



Village of Hampshire  
Village Board Meeting  
Thursday January 4, 2018 – 7:00 PM  
Hampshire Village Hall – 234 S. State Street

## AGENDA

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1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes December 21, 2017
6. Public Hearing on proposed Annexation Agreement by and among the following parties: Evelyn Bicknese, Lorraine Lenschow, Marilyn Kunde, Arlene Bickelhaupt, Roger Henning, the Dale E. and Jacqueline Melms Trust, Gin Family Partnership, LLC, An Illinois Limited Liability Company and Love's Travel Stops & Country Stores, Inc., An Oklahoma Corporation (owners / developer) and the Village of Hampshire, regarding certain property located at US Highway 20 and the I-90 on/off ramp.
7. Village President's Report
  - a) An ordinance authorizing the execution of a certain annexation agreement (Loves Development)
  - b) An ordinance annexing certain territory to the Village of Hampshire, Kane County, Illinois (Loves Development)
  - c) An ordinance zoning certain land newly annexed to the village in part in the HC Highway Commercial Zoning District and in part in the M-1 Restricted Industrial Zoning district in the Village (Loves Development)
  - d) An ordinance granting a special use to allow for an automobile / truck stop on certain property classified in the HC Highway Commercial Zoning District in the Village (loves development)
  - e) An ordinance varying the community graphics requirements for certain property adjacent to US Highway 20 and the I-90 on/off ramp (Loves Development)
  - f) A resolution approving the preliminary plat of subdivision for a proposed development of land adjacent to US Highway 20 and the IL-90 on/off ramp by Loves Truck Stops and Country Stores, LLC (Loves Development)
  - g) Hampshire Park District request of releasing \$195,000.00 impact fees
  - h) Resolution: adopting a policy prohibiting sexual harassment for the Village of Hampshire
  - i) Ordinance: amending the police regulations of the Village to re-state certain provisions governing cannabis regulations in the Village.
  - j) Reappoint Bill Robinson and Ken Swanson on the Planning Commission expires 1-4-2021.
8. Village Board Committee Reports
  - a) Public Works
  - b) Village Services
  - c) Fields & Trails
  - d) Business Development Commission
  - e) Economic Development

- f) Finance
  - 1. Accounts Payable
- g) Planning/Zoning
- h) Public Safety

9. New Business

10. Announcements

11. Executive Session:

12. Any items to be reported and acted upon by the Village Board after returning to open session

13. Adjournment

The Village of Hampshire, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the Village at 847-683-2181 to allow the Village to make reasonable accommodations for these persons

# VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – December 21, 2017

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, December 21, 2017.

Present: Toby Koth; Erik Robinson; Michael Reid; and Janet Kraus.

Absent: Christine Klein, Ryan Krajecki

A quorum was established.

Staff & Consultants present: Village Finance Director Lori Lyons; Chief of Police Brian Thompson; Village Engineer Julie Morrison, and Village Attorney Mark Schuster.

The Pledge of Allegiance was recited.

## Citizen Comment:

Ramsey Mowers – lives at 329 Highland Ave. was asking if the board came up with some conclusion to help his house from flooding when it rains heavy. Village President Magnussen reported that our Engineer will look into this matter and we will need to put this in our 2018-2019 budget.

Dan Richert – he sees what Mr. Mower is going through and even with pumps the water has nowhere to go to. The Village should try to find money to help him out.

Ed Rollins- lives across the street and in 29 years of living there it is unbelievable how much water his neighbor across the street gets.

Our Engineering should have sent a report to Mr. Mower. Trustee Koth mentioned that he did send it on to the Mowers.

## Minutes

Trustee Kraus moved to approve the minutes of December 7, 2017.

Seconded by Trustee Robinson

Motion carried by voice vote

Ayes: Reid, Robinson, Koth and Kraus

Nays: None

Absent: Klein, Krajecki

## Consent Agenda

Ordinances **17-33 to 17-40**: for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2017 and Ending April 30, 2018 in and for the Village of Hampshire Special Service Area Nos. 2, 3, 6,7, 8, 10, 11, 12, 15, and 23.

Resolution **17-22**: confirming the Amended Special Tax Roll for calendar year 2017 (for taxes to be collected in 2018) for Special Service Area #16 in the Village of Hampshire.

Ordinance 17-41: for Assessment and Levy of Special Taxes for SSA #16  
Trustee Koth moved to approve the consent agenda as presented.

Seconded by Trustee Robinson  
Motion carried by roll call vote  
Ayes: Koth, Kraus, Reid, and Robinson.  
Nays: None  
Absent: Klein, Krajecki

### VILLAGE PRESIDENT REPORT

Trustee Kraus moved to approve Resolution 17-23; urging Veto of SB 1451 re Small Cell Wireless Facilities Deployment Act.

Seconded by Trustee Reid  
Motion carried by roll call vote  
Ayes: Koth, Kraus, Reid, and Robinson.  
Nays: None  
Absent: Klein, Krajecki

Trustee Reid moved to approve Cyber Liability Insurance Coverage by Arthur J. Gallagher through BCS Insurance Company for a one year term starting January 1, 2018 at a cost of \$2,392.00

Seconded by Trustee Kraus  
Motion carried by roll call vote  
Ayes: Koth, Kraus, Reid, and Robinson.  
Nays: None  
Absent: Klein, Krajecki

Trustee Robinson moved to authorize to execute the engagement letter for Accounting Assistance from Lauterbach & Amen, LLP.

Seconded by Trustee Kraus  
Motion carried by roll call vote  
Ayes: Koth, Kraus, Reid, and Robinson.  
Nays: None  
Absent: Klein, Krajecki

Village President wished everyone a Merry Christmas

### VILLAGE BOARD COMMITTEE REPORTS

a. Public Safety – No report

b. Public Works – Trustee Koth reported there is no quick fix at 329 Highland Ave. except the cost will be very expensive.

c. Village Services – No report

d. Fields & Trails -- No report

e. Business Development Commission

Trustee Krajecki reported the next meeting will be January 10, 2018 at 6:30 p.m.

f. Economic Development – No report

g. Finance

Accounts Payable

Trustee Kraus moved to approve Anthony Bachara and (Lori Lyons-petty cash) reimbursement in the amount of \$87.52.

Seconded by Trustee Reid  
Motion carried by roll call vote  
Ayes: Koth, Kraus, Reid, and Robinson.  
Nays: None  
Absent: Klein, Krajecki

Trustee Robinson moved to approve the Accounts Payable in the sum of \$167,668.23, to be paid on or before December 27, 2017.

Seconded by Trustee Kraus  
Motion carried by roll call vote  
Ayes: Koth, Reid, and Robinson.  
Nays: Kraus  
Absent: Klein, Krajecki

Due to an error in the amount Trustee Reid moved to reconsider making a new motion with the correct amount of \$167,654.13 & \$87.52.

Seconded by Trustee Koth  
Motion carried by voice vote  
Ayes: Reid, Robinson, Koth and Kraus  
Nays: None  
Absent: Klein, Krajecki

Trustee Kraus moved to approve the Accounts Payable in the sum of \$167,654.13, to be paid on or before December 27, 2017.

Seconded by Trustee Robinson  
Motion carried by roll call vote  
Ayes: Koth, Reid, and Robinson.  
Nays: Kraus  
Absent: Klein, Krajecki

h. Planning/Zoning- No report

Happy Holidays to Everyone!!!

EXECUTIVE SESSION:

Trustee Reid moved, to adjourn to executive session to Purchase/Lease of Real Property under Section 2 (c) 5 of the Open Meetings Act, at 7:40 p.m.

Seconded by Trustee Robinson  
Motion carried by roll call vote  
Ayes: Koth, Kraus, Reid, and Robinson  
Nays: None  
Absent: Klein, Krajecki

The Village Board reconvened at 7:49 PM

Loves Travel Stop public hearing will be on January 4, 2018 Village Board Agenda

ADJOURNMENT:

Trustee Koth moved to adjourn the Village Board meeting at 7:55 p.m.

Seconded by Trustee Reid  
Motion carried by voice vote  
Ayes: All  
Nays: None  
Absent: Klein, Krajecki

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Linda Vasquez Village Clerk

No. 18 -

**AN ORDINANCE  
AUTHORIZING THE EXECUTION OF  
A CERTAIN ANNEXATION AGREEMENT  
(Loves Development)**

WHEREAS, a written petition, signed by the legal owners of record of all of the land within the territory hereinafter described, has been filed with the Clerk of the Village of Hampshire, Kane County, Illinois requesting that the Village agree to execute a certain Annexation Agreement for the annexation of certain territory described therein; and

WHEREAS, said Annexation Agreement pertains in part to the following described property, which has been previously annexed to the Village:

See Attached Exhibit "A "

WHEREAS, the Owners of said property are ready, willing and able to enter into said Annexation Agreement and perform the obligations required thereunder; and

WHEREAS, pursuant to notice published in the Daily Herald newspaper on December 18, 2017, a public hearing concerning the proposed Annexation Agreement was conducted before the Village Board of Trustees on January 4, 2018, and the statutory requirements provided in Section 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, have been fully met; and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village to enter into said Annexation Agreement.

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 President shall be and is hereby authorized and directed to sign, and the Village Clerk is authorized and directed to attest, a document entitled "Annexation Agreement, by and among the following parties: Evelyn Bicknese, Lorraine Lenschow, Marilyn Kunde, Arlene Bickelhaupt, Roger Henning, the Dale E. and Jacqueline Melms Trust, Gin Family Partnership, LLC, an Illinois Limited Liability Company and Love's Travel Stops & Country Stores, Inc., an Oklahoma Corporation (Owners / Developer) and the Village of Hampshire, regarding certain property located at Us Highway 20 and the I-90 on/off ramp, as legally described on Exhibit "A" and in said document; and said Annexation Agreement is attached hereto and made a part hereof by this reference.

Section 2. Any and all ordinances, resolutions, motions, or parts thereof, in

conflict with this Ordinance, are to the extent of such conflict hereby superseded and waived.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS 4<sup>th</sup> DAY OF JANUARY, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED THIS 4<sup>th</sup> DAY OF JANUARY, 2018.

\_\_\_\_\_  
Jeffrey Magnussen  
Village President

ATTEST:

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



## EXHIBIT "A"

### LEGAL DESCRIPTION

i) To be classified in the Highway Commercial Zoning District, the following legally described portion of the Subject Property (a portion of the Love's Property):

Situate in the West ½ of the Southeast ¼ of Section 3, lying north of the North Line of the Right Of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found Right-Of-Way monument of Toll Road I-90, thence along a line the following eight (8) courses: South 21°54'31" West, a distance of 848.58 feet to a point, South 89°58'14" West, a distance of 443.75 feet to a point, South 00°13'20" East, a distance of 265.41 feet to a point, North 84°06'18" West, a distance of 268.83 feet to a point, North 68°46'27" West, a distance of 33.55 feet to a point, North 00°00'00" West, a distance of 1545.75 feet to a point, North 89°58'15" East, a distance of 776.18 feet to a point, South 37°03'24" East, a distance of 398.24 feet to a point, thence South 11°00'49" East, a distance of 219.20 feet to the Point of Beginning.

Containing 29.63 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of Section 3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008

Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

ii) To be classified in the Highway Commercial Zoning District, the following legally described portion of the Subject Property (the Roadway Parcel):

That part of the North half of the Northeast Quarter of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at a iron pipe found at the southeast corner of the Northeast Quarter of said section per Document Number 95K18749; thence North 00 degrees 37 minutes 09 seconds West along the East line the said Northeast Quarter, a distance of 1338.40 feet; thence South 89 degrees 55 minutes 22 seconds West along the South line of the North half of said Northeast Quarter, a distance of 1407.96 feet to the Point of Beginning; thence continuing South 89 degrees 55 minutes 22 seconds West along said line, 110.12 feet; thence North 44 degrees 59 minutes 10 seconds East, 42.71 feet; thence North 00 degrees 00 minutes 00 seconds West, 170.60 feet; thence northeasterly 288.02 feet along a curve to the right having a radius of 333.00 feet (chord bears North 24 degrees 46 minutes 41 seconds East, 279.12 feet); thence North 49 degrees 33 minutes 22 seconds East, 82.97 feet; thence North 08 degrees 41 minutes 58 seconds East, 86.77 feet to a point on the southwesterly line of Route 20 per Document Number 153188; thence South 40 degrees 26 minutes 24 seconds East along said line, 146.53 feet; thence South 70 degrees 34 minutes 18 seconds West, 66.28 feet; thence South 49 degrees 33 minutes 22 seconds West, 86.71 feet; thence southwesterly 230.93 feet along a curve to the left having a radius of 267.00 feet (chord bears South 24 degrees 46 minutes 41 seconds West, 223.80 feet); thence South 00 degrees 00 minutes 00 seconds East, 177.89

feet; thence South 31 degrees 27 minutes 05 seconds East, 26.69 feet to the Point of Beginning, containing 43,392 square feet, in Kane County, Illinois.

PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

iii) To be classified in the Highway Commercial Zoning District, the following legally described portion of the Subject Property (the Parcel 4-Triangle Parcel):

That part of the North Half of the Northeast Quarter of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at a iron pipe found at the southeast corner of the Northeast Quarter of said section per Document Number 95K018749; thence North 00 degrees 37 minutes 09 seconds West along the East line the said Northeast Quarter, a distance of 1338.40 feet; thence South 89 degrees 55 minutes 22 seconds West along the South line of the North half of said Northeast Quarter, a distance of 842.59 feet to a point on the southwesterly line of route 20 per document number 827853 also being the Point of Beginning; thence continuing South 89 degrees 55 minutes 22 seconds West along said line, 565.37 feet; thence North 31 degrees 27 minutes 05 seconds West, 26.69 feet; thence North 00 degrees 00 minutes 00 seconds East, 177.89 feet; thence northeasterly 230.93 feet along a curve to the right having a radius of 267.00 feet (chord bears North 24 degrees 46 minutes 41 seconds East, 223.80 feet); thence North 49 degrees 33 minutes 22 seconds East, 86.71 feet; thence North 70 degrees 34 minutes 18 seconds East, 66.28 feet to a point on the southwesterly line of route 20 per document number 153188; thence South 40 degrees 26 minutes 24 seconds East along said line, 26.17 feet; thence South 49 degrees 33 minutes 36 seconds West, 20.00 feet to the southwesterly line of route 20 per document number 827853; thence South 40 degrees 26 minutes 24 seconds East along said line, 75.00 feet; thence South 38 degrees 04 minutes 18 seconds East along said line, 497.21 feet to the Point of Beginning, containing 171,418 square feet, in Kane County, Illinois.

PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

iv) To be classified in the M-1 Restricted Industrial Zoning District, the following legally described portion of the Subject Property (a portion of the Love's Property):

Situate in the West ½ of the Southeast ¼ of Section 3, lying north of the North Line of the Right of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found iron rod at the intersection of northerly Right-Of-Way line of Toll Road I-90, and the westerly line of Section 3; thence along a line the following four (4) courses: North 00°16'56" West, a distance of 82.85 feet to a point, North 89°58'15" East, a distance of 3669.85 feet to a point, South 00°00'00" East, a distance of 1545.75 feet to a point, North 68°46'27" West, a distance of 622.12 feet to a point, thence North 68°11'56" West, a distance of 3327.51 feet to the Point of Beginning.

Containing 68.83 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of Section 3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008

Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois

No. 18 –

**AN ORDINANCE  
ANNEXING CERTAIN TERRITORY TO  
THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS  
(Loves Development)**

WHEREAS, a written petition, signed by the legal owners of record of all the land within the territory hereinafter described, has been filed with the Clerk of the Village of Hampshire, Kane County, Illinois, requesting that said territory be annexed to the Village of Hampshire; and

WHEREAS, there are no Electors residing within said territory; and

WHEREAS, said territory is not now within the corporate limits of any municipality, but is contiguous to the Village of Hampshire; and

WHEREAS, the legal owners of record of said territory have entered into a valid and binding Annexation Agreement relating to such territory (the "Annexation Agreement"); and

WHEREAS, a public hearing in regard to said Annexation Agreement was conducted by the Village Board of Trustees commencing on January 4, 2018, pursuant to notice published in the Daily Herald newspaper on December 18, 2018; and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Hampshire that said territory be annexed to the Village.

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 following described territory, being indicated on an accurate map of the annexed territory, which map is appended to and made a part of this Ordinance, together with any adjacent highways or publicly dedicated streets not previously annexed to the Village of Hampshire, shall be and is hereby annexed to the Village of Hampshire, Kane County, Illinois:

See Attached Exhibit "A"

Section 2. The Village Clerk is hereby directed to record with the Office of the Recorder of Kane County, and to file with the County Clerk, a certified copy of this Ordinance, together with an accurate map of the territory annexed, as appended to this Ordinance.

Section 3. The Village Clerk is hereby authorized and directed to give notice, by certified or registered mail of the annexation of the within described territory to the election authorities having jurisdiction over the territory herein annexed, within thirty (30) days of the annexation of the within described territory.

Section 4. All ordinances, resolutions or motions, or portions thereof in conflict with the provisions of this Ordinance, shall be and are to the extent of such conflict hereby superseded and waived.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS 4<sup>th</sup> DAY OF JANUARY, 2018, pursuant to roll call vote as follows:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

APPROVED THIS 4<sup>th</sup> DAY OF JANUARY, 2018.

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

ATTEST:

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

## EXHIBIT "A"

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Containing 29.63 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of Section 3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008

Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

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feet; thence South 31 degrees 27 minutes 05 seconds East, 26.69 feet to the Point of Beginning, containing 43,392 square feet, in Kane County, Illinois.

PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

iii) To be classified in the Highway Commercial Zoning District, the following legally described portion of the Subject Property (the Parcel 4-Triangle Parcel):

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PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

iv) To be classified in the M-1 Restricted Industrial Zoning District, the following legally described portion of the Subject Property (a portion of the Love's Property):

Situate in the West ½ of the Southeast ¼ of Section 3, lying north of the North Line of the Right of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found iron rod at the intersection of northerly Right-Of-Way line of Toll Road I-90, and the westerly line of Section 3; thence along a line the following four (4) courses: North 00°16'56" West, a distance of 82.85 feet to a point, North 89°58'15" East, a distance of 3669.85 feet to a point, South 00°00'00" East, a distance of 1545.75 feet to a point, North 68°46'27" West, a distance of 622.12 feet to a point, thence North 68°11'56" West, a distance of 3327.51 feet to the Point of Beginning.

Containing 68.83 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest  $\frac{1}{4}$  of Section 3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008

Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois



No. 18 -

**AN ORDINANCE  
ZONING CERTAIN LAND NEWLY ANNEXED TO THE VILLAGE IN PART  
IN THE HC HIGHWAY COMMERCIAL ZONING DISTRICT AND IN PART  
IN THE M-1 RESTRICTED INDUSTRIAL ZONING DISTRICT IN THE VILLAGE  
(Loves Development)**

WHEREAS, the territory described in Exhibit "A" attached to this Ordinance has been recently annexed to the Village of Hampshire pursuant to the terms of Ordinance No. 18 - 2; and

WHEREAS, the prospective purchaser, Loves Travel Stops and Country Stores, Inc., with the consent of the various Owners of said territory, has heretofore filed with the Village a Land Development Application requesting that the Subject Property be classified upon its annexation to the Village in part in the HC Highway Commercial Zoning District and in part in the M-1 Restricted Industrial Zoning District in the Village; and

WHEREAS, said territory is also the subject of an Annexation Agreement between the Owners and the Village which provides by its terms that the Village will classify the territory in part in the HC Highway Commercial Zoning District and in part in the M-1 Restricted Industrial Zoning District; and

WHEREAS, a public hearing regarding this request for zoning was conducted before the Hampshire Zoning Board of Appeals on August 30, 2016, pursuant to Notice published in the Daily Herald newspaper on August 12, 2016, and pursuant to notice duly posted on the property; and

WHEREAS, the Zoning Board of Appeals at its meeting held on August 30, 2016, at the conclusion of the public hearing, and after review and deliberation, reached certain Findings of Fact and made a recommendation to the Village Board of Trustees that the zoning amendment, to classify the property in part in the HC Highway Commercial Zoning District and in part in the M-1 Restricted Industrial Zoning District be approved; and

WHEREAS, the Corporate Authorities have reviewed the Application, the Findings of Fact and Recommendation of the Zoning Board of Appeals, and the testimony and evidence presented at the public hearing; and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village that said Petition for Map Amendment be approved for the Subject Property.

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 following legally described property shall be and is hereby classified in the HC Highway Commercial Zoning District in the Village:

See Attached Legal Description  
Exhibit "B"

Section 2: The following legally described property shall be and is hereby classified in the M-1 Restricted Industrial Zoning District Zoning District in the Village:

See Attached Legal Description  
Exhibit "C"

Section 3. The Village Clerk shall be and is hereby authorized to note upon the official zoning map of the Village the grant of zoning made by this Ordinance.

Section 4: All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded and waived.

Section 5: This Ordinance shall be in full force and effect upon passage and approval as provided by law.

ADOPTED THIS 4<sup>th</sup> DAY OF JANUARY, 2018.

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

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

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

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

APPROVED THIS 4<sup>th</sup> DAY OF JANUARY, 2018.

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

ATTEST:

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

## EXHIBIT "A"

### Legal Description of Territory to be Annexed

#### Parcel 1:

Situate in the West ½ of the Southeast ¼ of Section 3, lying north of the North Line of the Right Of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found Right-Of-Way monument of Toll Road I-90, thence along a line the following eight (8) courses: South 21°54'31" West, a distance of 848.58 feet to a point, South 89°58'14" West, a distance of 443.75 feet to a point, South 00°13'20" East, a distance of 265.41 feet to a point, North 84°06'18" West, a distance of 268.83 feet to a point, North 68°46'27" West, a distance of 33.55 feet to a point, North 00°00'00" West, a distance of 1545.75 feet to a point, North 89°58'15" East, a distance of 776.18 feet to a point, South 37°03'24" East, a distance of 398.24 feet to a point, thence South 11°00'49" East, a distance of 219.20 feet to the Point of Beginning.

Containing 29.63 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of Section 3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

#### Parcel 2:

That part of the North half of the Northeast Quarter of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at a iron pipe found at the southeast corner of the Northeast Quarter of said section per Document Number 95K18749; thence North 00 degrees 37 minutes 09 seconds West along the East line the said Northeast Quarter, a distance of 1338.40 feet; thence South 89 degrees 55 minutes 22 seconds West along the South line of the North half of said Northeast Quarter, a distance of 1407.96 feet to the Point of Beginning; thence continuing South 89 degrees 55 minutes 22 seconds West along said line, 110.12 feet; thence North 44 degrees 59 minutes 10 seconds East, 42.71 feet; thence North 00 degrees 00 minutes 00 seconds West, 170.60 feet; thence northeasterly 288.02 feet along a curve to the right having a radius of 333.00 feet (chord bears North 24 degrees 46 minutes 41 seconds East, 279.12 feet); thence North 49 degrees 33 minutes 22 seconds East, 82.97 feet; thence North 08 degrees 41 minutes 58 seconds East, 86.77 feet to a point on the southwesterly line of Route 20 per Document Number 153188; thence South 40 degrees 26 minutes 24 seconds East along said line, 146.53 feet; thence South 70 degrees 34 minutes 18 seconds West, 66.28 feet; thence South 49 degrees 33 minutes 22 seconds West, 86.71 feet; thence southwesterly 230.93 feet along a curve to the left having a radius of 267.00 feet (chord bears South 24 degrees 46 minutes 41 seconds West, 223.80 feet); thence South 00 degrees 00 minutes 00 seconds East, 177.89 feet; thence South 31 degrees 27 minutes 05 seconds East, 26.69 feet to the Point of Beginning, containing 43,392 square feet, in Kane County, Illinois.

PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

Parcel 3:

That part of the North Half of the Northeast Quarter of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at a iron pipe found at the southeast corner of the Northeast Quarter of said section per Document Number 95K018749; thence North 00 degrees 37 minutes 09 seconds West along the East line the said Northeast Quarter, a distance of 1338.40 feet; thence South 89 degrees 55 minutes 22 seconds West along the South line of the North half of said Northeast Quarter, a distance of 842.59 feet to a point on the southwesterly line of route 20 per document number 827853 also being the Point of Beginning; thence continuing South 89 degrees 55 minutes 22 seconds West along said line, 565.37 feet; thence North 31 degrees 27 minutes 05 seconds West, 26.69 feet; thence North 00 degrees 00 minutes 00 seconds East, 177.89 feet; thence northeasterly 230.93 feet along a curve to the right having a radius of 267.00 feet (chord bears North 24 degrees 46 minutes 41 seconds East, 223.80 feet); thence North 49 degrees 33 minutes 22 seconds East, 86.71 feet; thence North 70 degrees 34 minutes 18 seconds East, 66.28 feet to a point on the southwesterly line of route 20 per document number 153188; thence South 40 degrees 26 minutes 24 seconds East along said line, 26.17 feet; thence South 49 degrees 33 minutes 36 seconds West, 20.00 feet to the southwesterly line of route 20 per document number 827853; thence South 40 degrees 26 minutes 24 seconds East along said line, 75.00 feet; thence South 38 degrees 04 minutes 18 seconds East along said line, 497.21 feet to the Point of Beginning, containing 171,418 square feet, in Kane County, Illinois.

PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

Parcel 4:

Situate in the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 3, lying north of the North Line of the Right of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found iron rod at the intersection of northerly Right-Of-Way line of Toll Road I-90, and the westerly line of Section 3; thence along a line the following four (4) courses: North  $00^{\circ}16'56''$  West, a distance of 82.85 feet to a point, North  $89^{\circ}58'15''$  East, a distance of 3669.85 feet to a point, South  $00^{\circ}00'00''$  East, a distance of 1545.75 feet to a point, North  $68^{\circ}46'27''$  West, a distance of 622.12 feet to a point, thence North  $68^{\circ}11'56''$  West, a distance of 3327.51 feet to the Point of Beginning.

Containing 68.83 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest  $\frac{1}{4}$  of Section 3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois

## EXHIBIT B

### Legal Description of Property to be Classified in the HC Highway Commercial Zoning District

#### Parcel 1:

Situate in the West ½ of the Southeast ¼ of Section 3, lying north of the North Line of the Right Of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found Right-Of-Way monument of Toll Road I-90, thence along a line the following eight (8) courses: South 21°54'31" West, a distance of 848.58 feet to a point, South 89°58'14" West, a distance of 443.75 feet to a point, South 00°13'20" East, a distance of 265.41 feet to a point, North 84°06'18" West, a distance of 268.83 feet to a point, North 68°46'27" West, a distance of 33.55 feet to a point, North 00°00'00" West, a distance of 1545.75 feet to a point, North 89°58'15" East, a distance of 776.18 feet to a point, South 37°03'24" East, a distance of 398.24 feet to a point, thence South 11°00'49" East, a distance of 219.20 feet to the Point of Beginning.

Containing 29.63 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of Section 3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

#### Parcel 2:

That part of the North half of the Northeast Quarter of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at a iron pipe found at the southeast corner of the Northeast Quarter of said section per Document Number 95K18749; thence North 00 degrees 37 minutes 09 seconds West along the East line the said Northeast Quarter, a distance of 1338.40 feet; thence South 89 degrees 55 minutes 22 seconds West along the South line of the North half of said Northeast Quarter, a distance of 1407.96 feet to the Point of Beginning; thence continuing South 89 degrees 55 minutes 22 seconds West along said line, 110.12 feet; thence North 44 degrees 59 minutes 10 seconds East, 42.71 feet; thence North 00 degrees 00 minutes 00 seconds West, 170.60 feet; thence northeasterly 288.02 feet along a curve to the right having a radius of 333.00 feet (chord bears North 24 degrees 46 minutes 41 seconds East, 279.12 feet); thence North 49 degrees 33 minutes 22 seconds East, 82.97 feet; thence North 08 degrees 41 minutes 58 seconds East, 86.77 feet to a point on the southwesterly line of Route 20 per Document Number 153188; thence South 40 degrees 26 minutes 24 seconds East along said line, 146.53 feet; thence South 70 degrees 34 minutes 18 seconds West, 66.28 feet; thence South 49 degrees 33 minutes 22 seconds West, 86.71 feet; thence southwesterly 230.93 feet along a curve to the left having a radius of 267.00 feet (chord bears South 24 degrees 46 minutes 41 seconds West, 223.80 feet); thence South 00 degrees 00 minutes 00 seconds East, 177.89 feet; thence South 31 degrees 27 minutes 05 seconds East, 26.69 feet to the Point of Beginning, containing 43,392 square feet, in Kane County, Illinois.

PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

Parcel 3:

That part of the North Half of the Northeast Quarter of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at a iron pipe found at the southeast corner of the Northeast Quarter of said section per Document Number 95K018749; thence North 00 degrees 37 minutes 09 seconds West along the East line the said Northeast Quarter, a distance of 1338.40 feet; thence South 89 degrees 55 minutes 22 seconds West along the South line of the North half of said Northeast Quarter, a distance of 842.59 feet to a point on the southwesterly line of route 20 per document number 827853 also being the Point of Beginning; thence continuing South 89 degrees 55 minutes 22 seconds West along said line, 565.37 feet; thence North 31 degrees 27 minutes 05 seconds West, 26.69 feet; thence North 00 degrees 00 minutes 00 seconds East, 177.89 feet; thence northeasterly 230.93 feet along a curve to the right having a radius of 267.00 feet (chord bears North 24 degrees 46 minutes 41 seconds East, 223.80 feet); thence North 49 degrees 33 minutes 22 seconds East, 86.71 feet; thence North 70 degrees 34 minutes 18 seconds East, 66.28 feet to a point on the southwesterly line of route 20 per document number 153188; thence South 40 degrees 26 minutes 24 seconds East along said line, 26.17 feet; thence South 49 degrees 33 minutes 36 seconds West, 20.00 feet to the southwesterly line of route 20 per document number 827853; thence South 40 degrees 26 minutes 24 seconds East along said line, 75.00 feet; thence South 38 degrees 04 minutes 18 seconds East along said line, 497.21 feet to the Point of Beginning, containing 171,418 square feet, in Kane County, Illinois.

PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

EXHIBIT "C"

**Legal Description of Property  
to be Classified in the M-1 Restricted Industrial Zoning District:**

Parcel 4:

Situate in the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 3, lying north of the North Line of the Right of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found iron rod at the intersection of northerly Right-Of-Way line of Toll Road I-90, and the westerly line of Section 3; thence along a line the following four (4) courses: North  $00^{\circ}16'56''$  West, a distance of 82.85 feet to a point, North  $89^{\circ}58'15''$  East, a distance of 3669.85 feet to a point, South  $00^{\circ}00'00''$  East, a distance of 1545.75 feet to a point, North  $68^{\circ}46'27''$  West, a distance of 622.12 feet to a point, Thence North  $68^{\circ}11'56''$  West, a distance of 3327.51 feet to the Point of Beginning.

Containing 68.83 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest  $\frac{1}{4}$  of Section 3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008

Common Address: SW Corner of US Highway 20 and I-90 Ramps, Hampshire, Illinois

**No. 18 -**

**AN ORDINANCE  
GRANTING A SPECIAL USE TO ALLOW FOR AN AUTOMOBILE /  
TRUCK STOP ON CERTAIN PROPERTY LOCATED IN THE HC  
HIGHWAY COMMERCIAL ZONING DISTRICT IN THE VILLAGE  
(Loves Development)**

WHEREAS, Loves Travel Stops and Country Stores, Inc., as prospective purchaser and with the consent of the Owners of certain property located at US Highway 20 and the I-90 on/off ramp filed with the Village Clerk a Petition for a Special Use in the HC Highway Commercial Zoning District, to allow for construction and operation of an automobile service station, including retail gasoline sales, and for an automobile/truck stop at that location, as more particularly described in said Petition; and

WHEREAS, the property which would be subject to such special use is legally described as set forth on the attached Exhibit "A"; and

WHEREAS, a public hearing regarding this request for special use was conducted by the Hampshire Zoning Board of Appeals on August 30, 2016, pursuant to Notice published in the Daily Herald newspaper on August 12, 2016; and

WHEREAS, following consideration of the Petition, the testimony of the Petitioner together with the other evidence presented at the public hearing, the recommendation of the Plan Commission, and the appropriate standards for special use, the Zoning Board of Appeals recommended to the Village Board that the special use be approved, and forwarded to the Board of Trustees its written Findings of Fact and Recommendation regarding same; and

WHEREAS, the Village may establish such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use as are deemed necessary for the protection of the public health, safety, and welfare, and to secure compliance with the standards and requirements specified herein; and

WHEREAS, the Board of Trustees, after reviewing the Petition, the proceedings at the public hearing, the recommendation of the Plan Commission, the standards for special use prescribed by law and by the Village Code, and the Findings of Fact and Recommendation of the Zoning Board of Appeals, finds that the standards for special use have been met in this case, and deems it to be in the best interests of the Village that said petition be approved, and a special use permit be granted, subject to certain conditions.

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



Section 1. A special use to allow for construction and operation of an automobile service station, including retail gasoline sales, and for an automobile/truck stop, as described in the Petition for Special Use, for certain property as legally described on the attached Exhibit "A," and classified in the HC Highway Commercial Zoning District in the Village, shall be and hereby is permitted and granted pursuant to the Hampshire Municipal Code, Section 6-8-7(D) and Sec. 6-14-3(H).

Section 2. Said special use shall be subject to the following condition(s):

- a. The Owner shall substantially comply with the Development Application and attached drawings and materials.
- b. The special use described in this Ordinance shall expire if construction of the special use has not commenced thereon within twelve months of the date of passage of this Ordinance.
- c. Owner shall apply for and obtain an appropriate building permit from the Village before commencing work on said construction; and apply for and obtain an appropriate occupancy permit before occupying the property.
- d. Owner shall in the design and operation of the facility at all times comply with all applicable codes, ordinances, and regulations, specifically including but not limited to all applicable regulations of the IEPA.

Section 3. Any and all ordinances, resolutions and orders, or parts thereof, which are in conflict with the provisions of this Ordinance, to the extent of any such conflict, hereby superseded and waived.

Section 4. 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 portions of this Ordinance.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS 4<sup>th</sup> DAY OF JANUARY, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED THIS 4<sup>th</sup> DAY OF JANUARY, 2018.

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

ATTEST:

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

**EXHIBIT "A"**

LEGAL DESCRIPTION OF SPECIAL USE PARCEL

That portion of the Love's Property legally described as follows:

Situate in the West ½ of the Southeast ¼ of Section 3, lying north of the North Line of the Right Of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found Right-Of-Way monument of Toll Road I-90, thence along a line the following eight (8) courses: South 21°54'31" West, a distance of 848.58 feet to a point, South 89°58'14" West, a distance of 443.75 feet to a point, South 00°13'20" East, a distance of 265.41 feet to a point, North 84°06'18" West, a distance of 268.83 feet to a point, North 68°46'27" West, a distance of 33.55 feet to a point, North 00°00'00" West, a distance of 1545.75 feet to a point, North 89°58'15" East, a distance of 776.18 feet to a point, South 37°03'24" East, a distance of 398.24 feet to a point, thence South 11°00'49" East, a distance of 219.20 feet to the Point of Beginning.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008

Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

No. 18 -

**AN ORDINANCE  
VARYING THE COMMUNITY GRAPHICS REQUIREMENTS  
FOR CERTAIN PROPERTY ADJACENT TO US HIGHWAY 20  
AND THE I-90 ON/OFF RAMP AND TO BE DEVELOPED FOR USE  
AS AN AUTOMOBILE /TRUCK STOP FACILITY  
(Loves Development)**

WHEREAS, the prospective purchaser of certain territory located at US Highway 20 and the I-90 on/off ramp has petitioned the Village for variation of certain provisions of the Community Graphics Regulations of the Hampshire Municipal Code in support of its plan to develop the Subject Property for an automobile service station, including retail gasoline sales, and for an automobile/truck stop at that location; and

WHEREAS, the Subject Property is legally described as set forth on the attached Exhibit "A"; and

WHEREAS, said application for variations was considered by the Village Zoning Board of Appeals at its meeting held on April 11, 2016; and

WHEREAS, after considering the merits of the application at said meeting, the Zoning Board of Appeals recommended approval of the Petition for Variations; and

WHEREAS, the Corporate Authorities of the Village consider it to be in the best interests of the Village that said variations be granted.

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 petition of Loves Truck Stops and Country Stores, LLC for a variation of the Community Graphics Regulations of the Village, for the property located adjacent to US Highway 20 and the I-90 on-off ramp and to be developed in the HC Highway Commercial Zoning District an automobile service station, including retail gasoline sales, and for an automobile/truck stop, shall be and is granted, pursuant to the Hampshire Municipal Code, §6-12-14(A)(3), as follows:

- a) A variation of Section 6-12-4(B) for wall signs to be installed as follows:
  - i) On all four (4) sides of the proposed Travel Center Building
  - ii) On two (2) sides of the proposed Tire Center Building
  - iii) On two (2) sides of the gasoline/diesel canopies (as inlaid decals of 23.39 square feet in area)

b) A variation of the requirements of Section 6-12-4(C) for freestanding signs to be installed as follows:

- i) One additional freestanding sign to be installed at the Cat Scale / Alignment Guide (as the 3<sup>rd</sup> free-standing sign on the premises)
- ii) One "hi-rise" pole sign, not greater than 100' in height.
- iii) One OAH street sign, not greater than 25' in height and not greater than 133.33 square feet in area
- iv) One directional sign not greater than 8' in height, and not greater than 32' square feet in area.

Section 2. Any and all ordinances, resolutions, motions, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded and waived.

Section 3. If any section, sentence, subdivision, or phrase of this Ordinance shall be held to be void, invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED THIS 4<sup>th</sup> DAY OF JANUARY, 2018, pursuant to roll call vote as follows:

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

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

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

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

APPROVED THIS 4<sup>th</sup> DAY OF JANUARY, 2018.

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

ATTEST:

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



EXHIBIT "A"

LEGAL DESCRIPTION OF SPECIAL USE PARCEL

That portion of the Love's Property legally described as follows:

Situate in the West ½ of the Southeast ¼ of Section 3, lying north of the North Line of the Right Of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found Right-Of-Way monument of Toll Road I-90, thence along a line the following eight (8) courses: South 21°54'31" West, a distance of 848.58 feet to a point, South 89°58'14" West, a distance of 443.75 feet to a point, South 00°13'20" East, a distance of 265.41 feet to a point, North 84°06'18" West, a distance of 268.83 feet to a point, North 68°46'27" West, a distance of 33.55 feet to a point, North 00°00'00" West, a distance of 1545.75 feet to a point, North 89°58'15" East, a distance of 776.18 feet to a point, South 37°03'24" East, a distance of 398.24 feet to a point, thence South 11°00'49" East, a distance of 219.20 feet to the Point of Beginning.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008

Common Address: SW Corner of US Highway 20 and I-90 Ramp, Hampshire, Illinois.

No. 18 -

**A RESOLUTION  
APPROVING THE PRELIMINARY PLAN FOR SUBDIVISION FOR A PROPOSED  
DEVELOPMENT OF LAND ADJACENT TO US HIGHWAY 20 AND THE IL-90  
ON/OFF RAMP BY LOVES TRAVEL STOPS AND COUNTRY STORES, INC.  
(Loves Development)**

WHEREAS, Loves has filed with the Village its application for approval of a Preliminary Plan for Subdivision for a proposed development of land located adjacent to US Highway 20 and the I-90 on/off ramp, including therewith engineering plans for the proposed development, pursuant to the requirements of the Hampshire Municipal Code, §7-2-3; and

WHEREAS, said Preliminary Plan for Subdivision has been reviewed by the Village Engineer; and

WHEREAS, the Plan Commission at a special meeting held on August 29, 2016, reviewed the Preliminary Plan for Subdivision, including certain engineering plans, and recommended approval of the Preliminary Plan subject to certain conditions; and

WHEREAS, the Corporate Authorities have reviewed the recommendation of the Plan Commission, the comments of the Village Engineer, and the Preliminary Plan, together with the pertinent engineering plans; and

WHEREAS, the Corporate Authorities find that the Preliminary Plan for Subdivision presents a good and acceptable plan for development of the property in question.

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 Preliminary Plan for Subdivision for the proposed development of certain land adjacent to US Highway 20 and the I-90 on/off ramp, by Loves Travel Stops and Country Stores, Inc., including the Civil Engineering Plans, prepared by CESO, dated/last revised December 21, 2017; the Landscape Plan prepared by Edge Planning and Landscape Architecture, dated February 28, 2017; and the Final [sic] Plat of Subdivision prepared by W-T Land Surveying, Inc., dated December 6, 2017, shall be and hereby are approved.

Section 2. The Village President shall be and is authorized to execute, and the Village Clerk to attest, a Preliminary Plat of Subdivision for the Subject Property, substantially in the form of the plat identified above, on behalf of the Village.

Section 3. Submission and approval of a final plan for subdivision, together with final engineering plans and a final landscape plan, shall be and are subject to the



comments and conditions contained in the letter of the Village Engineer, Engineering Enterprises, Inc. dated January 2, 2018, and shall include an appropriate landscape plan.

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

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

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

ADOPTED THIS 4<sup>th</sup> DAY OF JANUARY, 2018.

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

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

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

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

APPROVED THIS 4<sup>th</sup> DAY OF JANUARY, 2018.

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

ATTEST:

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



January 2, 2018

Mr. Jeff Magnussen  
Village President  
234 S. State Street  
P.O. Box 457  
Hampshire, IL 60140-0457

**Re: Love's Travel Stop  
Final Engineering Plan Review – 3<sup>rd</sup> Submittal  
Village of Hampshire, Kane County, Illinois**

Mr. Magnussen:

We are in receipt of the following items for the above referenced project:

- Comment Response Letter PRI dated December 4, 2017 prepared by CESO, Inc.
- Civil Engineering Plans dated December 21, 2017 prepared by CESO, Inc.
- IDNR Floodplain Concurrence dated November 15, 2017
- Lot 2 Preliminary Plan dated October 25, 2017 prepared by CESO, Inc.
- Hampshire Site Development Permit Application dated December 13, 2017 prepared by CESO, Inc.
- Final Plat dated December 6, 2017 prepared by W-T Land Surveying, Inc.
- Roadway Improvements, revised and undated, prepared by CESO, Inc.
- Photometric Plan, undated, prepared by HFA. Ltd.
- NPDES permit received October 20, 2017 prepared by CESO, Inc.
- Public Road A Pipe Calculation prepared by CESO, Inc.
- Public Road A Culvert Drainage Area prepared by CESO, Inc.
- IDOT Review Comments dated October 3, 2017
- IDOT plan markups
- IEPA Schedule A/B Permit Application prepared by CESO, Inc.
- IEPA Schedule F Permit Application prepared by CESO, Inc.
- IEPA WPC-PS-1 Permit Application prepared by CESO, Inc.

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s

review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

**General**

1. A Preliminary Utility Plan for the entire subdivision was provided. The utilities currently shown on the Improvement Plans for the Love's Travel Stop are acceptable.

At this time, we are recommending that prior to development of the remainder of the Love's property, that a regional plan be developed that would detail how the area north of I-90 would be best served by a sanitary sewer collection system. We believe that at least one, perhaps two lift stations can be eliminated by taking a more regional approach.

2. We have reviewed the IEPA permit applications for the water main and sanitary construction including the revised IEPA applications for sanitary sewer construction included in this submittal. We will review and send mark-ups of these applications to the Engineer. They should be revised as necessary and then submitted to my office for final review and Village signature.
3. A permit will be required from IDOT to perform the roadway and utility work within US Route 20 right-of-way. EEI should be copied on all correspondence with IDOT. Their review comments should be provided to us upon receipt.
4. It appears as though the planned utilities will cross Tollway property. CESO, Inc. understands that a permit may be required from the Tollway and that EEI should be copied on all correspondence with the Tollway. Their review comments should be provided to us upon receipt.
5. Comments from Planning Resources, Inc. regarding wetlands and landscaping will be provided under separate cover.
6. We have reviewed the lighting/photometric plan. There are areas in the center of the parking lot that fall below the recommended 1.0 lumens. Also, additional information needs to be provided for the light fixtures, poles and foundations including mounting heights.
7. EEI understands that a final cost estimate will be provided upon approval of the civil and roadway plans. The cost estimate will need to include all public utilities and stormwater and erosion control items in accordance with Village ordinances. This will be needed to establish the performance guarantee amount.
8. EEI understands that the plans will be signed and sealed by an Illinois Registered Professional Engineer and submitted to the Village of Hampshire once the plans have been reviewed and approved with no additional comments.
9. EEI understands that CESO will be working with the Village to obtain confirmation of the

acceptability of the locations for the 5' Chain-Link Fence and 6' Wood Fence.

**This should be reviewed and approved by the Village Board.**

10. EEI understands that the creation of the back-up SSA will be handled by Love's Travel Stops & Country Stores, Inc. prior to the commencement of construction as required by the storm water ordinance.

#### **Storm Water Drainage Technical Report**

11. We find the HEC-RAS model floodplain calculations to be generally acceptable. Submittals with appropriate documentation and exhibits need to be prepared and submitted to IDNR and FEMA for a letter of map revision for the floodplain on the property.

#### **Roadway Improvement Plans**

12. The locations of street lights and wiring need to be shown on the Roadway Improvements. The street light notes and details are still under revision by the Village and will be provided later.

#### **Improvement Plans**

13. Watermain protection callouts should be provided for all watermain utility conflicts on the Utility Plan sheets. Watermain protection details need to be provided as well.
14. A watermain pressure connection detail needs to be provided and called out for the connection of the proposed 12" watermain off the existing 12" watermain running parallel to US Route 20. We will provide the detail to the design engineer.
15. Utility Plan sheets need to show how Lot 2 will be serviced by utilities.

#### **Final Plat**

16. Not all of the approved certificates have been used. The incorrect certificates should be replaced.
17. The Plat Officer certificate should be removed.
18. The legal description is missing L3.
19. Easements (VUE and PUE) are required around the perimeter of Lot 1 and on both sides of any dedicated street. If easements outside of the Love's property are difficult to obtain, then they should be provided only on Love's for now.
20. As to the ponds, we need the storm water easements over the basins in place to be in compliance with the storm water ordinance for the Love's construction. They would have to be dedicated by a separate easement document and recorded prior to the

Mr. Magnussen  
January 2, 2018  
Page 4

Village signing the final plat.

21. Love's would not need to put the remainder of the floodplain into an easement to get a construction permit. That may complicate matters regarding filling later.

The plans and final plat should be revised and resubmitted for further review. If you have any questions or require additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.  
Vice President

BPS/nls  
Enclosure

pc: Linda Vasquez, Village Clerk (Via e-mail)  
Lori Lyons, Finance Director (Via e-mail)  
Mark Schuster, Village Attorney (Via e-mail)  
Chad Bruner, Love's (Via e-mail)  
Nicholas R. Hershberger, P.E., CESO (Via e-mail)  
JAM, TNP, EEI (Via e-mail)



**Proud Past ~ Promising Future**

August 29, 2016

Ms. Linda Vasquez  
Village Clerk  
Village of Hampshire  
234 S. State Street  
Hampshire, IL. 60140

Re: Loves Travel Stops and Country Stores

Dear Ms. Vasquez:

At a special meeting of the Plan Commission held on August 29, 2016, the following matter was submitted to the Plan Commission for its consideration: Petition for Special Use, for an automobile service station, including retail gasoline sales and an automobile / truck stop, HC Highway Commercial Zoning District in the Village, pursuant to §6-8-7(C) of the Zoning Regulations, filed by Loves Travel Stops and Country Stores, Inc. The request will depend on the future annexation of the property and classifying the property in the HC Highway Commercial Zoning District. The Plan Commission members considered the request in light of the standards for special use set out in Section 6-14-3(H) of the Village Code.

After a presentation to and discussion by the Plan Commission, the following resulted:

A motion made by W. Rossetti, seconded by K. Swanson, to recommend approval of the request for Special Use in the HC Highway Commercial Zoning District, for certain property at I-90 and U.S. Highway 20, to allow an automobile service station, including retail gasoline sales and an automobile / truck stop, was approved by a vote of 4 to 0.

Therefore, the Hampshire Planning Commission respectfully recommends approving this Petition for Special Use.

Please forward this recommendation to the Zoning Board of Appeals at or prior to its public hearing on the Petition for Special Use, and include this recommendation in any subsequent report on this matter to the Board of Trustees.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "William Robinson".

William Robinson  
Temporary Chairman  
Hampshire Plan Commission

**VILLAGE OF HAMPSHIRE  
ZONING BOARD OF APPEALS**

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**IN RE:**

**PETITION OF LOVES TRAVEL STOPS & COUNTRY STORES FOR VARIATION OF THE REQUIREMENTS OF THE VILLAGE’S COMMUNITY GRAPHICS REGULATIONS TO ALLOW FOR VARIATIONS OF LOCATION, SIZE, NUMBER AND HEIGHT OF COMMUNITY GRAPHICS ON THE PROPERTY OWNED BY LOVES TRAVEL STOPS & COUNTRY STORES AT US HIGHWAY 20 AND I-90 IN THE VILLAGE.**

**FINDINGS OF FACT**

The Petition of Loves Travel Stops & Country Stores, Inc. for certain variations of the Village’s Community Graphics Regulations governing signs, to allow for signs greater in size, number and height on certain property at the northwest corner of US Highway 20 and I-90 (off-ramp) in the Village, having been duly filed with the Village Clerk, the Zoning Board of Appeals having considered the application, the Zoning Board of Appeals FINDS as follows:

1. A Petition for variation of the Community Graphics Regulations governing signage proposed for the Loves Travel Stops and Country Stores property at the northwest corner of US Highway 20 and I-90 (off-ramp) was filed for the following described property in the Village (the “Subject Property”): See attached Exhibit “A.”

2. The Petition specifically requested the following as general variations of the Village’s Community Graphics Regulations:

- |    |   |   |
|----|---|---|
| A. | Wall Signs  | Size / Number   |
|    | <ul style="list-style-type: none"><li>• Travel Center Building</li><li>• Tire Care Building</li><li>• Gas/Diesel Canopies</li></ul>                         | <ul style="list-style-type: none"><li>4 sides (all sides) of building</li><li>2 sides of building</li><li>Inlaid decals / 23.39 sq. ft. – 2 sides of canopy</li></ul>   |
| B. | Free-standing Signs   | Height / Size / Number  |
|    | <ul style="list-style-type: none"><li>• Cat Scale / alignment guide</li><li>• Hi-Rise pole sign</li><li>• Roadway sign</li><li>• Directional Sign</li></ul> | <ul style="list-style-type: none"><li>One additional sign (3<sup>rd</sup> sign on premises)</li><li>100’ in height</li><li>1003.33 square feet in size</li><li>25’ height</li><li>133.33 square feet in size</li><li>8’ height</li><li>32 square feet in size</li></ul> |

3. The matter was taken under consideration by the Zoning Board of Appeals pursuant to Section 6-12-14(B) of the Village Code.

4. Mr. Chad Bruner of Loves Travel Stops appeared on behalf of the Petitioner at the meeting and made a presentation to the Board members, summarizing the Petition and the variations requested.

5. The Zoning Board of Appeals considered the following factors, set out in the Village of Hampshire Municipal Code, Section 6-12-14(B), in regard to the Petition for variance:

a. Whether the Petitioner demonstrated any unique physical surroundings, shape or topographical conditions of the specific property which would bring a particular hardship on the owner; or

b. Whether the Petitioner demonstrated that no other reasonable alternatives exist which would conform to the regulations of Article XII of the Village Code; and

c. Whether in either case, the public good realized would be greater than that achieved should the strict letter of the regulations otherwise be carried out.

6. Conditions to be applied to the requested variations, if any: None.

**ACTION(S)**

On motion by H. Hoffman, seconded by W. Albert, to recommend approval of the Petition for General Variation of the regulations of Chapter 6: Zoning, Article XII: Community Graphics of the Village Code, for the property described in the Petition, as described in the Petition filed by Effective Images, Inc. on behalf of Loves Travel Stops & Country Store, Inc., the vote of the Zoning Board of Appeals was 7 aye\_– 0 nay, as follows:

	<u>Aye</u>	<u>Nay</u>
C. Christensen	<u>x</u>	_____
W. Albert	<u>x</u>	_____
N. Collins	<u>x</u>	_____
R. Frillman	<u>x</u>	_____
H. Hoffman	<u>x</u>	_____
D. Rumoro	<u>x</u>	_____
J. Schaul	<u>x</u>	_____



It is accordingly the recommendation of the Zoning Board of Appeals that the Petition for General Variation of the Community Graphics Regulations be   X   approved / denied.

Dated: April 11, 2017

Respectfully submitted,

VILLAGE OF HAMPSHIRE  
ZONING BOARD OF APPEALS

By: \_\_\_\_\_  
Carl Christensen  
Chair

**EXHIBIT "A"**

LEGAL DESCRIPTIONS OF PROPERTY

i) In the Highway Commercial Zoning District, the following legally described portion of the Subject Property (a portion of the Love's Property):

Situate in the West ½ of the Southeast ¼ of Section 3, lying North of the North Line of the Right Of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found Right-Of-Way monument of Toll Road I-90, thence along a line the following eight (8) courses: South 21°54'31" West, a distance of 848.58 feet to a point, South 89°58'14" West, a distance of 443.75 feet to a point, South 00°13'20" East, a distance of 265.41 feet to a point, North 84°06'18" West, a distance of 268.83 feet to a point, North 68°46'27" West, a distance of 33.55 feet to a point, North 00°00'00" West, a distance of 1545.75 feet to a point, North 89°58'15" East, a distance of 776.18 feet to a point, South 37°03'24" East, a distance of 398.24 feet to a point, Thence South 11°00'49" East, a distance of 219.20 feet to the Point of Beginning.

Containing 29.63 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of SEC.3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008  
Common Address: SW Corner of US Highway 20 and I-90 Ramps,  
Hampshire, Illinois.

ii) In the Highway Commercial Zoning District, the following legally described portion of the Subject Property (the Roadway Parcel):

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A IRON PIPE FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION PER DOCUMENT NUMBER 95K018749; THENCE NORTH 00 DEGREES 37 MINUTES 09 SECONDS WEST ALONG THE EAST LINE THE SAID NORTHEAST QUARTER, A DISTANCE OF 1338.40 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 1407.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 55 MINUTES 22 SECONDS WEST ALONG SAID LINE, 110.12 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 10 SECONDS EAST, 42.71

FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 170.60 FEET; THENCE NORTHEASTERLY 288.02 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 333.00 FEET (CHORD BEARS NORTH 24 DEGREES 46 MINUTES 41 SECONDS EAST, 279.12 FEET); THENCE NORTH 49 DEGREES 33 MINUTES 22 SECONDS EAST, 82.97 FEET; THENCE NORTH 08 DEGREES 41 MINUTES 58 SECONDS EAST, 86.77 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ROUTE 20 PER DOCUMENT NUMBER 153188; THENCE SOUTH 40 DEGREES 26 MINUTES 24 SECONDS EAST ALONG SAID LINE, 146.53 FEET; THENCE SOUTH 70 DEGREES 34 MINUTES 18 SECONDS WEST, 66.28 FEET; THENCE SOUTH 49 DEGREES 33 MINUTES 22 SECONDS WEST, 86.71 FEET; THENCE SOUTHWESTERLY 230.93 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET (CHORD BEARS SOUTH 24 DEGREES 46 MINUTES 41 SECONDS WEST, 223.80 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 177.89 FEET; THENCE SOUTH 31 DEGREES 27 MINUTES 05 SECONDS EAST, 26.69 FEET TO THE POINT OF BEGINNING, CONTAINING 43,392 SQUARE FEET, IN KANE COUNTY, ILLINOIS.

PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramps,  
Hampshire, Illinois.

iii) In the Highway Commercial Zoning District, the following legally described portion of the Subject Property (the Triangle Parcel):

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A IRON PIPE FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION PER DOCUMENT NUMBER 95K018749; THENCE NORTH 00 DEGREES 37 MINUTES 09 SECONDS WEST ALONG THE EAST LINE THE SAID NORTHEAST QUARTER, A DISTANCE OF 1338.40 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 842.59 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ROUTE 20 PER DOCUMENT NUMBER 827853 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 55 MINUTES 22 SECONDS WEST ALONG SAID LINE, 565.37 FEET; THENCE NORTH 31 DEGREES 27 MINUTES 05 SECONDS WEST, 26.69 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 177.89 FEET; THENCE NORTHEASTERLY 230.93 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 267.00 FEET (CHORD BEARS NORTH 24

DEGREES 46 MINUTES 41 SECONDS EAST, 223.80 FEET); THENCE NORTH 49 DEGREES 33 MINUTES 22 SECONDS EAST, 86.71 FEET; THENCE NORTH 70 DEGREES 34 MINUTES 18 SECONDS EAST, 66.28 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ROUTE 20 PER DOCUMENT NUMBER 153188; THENCE SOUTH 40 DEGREES 26 MINUTES 24 SECONDS EAST ALONG SAID LINE, 26.17 FEET; THENCE SOUTH 49 DEGREES 33 MINUTES 36 SECONDS WEST, 20.00 FEET TO THE SOUTHWESTERLY LINE OF ROUTE 20 PER DOCUMENT NUMBER 827853; THENCE SOUTH 40 DEGREES 26 MINUTES 24 SECONDS EAST ALONG SAID LINE, 75.00 FEET; THENCE SOUTH 38 DEGREES 04 MINUTES 18 SECONDS EAST ALONG SAID LINE, 497.21 FEET TO THE POINT OF BEGINNING, CONTAINING 171,418 SQUARE FEET, IN KANE COUNTY, ILLINOIS.

PIN: A portion of 01-03-200-017  
Common Address: SW Corner of US Highway 20 and I-90 Ramps,  
Hampshire, Illinois.

iv) In the M-1 Restricted Industrial Zoning District, the following legally described portion of the Subject Property (a portion of the Love's Property):

Situate in the West ½ of the Southeast ¼ of Section 3, lying North of the North Line of the Right Of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found iron rod at the intersection of northerly Right-Of-Way line of Toll Road I-90, and the westerly line of Section 3; Thence along a line the following four (4) courses: North 00°16'56" West, a distance of 82.85 feet to a point, North 89°58'15" East, a distance of 3669.85 feet to a point, South 00°00'00" East, a distance of 1545.75 feet to a point, North 68°46'27" West, a distance of 622.12 feet to a point, Thence North 68°11'56" West, a distance of 3327.51 feet to the Point of Beginning.

Containing 68.83 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of SEC.3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008  
Common Address: SW Corner of US Highway 20 and I-90 Ramps,  
Hampshire, Illinois

**VILLAGE OF HAMPSHIRE  
ZONING BOARD OF APPEALS**

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**IN RE:**

**PETITION OF LOVES TRAVEL STOPS AND COUNTRY STORES FOR ZONING MAP AMENDMENT, UPON ANNEXATION, FOR CERTAIN PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE I-90 ON/OFF RAMP AND U.S. HIGHWAY 20 TO BE CLASSIFIED IN PART IN THE HC HIGHWAY COMERCIAL ZONING DISTRICT, AND IN PART IN THE M-1 RESTRICTED INDUSTRIAL ZONING DISTRICT.**

**FINDINGS OF FACT**

In regard to the Petition of Loves Travel Stops and Country Stores, as prospective owner, requesting a zoning map amendment for certain property to be annexed to the Village, to classify the property upon annexation in part in the Highway Commercial Zoning District and in part in the Restricted Industrial Zoning District in the Village, the Zoning Board of Appeals having considered the application, and the testimony and evidence submitted at a public hearing, the Zoning Board of Appeals FINDS as follows:

1. A Petition requesting a zoning map amendment for certain property located at the northwest corner of I-90 on/off ramp and U.S. Highway 20, and legally described as attached hereto on Exhibit "A" and Exhibit "B," respectively, to classify said property in part in the HC Highway Commercial Zoning District, and in part in the M-1 Restricted Industrial Zoning District, has been duly filed with the Village Clerk for the following property

See Attached Legal Descriptions

Common Address: US Highway 20 at I-90 on/off ramp, Hampshire, IL  
PINs: 01-03-100-005, 01-03-200-008 and 01-03-400-008.

2. A Public Hearing on the Petition was conducted by the Zoning Board of Appeals at a special meeting held on August 30, 2016.

3. Notice of Public Hearing on said Petition was published in the Daily Herald newspaper on August 12, 2016.

4. Notice of the Public Hearing was also posted on the property not less than fifteen days prior to the public hearing.

5. At the public hearing, representatives of the Petitioner addressed the Zoning Board

regarding the request for special use. Three (3) members of the public attended the public hearing, but none commented on the Petition.

6. The Subject Property is not located within the Facilities Planning Area (“FPA”) of the Village, but would be served by extension of Village utilities for sewer and water.

7. Access to the Subject Property will be from U.S. Highway 20 via a new roadway to be constructed on the Subject Property and on the neighboring property (to the north), across from Tang Boulevard. There would be no other access into the Subject Property at this time.

8. The existing zoning in the area of the proposed development is mixed:

- |       |  |
|-------|--|
| North | Kane County F-Farming; and McHenry County. (Also, Sky Soaring Airport).  |
| East  | Village Highway Commercial Zoning District; Restricted Industrial Zoning District; OM Office-Manufacturing Zoning District; and M-2 General Industrial Zoning District |
| South | I-90 Tollway; and Kane County Residential (E-Estate; R-1 Residential; and PUD – Residential); and Kane County F-Farming.   |
| West  | I-90 Tollway; and Kane County F-Farming.   |

9. The most recent development in the area has been the new Speedway Auto/Truck Stop and Service Station on U.S. Highway 20. The trend of development in the area is for a mixture of commercial and industrial uses, including other auto/truck stops; fast food restaurants; and a hotel, together with manufacturing plants (Elgiloy; Polifilm).

10. The proposed zoning is generally consistent with the 2004 Comprehensive Plan of the Village and the 2006 Update to the Comprehensive Plan. This area is planned for Community Commercial development and for Industrial and Warehouse Distribution development.

11. The Zoning Board of Appeals has considered the following five factors, set out in the Village of Hampshire Municipal Code, Section 6-14-3(G)(7), in regard to the Petition for Re-Zoning:

- a. The existing uses within the general area of the property in question.

- b. The zoning classification of property within the general area of the property in question.
- c. The suitability of the property in question to the uses permitted under its existing zoning classification.
- d. The trend of development (if any) in the general area of the property in question, including changes (if any) which have taken place in its present zoning classification.
- e. The objectives of the current Comprehensive Plan.

12. The Zoning Board of Appeals has also considered the following factors, established by the Illinois courts in the cases of LaSalle National Bank of Chicago v. Cook County, 145 N.E.2d 65 (1957); and Sinclair Pipeline v. Village of Richton Park, 167 N.E.2d 406 (1960), as they relate to the Petition for Zoning Amendment:

- a. The existing zoning and uses on surrounding properties.
- b. The extent to which property values are diminished or restricted by the existing zoning restrictions.
- c. The extent to which the present zoning classification (despite any loss or restriction of the value of Petitioner's property) promotes public benefits of health, safety, morals or general welfare.
- d. The relative gain to the public (from a zoning amendment) as compared to any hardship to the Petitioner (from continuing the present zoning).
- e. The suitability of the Subject Property for the purpose(s) for which it is presently classified under the zoning regulations.
- f. The length of time that the Subject Property has been vacant (under its present zoning classification) as considered in the context of development in the area.
- g. The public need for the use(s) proposed by the Petitioner.
- h. The provisions of the 2004 Comprehensive Plan for the Village.

13. The proceedings at the Public Hearing were recorded by certified shorthand reporter, and a transcript thereof has been or will be filed with the Village Clerk.

14. Additional Findings:

- a. The easterly portion of the premises (as described on Exhibit "A") would appropriately be classified in the Highway Commercial Zoning District for consideration of a special use thereon (by separate Petition) for an auto/truck stop and gasoline service station, together with a convenience store and truck tire facility.
- b. The westerly portion of the premises (as described on Exhibit "B") would appropriately be classified in the Restricted Industrial Zoning District for future development of office/warehousing operations by third parties.

**ACTION(S)**

A. On motion by H. Hoffman, seconded by W. Albert, to recommend approval of the Petition for Zoning Amendment, upon annexation, to classify the property described on Exhibit "A" in the HC Highway Commercial Zoning District, and to classify the property described on Exhibit "B" in the M-1 Restricted Industrial Zoning District, the vote of the Zoning Board of Appeals was 5 - 0, as follows:

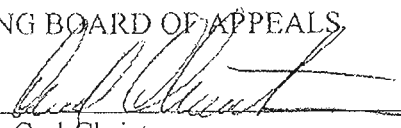
C. Christensen	<u>  x  </u>	
W. Albert	<u>  x  </u>	
N. Collins	<u>  x  </u>	
H. Hoffman	<u>  x  </u>	
J. Schaul	<u>  x  </u>	

It is accordingly the recommendation of the Zoning Board of Appeals that the Petition for Re-Zoning be   X   approved /        denied.

Dated: August 30, 2016

Respectfully submitted,

VILLAGE OF HAMPSHIRE  
ZONING BOARD OF APPEALS

By:   
 Carl Christensen  
 Chair



**VILLAGE OF HAMPSHIRE  
ZONING BOARD OF APPEALS**

---

**IN RE:**

**PETITION OF LOVES TRAVEL STOPS AND COUNTRY STORES FOR A SPECIAL USE ON CERTAIN PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE I-90 ON/OFF RAMP AND U.S. HIGHWAY 20 TO ALLOW FOR AN AUTOMOBILE SERVICE STATION, INCLUDING RETAIL GASOLINE SALES AND AN AUTOMOBILE / TRUCK STOP, IN THE HC HIGHWAY COMERCIAL ZONING DISTRICT.**

**FINDINGS OF FACT**

In regard to the Petition of Loves Travel Stops and Country Stores, as prospective owner, requesting a special use in the HC Highway Commercial Zoning District, to allow for an automobile service station, including retail gasoline sales and an automobile / truck stop, the Zoning Board of Appeals having considered the application, and the testimony and evidence submitted at a public hearing, the Zoning Board of Appeals FINDS as follows:

1. A Petition requesting a special use to allow for an automobile service station, including retail gasoline sales and an automobile / truck stop in the HC Highway Commercial Zoning District, has been duly filed with the Village Clerk for the following property:

See attached legal description

Common Address: US Highway 20 at I-90 on/off ramp, Hampshire, IL  
PINs: 01-03-100-003; 01-03-200-008; and 01-03-400-008.

2. A Public Hearing on the Petition was conducted by the Zoning Board of Appeals at its regular meeting on August 30, 2016.

3. Notice of Public Hearing on said Petition was published in the Daily Herald newspaper on August 12, 2016.

4. Notice of the Public Hearing was also posted on the property not less than fifteen days prior to the public hearing.

5. At the public hearing, representatives of the Petitioner addressed the Zoning Board regarding the request for special use. Three (3) members of the public attended the public hearing, but none offered any comment on the Petition.

6. The HC Highway Commercial District regulations allow for a special use for “automobile service station, including retail gasoline sales...” and for “automobile / truck stops.” Hampshire Municipal Cod, Sec. 6-8-7(D).

7. The Zoning Board of Appeals considered the testimony and/or other evidence presented by the Petitioner, and the nature of the proposed use and the other permitted and special uses allowed in the HC Highway Commercial District.

8. The Zoning Board of Appeals also considered the following standards in regard to the request for a special use:

a. The establishment, maintenance or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.

b. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and will not substantially diminish and impair property values within the neighborhood.

c. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

d. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

e. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

g. The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees pursuant to the recommendations of the Zoning Board of Appeals.

9. Additional Findings by the ZBA: None.

ACTIONS

On motion by H. Hoffman, seconded by N. Collins, to recommend approval of the Petition for a Special Use to allow for an automobile service station, including retail gasoline sales and an automobile / truck stop, the vote was 5 ayes, 0 nays. Motion x passed /      failed.

	Aye	Nay
C. Christensen	<u>  x  </u>	<u>    </u>
W. Albert	<u>  x  </u>	<u>    </u>
N. Collins	<u>  x  </u>	<u>    </u>
H. Hoffman	<u>  x  </u>	<u>    </u>
J. Schaul	<u>  x  </u>	<u>    </u>


RECOMMENDATION: It is accordingly the recommendation of the Zoning Board of Appeals that the Petition for Special Use be   X   approved /      denied.

Dated: August 30, 2016.

Respectfully submitted,

VILLAGE OF HAMPSHIRE  
ZONING BOARD OF APPEALS

By: \_\_\_\_\_



Carl Christensen  
Chair



Hampshire Township Park District

[www.hampshireparkdistrict.org](http://www.hampshireparkdistrict.org)

P.O. Box 953  
390 South Avenue  
Hampshire, IL 60140  
847-683-2690  
Fax 847-683-1741

December 29, 2017

Mr. Jeff Magnussen, Village President  
Village of Hampshire  
234 S. State Street  
P.O. Box 457  
Hampshire, IL 60140

Dear Mr. Magnussen,

The Hampshire Township Park District Board of Commissioners respectfully requests the release of \$195,000.00 in restricted Impact Fees for Ruth Park at Tuscany Woods.

Since the last Village Meeting where the park design was presented, we held a Town Meeting on December 4<sup>th</sup> for public comment and have the support of the community for the development on the conceptual plan.

On December 18<sup>th</sup> the Park Board approved a partnership with the Northwest Little League to purchase and install, through National Joint Powers Alliance Contract #082114-MSL, LED lights for three ballfields from Musco Sports Lighting, LLC. The Hampshire Township Park District is requesting the release of the funds for the down payment on the project, and will finance the remaining balance to be repaid by the Northwest Little League.

We are excited of the potential this ballfield complex can bring to the community. We thank you in advance for assisting us in bringing a unique opportunity to the Village of Hampshire.

Please let us know if you need additional information prior to disbursing the requested Impact Fees.

Sincerely,

Nathan Looman, President  
Hampshire Township Park District

Cc: Hampshire Park District Board of Commissioners  
Laura Schraw, Park District Executive Director

*"Creating Community through Fun and Learning"*

No. 18 -

**A RESOLUTION  
ADOPTING A POLICY PROHIBITING SEXUAL HARASSMENT  
FOR THE VILLAGE OF HAMPSHIRE**

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0554, an Act concerning government, dated November 16, 2017, which became effective immediately;

WHEREAS, pursuant to the Act, each governmental unit in the State of Illinois shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment;

WHEREAS, all prior sexual harassment policies of the Village shall be superseded by the Policy Prohibiting Sexual Harassment adopted by this Ordinance; and

WHEREAS, the Corporate Authorities are adopting this Policy Prohibiting Sexual Harassment in compliance with said Act.

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 Policy Prohibiting Sexual Harassment, set forth on the attached Exhibit "A," shall be and is hereby adopted, and shall be added to and incorporated in the Village Personnel Manual.

Section 2. Should any section or provision of this Resolution, or of the adopted Policy Prohibiting Sexual Harassment, be declared to be invalid, that decision shall not affect the validity of this Resolution, or the Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid.

Section 3. This Resolution shall be in full force and effect on from and after its passage and approval as provided by law.

ADOPTED THIS \_\_\_\_ day of JANUARY, 2018.

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

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

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

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

APPROVED THIS \_\_\_\_\_ day of JANUARY, 2018.

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Jeffrey R. Magnussen  
Village President

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Linda Vasquez  
Village Clerk

**VILLAGE OF HAMPSHIRE**  
**POLICY PROHIBITING SEXUAL HARASSMENT<sup>1</sup>**

*I. PROHIBITION ON SEXUAL HARASSMENT*

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the Village to prohibit harassment of any person by any municipal official, municipal agent, municipal employee or municipal agency or office on the basis of sex or gender. All municipal officials, municipal agents, municipal employees and municipal agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

*II. DEFINITION OF SEXUAL HARASSMENT*

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- a) Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- b) Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- c) Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- d) Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- e) Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

### III. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- A. *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- B. *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the Village manager or administrator, or the chief executive officer of the municipality.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

- C. *Resolution Outside Municipality.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of



credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

#### *IV. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS*

No municipal official, municipal agency, municipal employee or municipal agency or office shall take any retaliatory action against any municipal employee due to a municipal employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

*V. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT*

In addition to any and all other discipline that may be applicable pursuant to any policy, personnel manual, collective bargaining agreement, or any employment agreement, of the Village, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the Village, and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the Village shall be separate and distinct from any penalty imposed by any ethics commission, any fines or penalties imposed by a court of law, and any fines or penalties imposed by a State or Federal agency.

*VI. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT*

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which subsequently fails of proof or cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable policies, personnel policies, collective bargaining agreements or any employment agreement, of the Village.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to the Attorney General, an ethics commission, an inspector general, the State Police, a State's Attorney, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

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<sup>1</sup> This policy was drafted using the Illinois Department of Human Rights Sexual Harassment Model Policy and has been modified to conform to Public Act 100-0554.

No. 18 -

**AN ORDINANCE  
AMENDING THE POLICE REGULATIONS OF THE VILLAGE TO RE-STATE  
CERTAIN PROVISIONS GOVERNING CANNABIS REGULATIONS IN THE VILLAGE**

WHEREAS, Section 11-1-1 of the Illinois Municipal Code grants to municipalities the authority to enact and enforce all necessary police ordinances; and

WHEREAS, in Article 2: Police Regulations, the Village has enacted various regulations governing conduct in the Village; and

WHEREAS, the Corporate Authorities recently adopted certain provisions to regulate the possession, use, and sale of, and other matters relating to, cannabis and drug paraphernalia to better insure the health, safety and welfare of the residents of the Village; and

WHEREAS, the provisions therein at § 2-23-1(D) regarding penalties should be stated as a penalty for possession of "not more than 10 grams," and for possession of "more than 10 grams and not more than 30 grams," respectively.

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 Hampshire Municipal Code, as previously amended, shall be and is hereby further amended to amend and modify Chapter 2: Police Regulations, and in particular, Section 2-23-1(D) thereof, in words and figures as follows:

CHAPTER 2	TRAFFIC REGULATIONS
ARTICLE XXIII	CANNABIS; DRUG PARAPHERNALIA

See attached Text of  
Article XXIII: Cannabis; Drug Paraphernalia.

Section 2. Any and all ordinances, resolutions, and orders, or parts thereof, which are in conflict with the provisions of this Ordinance, to the extent of any such conflict, are hereby superseded and waived.

Section 3. 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 portions of this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval, and publication in pamphlet form, as provided by law.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

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

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

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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Jeffrey R. Magnussen  
Village President

ATTEST:

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Linda Vasquez  
Village Clerk

**CERTIFICATE**

The undersigned hereby certifies:

1. I am the Village Clerk for the Village of Hampshire, Kane County, Illinois.
2. On \_\_\_\_\_, 2018, the Corporate Authorities of the Village enacted this Ordinance No. 18 - \_\_\_\_\_, which provided by its terms that it shall be published in pamphlet form.
3. The pamphlet form of this Ordinance was duly prepared by me, and a copy of said Ordinance was thereafter posted in the Village Hall at 234 South State Street, Hampshire, Illinois, commencing on \_\_\_\_\_, 2018 and continuing thereafter for at least the next following ten (10) days.
4. A copy of this Ordinance was also available for public inspection, after the date of its enactment, and upon request, at the Office of the Village Clerk.

\_\_\_\_\_  
DATE

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

## CHAPTER 2

## POLICE REGULATIONS

### ARTICLE XXIII

### CANNABIS; DRUG PARAPHERNALIA

#### 2-23-1 CANNABIS

A. DEFINITIONS: For purposes of this Section, “cannabis” is defined as in 720 ILCS 550/3(a), as amended; and shall include but not be limited to marijuana, hashish, and other substances which are identified as including any parts of the plant *Cannabis sativa*, whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination

B. POSSESSION PROHIBITED: It shall be unlawful for any person to knowingly possess up to 30 grams of any substance containing cannabis within the corporate limits of the Village.

C. USE PROHIBITED: It shall be unlawful for any person to use, inject, ingest, inhale or otherwise introduce into the human body cannabis, or to be under the influence of cannabis. Provided, however, notwithstanding the foregoing, it shall not be unlawful for any individual to possess or use cannabis consistent with the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.), as amended.

D. VIOLATION; PENALTY: Any persons who violates any provision of this Section shall be fined as follows:

1. not less than \$75 and not more than \$200 if the amount possessed is not more than 10 grams;
2. not less than \$200 and not more than \$400 if the amount possessed is more than 10 grams and not more than 30 grams for a first offense;
3. not less than \$400 and not more than \$750 if the amount possessed is more than 10 grams or more and not more than 30 grams for a subsequent offense.

Such person shall also pay all applicable court costs. Each day that a violation continues shall be considered a separate offense.

## **2-23-2: DRUG PARAPHERNALIA**

A. DEFINITIONS. For purposes of this Section, drug paraphernalia is defined in as in 720 ILCS 600/2(d), as amended, and includes, but is not limited to:

1. Kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting of any species of cannabis plant, or from which cannabis can be derived;
2. Kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing cannabis;
3. Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances or cannabis;
4. Separation gins and sifters used, intended for use or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining marijuana;
5. Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding cannabis;
6. Capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging quantities of cannabis;
7. Hypodermic syringes, needles and other objects used, or intended for use, in injecting a controlled substance or cannabis into the human body, except as authorized by the Hypodermic Syringes and Needles Act;
8. Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish oil into the human body, such as: pipes, water pipes, cocaine spoons, roach clips or objects used to hold burning material, such as a marijuana cigarette, or bongs.

B. POSSESSION PROHIBITED: It shall be unlawful for any person to knowingly possess any drug paraphernalia within the corporate limits of the Village.

C. SALE TO MINORS PROHIBITED: It is unlawful for any person to sell, or offer to sell, any drug paraphernalia to any person under the age of eighteen (18) years.

D. EXCEPTION. Notwithstanding the foregoing, it shall not be unlawful for any individual to possess drug paraphernalia, or for any person to sell or offer to sell, any drug paraphernalia, consistent with the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1 et seq.), as amended, the terms of which are incorporated herein.



E. VIOLATION; PENALTY: Any person who violates any provision of this Section shall be fined a sum not greater than \$750. Such person shall also pay all applicable court costs. Each day that a violation exists or continues shall be considered a separate offense.

# VILLAGE OF HAMPSHIRE

Accounts Payable

**January 4, 2018**

The President and Board of Trustees of the Village of Hampshire  
Recommends the following Warrant in the amount of

**Total: \$194,197.32**

To be paid on or before  
January 10, 2018

Village President: \_\_\_\_\_

Attest: \_\_\_\_\_

Village Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

DATE: 01/02/18  
TIME: 14:34:41  
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
AJGC	ARTHUR J GALLAGHER & CO						
2407859A	12/19/17	01	VILLAGE INS PACKAGE	310010024210		12/31/17	23,850.33
		02	VILLAGE INS PACKAGE	300010024210			23,850.33
		03	VILLAGE INS PACKAGE	010010024210			23,850.34
						INVOICE TOTAL:	71,551.00
						VENDOR TOTAL:	71,551.00
ANSO	ANDERSEN SOLUTIONS, INC						
1129	12/21/17	01	REPLACE PRESSURE WASHER PUMP	010030024120		01/20/18	706.11
						INVOICE TOTAL:	706.11
						VENDOR TOTAL:	706.11
B&F	B&F CONSTRUCTION CODE SERVICES						
48347	12/21/17	01	INSPECTIONS & PLAN REVIEWS	010010024390		01/21/18	6,729.32
						INVOICE TOTAL:	6,729.32
						VENDOR TOTAL:	6,729.32
BPCI	BENEFIT PLANNING CONSULTANTS,						
BPCIO0159664	12/06/17	01	FLEX & COBRA	010010024380		01/01/18	315.00
						INVOICE TOTAL:	315.00
						VENDOR TOTAL:	315.00
CECH	CENTEGRA OCCUPATIONAL HEALTH						
202422	12/12/17	01	PRE EMP PHYSICAL	010030024380		01/12/18	120.00
						INVOICE TOTAL:	120.00
						VENDOR TOTAL:	120.00
CUBE	CULLIGAN OF BELVIDERE						
JAN 2018	12/31/17	01	BOTTLE WATER	010020024280		01/26/18	8.00
						INVOICE TOTAL:	8.00
						VENDOR TOTAL:	8.00

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VILLAGE OF HAMPSHIRE  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
DOCO	DORNER COMPANY						
140844-IN	12/11/17	01	DIETRICH PRV STATION REPAIR	300010024160		01/11/18	1,877.00
						INVOICE TOTAL:	1,877.00
						VENDOR TOTAL:	1,877.00
ENCS	ENTRE COMPUTER SOLUTIONS						
00111587	12/29/17	01	PURCHASE BANK HOURS	010000001800		01/01/18	9,500.00
						INVOICE TOTAL:	9,500.00
						VENDOR TOTAL:	9,500.00
GRAI	GRAINGER						
9641671681	12/12/17	01	SHOP MAGNET	010030034670		01/11/18	244.59
						INVOICE TOTAL:	244.59
						VENDOR TOTAL:	244.59
HAAUPA	HAMPSHIRE AUTO PARTS						
474835	12/15/17	01	FIX AIR LEAK 2008	010030034670		01/15/18	26.43
						INVOICE TOTAL:	26.43
475688	12/26/17	01	WIPERS	010020024110		01/26/18	34.23
						INVCICE TOTAL:	34.23
475803	12/27/17	01	SHOP AND TRUCK SUPPLIES	010030034670		01/27/18	221.70
						INVOICE TOTAL:	221.70
475948	12/28/17	01	EPOXY	010030034680		01/28/18	4.67
						INVOICE TOTAL:	4.67
						VENDOR TOTAL:	287.03
IPODBA	IPO/DBA CARDUNAL OFFICE SUPPLY						
597775-0	12/18/17	01	PAPER	010020034650		01/18/18	47.65
						INVOICE TOTAL:	47.65

DATE: 01/02/18  
 TIME: 14:34:41  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
IPODBA IPO/DBA CARDONAL OFFICE SUPPLY							
597775-1	12/20/17	01	PAPER	010020034650		01/20/18	47.65
						INVOICE TOTAL:	47.65
597801-0	12/19/17	01	PAPER/PSTMTR INK CRG	010010034650		01/19/18	196.95
						INVOICE TOTAL:	196.95
						VENDOR TOTAL:	292.25
IPRF ILLINOIS PUBLIC RISK FUND							
50056	12/18/17	01	WORKERS' COMP	010010024210		02/01/18	1,657.67
		02	WORKERS' COMP	300010024210			1,657.67
		03	WORKERS' COMP	310010024210			1,657.66
						INVOICE TOTAL:	4,973.00
						VENDOR TOTAL:	4,973.00
KONMIN KONICA MINOLTA BUSINESS SOLUTI							
249166588	12/22/17	01	PD KONICA	010020024340		01/21/18	105.64
						INVOICE TOTAL:	105.64
						VENDOR TOTAL:	105.64
OEIP OEI PRODUCTS							
5701	12/13/17	01	GLOVES, RAIN JACKET, BOOTS	010030034670		01/13/18	434.70
						INVOICE TOTAL:	434.70
						VENDOR TOTAL:	434.70
OFDE OFFICE DEPOT							
988627789001	12/12/17	01	OFFICE SUPPLIES	010020034650		01/13/18	23.75
						INVOICE TOTAL:	23.75
988629386001	12/12/17	01	OFFICE SUPPLIES	010020034650		01/13/18	23.75
						INVOICE TOTAL:	23.75

DATE: 01/02/18  
 TIME: 14:34:41  
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2018

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
OFDE OFFICE DEPOT							
988629620001	12/12/17	01	CLEANING SUPPLIES	010020034650		01/13/18	23.44
						INVOICE TOTAL:	23.44
988629621001	12/12/17	01	CLEANING SUPPLIES	010020034650		01/13/18	3.79
						INVOICE TOTAL:	3.79
						VENDOR TOTAL:	74.73
OLDO OLD DOMINION BRUSH CO.							
0112933-IN	11/30/17	01	BROOMS SWEEPER	010030034670		12/30/17	789.56
						INVOICE TOTAL:	789.56
						VENDOR TOTAL:	789.56
OSEL O'SHEA ELECTRIC, INC							
9537	12/16/17	01	STATE ST REPLACEMENT	010030024270		01/16/18	675.00
						INVOICE TOTAL:	675.00
9537-226	12/16/17	01	REPLACED STREET LIGHTS	010030024270		01/16/18	290.25
						INVOICE TOTAL:	290.25
9537-228	12/17/17	01	REPLACED STREET LIGHTS	010030024270		01/17/18	1,045.00
						INVOICE TOTAL:	1,045.00
						VENDOR TOTAL:	2,010.25
R0000201 WINDOW WORKS							
DEC 2017	12/26/17	01	PERMIT REFUND	010007003300		01/26/18	42.00
						INVOICE TOTAL:	42.00
						VENDOR TOTAL:	42.00
R0000202 BOBBY'S SHOE STORE							
SEPT 2017	09/06/17	01	WORK BOOTS	010030034690		10/06/17	216.68
						INVOICE TOTAL:	216.68
						VENDOR TOTAL:	216.68

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VILLAGE OF HAMPSHIRE  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
RAOH RAY O'HERRON CO., INC							
1768670-IN	12/19/17	01	UNIFORMS	010020034690		01/19/18	212.55
						INVOICE TOTAL:	212.55
1768807-IN	12/19/17	01	UNIFORMS	010020034690		01/19/18	400.94
						INVOICE TOTAL:	400.94
						VENDOR TOTAL:	613.49
RKQUSE RK QUALITY SERVICES							
8899	12/21/17	01	SHOCK/STRUT/WHEEL ALIGNMENT	010020024110		01/21/18	942.00
						INVOICE TOTAL:	942.00
9059	12/20/17	01	NEW WATER PUMP	010020024110		01/20/18	269.62
						INVOICE TOTAL:	269.62
						VENDOR TOTAL:	1,211.62
STAINS STANDARD INSURANCE COMPANY							
JAN 2018	12/18/17	01	ADM	010010014035		01/01/18	28.29
		02	PD	010020014035			179.13
		03	STREETS	010030014035			18.86
		04	WATER	300010014035			14.14
		05	SEWER	310010014035			14.15
						INVOICE TOTAL:	254.57
						VENDOR TOTAL:	254.57
SUBLAB SUBURBAN LABORATORIES, INC							
151510	12/31/17	01	DRINKING WATER ANALYSIS	300010024380		01/30/18	293.50
						INVOICE TOTAL:	293.50
						VENDOR TOTAL:	293.50
THMI THIRD MILLENNIUM INC.							
21541	12/29/17	01	W/S/R BILLING	290010024340		01/29/18	296.02

DATE: 01/02/18  
TIME: 14:34:41  
ID: AP441000.WOW

VILLAGE OF HAMPSHIRE  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 03/31/2018

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
-----							
THMI	THIRD MILLENNIUM INC.						
21541	12/29/17	02	W/S/R BILLING	310010024380		01/29/18	296.02
		03	W/S/R BILLING	300010024380			296.03
						INVOICE TOTAL:	888.07
						VENDOR TOTAL:	888.07
TRCOPR	TRAFFIC CONTROL & PROTECTION						
91357	12/20/17	01	STREET NAME SIGNS	010030024130		01/20/18	208.20
						INVOICE TOTAL:	208.20
						VENDOR TOTAL:	208.20
VEWI	VERIZON WIRELESS						
9798176630	12/15/17	01	ADM	010010024230		01/10/18	55.26
		02	PD	010020024230			217.16
		03	STREETS	010030024230			95.77
		04	WATER	300010024230			48.07
		05	SEWER	310010024230			65.11
						INVOICE TOTAL:	481.37
						VENDOR TOTAL:	481.37
VWPD	VERIZON WIRELESS						
9798176629	12/15/17	01	PD CELLULAR SERVICE	010020024230		01/10/18	324.13
						INVOICE TOTAL:	324.13
						VENDOR TOTAL:	324.13
WAMA	WASTE MANAGEMENT						
3546154-2011-5A	11/30/17	01	NOV 2017	290010024330		12/30/17	44,861.45
						INVOICE TOTAL:	44,861.45
3549556-2011-8	12/28/17	01	DEC 2017	290010024330		01/27/18	44,784.06
						INVOICE TOTAL:	44,784.06
						VENDOR TOTAL:	89,645.51
						TOTAL ALL INVOICES:	194,197.32



**ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT is made and entered into by and between Evelyn Bicknese, an individual ("Bicknese"), Lorraine Lenschow, an individual ("Lenschow"), Marilyn Kunde, an individual ("Kunde"), Arlene Bickelhaupt, an individual ("Bickelhaupt"), Roger Henning, an individual ("Henning," and together with Bicknese, Lenschow, Kunde, and Bickelhaupt, collectively, the "Bicknese Seller Group"), the Dale E. and Jacqueline Melms Trust (the "Melms," and together with the Bicknese Seller Group, collectively, the "Sellers"), Gin Family Partnership, LLC, an Illinois limited liability company ("Gin," and together with the Sellers, each an "Owner" and collectively, the "Owners"), Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation ("Love's"), and the Village of Hampshire, of Kane County, Illinois, an Illinois municipal corporation, 234 South State Street, Hampshire, Illinois 60140 (hereinafter referred to as "Village"). Each party to this Agreement may sometimes be referred to hereafter individually as a "Party" and together as the "Parties."

WHEREAS, the Owners, as applicable, are the current owners of record of certain real estate described in Sections 5(a)(i)-(iv) (hereinafter referred to collectively as the "Subject Property"); and

WHEREAS, it is understood that the Sellers intend to sell and convey the applicable portion of the Subject Property described in Sections 5(a)(i) and 5(a)(iv) below, currently owned by such Sellers to Love's (the "Love's Property"); and

WHEREAS, Gin is the current owner of the property described in Section 5(a)(ii), consisting of 43,392 square feet, more or less (the "Roadway Parcel"), which shall ultimately be dedicated to the Village or the Illinois Department of Transportation ("IDOT"), as applicable;

WHEREAS, Gin is the current owner of the property described in Section 5(a)(iii), consisting of 171,418 square feet, more or less (the "Parcel 4-Triangle Parcel");

WHEREAS, the Subject Property constitutes a tract of land consisting of 103.39 acres more or less, in total, as legally described on the attached **Exhibit "A"**; and

WHEREAS, Gin intends to retain ownership of Parcel 4 - the Triangle Parcel and may in the future develop it subject to the HC Highway Commercial Zoning District in the Village; and

WHEREAS, no plans for development have been submitted by Gin for development of the Parcel 4 - the Triangle Parcel at this time, nor have any been reviewed by the Village at the time of this Agreement; and no such plans are approved by the Village as a part of this Agreement; and

WHEREAS, the Subject Property does not lie within the boundaries of any municipality but is contiguous to the Village, and it may be annexed thereto as provided in Article VII of the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq.; and

WHEREAS, there are no Electors residing on the Subject Property; and

WHEREAS, each Owner desires that its applicable portion of the Subject Property be annexed to the Village upon the terms and conditions hereinafter set forth; and

WHEREAS, unless all parcels that constitute the Subject Property are simultaneously annexed to the Village, no individual parcel of the real estate shall be annexed to the Village without the prior written consent of the Parties; and

WHEREAS, the Corporate Authorities, after due consideration, have concluded that the annexation of the Subject Property to the Village on the terms and conditions hereinafter set forth would further the growth of the Village, enable the Village to control development of the area, and serve the best interests of the Village; and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq. a proposed Annexation Agreement in substance and in form the same as this Agreement was submitted to the Corporate Authorities for consideration, and a public hearing was held in regard to same on January 4, 2018, pursuant to notice published in the Daily Herald newspaper, on December 18, 2017, as provided by statute; and

WHEREAS, Owners desire that the Subject Property be classified in part in the HC-Highway Commercial Zoning District, and in part in the M-1 Restricted Industrial Zoning District in the Village, pursuant to Chapter 6 of the Hampshire Municipal Code of 1985, as amended, and as more specifically set forth herein and in accordance with the Petition for Map Amendment filed by Owners with the Village Clerk; and

WHEREAS, furthermore, the Sellers and Love's desire that a special use be approved to allow for an auto/truck stop facility to be erected on the Love' Property identified herein and in the applicable Petition for Special Use filed by Sellers and/or Love's with the Village Clerk; and

WHEREAS, furthermore, the Sellers and Love's desire that certain variations of the provisions governing the HC-Highway Commercial Zoning District be granted, as requested in the applicable Petition for Variations filed by Sellers and/or Love's with the Village Clerk; and

WHEREAS, a public hearing concerning said zoning requests was held before the Hampshire Zoning Board of Appeals on August 30, 2016, pursuant to public notice as provided by law; and following said hearing, following which the Zoning Board of Appeals recommended classification of the Subject Property in part in the HC Highway Commercial Zoning District, and in part in the M-1 Restricted Industrial Zoning District in the Village, together with a special use on the portion of the Subject Property identified in the applicable Petition for Special Use filed by Sellers and/or Love's to allow for use of that portion of the Subject Property for an auto/truck stop facility, together with the variations requested in such Seller's Petition for Variations thereon; and

WHEREAS, Owners and Love's intend for annexation of the Subject Property to be contingent upon a closing on the proposed sale and conveyance of the applicable portion of the Subject Property from Sellers to Love's; and

WHEREAS, references in this Annexation Agreement to “the applicable Owner” shall refer to the Owner(s) identified in these Recitals as to each respective parcel, and any rights or obligations of any such Owner shall be assigned to and/or assumed by any subsequent owner of each respective parcel as further set forth in this Agreement and in particular, in Section 26 below.

WHEREAS, Love’s and Gin have heretofore entered into a Development Agreement dated August 9, 2017 regarding the duties and obligations between those parties relative to construction of the extension of Tang Blvd., possible signalization of Tang Blvd. intersection and rights and restrictions on the use of their respective real estate (“Private Development Agreement”):

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

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

2. **Authority.** This Agreement is made pursuant to and in accordance with the provisions of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) including but not limited to the authority granted to the Village, inter alia, to annex territory pursuant to §7-1-1 et seq. thereof; to make agreements therefor, pursuant to §11-15.1 thereof; to approve zoning map amendments pursuant to §11-13-1 et seq. thereof; to grant subdivision approvals pursuant to §11-13-7 thereof; to enter into contracts for the construction of sanitary sewer and public water facilities; and to accept dedications of land by easement or deed for public use.

3. **Petition to Annex.** Each Owner has filed with the Village a Petition to annex the Subject Property to the Village, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq.; a copy of each said Petition is attached hereto and incorporated herein as **Exhibit “A.”**

4. **Annexation.** The Village hereby agrees to annex the Subject Property upon the terms and conditions set forth in this Agreement.

5. **Zoning and Subdivision Approvals.**

(a) The Village agrees to classify the property in the following zoning districts in the Village:

i) In the Highway Commercial Zoning District, the following legally described portion of the Subject Property (a portion of the Love’s Property):

Situate in the West ½ of the Southeast ¼ of Section 3, lying North of the North Line of the Right of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found

Right-of-Way monument of Toll Road I-90, thence along a line the following eight (8) courses: South 21°54'31" West, a distance of 848.58 feet to a point, South 89°58'14" West, a distance of 443.75 feet to a point, South 00°13'20" East, a distance of 265.41 feet to a point, North 84°06'18" West, a distance of 268.83 feet to a point, North 68°46'27" West, a distance of 33.55 feet to a point, North 00°00'00" West, a distance of 1545.75 feet to a point, North 89°58'15" East, a distance of 776.18 feet to a point, South 37°03'24" East, a distance of 398.24 feet to a point, Thence South 11°00'49" East, a distance of 219.20 feet to the Point of Beginning.

Containing 29.63 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of Sec. 3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008  
Common Address: SW Corner of US Highway 20 and I-90 Ramps,  
Hampshire, Illinois.

ii) In the Highway Commercial Zoning District, the following legally described portion of the Subject Property (the Roadway Parcel):

That part of the North half of the Northeast Quarter of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at a iron pipe found at the Southeast corner of the Northeast Quarter of said section per Document Number 95K018749; thence North 00 degrees 37 minutes 09 seconds West along the East line the said Northeast Quarter, a distance of 1338.40 feet; thence South 89 degrees 55 minutes 22 seconds West along the South line of the North half of said Northeast Quarter, a distance of 1407.96 feet to the Point of Beginning; thence continuing South 89 degrees 55 minutes 22 seconds West along said line, 110.12 feet; thence North 44 degrees 59 minutes 10 seconds East, 42.71 feet; thence North 00 degrees 00 minutes 00 seconds West, 170.60 feet; thence northeasterly 288.02 feet along a curve to the right having a radius of 333.00 feet (chord bears North 24 degrees 46 minutes 41 seconds East, 279.12 feet); thence North 49 degrees 33 minutes 22 seconds East, 82.97 feet; thence North 08 degrees 41 minutes 58 seconds East, 86.77 feet to a point on the southwesterly line of route 20 per Document Number 153188; thence South 40 degrees 26 minutes 24 seconds East along said line, 146.53 feet; thence South 70 degrees 34 minutes 18 seconds West, 66.28 feet; thence South 49 degrees 33 minutes 22 seconds West, 86.71 feet; thence southwesterly 230.93 feet along a curve to the left having a radius of 267.00 feet (chord bears South 24 degrees 46 minutes 41 seconds West, 223.80 feet); thence South 00 degrees 00 minutes 00 seconds East, 177.89 feet; thence South 31 degrees 27 minutes 05 seconds East, 26.69 feet to the Point of Beginning, containing 43,392 square feet, in Kane County, Illinois.

DEC. 18, 2017

PIN: A portion of 01-03-200-017

Common Address: SW Corner of US Highway 20 and I-90 Ramps,  
Hampshire, Illinois.

iii) In the Highway Commercial Zoning District, the following legally described portion of the Subject Property (the Parcel 4-Triangle Parcel):

That part of the North half of the Northeast Quarter of Section 3, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: commencing at a iron pipe found at the Southeast corner of the Northeast Quarter of said section per Document Number 95K018749; thence North 00 degrees 37 minutes 09 seconds West along the East line the said Northeast Quarter, a distance of 1338.40 feet; thence South 89 degrees 55 minutes 22 seconds West along the South line of the North half of said Northeast Quarter, a distance of 842.59 feet to a point on the southwesterly line of Route 20 per Document Number 827853 also being the Point of Beginning; thence continuing South 89 degrees 55 minutes 22 seconds West along said line, 565.37 feet; thence North 31 degrees 27 minutes 05 seconds West, 26.69 feet; thence North 00 degrees 00 minutes 00 seconds East, 177.89 feet; thence northeasterly 230.93 feet along a curve to the right having a radius of 267.00 feet (chord bears North 24 degrees 46 minutes 41 seconds East, 223.80 feet); thence North 49 degrees 33 minutes 22 seconds East, 86.71 feet; thence North 70 degrees 34 minutes 18 seconds East, 66.28 feet to a point on the southwesterly line of route 20 per Document Number 153188; thence South 40 degrees 26 minutes 24 seconds East along said line, 26.17 feet; thence South 49 degrees 33 minutes 36 seconds West, 20.00 feet to the southwesterly line of route 20 per Document Number 827853; thence South 40 degrees 26 minutes 24 seconds East along said line, 75.00 feet; thence South 38 degrees 04 minutes 18 seconds East along said line, 497.21 feet to the Point of Beginning, containing 171,418 square feet, in Kane County, Illinois.

PIN: A portion of 01-03-200-017

Common Address: SW Corner of US Highway 20 and I-90 Ramps,  
Hampshire, Illinois.

iv) In the M-1 Restricted Industrial Zoning District, the following legally described portion of the Subject Property (a portion of the Love's Property):

Situate in the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 3, lying North of the North Line of the Right of Way of the Northern Illinois Toll Highway, in the Township of Hampshire, Kane County, Illinois. Beginning at a found iron rod at the intersection of northerly Right-of-Way line of Toll Road I-90, and the westerly line of Section 3; Thence along a line the following four (4) courses: North  $00^{\circ}16'56''$  West, a distance of 82.85 feet to a point, North  $89^{\circ}58'15''$  East, a distance of 3669.85 feet to a point, South  $00^{\circ}00'00''$

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East, a distance of 1545.75 feet to a point, North 68°46'27" West, a distance of 622.12 feet to a point, Thence North 68°11'56" West, a distance of 3327.51 feet to the Point of Beginning.

Containing 68.83 Acres of land and being subject to all other easements, encumbrances, agreements, reservations, restrictions and interest that may affect the easement as described. North and Bearing system based on the North Line of the Northwest ¼ of SEC.3-42-6.

PINs: 01-03-100-005, 01-03-200-008, 01-03-400-008  
Common Address: SW Corner of US Highway 20 and I-90 Ramps,  
Hampshire, Illinois

(b) The Village agrees to permit the Subject Property to be developed substantially in accordance with, and as legally described in, the Preliminary Plan attached hereto as Exhibit "B" (the "Preliminary Plan"); and the Preliminary Engineering Plans prepared by CESO, Inc., dated \_\_\_\_\_ which plans are generally referred to herein as Exhibit "C," the cover page of which is attached hereto for recording purposes and which plans are available in their entirety at the office of the Village Engineer (the "Preliminary Engineering Plans"); and the Landscape Plans prepared by \_\_\_\_\_ dated \_\_\_\_\_, which plans are generally referred to herein as Exhibit "D," the cover page of which is attached hereto for recording purposes and which plans are available in their entirety at the office of the Village Engineer (the "Landscape Plans," and together with the Preliminary Plan and Preliminary Engineering Plans, the "Plans"). The Village shall grant all necessary approvals upon proper application therefor and in accordance with the required procedures in order to permit development of the Subject Property in substantial conformity with said Plans.

(c) Construction may be phased on the Subject Property. Each phase shall connect directly to a completed street or highway. No person or entity shall commence construction on a second or succeeding phase within the Subject Property if that person or entity is in default of any obligation to the Village. This prohibition shall apply only to the person or entity in default.

(d) The Village shall approve the Preliminary Plat of Subdivision by separate Resolution enacted promptly after request therefor by the applicable Owner.

(e) The Village shall, pursuant to the procedures and standards set forth in the Subdivision Regulations of the Village Code and after submittal of a final plat of subdivision for all or any portion of the Subject Property, approve any such final plat of subdivision which is in compliance with the requirements of the Village's Subdivision regulations and in substantial conformance with the Preliminary Plan.

(f) In the course of seeking approval of any final plat of subdivision of the Subject Property, the applicable Owner may at its sole cost and expense seek additional zoning approvals and subdivision variations, which approvals or variations shall be subject to Village approval in accordance with all applicable Village codes and ordinances, without the need for further amending this Agreement.

(g) Each Owner agrees that no lots shall be sold or buildings constructed on lots in any portion of the Subject Property for which a Final Plat of Subdivision has not yet been recorded. Notwithstanding the foregoing sentence to the contrary, Parcel 4-Triangle Parcel shall not require a Final Plat of Subdivision if said Parcel is developed as a single user development site.

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

(a) **Construction of Sewer Improvements.**

i) The applicable Owner shall construct the sanitary sewer improvements necessary to service its portion of the Subject Property and as depicted on Exhibit "C", at its sole cost and expense, including any cost for obtaining any and all permits necessary for construction of same.

ii) The applicable Owner shall post with the Village security in the form of a bond, letter of credit, or cash, in accordance with the requirements of the Village Code, for purposes of securing the performance of and payment for the work involved in constructing such Sewer Improvements.

(b) **Installation and Conveyance of Sanitary Sewer Mains.** Each Owner agrees to install and convey all sanitary sewer mains constructed on its applicable portion of the Subject Property after the Effective Date of this Agreement by mutually agreeable form bill of sale and the Village agrees to accept the same by Village Resolution, provided such improvements have been constructed in accordance with the provisions of this Agreement and the approved Plans.

(c) **On-Site Permits.** The applicable Owner shall be responsible for the cost of permits for on-site sanitary sewer main extensions attributable to the development of such Owner's portion of the Subject Property.

(d) **No Further Sanitary Sewer Improvements.** Except as otherwise specified in this Agreement, and except for construction of on-site sanitary sewer mains and related improvements, no Owner shall have any further obligation to construct any sanitary Sewer Improvements for the Subject Property.

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

(a) **Construction of Water Improvements.**

i) The applicable Owner shall construct the Water Improvements necessary to service its portion of the Subject Property and as depicted on Exhibit "C," at its sole cost and expense, including any cost for obtaining any and all permits necessary for construction of same.

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ii) The applicable Owner shall post with the Village security in the form of a bond, letter of credit, or cash, in accordance with the requirements of the Village Code, for purposes of securing the performance of and payment for the work involved in constructing such Water Improvements.

(b) Installation and Conveyance of Water Mains. Each Owner shall install and convey to the Village by mutually agreeable form bill of sale and the Village, by Resolution, shall accept all water mains Owner constructs on the Subject Property after the Effective Date of this Agreement, provided such improvements have been constructed in accordance with the provisions of this Agreement and the approved Plans

(c) On-Site Permits. The applicable Owner shall be responsible for the cost of permits for on-site water improvements attributable to the development of such Owner's portion of the Subject Property.

(d) No Further Water Improvements. Except as otherwise specified in this Agreement, and except for construction of any and all on-site water mains and related improvements, no Owner shall have any further obligations to construct any water improvements for the Subdivision and/or for Subject Property thereof.

8. FPA Amendment. The Parties acknowledge and agree that the Subject Property is not located within the Village's Facilities Planning Area ("FPA") as defined and recognized by the Illinois Environmental Protection Agency ("IEPA"); and that, current IEPA regulations do not require a formal amendment to said FPA, or to the Village's Facilities Plan, in order to serve the Subject Property with wastewater and water services. In the event that it is or becomes necessary to obtain approval of an amendment to the Village's FPA and/or Facilities Plan from IEPA in order to provide water and sewer services to the Subject Property, then the Village shall diligently pursue such amendment. Provided, Love's shall deposit such sum as shall be required by the Village as and for the professional fees of Love's engineer and/or surveyor engaged for the project and any costs incurred in the process of applying for and obtaining approval of an appropriate amendment for such purposes.

9. Storm Sewers in the Subdivision The applicable Owner shall construct, and after acceptance thereof by the Village, convey to the Village by mutually agreeable form of bill of sale, all of such Owner's right, title, and interest in and to any and all storm sewers and any related public drainage improvements constructed on such Owner's portion of the Subject Property after the Effective Date of this Agreement; and the Village shall accept said storm sewers and related improvements by an appropriate Resolution, provided such storm sewers and related improvements have been constructed in accordance with the provisions of this Agreement and the approved Plans. Any Storm Sewers or stormwater detention facilities that may be required for the installation of the public road on the Roadway Parcel shall be designed by, constructed by and paid by Love's.



**10. Recaptures to be Paid in Relation to Development of the Subject Property.**

The Village acknowledges and agrees that there are no reimbursements or recapture payments due from any Owner as a result of improvements constructed by any third party which would benefit the Subject Property, and that the Village shall not approve any other recapture agreements or ordinances which burden any Owner or the Subject Property with any reimbursement or recapture obligation without such Owner's prior written consent, which consent may be given or withheld in such Owner's sole and absolute discretion.

**11. Impact Fees / Off-Site Improvements.**

(a) The Parties acknowledge and agree that so long as development of the Subject Property is for commercial buildings and purposes, there are no developmental impact fees due to the Village on account of the proposed development.

(b) The County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee, and each Owner shall be and is required to pay such fee as required by the County Ordinance or as otherwise agreed by Kane County. Each Owner shall pay the County Transportation Fee as due under the County Stormwater Ordinance, and shall file with the Village a receipt evidencing payment of such fee as a condition of issuance of any building permit by the Village.

**12. Road, Street and Utility Construction Standards.**

(a) The applicable Owner shall construct streets and roads necessary to provide access to and from its portion of the Subject Property, including but not limited to any improvements to the intersection of Tang Blvd. and US Highway 20 which may be required by IDOT and/or the Village; provided, such specific improvements related to Tang Blvd. shall be constructed by Love's, at its cost and expense, in connection with the development of the Love's Property. Each street right-of-way shall be dedicated to the Village in a final plat of subdivision or by deed of dedication if the improvement is not a part of a subdivision, and the Village agrees that said roads shall be constructed in accordance with the specifications contained in Exhibit "G."

(b) Each applicable Owner shall have the right, but not the obligation, to install the final lift or surface course to roadways within any phase of the Subject Property during the year that the binder course is installed subject to the Village Engineer's approval. After completion of the construction and/or acceptance of any street or road by the Village, and if construction traffic of an Owner, its agents or employees continues to utilize its street or road, such Owner shall be responsible for keeping the street or road free from construction debris, and further such Owner shall be responsible for repair or damages to the street or road caused by such construction traffic of its agent and employees. Acceptance of said roads shall be as provided for in Paragraph 13 below.

(c) From and after the time of acceptance of any roadway improvements by the Village, the Village shall then maintain said improvements, subject to the requirement that the applicable Owner which constructed or caused the construction of such roadway

improvements provide a maintenance bond for a period of two (2) years after such acceptance.

(d) Each applicable Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site.

(i) Accordingly, each applicable Owner shall perform the following tasks:

1. Inspect and clean the streets and roadways adjacent to and within 1,000 feet of such Owner's construction site as needed during each week while construction is occurring on said site.
2. Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.
3. At all times prior to issuance of a Certificate of Completion by the Village for any street constructed in the Subdivision, within twelve (12) hours following an accumulation of one (1") inch or more of snow thereon in any eight (8) hour period, cause such street to be plowed and such snow cleared therefrom.
4. In the event that the Village certifies completion of any such street between November 1 of any given year and April 1 of the following year, such Owner shall continue to provide snow removal for said streets throughout such period.

(ii) As security for such obligations, and as a condition of approval of a Final Plat for all or any part of the Subject Property, or the issuance of any grading permit as the case may be, each applicable Owner shall make a deposit with the Village Clerk in the sum of Five Thousand (\$5,000.00) Dollars as and for a "Site Control Escrow."

(iii) In the event an applicable Owner fails to remove snow from the streets, mow weeds, pick up debris, or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Agreement, or within twenty-four (24) hours after receipt of notice from the Village of such Owner's failure to comply with the provisions of this Agreement, then the Village may perform, or contract with others to perform, such undertaking and deduct from the Site Control Escrow the costs thereof.

(iv) Each Owner shall, within fifteen (15) business days following written notice of such expenditure from the Village, replenish the applicable Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the applicable Site Control Escrow a sum equal to Five Thousand (\$5,000.00) Dollars.

(iv) Within fifteen (15) business days following final acceptance of all public improvements, any sum then remaining on deposit with the Village for Site

Control Escrow pursuant to this Section shall be returned to the applicable Owner.

(e) Each applicable Owner shall provide adequate lighting of public streets within its portion of the Subject Property in accordance with the Hampshire Municipal Code, Section 7-3-8 and the applicable light standard prescribed by the Village. Upon installation and acceptance by the Village, the Village shall be responsible for maintenance of said lighting, subject to the requirement that the Owner which installed or caused the installation of such lighting provide a maintenance bond for a period of two (2) years after such acceptance.

(f) The design standards for streetlights, street signs, traffic signs, and any fences along any public street or surrounding any water feature, shall be consistent with the design standards attached as Group Exhibit "H."

(i) Temporary or permanent street signs shall be installed throughout a phase or unit of the development on the Subject Property and any street or streets leading into such phase or unit prior to the issuance of any building permit for a building to be located in such phase or unit.

(ii) The design of any temporary street sign shall be subject to the review and approval of the Village Engineer.

(iii) Permanent street signs, traffic control signs, and streetlights shall be installed and shall be fully operational throughout a phase or unit of the development on the Subject Property prior to the issuance of any certificate of occupancy for a building located in such phase or unit.

(g) No sidewalk and no bituminous surface course for any street in the development on the Subject Property shall be installed at any time before April 15 or after December 1 in any calendar year unless approved by the Village Engineer.

(h) Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any and all improvements required by the Village or IDOT, as applicable, in connection with the initial construction, expansion, and extension of Tang Boulevard and the development of the Love's Property shall be constructed by Love's, at Love's sole cost and expense, regardless of on which parcel of the Subject Property such improvements will be located. Each Party agrees to reasonably cooperate with Love's in connection with the same including, without limitation, granting reasonable rights of access or temporary easements to the applicable portions of the Subject Property necessary to Love's to complete the construction of any such improvements.

(i) The Private Development Agreement identified in the Recitals pertains to the duties and obligations among the parties for the annexation and development of their respective real estate. In the event there are any conflicts of terms, conditions or obligations between this Agreement and the Development Agreement on a similar subject matter, then this Agreement shall prevail.

13. Public Improvements - Security and Acceptance.

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

(b) The security to be provided by an Owner for public improvements benefiting an individual phase or unit of development within the Subject Property shall be in accordance with the requirements of Village Code, for the purposes of securing performance of and payment for the work. Such security shall be in the form of performance and payment bonds or letters of credit, as an Owner may elect, provided however that the form of said bonds or letters of credit shall be subject to review and approval by the Village Attorney, which approval shall not unreasonably be withheld or delayed.

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

(d) The security posted by an Owner may be reduced by the Village from time to time, upon request by such Owner and as public improvements within the Subject Property are completed, approved by the Village Engineer, and paid for, and prior to the acceptance of such improvements by the Village. The Village shall review any request for reduction of the security within forty-five (45) days of receipt of a request therefor, or within forty-five (45) days of the Village's receipt of the last document(s) required to support such reduction. If the request is denied, the Village shall provide such Owner with a written statement specifying the reasons for the denial of the request, including specifications of the requirements of law or the requirements of this Agreement which the request or supporting documents fails to meet. The Village shall reduce such security upon such Owner's compliance with said requirements. No more than four (4) requests for reductions shall be made for any phase or unit of the development in any twelve (12) month period.

(e) In addition, each Owner shall comply with the requirements contained in the Village's Subdivision Control Ordinance pertaining to the bonding requirement for maintenance after acceptance of public improvements.

(f) Upon the sale and transfer of any portion of the Subject Property, the selling Owner may be released from the obligation secured by its security instrument for public improvements, on the condition that the Village approves and accepts substitute security from the purchaser, transferor, assignor, or other successor to such Owner.

(g) Upon request of an Owner for a Certificate of Completion ("Certificate of Completion"), the Village Engineer, within forty-five (45) days shall inspect the improvements subject to the request and either issue a Certificate of Completion or a punchlist of items that need to be completed to obtain such Certificate. Upon such Owner's compliance with the deficiencies identified as the basis for denying the Certificate of Completion, the Village shall as soon as practicable thereafter issue such Certificate of Completion. The Village shall re-inspect, consider acceptance and accept public improvements subject to the Certificate of Completion only after two (2) years following the issuance of the Certificate of Completion. Upon acceptance of the public improvements, the Village shall be responsible for the ownership and maintenance of said public improvements, subject to the requirement that the Owner which installed or caused the installation of such public improvements provide a maintenance bond for a period of two (2) years after such acceptance.

(h) In the event that the owner(s) of an adjacent property ("Adjacent Property Owner") requires connection to any watermains and/or sanitary sewer lines located on the Subject Property, then upon the Village's request, the applicable Owner of such portion of the Subject Property shall grant a right of access onto the Subject Property to such Adjacent Property Owner to allow such connection to be constructed by the Adjacent Property Owner at the cost of such Adjacent Property Owner; provided, however, in no event shall an Owner be required to grant any easement that would unreasonably interfere with the development or operation of such Owner's portion of the Subject Property. In the event that an Owner has not at the time extended same to the boundary line of its portion of the Subject Property, the cost of extending any such watermains or sanitary sewer lines to the boundary of such Owner's property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner; provided, the Adjacent Property Owner shall have a right of recapture from such Owner as to any benefit resulting to such Owner, running to the benefit of the Adjacent Property Owner. The right of access set forth herein shall be conditioned on the Adjacent Property Owner delivering to the applicable Owner adequate insurance and indemnity as to any work to be performed on such Owner's property. Nothing herein shall require an Owner to construct watermains and sanitary sewer lines to the boundaries of its portion of the Subject Property unless said extensions are necessary to complete a system or make it self-contained or unless a final development plan and final engineering plan shall encompass the area in which any such lines are to be located; the Village has approved the extension of such lines; and such Owner has commenced the development of such area.

**14. Site Development Work/Temporary Facilities/Interim Uses.**

(a) After the adoption of an ordinance or ordinance approving the re-zoning and/or a resolution approving a preliminary plat for the entire Subject Property, but prior to the approval of any final plat of subdivision for, or the availability of public improvements on, the Subject Property, an Owner shall have the right, at its own risk, to install or erect a construction office or trailer, with a parking lot, on such Owner's portion of the Subject Property, but only after obtaining all applicable permits therefor from the Village; and provided, however, that no such structure shall be within 15 feet of any property line of such Owner's portion of the Subject Property, and provided further that the location of any trailers shall be subject to Village approval, which approval shall not unreasonably be withheld.

(b) Any time after the execution of this Agreement, and prior to approval of any final plat of subdivision for the Subject Property, or any part(s) thereof, an Owner may undertake excavation, mass grading, erosion and sedimentation control, stormwater retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon such Owner's portion of the Subject Property or portions thereof; provided, however, that such Owner shall undertake such work at its own risk. No Owner shall undertake such work except with the Village Engineer's prior approval of appropriate plans containing sufficient information to demonstrate that the work will be accomplished in accordance with sound engineering practices. The Village Engineer's prior approval shall be evidenced by the issuance of a mass grading permit. Any earthwork performed pursuant to this Paragraph shall be subject to the requirements of Exhibit "I" attached hereto and incorporated herein by this reference. Additionally, an Owner shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved final engineering plans for the applicable portion of the Subject Property. Prior to commencing work hereunder, an Owner shall also obtain all necessary permits for such work from any applicable government agency other than the Village, and evidence same to the Village. Each Owner agrees to indemnify, defend and hold harmless the Village and its Corporate Authorities, officers, agents, employees and consultants (collectively, the "Indemnitees") from all claims, demands, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the mass Grading and Site Development Work permitted under this sub-paragraph.

(c) The property is currently used for farming, and has no residential or other structure(s) thereon. Farming, including the rental of land for farmland operations, shall be allowed as an interim use on the Subject Property. No other interim uses shall be permitted.

(d) Construction activities on the Subject Property shall be conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. There shall be no construction activities on Sunday.

(e) Any wetlands on the Subject Property shall be properly delineated in accordance with applicable regulations, and thereafter shall be governed by the regulations applicable to the delineated area.

(f) Each Owner shall at its sole expense utilize such erosion control measures for any work on the site as are reasonably deemed necessary by best practices, or by the Village

Engineer. Each Owner shall also be responsible for compliance with the requirements of any applicable NPDES regulations or permit pertaining to its portion of the Subject Property.

15. **Landscaping.** Plantings on the site shall conform to the Landscape Plan (Exhibit "D").

16. **Building Permits.** Each Owner may submit applications for building permits prior to the approval of a final plat for the Subject Property or a portion thereof; provided, however, that no construction shall commence except on a lot created pursuant to an approved and recorded final plat of subdivision which is accessible via a roadway improved with at least a binder course.

17. **Signage.** Each Owner shall comply with applicable signage rules and regulations for such Owner's portion of the Subject Property; provided, however, the Village acknowledges that for the portion of the Subject Property being acquired by Love's from the Sellers, Love's shall require building, directional, and high-rise signage consistent with Love's signage package requirements for its similar full-service travel stop facilities (collectively, the "Love's Signage Package"). In the event the current signage rules and regulations (including, without limitation, any zoning regulations) applicable to the portion of the Subject Property to be operated by Love's as a full-service travel stop do not permit the Love's Signage Package, then the Village shall cooperate with Love's to obtain a variance to such rules and regulations (or other legal means of authorizing the Love's Signage Package), as may be reasonably satisfactory to Love's.

18. **Occupancy Certificates.**

(a) Upon application therefor, the Village shall consider and when appropriate issue a certificate of occupancy for any building constructed on the Subject Property.

(b) Street signs, traffic control signs and streetlights shall be installed and be fully operational throughout a phase of development on the Subject Property prior to the issuance of any certificate of occupancy for any structure constructed in such phase.

19. **Village Codes and Ordinances.**

(a) Except as specifically modified pursuant to this Agreement, and/or in the Preliminary Plan, the Preliminary Engineering Plans and the exhibits attached hereto, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village in effect as of the Effective Date of this Agreement.

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

**20. Defense.**

(a) The Village agrees to cooperate with each Owner in the defense of this Agreement, the annexation, the zoning, and the preliminary and final subdivision plat approval against any lawsuit(s) brought by any person or persons, including any other governmental body, challenging the same.

(b) In the event of any such challenge, an Owner may elect to appear and defend the litigation, or may tender such defense to the Village. If an Owner elects to appear and defend, the Village may also be represented by counsel of its choosing. In any event, the applicable Owner shall reimburse the Village for the reasonable costs incurred by the Village in such defense, including reasonable attorneys' fees, and fees for consultants or other professionals reasonably necessary in the sole discretion of the Village for such defense.

(c) If an Owner tenders defense of any such action to the Village, the Village and such Owner shall by mutual agreement select an attorney to represent them, so long as there is no conflict between their respective positions. In the event of any conflict, then each party may be represented by its own counsel, per sub-paragraph (b) above. The Village and such Owner will cooperate with each other in connection with the litigation.

(d) An Owner shall reimburse to the Village all of the Village's reasonable costs and expenses including that of attorneys, consultants and other professionals related to the enforcement of the terms of any settlement agreement.

**21. Reimbursement of Village Expenses and Consultant Fees.** The applicable Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable for review of all or any part of the design, plans, agreements, or any other element or feature of the development, including this Annexation Agreement, in accordance with the applicable provisions of the Village Code as they relate to such Owner's portion of the Subject Property. Such costs shall be billed by the Village and payable by such Owner in accordance with the then-applicable provisions of the Village Code. The obligation of an Owner shall include depositing such sum or sums with the Village Clerk to secure payment of such fees as is required by written Village policy in effect at the time of approval of this Agreement.

**22. Term of Agreement.** This Agreement shall remain in full force and effect until the earlier of the following (the "Term"):

(a) the completion and acceptance of all public improvements and the issuance of the last certificate of occupancy by the Village for the last building located on the Subject Property, or

(b) the twenty (20) year anniversary of the Effective Date of this Agreement.

**22. Amendments.** The Village and an Owner may, by mutual consent, agree in writing to amend the terms and provisions of this Agreement. However, only the written approval of the legal title holder of an interest in the property subject to the amendment (the legal title holder of



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the property subject to the amendment) shall be required to effect such amendment. No purported oral amendment to the Agreement shall be binding or enforceable.

**23. Notices.**

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

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

With a copy to: Mark Schuster, Esq.  
Village Attorney  
Bazos, Freeman, Kramer, Schuster & Braithwaite LLC  
1250 Larkin Avenue - Suite 100  
Elgin, IL 60123

To Bicknese Seller Group: Bicknese Seller Group  
c/o

To Melms: Dale E. Melms and Jacqueline Melms.

To Gin: Gin Family Partnership, LLC  
2343 W. Harrison Street, Unit 3  
Chicago, IL 60612

With a copy to: Charles A. Radovich  
Radovich Law Office  
P.O. Box 464  
Geneva, IL 60134

To Love's: Love's Travel Stops & Country Stores, Inc.  
10601 N. Pennsylvania Ave.  
Oklahoma City, OK 73120  
*Attention: Chad Bruner, Real Estate Project Manager*

With a copy to: Love's Travel Stops & Country Stores, Inc.  
10601 N. Pennsylvania Ave.  
Oklahoma City, OK 73120

Attn: Legal Dept.

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

**24. Mutual Assistance.**

(a) The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

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

**25. Remedies.**

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

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

(d) If any Party shall fail to perform any of its material obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the Party affected by such default shall have the right (but not

the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

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

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

(g) Any stop order directing work stoppage on buildings or improvements on the Subject Property or any part thereof shall set forth in detail the reasons for such stop order and shall cite the provisions of law on which the Village is relying for issuance of such stop order. In the event a stop order is issued as to any part of the work, other trades on the site engaged in any other part of the work not affected by the defective work shall be permitted to continue work. Upon correction of the defect(s) noted, and the request to the Building Inspector or Village Engineer, as the case may be, for a re-inspection, the Village shall re-inspect as soon as practicable thereafter, and if the defects is/are cured, the Village shall withdraw the stop order. In the event there are multiple owners of the Subject Property at the time, any stop order shall be directed only to the owner responsible for the alleged violation and/or to the unit or the development where the alleged violation exists.

**26. Successors and Assigns.**

(a) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns, including, without limitation, successor purchasers, grantees, and transferees of the Subject Property, including but not limited to Love's Travel Stops and Country Stores, Inc., as purchaser, and upon successor corporate authorities of the Village. To this end, this Agreement shall run with the land.

(b) Notwithstanding and in addition to the foregoing, the Village acknowledges and agrees that the Sellers do not intend to act as builder or developer for their applicable portions of the Subject Property, but intend rather to sell and convey the Love's Property to Love's for development. Furthermore, it is understood and agreed that Love's may sell or convey various portions of the Love's Property to third parties for construction and/or development. Each Owner, and Love's as prospective Owner, acknowledge that each Owner, and each prospective owner of all or any portion of the Subject Property, and their respective, successors, agents and assigns, must comply with all of the terms of this Agreement. With the exception of the conveyance of the Love's Property from the Sellers to Love's, for which the following requirements are deemed to have been satisfied, if an Owner transfers, or assigns and delegates, its right and obligations under this Agreement to a third party for all or any portion of the Subject Property, and if such Owner, by written notice delivered to the Village in accordance

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with the notice provisions of this Annexation Agreement, provides the Village Clerk the name and address of such third party and identifies the portion of the Subject Property that has been sold, conveyed, or assigned, and if such Owner delivers to the Village Clerk: (i) written evidence of such third party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event such Owner shall no longer have any liability or responsibility for the obligations which have been so transferred. Provided, however, to conclude and to evidence such release of liability or responsibility, an Owner shall make a request for, and Village upon satisfaction of the conditions expressed in this Paragraph 26 shall issue a release document to such Owner, and no release shall be deemed effective unless and until issuance and delivery of such release document.

(c) It is acknowledged and agreed that annexation of the Subject Property shall not occur unless and until sale and conveyance of the Love's Property by the Sellers to Love's has been consummated. The Sellers shall notify the Village in writing that such sale and conveyance has been consummated and promptly after receipt of such notice, the Village shall by appropriate Ordinance and/or Resolution i) conclude the annexation of the property; ii) classify the property in the Zoning Districts requested by the Owners in the Petition for Map Amendment; iii) afford any other zoning relief requested by the Owners by way of special use and/or variations; and iv) approve the Preliminary Plan of Subdivision.

27. **Liability of Corporate Authorities.** The Parties hereto acknowledge and agree that the individuals who are members of the corporate authorities entering into this Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever for such action.

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

29. **Severability.** If this Agreement or any provision hereof is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the terms of the remaining provisions contained herein, unless the Parties mutually deem the provision to be material to this Agreement. The Parties hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

30. **Integration.** This Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Subject Property. All prior discussions, understandings and agreements pertaining such rezoning, subdivision and development are expressly merged into and superseded by this Agreement.

31. **Rules of Construction.** In construing this Agreement, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean

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business days. If the date for the giving of any notice required or permitted to be given, the occurrence of any event, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice, occurrence or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

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

**LOVE'S:**

**LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.,** an Oklahoma corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

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

**VILLAGE:**

**VILLAGE OF HAMPSHIRE**

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

**ATTEST:**

By: \_\_\_\_\_  
Linda Vasquez  
Village Clerk



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

**BICKNESE SELLER GROUP:**

\_\_\_\_\_  
Evelyn Bicknese, an individual

\_\_\_\_\_  
Lorraine Lenschow, an individual

\_\_\_\_\_  
Marilyn Kunde, an individual

\_\_\_\_\_  
Arlene Bickelhaupt, an individual

\_\_\_\_\_  
Roger Henning, an individual

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

MELMS:

THE DALE E. AND JACQUELINE  
MELMS TRUST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_



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

**GIN:**

**GIN FAMILY LIMITED PARTNERSHIP,**  
an Illinois limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Exhibits

Exhibit "A"	Petition to Annex
Exhibit "B"	Preliminary Plat of Subdivision
Exhibit "C"	Preliminary Engineering Plans
Exhibit "D"	Landscape Plans
Exhibit "E"	Sewer Improvements
Exhibit "F"	Water Improvements
Exhibit "G"	Road / Street Specifications.
Exhibit "H"	Design Standards for Streetlights, Street Signs, Traffic Signs and Fences.
Exhibit "I"	Standards for Earth Work.