

Village of Hampshire  
Village Board Meeting  
Thursday January 23, 2014 – 7:00 PM  
Hampshire Village Hall – 234 S. State Street

## AGENDA

---

- 1) Call to Order
- 2) Establish Quorum (Physical and Electronic)
- 3) Pledge of Allegiance
- 4) Citizen Comments
- 5) Approval of Minutes – January 9, 2014
- 6) Consent Agenda
  - a) Ordinance Abating taxes levied for the 2013 tax year (collectable in 2014) to pay debt service on the \$1,600,000 General Obligations Bonds - Series 2006a (alternate revenue source) for the Village of Hampshire, Kane County, Illinois.
  - b) Ordinance Abating taxes levied for the 2013 tax year (collectable in 2014) to pay debt service on the \$1,400,000 General Obligation Bonds - series 2009a (alternate revenue source) for the Village of Hampshire, Kane County, Illinois
  - c) Ordinance Abating the Village Portion of the Real Estate Taxes Levied for the year 2013 (collectable in 2014) on certain property located within the Village of Hampshire (the Elgiloy Property –PIN 01-02-105-002)
  - d) Ordinance abating taxes levied for the 2013 tax year (collectable in 2014) to pay debt service on the general obligation bonds issued for Special Service Area # 5 in the Village of Hampshire, Kane County, Illinois
  - e) Ordinance abating Special Taxes levied for the 2013 tax year (collectable in 2014) to pay debt service on the Special Service Area bonds issued for Special Service Area # 14 in the Village of Hampshire, Kane County, Illinois
  - f) Ordinance abating Special Taxes levied for the 2013 tax year (collectable in 2014) to pay debt service on the special service area bonds issued for Special Service Area # 16 in the Village of Hampshire, Kane County, Illinois
  - g) Ordinance abating special taxes levied for the 2013 tax year (collectable in 2014) to pay debt service on the Special Service Area Bonds issued for Special Service Area # 19 in the Village of Hampshire, Kane county, Illinois
  - h) Ordinance abating taxes levied for the 2013 tax year (collectable in 2014) to pay debt service on the \$865,000 General Obligation Bonds - Series 2003 (alternate revenue source) for the Village of Hampshire, Kane County, Illinois.
- 7) Village President's Report
  - a) Review of proposal for lease space on Elm Street Water Tower (AT&T)
  - b) Safe Routes to School (SRTS) Application
  - c) Resolution approving an amended Administrative Services Agreement for Special Service Area #13 (Taussig & Associates)
  - d) Approval of Village Administrator Contract

8) Village Board Committee Reports

- a) Economic Development
  - b) Finance
    - 1. Accounts Payable
  - c) Planning/Zoning
  - d) Public Safety
  - e) Public Works
  - f) Village Services
  - g) Fields & Trails
- 9) New Business
- 10) Announcements
- 11) Executive Session: Probable, Pending or Imminent Litigation under Section 2(c) (11), : Personnel- appointment, employment, compensation, discipline, performance or dismissal of a specific employee under Section 2 (c )1
- 12) Any items to be reported and acted upon by the Village Board after returning to open session
- 13) Adjournment

# VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – January 9, 2014

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday January 9, 2014.

Present: George Brust, Martin Ebert, Jan Kraus, Mike Reid, Orris Ruth.

Absent: Rob Whaley

Staff & Consultants present: Village Attorney Mark Schuster, Hampshire Police Chief Brian Thompson, and Village Engineer Julie Morrison.

A quorum was established.

Village President Magnussen led the Pledge of Allegiance.

Trustee Brust moved, to approve the minutes of December 19, 2013.

Seconded by Trustee Reid  
Motion carried by voice vote  
Ayes: All  
Nays: None  
Absent: Whaley

## VILLAGE PRESIDENT REPORT

### Ordinance Create Liquor License C-2 for Rose Garden Restaurant

Trustee Brust moved, to approve Ordinance 14-01; amending the Liquor Control Regulations of the Village to create a New License in the C-2 Classification, Restaurants / Service of Food.

Seconded by Trustee Kraus  
Motion carried by roll call vote  
Ayes: Brust, Ebert, Kraus, Reid, Ruth  
Nays: None  
Absent: Whaley

### Police Pension Compliance report for the year ended April 30, 2013.

Police Pension: Municipal Compliance Report and Actuary Report were presented to the board. At this time no action is needed, will be published on the Village's website.

## VILLAGE BOARD COMMITTEE REPORTS

### a. Economic Development

Trustee Brust reported Economic Development meeting will be held on February 12, 2014 at 5:30 p.m. at the Hampshire Village Hall.

### b. Finance

#### Accounts Payables

Trustee Ebert moved, to approve accounts payable in the amount of \$81,459.68 to be paid on or before January 14, 2014.

Seconded by Trustee Reid  
Motion carried by roll call vote  
Ayes: Brust, Ebert, Reid, Ruth  
Nays: Kraus  
Absent: Whaley

c. Planning/Zoning

Trustee Ruth inquired that the Village should start running electric now where the new Village Hall will be at, if we wait later the cost will be higher, Arrowhead Road needs stripping on the roadway still. Plus, we should start thinking about reversing the creek going by the new Village Hall – bridge over the creek on the west side. Engineer will look into this since it's below the floodplain now.

d. Public Safety

No report

e. Public Works

Trustee Ebert thanked everyone in Public Works for a great snowplowing job. The Village used 240 tons of salt so far.

f. Village Services

No report

g. Field & Trails

Trustee Ruth reported that the Village should take over Crown Park north of Kelley Road. He would need to contact Dan Olsem.

Announcements

Trustee Reid reported that the Hampshire High School photography class will be here January 23<sup>rd</sup> to take pictures of the board for our website, prior to the Village Board meeting.

Executive Session

Trustee Kraus moved, to adjourn to executive session to discuss Personnel- appointment, employment, compensation, discipline, performance or dismissal of a specific employee under Section 2 (c) 1, Open Meetings Act, at 7:39 p.m.

Seconded by Trustee Brust  
Motion carried by roll call vote  
Ayes: Brust, Ebert, Kraus, Reid, Ruth  
Nays: None  
Absent: Whaley

The Village Board reconvened at 8:00 PM

Trustee Ebert moved, to approve the change of job title from crew leader to street supervisor to Dave Starrett with the increase of wages \$25.00 per hour effective as of 1-10-14.

Seconded by Trustee Kraus  
Motion carried by roll call vote  
Ayes: Brust, Ebert, Kraus, Reid, Ruth

Nays: None  
Absent: Whaley

Adjournment

Trustee Brust moved, to adjourn the Village Board meeting at 8:01 p.m.

Seconded by Trustee Ebert  
Motion carried by voice vote  
Ayes: All  
Nays: None  
Absent: Whaley

---

Linda Vasquez, Village Clerk

No. 14 -

**AN ORDINANCE  
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR  
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE  
\$1,600,000 GENERAL OBLIGATIONS BONDS - SERIES 2006A  
(ALTERNATE REVENUE SOURCE)  
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 06-13, adopted on the 20<sup>th</sup> day of April, 2006 provided for the future issuance of not to exceed \$3,000,000.00 General Obligation Bonds, for the purpose of funding certain public improvements in the Village, including roadway and sanitary sewer improvements; and

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 06-15, adopted on the 1<sup>st</sup> day of June, 2006, and pursuant to the initial authorization set forth in Ordinance No. 06-13, thereafter authorized and provided for the issuance of a portion of the total of said bonds, to wit: \$1,600,000.00 General Obligation Bonds – Series 2006A (Alternate Revenue Source), for the purpose of funding certain public improvements in the Village, and for the levy of a direct annual tax sufficient to pay principal and interest and other proper expenses on the Bonds; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from certain monies, to wit: all municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Municipal Code (the "Pledged Revenues"), and, in the alternative, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, Ordinance No. 06-15 included in its terms a levy of taxes for payment of principal and interest coming due during the period from May 1, 2013 to April 30, 2014 ("Fiscal Year 2014"); and

WHEREAS, the Village has subsequently refunded a part but not all of said Series 2006A Bonds by a new bond issuance approved December 6, 2012, in accordance with Ordinance No. 12-25, approving the issuance of certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012; and

WHEREAS, the Village has accumulated or will have accumulated sufficient Pledged Revenues, as defined in Ordinance No. 06-15, and again in Ordinance No. 12-25, for the purpose of paying debt service on the portion of the \$1,600,000.00 General Obligation Bonds – Series 2006A (Alternate Revenue Source) remaining outstanding after said refunding; and

WHEREAS, the Village is authorized to abate certain taxes when it is determined that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the Pledged Revenues in an amount sufficient to pay the principal and interest due to be paid during Fiscal Year 2013 arising out of the \$1,600,000 General Obligation Bonds – Series 2006A (Alternate Revenue Source).

Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2013 tax year (taxes collectable in 2014) for the \$1,600,000 General Obligation Bonds – Series 2006A (Alternate Revenue Source), as set out in Bond Ordinance 06-15, and/or in Ordinance No. 12-25, both previously filed with the County Clerk.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution, or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

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

ADOPTED THIS \_\_\_\_\_ DAY OF JANUARY, 2014, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF JANUARY, 2014.

---

Jeffrey R. Magnussen  
Village President

ATTEST:

---

Linda Vasquez  
Village Clerk



**CERTIFICATE**

/  
/  
/  
/  
/  
/  
/  
/ / / / / / / / /

I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January \_\_, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 14 - \_\_\_\_, entitled:

**AN ORDINANCE  
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR  
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE  
\$1,600,000 GENERAL OBLIGATIONS BONDS - SERIES 2006A  
(ALTERNATE REVENUE SOURCE)  
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

No. 14 -

**AN ORDINANCE  
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR  
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE  
\$1,400,000 GENERAL OBLIGATION BONDS - SERIES 2009A  
(ALTERNATE REVENUE SOURCE)  
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 06-13, adopted on the 20<sup>th</sup> day of April, 2006 provided for the future issuance of not to exceed \$3,000,000.00 General Obligation Bonds, for the purpose of funding certain public improvements in the Village, including roadway and sanitary sewer improvements; and

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 09-17, adopted on the 14<sup>th</sup> day of May, 2009, and pursuant to the initial authorization set forth in said Ordinance No. 06-13, thereafter authorized and provided for the issuance of a portion of the total of said bonds, to wit: \$1,400,000.00 General Obligation Bonds – Series 2009A (Alternate Revenue Source), for the purpose of funding certain public improvements in the Village, including roadway improvements, and provided for the levy of a direct annual tax sufficient to pay principal and interest and other proper expense on said Bonds; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from certain monies, to wit: all municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Municipal Code (the "Pledged Revenues"), and, in the alternative, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, Ordinance No. 09-17 included in its terms a levy of taxes for payment of principal and interest coming due during the period from May 1, 2013 to April 30, 2014 ("Fiscal Year 2014"); and

WHEREAS, the Village has accumulated or will have accumulated sufficient Pledged Revenues, as defined in Ordinance No. 09-17, available for the purpose of paying said debt service; and

WHEREAS, the Village is authorized to abate certain taxes when it is determined that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the Pledged Revenues

in an amount sufficient to pay the principal and interest due to be paid during Fiscal Year 2013 arising out of the \$1,400,000 General Obligation Bonds – Series 2009A (Alternate Revenue Source).

Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2013 tax year (taxes collectable in 2014) for the \$1,400,000 General Obligation Bonds – Series 2009A (Alternate Revenue Source), as set out in Bond Ordinance No. 09-17, previously certified to the County Clerk.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution, or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

CERTIFICATE

/
/
/
/
/
/
/ / / / / / / / /

I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January \_\_\_\_, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 14 - \_\_\_\_, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE
\$1,400,000 GENERAL OBLIGATIONS BONDS - SERIES 2009A
(ALTERNATE REVENUE SOURCE)
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

Linda Vasquez
Village Clerk

No. 14 -

**AN ORDINANCE  
ABATING THE VILLAGE PORTION  
OF THE REAL ESTATE TAXES LEVIED FOR THE YEAR 2013  
(COLLECTABLE IN 2014) ON CERTAIN PROPERTY LOCATED  
WITHIN THE VILLAGE OF HAMPSHIRE  
(The Elgiloy Property – PIN 01-02-105-002)**

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 97-9, adopted on April 17, 1997, approved the annexation of certain territory to the Village as identified therein; and

WHEREAS, said territory was annexed to the Village pursuant to the terms and conditions of a certain Annexation Agreement, duly approved by the Board of Trustees, and by the property owner, and thereafter recorded as Doc. No. 1997 K 27230 in the Office of the Kane County Recorder; and

WHEREAS, said Agreement provided as follows:

Conditions for Abatement of Real Estate Taxes. Village agrees to abate the real estate taxes otherwise due and payable by Owner on the Property, on the following terms and conditions: Village shall abate said taxes in an amount not to exceed \$160,000.00; and Village shall each year after the date of this Agreement, enact such ordinance or ordinances as shall be necessary to abate said taxes, for such year or years, and in such respective amounts, as shall be necessary to aggregate said total amount. It is understood and agreed by and between the parties hereto that Owner is leasing the Property to a manufacturing concern which is expanding its Illinois operation, and this agreement to abate real estate taxes is made pursuant to the Illinois Revenue Code, 35 ILCS 200/18-165.

WHEREAS, the abatement of taxes on the Property is due for the coming year, neither the total number of years allowed by the Illinois Revenue Code having expired, nor the total amount called for in the annexation agreement having been abated.

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

Section 1. The portion of ad valorem real estate taxes due to the Village, including the portion due for Village pension purposes, for PIN: 01-02-105-002, (the "Property") which is the part of the territory annexed by Ordinance No. 97-9 devoted to manufacturing use (known as the Elgiloy Specialty Metals facility), and owned by Combined Metals of Chicago, LLC, shall be and is hereby abated in its entirety for the tax year 2013 (collectable in 2014).

Section 2. The County Clerk shall abate the portion of the total ad valorem real estate taxes on the Property that is due to the Village of Hampshire, including the portion due for Village pension purposes, in accordance with the provisions of this Ordinance.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall promptly file a certified copy hereof with the County Clerk of Kane County.

Section 4. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 6. This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

ADOPTED THIS \_\_\_\_ DAY OF JANUARY, 2014, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF JANUARY, 2014.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk



No. 14 -

**AN ORDINANCE  
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR  
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE GENERAL  
OBLIGATION BONDS ISSUED FOR SPECIAL SERVICE AREA # 5  
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**

WHEREAS, the Corporate Authorities of the Village have issued and refunded Unlimited Ad Valorem Tax Refunding Bonds (Alternate Revenue Source Bonds) to finance construction of a sanitary sewer force main and related improvements in Special Service Area #5 in the Village, as originally issued in the amount of \$1,650,000, according to Ordinance No. 94-34, dated October 6, 1994, in three separate ordinances as follows:

Ordinance No. 98-43	December 17, 1998	\$1,060,000.00
Ordinance No. 04-35	August 19, 2004	\$ 160,000.00
Ordinance No. 05-30	August 4, 2005	\$ 625,000.00; and

WHEREAS, said bonds are to be retired from sales tax revenues generated from businesses located within the area, or in the alternative, from ad valorem real estate taxes levied on all property within the Village; and

WHEREAS, by its Ordinance No. 98-43, Ordinance No. 04-35, and Ordinance No. 05-30, 07-41, identified above, the Village has levied certain special taxes against the properties located in the Special Service Area in order to pay principal and interest coming due on said bonds; and

WHEREAS, the Village of Hampshire has on hand funds arising from its receipt of sales taxes collected from businesses located within said Special Service Area in an amount sufficient to pay the amount otherwise levied for payments of necessary expenses including principal, interest, fees and audit expenses arising out of said bond issues and refundings for the period from May 1, 2013 to April 30, 2014 ("Fiscal Year 2014"), which funds may lawfully be used for the payment of such expenses; and

WHEREAS, the Village the Village is authorized to abate the ad valorem taxes for payment of debt service on said bond issues and/or refundings when it is determined that sufficient funds are available from such other source, in this case sales taxes, which lawfully may be applied to payment of its obligations.

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

Section 1. The Corporate Authorities hereby adopt the recitals set forth above, and direct the application of Village sales tax receipts in an amount sufficient for the payment of principal, interest, fees, and audit expenses arising out of bond issues and refundings for Special Service Area #5 in the Village for Fiscal Year 2013, for the bonds



previously issued and refunded for construction of a sanitary sewer force main in Special Service Area # 5, as evidenced by Ordinance No. 98-43, Ordinance No. 04-35, and Ordinance No. 05-30.

Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for Special Service Area #5, Long Term Debt Retirement, for the 2013 tax year (taxes collectible in 2014), as evidenced by Village of Hampshire Bond Ordinance No. 98-43, Bond Ordinance No. 04-35, and Bond Ordinance No. 05-30, and/or any other Tax Levy Ordinance, respectively, previously certified to the County Clerk.

Section 3. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

CERTIFICATE

/
/
/
/
/
/
/ / / / / / / / /

I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January \_\_\_\_, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 14 - \_\_\_\_, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE GENERAL
OBLIGATION BONDS ISSUED FOR SPECIAL SERVICE AREA # 5
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

Linda Vasquez
Village Clerk

No. 14 -

**AN ORDINANCE  
ABATING SPECIAL TAXES LEVIED FOR THE 2013 TAX YEAR  
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE SPECIAL  
SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 14  
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**

WHEREAS, the Village has previously issued certain Special Service Area Special Tax Bonds, for its Special Service Area No. 14, pursuant to its Ordinance No. 06-12, enacted on June 20, 2006; and

WHEREAS, said bonds were issued in the amount of \$12,000,000 and labeled Special Service Area Number 14 ("SSA 14"), Special Tax Bonds, Series 2006 (Lakewood Crossing Subdivision Project); and

WHEREAS, by its Ordinance No. 06-12, identified above, and further, by its Ordinance No. 13-32, the Village levied certain special taxes against the properties located in Special Service Area No. 14 in order to pay principal and interest coming due on said bonds; and

WHEREAS, a large portion of said bonds having been purchased and cancelled, there is no longer a need to provide for future payments of principal or interest thereon in the amounts originally estimated and levied for; and

WHEREAS, a portion of the special taxes previously levied may be abated as set forth herein.

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

Section 1. The taxes previously levied in Ordinance No. 06-12 and/or in Ordinance No. 13-32 for the 2013 Tax Year (to be collected in 2014) shall be and hereby are abated in an amount equal to \$98,686.00.

Section 2. The County Clerk shall be and is hereby directed to abate, from the amount originally levied for special taxes for Special Service Area No. 14, for 2013 (collectable in 2014), to wit: \$953,040.00 (as set forth in said ordinances), an amount equal to \$98,686.00, leaving a balance of special taxes to be levied for 2013 (collectable in 2014) equal to \$853,354.00 (as set forth in Ordinance No. 13-32).

Section 3. The Village Clerk shall promptly upon its adoption file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

CERTIFICATE

/
/
/
/
/
/
/ / / / / / / /

I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January \_\_\_\_, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 14 - \_\_\_\_, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE SPECIAL
SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 14
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

Linda Vasquez
Village Clerk

No. 14 -

**AN ORDINANCE  
ABATING SPECIAL TAXES LEVIED FOR THE 2013 TAX YEAR  
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE SPECIAL  
SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 16  
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**

WHEREAS, the Village has previously issued certain Special Service Area Special Tax Bonds, Series 2007A and 2007B, for its Special Service Area No. 16, pursuant to its Ordinance No. 07-41 enacted June 21, 2007; and

WHEREAS, said bonds were issued in the amount of \$23,880,000 and labeled Special Service Area Number 16 ("SSA 16"), Special Tax Bonds, Series 2007A and Series 2007B (Crown Development Projects - Prairie Ridge West); and

WHEREAS, pursuant to the Tender Offer approved by the Village by its Resolution No. 10-10, enacted August 5, 2010, certain of said bonds have been purchased and cancelled as of September 3, 2010; and

WHEREAS, by its Ordinance No. 07-41, identified above, and further, by its Ordinance No. 13-33, the Village levied certain special taxes against the properties located in Special Service Area No. 16 in order to pay principal and interest coming due on said bonds; and

WHEREAS, a large portion of said bonds having been purchased and cancelled, there is no longer a need to provide for future payments of principal or interest thereon in the amounts originally estimated and levied for; and

WHEREAS, a portion of the special taxes previously levied may be abated as set forth herein.

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

Section 1. The taxes previously levied in Ordinance No. 07-41 for the 2013 Tax Year (to be collected in 2014) shall be and hereby are abated in an amount equal to \$1,901,777.68.

Section 2. The County Clerk shall be and is hereby directed to abate, from the amount originally levied for special taxes for Special Service Area No. 16, for 2013 (collectable in 2014), to wit: \$2,006,665.00 (as set forth in Village Ordinance No. 07-41), an amount equal to \$1,901,777.68, leaving a balance of special taxes to be levied equal to \$104,777.68 (as set forth in Village Ordinance No. 13-33).

Section 3. The Village Clerk shall promptly upon its adoption file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

/

/

/

/

**CERTIFICATE** /

/

/

/ / / / / / / / /

I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January \_\_\_\_, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 14-\_\_\_\_, entitled:

AN ORDINANCE  
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR  
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE SPECIAL  
SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 16  
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this \_\_\_\_ day of January, 2014.

\_\_\_\_\_  
Linda Vasquez  
Village Clerk



No. 14 -

**AN ORDINANCE  
ABATING SPECIAL TAXES LEVIED FOR THE 2013 TAX YEAR  
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE SPECIAL  
SERVICE AREA BONDS ISSUED FOR SPECIAL SERVICE AREA # 19  
IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**

WHEREAS, the Village has previously issued certain Special Service Area Special Tax Bonds, Series 2007A and 2007B, for its Special Service Area No. 19, pursuant to its Ordinance No. 07-41, enacted June 21, 2007; and

WHEREAS, said bonds were issued in the amount of \$25,215,000 and were labeled Special Service Area Number 19 ("SSA 19"), Special Tax Bonds, Series 2007A and Series 2007B (Crown Development Projects - Prairie Ridge East); and

WHEREAS, pursuant to the Tender Offer approved by the Village by its Resolution No. 10-10, enacted August 5, 2010, certain of said bonds have been purchased and cancelled as of September 3, 2010; and

WHEREAS, by its Ordinance No. 07-41, identified above, and further, by its Ordinance No. 13-34, the Village levied certain special taxes against the properties located in Special Service Area No. 19, in order to pay principal and interest coming due on said bonds; and

WHEREAS, a large portion of said bonds having been purchased and cancelled, there is no longer a need to provide for future payments of principal or interest thereon in the amounts originally estimated and levied for; and

WHEREAS, a portion of the special taxes previously levied may be abated as set forth herein.

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

Section 1. The taxes previously levied in Ordinance No. 07-41 for the 2013 Tax Year (to be collected in 2014) shall be and hereby are abated in an amount equal to \$2,012,907.95.

Section 2. The County Clerk shall be and is hereby directed to abate, from the amount originally levied for special taxes for Special Service Area No. 19, for 2013 (collectable in 2014), to wit: \$2,052,477.00 (as set forth in Village Ordinance No. 07-41), an amount equal to \$2,012,907.95, leaving a balance of special taxes to be levied equal to \$39,569.05 (as set forth in Village Ordinance No. 13-34).

Section 3. The Village Clerk shall promptly upon its adoption file a certified copy of this Ordinance with the County Clerk of Kane County, Illinois.

Section 4. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 5. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

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

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk



No. 14 -

**AN ORDINANCE  
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR  
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE  
\$865,000 GENERAL OBLIGATION BONDS - SERIES 2003  
(ALTERNATE REVENUE SOURCE) FOR THE  
VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS**

WHEREAS, the Corporate Authorities of the Village, by Ordinance No. 03-30, adopted on the 6th day of November, 2003 provided for the issuance of \$865,000.00 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2003 for the purpose of refunding bonds related to a prior bond issue, having been approved by Ordinance No. 96-6 enacted on March 21, 1996, which bonds were issued in the initial amount of \$900,000 to fund the construction of a water tower and related improvements in Old Mill Manor Subdivision in the Village, and for the levy of a direct annual tax sufficient to pay principal and interest and other proper expenses on the Bonds; and

WHEREAS, said bonds are by the terms of the Ordinance to be payable from net revenues derived from the Waterworks System of the Village, and from the Village's share of state income tax payments (the "Pledged Revenues"), and, if necessary, from ad valorem taxes levied against taxable property within the Village; and

WHEREAS, the Village has subsequently refunded said Series 2003 Bonds by a new bond issuance approved on December 6, 2012, in accordance with Ordinance No. 12-25 adopted on that date, approving the issuance of certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012; and

WHEREAS, the Village has accumulated or will have accumulated sufficient Pledged Revenues, as defined in Ordinance No. 03-30, and subsequently by Ordinance No. 12-25, available for the purpose of paying the principal, interest, fees, and audit expenses arising out of said Bond Issue, as refunded, during the period from May 1, 2013 to April 30, 2014 ("Fiscal Year 2014"); and

WHEREAS, the Village is authorized to abate certain taxes when it is determined that sufficient funds are available from any other source which lawfully may be applied to payment of its obligations.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The Corporate Authorities of the Village of Hampshire adopt the recitals set forth above, and hereby direct the application of the Pledged Revenues in an amount sufficient to pay principal, interest, fees, and audit expenses for Fiscal Year 2013 arising out of the \$865,000 General Obligation Bonds (Alternate Revenue Source) - Series 2003, as refunded.

Section 2. The County Clerk is hereby directed to abate in its entirety the tax levy for the 2013 tax year (taxes collectible in 2014) for expenses arising out of the \$865,000 General Obligation Bonds (Alternate Revenue Source), Series 2003, as set out in Ordinance No. 12-25, previously filed with the County Clerk.

Section 3. Because of the refunding recited above, the County Clerk is hereby further directed to abate entirely any and all levies of taxes from and after this date, as otherwise set out in Ordinance No. 03-30, previously filed with the County Clerk.

Section 4. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Kane County, Illinois.

Section 5. Any motion, order, resolution or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 6. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 7. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jeffrey R. Magnussen  
Village President

ATTEST:

\_\_\_\_\_  
Linda Vasquez  
Village Clerk

CERTIFICATE

/
/
/
/
/
/
/ / / / / / / / /

I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

I further certify that on January \_\_\_\_, 2014, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 14 - \_\_\_\_, entitled:

AN ORDINANCE
ABATING TAXES LEVIED FOR THE 2013 TAX YEAR
(COLLECTABLE IN 2014) TO PAY DEBT SERVICE ON THE \$865,000
GENERAL OBLIGATIONS BONDS - SERIES 2003
(ALTERNATE REVENUE SOURCE)
FOR THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

Linda Vasquez
Village Clerk

---

MEMORANDUM

*CONFIDENTIAL / ATTORNEY-CLIENT PRIVILEGE*

**TO:** Village President and Board of Trustees  
**FROM:** Mark Schuster  
**DATE:** January 23, 2014  
**RE:** Proposed Lease – AT&T – Elm Street Water Tower

Background

AT&T (for Cingular Wireless) has proposed to lease space on the Elm Street Water Tower (their reference is “Downtown Hampshire”), for a communication facility, including antenna equipment and ground equipment. The Lease would take effect in 2014, and they would install equipment after the painting project on the tower has been completed.

Discussion

The latest proposed (draft) Structure Lease agreement is attached. Note that it provides for a lump-sum payment of \$150,000 as and for rent for the first 7 years of the lease. Thereafter, rent would be paid monthly. The lease term is renewable for four (4) terms of five years each.

Note also the following about this proposal: It would allow AT&T to self insure for its insurance requirements under the Lease (Sec. 7); it would not make AT&T liable for any taxes on the property – unless the red-line is added in Sec. 21; and it would allow AT&T to take advantage of any “stream of payments” offer received by the Village – unless Sec. 23 is stricken, as shown in the red-line.

Action(s) Needed

Review this proposal, for return to the rental agent and final review by AT&T Legal Department, for conclusion at next Board of Trustees meeting.

Market: IL/WI  
Cell Site Number: IL1104  
Cell Site Name: Downtown Hampshire  
Fixed Asset Number: 10153797

## STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the later of the signature dates below (the "**Effective Date**"), is entered into by The Village of Hampshire, an Illinois Municipal corporation having a mailing address of 234 S. State Street, PO Box 457, Hampshire, IL 60140-0457 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with an elevated water storage tank structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 800 Elm Street., Hampshire, IL 60140, in the County of Kane, State of Illinois, also known as Lot 1, Old Mill Manor, Unit 1 (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

**1. LEASE OF PREMISES.** Landlord hereby leases to Tenant:

(i) approximately 840 square feet of ground space, including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1**, consisting of a Site Plan and certain drawings, titled on the first page thereof, "Plat of Survey of Lease Site and Easements," and dated 10/10/2013 (consisting of 34 pages in total), for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**"

**2. PERMITTED USE.**

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated



application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**").

(b) Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**.

(c) For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility.

(d) Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make improvements or alterations to the Property appropriate for Tenant's Permitted Use. Tenant changes include the right to construct a fence around the Premises consistent with the requirements of the Village Zoning Ordinance, Section 6-3-10, and to undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, or upgrade the Communication Facility within the Premises, but shall not expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement, without the prior written consent of Landlord. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, but shall make no other or further changes to the Property except upon prior notification to and consent by Landlord.

(e) In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to reasonably consider amending this Lease to Tenant for the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises

(f) Provided, Tenant acknowledges and agrees that from and after May 1, 2014, as weather permits, the Village intends to proceed with re-painting the Structure; that Tenant may install its Communication Facility in the Equipment Space prior to May 1, 2014; that Tenant shall not install its Communication Facility or any part thereof in the Antenna Space or in the Connection Space prior to May 1, 2014; and that Tenant may install any and all of its Communication Facility after completion of said re-painting.

### 3. **TERM.**

(a) The initial lease term will be Seven (7) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the seventh (7<sup>th</sup>) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and

conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

#### **4. RENT.**

(a) On the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord a sum equal to One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars as and for rent for the Initial Term of this Lease.

(b) Thereafter, commencing on the seventh (7<sup>th</sup>) anniversary of the Rent Commencement Date, Tenant shall pay, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance as and for rent for the Premises, a sum equal to Two Thousand and No/100 (\$2,000.00) (the "**Rent**"), at the address set forth in Section 17 belowabove. In any partial month occurring after the Rent Commencement Date, Rent will be prorated.

(c) In year one (1) of each subsequent Extension Term after the first (1<sup>st</sup>) Extension Term, the monthly Rent will increase by ten percent (10 %) over the Rent paid during the previous Term, and said increased monthly Rent shall apply throughout the duration of such Extension Term.

(d) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges not so billed to Tenant shall be waived and shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

#### **5. TESTING, APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals. Landlord shall grant to Tenant and its agents and employees reasonable access to the Property during normal business hours, upon reasonable advance notice, for the purpose of performing and obtaining such tests or reports; provided, Tenant shall and hereby does indemnify, defend and hold Landlord harmless from and against all liability, costs and expenses (including reasonable attorney fees) caused as a result of or in any way arising out of the act, failure to act, or negligence of Tenant and/or Tenant's agents or employees in performing any of the activities described in this sub-paragraph (c).

#### **6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord given prior to commencement of construction of any improvements in the Equipment Space and/or installation of any improvements in the Antenna Space, if Tenant is unable to maintain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, given prior to commencement of construction of any improvements in the Equipment Space and/ or installation of any improvements in the Antenna Space, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason at any time prior to commencement of construction of any improvements in the Equipment Space and/ or installation of any improvements in the Antenna Space by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

## **7. INSURANCE.**

During the Term, Tenant will carry, at its own cost and expense, the following insurance:

- (i) "All Risk" property insurance for its property's replacement cost;
- (ii) Workers' Compensation Insurance as required by law; and
- (iii) Commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage.

Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement.

Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Landlord shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

## **8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant will not use, nor will Tenant permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which

interferes with the existing radio frequency user(s) on the Property, the operations of Landlord or any of the existing radio frequency user(s), or the rights of Landlord or the existing radio frequency user(s) under this Agreement. Should any such interference occur, Tenant will cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Landlord shall have a right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon written notice.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, and Landlord ~~nor~~ will Landlord not permit its employees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause any such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) Landlord will not permit its tenants, licensees, or invitees to use any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant, or the rights of Tenant under this Agreement. Landlord will promptly notify any such tenant, licensee or invitee to cease any such interference and will use its best efforts to cause any such interference to cease within twenty-four (24) hours after receipt of notice of such interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Tenant shall have a right, in addition to any other rights it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon written notice.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility, or from the communications signals from Landlord's equipment, if any, or from the communications signals of any of the existing radio frequency user(s) on the Property.

## 9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

**10. WARRANTIES.**

(a) Tenant and Landlord each, for itself respectively, acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, a mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

**11. ENVIRONMENTAL.**

(a) Landlord represents and warrants, that to the best of its knowledge and belief, and except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“Access”) to and over the Property, from Elm Street over and across the driveway onto the Property as depicted on Exhibit 1 to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant’s request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; and, upon Tenant’s request, Landlord shall execute additional such letters granting such Access during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant’s damages until Landlord cures such default. Landlord and Tenant agree that Tenant’s damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Provided, construction activities on the Premises related to installation of the Communication Facility shall be limited to the hours of 7:00 a.m. through 7:00 p.m., Monday through Friday, and 7:00 a.m. through 5:00 p.m. on Saturday..

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during or after the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant’s above-ground improvements, including all footings and foundations (~~which shall to be removed to a depth of one-foot below grade~~), from the Premises, and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after ~~the later of the end of the Term and cessation of Tenant’s operations at the Premises~~ shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any shrubs or other vegetation.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including (but only after a period of one year continuous live growth after the date of ~~planting~~ ~~installation~~) any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is elected by Tenant under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment

within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electrical service by Landlord; and to promptly forward any notice of such interruption received from the service provider, if any. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such utility services to be furnished or supplied by outside suppliers or by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from Elm Street and the driveway onto the Property to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, provided that Tenant or such service company shall prepare a proper document in recordable form for signature, and shall bear the cost of recording. The Village shall charge no fee for signing such document, -at no cost to Tenant or the service company.

(d) The parties acknowledge and agree that from time to time it will be advisable or necessary for the Village to re-paint the Structure. Notwithstanding anything to the contrary contained in this Agreement, upon making a determination that such re-painting shall be done, Landlord shall notify Tenant not less than ninety (90) days in advance of the date when the water tower structure on the Premises is scheduled to be painted. Tenant shall thereafter at its expense remove such of its Communication Facility as is located anywhere on the Structure, and cover or secure to its satisfaction such of its Communication Facility as is located in the Equipment Space on the Premises, for the duration of the painting project. Tenant may place a temporary antenna array or cell on the Premises, subject to review and approval of the Landlord, which approval shall not unreasonably be withheld, for the duration of the painting project. Upon completion of the painting, Tenant shall promptly re-attach to the Structure the portion of its Communication Facility that had been located thereon, and uncover the portion of the Communication Facility located on the ground, and will paint same to resemble the color of the Structure.

## **15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period,

Tenant will have: (i) the right to cure Landlord's default and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:                   New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: IL1104; Cell Site Name: Downtown Hampshire  
Fixed Asset No: 10153797  
575 Morosgo Drive NE  
Suite 13-F West Tower  
Atlanta, GA 30324

With a copy to:                New Cingular Wireless PCS, LLC  
Attn.: Legal Department  
Re: Cell Site #: IL1104; Cell Site Name: Downtown Hampshire  
Fixed Asset No: 10153797  
208 S. Akard Street  
Dallas, Texas 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:                Village of Hampshire  
Site Name: Elm Street Water Tower  
234 S. State St.  
PO BOX 457  
Hampshire, IL 60140-0457  
Attn: Village Administrator

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.



19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, ~~including any such taxes that may be calculated by the taxing authority using any method, including the income method.~~ Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord. Notwithstanding the foregoing, Tenant shall pay any real property tax, personal property tax or any other tax or fee which is assessed to either Landlord or Tenant which is directly attributable to the installation or presence of Tenant's Communication Facility on the Premises, for so long as this Structure Lease remains in effect, has not expired of its own terms, and has not been terminated by either party as provided herein.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with a copy of copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law or otherwise agreed by and between Landlord and Tenant.

(d) Landlord shall not petition to split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due from by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority chooses needs to communicate with Tenant. In the event that Tenant's tax addresses is changed and notice thereof is provided s by notice to Landlord in accordance with the requirements of Section 17 above, Landlord shall be required to provide Tenant's new tax address to the taxing authority. For purposes of this section, "taxing authority" shall mean the Hampshire Township Assessor and the Kane County Treasurer or authorities.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site #: IL1104; Cell Site Name: Downtown Hampshire  
Fixed Asset No: 10153797575 Morosgo Drive NE  
Suite 13-F West Tower  
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. Intentionally omitted

- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed New Cingular Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. INTENTIONALLY DELETED. RENTAL STREAM OFFER.** ~~If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.~~

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN

ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

**"LANDLORD"**

The Village of Hampshire, an Illinois Municipality

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2013

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: Donco Koceski  
Its: Sr. Real Estate & Construction Manager  
Date: \_\_\_\_\_, 2013

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared Donco Koceski, and acknowledged under oath that he is the Sr. Real Estate & Construction Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

**CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 20\_\_, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_ of \_\_\_

to the Structure Lease Agreement dated \_\_\_\_\_, 2013, by and between The Village of Hampshire, an Illinois municipal corporation as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

That part of the following described property improved with an elevated water storage tank for the Village's water supply and distribution system:

Lot 1 in Old Mill Manor, Unit 1, a Subdivision of part of the Northwest Quarter of Section 27, Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.

PIN: 01-27-107-012  
Common Address: 800 Elm Street, Hampshire, Illinois

**Notes:**

- 1.
2. Any setback of the premises from the property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, to the best of its knowledge and belief, as of the date of this Agreement, is free of hazardous substances except as follows:

NONE.

**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
**[FOLLOWS ON NEXT PAGE]**

[Landlord Letterhead]

DATE

Village of Hampshire

Site Name: ~~Downtown Hampshire Elm Street Water Tower~~

234 S. State St.

PO BOX 457

Hampshire, IL 60140-0457

Re: Authorized Access granted to AT&T  
FA# 10153797; Site# IL1104; Site Name: Downtown Hampshire

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

---

Erik Bush  
Village Administrator  
Village of Hampshire

**EXHIBIT 24b**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

**Prepared by:**

SAC NAME

SAC FIRM

FIRM ADDRESS

CITY, STATE ZIP

**Return to:**

\_\_\_\_\_  
\_\_\_\_\_

Re: Cell Site #” \_\_\_\_\_; Cell Site Name: \_\_\_\_\_  
Fixed Asset Number: \_\_\_\_\_  
State: \_\_\_\_\_  
County: \_\_\_\_\_

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20143, by and between \_\_\_\_\_, a \_\_\_\_\_, having a mailing address of \_\_\_\_\_ (hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as “**Tenant**”).

1. Landlord and Tenant entered into a certain Structure Lease Agreement (“**Agreement**”) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be seven (7) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**

The Village of Hampshire

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2013

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: Donco Koceski  
Its: Senior Real Estate & Construction Manager  
Date: \_\_\_\_\_, 2013

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**



**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_\_ of \_\_\_\_

to the Memorandum of Lease dated \_\_\_\_\_, 2012, by and between \_\_\_\_\_, a \_\_\_\_\_, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 1 of Old Mill Manor, Unit 1, a Subdivision of part of the Northwest Quarter of Section 27, Township 42 North, Range 6, East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.

The Premises are described and/or depicted as follows:

See attached 4 page drawings.



**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> </tr> </table>											- <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> </tr> </table>										

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number																																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> </tr> </table>																				- <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> <td style="width: 20px; height: 20px; border: 1px solid black;"></td> </tr> </table>																			

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**Prepared by and Return to:**

New Cingular Wireless PCS, LLC

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cell Site No: \_\_\_\_\_

Cell Site Name: \_\_\_\_\_

Fixed Asset Number: \_\_\_\_\_

State: \_\_\_\_\_

County: \_\_\_\_\_

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement")**, dated as of the date below, between \_\_\_\_\_ having its principal office at \_\_\_\_\_, (hereinafter called "**Mortgagee**") and \_\_\_\_\_, a \_\_\_\_\_ having its principal office/residing at \_\_\_\_\_ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter called "**Tenant**").

**WITNESSETH:**

**WHEREAS**, Tenant has entered into a certain lease dated \_\_\_\_\_, 20\_\_, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

**WHEREAS**, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of \_\_\_\_\_, being identified as Lot \_\_\_\_ in Block \_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_ County, State of \_\_\_\_\_ ("**Property**"), a part of which Property contains the Premises; and

**WHEREAS**, the Mortgage on the Property is in the original principal sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, which Mortgage has been recorded in the appropriate public office in and for \_\_\_\_\_ County, \_\_\_\_\_ ("**Mortgage**"); and

**WHEREAS**, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Mortgagee**", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2012

TENANT: New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: Dennis Klein  
Title: Area Manager, Real Estate & Construction  
Date: \_\_\_\_\_, 2012

MORTGAGEE: \_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2012

**LANDLORD (INDIVIDUAL)**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, ( ) who is personally known to me OR ( ) who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD (PARTNERSHIP)**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, partner on behalf of \_\_\_\_\_, a \_\_\_\_\_ partnership, ( ) who is personally known to me OR ( ) who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD (CORPORATION)**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_ [name of representative], the \_\_\_\_\_ [title] of the corporation, ( ) who is personally known OR ( ) who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

TENANT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared Dennis Klein, who acknowledged under oath that he/she is the Area Manager, Real Estate & Construction of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

MORTGAGEE (CORPORATION)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_ [name of representative] the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of banking institution], a \_\_\_\_\_ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT 1**  
**DESCRIPTION OF PREMISES**

The Property is legally described as follows:

The Premises is legally described as follows:



## Memorandum

To: Jeff Magnussen, Village President  
From: Brad Sanderson, EEI  
Date: January 21, 2014  
Subject: Safe Routes to School (SRTS) – Call for Projects

### **Background:**

The Illinois Department of Transportation (IDOT) recently announced a call for projects in accordance with the attached document. The program is in place to fund projects that enhance safe walking and bicycling to school for elementary and middle school age children.

### **Question Presented:**

Should the Village submit an application for the 2013 - 2014 Call for Projects for an Infrastructure Project?

### **Discussion:**

Based on a review of the existing infrastructure and discussions with the police department and school district, we identified routes that would benefit from the installation of sidewalks. A need for a push button activated flashing for the crossing of State Street was also identified. A total of over 2900 feet of sidewalk have been identified in this program. This will create an east-west trunk to connect the areas east of State Street with the schools west of State Street. Please refer to the attached location map exhibit.

The current program has a cap on Federal funding at \$160,000 per project, with a required local match of 20%. We are estimating a total cost of \$209,000 (\$160,000 Federal, \$49,000 local) to complete the sidewalk noted in the location map exhibit. A detailed cost estimate is attached.

The applications are due to IDOT no later than January 31, 2014.

### **Action Required:**

Consideration of authorization to submit application for 2013-2014 SRTS Call for Projects. Submittal of Application does not commit the Village to completing the project.

VILLAGE OF HAMPSHIRE  
SAFE ROUTES TO SCHOOL  
PRELIMINARY COST ESTIMATE  
January 21, 2014

**ROADWAY**

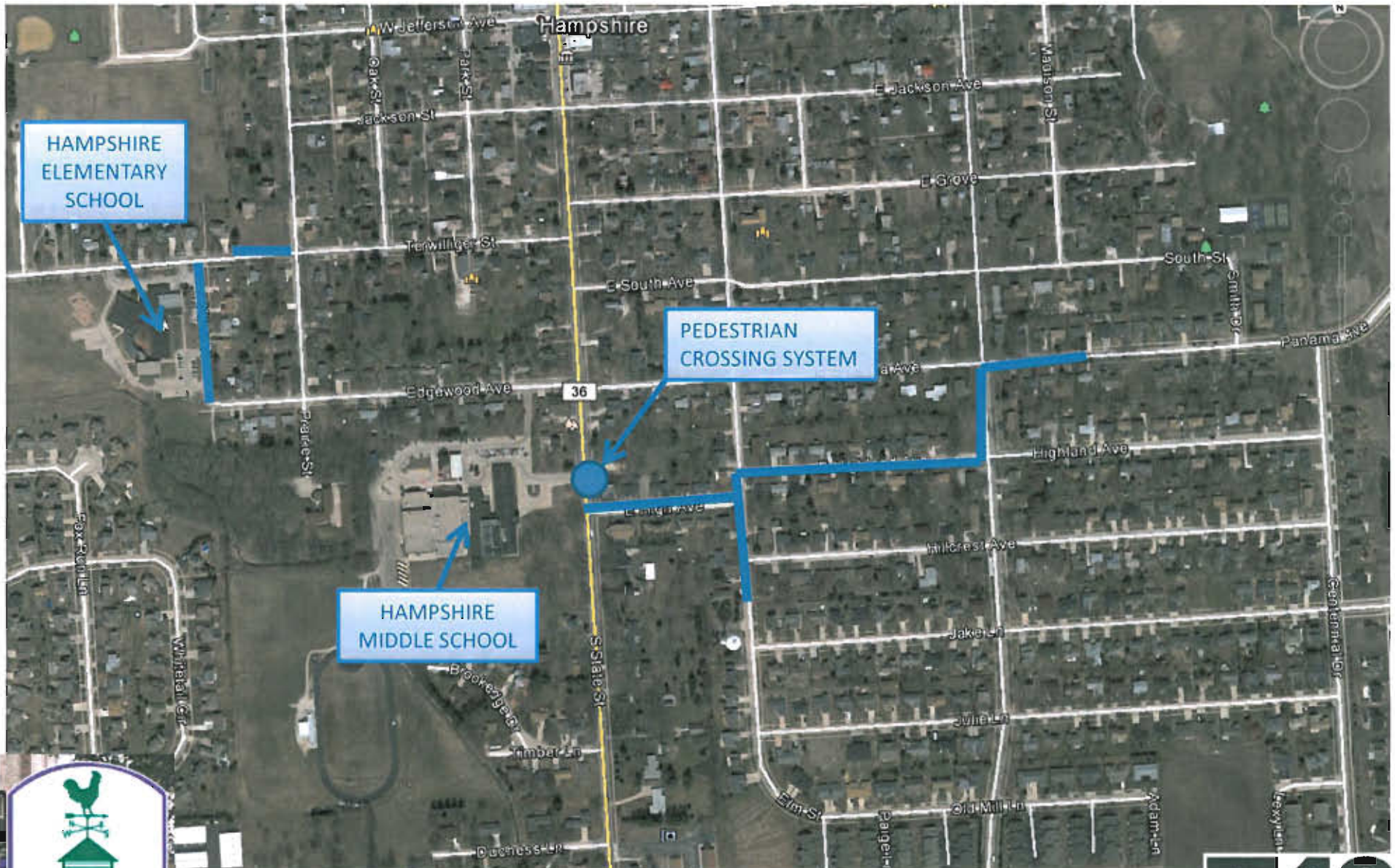
					State Street	Klick Street/Twilger	High Avenue	Elm Street	Highland Ave	Warner Street	Panama Avenuer
PAY ITEM DESCRIPTION	UNIT	COST	QUANTITY	COST	N/A	500	525	320	870	300	390
1 PCC SIDEWALK, 5-INCH	SF	\$ 5.75	14525	\$ 83,518.75		2500	2625	1600	4350	1500	1950
2 DETECTABLE WARNINGS	SF	\$ 25.00	180	\$ 4,500.00		20	30	50	30	30	20
3 DRIVEWAY PAVEMENT REMOVAL	SY	\$ 10.00	460	\$ 4,600.00		40	120	40	160	0	100
4 BUTTON ACTUATED WARNING SIGN	EA	\$ 5,000.00	2	\$ 10,000.00	2						
5 RESTORATION	SY	\$ 5.75	1936	\$ 11,132.00		333	350	213	580	200	260
6 FIRE HYDRANT TO BE RELOCATED	EA	\$ 3,000.00	6	\$ 18,000.00		1	1	1	1	1	1
7 TRAFFIC CONTROL AND PROTECTION	LS	\$ 5,000.00	1	\$ 5,000.00							
8 MOBILIZATION	LS	\$ 8,000.00	1	\$ 8,000.00							

<b>CONSTRUCTION ESTIMATE TOTAL</b>	<b>\$ 144,750.75</b>
<b>15% Contingency</b>	<b>\$ 21,712.61</b>
<b>Total Construction</b>	<b>\$ 166,463.36</b>
Phase 1 Engineering 7%	<b>\$ 11,652.44</b>
Phase II Engineering 8%	<b>\$ 13,317.07</b>
<b>Construction Engineering (10%)</b>	<b>\$ 16,646.34</b>
<b>Project total</b>	<b>\$ 208,079.20</b>

**VILLAGE OF HAMPSHIRE**  
**SAFE ROUTES TO SCHOOL**  
**PRELIMINARY COST ESTIMATE**  
**1/21/204**

	Safe Routes to School Funding (~80%)*	Local Funding (~20%)*	Total
Phase 1 Engineering (8% of Construction Cost)	\$ 10,080.00	\$ 2,520.00	\$ 12,600.00
Phase 2 Engineering (8% of Construction Cost)	\$ 10,640.00	\$ 2,660.00	\$ 13,300.00
Engineer's Opinion of Probable Construction Cost	\$ 126,000.00	\$ 40,500.00	\$ 166,500.00
Construction Engineering (10% of Construction Cost)	\$ 13,280.00	\$ 3,320.00	\$ 16,600.00
<b>Local</b>	<b>\$ 160,000.00</b>	<b>\$ 49,000.00</b>	<b>\$ 209,000.00</b>

\* SRTS funding limited to 160,000



**VILLAGE OF HAMPSHIRE  
2014 SAFE ROUTES TO SCHOOL PROGRAM**



---

MEMORANDUM

**TO:** Village President and Board of Trustees  
**FROM:** Mark Schuster  
**DATE:** January 23, 2014  
**RE:** Amended Agreement for Administrative Services

Background

David A. Taussig & Associates serves as administrative consultant for the Village in regard to Special Service Area #13. Taussig is responsible to prepare an annual Tax Roll and Report, and to transmit the tax roll to the Kane County Clerk – Tax Extension Office in an appropriate electronic form, to be added to the tax bills.

Discussion

Given the large delinquencies in tax payments, Taussig is at this time proposing to reduce the scope of services, and the amount of its annual fees, in relation to SSA #13.

Note: This matter will need further attention if the Global Settlement Agreement regarding Special Service Area #13 comes to a conclusion, since the size of the SSA and the amount of outstanding bonds would be reduced by such settlement.

Action(s) Needed

Review and approve the Amended Agreement for Administrative Services.

No. 14 -

**A RESOLUTION  
APPROVING AN AMENDED ADMINISTRATIVE SERVICES  
AGREEMENT FOR SPECIAL SERVICE AREA #13  
(Taussig & Associates)**

WHEREAS, the Village has previously approved an agreement for administrative services with David A. Taussig & Associates, Inc. for Special Service Area No. 13; and

WHEREAS, Taussig has recently proposed an amendment to said Agreement, to provide for lesser services in light of the lesser funds available in said Special Service Area, resulting from the delinquency in payment of the special taxes levied on the properties in said Special Service Area; and;

WHEREAS, the Corporate Authorities recognize that lesser funds are available to pay for administrative services related to said Special Service Area; and

WHEREAS, the Corporate Authorities deem it necessary and advisable for the Village to enter into a proposed Amended Agreement for Administrative Services with David A. Taussig & Associates in regard to Special Service Area No. 13 in 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 Amended Agreement for Administrative Services proposed by David A. Taussig & Associates for administrative services to be provided in relation to the operation of Special Service Area #13 in the Village, in words and figures as set forth in the attached Exhibit A, shall be and hereby is approved.

Section 2. The Village President is authorized to execute, and the Village Clerk to attest, the Amended Agreement for Administrative Services with David A. Taussig & Associates, Inc., for Special Service Area No. 13 in the Village.

Section 3. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this 23rd day of January, 2014, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 23rd day of January, 2014.

---

Jeffrey Magnussen  
Village President

ATTEST:

---

Linda Vasquez  
Village Clerk