

THIS INSTRUMENT PREPARED BY:

*James M. Vasselli, Esq.
Ottoosen DiNolfo Hasenbalg & Castaldo
1804 Naper Blvd., Suite 350
Naperville, Illinois 60563*

THE ABOVE SPACE FOR RECORDER'S USE

ANNEXATION AGREEMENT

BETWEEN

THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

AND

**CHICAGO TITLE AND TRUST COMPANY AS SUCCESSOR TRUSTEE TO HARRIS
TRUST AND SAVINGS BANK OF BARRINGTON,
(as trustee under provisions of Trust Agreement
dated April 8, 2004, and known as Trust No. HTB-1464 for the Shirelands and Light Real
Estate LLC as beneficiaries); L. B. ANDERSEN & CO., INC., and LEAH RAE LIGHT (as
trustee of WS-Trust)**

(For the land located northeast of US Highway 20, and north of I-90, in Hampshire Township,
Kane County and Coral Township, McHenry County, IL and further described herein)

RETURN TO: Village Clerk, Village of Hampshire, Village Hall, 234 South State Street, PO Box 457,
Hampshire, IL 60140-0457.

ANNEXATION AGREEMENT

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ANNEXATION AGREEMENT

This Annexation Agreement (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2023 (“**Effective Date**”) by and between, CHICAGO TITLE AND TRUST COMPANY AS SUCCESSOR TRUSTEE TO HARRIS TRUST AND SAVINGS BANK OF BARRINGTON (as trustee under provisions of Trust Agreement, dated April 8, 2004, and known as Trust No. HTB-1464 for the Shirelands and Light Real Estate LLC, as beneficiaries); L. B. ANDERSEN & CO., INC., and LEAH RAE LIGHT (as trustee of WS-Trust) (collectively, the “**Owner**”) and the Village of Hampshire, Kane County, Illinois (the “**Village**”). The Village and the Owner are from time to time referred to herein as the “**Parties**” or a “**Party**” for convenience purposes only.

WITNESSETH:

WHEREAS, the Village is an Illinois non-home rule municipal corporation operating under the Constitution of the State of Illinois of 1970, the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) (the “**Illinois Municipal Code**”) and the Municipal Code of Hampshire of 1985 (the “**Village Code**”), including Chapter 6 of the Village Code, which is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “**Zoning Ordinance**”); and

WHEREAS, the Village is governed by the President of the Village (the “**President**”) and the Board of Trustees of the Village (the “**Village Board**” and with the President, the “**Corporate Authorities**”), and an appointed Village Manager is the chief administrator of the Village and discharges the day-to-day operations of the Village; and

WHEREAS, the Village and the Owner desire to enter into this Agreement providing *inter alia* for the annexation and establishment of a certain zoning classification all relating to certain parcels of territory (the “**Subject Property**”) legally described on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 11-15.1-4 of the Illinois Municipal Code, this Agreement shall be binding on any successor owner of the Subject Property and, therefore, the term Owner shall mean and include any successor in interest of the Owner; and

WHEREAS, the Subject Property is located in McHenry and Kane Counties, is adjacent and contiguous to the Village and is not situated within the corporate limits of any other municipality; and

WHEREAS, in accordance with Section 7-1-8 of the Illinois Municipal Code, the Owner and/or authorized designee(s) filed petitions for annexation for the Subject Property (the “**Annexation Petitions**”) with the Village Clerk; and

WHEREAS, the Annexation Petitions are signed by the Owner under oath, state that no electors reside on the Subject Property or that at least fifty-one (51%) the electors residing therein join in the Annexation Petition(s) and request that the Village annex the Subject Property; and

WHEREAS, the Owner desires to annex the Subject Property to cause the Subject Property to be developed in accordance with Requirements of Law (as defined below); and

WHEREAS, a portion of the Subject Property is currently being used for agricultural purposes, which use shall be allowed to continue as set forth herein; and

WHEREAS, Light Real Estate LLC submitted petitions/applications to the Village (the “**Zoning Applications**”) requesting zoning map amendments/rezoning to rezone the Subject Property from an E-1 Estate district (which is the zoning classification upon annexation) to an O-M Office and Restricted Manufacturing district (the “**Zoning Relief**”); and

WHEREAS, Light Real Estate LLC also requested to potentially develop and use the Subject Property to allow the outdoor storage of vehicles, or parts of vehicles; and

WHEREAS, pursuant to the Zoning Ordinance, the following are permitted uses in the O-M Office and Restricted Manufacturing district: (1) the storage of property, except of motor vehicles in operable condition, in structures; (2) off street loading and parking facilities for the storage of motor vehicles may be unenclosed if effectively screened; and (3) warehousing, storage and distribution facilities; and

WHEREAS, based on the foregoing, the Owner may store personal property, or parts thereof, on the Subject Property; provided the Owner complies with the conditions precedent set forth herein; and

WHEREAS, the Annexation Petitions and the Zoning Applications, attached hereto and incorporated herein as Group Exhibit B, contain affirmative evidence regarding the ownership and status of the Subject Property; and

WHEREAS, after required notices were given, such public hearings were conducted by the Village Board, the Planning and Zoning Commission of the Village (“**PZC**”) and/or other appropriate bodies of the Village as required by the Village Code and/or the Illinois Municipal Code for review and approval of such Zoning Relief and such Zoning Relief has been recommended to the Village Board/Corporate Authorities; and

WHEREAS, the Owner is anticipating that the Subject Property be developed and used as a logistics center, warehouse, storage facility and/or distribution center with accessory uses, such as offices, however, there are not currently end users for the Subject Property and, therefore, the Subject Property may be developed for other uses in accordance with the terms of this Agreement; and

WHEREAS, if the Owner of the Subject Property desires to use or develop the Subject Property, or a portion thereof, for uses allowed in the O-M Office and Restricted Manufacturing district, the Owner agrees to seek approval from the PZC and Village Board prior to starting construction; and

WHEREAS, if the Owner of the Subject Property desires to use or develop the Subject Property, or a portion therefore, for uses that are only allowed in the O-M Office and Restricted

Manufacturing district with a special use permit, the Owner of the Subject Property will have to obtain additional zoning approvals as required by the Village Code, including the Zoning Ordinance, in effect at the time the Owner is requesting such land use relief prior to starting construction; and

WHEREAS, since there are not end users for the Subject Property as of the Effective Date, the Parties agree and acknowledge that the development of the Subject Property may be undertaken by different developers, the development may be phased and various provisions of this Agreement may apply to certain phases at different times; notwithstanding the foregoing, the development of the Subject Property (and all portions thereof) shall be undertaken in accordance with the Requirements of Law in effect at the time(s) each portion of the Subject Property is developed, unless specifically modified by this Agreement or by a written agreement signed by the Owner (and any affiliated Owner) having entitlement benefits in that portion of the Subject Property; and

WHEREAS, all notices, publications, procedures, public hearings, and other matters required for the consideration and approval of this Agreement have been made, given, held, and performed by the Village as required by Article 7, Division 1 and Article 11, Division 15.1 of the Illinois Municipal Code, and all other applicable Requirements of Law; and

WHEREAS, this Agreement (or a proposed version thereof) was submitted to the Corporate Authorities and a public hearing was held on September 21, 2023, for public comment pursuant to proper notice, as provided by statute, including Section 11-15.1-3 of the Illinois Municipal Code; and

WHEREAS, after considering the evidence and testimony at the public hearing and other public hearings to consider the Zoning Relief, the Corporate Authorities reviewed the development in the area, considered this Agreement and determined that this Agreement will further the orderly growth of the Village, increase the assessed value of the property therein and is in the best interests of the Village and its residents and, therefore, desire to annex the Subject Property and grant the Zoning Relief as set forth herein; and

WHEREAS, the Parties have determined that the terms of the Agreement should include provisions concerning the infrastructure of the Subject Property, which is to be integrated into the Village's overall infrastructure system through the annexation and development of the Subject Property; and

WHEREAS, the Parties acknowledge that the PZC and the Village Board/Corporate Authorities will be required to approve all proposed site plans, concept plans and other documents required by the Requirements of Law prior to applicable permits, approvals or certificates being issued to any end users of the Subject Property; and

WHEREAS, the Village has considered the question of annexation of the Subject Property and has adopted a resolution or ordinance approving this Agreement and has authorized the execution thereof by a favorable vote of at least two-thirds (2/3rds) of the Corporate Authorities of the Village then holding office; and

WHEREAS, the Parties, consistent with Illinois law, have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The foregoing recitals are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement as if fully stated herein. All exhibits attached to this Agreement are incorporated herein by this reference. In case of a conflict between an exhibit and the text of this Agreement, the exhibit shall control.

2. **Annexation; Zoning Relief.**

A. **Ordinances Approving and Implementing this Agreement.** The Parties acknowledge that the Village has held all necessary hearings and the Village and/or the Owner has dispatched all required notices necessary for the Village to annex the Subject Property and grant the Zoning Relief to the Subject Property. Concurrently with the approval of this Agreement, the Village Board (or Corporate Authorities, if required) shall take all reasonable steps to adopt one or more ordinances or resolutions:

- (i) Approving the execution of this Agreement;
- (ii) Annexing the Subject Property (specifically including all adjacent unincorporated roads and highways) to the Village (the “**Annexation Ordinance**”);
- (iii) Granting the Zoning Relief by classifying the Subject Property in the Village’s O-M Office and Restricted Manufacturing zoning district; and
- (iv) Deemed necessary by the Village, in its reasonable discretion, to effectuate the intent of this Agreement.

The Village shall record and deposit the same as required by law. If required by law, the Owner shall complete the Kane-DuPage Soil & Water Conservation District’s land use opinion application (or other such opinions) and agrees to provide a copy of the same to the Village.

B. **Permanent Classification.** The Zoning Relief provided to the Subject Property in this Agreement shall create a permanent zoning classification for the Subject Property (unless amended by the Village at the Owner’s request) which shall remain in effect throughout the duration of this Agreement and thereafter until amended in the manner provided by law for the amendment of zoning classification and shall not expire at any time or upon the happening of any event or the failure of any event to occur, except as otherwise provided herein.

C. **Outside Storage; Conditions Precedent to Outside Storage.** In accordance with the uses permitted in O-M Office and Restricted Manufacturing district, the Owner may store vehicles, or parts thereof, outside on the Subject Property provided that prior to starting construction at the Subject Property, the Owner agrees to: (i) effectively screen vehicles, or parts thereof, with a

structure or structures as set forth in plans approved by the Village Engineer and/or Village Board in their reasonable discretion; and (ii) reimburse the Village for studies which are reasonable regarding the proposed use or end users of the Subject Property, the Owner shall reimburse the Village for one or more of the following studies: (a) pollution; (b) traffic/parking; (c) light; (d) sound; and/or (e) other studies as applicable as determined by the Village.

D. Police Power. Notwithstanding any conflicting term in this Agreement, the Village shall be permitted to pass ordinances, resolutions, rules, or regulations that have general applicability to real property within the Village or that relate to the health, safety and welfare of the Village and its residents and that apply to the entire Village. Notwithstanding any conflicting language set forth herein, the Village shall not be prohibited from enforcing its police power rights due to the terms of this Agreement or because of any approval or enactment contemplated hereunder.

E. Notices/Recordings.

- (i) The annexation of the Subject Property may not be effective unless proper service is had on any fire protection district (including the Hampshire Fire Protection District) and any public library district (including the Ella Johnson Memorial Public Library District) that the Subject Property is part of provided that the Village provides these services. The notice shall be (or has been) served at least ten (10) days prior to any action is taken for annexation and an affidavit of service (that complies with Section 7-1-1 of the Illinois Municipal Code) is properly filed. The Village shall file the required affidavit of service with the Kane County Recorder's Office (and the Kane County Clerk's Office, if required) and the McHenry County Recorder's Office (and the McHenry County Clerk's Office, if required).
- (ii) The Subject Property does include a highway under the jurisdiction of Hampshire Township. The Village shall notify the township commissioner of highways, the board of town trustees, the township supervisor, and the township clerk by certified or registered mail prior to any action is taken for annexation. If it is later discovered that the Subject Property includes any additional highways under the jurisdiction of a township, the Owner shall reimburse the Village for any and all costs the Village incurs in reimbursing the township for losses and liabilities caused by failing to provide proper notice to the township. Failure to provide notice as required in this Subsection shall not be deemed to be a breach of this Agreement.
- (iii) Within thirty (30) days of the Effective Date, the Village shall report, by certified or registered mail, that the Subject Property was annexed to the Village to the election authorities having jurisdiction in the territory, the department of transportation, and the post office branches serving the Subject Property.
- (iv) Within sixty (60) days of annexing the Subject Property to the Village, the Village shall record the following documents with the Kane County Clerk's Office, the Kane County Recorder's Office, the McHenry County Recorder's Office, and the

McHenry County Clerk's Office: (a) the Annexation Ordinance; (b) a copy of an accurate map of the Subject Property; and (c) this Agreement.

3. Applicable Codes and Laws.

A. Permits and Approvals. The Parties agree that the provisions of the Village Code, including: (i) Chapter 5, known as the Hampshire Building Regulations (the "**Hampshire Building Regulations**") ; (ii) the Zoning Ordinance; and (iii) Chapter 7, Subdivision Regulations (the "**Subdivision Regulations**"), in effect at the time any request is made or application for a permit or approval is requested shall apply to the future development of the Subject Property, except as otherwise specified in this Agreement and/or as waived, modified or varied in writing and agreed to by and between the Village and the requestor or applicant. All approvals governed by the Zoning Ordinance, Subdivision Regulations and site plan approvals shall require recommendation by the PZC prior to the Corporate Authorities/Village Board considers approval of the same and all such uses to be sited on the Subject Property shall be approved by the Corporate Authorities/Village Board prior to the Village issuing building permits for uses on the Subject Property. The Parties acknowledge that prior to the issuance of any certificates of occupancy, the Owner or a designee may be required to: (a) apply for and obtain necessary licenses and permits (including building, sidewalk, right-of way, stormwater management, development, and transportation permits) and pay related fees; (b) post all necessary bonds, deposits, letters of credit or guarantees, (c) submit all drawings and plans for the development of the Subject Property; and (d) receive all approvals, including site plan and environmental approvals or sign-offs; and (e) pass all inspections.

B. Compliance with Applicable Laws. The Owner acknowledges that the Owner and any successor applicant undertaking the future development of the Subject Property will need to apply for such permits and approvals as are required by the Requirements of Law, including the Village Code, as they read at the time of application. Except as otherwise agreed to in writing or varied by this Agreement, the Owner acknowledges and agrees to develop and use the Subject Property in accordance with the applicable provisions of the Illinois Municipal Code, the Village Code, including the Zoning Ordinance, the Subdivision Regulations, Chapter 13 of the Village Code regarding flood plain regulations, Chapter 15 of the Village Code regarding soil erosion and sediment control, the Hampshire Building Regulations, all other building codes adopted by the Village and all applicable federal, state, county and local laws, statutes, codes, ordinances, resolutions, mandates, procedures, practices, rules and regulations, including those of the U.S. Army Corps of Engineers, the Illinois Environmental Protection Agency ("**IEPA**"), the Illinois Department of Natural Resources ("**IDNR**"), the Kane County Department of Transportation ("**KDOT**"), the Illinois Department of Transportation ("**IDOT**") and the Kane-DuPage Soil & Water Conservation District (collectively, the "**Requirements of Law**"). If the Subject Property, or any portion thereof, is located in a floodplain, the Owner agrees to obtain any necessary permits or approvals from the IDNR, IEPA and the U.S. Army Corps of Engineers prior to beginning construction on the Subject Property.

4. Public Improvements. The Owner or developer of the Subject Property shall, at its sole expense, be responsible to provide such on-site and area-wide improvements in a legally compliant and lien-free manner as may reasonably be necessary to serve the Subject Property including, but not limited to, the following:

A. Adequate streets and roadways for the development and use of the Subject Property as discussed in Section 6 below.

B. Utilities. All utilities serving the Subject Property shall be installed underground.

C. The extension of on-site water mains and sanitary sewer lines as approved by the Village Engineer and the Village, so as to allow for appropriate extension of or improvements to the Village's water supply and distribution system and sanitary sewer system including, without limitation, the Higgins Road Lift Station.

D. Adequate stormwater management facilities sufficient to comply with the requirements Chapter 11 of the Village Code and the Owner affirmatively agrees to comply with all applicable provisions of Chapter 11 of the Village Code, which sets forth the Kane County stormwater ordinance, as amended from time to time.

5. **Signage.** All signage shall be in compliance with the applicable provisions of the Village Code. In addition, any permanent entry monument, bus shelter, landscape elements and improvements may be constructed within easements upon the Subject Property, or upon rights-of-way, provided in each case any such entry monument or improvement: (a) shall not interfere with public utilities; (b) shall not interfere with the Village's right to ingress, egress and access the easement or right-of-way in the event of emergency; (c) shall be maintained by a property owner's association or pursuant to a declaration of covenants; (d) shall not interfere with sight lines for traffic movements; and (e) shall include within the wording identifying the development the name "Hampshire." It is expressly acknowledged that the Owner shall be entitled by right to repair and use the existing billboard structure on the Subject Property.

6. **Roadways.**

A. The Owner shall provide adequate streets and roadways for the development and use of the Subject Property, as determined by the Village in its reasonable discretion. Each street right-of-way shall be depicted on applicable drawings/plans and shall be dedicated to the Village in the applicable final plat(s) of subdivision, and the Village agrees to accept dedication of said streets and roadways in accordance with the applicable requirements of the Subdivision Regulations and any additional conditions or requirements imposed by the Corporate Authorities in its reasonable discretion. The Owner shall construct and install all roadway improvements, including street lighting at all intersections, widening or constructing turn lanes, acceleration/deceleration lanes, street signs, stop signs and signalization (if and when warranted) if reasonably necessary to serve the Subject Property, together with those additional roadway and intersection improvements mandated by any entity having jurisdiction over the roadways or streets that are adjacent to the Subject Property including, but not limited to IDOT, without any cost or assessment to the Village.

B. The Owner shall also include stubs for such roadway(s) if deemed by the Village to be reasonably necessary for connection to potential future developments as or when applicable as determined by the Village Engineer. Notwithstanding the foregoing, the Owner shall not be required to stub roadways to the northside of the Subject Property. Provided further, the Owner may request a waiver of such requirement, which shall be granted in the Village's

reasonable discretion, if property adjacent to the Subject Property has not been annexed to the Village or has been developed or is planned to be developed with uses incompatible with the uses on the Subject Property.

C. The Owner shall comply with all Requirements of Law in connection with applying for permits relating to any roadway or related improvements described in this Section 6. If required by any Requirements of Law, the Owner shall provide the Village with authentic copies of any required permit(s) or approvals from other entities having jurisdiction over such improvements prior to the Village issuing the Owner any roadway or right-of way approvals or permits for the Subject Property.

D. The Owner shall provide such suitable temporary or permanent secondary access to the Subject Property as shall be deemed necessary, in the reasonable discretion of the Village and/or the Hampshire Fire Protection District, to provide emergency vehicles access to all or any pertinent phase or portion of the Subject Property. Satisfactory secondary access for emergency vehicles shall be provided prior to the issuance of the first occupancy permit for any building constructed on the Subject Property.

E. For any portion of the Subject Property developed with non-residential uses, the Owner shall provide a pathway or sidewalk on at least one side of each internal street or roadway in the development and on one side of Dietrich Road and Higgins Road, respectively, in accordance with specifications set out in the Subdivision Regulations and as depicted on plans approved by the Village. The Village shall provide the final approval, in its reasonable discretion, of the location of the aforementioned pathway or sidewalk.

F. The Owner shall, at its sole expense, make all improvements directed by the Village or any other entity having jurisdiction to improve Dietrich Road. The Village or applicable entity having jurisdiction shall have reasonable discretion regarding the scope and parameters of such improvements.

G. Both the Village and the Owner acknowledge that IDOT has superior jurisdiction over U.S. Highway 20 and accordingly any future access to U.S. Highway 20 must be approved by IDOT, and dedication of rights-of-way for U.S. Highway 20 may be required by IDOT.

7. Recapture Agreement(s).

A. Recapture of Infrastructure Costs Advanced by the Owner.

- (i) Recapture. The Owner may be entitled to a recapture for costs related to any improvements constructed at the Owner's expense, which benefit properties other than the Subject Property ("**Recapturable Improvements**").
- (ii) Recapture Agreement. The Village agrees, if requested by the Owner and subject to the provisions of Section 9-5-1 of the Illinois Municipal Code, to enter into a recapture agreement with the Owner in connection with any Recapturable Improvements that sets forth that the Village shall collect recapture fees from benefitted properties in order to reimburse the Owner with monies collected for

an equitable portion of the Recapturable Improvements in accordance with applicable laws.

B. Reimbursement Obligation(s) Applicable to the Subject Property.

- (i) There are currently no known reimbursements or recapture payments due from the Owner to other parties or expected as of the Effective Date that obligate the Owner to pay any portion of the cost of design or construction of any off-site utilities or other improvements, unless otherwise set forth in this Agreement. Notwithstanding the foregoing, the Owner shall make recapture payments hereafter approved by the Village and agreed to by the Owner.
- (ii) The Parties acknowledge and agree that because of the development of a portion of the Subject Property, the Owner may become obligated to pay recapture payments for planning, permitting and/or construction of certain public improvements.

8. Impact Fees, Transition Fees, Donations and/ or Contributions.

A. Areas to be Developed with Non-Residential Uses. It is understood and agreed by and between the Parties that the Owner has requested zoning for the commercial and/or industrial development of the Subject Property; and there shall be no residential development thereon.

For any portion(s) of the Subject Property to be developed with non-residential uses, only those impact or transition fees required by the Requirements of Law, including Chapter 14 of the Village Code and any required water or sewer connection fees, shall be due to the Village.

Except as otherwise provided in this Agreement, all other fees and charges provided for by ordinance and uniformly applied and collected in connection with development of property within the Village including, but not limited to, subdivision and planned development fees, building permit and plan review fees, and water and sewer connection fees, shall be applicable to the Subject Property.

In the event all or any portion of the Subject Property is converted to a residential use, any additional development impact fees required under the Chapter 14 of the Village Code, and transition fees or fees being generally applied by the Village to residential developments, shall apply to the Subject Property and be paid by the Owner in connection with such residential use.

For purposes of this Section 8, the fees or charges referred to herein shall be those fees and charges uniformly imposed by the Village on other applicants, property owners, developers and/or users of property, from time to time by ordinance, law, rule, procedure, regulation, or other enactment, during the term of this Agreement.

B. Kane County Impact Fee. If the Subject Property is subject to the provisions of the Kane County impact fee, and the Owner shall file with the Village satisfactory evidence of its compliance with the same prior to the issuance of any Village permit for construction on the Subject Property. Other impact fees of valid jurisdiction shall be paid similarly.

9. Village Fees. The Owner shall reimburse the Village for all expenses and fees reasonably incurred by the Village in connection with legal, engineering, building and other consultant and staff services directly and specifically related to the approval of this Agreement, the development of the Subject Property, and the review and approval of future applications for plans, drawings, plats and permits related to same. The Parties acknowledge and agree that the Owner will deposit with the Village all amounts required by the Village Code and applicable Village practices and procedures to be utilized to reimburse the Village for fees incurred for such professionals and/or for such purposes as set forth below:

A. The Village shall deliver to the Owner copies of all applicable invoices, which invoices shall designate the billing entity, date of work, billed time, and party providing the service.

B. If and when the initial deposit has been reduced, the Owner shall make a further deposit to replenish the account in accordance with the Village Code and applicable Village practices and procedures.

10. Guaranty.

A. The Owner shall, consistent with the requirements of the Village Code, including the Subdivision Regulations, file with the Village such bonds, guarantees and/or letters of credit.

B. These bond(s), guarantee(s) or letter(s) of credit may be used by the Village, at its discretion and in accordance with its terms, to cure any uncured defaults of any kind or nature with respect to the development of the Subject Property including, but not limited to: (i) payment for labor and materials to complete the development or a portion thereof; (ii) repair of the development; (iii) in its reasonable discretion, to pay any contractor, subcontractor, or materialman who has not been paid in connection with the development of the Subject Property; (iv) maintenance costs incurred by the Village due to the Owners' failure to comply with the terms of this Agreement; or (v) administrative costs of the Village beyond usual and customary costs.

C. It shall be the responsibility of the Owner to make timely payouts to each contractor, subcontractor and materialman for materials supplied and/or work performed in connection with the development of the Subject Property. Reductions of the amounts of any bond(s), guarantee(s) or letter(s) of credit shall be made in accordance with the Village Code.

11. Building Codes.

A. Development of the Subject Property. Except as expressly provided to the contrary herein, the Subject Property shall be developed in compliance with the Requirements of Law in effect on the date the Owner (or a designee thereof) submits each application or request for a permit, approval, certificate, or inspection in connection with the development of the Subject Property, or a portion thereof. All public improvements and any necessary or related easements

shall be dedicated and/or conveyed to and accepted by the Village pursuant to the provisions of the Village Code.

B. Provisions Inconsistent with Terms of this Agreement. Notwithstanding the foregoing, any amendment to the Requirements of Law that would be inconsistent with the provisions of this Agreement, or the zoning, uses and development of the Subject Property approved in this Agreement, shall not apply to the Subject Property to the extent of such inconsistency, unless the result would cause a health or safety issue and; provided, however, that if any provision of any of the Requirements of Law is hereafter adopted, amended or otherwise changed so as to be less restrictive upon the Owner with respect to development of the Subject Property, or more beneficial to the Owner with respect to such development, than is the case under the provisions of this Agreement, then at the option of Owner, such less restrictive or more beneficial provision or interpretation shall control. And if any provision of any of the Requirements or Law, or any interpretation of any of the foregoing, is hereafter adopted, amended, or otherwise changed so as to be more restrictive upon the Owner with respect to development of the Subject Property, said provision shall take effect and govern the development of the Subject Property on and after a date which shall be six (6) months after adoption of same. Provided last, any such adoption, amendment or change shall not apply to the construction of any improvement(s) for which a building permit have been applied for or obtained prior to the date of any such adoption, amendment, or change.

12. Phases. The Owner shall have the right to develop the Subject Property in phases, in its discretion, provided that each separate phase shall independently comply with all applicable Requirements of Law. The Owner has the right to plat each phase separately, or to combine two or more phases in one plat of subdivision. Each phase or unit of development shall connect directly to a completed street or roadway. Construction shall not commence on a second or succeeding phase within the Subject Property if the Owner is then in default on any obligation to the Village or has not secured all necessary approvals from the Village and all other governmental agencies or bodies having appropriate jurisdiction. Provided, a default or failure by an Owner of a portion of the Subject Property shall not be held against or be considered a default or failure of the Owner of a different portion of the Subject Property.

13. Plan Review (Non-Residential Uses). The Owner shall submit and the Village shall consider all plans, drawings, and renderings in accordance with the applicable Requirements of Law, which include applicable practices and procedures of the Village regarding the review and approval of the same.

14. Easements.

A. Any water, drainage, access, and maintenance easements depicted on final plat(s) or plats of easements for the Subject Property, or a portion thereof, may be granted to the Village if, in the reasonable opinion of the Village Engineer, they are required for the use and development of the Subject Property or would be in the best interests of the Village. The Village and Owner will use their best efforts to locate said easements on the perimeter of the Subject Property in areas acceptable to the Village and said easements will not unreasonably interfere with the proposed use of the Subject Property. All such easements shall be non-exclusive, shall provide for restoration, shall contain language acceptable to the Village and shall be shown on each applicable plat or site plans approved by the Village Engineer. In the

event the Owner proposes to develop a portion of the Subject Property which is negatively impacted by the location of an easement previously granted to the Village, the Village shall cooperate with the Owner in re-locating such easements to a mutually acceptable location at the sole cost and expense of the Owner.

B. The Village shall grant to the Owner, without charge, the necessary easements and/or permits as may be required across Village-owned or controlled rights-of-way or other property for the construction, installation or repair of customer utility lines and other facilities and services as are required for the development of the Subject Property in accordance with applicable Requirements of Law. The Owner agrees to promptly and in a first-class, lien free, and legally compliant manner repair and replace any Village property damaged or disturbed by reason of the Owner's work in connection with the foregoing, in a manner satisfactory to the Village. The Owner shall defend, indemnify, and hold the Village, the Corporate Authorities and the officers, officials, employees, agents, consultants, and representatives of the Village (the "Indemnitees") harmless from and against any and all claims, losses and damages relating to the Village's grants provided under this Agreement.

15. Stormwater Management Facilities; Special Service Area; Maintenance.

A. The Owner shall take primary responsibility, individually or by means of an appropriate property owner's association, for the establishment and maintenance of such stormwater management facilities as shall be required for all or any portion of the Subject Property by Chapter 11 of the Village Code. The Owner agrees to take all steps necessary and appropriate to form a special service area, on or prior to the issuance of any building permits for the Subject Property, as a back-up mechanism to provide funds to cover the costs of maintaining any and all common areas, open space, and stormwater management facilities, including stormwater detention and/or retention facilities, on the Subject Property, in accordance with Chapter 11 of the Village Code and the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*), if the person or entity primarily responsible shall fail or refuse to perform such establishment and/or maintenance.

B. The Owner shall be responsible for the regular care, maintenance, renewal and replacement of all common facilities and improvements including, but not limited to, the mowing and fertilizing of grass, burning and/or removal and replacement of materials in appropriate containers, care and repair of stormwater management facilities, and maintenance of the stormwater facilities so as to keep the same in a clean, sightly, and first-class condition. The Village may assess and utilize special taxes assessed against the Owner of the Subject Property to provide sufficient funds to defray the costs of such maintenance upon the failure or refusal of the primarily-responsible person or entity to do so.

16. Building Permits.

A. The Owner may submit applications for building permits prior to the approval of the final plat for the Subject Property or a portion thereof; provided, however, that construction shall commence only on lots that are created pursuant to an approved and recorded final plat of subdivision and are accessible via a road improved with at least a binder course.

B. Applications for building permits shall be considered in the Village's normal course of business.

C. Miscellaneous Design Features. The design standards for streetlights, street signs, mailboxes, and traffic signs shall be consistent with the design(s) shown in Group Exhibit C, attached hereto, and incorporated herein, unless otherwise required by the Village Engineer.

17. Occupancy Permits.

A. The Village agrees to issue certificates of occupancy in accordance with the applicable Requirements of Law or standard operating procedures of the Village in effect at the time the Owner submits a request/applies for such certificate of occupancies.

B. Temporary certificates of occupancy for buildings may be issued by the Village when weather conditions have not permitted improvements, such as landscaping, driveways, sidewalks, entrance walks and topsoil re-spreading to be completely finished; provided that such buildings and related structures are in a substantially completed condition and are fit for habitation as determined by the Village's building official.

- (i) If requested to do so by the Village, the Owner will provide a bond, guarantee, letter of credit, cash deposit or other agreed upon security in an amount to be fixed by the Village Engineer, based on the portion of the development that remains uncompleted at the time a request for temporary occupancy permit is made. Such security will remain posted with the Village until the last unconditional occupancy permit is issued within the Subject Property (or the relevant portion thereof), the purpose of said security shall be to assure completion of all such uncompleted improvements for that phase of the development.
- (ii) The Village agrees not to request security for any improvements, if such improvements were previously secured as public improvements.
- (iii) Upon satisfactory completion of the applicable phase of the development, the Village shall return the deposit, or any portion thereof then remaining on account, to the Owner.

C. Prior to the issuance of any permanent or temporary certificate of occupancy in a phase of development of the Subject Property, the Owner shall take commercially reasonable steps to install street signs, traffic control signs (not signals) and streetlights and to make same fully operational through such phase.

18. Contractor's Trailers. The Village agrees that from and after the commencement of any earth work on the site, or the date of recording of a final plat of subdivision for any part of the Subject Property, whichever is earlier, a contractor's and subcontractor's supply storage and/or office trailers, not to exceed four (4) in total, with adequate gravel parking lot(s) for same, may be placed upon such part or parts of the Subject Property where construction activities are taking place, as required and approved by the Owner for development purposes. Said trailers may remain upon that portion of the Subject Property until the issuance of the last occupancy

permit for that portion of the Subject Property and shall be removed not later than thirty (30) days after the issuance of such final occupancy permit. An occupancy permit will be required by the Village for any such trailer to be located on the Subject Property. All contractor's trailers and supply trailers shall be kept in good working order and the area will be kept clean and free of debris. No contractor's trailers or supply trailers will be located within a dedicated right-of-way or within a public utility easement. Such construction trailers need not be connected to a potable water supply and shall adequately provide for disposal of wastewater. The Owner and each contractor or subcontractor hereby releases, and shall indemnify and hold harmless the Village and the Indemnitees and the applicable Fire Protection District and its officials, officers, agents, employees, representatives, and consultants from any and all claims, damages, liabilities, judgments, costs, and expenses arising out of or related to its or their respective use of such contractor's trailers and/or the exercise of the rights set forth in this Section.

19. Construction Hours. Construction activities and deliveries on and to the Subject Property shall be conducted in accordance with the provisions of the Village Code.

20. Vegetation / Live Growth. The Owner shall be responsible for the planting, live growth and preservation of trees and plants in accordance with an approved landscape plan. In the event the Owner removes trees, the Owner shall be required to replace trees in accordance with the Hampshire Building Regulations.

21. Site Maintenance During Construction. The 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.

A. Accordingly, the Owner agrees to perform the following tasks:

- (i) Inspect, clear and clean away (not burn) construction debris from the streets and roadways adjacent to and within one thousand feet (1,000') of any construction site on the Subject Property as needed during each week while construction is occurring on the Subject Property; provided, in no case shall any mud or other debris on the roadways be deposited in or removed to the roadside ditch. Provided further, the Owner shall recycle any and all construction materials and debris from the Subject Property, to the greatest degree possible.
- (ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing all to comply with applicable Village regulations.
- (iii) Maintain all grass within the Subject Property, including along Dietrich Road, in accordance with Article XII of Chapter 2 of the Village Code.
- (iv) Take reasonable steps to control dust, including dust conditions on Dietrich Road, US Highway 20, Higgins Road, and/or the New Collector Road, adjacent to the Subject Property, as the case may be, as needed while construction activities are occurring on the Subject Property.
- (v) At all times prior to the Village's issuance of a final certificate of completion for any street constructed on the Subject Property, within a reasonable amount of

time following an accumulation of snow thereon, cause such street to be plowed, such snow to be cleared therefrom and the street to be de-iced. The Owner shall also clear and remove snow and ice from sidewalks located on the Subject Property within a reasonable time. The Owner shall repair any and all damage to streets on the Subject Property prior to dedication of the streets to the Village.

- (vi) In the event that the Village certifies completion of any such street between November 1st of any given year and April 1st of the following year, the Owner shall continue to provide snow removal for said streets throughout such period. Notwithstanding any other provisions of this Agreement, the Village performing maintenance, clearing, snow removal or other public works on any improvement shall not be inferred as the Village accepting the improvement in question.

B. In the event the Owner fails to remove snow from and/or de-ice the streets, roadway or sidewalks, mow, pull weeds, pick up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Agreement; then the Village may perform or contract with others to perform such undertaking and deduct the costs from and security posted in accordance with this terms of this Agreement.

The Owner shall, at all times, provide to the Village, in accordance with the notice provisions herein, the name and telephone number of such person or persons responsible for the maintenance of the Subject Property.

C. All sums then remaining on deposit with the Village pursuant to this Section shall be returned to the Owner, upon the Village's acceptance of all public improvements or completion of the development, whichever shall be the last to occur.

21. Conveyance to Third Parties. It is understood and agreed by and between the Parties that the Owner may act as the builder or developer for a portion of the Subject Property, but may convey all or a portion of the Subject Property to a third party or parties for construction and/or development of the same and each such developer shall comply with all of the terms of this Agreement.

22. Miscellaneous Provisions.

A. Enforcement / Remedies. It is agreed that the Parties hereto may, in law or equity, by suit, action, mandamus, injunction or any other proceeding, including specific performance and/or any action for damages, enforce and compel the performance of this Agreement. In addition to all other remedies provided under this Subsection, the Party which is at fault shall pay reasonable expenses (including attorneys' fees) incurred by the Party or Parties successful in enforcing its rights hereunder. Notwithstanding any provision to the contrary, the Owner or any developer shall be prohibited from seeking any money damages under this Agreement.

B. Mutual Cooperation. The Village and the Owner agree to cooperate in the permitting for, and other matters pertaining to, the development of the Subject Property. The Village shall

assist the Owner in all reasonable respects in obtaining all permits, agreements, or approvals from any governmental or quasi-governmental agency with jurisdiction over such matters which are required for construction on the Subject Property in compliance with this Agreement. Mutual cooperation shall extend to matters including, but not limited to, the approvals of IDOT, KDOT, Chicago Metropolitan Agency for Planning, and the Army Corp of Engineers. The Village shall be under no obligations to incur any costs or pay any expenses in discharging its obligations under this paragraph.

C. Notices. All notices, certificates, approvals, consents, or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means:

- (i) Personal service.
- (ii) Electronic communications, whether by email, telex, facsimile, telegram, or other telecopy, with proof of receipt by addressee.
- (iii) Overnight courier.
- (iv) Registered or certified first-class mail, postage prepaid, return receipt requested

To whom notice is to be given:

If to the Village:

Village of Hampshire, Village Hall
234 S. State Street
P.O. Box 457
Hampshire, IL 60140-0457
ATT : Village Manager
847-683-2181 (téléphone)
847-683-4915 (facsimile)
jhedges@hampshireil.org

with a copy to:

James M. Vasselli, Esq.
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 Naper Blvd., Suite 350
Naperville, IL 60563
630-682-0085 (telephone)
630-682-0788 (facsimile)
jvasselli@ottosenlaw.com

If to the Owner:

Ernie Pirron
LB Andersen
104 S. Wynstone Park Drive
North Barrington, IL. 60010
847-381-9080 (telephone)
Ernie@LBAndersen.com

with a copy to:

Wade Light, Esq.

LB Andersen
104 S. Wynstone Park Drive
North Barrington, IL. 60010
847-381-9080 (telephone)
Wade@LBAndersen.com

Either Party may change the address for notice to such Party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if personally delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting. Notice by overnight courier shall be effective on the next business day following delivery of such notice to such courier. Notice given by electronic communications shall be effective on the date of completion, so long as such notice is further sent by personal service, the U.S. mails or overnight courier, as aforesaid.

D. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

E. Severability. If any section, subsection paragraph, sentence, clause or phrase of this Agreement or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof. The Corporate Authorities hereby declare that it would have approved had such section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective. If, for any reason, the annexation, Zonin Relief, plans, plats, or engineering approvals for the Subject Property provided for herein is/are ruled invalid in whole or in part, the Village, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the intent of this Agreement and the objectives of the Village and the Owner, as disclosed by this Agreement.

F. Binding on Successors; Notice to Village. This Agreement shall inure to the benefit of, and be binding upon, successors of the Village and the Owner and their respective successors, grantees, lessees, and shall constitute a covenant running with the land. This Agreement may be assigned by the Owner in whole or in part; provided however that the Owner shall notify the Village Clerk in writing, within five (5) days of any transfer of an interest in the Subject Property, or any portion thereof, for construction and/or development as otherwise described herein, of the name or names of the transferees, and the portion or portions of the Subject Property transferred; and further provided, that the assignee shall expressly in writing assume liability for all duties and obligations imposed by this Agreement, and evidence of such assumption shall be provided to the Village Clerk, and the Village shall consent to such assumption, which consent shall not be unreasonably withheld. Upon said assignment by any assignee, the Owner shall have no further obligations hereunder excepting those related to the defense and indemnification of the Village and other risk management provisions. Any assignment shall be evidenced in writing and shall be countersigned by all applicable parties including, without limitation: (i) the Village and the Owner shall minimally evidence that the assignee is assuming all obligations of the Owner under this Agreement; and (ii) provide the

Village with the assignee's contact information. In addition, the Owner is prohibited from assigning this Agreement to: (a) any party legally ineligible from doing business with the Village; and (b) any party indebted to the Village. As stated above, the construction and development duties and obligations imposed on the Owner in this Agreement shall be binding upon any developer of the Subject Property or successor in interest.

If all or any portion of the Subject Property is sold, transferred or conveyed by the Owner to another, the selling party shall be deemed to have assigned to the purchasing party any and all rights and obligations it may have under this Agreement (excluding rights of recapture or financial incentives, if any, that are expressly reserved in writing) which affect the portion of the Subject Property sold or conveyed and thereafter the selling party shall have no further obligation under this Agreement as it relates to the portion of the Subject Property conveyed and the new Owner of such portion of the Subject Property and the Village shall be free to modify the terms of this Agreement (including zoning, use, density and/or set back or yard requirements) as they relate to the portion of the Subject Property so conveyed, as the Village and such applicable Owner of the applicable portion of the Subject Property may mutually agree without the consent or approval of any other Owner of a portion of the Subject Property; provided no such modification or amendment shall be in conflict with any private covenant or property right pre-existing such modification or amendment.

G. Village Approval. Wherever any approval or consent of the Village, or of any of its departments, officials, or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed except where specifically set forth herein.

H. Permits, Licenses, Approvals. The Owner shall be responsible for obtaining and paying for all permits, licenses, approvals, certificates, and inspections necessary for construction of the development, including onsite improvements. Each Party shall cooperate with the other regarding the obtaining of said permits, licenses, approvals, and certificates.

I. Utilities. All utilities shall be installed underground, and utility easements shall be provided, as specified in Section 7-4-2 of the Village Code.

J. Venue. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. This Agreement shall be enforceable only in the Circuit Court of Kane County, Illinois by any appropriate action at law or in equity to secure performance of the covenants herein contained.

K. Default. Unless otherwise expressly provided herein, and except as to matters related to any stop work order, in the event of a material breach of this Agreement, the Parties agree that the defaulting Party shall have thirty (30) days after notice of said breach to correct the same prior to the non-breaching Party's seeking of any remedy provided for herein; provided, if such breach cannot reasonably be corrected within thirty (30) days, the non-breaching Party shall not seek any remedy provided for herein as long as the defaulting Party has promptly initiated the cure of said breach and is diligently prosecuting the cure of said breach, and provided further, as to any material breach occasioned by the failure to pay any sum of money due to the Village, the cure period shall be ten (10) days after notice. In the event the performance of any covenant to be performed hereunder by any Party is delayed for causes which are beyond the reasonable control of the Party responsible for such performance (which

causes shall include, but not be limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation, suspension or inability to secure any necessary governmental permit, license, or authority; and any similar cause) the time for such performance shall be extended by the amount of time of such delay. In the event of an ascertainable emergency, as determined by the Village in its reasonable discretion, the Village shall have the right to take all steps necessary to mitigate or eliminate the emergency. The Village waives no police power rights, excepting those related to zoning approvals, through the covenants set forth in this Agreement. The failure of a Party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any 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.

L. Defense. The Village agrees to cooperate with the Owner in the defense of any lawsuits or claims brought by any person or persons in regard to the following matters: (i) this Agreement and the exhibits thereto; (ii) the annexation of the Subject Property, or any part thereof; (iii) the zoning of the Subject Property; (iv) any final plans or final plats for the Subject Property; and (v) any suit for condemnation for all or any portion of the Subject Property (brought by any other governmental body). The Village's obligations under this Subsection shall not require the Village to incur any costs or expenses.

- (i) In the event any such lawsuit names the Village as a party, the Owner may elect to appear and defend the litigation on behalf of the Village, in which case the Owner and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village in the case. In the alternative, the Owner may tender the defense of the matters to the Village, in which case the Owner and the Village shall by mutual agreement choose an attorney or attorneys to represent the Village in the case. In either event, the Owner shall reimburse the Village for the costs incurred by the Village in such defense, including reasonable attorneys' fees.
- (ii) The Village and the Owner shall cooperate with each other as necessary to defend any such lawsuit. In the event a developer is able to settle any such litigation or claim against the Owner and/or the Village, the Village may then elect to join in such settlement, subject to the following: if the Village declines or refuses to join in such settlement, then from and after the time of the Village's declining or refusal, the Owner shall have no obligation to reimburse the Village for its costs and reasonable attorneys' fees incurred thereafter.
- (iii) The Owner shall be liable and responsible for any and all obligations imposed by the terms of any such settlement, except to the extent that such settlement includes any provision that the Village itself shall pay costs, damages or any other monetary award, and such settlement is approved and joined in by the Village. In such case, the Village shall be responsible and liable to pay such agreed costs, damages or other monetary award as have been assigned to and agreed by the Village.

- (iv) In the event that the Village fails or refuses to cooperate in the defense of any matters described in this Subsection, the Owner shall be and is hereby authorized to defend such matter in the Village's name at no expense to the Village.

M. Term. This Agreement shall be effective for a period of twenty (20) years from the Effective Date, and any extended time that may be agreed to by amendment between the Parties according to law, unless earlier terminated pursuant to its own terms.

N. Run with the Land. It is understood and agreed by and between the Parties hereto that this Agreement shall run with the land and shall be assignable in accordance with the provisions of this Agreement.

O. Survival. This Agreement and all its terms and conditions shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property or any part thereof to the Village.

P. Corporate Capacity. The Parties hereto acknowledge and agree that the individuals entering into this Agreement have done so in his or her corporate or official capacity and shall have no personal liability whatsoever for such action.

Q. Existing Uses. Agricultural use of all or any portion of the Subject Property is expressly authorized; however, the raising or keeping of any swine is specifically prohibited. Provided, all areas where such animals are located shall be fenced and kept separate from the area of any and all development activities. Any use of a building on the Subject Property existing as of the Effective Date may be continued until the time of development or the termination of this Agreement, whichever occurs sooner.

R. Savings Clause. If any provision or part of this Agreement is held to be invalid by any court of competent jurisdiction, such provision or part shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision or part of said Agreement.

S. Waiver of Certain Rights by Owner. The Owner, for itself, and for his, her or its successors and assigns, hereby waives, disclaims and forfeits any and all rights or claims he, she, it or they may have or hereafter acquire under which the Owner may seek to avoid, reduce, condition or delay the payment of any development impact fees, transition fees, or other fees or charges described herein and to be paid by the Owner to the Village or any other governmental body, or to obtain a refund or rebate thereof, or any action that would have the effect of invalidating such fees or charges, or any of them, or of impairing collection thereof.

T. Indemnification. The Owner, for itself and its employees, agents, representatives, engineers, consultants, contactors, attorneys and assignee(s), shall indemnify, defend and hold harmless the Village and its Indemnitees from all claims, demands, losses, judgments, liabilities, costs and expenses incurred by or brought against the Village or the Indemnitees arising out of or resulting from this Agreement, the development of the Subject Property and any and all construction activities conducted at the Subject Property undertaken pursuant to

this Agreement including, but not limited to, the erection or use of any construction trailer located on the Subject Property.

U. Insurance. The Owner shall obtain and thereafter maintain in full force in effect all policies of insurance required by the Village in writing, in such limits and with such standards and qualifications as required by the Village.

V. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties hereto, and all prior discussions and/or negotiations in regard to the subject matter of this Agreement are hereby merged and integrated herein and are hereby superseded. There are no promises, agreements, conditions, or understandings, either oral or written, expressed or implied, between or among them relative to the annexation of the Subject Property, other than as set forth in this Agreement. This Agreement may be amended only by the mutual consent of the Parties hereto, by adoption of an ordinance by the Village approving such amendment as provided by law, and by the execution of such amendment by the Parties. The Parties acknowledge and agree that certain amendments may affect only a portion of the Subject Property. In such event, such amendment need be executed only by the relevant Owner whose property is affected thereby.

W. Franchise Fees. Kane County shall retain franchise fees and video service provider fees from subscribers located on the Subject Property, if any, for the period of time prescribed by Section 5-1095 of the Counties Code (55 ILCS 5/5-1095).

X. Disconnection, Continuing Validity. During the term of this Agreement the Parties shall not seek or cause disconnection or de-annexation of the Subject Property except upon the written consent of the Parties. The termination of this Agreement shall not affect the continuing validity of the annexation of the Subject Property into the Village.

Y. Drafter Bias. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement at Hampshire, Kane County, Illinois as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

x

VILLAGE:

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

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

ATTEST:

By: _____

Village Clerk or Deputy Village Clerk

OWNERS:

Light Real Estate LLC

By: _____
Its authorized Member/Manager

L. B. Andersen & Co., Inc.

WS Trust

By: _____
Its _____

By: _____
Trustee

Harris Trust and Saving Bank of Barrington
t/u/t dated April 8, 2004, known as Trust
#HTB 1464

Light Trust

By: _____
Trustee

By: _____
Trustee

DRAFT

LIST OF EXHIBITS

EXHIBIT A	Legal Description of the Property
GROUP EXHIBIT B	Annexation Petitions and Zoning Applications
GROUP EXHIBIT C	Design Standards for Street Lights, et al.

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EXHIBIT A
Legal Description

KANE COUNTY

PARCEL 1:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF PARCEL N-4B-27 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS FILED IN THE CIRCUIT COURT OF KANE COUNTY, ILLINOIS, AS CASE NUMBER 57-441 IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 1248.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 20, BEING A CURVE TO THE LEFT, A DISTANCE OF 1054.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTHERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PUBLIC ROAD, A DISTANCE OF 628.15 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 59 DEGREES 19 MINUTES TO THE LEFT, WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 42.20 FEET TO A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 THAT IS 28.03 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 28.03 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 3:

NOT INCLUDED

PARCEL 4:

THE WESTERLY 375 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL 5:

LOT 2 OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

PARCEL 6:

THE EAST HALF OF LOT 2 OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

McHENRY COUNTY

PARCEL 7:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35 AND THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35 (EXCEPT THAT PART DESCRIBED IN DEED RECORDED JUNE 4, 1991 AS DOCUMENT 91R019966 IN McHENRY COUNTY, ILLINOIS), TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF

THE CENTER LINE OF THE DRAINAGE DITCH REFERENCED IN AGREEMENT RECORDED OCTOBER 3, 1957 AS DOCUMENT 329339 IN McHENRY COUNTY, ILLINOIS.

TOGETHER WITH:

ALL THAT PART OF DIETRICH ROAD RIGHT-OF-WAY LYING NORTHERLY AND SOUTHERLY AND COINCIDENT WITH THE ABOVE DESCRIBED PROPERTY, EXCEPTING THEREFROM ANY PART PREVIOUSLY ANNEXED TO ANY MUNICIPALITY.

DRAFT

PINs: Kane Co.	01-02-300-008	01-02-300-017	01-02-400-012
	01-02-100-002	01-02-200-001	01-02-200-004
McHenry Co.	17-35-400-011	17-35-300-015	

Common Address: Land, northeast of US Highway 20, and north of I-90, in Hampshire Township, Kane County and Coral Township, McHenry County, IL

DRAFT

Group Exhibit B
Annexation Petitions and the Zoning Applications

DRAFT

GROUP EXHIBIT C
Design Standards for Street Lights, etc.

DRAFT

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

This instrument was acknowledged and executed before me on the _____ day of _____, 2023, by _____, the President of the VILLAGE OF HAMPSHIRE (the "Village"), an Illinois non-home rule municipality, and by _____, the Village Clerk or Deputy Clerk; and they signed and delivered said instrument on behalf of the Village, and caused the seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village for the uses and purposes therein set forth, all on behalf of the Village.

Notary Public

My Commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

This instrument was acknowledged and executed before me on the _____ day of _____, 2023, by _____, the _____ of _____, an Illinois _____, and that he/she/it signed and delivered said instrument on its behalf and caused its seal, if any, to be affixed thereto, pursuant to authority given by the _____ pursuant to his/her/its free and voluntary act for the uses and purposes therein set forth all on behalf of _____.

Notary Public

My Commission expires: _____