

2022K000512

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 1/4/2022 1:50 PM
REC FEE: 53.00 RHSPS: 9.00
PAGES: 74

Prepared By

BAZOS FREEMAN SCHUSTER & POPE LLC
1250 LARKIN AVE #100
ELGIN IL 60123

MAIL TO:

4 of 5

407 CONGRESS PKWY, STE E
CRYSTAL LAKE IL 60014

RE: 21016023CL

Cover Sheet

**Attached for the purpose of affixing Recording
information**

Unofficial

No. 21-14

**A RESOLUTION
AUTHORIZING THE APPROVAL AND EXECUTION OF A THIRD
AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE
PROPERTY IDENTIFIED AS THE NORTHERLY ACRES OF TUSCANY
WOODS SUBDIVISION UNIT 2 IN THE VILLAGE**

WHEREAS, in 2004, the Village authorized the approval and execution of a certain Development Agreement for the Tuscany Woods Subdivision in the Village; and thereafter, in 2014, the Village authorized and approved an Amended and Restated Development Agreement, for Tuscany Woods Subdivision, Unit 2; and thereafter, in 2018, the Village authorized and approved a Second Amended and Restated Development Agreement for Tuscany Woods Subdivision, Unit 2; and

WHEREAS, said Agreement(s) were made pursuant to and in accordance with the provisions of the Illinois Municipal Code including, but not limited to, the authority granted to the Village to approve zoning map amendments, to grant subdivision approval, to enter into contracts for the construction of sanitary sewer and public water facilities, to accept dedications of land by easement or deed for public use and to convey land dedications and easements, among other purposes; and

WHEREAS, since the time of approval of the Second Amended and Restated Development Agreement, the owner has proposed to convey a certain portion of the Tuscany Woods Subdivision, Unit 2, to wit: an area approximating forty (40) acres more or less and located south of IL 72, to a third party purchaser; and the parties to the planned transaction have proposed certain modifications to the terms and provisions of the agreement for purpose of proceeding with separate development of the two portions of said Unit 2 in the future; and

WHEREAS, the two portions of Tuscany Woods Subdivision, Unit 2 are to be referred to as the "Northerly Acres" to wit: that portion of the subdivision lying north of IL 72; and the "Southerly Acres" to wit: that portion of the subdivision lying south of IL 72, respectively; and

WHEREAS, the parties to the proposed transaction have each submitted a proposed Third Amended and Restated Development Agreement, relating to the portion of Tuscany Woods Subdivision, Unit 2 which each will own upon closing the planned transaction, in order to identify the obligations and responsibilities of each party relating to future development of the Northerly Acres, and of the Southerly Acres, respectively; and

WHEREAS, the Corporate Authorities have reviewed and would approve of the proposed Third Amended and Restated Development Agreement for each owner and portion of said subdivision, in order to describe and plan for the orderly completion of

improvements and the future development of the two portions of Tuscan Woods Subdivision, Unit 2 in the Village; and in particular, the Third Amended and Restated Development Agreement for the Northerly Acres, including the obligations of the Village as stated therein, is consistent with the earlier agreements, and should be approved by the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The proposed Third Amended and Restated Development Agreement for the Northerly Acres of Tuscan Woods Subdivision Unit 2, in words and figures as attached hereto, shall be and is hereby approved.

Section 2. The Village President is hereby authorized and directed to execute the Third Amended and Restated Development Agreement for the Northerly Acres on behalf of the Village, in substantially the form as attached hereto and subject to such corrections and/or modifications that may be approved by the Village President after consultation with the Village Attorney; and the Village Clerk is authorized and directed to attest to the signature of the Village President, and to deliver the executed document to the other party to the Amendment, after first receiving an executed original from the other party(ies) to said Agreement.

Section 3. The Village Attorney shall be and is authorized to make minor corrections or modifications to said agreement as necessary or advisable prior to and for the purpose of execution thereof by the parties.

Section 4. When fully executed, the Third Amended and Restated Development Agreement for the Northerly Acres shall be recorded in the office of the Kane County Recorder; at the expense of Owner; and a recorded copy of same shall be filed with the Office of the Village Clerk.

Section 5. The recitals set forth above are hereby made a part of this Resolution.

Section 6. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this 18th day of November, 2021.

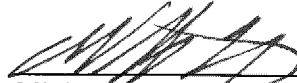
AYES: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson

NAYS: _____

ABSTAIN: _____

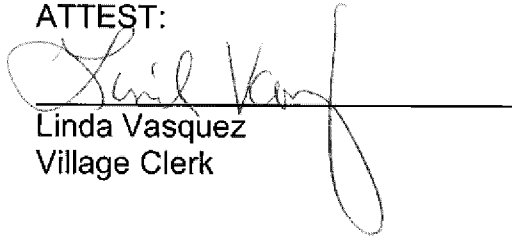
ABSENT: _____

APPROVED this 18th day of November, 2021.



Michael J. Reid, Jr.
Village President

ATTEST:



Linda Vasquez
Village Clerk

Unofficial

/ / / / / / / / / / / / / / / /
For Recorder's Use

Third Amended and Restated
Development Agreement for
Unit 2 in Tuscan Woods
Subdivision

Northerly Acres
(Hampshire Property, LLC)

2021

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Mark Schuster
Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue #100
Elgin, IL 60123

**THIRD AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
FOR UNIT 2 IN TUSCANY WOODS SUBDIVISION**

**NORTHERLY ACRES
(Hampshire Property, LLC)**

THIS THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE NORTHERLY ACRES ("Third Amended Agreement") is made and entered into as of this 18th day of November, 2021 ("Effective Date"), by and between the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation of the County of Kane, State of Illinois (the "Village"), and HAMPSHIRE PROPERTY, LLC, an Illinois Limited Liability Company ("Owner" or "Hampshire Property"). In this Third Amended Agreement, the Village and Owner may be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, on February 4, 2019, a Second Amended and Restated Development Agreement for Unit 2 in Tuscany Woods Subdivision ("ARDA-2") was recorded as Document Number 2018K04339 in the Office of the Kane County Recorder; and

WHEREAS, the territory subject to ARDA-2 consists of territory lying outside of platted Unit 1 of Tuscany Woods Subdivision in the Village and is sometimes designated or referred to as Unit 2 of Tuscany Woods Subdivision (the "Subject Property"); and

WHEREAS, ARDA-2 describes various rights and obligations of the person or entity being the "Owner" of the entirety of said Subject Property; and

WHEREAS, the current Owner of said Subject Property is Hampshire Property, LLC; and

WHEREAS, for purposes of this Third Amended Agreement, the Subject Property shall be and is divided into two areas:

- (i) the Northerly Acres of the Subject Property, consisting of territory lying within the territory sometimes designated or referred to as Unit 2 of Tuscany Woods, north of IL 72, being two hundred ten (210) acres more or less in area (referred to herein as the "Northerly Acres of the Subject Property" or merely, the "Northerly Acres"); and
- (ii) The Southerly Acres of the Subject Property, consisting of territory lying within the territory sometimes designated or referred to as Unit 2 of Tuscany Woods, south of IL 72, being forty (40) acres more or less in area (referred to herein as the "Southerly Acres of the Subject Property" or merely, the "Southerly Acres"); and

WHEREAS, the legal description of the property which shall be and is subject to this Third Amended Agreement for the Northerly Acres, and relating to and governing the Northerly Acres of the Subject Property, is attached hereto as Exhibit "A"; and

WHEREAS, Hampshire Property has entered into a certain Contract of Sale and Purchase, dated June 12, 2021 ("Contract") to convey to Romke 72 the Southerly Acres; and

WHEREAS, upon the closing of the Contract Romke 72 shall become the title holder of the Southerly Acres and assume certain obligations of Hampshire Property under the ARDA-2 ("Romke 72"); and

WHEREAS, Hampshire Property shall retain Ownership of the Northerly Acres of the Subject Property; and

WHEREAS, pursuant to the terms and conditions of the above-referenced Contract, in order to proceed to closing, there is to be an assumption by Romke 72 of, and a release of Hampshire Property and the Northerly Acres from, the obligations for recaptures described in Sections 4(i) and 7(b)(ii) of ARDA-2, and the assumption of other obligations of Hampshire Property; and

WHEREAS, pursuant to the terms and conditions of the above-referenced Contract in order to proceed to closing, Romke 72 is to assume, and Hampshire Property is to be relieved of, certain obligations described in Paragraph 11(a) and Exhibit K of ARDA-2, including the obligation of the property Owner to contribute a pro-rata share of the costs associated with the roadway improvements described therein as related to the development of the Southerly Acres; and

WHEREAS, it is the intention of the parties hereto that certain modifications are to be made to ARDA-2 to accomplish the matters noted above; and further, the Parties desire to amend and restate ARDA-2 in this Third Amended and Re-Stated development Agreement for the Northerly Acres (together with a Third Amended and Re-Stated Development Agreement for the Southerly Acres) to delineate and define the responsibilities of each of the Parties in light of the transfer of the Southerly Acres to Romke 72.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE VILLAGE AND OWNER AGREE AS FOLLOWS:

1. Incorporation of Recitals. The foregoing recitals are material to this Third Amended Agreement and are incorporated into this Third Amended Agreement as if fully stated in this Paragraph 1. The Parties acknowledge the truth and accuracy of the foregoing recitals.

2. Authority.

(a) This Third Amended Agreement is made pursuant to and in accordance with the provisions of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) including but not limited to the authority granted to the Village to approve zoning map amendments; to grant subdivision approval; to enter into contracts for the construction of sanitary sewer and public water facilities; and to accept dedications of land by easement or deed for public use.

(b) The Village and Owner acknowledge to each other that the Subject Property is validly annexed to the Village in accordance with Doc. No. 1849822, recorded in the Office of the Recorder of Kane County, Illinois.

(c) All of the exhibits attached hereto are incorporated into this Third Amended Agreement by this reference thereto.

3. The Zoning, Subdivision and Comprehensive Plan Approvals.

(a) The provisions herein and in the Original Development Agreement and ARDA-2 for the construction, maintenance and operation of a sanitary sewer and water system and the construction of other public improvements are based on the Original Developer's, Hampshire Property's and the Village's assumptions on the zoning, subdivision and development of the Subdivision, as set forth in the Original Development Agreement and the Preliminary Plat approved as an element thereof. Accordingly, the Parties agree that for all territory included in the Northerly Acres, there shall be not more than 326 single family lots platted and dwelling units constructed, as depicted on the Preliminary Development Plan prepared by RWG Engineering, LLC dated 05-25-18 attached hereto as Exhibit "C."

(b) Intentionally omitted.

(c) The Village agrees to permit the Northerly Acres to be developed substantially in accordance with the Preliminary Development Plan, including the "Typical Lot Detail" set forth therein, and the Village shall grant all necessary approvals including, upon proper application therefor and in accordance with the required procedures, the departures from the Subdivision Code, as set forth in sub-paragraph 3(f) below to permit development of the Northerly Acres that is substantially consistent with the Preliminary Development Plan.

(d) The gross site area, lot area, lot width and yard requirements for all residential lots on the Northerly Acres shall be as specifically depicted on the Preliminary Development Plan, provided, no single family lot shall be less than 8,400 square feet in area, and the average of all lots shall be not less than 12,000 square feet in area. The minimum lot area that a townhome dwelling units shall be developed upon shall be determined by Section 6-7-4(d)(1)(d) of the Village Code. A 25' rear yard adjacent to another townhome lot (50' minimum total building separation) with a 30' rear yard setback adjacent to another land use or adjacent to a roadway shall be permitted.

(e) The Village hereby confirms that the provisions of the Village Building Code, Hampshire Municipal Code, Chapter V, Section 5-1-1 *et seq.* currently in effect, to wit: International Building Code Council, 2006 Edition, as modified by Village Ordinance No. 08-40; the Village Zoning Regulations, Hampshire Municipal Code, Chapter VI, Section 6-1-1 *et seq.*; and the Village Subdivision Regulations, Chapter VII, Sections 7-1-1 *et seq.*, shall apply to the development of the Northerly Acres, except as otherwise set forth in this Third Amended Agreement.

(f) The Village acknowledges that it duly considered the Original Developer's request for a number of departures from the Subdivision Regulations (Chapter VII of the Hampshire Village Code) and following the required legal notices and public hearings approved the following departures which are applicable to the Northerly Acres per the Preliminary Development Plan, respectively:

- (i) For purposes of measuring lot width, under Section 6-7-2 for R-2 lots; and under Section 6-7-3 for R-3 lots, lot width shall be computed at the front yard setback.
- (ii) In lieu of Section 7-4-3(A), the block length requirements as depicted on the Preliminary Development Plan shall apply;
- (iii) To permit 80 degree angles at intersections in lieu of the 90 degree angle at intersection requirement, provided, this departure shall apply to no more than one (1) intersection;
- (iv) In Section 7-4-1, "Minimum Standards for Street Design," to permit roadway centerline radius of 85-feet on minor streets in lieu of the 200-foot centerline radius;
- (v) In Section 7-4-1, "Minimum Standards for Street Design," to require no minimum vertical curve length requirement where a roadway gradient differential is less than or equal to 1.5% and where vertical curves are required and designed with a K value of 30 for crests and 40 for sags with no minimum length;
- (vi) In Section 7-4-1, to require no minimum tangent between reverse curves for minor streets in lieu of the 25-foot requirement;
- (vii) In Sections 7-3-6 and 7-4-6(A), to permit a combination sidewalk/bike path where indicated on Exhibit "C" attached hereto;
- (viii) The tree preservation, tree removal and general landscaping requirements in Section 5-16-1 *et seq.* are modified as follows:
 - (1) Section 5-16-2(A) is modified to provide that existing trees smaller than 6"

diameter at breast height (DBH) shall be exempt from the tree survey or replacement requirements;

(2) Section 5-16-2(C)(1)(d) is modified to provide that existing trees shall be measured in DBH not caliper inches and if during development of the Northerly Acres an existing tree which was to be removed is saved, then a credit shall be given by the Village and a revision to the tree preservation and removal plan shall occur; and

(3) Section 5-16-2(D)(2) is modified to provide that existing Boxelder, White Mulberry, Colorado Blue Spruce, Paper Birch, Apple, Pear, Cottonwood, Slippery Elm, American Elm, Siberian Elm, Black Cherry, Downy Hawthorn, Crack Willow, White Willow, Black Willow and Buckhorn trees shall also be exempt from replacement requirements if removed.

- (ix) In Section 5-16-2(G) two parkway trees shall be required on each lot with a minimum of 100 foot of street frontage and one parkway tree shall be required on each lot with less than 100-foot of street frontage; on any corner lot, the required number of trees shall be provided on each frontage;
- (x) Owner may use vegetation for edging and side slopes of drainage facilities, provided said slopes are properly designed and built so as not to require stabilization which would require stone or other re-enforcing material; provided, the treatment of side slopes shall specifically be subject to review and approval by the Village Engineer and in any event, shall not exceed four to one slope;
- (xi) In Section 5-16-3(E)(4)(a), the minimum size of deciduous trees shall be 2.5" caliper, rather than 6" caliper;
- (xii) In Section 5-16-2(D)(4) and 5-3-3(G)(2), the trees have a trunk diameter of not less than 2.5" caliper, rather than 3" caliper;
- (xiii) In Section 5-16-3(C)(4), to maintain said trees for a period of two years, rather than three years following the acceptance of the street improvements in the right-of-way the trees are planted in. The term for replacement warranty for landscaping on private property shall be two years after the initial acceptance by the Village, provided, as to any vacant lot or lots which Owner conveys to a third party, such third party shall assume the responsibility for trees and landscaping described in this Paragraph;
- (xiv) In Section 5-16-3(G), to replace, in accordance with the requirements of this Article, any trees that do not survive in a good and healthy condition for the two years, rather than for the three year, period next following the date of the acceptance of the street improvements in the right-of-way the trees are planted in;

and

- (xv) In Section 7-4-7(A), all unpaved areas within street right of ways adjacent to open space may be seeded subject to review and approval by the Village Engineer.

Modified or additional departures may be approved by the Village pursuant to the procedures established in its ordinances without the necessity of amending this Third Amended Agreement.

- (g) The Dwelling Units to be constructed on the Northerly Acres may be constructed

- (i) without fire protection sprinklers, except as may be otherwise required by State law; provided, Owner shall offer to any purchaser of a Dwelling Unit as an option installation of fire protection sprinklers, and obtain from any person or persons who refuse or decline such option, a written waiver or decline of fire protection sprinklers;
- (ii) with Romex in lieu of conduit for electrical wiring;
- (iii) with PVC in lieu of copper water piping, including PVC service lines (and, not using PVC as liner for service line)
- (iv) with ground fault in lieu of "ARC" fault circuit interrupters.

(h) Construction may be phased on the Northerly Acres. Each phase shall connect directly to a completed street or highway. No builder shall commence construction on a second or succeeding phase within the Northerly Acres if that builder is in default of any obligation to the Village. However, this prohibition shall apply only to the builder in default.

(i) The Village confirms the approval of the Preliminary Development Plan for the Subdivision, and, consistent with Section 6-18-19(C) of the Village Code, Owner may apply for approval of a final plat for the Northerly Acres within a period expiring November 1, 2038.

(j) The Village shall approve any final development plan pursuant to the procedures and standards set forth in Section 6-18-9(C) of the Village Code.

(k) In preparing final plats of subdivision and final plans for the development for the Northerly Acres, Owner may make minor modifications, subject to the approval of the Village engineer and consistent with the Village's applicable regulations, to the general design and layout of lots, streets, rights-of-way, and improvements, as depicted in the Preliminary Development Plan, in order to facilitate the effective, efficient, and economical development of the Northerly Acres in accordance with the requirements of the Planned Residential Development Zoning District regulations for substantial compliance with the Preliminary Development Plan. No such modifications shall authorize Owner to develop a greater number of single-family lots, duplex units and townhomes on the Northerly Acres than provided for under the approved Preliminary

Development Plan or this Third Amended Agreement except as provided in Paragraph 3(b) above.

(l) In the course of seeking approval of any final development plan for the Northerly Acres, Owner may at its sole cost and expense seek additional zoning approvals for the Northerly Acres, which approvals or variations shall be subject to Village approval in accordance with all applicable Village codes and ordinances, without the need for further amending this Third Amended Agreement, and without the approval of any Unit 1 Owner or of any Owner of the Southerly Acres including but not limited to Romke 72 or its successors and assigns as related to the Northerly Acres of Unit 2 of Tuscany Woods.

(m) Owner agrees that no lots shall be sold or buildings shall be sold or buildings constructed on lots in the approved, but unrecorded subdivision phases, except for model home construction described below.

(n) The Village acknowledges that all of the necessary legal notices, public hearings and other proceedings necessary to modify the Village's Comprehensive Plan as necessary to be consistent with the development described in this Third Amended Agreement were conducted and that the proposed use and development of the Northerly Acres and the proposed re-zonings of the Northerly Acres to the Planned Residential Development Zoning District are generally consistent with said Village's Comprehensive Plan.

(o) In the event of an inconsistency between the standards contained in either the Village's Zoning Ordinance or the Village's Subdivision Code and the Preliminary Development Plan the standards contained in the Preliminary Development Plan shall control regardless of whether such inconsistency (departures) are expressly identified in this Paragraph 3.

4. Public Sanitary Sewer Service in the Development. The following terms and provisions shall apply to the public sanitary sewer service in the Subdivision.

(a) Existing Capacity. The Parties acknowledge that the First Sewer Expansion Project described in the Original Development Agreement ("First Sewer Expansion Project") has been fully constructed and is operational as of the Effective Date of this Third Amended Agreement, and further that the Village, since completion of the First Sewer Expansion Project, has constructed a second expansion (the "Second Sewer Expansion Project") of the Village's Wastewater Treatment Facility (the "WWTF"). The Village represents and warrants that, as of the Effective Date of this Third Amended Agreement, the capacity of the WWTF is 2.76 mgd, and that the Village has, and at all times during the Term of this Third Amended Agreement will have, the capacity to treat all wastewater to be generated from the Northerly Acres. The Village further represents and warrants that the Hampshire Creek Interceptor Sewer has been constructed, and that it has created, and at all times during the Term of this Third Amended Agreement will have, sufficient transmission capacity for wastewater to be generated from the Northerly Acres.

(b) Reservation of Capacity. For the term of this Third Amended Agreement, the Village shall reserve wastewater treatment capacity in the WWTF, and wastewater transmission

capacity in the Hampshire Creek Interceptor Sewer, in the amounts and to the extent necessary to provide sanitary sewer services to and for the Northerly Acres as it is contemplated to be developed pursuant to this Third Amended Agreement.

(c) Construction of the Connecting Sewer Main. The Parties acknowledge and agree that the Connecting Sewer Main as described in ARDA-2 has been constructed, and has been accepted as a public improvement by the Village, as of the Effective Date of this Third Amended Agreement.

(d) Total Costs and Credits for Sanitary Sewer System Expenditures. Hampshire Property shall be entitled to a total credit for expenditures for sanitary sewer system improvements of \$1,525,300.00 due to Hampshire Property as otherwise described in ARDA-2. The current schedule of sanitary sewer connection fees is included on the attached Exhibit "E." Prior to and as a condition of issuance of a building permit for any structure in the Northerly Acres, Owner shall submit to the Village a voucher for sanitary sewer connection fees, of the type attached hereto as Exhibit "F," until all of the credit for sanitary sewer connection fees has been fully satisfied as tallied from the Northerly Acres and Southerly Acres combined. After full satisfaction of the credit described in this sub-section (d), Owner shall pay the sanitary sewer connection fee due for any such structure with its application for building permit.

(e) Collection of Sanitary Sewer Impact and Connection from Southerly Acres. In addition to the credits described in Par. 4(d) above, Hampshire Property shall be entitled to be paid the Sanitary Sewer Connection Fees collected by the Village for uses developed on the Southerly Acres pursuant to ARDA-3 for the Southerly Acres, dated November 18, 2021, Par. 4(d), and the payments made for same shall be credited against the amount described in Par. 4(d) above.

(f) Recapture for Sanitary Sewer Costs. The Parties acknowledge and agree that a Recapture Agreement for such expenditures has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114, based at the time on the partial costs that had been incurred by the Original Developer for the First Sewer Expansion Project (the "First Sewer Expansion Project Recapture Agreement"); and that an amendment to the First Sewer Expansion Recapture Agreement, confirming the final certified costs of the First Sewer Expansion, the right of recapture herein provided for and establishing that the amount due for reimbursement under said Recapture Agreement shall be and is \$1,308,455.48, has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2014K028695. Recapture payments made to and collected by the Village pursuant to said amendment to the First Sewer Expansion Agreement shall be paid over to Hampshire Property, or its assigns. Provided, the Parties acknowledge and agree that no recapture payments are due from Romke 72, its successors or assigns, and/or the Southerly Acres under said Recapture Agreement.

(g) Installation and Conveyance of Sanitary Sewer Mains. Owner agrees to install and convey all sanitary sewer mains constructed on the Northerly Acres after the Effective Date of this Third Amended Agreement by customary form of bill of sale and the Village agrees to accept the same by Village Resolution, provided such improvements have been constructed in accordance

with the provisions of this Third Amended Agreement, the approved Preliminary Development Plan and the Final Engineering Plans.

(h) Grant of Easement. An easement for the construction of the Connecting Sewer Main has been granted by Plat of Easement recorded in the Office of the Kane County Recorder as Doc. No. 2006K079205. Said Easement shall be reflected on the Final Development Plan for Unit 2.

(i) On-Site Permits. Owner shall be responsible for the cost of permits for on-site sanitary sewer main extensions attributable to the development of the Northerly Acres.

(j) Payment due for Expansion of the Village's Wastewater Treatment Facility. The Parties acknowledge and agree that pursuant to the terms of a certain Recapture Agreement dated October 10, 2011 and recorded as Document No. 2012K005496 (based on the Agreement for Funding Expansion of the Village's Wastewater Treatment Facility to 1.5 MGD Capacity, dated February 6, 2006), there is due and owing from Owner to Hampshire East, LLC, a principal amount equal to \$226,206.13, plus interest. For purposes of this Section 4(i), Romke 72 shall assume the obligation of "Owner" and shall pay the amount due to Hampshire East, LLC as set forth in said Recapture Agreement as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for the Southerly Acres of the Subject Property. Provided, regardless of when or whether Hampshire East LLC receives such recapture payment, upon recording of this Third Amended Agreement, and recording of a release from Hampshire East LLC (which recording shall occur prior to the recording of the deed conveying the Southern Acres to Romke 72), Hampshire Property shall forever be released from any right or claim of Hampshire East, LLC and or Hampshire West LLC to said recaptures.

(k) No Further Sanitary Sewer Improvements. Except as otherwise specified in this Third Amended Agreement, including but not limited to the payment due to Hampshire East, LLC as set forth above, and the payment due to Hampshire West, LLC pursuant to Paragraph 7(b) below, and except for construction of on-site sanitary sewer mains and related improvements, Owner shall have no further obligation to construct any sanitary sewer improvements for the Northerly Acres.

5. Public Water Service to the Development. The following terms and provisions shall apply to the public water service in the Subdivision:

(a) Existing Capacity. The Parties acknowledge and agree that the First Water Expansion project described in the Original Development Agreement ("First Water Expansion Project") has been constructed and is operational as of the Effective Date of this Third Amended Agreement. The Village represents and warrants that the Village's water supply and distribution system has sufficient capacity, and that at all times during the Term of this Third Amended Agreement it will have sufficient capacity, provided the pressure reducing valve hereinafter described ("Pressure Reducing Valve") is installed, to serve the Dwelling Units to be constructed the Northerly Acres. In particular, the water supply and distribution system currently lacks the

capacity to serve the northwest quadrant of the Northerly Acres as identified on Exhibit "G" attached hereto.

(b) Reservation of Capacity. For the Term of this Third Amended Agreement, the Village shall reserve capacity in its water supply and distribution system in the amounts and to the extent necessary to provide potable water and water for fire protection services to the Dwelling Units to be constructed in the Northerly Acres, subject to installation of the Pressure Reducing Valve on the Northerly Acres.

(c) Limitation on Connections. In order to insure the availability of said water supply and distribution capacity, said Pressure Reducing Valve shall be installed and made fully functional by Owner at the location shown on the Preliminary Development Plan prior to the time Owner applies for any building permit for a Dwelling Unit lying within the northwest quadrant of the Northerly Acres as depicted on Exhibit "G." Owner shall also be responsible for obtaining any permit(s) required for said installation. Owner and the Village acknowledge and agree that the Pressure Reducing Valve has been fabricated, has been paid for, and is currently stored at the Village's Water Facility No. 10-13, awaiting installation. The Village shall impose no charge for such storage for so long as the Village can continue such storage. Owner shall include in the first performance security to be posted with the Village for work in conjunction with the development of the area depicted on Exhibit "G" on the Northerly Acres the estimated cost of transportation and installation of said Pressure Reducing Valve, as certified by the Village Engineer. Owner shall be responsible for any repairs that need to be made to the pressure reducing valve to make it operational. The final certified cost of the transportation and installation of the Pressure Reducing Valve shall be added to the Final Certified Cost of the First Water Expansion Project and shall be included in any recapture ordinance for the costs of the First Water Expansion to be enacted by the Village for the benefit of Owner.

(d) Total Costs and Credits for Water System Expenditures. Hampshire Property shall be entitled to a total credit for expenditures for water system improvements of \$1,178,498.00 due to Hampshire Property as otherwise described in ARDA-2. The current schedule of water connection fees is included on the attached Exhibit "E." Prior to and as a condition of issuance of a building permit for any structure in the Northerly Acres, Owner shall submit to the Village a voucher for water connection fees, of the type attached hereto as Exhibit "H," until all of the credit for water connection fees has been fully satisfied, as tallied from the Northerly Acres and the Southerly Acres combined. After full satisfaction of the credit described in this sub-section (d), Owner shall pay the water connection fee due for any such structure with its application for building permit.

(e) Collection of Water Impact and Connection from Southerly Acres. In addition to the credits described in Par. 5(d) above, Hampshire Property shall be entitled to be paid the Water Connection Fees collected by the Village for uses developed on the Southerly Acres pursuant to ARDA-3 for the Southerly Acres, dated November 18, 2021, Par. 5(d), and the payments made for same shall be credited against the amount described in Par. 5(d) above.

(f) Recapture Due for Water Costs. The total amount expended for the First Water Expansion Project does not as of the Effective Date of this Third Amended Agreement exceed the amount of water impact fees and water connection fees due for the number of Dwelling Units planned for the Subdivision, but it is anticipated that after adding the cost of transportation and installation of the Pressure Reducing Valve when actually incurred by Owner the sum of the certified costs of the First Water Expansion Project will exceed the amount due for such impact and connection fees. Therefore, although there is not any recapture due at this time, there may in the future be recapture due to Owner as a result of the construction of the First Water Expansion Project. A recapture agreement for such expenditures was approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01N13, based at the time on the partial costs that had been incurred by Owner for the First Water Expansion Project. Provided, Owner acknowledges and agrees that the property to be conveyed to Romke 72 pursuant to the Contract of Sale and Purchase identified above and otherwise designated as the Southerly Acres) shall not be deemed a benefited property for purposes of such recapture agreement or an amendment thereto and no recapture payments shall be due from Romke 72 or the Southerly Acres for the First Water Expansion Project.

(g) Installation and Conveyance of Water Mains. Owner shall install and convey to the Village by customary form of bill of sale and the Village, by Village Resolution, shall accept all water mains Owner constructs on the Northerly Acres after the Effective Date of this Third Amended Agreement, provided such improvements have been constructed in accordance with the provisions of this Third Amended Agreement, the approved Preliminary Development Plan and the Final Engineering Plans.

(h) On-Site Permits. Owner shall be responsible for the cost of permits for on-site water improvements attributable to the development of the Northerly Acres.

(i) No Further Water Improvements. Except for the installation of the pressure reducing valve as described in sub-paragraph (d) above and construction of any and all on-site water mains and related improvements Owner shall have no further obligations to construct any water improvements for the Subdivision and/or for the Northerly Acres, or any such obligation for the Southerly Acres.

6. Storm Sewer Service in the Subdivision

(a) Owner agrees that neither Owner nor any transferee, successor or assign of Owner shall obstruct or impair the ability of any Unit 1 Owners to freely utilize any detention basins in the Northerly Acres which serve or are intended to serve Unit 1.

(b) Owner shall dedicate to the Village by appropriate Plat all detention / retention basins on the Northerly Acres, including but not limited to Pond 4 and Pond 8 as identified on the original Preliminary Plat, and the Village shall accept same upon approval of each pertinent Plat of Subdivision; provided Owner shall obtain and deliver to the Village at Owner's expense a commitment for title insurance showing clear title to same, and Owner will then provide a policy

of title insurance for same after acceptance as provided herein. Provided, however, acceptance of the dedication of Pond 4 and Pond 8 shall be subject to inspection by the Village Engineer and correction by Owner of any defects in the present condition of said ponds as noted from such inspection; the other natural areas in the subdivision shall not be dedicated to the Village but shall remain common areas owned by Owner and/or an appropriate property Owners association; and further provided, no maintenance bond as otherwise required by Section 7-2-4 of the Village Subdivision regulations shall be required as a condition of acceptance of said Pond 4 and Pond 8.

(c) Owner shall convey to the Village by customary quit claim form bill of sale all of Owner's right, title, and interest in and to storm sewers constructed on the Northerly Acres after the Effective Date of this Third Amended Agreement and the Village shall accept said storm sewers by Village Resolution, provided such improvements have been constructed in accordance with the provisions of this Third Amended Agreement, and any later approved Preliminary Development Plan and/or Preliminary Engineering Plans.

(d) There shall be only natural plantings and/or natural areas surrounding the stormwater retention / detention areas in the subdivision; and Owner shall include in any deed of conveyance to each individual lot Owner a written provision specifically indicating to all purchasers of a lot i) that such lot Owner and his/her successors shall not be permitted either to appropriate for his/her own use, or to improve, any area included in such areas; ii) that such lot Owner and his/her successors shall not mow any area of the natural areas; and iii) that neither the Village nor the Homeowners Association shall mow said natural area(s), but instead said area shall be maintained in its natural state. This Paragraph 6(d) shall constitute a covenant running with the land and in the event that said statement is not specifically included in any deed, nonetheless this Par. 6(d) shall constitute legal notice of such restrictions to the purchasers of any lot, and his/her successors.

7. Recapture for Off-Site and On-Site Public Improvements; Recaptures to be Paid

(a) The Parties acknowledge and agree that the following sums due as and for recapture payments have been paid in full and fully satisfied:

- (i) The recapture due the Farms of Hampshire, LLC in the initial amount of \$189,182.52 as a result of the construction of improvements to the intersection of Runge Road and Illinois Route 72, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008, as Document No. 2008K060161; and
- (ii) The Recapture due the Farms of Hampshire, LLC in the initial amount of \$395,727.53 as a result of the construction of certain improvements for the extension of Runge Road and the extension of Jake Lane, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008 as Document No. 2008K060160; and

- (iii) The Recapture due Hampshire Enterprises, Inc., based on the certified costs of \$58,522.28, as a result of the construction of the West Side Interceptor Sewer in the Village, per the Recapture Ordinance recorded in the Kane County Recorder's Office on January 6, 1997 as Doc. No. 1997K001003.
- (iv) That portion of the Recapture owed by Owner from to Heartland Bank and Trust Company ("Heartland Bank"), as successor in interest to the Farms of Hampshire, LLC's interests in and to the recapture claims.

(b) The Parties acknowledge that the only recapture payment due and owing in respect to the Northerly Acres is/are the following:

- (i) Recapture described in Par. 4(i) above due to Hampshire East, LLC for costs of funding the first expansion of the wastewater treatment facility, in the principal sum of \$226,206.13, plus interest; and
- (ii) The recapture due Hampshire West, LLC for its work on the Hampshire Creek Interceptor Sewer and pursuant to a certain Recapture Agreement dated January 1, 2011 and recorded as Document No. 2011K015822, the principal sum of \$180,758.00, plus interest.

Provided, for purposes of this Paragraph 7(b), Romke 72 shall assume the obligation of Owner and shall pay the amount due to Hampshire West, LLC set forth in said Recapture Agreement as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for all or any part of the Southerly Acres of the Subject Property; provided further, regardless of when or whether Hampshire West LLC receives such recapture payment, upon recording of this Third Amended Agreement and a release from Hampshire West LLC, (which recording shall occur prior to the recording of the deed conveying the Southern Acres to Romke 72), Hampshire Property shall forever be released from any right or claim of Hampshire East, LLC and or Hampshire West LLC to said recaptures

(c) The Village acknowledges and agrees that except as specified in Paragraph 7(b) no other recapture payments shall be due from Owner as a result of or in connection with the development of the Northerly Acres, and that the Village shall not approve any other recapture agreements or ordinances which burdens Owner or the Northerly Acres with additional recapture obligations without Owner's prior written consent, which consent may be given or withheld in Owner's sole and absolute discretion.

8. Creation of SSA and Issuance of Bonds. With respect to Special Service Area #13 established by the Village pursuant to Paragraph 7 of the Original Development Agreement, the Parties acknowledge and agree as follows:

(a) The Village duly proposed and established Special Service Area #13 as described in the Original Development Agreement and Special Service Area bonds in an amount equal to

\$12,000,000 were thereafter issued by the Village (the “Series 2007 Bonds”), and the proceeds of said bonds were utilized for the construction of public improvements.

(b) The territory comprising the Northerly Acres has been disconnected from the Special Service Area; and any and all debt service due for the Series 2007 Bonds and/or any refunding bonds shall be the obligation of Unit 1 and/or others, Unit 2 (including the Northerly Acres and Southerly Acres thereof) having no further responsibility therefor.

9. Impact Fees / Off-Site Improvements.

a) Except for any credits otherwise due under Paragraph 4 (sanitary sewer) and Paragraph 5 (water) above, and except for a credit of \$120,000.00 due to Hampshire Property toward the Public Use fee due from the Northerly Acres, the transition fees, impact fees, and connection fees set forth on Exhibit “E,” Schedule of Transition, Impact and Connection Fees, shall apply to any new construction in the Northerly Acres hereafter, subject to the following:

(i) That except as provided in (ii) below, for a period of three (3) years after the effective date of this Agreement, the fees for connections to the Village water supply and distribution system and for connections to the Village wastewater conveyance and treatment system for developments on the Northerly Acres shall be not less than the rate of the connection fees set forth on Exhibit “E.”

(ii) That, as to such connection fees, upon the earlier of: (A) full application of the credit for sewer expenditures described in Par. 4(d) above, and/or full application of the credit for water expenditures described in Par. 5(d) above, respectively, or (B) the expiration of the three year (3) year period described herein, being November 18, 2024, the connection fees applicable to the Northerly Acres shall be the connection fees generally charged by the Village at the time of application for building permit to other properties in the Village; and

iii) That, as to transition fees and impact fees, at any time after the Effective Date of this Third Amended Agreement, the transition fees and impact fees applicable to the Northerly Acres shall be the transition fees and impact fees generally charged by the Village at time of application for building permit to other properties in the Village.

Notwithstanding the foregoing, any increased, decreased, other, or additional transition, impact, or connection fees which are then generally applicable in the Village shall be imposed on the construction of Dwelling Units, institutional and/or commercial uses in the Northerly Acres in the future, provided any such increased, decreased, other or additional transition fee, impact fee, or connection fee shall not apply to the Northerly Acres, until six (6) months after the Village Board approves the same and gives notice of the same to Hampshire Property, or its successors or assigns.

(b) The Parties also acknowledge and agree that the transition fees, impact fees, and connection fees for developments on the Southerly Acres are set by the terms of the Third Amended Agreement for the Southerly Acres, dated November 18, 2021.

(c) Owner shall pay the fees described in the foregoing Paragraph 9(a) at the time of application for issuance of a building permit for each Dwelling Unit constructed in the Northerly Acres. The voucher form attached as **Exhibit "I,"** voucher for Public Use Fee, shall be utilized until all credits are fully applied.

(d) The Village acknowledges that no land contribution shall be required for the land/cash contributions due for impact fees under Chapter 14 of the Village Code, the Original Development Agreement, the Amended and Restated Development Agreement, ARDA-2, or this Third Amended Agreement, and Owner shall pay cash in lieu of land therefor as specified on **Exhibit "E."**

(e) Monies received pursuant to the Original Development Agreement and this Third Amended Agreement and, in particular, the impact fees and land-cash contributions, will be spent only on improvements that benefit the Northerly Acres in accordance with law; provided, however, the transportation system fee paid by Owner shall be utilized by the Village for transportation system improvements consistent with its policy and the Transportation Planning and Roadway Improvement Cost Analysis prepared by EEI and dated November 2003.

(f) The Parties acknowledge and agree that the County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee and that any person or entity constructing Dwelling Units on the Northerly Acres shall be required to pay such fee as required by the County Ordinance or as otherwise agreed by Kane County.

10. Park Donations.

(a) Owner shall pay to the Village a sum equal to One Thousand (\$1,000.00) Dollars for park purposes for each dwelling unit allowed under this Third Amended Agreement that is in excess of the 299 dwelling units allowed under the Original Development Agreement. Payment of the fee for park purposes described in this Paragraph 10(a) shall be due at the time of issuance of a building permit for each such additional unit. The voucher form attached as **Exhibit "J,"** voucher for park donations, shall be utilized until all credits are fully applied

(b) The Parties hereto acknowledge and agree that except as provided in Paragraph 10(a) above, all donations of cash and/or land for park purposes have been fully satisfied in relation to the Northerly Acres and no further contributions of cash or land shall be due or owing to the Village in relation thereto.

(c) The Parties further acknowledge and agree that the Village has as of September 5, 2013 accepted all Park Improvements (as defined in the Original Development Agreement) heretofore constructed on the Park Site which is depicted on the original Preliminary Plat, and that the Village has conveyed the park site to the Hampshire Township Park District which has assumed the duty to maintain said Park Improvements at its sole expense from and after the date of such conveyance.

(d) The Village shall, to the extent permitted by law, apply all or a portion of the cash

contributions for park purposes received under this Paragraph 10, and from other developments in this area of the Village, including but not limited to Hampshire Highlands Subdivision, towards additional improvements for the Tuscany Woods Park Site.

11. Road, Street and Utility Construction Standards.

(a) Owner shall provide streets and roads for the Northerly Acres. Each street right-of-way shall be dedicated in a final plat of subdivision, and the Village agrees that said roads shall be constructed in accordance with the specifications contained in Exhibit "K." The Parties acknowledge and agree that as of the Effective Date certain improvements have been substantially completed at the intersection of Illinois Route 72 and Romke Road, to wit: westbound deceleration lane; eastbound left turn lane; and westbound left turn lane, utilizing certain letter of credit and escrowed funds on deposit with the Village to pay the costs of construction. It shall be the obligation of Romke 72 at its sole expense, at the time of any development of the Southerly Acres, to construct the eastbound deceleration lane (for traffic turning south onto Romke Road). Romke 72 shall also reconstruct the existing paved portion of Romke Road immediately adjacent to said Southerly Acres not later than the time of issuance of the first certificate of occupancy for any structure erected thereon. Romke 72 in assuming an obligation originally assumed by Hampshire Property has relieved Hampshire Property of any obligation to contribute to the improvement described herein. It is acknowledged and agreed that, because of the assumption of the obligation regarding roadway improvements described in this Par. 11, Hampshire Property shall be and is relieved of any obligation to construct or to contribute to said roadway improvements.

(b) Owner shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Northerly Acres during the year that the binder course is installed subject to the Village Engineer's approval. In any event, Owner shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Northerly Acres in which 80% or more of the dwellings have been issued occupancy permits. After completion of the construction and/or acceptance of any street or road by the Village, and if construction traffic of Owner, its agents or employees continues to utilize its street or road, Owner shall be responsible for keeping the street or road free from construction debris, and further Owner shall be responsible for repair or damages to the street or road caused by such construction traffic of its agent and employees. Acceptance of said roads shall be as provided for in Paragraph 12 below.

(c) From and after the time of acceptance of any roadway improvements on the Northerly Acres by the Village, the Village shall then maintain said improvements, subject to the requirement that Owner as to the Northerly Acres provide a maintenance bond for a period of one year after such acceptance.

(d) Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, Owner shall perform the following tasks as they relate to the Northerly Acres:

- (i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site.
 - (ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.
 - (iii) At all times prior to issuance of a Certificate of Completion by the Village for any street constructed in the Northerly Acres, within twelve (12) hours following an accumulation of one (1") inch or more of snow thereon in any eight (8) hour period, cause such street to be plowed and such snow cleared therefrom.
 - (iv) In the event that the Village certifies completion of any such street between November 1 of any given year and April 1 of the following year, Owner shall continue to provide snow removal for said streets throughout such period.
- (e) As security for such obligations, and as a condition of approval of a Final Plat for all or any part of the Northerly Acres, or the issuance of any grading permit as the case may be, Owner shall make a one-time deposit with the Village Clerk in the sum of Five Thousand (\$5,000.00) Dollars as and for a "Site Control Escrow."
- (f) In the event Owner fails to remove snow from the streets, mow weeds, pick up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Third Amended Agreement, or within twenty-four (24) hours after receipt of notice from the Village of Owner's failure to comply with the provisions of this Third Amended Agreement, then the Village may perform, or contract with others to perform, such undertaking and deduct from the Site Control Escrow posted by Owner the costs thereof. Owner shall, within fifteen (15) business days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the same at a Five Thousand (\$5,000.00) Dollar balance.
- (g) All sums then remaining on deposit with the Village for Site Control Escrow pursuant to this paragraph shall be returned to Owner upon final acceptance of all public improvements by the Village.
- (h) Owner shall provide adequate lighting of public streets within the Northerly Acres in accordance with the Hampshire Municipal Code, Section 7-3-8 and the applicable light standard prescribed by the Village. Upon installation and acceptance by the Village, the Village shall be responsible for maintenance of said lighting.
- (i) Village's design standards for streetlights, street signs, mailboxes, traffic signs, and

fences shall be included in the final engineering plans submitted for development of the subdivision. Said design standards shall be generally consistent with the design standards established for such improvements in the Original Development Agreement. Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase or unit of the development on the Northerly Acres prior to the issuance of any certificate of occupancy in such phase or unit. Temporary or permanent street signs shall be installed throughout a phase or unit of the development on the Northerly Acres and any street or streets leading into such phase or unit, prior to the issuance of any building permit in such phase or unit. The design of any temporary street sign shall be subject to the review and approval of the Village Engineer. No sidewalk and no bituminous surface course for any street, in the development on the Northerly Acres shall be installed at any time before April 15 or after December 1 in any calendar year unless approved by the Village Engineer.

12. Public Improvements - Security and Acceptance

(a) The public improvements shall include the roads, streets and sidewalks, the sanitary sewer and water main improvements, all detention/retention areas and facilities, flood plains and wetland areas located in the Northerly Acres as identified on the Preliminary Development Plan. A final plat for any phase or unit of the development may be approved, but not recorded, until adequate security is provided by Owner of the Northerly Acres for the completion of the public improvements attributable to that phase or unit.

(b) The security to be provided by Owner for public improvements benefiting an individual phase or unit of development within the Northerly Acres shall be in accordance with the applicable Village ordinances (125% of the Village Engineer's estimate of cost). Such security shall be in the form of performance and payment bonds or letters of credit, as Owner may elect, provided however that the form of said bonds or letters of credit shall be subject to review and approval by the Village Attorney, which approval shall not unreasonably be withheld or delayed.

(c) To the extent utility improvements are developed or installed in phases or units, the Village shall inspect and accept the same on a phase-by-phase or unit-by-unit basis. Owner shall be required to install water lines and sewer mains in each phase or unit only as each such phase or unit is platted and approved by the Village. Provided, however, where such phased utility improvements are required to be interconnected or looped to or with another phase or unit of the development, the Village shall not be required to accept such phased improvements unless adequate security in the form of a performance bond is deposited with the Village to assure the completion of the required interconnection or looping.

(d) The security posted by Owner may be reduced by the Village from time to time, upon request by Owner and as public improvements within the Northerly Acres are completed, approved by the Village Engineer, and paid for, and prior to the acceptance of such improvements by the Village. The Village shall reduce the security within forty-five (45) days of receipt of a request therefor, or within forty-five (45) days of the Village's receipt of the last document(s) required to support such reduction. If the request is denied, the Village shall provide Owner with

a written statement specifying the reasons for the denial of the request, including specifications of the requirements of law or the requirements of this Third Amended Agreement which the request or supporting documents fails to meet. The Village shall reduce such security upon Owner's compliance with said requirements. In addition, Owner shall comply with the requirements contained in the Village's Subdivision Control Ordinance pertaining to the bonding requirement for maintenance after acceptance of public improvements. No more than four (4) requests for reductions shall be made for any phase or unit of the development in any twelve (12) month period.

(e) Upon the sale and transfer of any portion of the Northerly Acres, Owner shall be released from the obligation secured by its security instrument for public improvements, on the condition that that the Village approves and accepts substitute security from the purchaser, transferor, assignor, or other successor to Owner, pursuant to Paragraph 26 below.

(f) Upon request of Owner for a Certificate of Completion ("Certificate of Completion"), the Village Engineer, within forty-five (45) days shall inspect the improvements subject to the request and either issue a Certificate of Completion or a punch list of items that need to be completed to obtain such Certificate. Upon Owner's compliance with the deficiencies identified as the basis for denying the Certificate of Completion, the Village shall as soon as practicable thereafter issue such Certificate of Completion. The Village shall re-inspect, consider acceptance and accept public improvements subject to the Certificate of Completion only after one (1) year following the issuance of the Certificate of Completion. Upon acceptance of the public improvements, the Village shall be responsible for the Ownership and maintenance of said public improvements.

(g) In the event that the Owner(s) of an adjacent property including the Southerly Acres ("Adjacent Property Owner") requires connection to any watermains and/or sanitary sewer lines located on the Northerly Acres, then upon the Village's request, Owner shall grant a right of access onto the Northerly Acres to such Adjacent Property Owner to allow such connection to be constructed by the Adjacent Property Owner at the cost of such Adjacent Property Owner. In the event that Owner has not at the time extended same to the boundary line of the Northerly Acres, the cost of extending any such watermains or sanitary sewer lines to the boundary of Owner's property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner; provided, the Adjacent Property Owner shall have a right of recapture from Owner as to any benefit resulting to Owner, running to the benefit of the Adjacent Property Owner. The right of access set forth herein shall be conditioned on the Adjacent Property Owner delivering to Owner adequate insurance and indemnity as to any work to be performed on Owner's property. Nothing herein shall require Owner to construct watermains and sanitary sewer lines to the boundaries of the Northerly Acres unless said extensions are necessary to complete a system or make it self-contained or unless a final development plan and final engineering plan shall encompass the area in which any such lines are to be located; the Village has approved the extension of such lines; and Owner has commenced the development of such area.

(h) Owner, its successors and assigns, covenant and agree that to the extent Hampshire Property, its successors and assigns, as the case may be, have an Ownership interest in any public

improvements presently serving or intended to serve the Unit 1 property or the Southerly Acres, as contemplated by the original Preliminary Plat or the Unit 1 Final Engineering Plans, Owner shall not obstruct or impair the ability of any Unit 1 Owner or Romke 72, or their respective successors or assigns, to freely utilize such public improvements.

(i) Intentionally Omitted.

(j) Owner shall at the time of mass grading of the area adjacent to that part of the existing park space in the subdivision that is located at or east of Vineyard Road and south of Maple Lane cooperate with the Hampshire Park District for mass grading of an area in said park space approximately 3.5 acres in size at that location (planned at least in part for a dog park). Provided, the cost to Owner shall not to exceed 50% of the expense for such mass grading, or \$25,000.00, whichever is less; and provided further, Owner shall also provide fill for said area to the extent fill is reasonably available from the mass grading work in the vicinity of Vineyard Road and Maple Lane in the subdivision.

13. Site Development Work/Temporary Facilities/Interim Uses.

(a) After the adoption of ordinances approving the rezoning and preliminary subdivision plat approval, but prior to the approval of any final plat of subdivision for, or the availability of public improvements on, the Northerly Acres, Owner shall have the right, at its own risk, to install or erect in connection with the residential development up to four (4) pre-sale trailers, and four (4) construction office trailers, with parking lots, in four separate staging areas on the Northerly Acres after obtaining all applicable permits from the Village; provided, however, that no such structure shall be within 15 feet of any property lines of the Northerly Acres, and provided further that the location of any trailers shall be subject to Village staff approval, which approval shall not be unreasonably withheld.

(b) Owner may undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon the Northerly Acres at any time after the execution of this Third Amended Agreement, and prior to approval of the final plat of subdivision for all or any portion of the Northerly Acres, provided, however, that Owner shall undertake such work at its own risk. Owner shall not undertake such work, except with the Village engineer's prior approval of appropriate plans containing sufficient information to demonstrate that the work will be accomplished in accordance with sound engineering practices. The Village engineer's prior approval shall be evidenced by the issuance of a mass grading permit. Additionally, Owner shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved final engineering plans for the Northerly Acres. Prior to commencing work hereunder, Owner must obtain all necessary permits for such work from any applicable government agency other than the Village. Owner agrees to indemnify, defend and hold harmless the Village and its Corporate Authorities, officers, agents, employees and consultants (collectively, the "Indemnitees") from all claims, demands, liabilities, costs and expenses incurred by or brought

against all or any of the Indemnitees as a direct and proximate result of the mass Grading and Site Development Work permitted under such sub-paragraph. Any earthwork performed pursuant to the Paragraph 12(b) shall be subject to the requirements of Exhibit "L," attached hereto and incorporated herein by this reference. Owner shall also comply with Par. 12(j) above.

(c) Prior to the recordation of the first final plat of subdivision, at its option, Owner shall be permitted to construct not more than eight (8) model homes, four (4) structures each in two (2) model areas north of Illinois Route 72 on the Northerly Acres, subject to the approval by the Village's Building Department of the construction plans therefor; provided that framing of such models shall commence only after a stone haul road adequate to handle emergency vehicles has been constructed and approved by the Fire Department. In conjunction with the construction, use, and maintenance of the model homes Owner shall have the right to erect and maintain temporary fencing not exceeding four feet in height of such material and style in accordance with Village staff approval, which approval shall not be unreasonably withheld. Model homes may not be open to the public until a binder course on the road has been installed, inspected and approved by the Village Engineer. The Village agrees that Owner shall have the right to maintain the model homes on the Northerly Acres until all of the lots on the Northerly Acres have been conveyed to individual homebuyers.

(d) Owner shall have the right to use and occupy (but not for residential purposes) the pre-sale trailers and model homes, upon the installation of temporary electric generators, waste water holding tanks or portable toilet facilities, and water facilities; provided, however, that such generators, tanks and water facilities shall be promptly disconnected and removed in connection with service to the model homes only and not to the pre-sale trailers, at such time as electrical service and public sewer and water systems become available to the Northerly Acres. The model homes shall be connected to electrical service and public sewer and water systems promptly upon each becoming available to the Northerly Acres and the structures are connected thereto. Owner shall have the right to use and occupy (but not for residential purposes) construction office trailers (including trailers for the storage of materials and equipment) which shall not be required to be connected to temporary electric generators, waste water holding tanks or portable toilet facilities and water facilities. All matters governed by the Kane County Health Ordinance shall be subject to the review and approval of the Kane County Health Department.

(e) Farming, including the rental of land for farmland operations, shall be interim uses permitted on the Northerly Acres. No other interim uses shall be permitted.

(f) Construction activities on the Northerly Acres shall be conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday.

(g) No model homes shall be utilized by Owner for sales purposes unless and until a permit for occupancy as a model shall have been issued by the Village. Provided, should any such model home be sold for occupancy as a residence, Owner shall apply for and obtain a permanent certificate of occupancy prior to closing of the sale,

(h) The Parties agree that certain work has previously been undertaken pursuant to a permit issued by the Army Corps of Engineers (the “ACOE”) for wetlands in the Tuscany Woods Subdivision. The Village has no jurisdiction over such permit or work required pursuant thereto. Owner shall be responsible for any and all work in the Northerly Acres required by the ACOE in relation to any such wetlands; and neither the Village nor any Unit 1 Owner shall have any responsibility for same. Provided, Hampshire Property shall have no responsibility for such work on the Southerly Acres.

(i) The Parties agree that certain erosion control was previously undertaken in the Tuscany Woods Subdivision in support of development on the Unit 1 Property, and future residential construction and/or development activities on the Northerly Acres may from time to time require additional erosion control measures. Owner shall at its respective expense utilize any erosion control measures for any such work on the Northerly Acres as reasonably deemed necessary by best practices or by the Village Engineer. Owner shall also be responsible for compliance with the requirements of any applicable NPDES regulations or permit pertaining to the Northerly Acres.

(j) In addition to natural plantings around the detention/retention areas in the subdivision described in Par. 6 above, there will be natural areas of passive open space as designated on the Exhibit “C.” Owner shall include in any deed of conveyance to each individual lot Owner a written provision specifically indicating to all purchasers of a lot i) that such lot Owner and his/her successors shall not be permitted either to appropriate for his/her own use, or to improve, any such area(s); ii) that such lot Owner and his/her successors shall not mow or clear any such area(s); and iii) that neither the Village nor the Homeowners Association shall mow any such area(s), but instead said areas shall be maintained in a natural state. This Paragraph 13(j) shall constitute a covenant running with the land and in the event that said statement is not specifically included in any deed, nonetheless this Par. 13(j) shall constitute legal notice of such restrictions to the purchasers of any lot, and his/her successors.

(k) The Village agrees that it will not halt work in or refuse to issue any building permit for a Dwelling Unit in any one phase or unit of the Northerly Acres because of a default o by the developer and/or builder on another phase or unit of the Northerly Acres.

14. Architectural Review. In lieu of the requirements in Section 5-2-1 of the Village Code, Owner agrees to apply and enforce the following architectural improvement standards throughout the Development:

(a) In the event two adjacent homes having the same floor plan are constructed on one side of a street within the Northerly Acres, each home shall feature a different elevation. The difference in elevation shall be measured in terms of roofline and fenestration. Homes having the same elevations may not be constructed “directly across the street” from one another. However, homes having like elevations may be erected “directly across the street” from one another as long as the respective lot boundaries do not overlap each other by more than 25%. Homes shall be deemed to be “directly across the street” from one another if their respective lot boundaries

overlap by 25% or more. In the case of small cul-de-sacs with eight or fewer lots, no duplication of elevations may occur.

(b) Exterior siding color shall not be repeated on homes constructed on consecutive lots on one side of the street or on homes “directly across the street” from one another. There will be two different siding colors between each house. The trim, roof and brick colors may not be duplicated more than twice in homes constructed side by side so that there will not be three homes alongside each other with the same trim color.

(c) Minimum foundation plantings around houses shall be provided by Owner within the Northerly Acres subject to submittal and approval of a landscape plan.

15. Building Permits.

(a) Owner may submit applications for building permits prior to the approval of a final plat for the Northerly Acres or a portion thereof; provided, however, that no construction shall commence except on a lot created pursuant to an approved and recorded final plat of subdivision and accessible via a road improved with at least a binder course. However, the Owner shall be permitted to commence the construction of model homes pursuant to the terms contained in this Third Amended Agreement.

(b) Owner shall have the right to submit master building blueprints or plans for the various types of designs of Dwelling Units to be constructed on the Northerly Acres. Following the approval of any master building blueprints or buildings plans, no further submission or approval of building blueprints or plans will be required for the issuance of a building permit for the construction of any building pursuant to such approved master building blueprint or building plan; provided, however, that applications with plans conforming to the master building blueprints thereon shall be submitted as part of each request for a building permit. The Village will use its best efforts to review and approve the master building blueprints within fifteen (15) days, or within such other time as may be agreed between the Parties. If the Village does not approve the master building blueprints or plans it shall, with specificity, give Owner notice of the elements of said blueprints or plans which do not conform to applicable Village codes and ordinance.

16. Signage.

(a) Owner shall have the right to install temporary illuminated signage on the Northerly Acres, subject to the following conditions:

- (i) There may be one sign advertising the Northerly Acres for sale, which may be erected upon execution by the parties of this Third Amended and Restated Development Agreement, subject to the other requirements of this sub-paragraph, including the size restriction otherwise set forth in sub-paragraph (ii) below.

- (ii) Subsequently there shall be not more than four (4) double-faced signs, advertising Owner's future development of the Northerly Acres. Such signs shall not exceed 72 square feet per face. Two of the signs shall be located on the north side of IL 72, and two on the south side.
- (iii) All signs shall be located adjacent to and outside the right-of-way of State Route 72 and none shall be located within the right-of-way of any dedicated street.
- (iv) Illumination shall be directed onto each respective sign, and shall not spill over beyond the sign face.
- (v) Such signs may be erected by Owner on the Northerly Acres promptly after approval of a final plat of subdivision for all or any part of the Northerly Acres.
- (vi) Such signs shall be subject to approval by building permit, including the location of any such sign(s), such approval and/or permitting shall not unreasonably be withheld.
- (vii) All of such signs shall be maintained in good and presentable condition at all times, and the signs for any residential portion of the Northerly Acres shall be promptly removed as a condition of issuance of the last remaining building permit for any Dwelling Unit in the development.

(b) Owner shall be permitted (but shall not be obligated) to install one permanent single or double-faced community identification ground sign, not exceeding eight feet in height or 160 square feet per face at any point of access to the Northerly Acres; provided, such sign shall be located on private property in a properly established easement or outlot and may not be located closer than five (5) feet to any right-of-way. The construction plans for such signs shall be subject to the review and approval of the Village Board which approval shall not be unreasonably withheld. At the time of submission of such construction plans, Owner shall be required to deliver evidence to the Village that each such sign will be adequately maintained by a Property Owner's Association. After Village Board approval of said sign, the Building Department shall issue a permit within ten (10) business days.

(c) To the extent the current or future ordinances and regulations of the Village permit signs in greater number of or greater size than are authorized in this Paragraph, the Owner shall be permitted to erect such larger number or size.

(d) Nothing in this Paragraph shall limit Owner's right to install other signs on the Northerly Acres that are otherwise permitted by Village ordinance.

(e) The Village shall reasonably consider the approval of additional illuminated neighborhood monument identification signage requested at a future date by Owner.

(f) Owner may display at least three temporary community identification flags on 25 foot high poles per model home on the Northerly Acres. In addition, at least one American flag may be displayed on a 30 foot high pole in connection with the pre-sale trailer.

17. Occupancy Certificates.

(a) The Village agrees to perform a final inspection within two (2) days of a request for said final inspection. The Village agrees to issue Certificates of Occupancy within ten (10) days after the application therefor or to issue a Letter of Denial within said period of time informing the Owner specifically as to what corrections are necessary as a condition to the issuance of a Certificate of Occupancy, quoting the section of any code or ordinance relied upon by the Village in its request for correction.

(b) Any resubmittal of an application for a certificate of occupancy after issuance of a Letter of Denial shall be processed by the Village within one (1) day in the same manner as any other such application, except that no additional application fee shall be required therefor.

(c) Temporary certificates of occupancy for Dwelling Units shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, foundation plantings, driveways, public sidewalks, private walkways, topsoil re-spread, sod, parkway trees and seeding to be completely finished, provided that such Dwelling Units and related structures, and such commercial uses, respectively, are in a substantially completed condition and are fit for habitation. As a condition of issuance of such temporary certificate of occupancy, Owner shall deposit with the Village Clerk a sum sufficient to secure completion of the related improvements in accordance with the schedule of deposits attached hereto and incorporated herein as Exhibit "M" for each Dwelling Unit for which a temporary certificate of occupancy is requested. Said deposit shall secure construction / installation of such improvements adjacent to the applicable lot and any other work to be performed on the lot. Not later than fourteen (14) days after satisfactory completion of such improvements as to any lot or lots, the Village shall return the deposit to the person who made the deposit.

(d) Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase of the development on the Northerly Acres by each respective Owner, prior to the issuance of any certificate of occupancy in such phase.

18. Village Codes and Ordinances. Except as specifically modified in or varied by the Preliminary Development Plan or pursuant to this Third Amended Agreement and/or the exhibits attached hereto, the Northerly Acres shall be developed in compliance with all ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter. Provided, however, that the application of any such ordinance, regulation or code adopted after Village approval of this Third Amended Agreement shall not:

- (a) result in a reduction in the number of residential building lots or Dwelling Units herein approved for the Northerly Acres, without the written consent of the Owner thereof;
- (b) alter or eliminate any of the ordinance departures set forth herein; or
- (c) result in any subdivided lot or structure constructed within the Northerly Acres being classified as non-conforming under any ordinance of the Village.

The foregoing to the contrary notwithstanding, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the Northerly Acres, pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Northerly Acres; and Owner shall comply with same; provided, however, that any so-called grandfather provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Northerly Acres shall be given full force and effect.

19. Defense. The Village and Owner agree to cooperate with each other in the defense of any lawsuits or claims brought against Owner and/or the Village by any person or persons in regard to any of the following matters relating to the Northerly Acres or any portion thereof: (i) the Original Development Agreement, ARDA-2, or this Third Amended Agreement; (ii) the annexation of the Northerly Acres to the Village; (iii) the zoning or subdivision of the Northerly Acres; (iv) Special Service Area #13 or Special Service Area #23; (v) any suit for condemnation for all or any portion of the Northerly Acres (brought by any other governmental body). Each Party shall be responsible for its own legal fees and costs in defending against any such claims, and each Party shall be responsible only for any settlement or judgment agreed by or imposed upon such Party.

20. Reimbursement of Village Expenses and Consultant Fees. Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable following the Effective Date of this Third Amended Agreement for review of all or any part of the design, plans, agreements, or any other element or feature of the development, in accordance with the applicable provisions of the Village Code. Such costs shall be billed by the Village and payable by Owner in accordance with the then-applicable provisions of the Village Code. The obligation of Owner shall include depositing such sum with the Village Clerk as is required by written Village policy in effect at the time of approval of this Third Amended Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the Parties to arbitration. The decision of the arbitrator shall be binding.

21. Term of Third Amended Agreement. This Third Amended Agreement shall remain in full force and effect until the earlier of (the "Term"):

- (a) the completion and acceptance of all public improvements and the issuance of the

last certificate of final occupancy by the Village for the last building or Dwelling Unit located on the Northerly Acres, or

(b) November 1, 2038.

22. Amendments. The Village and Owner may, by mutual consent, agree in writing to amend the terms and provisions of this Third Amended Agreement. However, only the written approval of the legal title holder of an interest in the property subject to the amendment (the legal title holder of the property subject to the amendment) shall be required to effect such amendment. No purported oral amendment to the Third Amended Agreement shall be binding or enforceable.

23. Notices.

All notices, requests and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested, or sent via overnight courier as follows:

To the Village:

Village of Hampshire
234 South State St.
P.O. Box 457
Hampshire, IL 60140-0457
Attention: Village Clerk

With a copy to:

Mark Schuster, Esq.
Bazos, Freeman, Schuster & Pope LLC
1250 Larkin Avenue - Suite 100
Elgin, IL 60123

To the Owner / Northerly Acres:

Hampshire Property, LLC
535 Plainfield Road Suite B
Willowbrook, IL 60527
Attention: Mr. Tom Small

With a copy to:

Thomas R. Burney, Esq.
Law Office of Thomas R. Burney
40 Brink Street
Crystal Lake, IL 60014

Notices shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier.

24. Mutual Assistance.

(a) The Parties shall do all things necessary or appropriate to carry out the terms and

provisions of this Third Amended Agreement and to aid and assist each other in carrying out the terms and objectives of this Third Amended Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Third Amended Agreement and as may be necessary to give effect to the terms and objectives of this Third Amended Agreement and the intentions of the Parties as reflected by said terms.

(b) The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State or County) financial entitlements or other aid and assistance required or useful for the construction or improvement of the Northerly Acres and facilities in and on the Northerly Acres or for the provision of services to residents of the Northerly Acres, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

(c) The Village shall grant to Owner without charge the necessary easements and/or permits as may be required across Village owned or controlled right-of-way or other property for the construction, installation or repair of customer utility lines and other facilities and services as are required for the development of the Northerly Acres. Owner agrees to promptly repair and replace any Village property damages or disturbed by reason of Owner's work in connection with the foregoing, in a manner satisfactory to the Village.

25. Remedies.

(a) This Third Amended Agreement may be enforced by either Party or by an appropriate action at law or in equity to secure the performance of the terms of this Third Amended Agreement herein described. Any such action shall be filed in the Sixteenth (16th) Judicial Circuit, Kane County, Illinois, which court shall be the exclusive venue for any such action.

(b) No action taken by any Party hereto pursuant to the provisions of this Paragraph or pursuant to the provisions of any other paragraph of this Third Amended Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Third Amended Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. However, the Village shall not have the right to withhold any approval, consent, license or permit during the pendency of any lawsuit unless the same is related to the subject matter of the lawsuit.

(c) If either Party shall fail to perform any of its material obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the

Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

(d) The failure of the Parties to insist upon the strict and prompt performance of the terms, agreements, and conditions herein contained, or any one of them, upon any other Party imposed shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

(e) If the performance of any terms of this Third Amended Agreement to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay.

(f) Except in cases of emergency where immediate danger to health or life exists and/or work fails to meet the requirements of or exceeds the scope of the permits issued, the Village shall not issue any stop orders directing work stoppage on buildings or improvements on the Northerly Acres or any part thereof. Any stop order shall set forth in detail the reasons for such stop order and shall cite the provisions of law on which the Village is issuing the stop order. Upon correction of the defect(s) and a request to the Building Inspector for a re-inspection, the Village shall re-inspect within one (1) business day and if the defect(s) is cured, the Village shall withdraw the stop order. In the event a "Fail Notice/Partial Stop" is issued by the Village Building Inspector, the other trades shall be permitted to continue work. Upon correction of the defects and the request to the Building Inspector for a re-inspection, the Village shall re-inspect within one (1) business day, and if the defect is cured the Village shall withdraw the Fail Notice/Partial Stop. In the event of multiple Owners of the Northerly Acres, the stop work order shall only be directed only to the Owner responsible for the violation and to the unit or the development where the violation exists. A stop work order on any one or more Dwelling Units on the Northerly Acres shall not be the basis for a stop work order on another Dwelling Unit.

(g) TWHI and Unit Owners shall be deemed third party beneficiaries of the following provisions of this Third Amended Agreement:

- Paragraphs 4(j) and 7(e) regarding funds to be paid to Hampshire East, LLC and to Hampshire West, LLC, respectively;
- Paragraph 5(d) regarding the installation the Pressure Reducing Valve;
- Paragraph 6(a) regarding the detention/retention basins;
- Paragraph 13(h) regarding wetlands;
- Paragraph 13(i) regarding erosion control; and
- Paragraph 22 regarding Amendments / no amendments re funds due; PRV installation; detention basins in Unit 2; wetlands / ACOE; and erosion control

with the right to enforce such provisions and exercise all remedies available to them in the event

of a breach of any of such provisions, the same as if they were a party to this Third Amended Agreement.

26. Successors and Assigns.

(a) This Third Amended Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns, including, without limitation, successor purchasers, grantees, and transferees of the Northerly Acres and successor corporate authorities of the Village. To this end, this Third Amended Agreement shall run with the land.

(b) Notwithstanding and in addition to the foregoing, the Village acknowledges and agrees that Owner may not intend to act as builder or developer of any portion of the Northerly Acres, but intends rather to sell and convey various portions of the Northerly Acres to third parties for construction and/ or development, and Owner acknowledges that each such builder and its successor must comply with all of the terms of this Third Amended Agreement. If Owner does transfer and assign its rights and delegates its obligations under this Third Amended Agreement to a third party for all or any portion of the Northerly Acres, and if Owner, by notice, provides the Village Clerk the name and address of such third party and identifies the portion of the Northerly Acres that has been transferred, and if Owner delivers to the Village Clerk: (i) written evidence of such third party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event Owner shall no longer have any liability or responsibility for the obligations which have been so transferred. Sales of individual lots that have been improved with a residence and for which a certificate of occupancy has been issued are excluded from this notice requirement.

27. Liability of Corporate Authorities. The Parties hereto acknowledge and agree that the individuals who are members of the corporate authorities entering into this Third Amended Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever for such action. The Village acknowledges and agrees that the individuals who are executing this Third Amended Agreement on behalf of Owner have each done so in his or her legal corporate capacity, and that neither they nor any officer, member, or manager of Hampshire Property, LLC shall have any personal liability whatsoever for taking such action or under this Third Amended Agreement.

28. No Cross-Default. Owner shall not be denied any appropriate request for approval of any final Plat of Subdivision for respective portion of the Northerly Acres, or for issuance of a building permit or certificate of occupancy for any residential structure to be erected or to be erected on the Northerly Acres, on the basis of any then-existing default of any Unit 1 Owner or any developer of the Southerly Acres.

29. Counterparts. This Third Amended Agreement may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

30. Severability. If this Third Amended Agreement or any provision hereof is held invalid,

such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the terms of the remaining provisions contained herein, unless both the Village and Owner mutually deem the provision to be material to this Third Amended Agreement. The Village and Owner hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

31. Integration. This Third Amended Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Northerly Acres. All prior discussions, understandings and agreements pertaining such rezoning, subdivision and development are expressly merged into and superseded by this Third Amended Agreement. This Third Amended Agreement supersedes the Original Development Agreement and ARDA-2, respectively, in its entirety.

32. Rules of Construction. In construing this Third Amended Agreement, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. The headings, titles, and captions in this Third Amended Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Third Amended Agreement. Unless otherwise provided in this Third Amended Agreement, any reference in this Third Amended Agreement to “day” or “days” shall mean business days. If the date for the giving of any notice required or permitted to be given, the occurrence of any event, or the performance of any obligation, under this Third Amended Agreement falls on a Saturday, Sunday, or federal holiday, then the notice, occurrence or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

33. Voiding of Agreement. This Agreement shall be void and of no further force and effect, without any action or notice by any of the Parties, if the closing of the Contract has not been concluded as of the close of business on December 31, 2021.

IN WITNESS WHEREOF, the Parties have signed this Third Amended Agreement on the date and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

VILLAGE OF HAMPSHIRE

By: Michael J. Reid, Jr.
Michael J. Reid, Jr.
Village President

ATTEST:

By: Linda Vasquez
Linda Vasquez
Village Clerk

HAMPSHIRE PROPERTY, LLC

By: Bruno A. Pasquelli
Bruno A. Pasquelli
Its: Manager

By: _____
Diane G. Hill
Its: Manager

By: _____
Karen Cohen
Its: Manager

Unofficial

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael J. Reid, Village President, and Linda Vasquez, Village Clerk of the Village of Hampshire, Inc. an Illinois Municipal Corporation, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she each signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 18TH day of NOVEMBER, 2021.

M. Brandes
Notary Public



Unofficial

VILLAGE OF HAMPSHIRE

By: _____
Michael J. Reid, Jr.
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

HAMPSHIRE PROPERTY, LLC

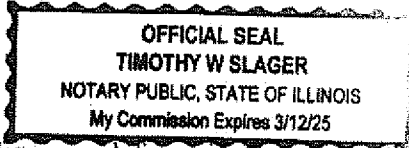
By: _____
Bruno A. Pasquelli
Its: Manager

By: _____
Diane G. Hill
Its: Manager

By: _____
Karen Cohen
Its: Manager

Unofficial

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)



The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruno A. Pasquinelli, Manager of Hampshire Property, LLC, an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 17 day of NOVEMBER, 2021.

[Handwritten Signature]

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Diane G. Hill, Manager of Hampshire Property, LLC, an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 20____.

[Handwritten Signature]

Notary Public

VILLAGE OF HAMPSHIRE

By: _____
Michael J. Reid, Jr.
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

HAMPSHIRE PROPERTY, LLC

By: _____
Bruno A. Pasquinelli
Its: Manager

By: Diane G. Hill
Diane G. Hill
Its: Manager

By: _____
Karen Cohen
Its: Manager

Unofficial

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bruno A Pasquini, Manager of Hampshire Property, LLC, an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 20__.

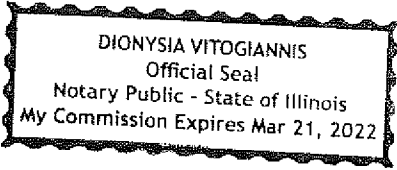
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Diane G. Hill, Manager of Hampshire Property, LLC, an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 16 day of November, 2021.

Dionysia Vitogiannis
Notary Public



VILLAGE OF HAMPSHIRE

By: _____
Michael J. Reid, Jr.
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

HAMPSHIRE PROPERTY, LLC

By: _____
Bruno A. Pasquinelli
Its: Manager

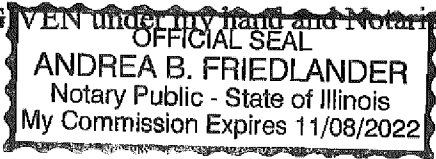
By: _____
Diane G. Hill
Its: Manager

By: Karen Cohen
Karen Cohen
Its: Manager

Unofficial

STATE OF ILLINOIS)
) SS
COUNTY OF Lake)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Karen Cohen, Manager of Hampshire Property, LLC, an Illinois Limited Liability Company, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 17th day of November, 2021.
 OFFICIAL SEAL
ANDREA B. FRIEDLANDER
Notary Public - State of Illinois
My Commission Expires 11/08/2022
Andrea B. Friedlander
Notary Public

Unofficial

LIST OF EXHIBITS

- A Legal Description of the Northerly Acres property
- B — Intentionally omitted
- C Preliminary Plat of Subdivision for Tuscany Woods, Unit 2
- D --- Intentionally omitted
- E Schedule of Transition Fee / Impact Fees / Connection Fees
- F Voucher form -- Sanitary Sewer fees
- G Map Identifying NW Quadrant per Par. 5(a)
- H Voucher form -- Water System fees
- I Voucher form -- Public Use fees
- J Voucher form -- Park fees
- K Specifications -- Construction of Streets / Roadways
- L Grading / Site Development (Earthwork Requirements)
- M Schedule of Deposits -- Temporary Occupancy

EXHIBIT A

Legal Description
(Northerly Acres)

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT A

EXHIBIT "A"

Legal Description
(Northerly Acres)

That part of the South Half of the Southwest Quarter of Section 23, part of the Southwest Quarter of the Southeast Quarter of Section 23, part of the Northwest Quarter of Section 26, and part of the West Half of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois, described as follows:

Commencing at the Southwest Corner of said Northwest Quarter of Section 26; thence North 00 Degrees 00 Minutes 48 Seconds West along the West Line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet to the Place of Beginning; thence North 00 Degrees 00 Minutes 48 Seconds West along the West Line of said Northwest Quarter of Section 26 a distance of 1,326.74 feet to the Northwest Corner of the Northwest Quarter of said Section 26; thence North 00 Degrees 00 Minutes 55 Seconds East along the West Line of said Southwest Quarter of Section 23 a distance of 1,184.86 feet to the South Line of that property conveyed according to Document Number 91K29093; thence South 89 Degrees 56 Minutes 57 Seconds East along said South Line a distance of 1,916.87 feet to the Southeast Corner of said property conveyed by said Document Number 91K29093; thence North 00 Degrees 03 Minutes 03 Seconds East along the East Line of said property according to said Document Number 91K29093 a distance of 50.00 feet to the Southerly Line of the Right of Way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 89 Degrees 56 Minutes 57 Seconds East along said South Right of Way Line a distance of 724.05 feet to a point of curvature; thence Easterly along said Southerly Right of Way Line, Being along the Arc of a curve concave to the Southwest, having a radius of 5,751.33 feet, having a chord bearing of South 84 Degrees 40 Minutes 00 Seconds East, a distance of 1,060.49 feet; thence South 04 Degrees 05 Minutes 00 Seconds West 249.51 feet to the Northerly Line of that property conveyed according to Document Number 2005K117262; thence Westerly and Southerly along the Northern and Western Boundary of said property conveyed by said Document Number 2005K117262 the following sixteen Courses: 1) South 89 Degrees 43 Minutes 26 Seconds West 7.62 feet to a point of curvature; thence 2) Westerly along the arc of a curve concave to the Northeast, having a radius of 883.00 feet, having a chord bearing of North 86 Degrees 47 Minutes 21 Seconds West, a distance of 107.48 feet; thence 3) South 04 Degrees 05 Minutes 00 Seconds West 120.22 feet; thence 4) North 89 Degrees 23 Minutes 22 Seconds West 95.00 feet; thence 5) South 82 Degrees 47 Minutes 44 Seconds West 95.00 feet; thence 6) South 78 Degrees 22 Minutes 13 Seconds West 12.59 feet; thence 7) South 77 Degrees 51 Minutes 11 Seconds West 87.12 feet; thence 8) North 12 Degrees 08 Minutes 49 Seconds West 120.00 feet; thence 9) South 77 Degrees 51 Minutes 11 Seconds West 139.00 feet; thence 10) South 12 Degrees 08 Minutes 49 Seconds East 125.00 feet; thence 11) South 77 Degrees 51 Minutes 11 Seconds West 510.00 feet; thence 12) South 12 Degrees 08 Minutes 49 Seconds East 795.59 feet to a point of curvature; thence 13) Southeasterly along the arc of a curve concave to the Northeast, having a radius of 417.00 feet, having a chord bearing of South 32 Degrees 17 Minutes 33 Seconds East, a distance of 293.24 feet to a point of reverse curvature; thence 15) Southeasterly Along the arc of a curve concave to the Southwest, having a radius of 283.00 feet, having a chord bearing of South 34 Degrees 54 Minutes 28 Seconds East, a distance of 173.17 feet to a point of

Tuscany Woods Unit 2
Northerly Acres

tangency; thence 16) South 17 Degrees 22 Minutes 40 Seconds East 8.60 feet to the Northerly Line of Tuscany Woods Unit 1, being a subdivision of part of said Section 26, according to the plat thereof recorded December 27, 2006, as Document Number 2006K139816; thence Southwesterly and Westerly along the northern boundary of said Tuscany Woods Unit 1 the following eleven courses: 1) Southwesterly along the arc of a curve concave to the Southeast, having a radius of 465.00 feet, having a chord bearing of South 38 Degrees 14 Minutes 41 Seconds West, a distance of 624.06 feet to a point of tangency; thence 2) South 00 Degrees 12 Minutes 09 Seconds East 141.57 feet; thence 3) South 89 Degrees 47 Minutes 51 Seconds West 554.51 feet to a point of curvature; thence 4) Northwesterly along the arc of a curve concave to the Northeast, having a radius of 310.00 feet, having a chord bearing of North 66 Degrees 33 Minutes 51 Seconds West, a distance of 255.79 feet to a point of tangency; thence 5) North 42 Degrees 55 Minutes 33 Seconds West 237.98 feet to a point of curvature; thence 6) Northwesterly along the arc of a curve concave to the Southwest having a radius of 390.00 feet, having a chord bearing of South 60 Degrees 33 Minutes 51 Seconds West, a distance of 321.80 feet to a point of tangency; thence 7) South 89 Degrees 47 Minutes 51 Seconds West 263.57 feet to a point of curvature; thence 8) Northwesterly along the arc of a curve concave to the Southeast, having a radius of 590.00 feet, having a chord bearing of South 64 Degrees 01 Minute 34 Seconds West, a distance of 530.76 feet to a point of tangency; thence 9) South 38 Degrees 15 Minutes 18 Seconds West 309.48 feet to a point of curvature; thence 10) Southwesterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of South 64 Degrees 00 Minutes 14 Seconds West, a distance of 233.69 feet to a point of tangency; thence 11) South 89 Degrees 45 Minutes 10 Seconds West 246.72 feet to the Place of Beginning; in the Village of Hampshire, Kane County, Illinois.

PINs:

Common Address: Vacant land, Hampshire, IL.

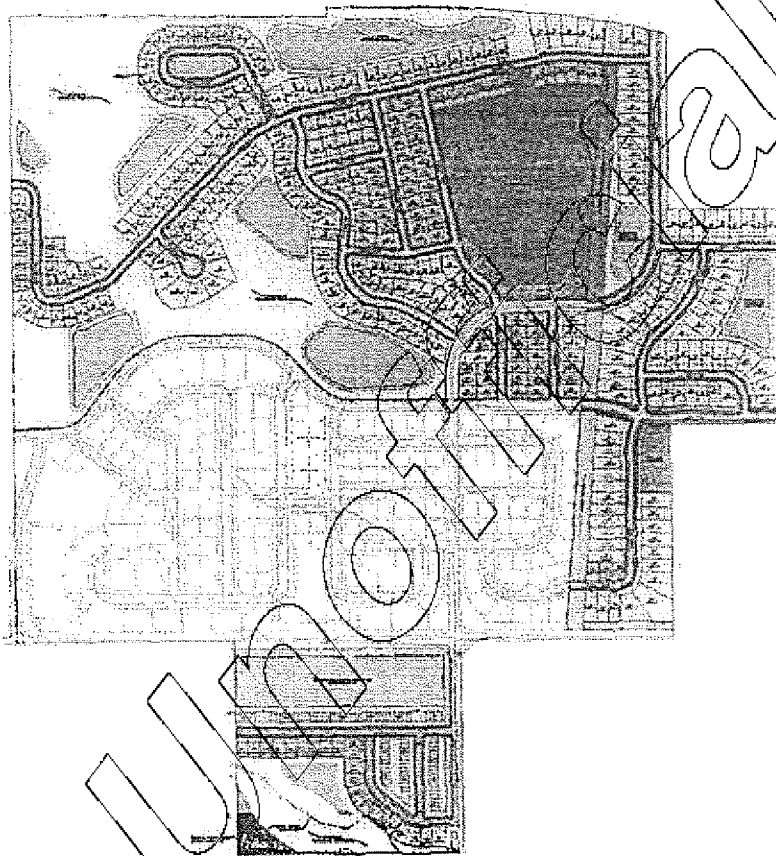
EXHIBIT C

Preliminary Development Plan

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT C



SITE LOCATION MAP



LOT SIZE DISTRIBUTION LEGEND

- SINGLE FAMILY LOTS**
- 8,000-10,000 S.F. [Symbol]
- 10,000-12,000 S.F. [Symbol]
- 12,000-14,000 S.F. [Symbol]
- GREATER THAN 14,000 S.F. [Symbol]
- DUPLEX LOTS**
- 4,000-10,000 S.F. [Symbol]
- GREATER THAN 10,000 S.F. [Symbol]
- TOWNHOME UNITS**
- 10,000 S.F. (1.44 AD) [Symbol]
- COMMERCIAL LOT**
- GREATER THAN 10,000 S.F. [Symbol]

LAND USE COVERS

- 12' SIDEWALK [Symbol]
- DRIVEWAY [Symbol]

THE CITY OF HOUSTON, TEXAS
 DEPARTMENT OF PLANNING
 1001 SHAWMUT DRIVE, HOUSTON, TEXAS 77002

PREPARED BY:
 [Faint text]
 DATE: [Faint text]



LOT SIZE DISTRIBUTION SUMMARY

SINGLE FAMILY LOTS

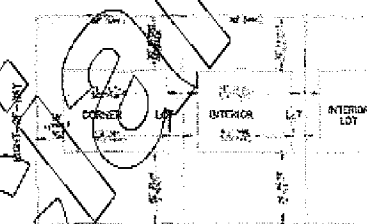
	No.	%
8,400-8,999 S.F.	38	11.7%
9,000-9,999 S.F.	48	14.7%
10,000-10,999 S.F.	59	18.1%
11,000-11,999 S.F.	28	8.6%
12,000-12,999 S.F.	55	16.9%
13,000-13,999 S.F.	28	8.6%
14,000-14,999 S.F.	19	5.8%
15,000-15,999 S.F.	14	4.3%
16,000-16,999 S.F.	17	5.2%
17,000 S.F. & LARGER	20	6.1%
TOTAL:	528	

DUPLEX LOTS

	No.	%
8,000-8,999 S.F.	15	68.2%
9,000-9,999 S.F.	5	22.8%
10,000-10,999 S.F.	1	4.5%
11,000-11,999 S.F.	1	4.5%
TOTAL:	22	

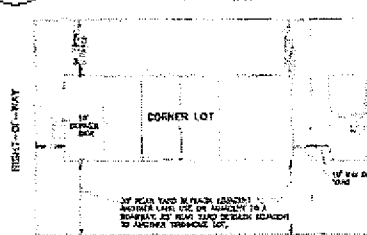
TYPICAL LOT DETAIL

SINGLE FAMILY



TYPICAL LOT DETAIL

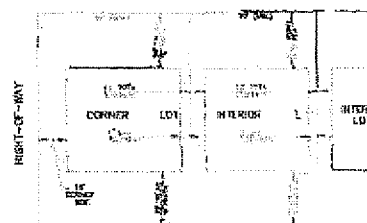
TOWNHOMEL



DUPLEX

(8,000 S.F. MIN. LOT SIZE)

RIGHT-OF-WAY



PHASE II SITE INFORMATION

PREVIOUSLY APPROVED PLAN:
 20,000 S.F. LOTS - 58 LOTS
 12,000 S.F. LOTS - 207 LOTS
 SINGLE FAMILY SUB-TOTAL - 263 LOTS

DUPLEX LOTS - 18 LOTS

PROPOSED PLAN

SINGLE FAMILY LOTS (8,400 S.F. MIN. LOT SIZE) - 326 LOTS (+68 LOTS)
 DUPLEX LOTS (8,000 S.F. MIN. LOT SIZE) - 22 LOTS (+4 LOTS)
 AVERAGE SINGLE FAMILY LOT SIZE - 12,278 S.F.
 AVERAGE DUPLEX LOT SIZE - 9,188 S.F.
 TOWNHOMES - 76 DWELLING UNITS
 TOTAL RESIDENTIAL 448 DWELLING UNITS
 COMMERCIAL SITE - 8.81 AC

NOTES:

1. ALL ROAD R.O.W. LOCATIONS AND BOUNDARY LINES OF ALL OPEN SPACE PARCELS & OUTLOTS HAVE BEEN HELD AND ARE CONSISTENT WITH THE PREVIOUS PHASE II PLANS.
2. LOT DIMENSIONS AND AREAS SUBJECT TO MODIFICATION AT TIME OF FINAL SUBDIVISION PLAT PREPARATION.

PREPARED BY: [Illegible]
 CHECKED BY: [Illegible]
 DATE: [Illegible]
 PROJECT: [Illegible]
 SHEET: [Illegible]
 2 of 2

7

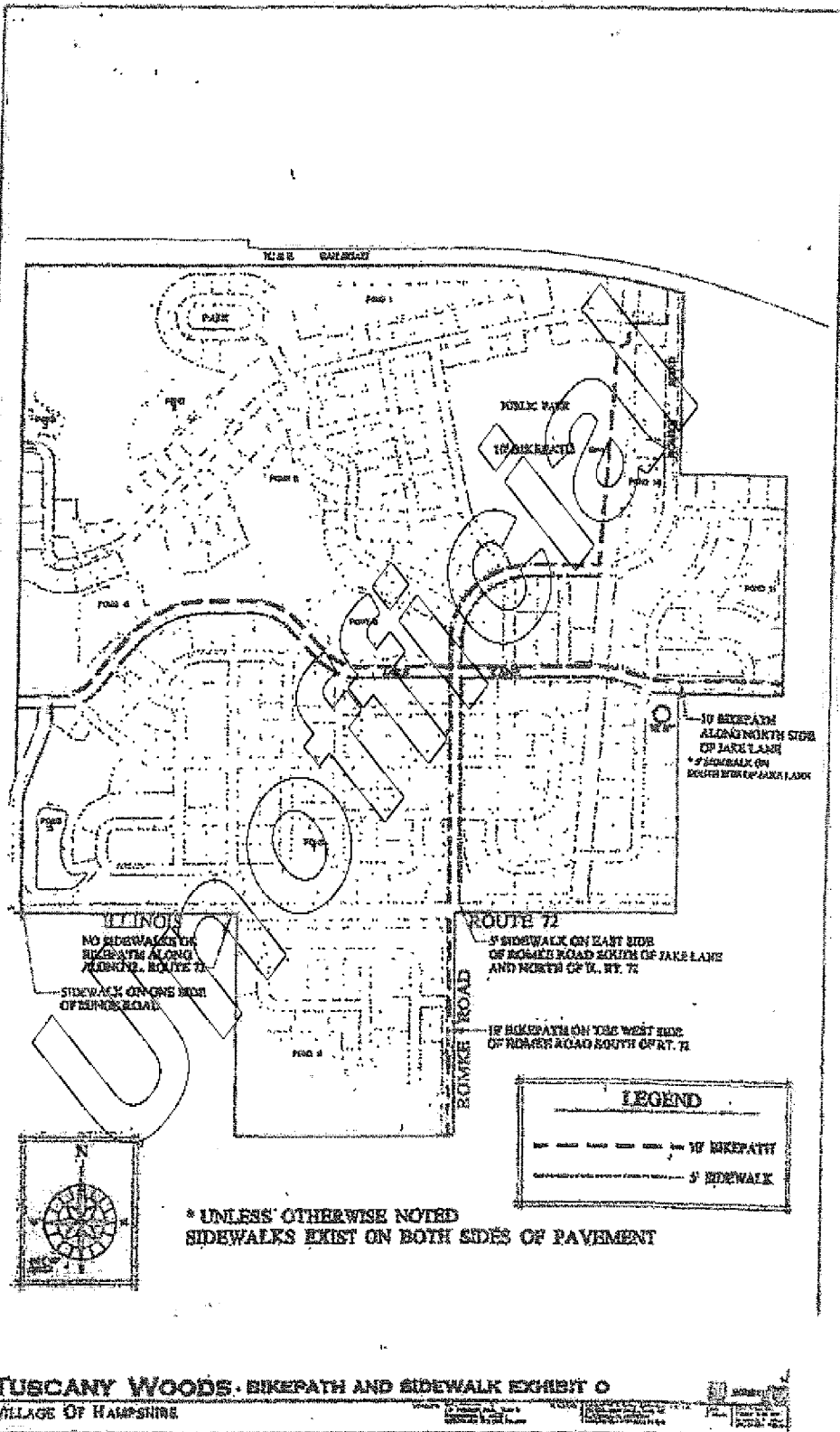


EXHIBIT E

Schedule of Impact Fees, Transition Fees and Connection Fees

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT E

Village of Hampshire
Tuscany Woods Unit #2
ARDA-3 for Northerly / Southerly Acres

Exhibit E

HAMPSHIRE Summary / Fees	2019								
	School	Park	Village / Public	Fire	Library	Transport	Cemetery	Early Warning	Totals
Transition	\$ 3,571.82	\$ 324.72	\$ 769.84	\$ 729.62	\$ 110.40				\$ 5,506.40
2 BR SFR	\$ 700.68	\$ 2,622.10	\$ 1,048.84	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 6,879.62
3 BR SFR	\$ 2,851.69	\$ 3,768.70	\$ 1,507.48	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 10,593.87
4 BR SFR	\$ 4,865.95	\$ 4,893.20	\$ 1,957.28	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 14,182.43
5 BR SFR	\$ 3,772.34	\$ 4,901.00	\$ 1,960.00	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 13,099.34
1 BR TH	\$ -	\$ 1,550.90	\$ 620.36	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 4,637.26
2 BR TH	\$ 670.18	\$ 2,587.00	\$ 1,034.80	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 6,757.98
3 BR TH	\$ 1,260.74	\$ 3,109.60	\$ 1,243.84	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 8,080.18
Studio	\$ -	\$ 1,682.20	\$ 672.88	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 4,821.08
1 BR Apt	\$ 9.69	\$ 2,285.40	\$ 914.16	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 5,675.25
2 BR Apt	\$ 689.95	\$ 2,488.20	\$ 995.28	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 6,639.43
3 BR Apt	\$ 1,867.21	\$ 3,968.90	\$ 1,587.56	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 9,889.67
Duplex	Same as TH - based on # of BR's								

	Water Connection	Sewer Connection						Totals Connection	
2 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	\$ 11,465.00		
3 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	\$ 11,465.00		
4 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	\$ 11,465.00		
5 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	\$ 11,465.00		
1 BR TH	\$ 2,400.00	\$ 2,685.00	---	---	---	---	\$ 5,085.00		
2 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	\$ 9,970.00		
3 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	\$ 9,970.00		
Studio	Per Commerical Building Schedule of Connection Fees - see below								
1 BR Apt	"	"	---	---	---	---			
2 BR Apt	"	"	---	---	---	---			
3 BR Apt	"	"	---	---	---	---			
Duplex	Same as TH - based on # of BR's								

This fee table is generally applicable throughout the Village. The Transition Fees as shown are current as of September 2019, per Res.No. 18-18, adopted 9-6-18; the Transition Fees are subject to adjustment in January of each year thereafter.

Credits are due for Water Connection Fees, Sewer Connection Fees and Public Use Fees, per the Third Amended and Re-Stated Development Agreement. The credits will be applied to dwelling units and/or commercial uses to be developed on the Northerly Acres and/or the Southerly Acres on a first come-first served basis. After exhaustion of the credits, the Water Connection Fees, Sewer Connection Fees, and Public Use Fees will be due and payable in full at the time of each subsequent application for building permit.

Any school donations shall be due in cash, not in land.

Park Impact Fees have been satisfied by donation of the park site (now, Tuscany Woods Park). In addition, Owner of the Northerly Acres has also donated a sum equal to \$1,000 for the first 299 Dwelling Units to be constructed on the Northerly Acres, and will be obligated to donate \$1,000 per Dwelling Unit for all dwelling units to be constructed in excess of 299. The donation is due at the time of application for building permit for each such Dwelling Unit. See Paragraph 10 of the Third Amended and Restated Development Agreement for the Northerly Acres.

Water Connection Fees and Sewer Connection Fees are governed by Section 8-1-3 of the Village Code.

A copy of the pertinent portions of Section 8-1-3 are attached below and incorporated into this Exhibit E.

Unofficial

Village of Hampshire
Tuscany Woods, Unit #2
ARDA-3 for Northerly Acres

Attachment to Exhibit E

Hampshire Municipal Code
§ 8-1-3 Water and Sewer Connections
C. Connection Fees

1. Water Connection Fees: * * *

b. Office, Commercial and Industrial Uses: A unit for purposes of this section shall be defined as a separate office, commercial or industrial use which is separated physically or financially as a separate fee ownership, or rental, by the landlord or owner of the respective property, and the connection fee for water service shall be charged as follows:

1 inch meter	\$1,200.00
1 ½ inch meter	\$1,500.00
2 inch meter	\$2,500.00
3 inch meter	\$3,750.00
4 inch meter	\$5,600.00
5 inch meter	\$6,250.00
6 inch meter	\$7,500.00

Provided, where any office, commercial or industrial building is constructed with only one connection, without separate connections to each unit therein which is otherwise separated physically or financially as a separate ownership or rental by the owner of the property, the connection fee to be charged will be calculated as set out in this sub-section based on the size of the water meter(s) for the building.

Provided further, for any water meter greater than 6" in size, for each increment of 1" or any part thereof a sum equal to \$1,250.00 shall be added to the fee prescribed herein for a 6" meter.

2. Sewer Connection Fees: * * *

b. Office, Commercial and Industrial Uses: A unit for purposes of this section shall be defined as a separate office, commercial or industrial use which is separated physically or financially as a separate fee ownership, or rental, by the landlord or owner of the respective property, and the connection fee for sanitary sewer service shall be charged as follows:

1 inch meter	\$3,000.00
1 ½ inch meter	\$5,000.00
2 inch meter	\$7,000.00
3 inch meter	\$10,500.00
4 inch meter	\$14,000.00
5 inch meter	\$17,500.00
6 inch meter	\$21,000.00

**Village of Hampshire
Tuscany Woods, Unit #2
ARDA-3 for Northerly Acres**

Provided, where any office, commercial or industrial building is constructed with only one connection, without separate connections to each unit therein which is otherwise separated physically or financially as a separate ownership or rental by the owner of the property, the connection fee to be charged will be calculated as set out in this sub-section based on the size of the water meter(s) for the building.

Provided further, for any water meter greater than 6" in size, for each increment of 1" or any part thereof a sum equal to \$3,500 shall be added to fee prescribed herein for a 6" meter.

3. Definition: For purposes of this section, a "dwelling unit" shall be defined as set forth in the village zoning regulations in section 6-2-2 of this Code.

4. Connection Fees: All connection fees shall be paid upon submitting application for a building permit, unless otherwise provided in any agreement between the owner and the village. (Ord. 07-55, 11-15-2007; amd. Ord. 21-17, 5-20-2021; Ord. 21-20, 6-3-2021)

Unofficial

EXHIBIT F

Voucher Form for Sanitary Sewer Connection Fee

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT F

**CREDIT VOUCHER
SANITARY SEWER CONNECTION FEE
(Tuscany Woods #2)**

VOUCHER NO. _____

LOT NUMBER _____

ADDRESS : _____

TYPE OF UNIT: Single family Duplex Townhouse Commercial

<input type="checkbox"/> xxx	<input type="checkbox"/> xxx	<input type="checkbox"/> Studio
<input type="checkbox"/> 1BR	<input type="checkbox"/> 1BR	<input type="checkbox"/> 1BR
<input type="checkbox"/> 2BR	<input type="checkbox"/> 2BR	<input type="checkbox"/> 2BR
<input type="checkbox"/> 3BR	<input type="checkbox"/> 3BR	<input type="checkbox"/> 3BR
<input type="checkbox"/> 4BR	<input type="checkbox"/> 4BR	<input type="checkbox"/> 4BR
<input type="checkbox"/> 5BR	<input type="checkbox"/> 5BR	<input type="checkbox"/> 5BR

INITIAL AMOUNT OF SANITARY SEWER CONNECTION FEE CREDITS \$ 1,525,300.00

CREDITS APPLIED TO DATE: \$ _____
(To Be Supplied by Owner and confirmed by Village)

VALUE OF THIS CREDIT: \$ _____
(Per Agreement / Exhibit E)

REMAINING CREDITS: \$ _____
(To Be Supplied by Owner and confirmed by Village)

DATE: _____ 20____

The Undersigned A) Has been authorized by the Owner to execute this Voucher and authorize the application of the amount of the credits set forth herein.

B) Hereby certifies that the information set forth above is accurate to the best of the undersigned's knowledge.

By: _____
Name
Authorized Signatory

* * * * *

RECEIVED AT VILLAGE: Date: _____, 20____

By: _____



EXHIBIT G

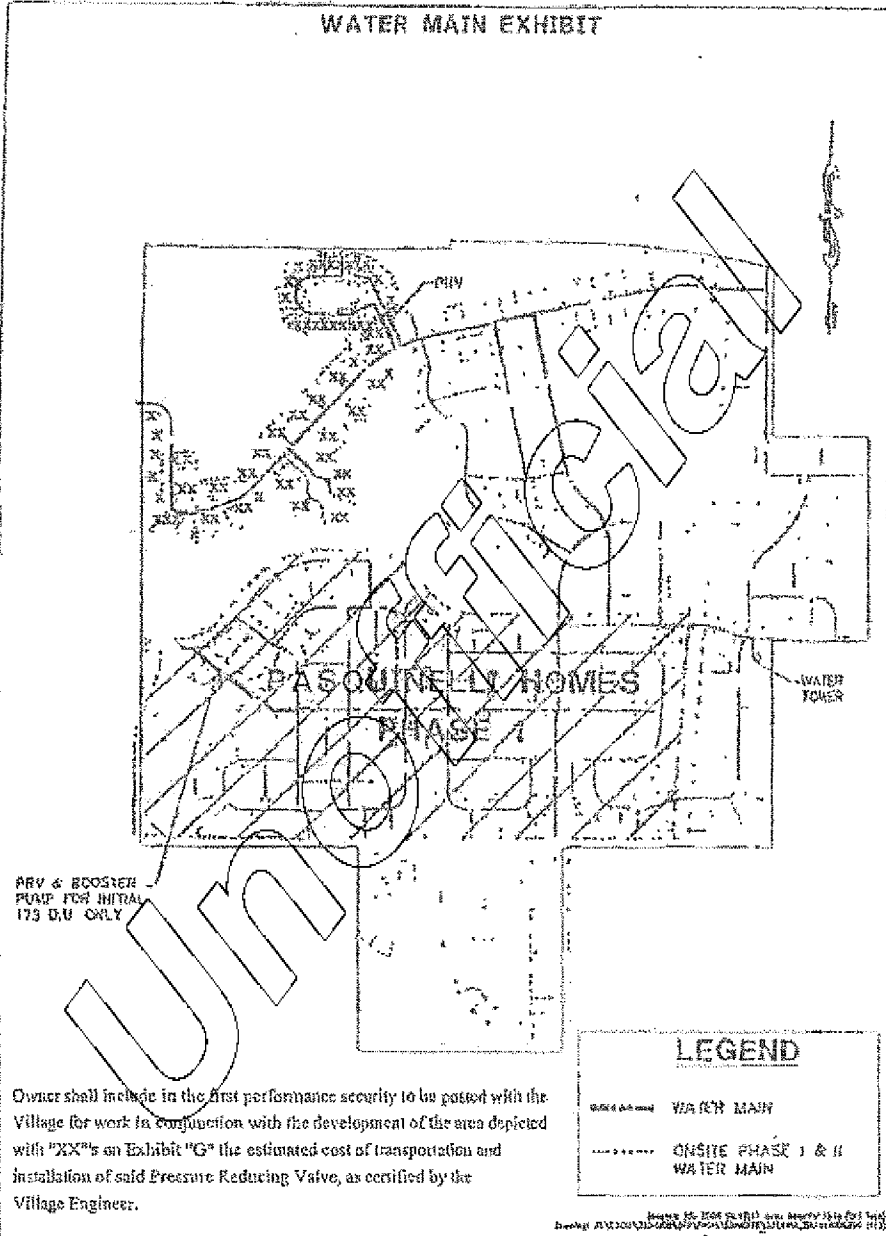
**Northwest Quadrant
(Northerly Acres)**

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT G

WATER MAIN EXHIBIT



ARV & BOOSTER PUMP FOR INITIAL 175 D.U. ONLY

WATER TOWER

RASQUINELLI HOMES PHASE I

LEGEND

- WATER MAIN
- ONSITE PHASE I & II WATER MAIN

Owner shall include in the first performance security to be posted with the Village for work in conjunction with the development of the area depicted with "XX"s on Exhibit "G" the estimated cost of transportation and installation of said Pressure Reducing Valve, as certified by the Village Engineer.

JOHN CONNOR
 JOHN GUDMUNDSON
 JOHN LEDER, LTD.
 100 PARK BLDG. 75 EAST LEXINGTON
 CHICAGO, ILLINOIS 60601
 (312) 462-1115 (312) 462-3549
 CONSULTING ENGINEERS • LAND SURVEYORS
 GENERAL REGISTRARS

TUSCANY WOODS
 EXHIBIT H
 HAMPSHIRE, ILLINOIS

PLANNED BY _____
 PROJECT NO. 3322.00
 DATE 01/29/88
 SCALE NONE
 DRAWN BY HGL
 CHECKED BY DAT

© COPYRIGHT 1988

EXHIBIT
 G

EXHIBIT H

Voucher Form for Water Connection Fee

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT H

**CREDIT VOUCHER
WATER CONNECTION FEE
(Tuscany Woods #2)**

VOUCHER NO. _____

LOT NUMBER _____

ADDRESS: _____

TYPE OF UNIT: Single family Duplex Townhouse Commercial

<input type="checkbox"/> xxx	<input type="checkbox"/> xxx	<input type="checkbox"/> Studio
<input type="checkbox"/> 1BR	<input type="checkbox"/> 1BR	<input type="checkbox"/> 1BR
<input type="checkbox"/> 2BR	<input type="checkbox"/> 2BR	<input type="checkbox"/> 2BR
<input type="checkbox"/> 3BR	<input type="checkbox"/> 3BR	<input type="checkbox"/> 3BR
<input type="checkbox"/> 4BR	<input type="checkbox"/> 4BR	<input type="checkbox"/> 4BR
<input type="checkbox"/> 5BR	<input type="checkbox"/> 5BR	<input type="checkbox"/> 5BR

INITIAL AMOUNT OF WATER CONNECTION FEE CREDITS \$ 1,178,498.00

CREDITS APPLIED TO DATE: \$ _____
(To Be Supplied by Owner and confirmed by Village)

VALUE OF THIS CREDIT: \$ _____
(from Agreement / Exhibit E)

REMAINING CREDITS: \$ _____
(To Be Supplied by Owner and confirmed by Village)

DATE: _____, 20____

The Undersigned A) Has been authorized by the Owner to execute this Voucher and authorize the application of the amount of the credits set forth herein.

B) Hereby certifies that the information set forth above is accurate to the best of the undersigned's knowledge.

By: _____
Name
Authorized Signatory

* * * * *

RECEIVED AT VILLAGE: Date: _____, 20____

By: _____



EXHIBIT I

Voucher Form for Public Use Impact Fee

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT I

**CREDIT VOUCHER
PUBLIC USE IMPACT FEE
(Tuscany Woods #2)**

VOUCHER NO. _____

LOT NUMBER _____

ADDRESS: _____

TYPE OF UNIT: ___ Single family ___ Duplex ___ Townhouse ___ Commercial

___	xxx	___	xxx	___	Studio
___	1BR	___	1BR	___	1BR
___	2BR	___	2BR	___	2BR
___	3BR	___	3BR	___	3BR
___	4BR	___	4BR	___	4BR
___	5BR	___	5BR	___	5BR

INITIAL AMOUNT OF PUBLIC USE FEE CREDIT \$ 120,000.00

CREDITS APPLIED TO DATE: \$ _____
(To Be Supplied by Owner / confirmed by Village)

THIS CREDIT: \$ _____
(Per Agreement / Exhibit E)

REMAINING CREDIT: \$ _____
(To Be Supplied by Owner / confirmed by Village)

DATE: _____ 20__

The Undersigned A) Has been authorized by the Owner to execute this Voucher and authorize the application of the amount of the credits set forth herein.
B) Hereby certifies that the information set forth above is accurate to the best of the undersigned's knowledge.

By: _____
Name
Authorized Signatory

* * * * *

RECEIVED AT VILLAGE: Date: _____ 20__

By: _____

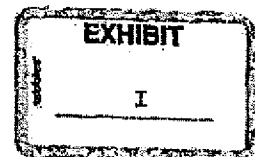


EXHIBIT J

Voucher Form for Park Donations

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT J

**CREDIT VOUCHER
PARK DONATION
(Tuscany Woods Unit #2)**

VOUCHER NO. _____

LOT NUMBER: _____

STREET ADDRESS: _____

INITIAL AMOUNT OF CREDIT: \$ 299,000.00

CREDITS APPLIED TO DATE: \$ _____
(To Be Supplied by Owner / confirmed by Village)

LESS: THIS CREDIT : \$ 1,000.00
(Credit per Dwelling Unit - \$1,000)

REMAINING CREDIT: \$ _____
(After Applying Credit from this Voucher:
(To Be Supplied by Owner / confirmed by Village)

DATE: _____, 20__

The Undersigned A) Has been authorized by the Owner to execute this Voucher; and authorizes the application of the amount of the credit(s) set forth herein; and
B) Hereby certifies that the information set forth above is complete and accurate to the best of the undersigned's knowledge.

By: _____
Name:
Authorized Signatory

* * * * *

RECEIVED AT VILLAGE: Date: _____, 20__

By: _____

NOTE: Vouchers # 1 - #299 - credits applied
Vouchers #299 - #446 - donation due



EXHIBIT K

Specifications for Construction of Roadways

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

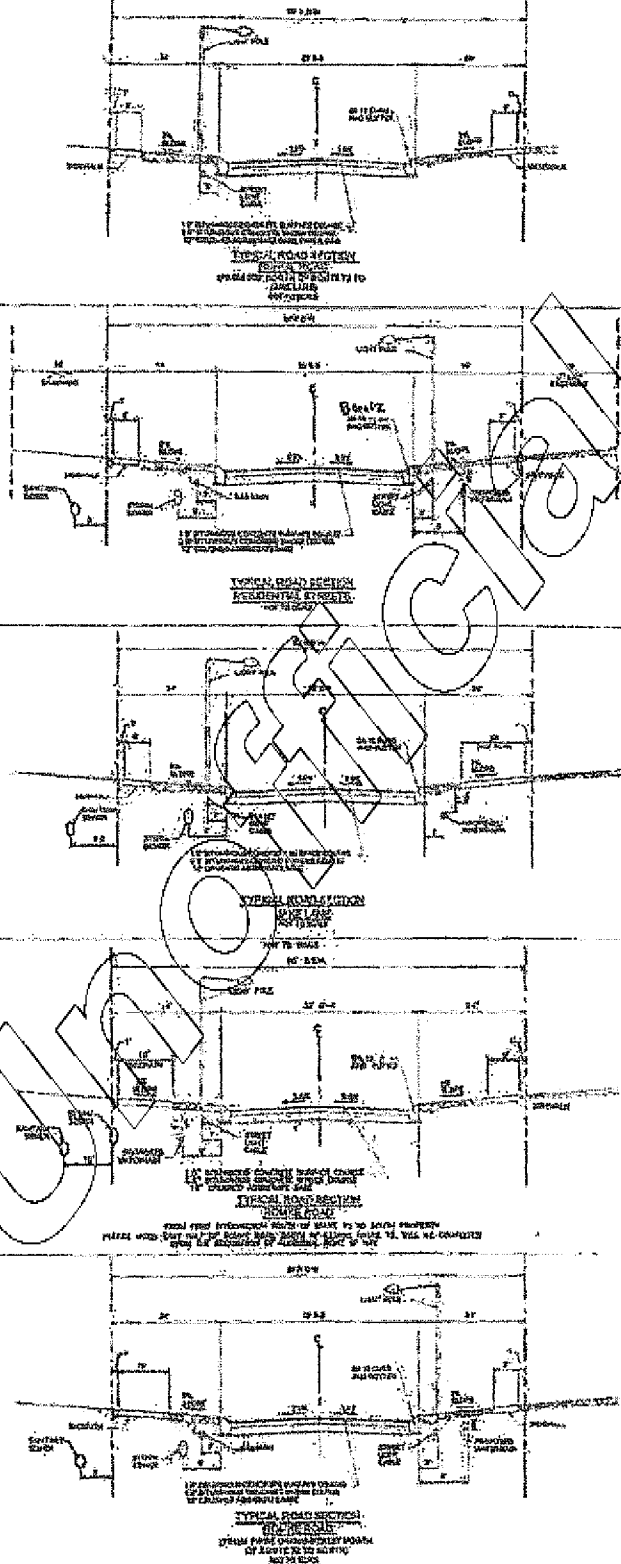
EXHIBIT K

CHARLES P. WILSON & ASSOCIATES CONSULTING ENGINEERS, INC.
 1000 ...
 ...

NBY DEVELOPMENT, LLC
 535 PLAINFIELD ROAD - SUITE 200
 WILMINGTON, DE 19807

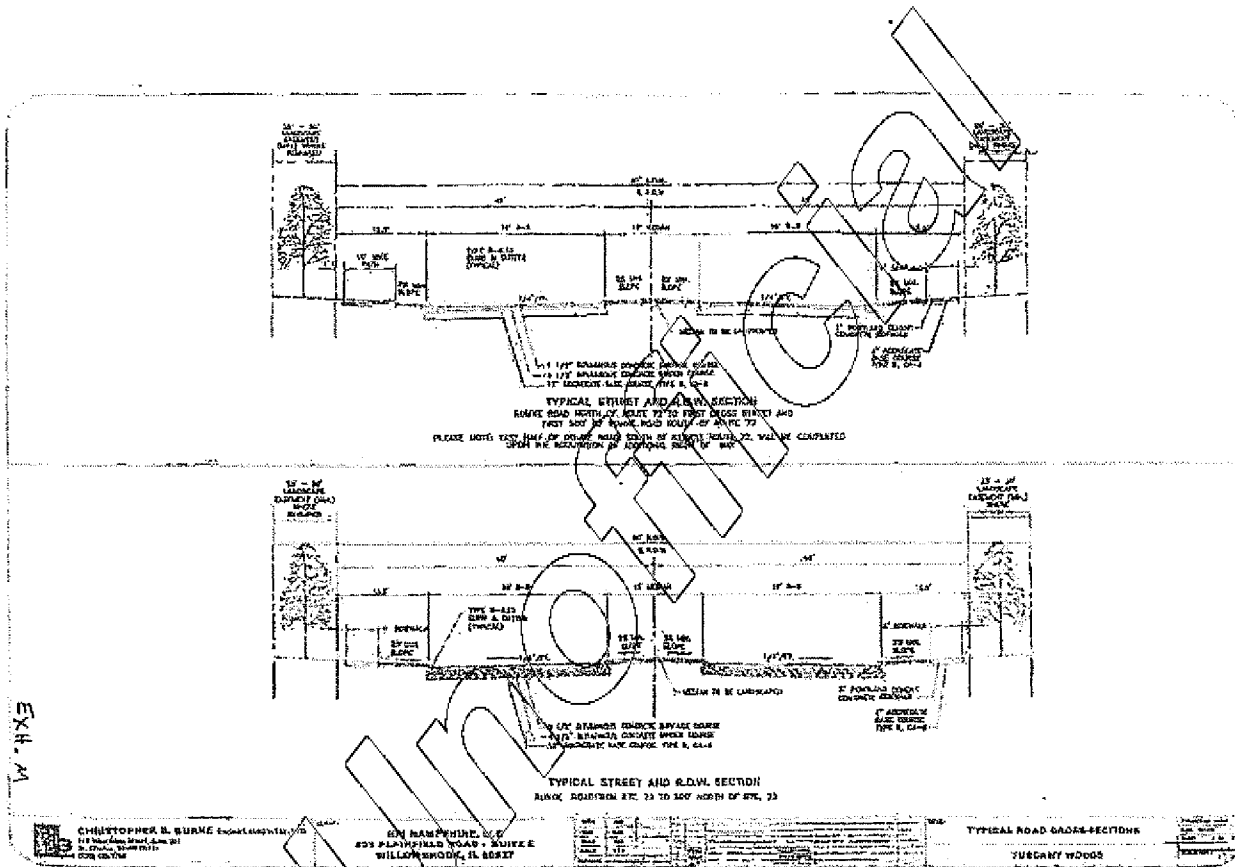
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TYPICAL ROAD CROSS-SECTIONS
 WYCKOFF WOODS



UNOFFICIAL

EXHIBIT
 K



EXH. A

14/10

CHRISTOPHER B. BURNE 1110 Peachtree Street, Suite 201 N. Decatur, Georgia 30030 404.251.1111	CONTRACTOR 200 HANCOCK ST. 200 PLAINFIELD ROAD - SUITE E WILLOW BROOK, IL 60097	<table border="1"> <tr> <td>DATE</td> <td>11/11/10</td> </tr> <tr> <td>SCALE</td> <td>AS SHOWN</td> </tr> <tr> <td>PROJECT</td> <td>1110 PEACHTREE STREET, SUITE 201, N. DECATUR, GA 30030</td> </tr> <tr> <td>DRAWN BY</td> <td>CB</td> </tr> <tr> <td>CHECKED BY</td> <td>CB</td> </tr> <tr> <td>APPROVED BY</td> <td>CB</td> </tr> </table>	DATE	11/11/10	SCALE	AS SHOWN	PROJECT	1110 PEACHTREE STREET, SUITE 201, N. DECATUR, GA 30030	DRAWN BY	CB	CHECKED BY	CB	APPROVED BY	CB	TYPICAL ROAD CROSS-SECTION TUGBERRY WOODS
DATE	11/11/10														
SCALE	AS SHOWN														
PROJECT	1110 PEACHTREE STREET, SUITE 201, N. DECATUR, GA 30030														
DRAWN BY	CB														
CHECKED BY	CB														
APPROVED BY	CB														

EXHIBIT L

Earthwork Requirements (for Grading Permit)

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT L

EXHIBIT L

**ITEMS REQUIRED PRIOR TO EARTHWORK
VILLAGE OF HAMPSHIRE**

1. Stormwater Management Report approved and permit issued by the Village.
2. Hampshire Site Development Permit Application completed and processed by Village.
3. Performance Guarantee on file with the Village.
4. Cash Deposit / Nuisance Abatement Guarantee on file with Village.
5. Insurance Certificates on file with Village naming the Village and EEI as additional insured.
6. If final plat not recorded, indemnification letter from Developer acknowledging that they are proceeding at their own risk.
7. Approved Grading and Soil Erosion Sedimentation Control Plans.
8. Existing floodplain and/or floodway areas must be clearly identified on site.
9. Existing wetland areas and required buffer zones must be clearly identified on-site.
10. Agency Approvals
 - Transportation Permits (for construction access only)
 - IDNR and IHPA environmental sign-offs
 - IEPA NOI
 - Army Corps
11. Pre-Construction Conference with Village.

M:\HAMPSH\Requirements\Agreement\Earthwork Requirements

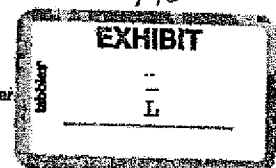


EXHIBIT M

Schedule of Deposits for Temporary Occupancy Permit

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Northerly Acres

EXHIBIT M

EXHIBIT M

**SCHEDULE FOR DEPOSIT WITH VILLAGE
TO SECURE COMPLETION OF RELATED IMPROVEMENTS UPON
APPLICATION FOR TEMPORARY CERTIFICATE OF OCCUPANCY**

<u>Description</u>	<u>Amount</u>
Public - Sidewalk	\$ 2,500
Public - Driveway Apron	\$ 1,500
Private Driveway	\$ 2,000
Private Walkways	\$ 1,000
Foundation Plantings	\$ 500
Parkway Trees	\$ 500
Topsoil Re-spread	\$ 1,000
Sod	\$ 1,500
Total	\$10,500

- For any townhouse building, the deposit for any and all applicable improvements required for the building shall be due with the application for temporary occupancy for the first unit to be occupied.
- The applicant for such temporary certificate of occupancy, and any transferee of the property in question, shall remain liable for timely construction or planting, as the case may be, of all improvements secured by the deposit.

Hemp/Pasquale/Agreement/Exhibit M/M.52814

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