

2022K000511

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
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Prepared By

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

MAIL TO:

305

407 CONGRESS PKWY, STE E
CRYSTAL LAKE IL 60014

RE: 21016023CL

Cover Sheet

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

Unofficial

**A RESOLUTION
AUTHORIZING THE APPROVAL AND EXECUTION OF A THIRD
AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE
PROPERTY IDENTIFIED AS THE SOUTHERLY 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 Tuscany Woods Subdivision, Unit 2 in the Village; and in particular, the Third Amended and Restated Development Agreement for the Southerly 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 Southerly Acres of Tuscany 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 Southerly 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 Southerly 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.

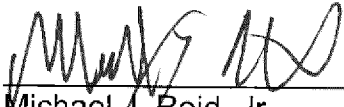
AYES: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson

NAYS: _____

ABSTAIN: _____

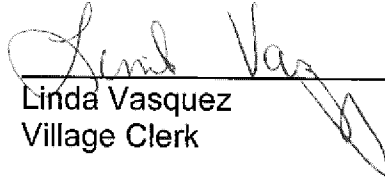
ABSENT: _____

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 Tuscany Woods
Subdivision**

**Southerly Acres
(Romke 72, 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**

**SOUTHERLY ACRES
(Romke 72, LLC)**

THIS THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE SOUTHERLY 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 ROMKE 72, LLC, an Illinois Limited Liability Company ("Romke 72"), and HAMPSHIRE PROPERTY, LLC, an Illinois Limited Liability Company ("Hampshire Property"). In this Third Amended Agreement, the Village, Romke 72 and Hampshire Property 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 ("Unit 1") 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 Hampshire Property, LLC the person or entity holding title to the entirety of said Subject Property ("Hampshire Property"); and

WHEREAS, the current title holder 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 Southerly Acres, and relating to and governing the Southerly 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; and

WHEREAS, the Southerly Acres of the Subject Property shall be subject to the terms and conditions of this Third Amended Agreement; 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

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 N(a) and Exhibit "K" of ARDA-2, including the obligation of Romke 72 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-Styled Agreement for the Southerly Acres (together with a Third Amended and Re-Styled Development Agreement for the Northerly Acres) to delineate and define the responsibilities and obligations 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 PARTIES 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 Romke 72 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 Tuscany Woods Subdivision in the Village (the "Subdivision"), as set forth in the Original Development Agreement and the Preliminary Plat approved as an element thereof. For purposes of this Third Amended Agreement, the Parties agree that for all territory included in the Southerly Acres, Romke 72 may construct multi-family residential dwelling units on a portion of the Southerly Acres, commercial uses on a portion of the Southerly Acres, and public institutional uses on a portion of the Southerly Acres.

(b) Intentionally Omitted.

(c) The Village agrees to permit the Southerly Acres to be developed generally in accordance with the Concept Plan titled "Romke 72 Conceptual Layout," as presented to the Village Board of Trustees on Nov. 4, 2021, attached hereto and incorporated herein as Exhibit "B," subject to submittal and approvals of a Preliminary Plan and final engineering plans in accordance with the requirements of the Village Subdivision Regulations, and subject to submittal and approval(s) of appropriate Petition(s) for Zoning Amendments in accordance with the requirements of the Village Zoning Regulations, to accommodate the uses proposed for the Southerly Acres.

(d) Intentionally Omitted.

(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 Southerly Acres, except as otherwise set forth in this Third Amended Agreement.

(f) Intentionally Omitted.

(g) Intentionally Omitted.

(h) Construction may be phased on the Southerly 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 Southerly 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 agrees that Romke 72 may apply for approval of a preliminary and final plat for the Southerly Acres within a period expiring November 1, 2038.

(j) The Village shall reasonably consider and approve any final plan and final plat of subdivision presented by Romke 72 for the Southerly Acres, pursuant to the procedures and standards set forth in the Village Code.

(k) Intentionally Omitted.

(l) In the course of seeking approval of any final plan for the Southerly Acres, Romke 72 may at its sole cost and expense seek additional zoning approvals, 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 Hampshire Property, its successors or assigns.

(m) Intentionally Omitted.

(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 the Third Amended Agreement were conducted and that the proposed use and development of the Southerly Acres, and the proposed zoning amendments for the Southerly Acres for commercial and institutional, and multi-family residential developments, are generally consistent with the Village's Comprehensive Plan.

(o) Intentionally Omitted.

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 Southerly 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 Southerly 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 Southerly 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: Reporting due to Hampshire Property. 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 sanitary sewer connection fees applicable to building permits drawn by Romke 72, its successors and assigns, for Dwelling Units, institutional uses, and/or commercial uses to be constructed on the Southerly Acres shall be paid to the Village as a condition of the issuance of a building permit; and such fees shall be paid over by the Village to Hampshire Property when received by the Village; and last, such fees shall be applied to the credit described in this subsection (d). The foregoing notwithstanding, at the time of permit application, the applicable sanitary sewer connection fee due is not determinable, and the Village and Hampshire Property agree, a building permit may be issued and the applicable connection fee will be due and payable as soon as determined. The current schedule of sanitary sewer connection fees is included on the attached Exhibit "E." The Village shall promptly report to Hampshire Property the collection of any and all sanitary sewer connection fees related to the Dwelling Units, institutional uses, and commercial uses to be developed on the Southerly Acres. Upon receiving such report from the Village, and as a condition of payment over to Hampshire Property, Hampshire Property shall submit to the Village a voucher 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.

(e) Recapture for Sanitary Sewer Costs. The Parties acknowledge and agree that a Recapture Agreement for the expenditures for the aforementioned improvements to the Village's sanitary sewer system 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, LLC or its assigns. Provided, the Parties acknowledge and agree that no such recapture payments are due from Romke 72, its

successors or assigns, to Hampshire Property, LLC or its assigns, in respect to the Southerly Acres.

(f) Installation and Conveyance of Sanitary Sewer Mains. Romke 72 agrees to install and convey all sanitary sewer mains constructed on the Southerly 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 Final Plat and the Final Engineering Plans for the Southerly Acres.

(g) Intentionally Omitted.

(h) On-Site Permits. Romke 72 shall be responsible for the cost of permits for on-site sanitary sewer main extensions attributable to the development of the Southerly Acres.

(i) 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 Hampshire Property 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 Hampshire Property 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 or any portion thereof. 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.

(j) 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, Romke 72 shall have no further obligation to construct any sanitary sewer improvements for the Southerly 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, to serve the commercial, institutional and multi-family residential uses to be constructed on the Southerly Acres.

(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 commercial, institutional, and multi-family residential uses to be constructed in the Southerly Acres.

(c) Intentionally Omitted.

(d) Total Costs and Credits; Reporting due to Hampshire Property. 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 water connection fees applicable to building permits drawn by Romke 72, its successors and assigns, for Dwelling Units institutional uses, and/or commercial uses to be constructed on the Southerly Acres, shall be paid to the Village as a condition of the issuance of a building permit, unless agreed otherwise by the Village, Romke 72 and Hampshire Property; and such fees shall be paid over by the Village to Hampshire Property when received by the Village; and last, such fees shall be applied to the credit described in this sub-section (d). The foregoing notwithstanding, if at the time of permit application, the applicable water connection fee is not determinable, and the Village and Hampshire Property agree, a building permit may be issued and the applicable connection fee will be due and payable as soon as determined. The current schedule of water connection fees is included on the attached Exhibit "E." The Village shall promptly report to Hampshire Property the collection of any and all water connection fees related to the Dwelling Units, institutional uses, and commercial uses to be developed on the Southerly Acres. Upon receiving such report from the Village, and as a condition of payment over to Hampshire Property, Hampshire Property shall submit to the Village a voucher 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.

(e) Intentionally Omitted.

(f) Intentionally Omitted.

(g) Installation and Conveyance of Water Mains. Romke 72 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 Romke 72 constructs on the Southerly 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 Final Plat and the Final Engineering Plans for the Southerly Acres.

(h) On-Site Permits. Romke 72 shall be responsible for the cost of permits for on-site water improvements attributable to the development of the Southerly Acres.

(i) No Further Water Improvements. Except for construction of any and all on-site water mains and related improvements, Romke 72 shall have no further obligations to construct any water improvements for the Southerly Acres, or any such obligations relating to the Northerly Acres.

6. Storm Sewer Service in the Subdivision

(a) Intentionally Omitted.

(b) Romke 72 shall dedicate to the Village by appropriate Plat all detention / retention basins on the Southerly Acres, and the Village shall accept same upon approval of each pertinent Plat of Subdivision; provided Romke 72 shall obtain and deliver to the Village at Romke 72's expense a commitment for title insurance showing clear title to same, and Romke 72 will then provide a policy of title insurance for same after acceptance as provided herein.

(c) Romke 72 shall convey to the Village by customary quit claim form bill of sale all of Romke 72's right, title, and interest in and to storm sewers constructed on the Southerly 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 Final Plat and/or Engineering Plans.

(d) There shall be only natural plantings and/or natural areas surrounding the stormwater retention/detention areas in the Southerly Acres; and Romke 72 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 any 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.

(e) Romke 72 shall construct any detention/retention basins or areas in accordance with the applicable stormwater management regulations, and shall not object to the proposal for and establishment of a Special Service Area to provide security, as a back-up mechanism, for maintenance of any stormwater management facilities, in accordance with the requirements of the Village Code and/or Kane County Stormwater Ordinance.

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 due from Tuscany Woods, Unit 2 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 Hampshire Property 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 Southerly 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 Hampshire Property 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, provided further, regardless of when or whether Hampshire West LLC receives such recapture payment, upon recording of this Third Amended Agreement, and recording a release from Hampshire West LLC (which recordings shall occur prior to the recording of the deed conveying the Southerly Acres to Romke 72), Hampshire Property shall forever be released from any right or claim of Hampshire East, LLC to said recapture.

(c) The Village acknowledges and agrees that except as specified in Paragraph 7(b) no other recapture payments shall be due from Romke 72 as a result of or in connection with the development of the Southerly Acres, and that the Village shall not approve any other recapture agreements or ordinances which burdens Romke 72 or the Southerly Acres with additional recapture obligations without Romke 72's prior written consent, which consent may be given or withheld in Romke 72'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 Southerly 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 Southerly Acres hereafter, subject to the following:

- (i) That except as provide in (ii) below, for a period of three (3) years after the effective date of this Agreement, Romke 72 shall for connections to the Village water supply and distribution system and for connections to the Village wastewater conveyance and treatment system pay fees at not less than the rate of the connection fees set forth on Exhibit "E."
- (ii) That, as to 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 Southerly 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 Southerly 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 Southerly Acres in the future, provided any such increased, decreased, other or additional transition fee, impact fee, or connection fee shall not apply to the Southerly Acres until six

(6) months after the Village Board approves the same and gives notice of the same to Romke 72 or its successors or assigns.

(b) Except as provided in Par. 4(d) and Par. 5(d) above, Romke 72 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, institutional use, and/or commercial use constructed in the Southerly Acres.

(c) 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 Romke 72 shall pay cash in lieu of land therefor as specified on Exhibit "E."

(d) Monies received pursuant to this Third Amended Agreement and, in particular, the impact fees and land-cash contributions, will be spent only on improvements that benefit the Southerly Acres in accordance with law; provided, however, the transportation system fee paid by Romke 72 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.

(e) 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 and commercial uses on the Southerly 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) Intentionally Omitted.

(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 Southerly Acres and no further contributions of cash or land shall be due or owing to the Village in relation thereto.

(c) Notwithstanding anything to the contrary contained herein, the development of the Southerly Acres shall include a "pocket park" recreational space to be developed and thereafter maintained in good condition by Romke 72 or its assigns.

(d) Intentionally Omitted.

11. Road, Street and Utility Construction Standards.

(a) Romke 72 shall provide streets and roads for the Southerly 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 Romke 72's 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 the Southerly Acres not later than the time of issuance of the first certificate of occupancy for any structure erected thereon. Provided, in the event that development of the Southerly Acres is undertaken by more than one party, then each party shall bear the obligations set out in this sub-paragraph 11(a), pro rata; and any party which expends more than its pro rata share of the cost of said improvements shall be entitled to recapture the amount of its disproportionate expenditure from the other benefited party(ies). In addition, the Village shall also adopt a recapture ordinance against the property located on the east side of Romke Road immediately adjacent to the Southerly Acres which will provide that the owner of said property shall bear 50% of the cost of said improvement plus interest on the amounts expended. By assuming the obligation regarding roadway improvements described in this Par. 11, Romke 72 acknowledges that it is assuming an obligation originally lodged with Hampshire Property in ARDA-2, and further agrees that Hampshire Property shall be and is relieved of any obligation to contribute to the roadway improvements described in this Par. 11.

(b) Romke 72 shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Southerly Acres during the year that the binder course is installed subject to the Village Engineer's approval. In any event, Romke 72 shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Southerly 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 Romke 72 its agents or employees continues to utilize its street or road, Romke 72 shall be responsible for keeping the street or road free from construction debris, and further Romke 72 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 by the Village, the Village shall then maintain said improvements, subject to the requirement that provide a maintenance bond for a period of one year after such acceptance.

(d) Romke 72 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, Romke 72 shall perform the following tasks, as they relate to streets and roadways in the Southerly Acres:

- (i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Romke 72'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 Southerly 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, Romke 72 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 Southerly Acres, or the issuance of any grading permit as the case may be, Romke 72 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 Romke 72 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 Romke 72'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 the costs thereof. Romke 72 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 Romke 72 upon final acceptance of all public improvements by the Village.
- (h) Romke 72 shall provide adequate lighting of public streets within the Southerly 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 Southerly Acres. 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 Southerly 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 Southerly 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 Southerly 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 or to be located in the Southerly Acres. A final plat for any phase or unit of the development may be approved, but not recorded, until adequate security is provided by Romke 72 for the completion of the public improvements attributable to that phase or unit.

(b) The security to be provided by Romke 72 for public improvements benefiting an individual phase or unit of development within the Southerly 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 Romke 72 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. Romke 72 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 Romke 72 may be reduced by the Village from time to time, upon request by Romke 72 and as public improvements within the Southerly 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 Romke 72 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 Romke 72's compliance with said requirements. In addition, Romke 72 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 Southerly Acres, Romke 72 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 Romke 72, pursuant to Paragraph 26 below.

(f) Upon request of Romke 72 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 Romke 72'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 Northerly Acres ("Adjacent Property Owner") requires connection to any watermains and/or sanitary sewer lines located on the Southerly Acres, then upon the Village's request, Romke 72 shall grant a right of access onto the Southerly 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 such Romke 72 has not at the time extended same to the boundary line of the Southerly Acres, the cost of extending any such watermains or sanitary sewer lines to the boundary of Romke 72'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 Romke 72 as to any benefit resulting to Romke 72, 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 Romke 72 adequate insurance and indemnity as to any work to be performed on Romke 72's property. Nothing herein shall require Romke 72 to construct watermains and sanitary sewer lines to the boundaries of the Southerly 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 Romke 72 has commenced the development of such area.

(h) Romke 72, its successors and assigns, covenant and agree that to the extent Romke 72, 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 Northerly Acres, as contemplated by the original developer's Preliminary Plat or the Unit 1 Final Engineering Plans, Romke 72 shall not obstruct or impair any Unit 1 Owner's or Hampshire Property's ability to freely utilize such public improvements.

(i) Intentionally Omitted.

(j) Intentionally Omitted.

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 Southerly Acres, Romke 72 shall have the right, at its own risk, to install or erect in connection with the residential development one (1) construction office trailer,

with a parking area on the Southerly 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 Southerly Acres, and provided further that the location of such trailer shall be subject to Village staff approval, which approval shall not be unreasonably withheld.

(b) Romke 72 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 Southerly 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 Southerly Acres; provided, however, that Romke 72 shall undertake such work at its own risk. Romke 72 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, Romke 72 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 Southerly Acres. Prior to commencing work hereunder, Romke 72 must obtain all necessary permits for such work from any applicable government agency other than the Village. Romke 72 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.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

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

(f) Construction activities on the Southerly 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) Intentionally Omitted.

(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. Romke 72 shall be responsible for any and all work in the Southerly 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, Romke 72 shall have no responsibility for any such work in the Northerly 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 Southerly Acres may from time to time require additional erosion control measures. Romke 72 shall at its respective expense utilize any erosion control measures for any such work on the Southerly Acres as reasonably deemed necessary by best practices or by the Village Engineer. Romke 72 shall also be responsible for compliance with the requirements of any applicable NPDES regulations or permit pertaining to the Southerly Acres.

(j) In addition to natural plantings around the detention/retention areas in the Southerly Acres described in Par. 6 above, as to any natural areas of passive open space designated on any final plat of subdivision for all or any portion of the Southerly Acres, Romke 72 shall include in any deed of conveyance to any lot owner a written provision specifically indicating to such purchaser 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 any 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 in any one phase or unit of the Southerly Acres because of a default by the developer and/or builder on another phase or unit on the Southerly Acres.

14. Architectural Review. In lieu of the requirements in Section 5-2-1 of the Village Code, Romke 72 agrees to apply and enforce the following architectural improvement standards throughout the Development:

- (a) Intentionally Omitted.
- (b) Intentionally Omitted.
- (c) Minimum foundation plantings around each structure erected on the Southerly Acres shall be provided by Romke 72 subject to submittal and approval of a landscape plan.

15. Building Permits.

(a) Romke 72 may submit applications for building permits prior to the approval of a final plat for the Southerly 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.

- (b) Intentionally Omitted.

16. Signage.

(a) Romke 72 shall have the right to install temporary illuminated signage on the Southerly Acres, subject to the following conditions:

- (i) Intentionally Omitted.
- (ii) Intentionally Omitted.
- (iii) All signs allowed on the Southerly Acres shall be located 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 any sign, and shall not spill over beyond the sign face.
- (v) Any 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.
- (vi) All of such signs shall be maintained in good and presentable condition at all times, and the signs for any residential portion of the Southerly Acres shall be promptly removed as a condition of issuance of the last remaining building permit for any multi-family structure in the development; and any sign for any commercial portion of the Southerly Acres shall be removed upon completion of the last commercial structure.

(b) Intentionally Omitted.

(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, Romke 72 shall be permitted to erect such larger number or size.

(d) Nothing in this Paragraph shall limit the right of Romke 72 to install other signs on the Southerly Acres or any portion thereof 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 Romke 72.

(f) Intentionally Omitted.

17. **Occupancy Certificates.** 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 Romke 72 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.

(a) 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.

(b) Temporary certificates of occupancy for Dwelling Units and commercial uses 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, Romke 72 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.

(c) Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase of the development on the Southerly Acres 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 Southerly 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) Intentionally Omitted.
- (b) Intentionally Omitted.
- (c) result in any subdivided lot or structure constructed within the Southerly 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 Southerly Acres pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Southerly Acres and Romke 72 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 Southerly Acres shall be given full force and effect.

19. Defense. The Village and Romke 72 agree to cooperate with each other in the defense of any lawsuits or claims brought against Romke 72 and/or the Village by any person or persons in

regard to any of the following matters relating to the Southerly Acres or any portion thereof: (i) the Original Development Agreement, ARDA-2, or this Third Amended Agreement as any may pertain to the Southerly Acres; (ii) the annexation of the Southerly Acres to the Village; (iii) the zoning or subdivision of the Southerly Acres; (iv) Special Service Area #13; (v) any suit for condemnation for all or any portion of the Southerly 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. Romke 72 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 in relation to or 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 Romke 72 in accordance with the then-applicable provisions of the Village Code. The obligation of Romke 72 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 Southerly Acres, or

(b) November 1, 2038.

22. Amendments.

(a) The Village and Romke 72 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.

(b) It is acknowledged and agreed that Hampshire Property is executing this Third Amended Agreement for the Southerly Acres in its capacity of present owner of the subject property, closing on the Contract for Sale and Purchase of the property having not yet been concluded; and further, for the purpose of identifying the particular matters, stated in Par. 25(h), for which it is acknowledged to be a third party beneficiary under this Agreement. Any future amendment to this Third Amended Agreement which does not modify, alter or change the provisions of said Par. 25(h) may be made with the Village by Romke 72, its successors or assigns, pursuant to Par. 22, and shall not require the consent of Hampshire Property, its successors or assigns. Provided, however, as to any amendment which modifies, alters, or changes the

provisions of said Par. 25(h), the written consent of Hampshire Property, its successors or assigns, shall be required.

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 <i>Attention: Village Clerk</i>
With a copy to:	Mark Schuster, Esq. Village Attorney Bazos, Freeman, Schuster & Pope LLC 1250 Larkin Avenue - Suite 100 Elgin, IL 60123
To Romke 72 / Southerly Acres:	Romke 72 LLC 1600 Golf Rd. Ste 1200 B Rolling Meadows, IL 60008
With a copy to:	Craig Krandel, Esq. 407 Congress Pkwy Ste E 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 Southerly Acres and facilities in and on the Southerly Acres or for the provision of services to residents of the Southerly 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 Romke 72 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 Southerly Acres. Romke 72 agrees to promptly repair and replace any Village property damages or disturbed by reason of Romke 72'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 Southerly 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 Southerly 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 structures on any portion of the Southerly Acres shall not be the basis for a stop work order on another structure on the Southerly Acres. .

(g) TWHI and Unit 1 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 13(h) regarding wetlands;
- Paragraph 13(i) regarding erosion control; and
- Paragraph 22 regarding Amendments / no amendments re funds due; 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.

(h) Hampshire Property shall be deemed a third party beneficiary of the following provisions of this Third Amended Agreement:

- Section 4(d) pertaining to Romke 72 paying the Village for sanitary sewer connection fees, and payments and credits to Hampshire Property relating thereto.
- Section 4(h) pertaining to assuming the obligations to pay the recapture due and owing to Hampshire East.
- Section 5(d) pertaining to Romke 72 paying the Village for public water connection fees, and payments and credits to Hampshire Property relating thereto.
- Section 7(b)(ii) pertaining to assuming the obligations to pay the recapture due and owing to Hampshire West.

- Section 11(a) pertaining to the construction of the eastbound deceleration lane (for traffic turning south onto Romke Road); and reconstruction of the existing paved portion of Romke Road immediately adjacent to the Southerly Acres.
- Section 12(g), pertaining to connection to watermains and sanitary sewer lines.

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 Southerly 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 Romke 72 may not intend to act as builder or developer of any portion of the Southerly Acres, but may sell and convey various portions of the Southerly Acres to third parties for construction and/ or development, and Romke 72 acknowledges that each such builder and its successor must comply with all of the terms of this Third Amended Agreement. If Romke 72 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 Southerly Acres, and if Romke 72, by notice, provides the Village Clerk the name and address of such third party and identifies the portion of the Southerly Acres that has been transferred, and if Romke 72 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 Romke 72 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 Romke 72 have each done so in his or her legal corporate capacity, and that neither they nor any officer, member, or manager of Romke 72 shall have any personal liability whatsoever for taking such action or under this Third Amended Agreement.

28. **No Cross-Default.** Romke 72 shall not be denied any appropriate request for approval of any Final Plat of Subdivision for respective portion of the Southerly 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 Southerly Acres, on the basis of any then-existing default of Hampshire Property and/or any developer of the Northerly 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 Romke 72 mutually deem the provision to be material to this Third Amended Agreement. The Village and Romke 72 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 Southerly 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.

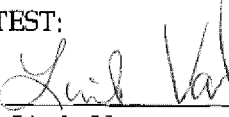
33. **Voiding of Agreement.** This Agreement shall be void and of no further force and effect, without any action or notice by any of the Parties, if the closing of the Contract has not been concluded as of the close of business on December 31, 2021.

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

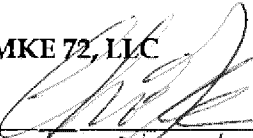
[SIGNATURES ON FOLLOWING PAGES]

VILLAGE OF HAMPSHIRE

By: 
Michael J. Reid, Jr.
Village President

ATTEST:
By: 
Linda Vasquez
Village Clerk

ROMKE 72, LLC

By: 
Christine Ludwick
Its: Manager

HAMPSHIRE PROPERTY, LLC

By: _____
Bruno A. Pasquinelli
Its: Manager

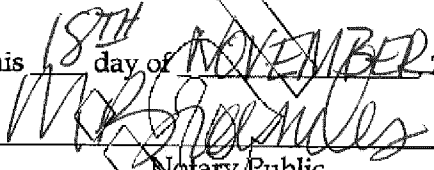
By: _____
Diane G. Hill
Its: Manager

By: _____
Karen Cohen
Its: Manager

Unofficial

STATE OF ILLINOIS)
COUNTY OF KANE) SS

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.

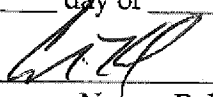
GIVEN under my hand and Notarial seal this 18th day of NOVEMBER 2021.


Notary Public



STATE OF ILLINOIS)
COUNTY OF McHenry) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christina Lazwick of Romke 72, 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 she 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 18th day of November 2021.


Notary Public



STATE OF ILLINOIS)
COUNTY OF _____) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Anthony R. 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

VILLAGE OF HAMPSHIRE

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

ATTEST:

By: _____
Linda Vasquez
Village Clerk

ROMKE 72, LLC

By: _____
Its: Manager

HAMPSHIRE PROPERTY, LLC

By: _____
Bruno A. Pasquinelli
Its: Manager

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

By: _____
Karen Cohen
Its: Manager

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.

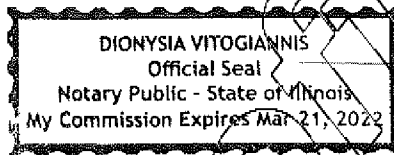
GIVEN under my hand and Notarial seal this ____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook) SS

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 17th day of November, 2021.



Dionysia Vitogiannis
Notary Public

STATE OF ILLINOIS)
COUNTY OF _____) SS

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 ____ day of _____, 20__.

Notary Public

VILLAGE OF HAMPSHIRE

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

ATTEST:

By: _____
Linda Vasquez
Village Clerk

ROMKE 72, LLC

By: _____
Its: Manager

HAMPSHIRE PROPERTY, LLC

By: _____
Bruno A. Pasquinelli
Its: Manager

By: _____
Diane G. Hill
Its: Manager

By: Karen Cohen
Karen Cohen
Its: Manager

Unofficial

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 _____)

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.

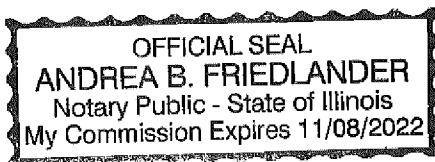
GIVEN under my hand and Notarial seal this ____ day of _____, 20__.

 Notary Public

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.



Andrea B. Friedlander
 Notary Public

VILLAGE OF HAMPSHIRE

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

ATTEST:

By: _____
Linda Vasquez
Village Clerk

ROMKE 72, LLC

By: _____
Its: Manager

HAMPSHIRE PROPERTY, LLC

By: _____
Bruno A. Pasquella
Its: Manager

By: _____
Diane G. Hill
Its: Manager

By: _____
Karen Cohen
Its: Manager

Unofficial

STATE OF ILLINOIS)
COUNTY OF KANE) SS

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



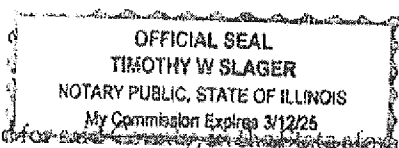
STATE OF ILLINOIS)
COUNTY OF _____) SS

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of Romke 72, 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)
COUNTY OF DELAWARE) SS



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 17th day of NOVEMBER, 2021.



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__.

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 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 _____ day of _____, 20__.

Notary Public

LIST OF EXHIBITS

- A Legal Description of the Southerly Acres property
- B Concept Plan presented to Board of Trustees on Nov. 4, 2021.
- C -- Intentionally omitted
- D -- Intentionally omitted
- E Schedule of Transition Fee / Impact Fees / Connection Fees
- F Voucher Form for Sanitary Sewer
- G -- Intentionally Omitted
- H Voucher Form for Water
- I -- Intentionally Omitted
- J -- Intentionally Omitted
- K Specifications – Construction of Streets / Roadways
- L Grading / Site Development (Earthwork Requirements)
- M Schedule of Deposits – Temporary Occupancy

Unofficial

EXHIBIT A

Legal Description
(Southerly Acres)

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT A

EXHIBIT "A"

Legal Description

The Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois;

EXCEPT that part falling in part of the West Half of the Northeast Quarter, Northwest Quarter, and Northeast Quarter of the Southwest 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:

Beginning at the Southwest corner of said Northwest Quarter of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of said Section 26 a distance of 60.00 feet; thence North 89 degrees 47 minutes 51 seconds East along a line 60.00 feet North of and parallel with the South line of said Northwest Quarter of Section 26 a distance of 294.00 feet; thence South 00 degrees 12 minutes 09 seconds East 10.00 feet; thence North 89 degrees 47 minutes 51 seconds East along a line 50.00 feet North of and parallel with the South line of said Northwest Quarter of Section 26 a distance of 2,268.32 feet; thence North 44 degrees 47 minutes 51 seconds East 56.57 feet; thence North 89 degrees 47 minutes 51 seconds East 80.00 feet; thence South 45 degrees 12 minutes 09 seconds East 56.57 feet; thence North 89 degrees 47 minutes 51 seconds East along a line 50.00 feet North of and parallel with the South line of said Northeast Quarter of Section 26 a distance of 1,245.06 feet to the East line of said West Half of the Northeast Quarter of Section 26; thence South 00 degrees 13 minutes 38 seconds East along said East line 50.00 feet to the South line of said Northeast Quarter of Section 26; thence South 89 degrees 47 minutes 51 seconds West along said South line of the Northeast Quarter of Section 26 a distance of 1,325.08 feet to the Northeast corner of the Southwest Quarter of said Section 26; thence South 00 degrees 07 minutes 07 seconds East along the East line of said Southwest Quarter of Section 26 a distance of 90.00 feet; thence South 89 degrees 47 minutes 51 seconds West 40.00 feet; thence North 45 degrees 09 minutes 38 seconds West 56.53 feet; thence South 89 degrees 47 minutes 51 seconds West along a line 50.00 feet South of and parallel with the North line of said Southwest Quarter of Section 26 a distance of 1,241.57 feet to the West line of the Northeast Quarter of said Southwest Quarter of Section 26; thence North 00 degrees 03 minutes 10 seconds West along said West line of the Northeast Quarter of said Southwest Quarter of Section 26 a distance of 50.00 feet to the North line of said Southwest Quarter of Section 26; thence South 89 degrees 47 minutes 51 seconds West along said North line of the Southwest Quarter of Section 26 a distance of 1,321.20 feet to the Place of Beginning; all in Kane County, Illinois.

PIN: 01-26-300-004

Common Address: Vacant land on IL 72 at Romke Road, Hampshire, IL

EXHIBIT B

Concept Plan

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT B

Romke 72

CONCEPTUAL LAYOUT Presented Nov. 4, 2021

On the northern end of the +/- 40 acres, proposing 3-4 parcels for future commercial and/or institutional development. On the southern portion, after wetland accommodations, there remains +/- 9.5 acres of buildable land for residential development.

Pending IDOT specifications and roadway access, the interior road cutting east to west across the property may not be developed. In this event, the area for residential development could potentially increase.

Once the farm crop has terminated, Romke 72 will finally be able to perform topographic and wetland assessments to better determine potential development layouts.

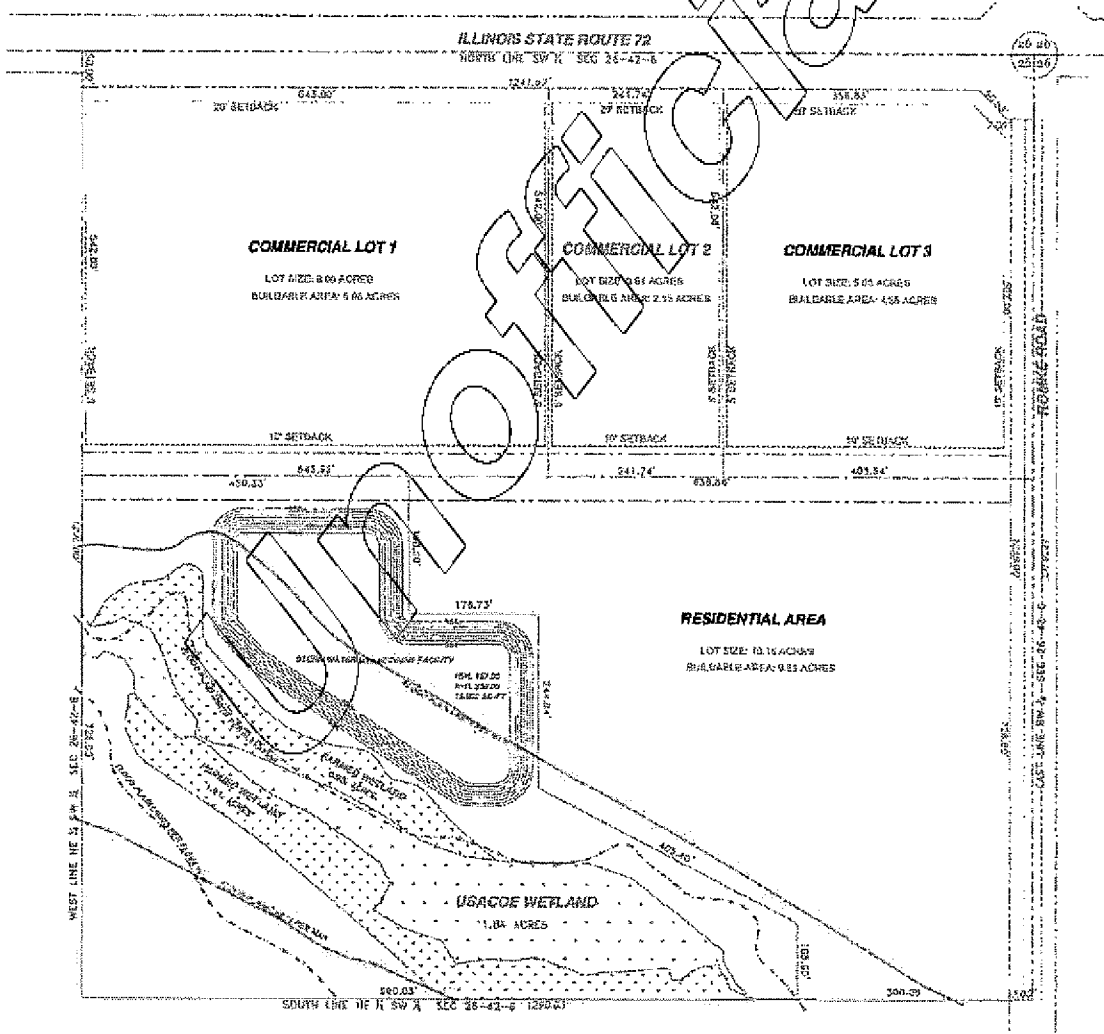


EXHIBIT B

EXHIBIT E

Schedule of Impact Fees, Transition Fees and Connection Fees

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT E

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

Exhibit E

HAMPSHIRE Summary / Fees	2019								Totals
	School	Park	Village / Public	Fire	Library	Transport	Cemetery	Early Warning	
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	\$ 1,887.21	\$ 3,968.90	\$ 1,587.58	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 42.00	\$ 9,889.67
Duplex	Same as TH - based on # of BR's								

	Water	Sewer						Totals	
	Connection	Connection						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 Commercial 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-Styled 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 Southerly 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

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

Voucher Form for Water Connection Fee

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT H

**CREDIT VOUCHER
WATER CONNECTION 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 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: _____



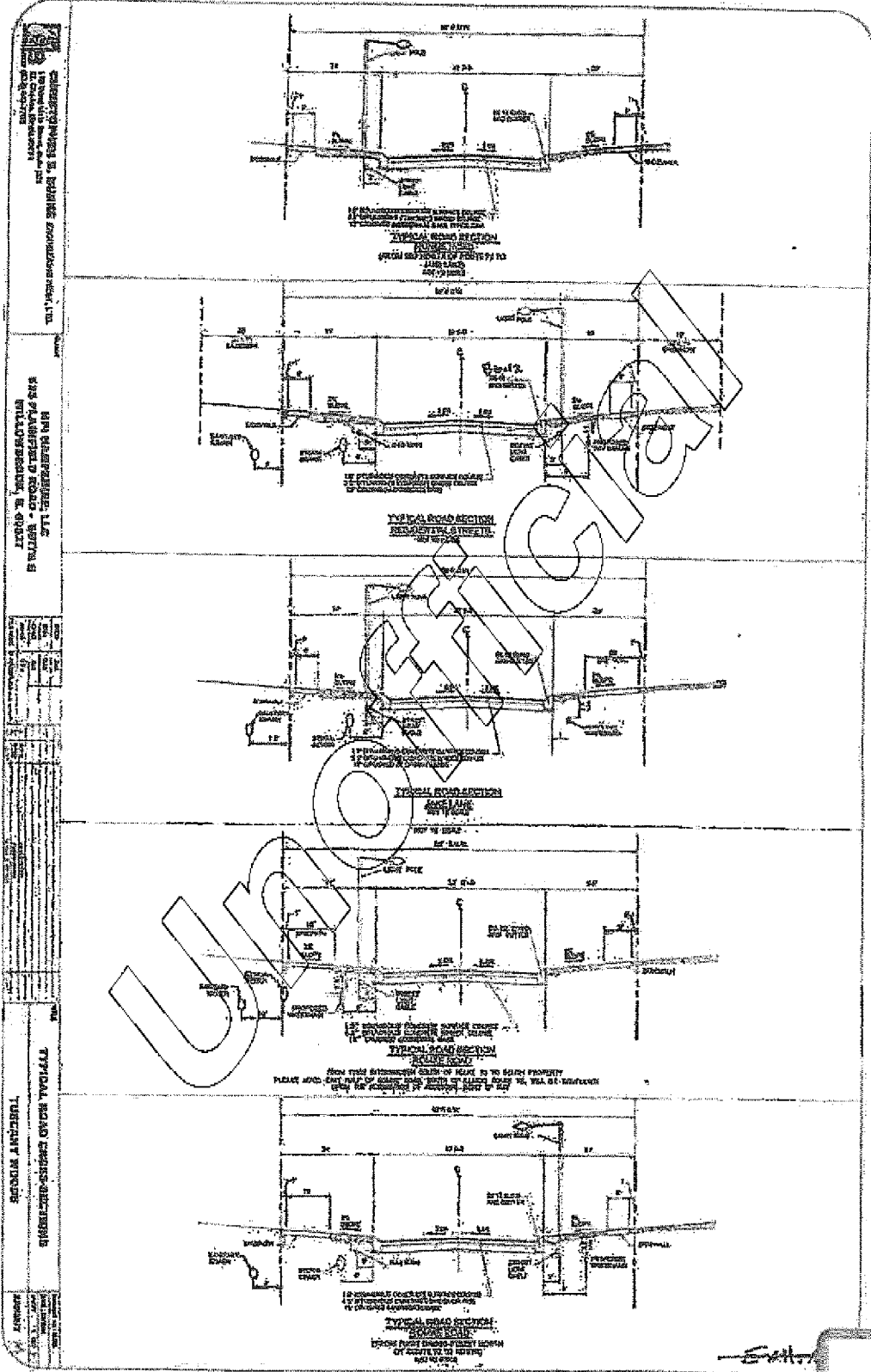
EXHIBIT K

Specifications for Construction of Roadways

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly Acres

EXHIBIT K

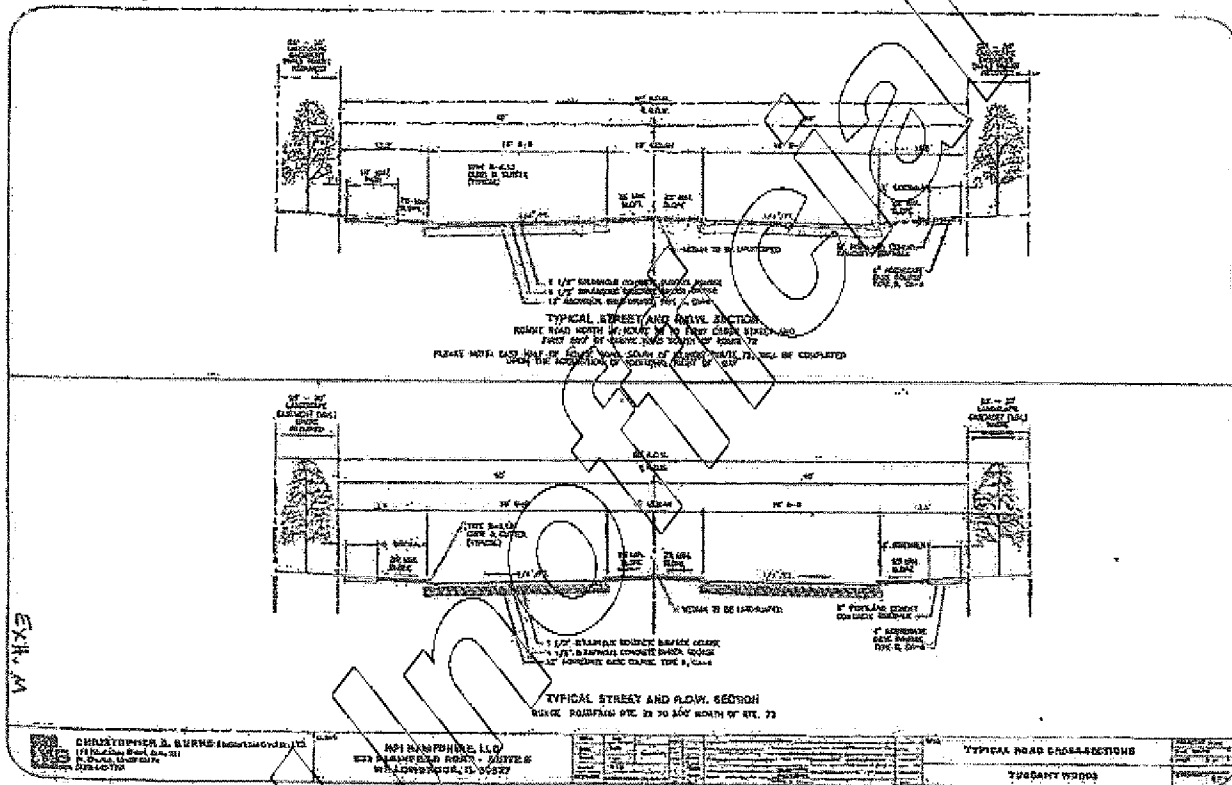


CONSULTING ENGINEER: J. J. BARNETT, INC.
 1000 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 PHONE: (405) 521-1111
 FAX: (405) 521-1112
 WWW: www.jjbarnett.com

OWNER: HPM DEVELOPMENT, LLC
 2325 W. UNIVERSITY ROAD - SUITE 200
 OKLAHOMA CITY, OK 73106
 PHONE: (405) 521-1111

PROJECT: TYPICAL ROAD CROSS-SECTIONS
 TUBERCLE WINDMILL

EXHIBIT
 K



EXH. A

1/10

CHARLES W. BURNS 1010 N. 1st St., St. Paul, Minn. 65102	M. J. HANFORD, LLC 222 W. Main St., St. Paul, Minn. 65102	<table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE				TYPICAL ROAD CROSS-SECTION TUBSANY WOODS
NO.	DESCRIPTION	DATE							

EXHIBIT L

Earthwork Requirements (for Grading Permit)

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly 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 HPA environmental sign-offs
 - IEPA NOI
 - Army Corps
11. Pre-Construction Conference with Village.

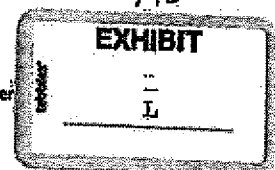


EXHIBIT M

Schedule of Deposits for Temporary Occupancy Permit

Unofficial

Village of Hampshire
Tuscany Woods
ARDA-3 for Southerly 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
<hr/> Total	<hr/> \$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.

