



Village of Hampshire
Village Board Meeting
Thursday April 17, 2014 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes – April 3, 2014
6. Village President's Report
 - a) Approval of the Preliminary Fiscal Budget for May 1, 2014 to April 30, 2015.
 - b) Resolution Authorizing the Approval and Execution of an Amended and Restated Development Agreement for the Tuscany Woods Subdivision (Unit 1)
 - c) Resolution Authorizing the Approval and Execution of an Amended and Restated Development Agreement for the Tuscany Woods Subdivision (Unit 2)
 - d) Ordinance Approving an Amended Recapture Agreement for the Hampshire Creek Interceptor Sewer Project in the Village.
 - e) Ordinance to adopt a fund balance policy required by Village implementation of Governmental Accounting Standards Board (GASB) Statement No. 54 for Financial Purposes
 - f) First American Bank Positive Pay and ACH Blocks and Filters.
 - g) Village Credit Card
 - h) Approval of purchase of Two Squad Cars
- 7) Village Board Committee Reports
 - a) Economic Development
 - b) Finance
 1. Accounts Payable
 - c) Planning/Zoning
 - d) Public Safety
 - e) Public Works
 - f) Village Services
 - g) Fields & Trails
- 8) New Business
- 9) Announcements
- 10) Executive Session: Probable, Pending or Imminent Litigation under Section 2(c) (11)
- 11) Any items to be reported and acted upon by the Village Board after returning to open session
- 12) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – April 3, 2014

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday April 3, 2014.

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

Absent: Rob Whaley

Staff & Consultants present: Village Attorney Mark Schuster, Village Engineer Brad Sanderson, Village Finance Director Lori Lyons, and Hampshire Police Chief Brian Thompson

A quorum was established.

Trustee Brust moved, to approve the minutes of March 20 2014.

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

VILLAGE PRESIDENT REPORT

Trustee Ebert moved, to amend the agenda and add - Abating Special Taxes Levied for 2013 Tax Year (collectable in 2014) on certain tax parcels in the Village to pay debt service on the Special Service Area Bonds issued for Special Service Area #13 in the Village of Hampshire, Kane County, Illinois.

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

Village President extended congratulations to Linda Vasquez – Village Clerk completing thirteen full years of service at the Village Hall.

Resolution Accepting Certain Public Improvements in Tuscany Woods Subdivision, Unit 1 (sanitary sewer; water mains; storm sewers; detention basins)

Trustee Ebert moved, to approve Resolution 14-13; Accepting certain public Improvements, including sanitary sewer mains, water mains, storm sewers and detention basins, in Unit 1 of Tuscany Woods Subdivision in the Village, contingent upon receiving the Bill of Sale.

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

Resolution Accepting Certain Public Improvements in Tuscany Woods Subdivision, Unit 2
Trustee Kraus moved, to approve Resolution 14-14; Accepting certain public improvements, including sanitary sewer mains, water mains, storm sewers and detention basins in the territory lying outside of Unit 1 of Tuscany Woods Subdivision in the Village, contingent upon receiving the Bill of Sale.

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

Ordinance Approving Amendment to Recapture Agreement for First Sewer Expansion Project.
Trustee Ebert moved, to approve Ordinance 14-14; Approving an amendment to the agreement for reimbursement of certain costs related to construction of the Hampshire Creek Interceptor Project.

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

Resolution Approving Supplemental Trust Indenture re SSA #13 Special Bonds, Series 2007 Amalgamated Bank of Chicago, Trustee).
Trustee Ebert moved, to approve Resolution 14-15; Approving the first supplemental trust indenture for Special Service Area #13 in the Village.

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

Ordinance Amending Ordinance No. 07-24 and Approving Re-Issuance of Special Service Area No. 13 Bonds, Series 2007.
Trustee Brust moved, to approve Ordinance 14-15; amending Ordinance No. 07-24 and providing for the Reissuance of Village of Hampshire, Kane County, Illinois Special Service Area Number 13 Special Tax Bonds, Series 2007 (Tuscany Woods Project)

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

Resolution Authorizing and approving an Order for Disbursement of funds on Hand with Amalgamated Bank of Chicago as Trustee for Special Service Area No. 13.
Trustee Ebert moved, to approve Resolution 14-16; Authorizing and approving an order for Disbursement of Funds on Hand with Amalgamated Bank of Chicago as Trustee for Special Service Area No. 13.

Seconded by Trustee Reid

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

Trustee Reid moved, to approve Ordinance 14-16; Abating Special Taxes Levied for 2013 Tax Year (collectable in 2014) on certain tax parcels in the Village to pay debt service on the Special Service Area Bonds issued for Special Service Area #13 in the Village of Hampshire, Kane County, Illinois.

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

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust reported Economic Development meeting will be held on April 9, 2014 at 5:30 p.m. at the Hampshire Village Hall. Metrowest going down to Springfield April 7.

b. Finance

Accounts Payables

Trustee Reid moved, to approve accounts payable in the amount of \$49,587.13 to be paid on or before April 9, 2014.

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

Village President concurred with Finance director Lori Lyons there will be a Finance Committee meeting at 6:30 p.m. Tuesday April 8, 2014, all are invited.

c. Planning/Zoning

No Report

d. Public Safety

Trustee Reid reported next Wednesday 10 am April 9th he will be attending a Kane County Mitigation meeting.

e. Public Works

No report

f. Village Services

Trustee Kraus reminded everyone about Oil Recycling is April 5th 9 to 11:30 a.m. Village Service meeting will be held on April 3 at 6:15 p.m. to discuss the Waste Management they will be making a recommendation to the Village Board to extend their contract for one more year and to raise the garbage fee for seniors .36 each month and the rest .56 each month.

Heritage Crystal Clean has taken over Used Oil Recycling Company, we received a check for used oil in the amount of \$180.00.

g. Field & Trails

Trustee Ruth would like the two box elder trees along the creek bank in Memorial Park cut down this spring by our Street Department. We have received reimbursement fees from our grant and still have money left to purchase benches the cost is about \$8,000.

Old Business

Trustee Reid has Trustee Brust is having trouble with his email and is receiving spam in his Village mail box. Trustee Brust suggested that the Board members be supplied with a device, outside of our own to use this feature. He doesn't want his personal computer compromised by some crank. Trustee Reid suggested tablets and if the trustees would use tablet devices we could look into purchasing them. The trustees decided they would opt out and not use tablets.

Executive Session

No Executive Session

Village President wanted to announce that there is absolutely no leaf burning in the Village of Hampshire – we have an ban in town. He went around and seen people burning leaves.

Adjournment

Trustee Whaley moved, to adjourn the Village Board meeting at 8:02 p.m.

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

Linda Vasquez, Village Clerk

No. 14 -

**A RESOLUTION
AUTHORIZING THE APPROVAL AND EXECUTION OF AN
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE TUSCANY WOODS SUBDIVISION IN THE VILLAGE
(UNIT 1)**

WHEREAS, in 2004, the Village authorized the approval and execution of a certain Development Agreement for the Tuscany Woods Subdivision; and

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

WHEREAS, since the time of the approval of the Development Agreement, construction of public and private improvements in the subdivision has proceeded, but has not been completed; certain litigation arising out of the financing of the Subdivision has occurred, resulting in a change of ownership for Unit 1 of the subdivision; the owner of the territory lying outside of Unit 1 in the subdivision has proposed to redeem the special service area bonds applicable to said ground; and the current owners have each proposed certain modifications to the terms and provisions of the original Development Agreement for purposes of going forward with and completing development of the subdivision in the future; and

WHEREAS, the owner of the property lying outside of platted Unit 1 of the Tuscany Woods Subdivision has proposed a certain Amended and Restated Development Agreement for the property (otherwise referred to as "Unit 2"); and

WHEREAS, the President and Board of Trustees of the Village find that it is necessary and advisable to enter into separate amendments to the original Development Agreement regarding Unit 1, and the territory lying outside of Unit 1 (each an "Amended and Restated Development Agreement,") in order to describe and plan for the orderly completion of improvements and future development of the territory comprising the Tuscany Woods Subdivision in the Village.

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

Section 1. The proposed Amended and Restated Development Agreement for the Tuscany Woods Subdivision, Unit 1, in words and figures as attached hereto, shall be and is hereby approved.

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

Section 3. The Amended and Restated Development Agreement shall be recorded in the office of the Kane County Recorder, in accordance with the requirements of the escrow agreement among the Village, the Owner, and others as part of a Global Settlement Agreement dated December 11, 2013.

Section 4. The recitals set forth above are hereby made a part of this Resolution.

Section 5. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this 17th day of April, 2014.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this 17th day of April, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

Tuscany Woods
Hampshire, Illinois

/ / / / / / / / / /

For Recorder's Use

Amended and Restated
Development Agreement

for
Unit 1 in Tuscany Woods Subdivision

_____, 2014

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

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

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR UNIT 1 OF THE TUSCANY WOODS SUBDIVISION**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amended Agreement") is made and entered into as of this ____ day of _____, 2014 ("Effective Date"), by and between THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation (the "Village"), and TUSCANY WOODS HOLDINGS, INC., an Illinois corporation ("Owner" or "TWHI"). Within this Amended Agreement, the Village and Owner may be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Village of Hampshire is an Illinois municipal corporation organized under the Illinois Municipal Code situated in the County of Kane, State of Illinois; and

WHEREAS, Owner is the owner of those portions of the real property which constitute the territory platted in the Village as Unit 1 ("Unit 1") of the Tuscany Woods Subdivision other than those portions which have been heretofore conveyed to third parties (the "Subject Property"). The Subject Property consists of approximately 119 acres which are legally described on Exhibit "AA" attached hereto. Unit 1 and Unit 2 (hereinafter defined) are collectively referred to herein as the "Subdivision; and

WHEREAS, the Subdivision is located, in part, on the north side and, in part, on the south side of Illinois Route 72, and in general on the east side of the Village; and

WHEREAS, the Village and HPI-HAMPSHIRE, LLC (the "Original Developer") agreed to various terms and provisions governing the subdivision, zoning and development of the Subdivision pursuant to a Development Agreement, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Document No. 2004K156704 (the "Original Development Agreement"); and

WHEREAS, the Original Developer assigned the Original Development Agreement to PHI - Hampshire, Inc. ("PHI") by notice dated January 5, 2006; and

WHEREAS, PHI is the owner of the real property which lies in the Subdivision and outside of the land platted as Unit 1 thereof ("Unit 2"), which real property consists of approximately 250 acres; and

WHEREAS, the Subject Property was included in that certain Preliminary Plat of Subdivision approved by the Village in its Resolution No. 04-12, a copy of said Preliminary Plat being attached to this Amended Agreement as Exhibit "BB" (the "Preliminary Plan") (which for purposes of this Amended Agreement supplants the "Development Plan" attached to the Original Development Agreement as Exhibit "B"); and

WHEREAS, a Final Plat of Subdivision for the Subject Property, a copy of which is attached hereto as Exhibit "OO", was approved by the Village and recorded in the Office of the Kane County Recorder as Document No. 2006K139816 (the "Unit 1 Final Plat"); and

WHEREAS, the public improvements required to serve Unit 1 are substantially complete but for the incomplete work referenced in the updated punch list hereinafter described; and

WHEREAS, no final plat of subdivision has been submitted by PHI or any other party for Unit 2; and

WHEREAS, the Village, following the necessary legal notices, public hearings and other proceedings, classified the Subdivision, in part, in the R-2 Single Family Residence Zoning District, for 20,000 square foot minimum lots; in part, in the R-2 Single-Family Residence District for 12,000 square foot minimum lots; in part, in the R-3 Two-Family Residence District for duplex buildings; and in part, in the R-4 Residence Zoning District for townhome buildings. The zoning districts are more particularly depicted on the Preliminary Plan; and

WHEREAS, the Original Development Agreement contemplated the construction of single-family detached dwelling units, duplex dwelling units and attached townhome dwelling units in the Subdivision (individually, a "Dwelling Unit" and collectively, "Dwelling Units"). The townhome Dwelling Units were to be constructed in buildings containing groups of four, five or six townhomes each (a "Townhome Building"); and

WHEREAS, since the date of the Original Development Agreement, development of the Subdivision commenced, certain improvements were constructed in support of the Subdivision, the Special Service Area described in Paragraph 7 of the Original Development Agreement was created, certain Special Service Area bonds were thereafter issued, and a number of Dwelling Units were constructed in Unit 1; and

WHEREAS, 67 Dwelling Units were completed by Owner's predecessors-in-interest and sold to, and most are currently occupied by, third party purchasers; 10 single-family detached Dwelling Units, four of which are model units (each an "Unfinished Single-Family Dwelling Unit") and 36 townhome Dwelling Units, six of which are model units (each an "Unfinished Townhome Dwelling Unit") located in nine different Townhome Buildings, were constructed to varying stages of completion by the aforesaid predecessors-in-interest. The Unfinished Single-Family Dwelling Units and the Unfinished Townhome Dwelling Units are identified on Exhibit "PP" attached hereto. The locations of the Unfinished Single-Family Dwelling Units, the Unfinished Townhome Dwelling Units and the Townhome Buildings in which the Unfinished Townhome Dwelling Units are located are identified on Exhibit "QQ" attached hereto. In this Amended Agreement the Unfinished Single-Family Dwelling Units and the Unfinished Townhome Dwelling Units are referred to individually as an "Unfinished Dwelling Unit" and collectively as the "Unfinished Dwelling Units", and the 229 Dwelling Units which remain to be constructed in Unit 1 are referred to individually as an "Additional Dwelling Unit" and collectively as the "Additional Dwelling Units"; and

WHEREAS, the completion, sale and occupancy of the Unfinished Dwelling Units and the construction, sale and occupancy of the Additional Dwelling Units will enhance the Village's tax base and add to the vibrancy of the Subdivision; and

WHEREAS, the Village has directed its building inspectors to inspect each of the Unfinished Single-Family Dwelling Units and Unfinished Townhome Dwelling Units to determine the work that needs to be completed before the Village can and will issue a certificate

of occupancy for each such Unfinished Dwelling Unit. The work identified by the building inspectors is identified on a report compiled by B&F Technical Services, Inc. on behalf of the Village on various dates in 2013, dated consisting of 72 pages and on file with the Village Clerk (the "Initial Inspection Report"), and referred to in this Amended Agreement as the "Unfinished Dwelling Unit Work"; and

WHEREAS, to date, no Dwelling Units have been constructed in Unit 2; and

WHEREAS, in the Original Development Agreement the Village agreed to permit the connection of the first 175 Dwelling Units constructed in Unit 1 to the existing adjacent public sanitary sewer system and the existing public water system located on the east end of White Oak Ponds Subdivision, or located in Hampshire Highlands Subdivision, prior to the construction of the Connecting Sewer Main hereinafter described; and

WHEREAS, PHI has agreed to construct the Connecting Sewer Main as specified in that certain Unit 2 Amended Development Agreement (hereinafter defined); and

WHEREAS, the Parties have determined that since PHI is committing to construct the Connecting Sewer Main, Unit 1 need not be subject to any cap on sanitary sewer connections relative to Dwelling Units constructed in Unit 1; and

WHEREAS, in 2007, the persons and/or entities then working on the development and construction of the Subdivision ceased operations and development activities; and

WHEREAS, thereafter litigation ensued in the Circuit Court of Kane County concerning foreclosure of a mortgage on Unit 1 (the "Litigation"); and

WHEREAS, the Village, Owner, the Original Developer, PHI and certain other parties have now entered into a global settlement agreement (the "Global Settlement Agreement") to settle and resolve all matters encompassed by said Litigation, and other matters related to the Subdivision, which Global Settlement Agreement contemplates, among other things, the approval, execution and delivery of this Amended Agreement, the approval, execution and delivery of an amended and restated development agreement for Unit 2 (the "Unit 2 Amended Development Agreement"), a closing (the "Closing") and the opening of a closing escrow (the "Closing Escrow") pursuant to escrow instructions (the "Escrow Instructions") under which Chicago Title & Trust Company is to serve as escrow trustee; and

WHEREAS, as a result of the Litigation and other circumstances, ownership of the Subject Property and of Unit 2 now lies in separate entities, and there is at this time no unified ownership of the property constituting the Subdivision; and

WHEREAS, the Parties desire to amend and restate the Original Development Agreement in its entirety so as to delineate and define Owner's rights and obligations with respect to the Subject Property and the rights and obligations of each party or entity that ultimately acquires and proceeds with the development of Unit 1 (the "Unit 1 Owner" and if more than one, each a "Unit 1 Owner") and the rights and obligations of the party or entity that ultimately acquires and proceeds with the development of Unit 2 (the "Unit 2 Owner"). The term "Unit 1 Owner" is more particularly defined in Paragraph 26 below; and

WHEREAS, the Original Development Agreement provided by its terms that only the written approval of the legal title holder of an interest in the property subject to a proposed amendment (the legal title holder of the property subject to the amendment) shall be required to effect an amendment to the Original Development Agreement. Accordingly, the consent of PHI as owner of Unit 2 is not required to conclude this Amended Agreement and the consent of Owner as owner of Unit 1 is not required to conclude the Unit 2 Amended Development Agreement.

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

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

2. Authority/Exhibits.

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

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

(c) So as not to confuse the various exhibits attached to the Original Development Agreement, which were labeled in consecutive fashion starting with the letter "A" and proceeding therefrom, with the exhibits attached to this Amended Agreement, the exhibits to this Amended Agreement are labeled in consecutive fashion starting with the letters "AA" and proceeding therefrom. All of said latter exhibits are incorporated into this Amended Agreement by this reference thereto.

3. The Zoning, Subdivision and Development of the Subdivision.

(a) Pursuant to the Original Development Agreement, the construction, maintenance and operation of a sanitary sewer system and potable water system and the construction of the other public improvements herein and therein described is based on the Original Developer's, Owner's, PHI's and the Village's understanding relative to the zoning, subdivision and development of the Subdivision, as set forth in the Original Development Agreement and the Preliminary Plan approved as an element thereof. Accordingly, the Parties agree, subject to sub-paragraph (j) below, that: (i) in Unit 1 there shall be no more than 106 single-family lots platted and no more than 106 single-family Dwelling Units constructed, no more than 44 duplex lots platted and no more than 88 duplex Dwelling Units constructed, and no more than 25 townhome lots platted and no more than 148 townhome Dwelling Units constructed; and (ii) in

Unit 2 there shall be no more than 263 single-family lots platted and no more than 263 total single-family Dwelling Units constructed and no more than 18 duplex lots and 36 duplex Dwelling Units constructed. In furtherance of the foregoing, the Parties acknowledge that the Unit 1 Final Plat contains a scrivener's error in the zoning table referenced thereon. In order to correct the error Owner shall prepare a Certificate of Correction to properly identify the number of single family, duplex and townhome lots platted in Unit 1. The Village agrees to cooperate with Owner to approve and record the Certificate of Correction.

(b) Subject to the work to be performed pursuant to the Updated Punch List (hereinafter defined), the Village hereby confirms and agrees that the Subject Property has been developed substantially in accordance with (i) the Unit 1 Final Plat; (ii) the Final Engineering Plans for Unit 1 prepared by Cowhey Gudmundson Leder, Ltd. dated April 15, 2005, and last revised May 11, 2007, which plans are generally referred to as Exhibit "CC", 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 "Unit 1 Final Engineering Plans"); and (iii) the Landscape Plan prepared by Landworks, Ltd. as last revised on June 26, 2006 (under date of May 2, 2006), a copy of which is attached hereto as Exhibit "DD" (the "Landscape Plan"). The Village further confirms its prior approval of the departures from the Subdivision Code set forth in sub-paragraph (g) below to permit the development of the Subject Property in accordance with the Unit 1 Final Plat as to Unit 1, and in accordance with the Preliminary Plan as to Unit 2, respectively. The Village hereby confirms the approval of and hereby agrees that the gross site area and lot area requirements for single family detached Dwelling Units (20,000 square foot minimum) shall be as depicted on the Unit 1 Final Plat and governed by sub-paragraph (c) of Section 6-7-1 of the Hampshire Zoning Ordinance, 2003. The lot width requirements and the front, rear, side and corner side yard requirements for the 20,000 square foot minimum lots and the gross site area, lot area, lot width requirements and yard requirements (front, rear, side and corner side yard) for the 12,000 square foot minimum lots shall be as depicted on the Unit 1 Final Plat and governed by Section 6-7-2 of the Hampshire Zoning Ordinance, 2003.

(d) The Village hereby confirms the approval of and hereby agrees that the gross site area, lot area, lot width requirements and the yard requirements (front, rear, side and corner side yards) for the duplex Dwelling Units constructed in Unit 1 shall be as depicted on the Unit 1 Final Plat and governed by sub-paragraph (c) in Section 6-7-3 of the Hampshire Zoning Ordinance, 2003.

(e) The Village hereby confirms the approval of and hereby agrees that the gross site area, lot area, lot width requirements and the yard requirements (front, rear, side, and corner side yards) for the townhome Dwelling Units constructed in Unit 1 shall be as depicted on the Unit 1 Final Plat and governed by sub-paragraph (c) of Section 6-7-4 of the Hampshire Zoning Ordinance, 2003. Townhome Dwelling Units shall be permitted to be developed in four, five and six unit buildings, as depicted on the Unit 1 Final Plat.

(f) The Village hereby confirms the approval of and hereby agrees that the provisions of the Village Building Code, Hampshire Municipal Code, Chapter V, Section 5-1-1 *et seq.* currently in effect, to wit: International Building Code Council, 2006 Edition, as modified by Village Ordinance No. 08-40; and the Village Zoning Code, Hampshire Municipal Code, Chapter VI, Section 6-1-1 *et seq.*; and the Village Subdivision Code, Chapter VII, Sections 7-1-1 *et seq.* in effect as of the date of the Original Development Agreement, shall apply to the

development of the Subject Property, except as otherwise expressly and specifically set forth in this Amended Agreement. The Village acknowledges that it duly considered the Original Developer's request for departures from the Subdivision Code (Chapter VII of the Hampshire Village Code) and following the required legal notices and public hearings approved the following departures which shall apply to Unit 1 for the Term of this Amended Agreement per the Unit 1 Final Plat:

- (i) In Section 7-4-4(A)(2), to permit 120-foot average lot length in lieu of the 125-foot requirement for no more than 104 lots;
- (ii) In lieu of Section 7-4-3(A), the block length requirements as depicted on the Preliminary Plan and Unit 1 Final Plat shall apply;
- (iii) To permit 80 degree angles at intersections in lieu of the 90 degree angle at intersection requirement, provided, this departure shall apply to no more than one intersection;
- (iv) In Section 7-4-1, "Minimum Standards for Street Design", to permit roadway centerline radii of 85-feet on minor streets in lieu of the otherwise required 200-foot centerline radius;
- (v) In Section 7-4-1, "Minimum Standards for Street Design", to require no minimum vertical curve length requirement where a roadway gradient differential is less than or equal to 1.5% and where vertical curves are required and designed with a K value of 30 for crests and 40 for sags with no minimum length;
- (vi) In Section 7-4-1, to require no minimum tangent between reverse curves for minor streets in lieu of the 25-foot requirement;
- (vii) Section 7-4-1 (B)(7)(a), restricts cul-de-sac length to 500-feet. The Village finds that the turnaround serving Lots 29 to 42 is not a cul-de-sac and does not require a departure from this Section;
- (viii) In Sections 7-3-6 and 7-4-6(A), to permit a combination sidewalk/bike path where indicated on the Unit 1 Final Plat and as depicted on Exhibit "KK" attached hereto;
- (ix) Section 7-4-4(F) to permit not more than 27 lots to be developed at a minimum lot width of 105-feet in lieu of the requirement that corner lots for residential use shall have not less than 10 feet of extra width;
- (x) The tree preservation, tree removal and general landscaping requirements in Section 5-3-2 are modified as follows:
 - (1) Section 5-3-2(A) is modified to provide that existing trees smaller than 6" diameter at breast height (DBH) shall be exempt from the tree survey or replacement requirements;

- (2) Section 5-3-2(C)(1)(d) is modified to provide that existing trees shall be measured in DBH not caliper inches and if during development of the Subject Property an existing tree which was to be removed is saved, then a credit shall be given by the Village and a revision to the tree preservation and removal plan shall occur; and
- (3) Section 5-3-2(D)(2) is modified to provide that existing Boxelder, White Mulberry, Colorado Blue Spruce, Paper Birch, Apple, Pear, Cottonwood, Slippery Elm, American Elm, Siberian Elm, Black Cherry, Downy Hawthorn, Crack Willow, White Willow, Black Willow and Buckthorn trees shall also be exempt from replacement requirements if removed.
- (xi) In Section 7-3-7(B), two parkway trees shall be required on each lot with a minimum of 100 feet of street frontage and one parkway tree shall be required on each lot with less than 100 feet of street frontage; on any corner lot, the required number of trees shall be provided on each frontage;
- (xii) Owner may use vegetation for edging and side slopes of drainage facilities, provided said slopes are properly designed and built so as not to require stabilization which would require stone or other re-enforcing material; provided, the treatment of side slopes shall specifically be subject to review and approval by the Village Engineer and in any event, shall not exceed four to one (4:1) slope;
- (xiii) In Section 5-3-3(E)(4)(a), the minimum size of deciduous trees shall be 2.5" caliper, rather than 6" caliper;
- (xiv) In Section 5-3-2(D)(4) and 5-3-3(G)(2), the trees shall have a trunk diameter of not less than 2.5" caliper, rather than 3" caliper;
- (xv) In Section 5-3-7(G)(4), to maintain said trees for a period of one year, rather than three years following the acceptance of the street improvements in the right-of-way the trees are planted in. The term for replacement warranty for landscaping on private property shall be one year after the initial acceptance by the Village, provided, as to any vacant lot or lots which Owner conveys to a third party, such third party shall assume the responsibility for trees and landscaping described in this Paragraph;
- (xvi) In Section 5-3-7(G), to replace, in accordance with the requirements of this Article, any trees that do not survive in a good and healthy condition for the one year, rather than for the three year, period next following the date of the acceptance of the street improvements in the right-of-way the trees are planted in; and
- (xvii) In Section 7-4-7(A), all unpaved areas within street right-of-ways adjacent to open space may be seeded subject to review and approval by the Village Engineer.

Modified or additional departures regarding the Subject Property may be approved by the

Village pursuant to the procedures established in its ordinances without the necessity of amending this Amended Agreement including, without limitation, the following, each of which is hereby agreed to by the Village:

(g) The Unfinished Dwelling Units and Additional Dwelling Units may be constructed:

- (i) without fire protection sprinklers (as duly considered and approved by the Village Trustees on July 2, 2009), except as may be otherwise required by State law; provided, Owner or the Unit 1 Owner, as the case may be, shall offer to any purchaser of an Additional Dwelling Unit as an option installation of fire protection sprinklers, and obtain from any person or persons who refuse or decline such option, a written waiver or decline of fire protection sprinklers;
- (ii) with romex in lieu of conduit for electrical wiring;
- (iii) with PVC in lieu of copper water piping; and
- (iv) with ground fault in lieu of "ARC" fault circuit interrupters.

(h) Construction may be phased on the Subject Property. No builder shall commence construction on a second or succeeding phase within the Subject Property if that builder is in default of any obligation to the Village. ~~However, this~~ This prohibition shall apply only to the builder in default.

(i) The Village agrees to issue building permits and certificates of occupancy for all Unfinished Dwelling Units and all Additional Dwelling Units in accordance with the terms and provisions of this Amended Agreement, and to allow those Dwelling Units to connect to the existing adjacent public sewer system and the existing public water system located on the east end of White Oak Ponds Subdivision or located in the Hampshire Highlands Subdivision notwithstanding the 175 Dwelling Unit cap on sanitary sewer connections described in the Original Development Agreement, which cap shall no longer apply to the Subject Property, and notwithstanding the fact that PHI or the Unit 2 Owner might not then have constructed or bonded the construction of the Connecting Sewer Main (as hereinafter defined).

(j) During the course of development of the Subject Property Owner and any Unit 1 Owner may, at their 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 Amended Agreement and without the approval of either PHI or any Unit 2 Owner.

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

(a) Existing Capacity. The Parties acknowledge that the First Sewer Expansion Project described in the Original Development Agreement (the "First Sewer Expansion Project") has been fully constructed and is operational as of the Effective Date of this Amended Agreement and further that the Village, since completion of the First Sewer Expansion Project, has

constructed a second expansion (the "Second Sewer Expansion Project") of the Village's Wastewater Treatment Facility (the "WWTF"). The Village represents and warrants that, as of the Effective Date of this Amended Agreement, the capacity of the WWTF is 2.76 mgd and that the Village has, and at all times during the Term of this Amended Agreement will have, the capacity to treat all wastewater to be generated from the Subject Property. The Village further represents and warrants that the Hampshire Creek Interceptor Sewer has been constructed and that it has created, and at all times during the Term of this Amended Agreement will have, sufficient transmission capacity for wastewater to be generated from the Subject Property.

(b) Reservation of Capacity. For the Term of this Amended Agreement the Village shall reserve wastewater treatment capacity in the WWTF and wastewater transmission capacity in the Hampshire Creek Interceptor Sewer in the amounts and to the extent necessary to provide sanitary sewer services to and for all of Unit 1, as it is contemplated to be developed pursuant to this Amended Agreement. The Parties acknowledge that wastewater transmission lines have been constructed in Unit 1 which connect to wastewater transmission lines in the White Oak Ponds Subdivision immediately west of Unit 1 (which lines in turn connect to the West Side Interceptor Sewer, sometimes referred to historically as the Southeast Interceptor Sewer). For the Term of this Amended Agreement the Village shall reserve 612.5 P.E. (i.e., 3.5 P.E. times 175 single-family dwelling units) of wastewater transmission capacity in the West Side Interceptor Sewer for Unit 1 Owners. The Parties agree that such wastewater transmission lines shall be disconnected from the West Side Interceptor Sewer and connected to the Hampshire Creek Interceptor Sewer via the Connecting Sewer Main and subject to the terms and conditions set forth in this Paragraph 4.

(c) Interim Connection. Until ~~PHI the time of completion of constructs~~ the Connecting Sewer Main the Village shall allow connection of wastewater transmission lines in Unit 1 to the wastewater transmission lines in the White Oak Ponds Subdivision immediately west of Unit 1 (which lines in turn connect to the West Side Interceptor Sewer for wastewater transmission) on an interim basis. The Parties acknowledge that from and after the date ~~PHI constructs~~ the Connecting Sewer Main ~~and such improvement~~ is approved by the Village Engineer and placed into service Unit 1 sanitary sewage shall flow to the Hampshire Creek Interceptor Sewer via the Connecting Sewer Main.

(d) Construction of the Connecting Sewer Main. As noted above, the Village's plans for its wastewater transmission system contemplated a temporary connection of Unit 1 Dwelling Units to the Village's West Side Interceptor Sewer and the construction of a new connecting sewer main (the "Connecting Sewer Main") in Unit 2 to divert such wastewater conveyance out of the West Side Interceptor Sewer and into the Hampshire Creek Interceptor Sewer. The Connecting Sewer Main must be constructed on certain land lying within Unit 2. The location of the Connecting Sewer Main is depicted on the Public Sewer Utility Service Exhibit which is attached hereto as Exhibit "PHI-11". The Connecting Sewer Main shall be designed, bonded and constructed by and at the expense of PHI or the Unit 2 Owner at the times specified in the Unit 2 Amended Development Agreement. PHI or the Unit 2 Owner shall also be responsible for obtaining any and all permits necessary for construction of the Connecting Sewer Main. Design and construction of the Connecting Sewer Main shall include such improvements as are necessary to divert wastewater flow originating from Unit 1 into the Hampshire Creek Interceptor Sewer via the Connecting Sewer Main. The Village agrees that

neither Owner nor any Unit 1 Owner shall have any responsibility whatsoever to construct or to contribute toward the cost of constructing the Connecting Sewer Main.

(e) Permit/Fee Lists to be Utilized by Village. The Village Engineer has certified the total costs incurred by the Original Developer in constructing the First Sewer Expansion Project to be \$4,417,210.48. Owner shall be entitled to a credit for such amount against the amounts of sanitary sewer impact fees and sanitary sewer connection fees due for Dwelling Units to be constructed in Unit 1. The Village shall utilize a system of Permit/Fee Lists for each building permit requested by Owner and shall show thereon that no sanitary sewer impact fees and no sanitary sewer connection fees are due for any such permit in Unit 1.

(f) Recapture for Sanitary Sewer Costs. The Village acknowledges and agrees that the amount expended by the Original Developer in constructing the First Sewer Expansion Project exceeded the amount otherwise due from the Subdivision for sanitary sewer impact fees and sanitary sewer connection fees and that a recapture agreement to allow for the recovery of such excess amount has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114, based at the time on the partial costs that had been incurred by the Original Developer for the First Sewer Expansion Project (the "First Sewer Expansion Project Recapture Agreement"). Concurrently with the delivery to Owner of an executed duplicate original or copy of this Amended Agreement the Village shall: (1) execute and deliver to Owner an estoppel certificate, in form and content reasonably acceptable to the Village Attorney, recognizing and confirming the validity of the First Sewer Expansion Project Recapture Agreement; and (2) approve, and thereafter record, an amendment to the First Sewer Expansion Recapture Agreement, confirming the final certified cost of constructing the First Sewer Expansion Project, the right of recapture herein provided for and a recapturable amount due Owner of One Million Three Hundred Eight Thousand Four Hundred Fifty Five and 48/100 Dollars (\$1,308,455.48). The form of said amendment is attached hereto as Exhibit "EE." Said amendment shall also confirm Owner's right to assign its right of recapture.

(g) Acceptance of Improvements. Owner shall convey to the Village by customary form bill of sale all sanitary sewer mains heretofore constructed in the Subdivision which have not been previously accepted by the Village, and the Village shall accept such improvements by Village resolution without requiring the posting of maintenance security pursuant to Section 7-2-4 of its Subdivision Regulations and without requiring Owner or any Unit 1 Owner to complete the work items in regard to the sanitary sewer mains set forth in the Updated Punch List identified in Paragraph 12(b)(2) below (the "Updated Punch List"). Instead, the Village shall complete all work items noted on the Updated Punch List that relate to such sanitary sewer mains using monies previously deposited and currently being held by the Village in the Tuscany Woods Construction Escrow Account, free of any and all claims Owner or any Unit 1 Owner may otherwise assert in regard to said monies. The aforesaid conveyance and acceptance shall be undertaken by deposit of the bill of sale and Village Resolution into the Closing Escrow.

(h) Payment Remaining due for Sanitary Sewer Facilities. The Parties acknowledge that PHI, in the Unit 2 Amended Development Agreement, has acknowledged and agreed that pursuant to the terms of the Agreement for Funding Expansion of the Village's Wastewater Treatment Facility to 1.5 MGD Capacity, dated February 6, 2006, there is due and owing from PHI to Hampshire East, LLC, an amount equal to \$226,206.13 under the terms of the Recapture

Agreement recorded in the Office of the Kane County Recorder as Document No. 2012K005496.. The Parties further acknowledge that PHI has agreed to pay said amount to Hampshire East, LLC. There is also due and owing from PHI to Hampshire West, LLC an amount equal to \$180,758.00 for certain costs related to construction of the Hampshire Creek Interceptor Sewer under the terms of the Recapture Agreement recorded in the Office of the Kane County Recorder as Document No. 2011K015822. The Parties further acknowledge that PHI has agreed to pay said amount to Hampshire East, LLC, and said amount to Hampshire West, LLC, respectively, in each instance together with any interest due under the terms of the applicable recapture agreement, as a condition of approval of, and not later than the date of recording of, the first final plat of subdivision for all or any part of Unit 2. The Village acknowledges and agrees that neither Owner nor any Unit 1 Owner shall be obligated to pay to the Village or any other party, directly or indirectly, any further amounts for the construction of the First Sewer Expansion Project, the Second Sewer Expansion Project or the Hampshire Creek Interceptor Sewer.

(i) No Further Sanitary Sewer System Improvements. Neither Owner, any Unit 1 Owner, nor any other person owning or acquiring any interest in the Subject Property shall have any further obligation to construct or pay for any on-site or off-site sanitary sewer system improvements for the Subdivision, Unit 1 or any other property, nor shall Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property have any obligation to pay any sanitary sewer impact fees or sanitary sewer connection fees, as a condition to or in furtherance of the construction or occupancy of Dwelling Units on the Subject Property.

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

(a) Existing Capacity. The Parties acknowledge and agree that the First Water Expansion Project described in the Original Development Agreement (the "First Water Expansion Project") has been constructed and is operational as of the Effective Date of this Amended Agreement. The Village represents and warrants that the Village's water supply and distribution system has sufficient capacity, and that at all times during the Term of this Amended Agreement it will have sufficient capacity to serve the Dwelling Units constructed or to be constructed in Unit 1.

(b) Reservation of Capacity. For the Term of this Amended Agreement the Village shall reserve capacity in its water supply and distribution system in the amounts and to the extent necessary to provide potable water and water for fire protection services to the Dwelling Units constructed and to be constructed in Unit 1. The Village agrees that it will not refuse or fail to issue building permits for Dwelling Units to be constructed in Unit 1 because the Unit 2 Pressure Reducing Valve may not yet have been installed or placed into operation.

(c) Installation of Pressure Reducing Valve. The Parties acknowledge that a pressure reducing valve (the "Pressure Reducing Valve") for the water supply and distribution system to serve Unit 2 has been fabricated, has been paid for, and is currently stored at the Village's Water Facility No. 10-13 awaiting installation. The Parties further acknowledge and agree that the Pressure Reducing Valve and apparatus is to be transported and installed and made fully functional by either PHI or a Unit 2 Owner, at its their sole expense, and that either PHI or such Unit 2 Owner shall be responsible for obtaining any permits required for said transport and

installation. The Village acknowledges and agrees that neither Owner, any Unit 1 Owner, nor any other person owning or acquiring any interest in the Subject Property shall have any liability or responsibility for the cost of fabricating, transporting, installing or storing the Unit 2 Pressure Reducing Valve or for posting any performance security with the Village to ensure the timely and complete transportation and installation of the Unit 2 Pressure Reducing Valve.

(d) Permit/Fee Lists to be Utilized by Village / Fee Credits. The Village Engineer has certified the total costs of constructing the First Water Expansion Project to be \$2,483,062.10. Owner shall be entitled to a credit for such amount against the amounts of water impact fees and water connection fees due for Dwelling Units to be constructed in Unit 1. The Village shall utilize a system of Permit Fee Lists for each permit requested by Owner and shall show thereon the amount of water impact fees and water connection fees due for each such permit and shall show that no further amount is due. The Village acknowledges that Unit 1 is "paid in full" and that no further water impact fees or water connection fees will be due as a result of or in connection with the development of the Subject Property and the construction of Dwelling Units in Unit 1.

(e) Recapture Due for Water Costs. The amount expended by the Original Developer for the First Water Expansion Project does not, as of the Effective Date of this Amended Agreement, exceed the amount of water impact fees and water connection fees due for the number of Dwelling Units planned for the Subdivision, but it is anticipated that after adding the cost of transportation and installation of the Pressure Reducing Valve when actually incurred by either PHI or a Unit 2 Owner the sum of the certified costs of the First Water Expansion Project will exceed the amount due for such impact and connection fees. Therefore, although there is not any recapture due at this time, there may in the future be recapture due as a result of the construction of the First Water Expansion Project. A Recapture Agreement for such expenditures was approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01113, based at the time on the partial costs that had been incurred for the First Water Expansion Project. The Parties shall cooperate to record an amendment to said Recapture Agreement, certifying the final certified costs of such work as specified above, describing any amount of recapture due, and specifying that any amount of recapture realized from such agreement shall be paid to PHI as the owner of Unit 2. The form of such amendment is attached hereto as Exhibit "FF." Under no circumstances shall Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property be obligated to pay any of such recapture.

(f) Conveyance of Water Mains. Owner shall convey to the Village by customary form bill of sale all water mains heretofore constructed in the Subdivision which have not previously been accepted by the Village and the Village shall accept such improvements without requiring the posting of a maintenance security, as otherwise provided in Section 7-2-4 of the Village Subdivision Regulations, and without requiring Owner or any Unit 1 Owner to complete the work items identified on the Updated Punch List that relate to such water mains. Instead, the Village will complete all work items noted on the Updated Punch List that relate to the water mains in the Subdivision, and for this purpose the Village will use monies previously deposited and currently being held by the Village in the Tuscany Woods Construction Escrow Account, free of any and all claims Owner or any Unit 1 Owner may otherwise assert in regard to said

monies. The aforesaid conveyance and acceptance shall be undertaken by deposit of the bill of sale and Village Resolution into the Closing Escrow.

(g) No Further Water System Improvements. Neither Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property shall have any further obligation to construct or pay for any on-site or off-site water system improvements for the Subdivision or any other property, nor shall Owner, any Unit 1 Owner or any other person owning or acquiring any interest in the Subject Property have any obligation to pay any water impact fees or water connection fees, as a condition to or in furtherance of the construction or occupancy of Dwelling Units on the Subject Property.

6. Storm Sewer Service in the Subdivision.

(a) The Village agrees that the Unit 2 Amended Development Agreement shall require PHI and Unit 2 Owners to covenant that to the extent that PHI or such Unit 2 Owners own or control any detention basins which serve or are intended to serve Unit 1 neither PHI nor said Unit 2 Owners shall obstruct the ability of Owner and Unit 1 Owners to freely utilize the same.

(b) Owner shall convey to the Village by customary form of bill of sale all detention basins and related appurtenances serving Unit 1 which have not been previously conveyed to and accepted by the Village and the Village shall accept such improvements without requiring the posting of any maintenance security as provided for in Section 7-2-4 of its Subdivision Regulations. Concurrently with the conveyance of such improvements and provided Owner has obtained at its expense a commitment for title insurance showing clear title to same, and that Owner will provide a policy of title insurance for same after acceptance of the deed described herein, Owner shall convey to the Village and the Village shall accept title to Lots 1023 and 1025 in Unit 1. The conveyance shall be made pursuant to the form of deed that is attached hereto as Exhibit "GG". The aforesaid conveyances and acceptances shall be undertaken by deposit of the bill of sale, Village Resolution and deed into the Closing Escrow.

(c) At the Closing contemplated by the Global Settlement Agreement and through the Closing Escrow Owner shall pay the Village \$3,700 as Owner's contribution towards the cost of undertaking the work to Detention Basins No. 5 and 7 identified on the Updated Punch List, and PHI shall pay the Village \$21,800 as its contribution towards the cost of undertaking the work to Detention Basins No. 4 and 8 identified on the Updated Punch List. The Village shall use the monies contributed pursuant to this Paragraph 6 to perform the work related to said basins described in the letter from Encap, dated November 18, 2013 attached to the Updated Punch List, Exhibit "LL."

(d) Owner shall convey to the Village by customary form bill of sale all storm sewers and other stormwater management improvements heretofore constructed in the Subdivision which have not previously been accepted by the Village and the Village shall accept the same by Village Resolution without requiring the posting of a maintenance security as otherwise provided in Section 7-2-4 of the Village Subdivision Regulations and without requiring Owner or any Unit 1 Owner to complete the work items in regard to the storm sewers set forth on the Updated Punch List. Instead, the Village will complete all work items noted on the Updated Punch List that relate to the storm sewer mains in the Subdivision using monies previously deposited and

currently being held by the Village in the Tuscany Woods Construction Escrow Account, free of any and all claim Owner or any Unit 1 Owner may otherwise assert in relation to said monies. Owner acknowledges and agrees, notwithstanding the foregoing, that a section of storm sewer has yet to be constructed in Unit 1, as referenced on the Updated Punch List, and that a Unit 1 Owner shall be responsible for constructing said storm sewer, at its cost, at such time as necessary to ensure the proper flow of stormwater from the area to be served by said section of storm sewer. The aforesaid conveyance and acceptance shall be undertaken by deposit of the bill of sale and Village Resolution into the Closing Escrow.

(e) No Further Stormwater Management Improvements. Except as provided in Paragraphs 6(c) and (d) above, neither Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property shall have any obligation to construct or pay for any on-site or off-site stormwater management improvements for the Subdivision or any other property as a condition to or in furtherance of the construction or occupancy of Dwelling Units on the Subject Property.

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

(a) Owner shall be entitled to receive the recapture due pursuant to the amendment to the First Sewer Expansion Recapture Agreement described in Paragraph 4(f) above.

(b) Owner shall be entitled to receive recapture from PHI in the amount of One Hundred Forty Nine Thousand Five Hundred and No/100 (\$149,500.00) Dollars for park impact fees previously paid and park improvements previously constructed for the Subdivision. PHI shall pay such recapture to Owner at the time and in the manner described in Paragraph 10 below.

(c) The Village and Owner acknowledge and agree that certain recapture amounts are described in the following agreements:

(i) Recapture due the Farms of Hampshire, LLC in the initial amount \$189,182.52 as a result of the construction of improvements for the intersection of Runge Road and IL 72, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008, as Document No. 2008K060161; and

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

(iii) Recapture due Hampshire Enterprises, Inc., based on the certified costs of \$58,522.28, as a result of the construction of the Southeast Interceptor Sewer in the Village, per the Recapture Agreement recorded in the Kane County Recorder's Office on January 6, 1997 as Doc. No. 1997K001003.

(d) Owner and PHI shall each pay Heartland Bank and Trust Company ("Heartland Bank"), as successor in interest to the Farms of Hampshire, LLC's interests in and to said

recaptures, \$116,920.81 in full and final satisfaction of the amounts set forth in Paragraphs 7(c)(i) and 7(c)(ii) above. Such amounts shall be paid at the Closing contemplated by the Global Settlement Agreement through the Closing Escrow provided Heartland Bank has then deposited into the Closing Escrow a duly-executed release and settlement of all claims in a form reasonably acceptable to the Parties. The Village shall not charge or assess a collection or administrative fee in connection with the payment of said recapture amounts notwithstanding anything to the contrary contained in the recapture agreements described in Paragraphs 7(c)(i) and (ii) above.

(e) Owner shall pay the Farms of Hampshire, LLC \$32,000.00 in full and final satisfaction of the amount set forth in Paragraph 7(c)(iii) above at the Closing contemplated by the Global Settlement Agreement through the Closing Escrow provided the Farms of Hampshire LLC has then deposited into the Closing Escrow a duly-executed release and settlement of all claims in a form reasonably acceptable to the Parties. The Village shall not charge or assess a collection or administrative fee in connection with the payment of said recapture amounts notwithstanding anything to the contrary contained in the recapture agreement described in Paragraph 7(c)(iii) above.

(f) The Village acknowledges and agrees that except as set forth in this Paragraph 7, no other recapture payments shall be due from Owner or any Unit 1 Owner as a result of or in connection with the development of the Subject Property and that the Village shall not approve any other recapture agreements or adopt any recapture ordinances which burden Owner, a Unit 1 Owner or the Subject Property with additional recapture obligations without the prior written consent of Owner or the affected Unit 1 Owner, which consent may be given or withheld in said party's sole and absolute discretion.

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

(a) The Village duly proposed and established Special Service Area #13 as described in the Original Development Agreement and special service area bonds in an amount equal to \$12,000,000 were thereafter issued by the Village (the "SSA #13 Series 2007 Bonds"), and the proceeds of said bonds were utilized for the construction of public improvements identified in the Original Development Agreement.

(b) The Series 2007 Bonds are being retired by special taxes levied on a reasonable and rational basis against the property located within the Subdivision. However, by agreement of the Parties, PHI and others, \$5,900,000 of the SSA #13 Series 2007 Bonds are being redeemed and the territory comprising Unit 2 is being disconnected by court proceedings and order from Special Service Area #13. After redemption of the aforesaid \$5,900,000 of the SSA #13 Series 2007 Bonds, the Village will re-issue outstanding principal balance of the SSA #13 Series 2007 Bonds will be in the amount of \$5,949,000.00.

(c) After redemption of the aforesaid \$5,900,000 of SSA #13 Series 2007 Bonds, and the aforesaid disconnection of Unit 2 from Special Service Area #13, and the re-issuance of the Series 2007 Bonds, debt service on the SSA #13 re-issued Series 2007 Bonds then remaining outstanding shall be paid by special taxes levied on the territory comprising Unit 1 in accordance

with the procedures prescribed in the original Bond Ordinance, Village of Hampshire Ordinance No. 06-42; the ordinance ~~authorizing redemption of a portion of the bonds,~~authorizing the re-issuance of the Series 2007 Bonds, Village of Hampshire Ordinance No. 14-15; and as outlined in the Special Tax Roll and Report for Special Service Area #13 issued from time to time, until paid in full.

9. Impact Fees and Transition Fees.

(a) The Village acknowledges that the permit fees, impact fees and transition fees set forth on ~~Exhibit "HH"~~ "SS" have been previously paid for the Unfinished Dwelling Units. The Village further acknowledges and agrees that the impact fees and transition fees set forth on ~~Exhibit "H" "III"~~ attached hereto shall apply to the construction of Additional Dwelling Units in Unit 1 to the extent the impact fees and transition fees for such Additional Dwelling Units have not been previously paid. The impact fees and transition fees set forth on ~~Exhibit H~~ "HH" shall continue in effect without change for a period of four years after the Effective Date of this Amended Agreement; provided that upon expiration of said four year period the impact fees and transition fees applicable to the Subject Property shall be the fees then being generally and lawfully applied by the Village to other properties pursuant to the Village Code. Notwithstanding the foregoing, any increased, other or additional impact fee or transition fee adopted by the Village following the expiration of said four year period shall not apply to Unit 1 until six months after the Village Board approves the same and gives notice of the same to Owner or the Unit 1 Owner then developing the Subject Property, which action may be taken and notice may be given prior to the expiration of said four year period.

(b) Owner shall pay the fees described in the foregoing sub-paragraph (a) at the time of application and as a condition for issuance of a certificate of occupancy for each Additional Dwelling Unit constructed in Unit 1.

(c) The Village acknowledges that no land contribution shall be required for the land/cash contributions due for school impact fees under Chapter 14 of the Village Code and/or the Original Development Agreement or this Amended Agreement, and Owner shall pay cash in lieu of land therefor as specified on ~~Exhibit "H" "III"~~.

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

(e) The Parties acknowledge and agree that the County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee, and any person or entity constructing Additional Dwelling Units on the Subject Property shall be required to pay such fee as required by the County ordinance or as otherwise agreed by Kane County. The Village acknowledges that, to the extent indicated on ~~Exhibit "H" "SS"~~, such fees for the Unfinished Dwelling Units have been previously paid.

10. Park Donations.

(a) The Parties hereto acknowledge and agree that all donations of cash and/or land for park purposes have been fully satisfied in relation to Unit 1; and no further contributions of cash or land are or shall be due or owing in connection with or as a result of the development, use or occupancy of the Subject Property.

(b) The Village shall include a provision in the Unit 2 Amended Development Agreement which requires PHI to pay Owner One Hundred Forty-Nine Thousand Five Hundred Dollars (\$149,500.00) at the time of the Closing contemplated by the Global Settlement Agreement. Such sum shall be paid to Owner through the Closing Escrow in full and complete satisfaction of PHI's obligation to reimburse Owner for park impact fees previously paid and park improvements constructed for the Subdivision.

(c) The Village, as of September 5, 2013, has accepted all Park Improvements (as defined in the Original Development Agreement) heretofore constructed on the Park Site depicted on the Preliminary Plan and as depicted on the Landscape Plan, as amended and attached as Exhibit "DD." The Village shall maintain those Park Improvements at its sole expense from and after said date of acceptance.

(d) The Village shall, to the extent permitted by law, apply all or a portion of the cash contributions for park purposes received from other developments in the Village, including but not limited to Hampshire Highlands Subdivision, towards the Phase Two Park Improvements as described in Exhibit "NN". Construction of the additional Phase Two Park Improvements shall be completed by the Village as soon as practicable when the Village has collected sufficient contributions for park purposes from other developments that will be benefitted by such improvements.

11. Road, Street and Utility Construction Standards.

(a) The Parties acknowledge that streets have been constructed on the Subject Property in the manner depicted on the Unit 1 Final Engineering Plans and in accordance with all required specifications. Owner has conveyed and the Village has accepted said streets and certain other right of way improvements as more specifically referenced in that certain Bill of Sale dated November 15, 2012. Owner shall have no obligation to provide the Village with a maintenance bond for the improvements accepted by the Village as aforesaid. The Village acknowledges that it is responsible to maintain those improvements accepted by the Village which shall include, without limitation, performing snow plowing services in accordance with standard Village practices and procedures. Owner shall not be required to construct or pay for any off-site road improvements in furtherance of or in connection with the development of the Subject Property.

(b) The Parties acknowledge and agree that as of the Effective Date of this Amended Agreement construction of certain improvements has been substantially completed at the intersection of IL 72 and Romke Road, to wit: westbound deceleration lane; eastbound left turn lane; and westbound left turn lane, and that the Village utilized certain letter of credit and escrowed funds on deposit with the Village to pay the costs of such construction. The Village acknowledges and agrees that Owner shall have no further responsibility for the costs of constructing improvements to the intersection of IL 72 and Romke Road and that it shall be the obligation of PHI as owner of Unit 2, or of any other Unit 2 Owner, at the sole cost and expense of PHI or such other Unit 2 Owner, to construct the eastbound deceleration lane (for traffic turning south onto Romke Road) depicted on the Preliminary Plan (Exhibit "BB"), which

construction such party shall undertake, or cause to be undertaken, at the time of development of any portion of the area in the Subdivision lying south of IL 72.

(c) Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, following issuance of the first building permit for an Additional Dwelling Unit to be constructed on the Subject Property, Owner or the applicable Unit 1 Owner shall perform the following tasks:

- (i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site.
- (ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.
- (iii) Make a one-time deposit with the Village Clerk in the sum of Five Thousand (\$5,000.00) Dollars as and for a "Site Control Escrow."

(d) In the event Owner or any Unit 1 Owner fails to mow weeds, pick up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Amended Agreement, or within 24 hours after receipt of notice from the Village of failure by Owner or any Unit 1 Owner to comply with the provisions of this Amended Agreement, then the Village may perform, or contract with others to perform, such undertaking and deduct from the applicable Site Control Escrow the costs thereof. Owner and any Unit 1 Owner, as the case may be shall, within 15 days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the same at a Five Thousand Dollar (\$5,000.00) balance.

(e) All sums then remaining on deposit with the Village in the Site Control Escrow pursuant to this Paragraph shall be returned to Owner or the applicable Unit 1 Owner, as the case may be, upon issuance of the final certificate of occupancy for Additional Dwelling Units in Unit 1.

(f) Street lighting of public streets has been completed pursuant to the Unit 1 Final Engineering Plans, except as set forth on the Updated Punch List. By Resolution No. 12-16, the Village has previously accepted certain street lighting that has been completed in Unit 1 and shall be responsible for maintenance of said lighting. Owner shall be responsible to complete the street lighting work referenced in the Updated Punch List.

(g) With the exception of the work identified on the Updated Punch List, street signs, traffic control signs, and streetlights have been installed in accordance with the Unit 1 Final Engineering Plans. No sidewalk in any phase of 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. Sidewalks shall be constructed in conjunction with construction of each residence as set out in Paragraph 12(g)(iv) below. A mailbox shall be provided in accordance with Exhibit "JJ" as a condition of issuance of a certificate of occupancy for each Additional Dwelling Unit constructed in Unit 1. Fences shall be erected only in compliance with

Exhibit "JJ".

12. Public Improvements - Security and Acceptance.

(a) In the event the owner of an adjacent property ("Adjacent Property Owner") requires connection to any water main and/or sanitary sewer lines located on the Subject Property, and in the event that Owner has not at the time extended the same to the boundary line of the Subject Property, then upon the Village's request, Owner 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. Such right of access shall be conditioned on the Adjacent Property Owner delivering to Owner adequate insurance and indemnity. The cost of extending any such water mains or sanitary sewer lines to the boundary of Owner's property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner. Nothing herein shall require Owner to construct water mains and sanitary sewer lines to the boundaries of the Subject Property.

(b) Notwithstanding anything to the contrary set forth herein, as to any and all improvements constructed (or, partially constructed) in Unit 1 prior to the Effective Date of this Amended Agreement, the following shall govern:

i) The Parties acknowledge and agree that the Village Engineer previously issued a punch list in regard to all such work, dated October 6, 2009.

ii) The Village Engineer has re-inspected said improvements and issued an Updated Punch List for all work previously included in the Final Engineering Plans, and constructed as part of or in support of Unit 1, but specifically excluding any sidewalk to be constructed and/or any parkway trees to be planted immediately adjacent to any lot which is intended for construction of a Dwelling Unit, which Updated Punch List supersedes the 2009 punch list and is attached hereto as **Exhibit "LL"** (the "Updated Punch List").

iii) The Village, using monies deposited in the Tuscany Woods Construction Escrow Account and without any additional contribution of monies from Owner, shall complete the work items identified on the Updated Punch List except as otherwise specified in this Amended Agreement and other than (a) the sidewalks to be constructed, parkway trees to be planted, and the parkway areas to be seeded immediately adjacent to any Lot which is intended for construction of an Additional Dwelling Unit; (b) the landscaping required to be planted on Lots 1029, 1030 and 1031 (i.e., adjacent to Jake Lane); and (c) the street lights required to be installed as set forth on the Updated Punch List.

iv) Subject to the provisions of Paragraph 17(c) below, sidewalks to be constructed, parkway trees to be planted, and parkway areas to be seeded immediately adjacent to any Lot on which an Additional Dwelling Unit is to be constructed shall be constructed, planted, and/or seeded, respectively, by Unit 1 Owners prior to the Village's issuance of a Certificate of Occupancy for such Additional Dwelling Unit, and after such improvements have been completed to the satisfaction of the Village Engineer, the Village shall accept such improvements for ownership and maintenance thereof.

v) A Unit 1 Owner shall undertake the landscaping improvements required for

Lots 1029, 1030 and 1031 (i.e., adjacent to Jake Lane), as described on the Updated Punch List, in connection with and at the time of said party's development of all or any portion of the Subject Property. The Parties acknowledge that PHI is to pay Owner one-half of the cost of installation of said landscaping improvements at the time of the Closing contemplated by the Global Settlement Agreement through the Closing Escrow.

vi) Upon closing on a sale of all or any portion of the Subject Property, including the Unfinished Dwelling Units, a Unit 1 Owner shall post performance and payment security for the estimated cost of completing the following work items listed on the Updated Punch List:

- 1) The storm sewer described in Paragraph 6(e) above;
- 2) The street lights described in Paragraph 11(f) above; and
- 3) The Jake Lane landscaping described in Paragraph 12(b)(v) above.

The security shall be in the form of a bond or a letter of credit, as the Unit 1 Owner may elect, provided, however, that the form of said bond or letter of credit shall be subject to the review and approval of the Village attorney, which approval shall not be unreasonably withheld or delayed.

(c) The Village agrees that the Unit 2 Amended Development Agreement shall require PHI, its successors and assigns, to covenant that to the extent PHI, its successors and assigns, as the case may be, have an ownership interest in any public improvements presently serving or intended to serve the Subject Property as contemplated in the Preliminary Plan or the Unit 1 Final Engineering Plans, neither PHI nor its successors and assigns shall obstruct Owner's ability to freely utilize such public improvements.

(d) The Parties agree that Owner and any Unit 1 Owner covenant that to the extent Owner or any Unit 1 Owner, as the case may be, have an ownership interest in any public improvements presently serving or intended to serve the Unit 2 Property as contemplated in the Preliminary Plan or the Unit 1 Final Engineering Plans, respectively, neither Owner nor any Unit 1 Owner shall obstruct any Unit 2 Owner's ability to freely utilize such public improvements.

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

(a) Owner shall have the right to install or erect up to two pre-sale trailers and two construction office trailers, with parking lots, on the Subject Property after obtaining all applicable permits from the Village; provided, however, that no such structure shall be within 15 feet of any property lines of the Subject Property, and provided further that the location of any trailers shall be subject to Village staff approval, which approval shall not be unreasonably withheld or delayed.

(b) Owner shall have the right to construct not more than two model homes areas for each of the three product types offered at the Subject Property, with each model home area having not more than four structures each, subject to the approval by the Village's Building Department of the construction plans therefor. In conjunction with the construction, use, and

maintenance of the model homes, Owner shall have the right to erect and maintain temporary fencing not exceeding four feet in height of such material and style in accordance with Village staff approval, which approval shall not be unreasonably withheld or delayed. Owner shall have the right to maintain model homes on the Subject Property until all of the lots on the Subject Property have been conveyed to individual homebuyers.

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

(d) The rental of existing residences for rental dwelling purposes shall be interim uses permitted on the Subject Property. No other interim uses shall be permitted.

(e) 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.

(f) No model homes shall be utilized by any Unit 1 Owner for sales purposes unless and until a permit for occupancy as a model shall have been issued by the Village. Should any such model home be sold for occupancy as a residence, a Unit 1 Owner shall apply for and obtain a permanent certificate of occupancy prior to closing of the sale. The foregoing notwithstanding, the Village agrees that if a model home complies with Village building codes in existence on the date the building permit for said model home was issued, any changes in such codes enacted prior to the time an application for a permanent certificate of occupancy is submitted to the Village shall not be applicable to such model home.

(g) The Parties agree that certain work has previously been undertaken pursuant to a permit issued by the Army Corps of Engineers ("the ACOE") for wetlands in the Subdivision. The Village has no jurisdiction over such permit or work required pursuant thereto. Unit 2 Owners shall be responsible for any and all work in the Subdivision required by the ACOE in relation to any such wetlands; and neither Owner nor any Unit 1 Owner shall have any responsibility for same.

(h) The Parties agree that certain soil erosion control measures were previously undertaken in Unit 1 in support of development there, and future residential construction and or development activities in Unit 1 may from time to time require additional soil erosion control measures. Unit 1 Owners, in their construction of Additional Dwelling Units on the Subject Property, shall be responsible for undertaking, at their expense, all soil erosion control measures required to maintain compliance with the Unit 1 NPDES permit.

(i) The Village agrees that it will not halt work in or refuse to issue any building permit for a Dwelling Unit in Unit 1 because of a default by PHI or any Unit 2 Owner in regard to work to be performed by PHI or any Unit 2 Owner in relation to wetlands in the Subdivision or any other matter specified in this Amended Agreement or the Unit 2 Amended Development Agreement that remains the responsibility of either PHI or Unit 2 Owners.

14. Architectural Review. In lieu of the requirements in Section 5-2-1 of the Village Code, each Unit 1 Owner shall apply and enforce the following architectural improvement standards throughout the Subject Property:

(a) In the event two adjacent homes having the same floor plan are constructed on one side of a street within the Subject Property, each home shall have a different elevation. For purposes of this paragraph, differences in elevation shall be measured in terms of roofline and fenestration. In addition, homes having the same elevation shall not be constructed "directly across the street" from one another. For purposes of this paragraph, homes shall be deemed to be "directly across the street" from one another if their respective lot boundaries overlap by 25% or more. However, homes having like elevations may be erected "directly across the street" from one another as long as the respective lot boundaries do not overlap each other by more than 25%. Homes are deemed to be "directly across the street" from one another if their respective lot boundaries overlap by 25% or more. In the case of small cul-de-sacs with eight or fewer lotsites, no duplication of elevations shall occur.

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

(c) Minimum foundation plantings around houses shall conform to the Landscape Plan (Exhibit "DD").

(d) The Village is informed that certain Covenants, Conditions, and Restrictions (the "CCR's") have been adopted by a previous owner of the Subject Property, which CCR's in part govern architectural standards in Unit 1. The Village agrees that such CCR's are private covenants, conditions and restrictions to which the Village is not a party and that the Village will not withhold issuance of any building permit or certificate of occupancy on account of any alleged violation of the CCR's so long as Owner or a Unit 1 Owner has met the obligations of this Amended Agreement.

15. Building Permits/Unfinished Dwelling Units.

(a) Unit 1 Owners shall have the right to submit master building blueprints or plans for the various types of designs of Additional Dwelling Units to be constructed on the Subject Property. Following the approval of any master building blueprints or buildings plans, no further submission or approval of building blueprints or plans will be required for the issuance of a building permit for the construction of any building pursuant to such approved master building blueprint or building plan; provided, however, that applications with plans conforming to the master building blueprints thereon shall be submitted as part of each request for a building

permit. The Village will use its best efforts to review and approve the master building blueprints within 15 days, or such other time as may be agreed between the parties. If the Village does not approve the master building blueprints or plans it shall, with specificity, give notice to such Unit 1 Owner of the elements of said blueprints or plans which do not conform to applicable Village codes and ordinances.

(b) With respect to the Unfinished Dwelling Units in Unit 1, the Parties agree as follows:

i. Inspection of Unfinished Dwelling Units and Unfinished Townhome Buildings. Prior to the Effective Date of this Amended Agreement the Village has issued its Initial Inspection Report regarding the 10 Unfinished Single Family Dwelling Units and the 36 Unfinished Townhome Dwelling Units to identify determine the Unfinished Dwelling Unit Work that needs to be completed on or for each Unfinished Single Family Dwelling Unit and each Unfinished Townhome Dwelling Unit and Townhome Building (the "Initial Inspection"). The Parties acknowledge and agree that the Initial Inspection Report is represents a comprehensive and final itemization of the Unfinished Dwelling Unit Work. Owner acknowledges that the Village utilized third party consultants to undertake its building inspections and that, in connection therewith, Owner shall be responsible for those costs referenced in sub-paragraph (ii) below.

ii. Establishment of Building Permit Fees. The Village agrees that original building permit fees were paid for the Unfinished Dwelling Units as and to the extent indicated on Exhibit "H" "SS" and that the Village's costs and expenses in producing the Initial Inspection Report and in inspecting the Unfinished Dwelling Unit Work following completion thereof by Owner shall be no greater than the costs set forth in that certain proposal dated September 18, 2012 from BF Technical Code Services, Inc., a copy of which is on file with the Village. Said costs shall be equally allocated among the Unfinished Dwelling Units as identified in Exhibit "PP" hereinabove referred to. Except as provided in said proposal, no additional sewer or water connection fees, building permit fees, impact fees, transition fees or other fees shall be assessed by the Village as a condition precedent to the issuance of a new building permit or a certificate of occupancy for an Unfinished Dwelling Unit.

iii. Issuance of Building Permits to Complete Unfinished Dwelling Unit Work. For so long as this Amended Agreement is in effect the Village shall issue building permits to Owner or any Unit 1 Owner to complete the Unfinished Dwelling Unit Work for each Unfinished Dwelling Unit not later than five days after Owner or any Unit 1 Owner submits to the Village a proper application therefor and pays the Village the applicable fee pursuant to Exhibit "PP". Subject to Paragraph 12(b) above, the Village further agrees to issue building permits for Unfinished Dwelling Units irrespective of the fact that (i) work specified on the Updated Punch List remains outstanding, and (ii) other fees and costs owed to the Village may remain outstanding.

iv. Completion of Work. Owner shall complete the Unfinished Dwelling Unit Work for any Unfinished Dwelling Unit for which it is issued a new building permit, or cause such Unfinished Dwelling Unit Work to be completed, not later than six months following the date of permit issuance.

v. Unit 1 Owners may request a temporary certificate of occupancy for any Unfinished Dwelling Unit or any Additional Dwelling Unit, upon substantial completion, subject to the requirements of Paragraph 17(c) below.

16. Signage.

(a) Owner or any Unit 1 Owner shall be permitted to install temporary illuminated signage on the Subject Property as set forth in this Paragraph, but not within 10 feet of any property line or right-of-way line. Under no circumstances shall any sign be located within a right-of-way. Two double-faced signs announcing Owner's future development of the Subject Property, (i) one of which shall not exceed 72 square feet per face and must be located at or near Illinois Route 72, Runge Road and/or Romke Road; and (ii) the remaining one sign shall not exceed 32 square feet per face. Such signs may be erected immediately after approval of this Amended Agreement. No more than these two signs will be permitted on the Subject Property. The location of the signs shall be subject to the prior approval of Village staff which approval shall not be unreasonably withheld or delayed. These signs, or any one of them, may be converted at any time to announce the sale of residences and lots within the Subject Property. Such signs shall be removed at the time that all lots on the Subject Property have been conveyed to individual home buyers. All signage and model homes shall be used only to market Owner's or a Unit 1 Owner's product for the Subject Property and for no other project.

(b) Owner or any Unit 1 Owner shall have the right (but shall not be obligated) to install one illuminated single or double-faced community identification ground sign, not exceeding eight feet in height or 160 square feet per face at any point of access to the Subject Property along all access points on Illinois Route 72, Runge Road and Romke Road; provided, such sign shall be located on private property in a properly established easement or outlot and may not be located closer than five feet to any right-of-way. The construction plans for such signs shall be subject to the review and approval of the Village Board which approval shall not be unreasonably withheld or delayed. At the time of submission of such construction plans, Owner shall be required to deliver evidence to the Village that each such sign will be adequately maintained. After Village Board approval of said signs, the Building Department shall issue a permit within 10 days. No more than this one illuminated sign will be permitted on the Subject Property.

(c) To the extent the current or future ordinances and regulations of the Village permit signs in greater number of or greater size than are authorized in this Paragraph, Owner or any Unit 1 Owner shall have the right to erect such larger number or size.

(d) Nothing in this Paragraph shall limit the right of Owner or any Unit 1 Owner to install signs on the Subject Property or any portion thereof that are otherwise permitted by Village ordinance.

(e) The Village shall reasonably consider the approval of additional illuminated

neighborhood monument identification signage requested at a future date by Owner.

(f) Owner or any Unit 1 Owner may display at least three temporary community identification flags on 25 foot high poles per model home on the Subject Property. In addition, at least one American flag may be displayed on a 30 foot high pole in connection with the pre-sale trailer. No more than three such temporary community identification flags will be permitted on the Subject Property.

17. Occupancy Certificates.

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

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

(c) Temporary certificates of occupancy for Dwelling Units shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, foundation plantings, driveways, public sidewalks, private walkways, topsoil re-spread, sod, parkway trees and seeding to be completely finished, provided that such Dwelling Units and in the case of a townhome building housing more than one Dwelling Unit, such building and related structures are otherwise in a substantially completed condition and are fit for habitation. As a condition of issuance of such temporary certificate of occupancy, Unit 1 Owners shall deposit with the Village Clerk a sum sufficient to secure completion of the related improvements in accordance with the schedule of deposits attached hereto and incorporated herein as **Exhibit "MM"** for each Dwelling Unit for which a temporary certificate of occupancy is requested. Said deposit shall secure construction/installation of such improvements adjacent to the applicable lot and any other work to be performed on the lot. Not later than 14 days after satisfactory completion of such improvements as to any lot or lots, the Village shall return the deposit to the person who made the deposit.

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

(e) As to any Unfinished Dwelling Units, Owner or any Unit 1 Owner shall give notice to the Village when it has completed the Unfinished Dwelling Unit Work, or any specifically identified portion of the Unfinished Dwelling Unit Work for a given Unfinished Dwelling Unit. Promptly following the effective date of such notice the Village shall cause its building inspectors to re-inspect the Unfinished Dwelling Unit to determine if the applicable Unfinished Dwelling Unit Work has been properly completed. If the inspectors confirm that the applicable Unfinished Dwelling Unit Work has been properly completed, they shall promptly (1) notify Owner or the Unit 1 Owner, as the case may be, that further work may proceed on the

Unfinished Dwelling Unit in question, or (2) upon completion of all applicable Work notify the Village of such fact and the Village shall, not later than five days after it receives such notice and at no additional expense to Owner or the Unit 1 Owner, as the case may be, issue a certificate of occupancy for such Unfinished Dwelling Unit. Issuance of a temporary certificate of occupancy shall be subject to sub-paragraph (c) above.

18. Village Codes and Ordinances.

Except as specifically modified in or varied by the Unit 1 Final Plat, the Unit 1 Engineering Plans, the Landscape Plans or the provisions of this Amended Agreement, and continuing in effect for a period of four years from and after the Effective Date of this Amended Agreement, 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 ~~the~~this Amended Agreement. Upon the expiration of said four year period, except as specifically modified in or varied by the Unit 1 Final Plat, the Unit 1 Engineering Plans, the Landscape Plan or the provisions of this Amended Agreement, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter, provided, however, that the application of any such ordinance, regulation or code shall not:

- (a) result in a reduction in the number of residential building lots or Dwelling Units previously approved for the Subject Property;
- (b) alter or eliminate any of the ordinance departures provided for in this Amended Agreement; or
- (c) result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of the Village.

The foregoing to the contrary notwithstanding, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the 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 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.

19. Defense.

(a) The Village and Owner agree to cooperate with each other in the defense of any lawsuits or claims brought against Owner and/or the Village by any person or persons in regard to any of the following matters relating to the Subject Property or any portion thereof: i) the Original Development Agreement or this Amended Agreement; ii) the annexation of the Subject Property to the Village; iii) the zoning or subdivision of the Subject Property; iv) Special Service Area #13; v) the Special Service Area #13 Series 2007 Bonds; or vi) any suit for condemnation for all or any portion of the Subject Property brought by any other governmental body. Each Party shall be responsible for their own legal fees and costs in defending against any such claims, and each Party shall be responsible only for any settlement or judgment agreed by or imposed upon such Party.

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20. Reimbursement of Village Review Costs and Consultant Fees.

(a) At the Closing contemplated by the Global Settlement Agreement Owner shall reimburse the Village, through the Closing Escrow, \$172,500.00 in full and final satisfaction of professional services incurred by the Village in relation to Unit 1 prior to the Effective Date Village's approval of this Amended Agreement.

(b) The Parties acknowledge that the sum due the Village for the Village's prosecution of a complaint for foreclosure in regard to delinquent taxes on Unit 2 has been or are to be reimbursed to the Village pursuant to the terms and provisions of the Global Settlement Agreement.

21. Term of Agreement. This Amended Agreement shall remain in full force and effect until the earlier to occur of (in either case, the "Term"):

(a) the issuance of the last certificate of final occupancy by the Village for the last Additional Dwelling Unit to be constructed on the Subject Property, and

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

22. Amendments. The Village and Owner, by mutual consent, may agree in writing to amend the terms and provisions of this Amended Agreement. However, only the written approval of the legal title holder of an interest in the property subject to the amendment (the legal title holder of the property subject to the amendment) shall be required to effect such amendment. No purported oral amendment to this Amended Agreement shall be binding or enforceable. The Village agrees that, without Owner's prior written consent which may be given or withheld in Owner's sole discretion, it shall not approve or execute any amendment to the Unit 2 Amended Development Agreement which in any way modifies, eliminates or amends the obligations of PHI and Unit 2 Owners specified in the following provisions of this Amended Agreement: Paragraph 4(d) regarding the Connecting Sewer Main; Paragraph 4(i) regarding funds to be paid to Hampshire East, LLC; Paragraph 5(c) regarding the installation of the Pressure Reducing Valve; Paragraph 6(a) regarding the detention/retention basins; and Paragraph 13(g) regarding wetlands.

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: Bazos, Freeman, Kramer, Schuster & Braithwaite LLC
1250 Larkin Avenue - Suite 100
Elgin, IL 60123
Attention: Mark Schuster

To Owner: Tuscany Woods Holdings, Inc.
c/o U.S. Bank
Mail Code MK-IL-CMOP
28 West Madison Street
Oak Park, IL 60302
Attention: Claudia Marciniak, Vice President

With copies to: Meltzer Purtill & Stelle, LLC
1515 E. Woodfield Road, Suite 250
Schaumburg, IL 60173-5431
Attention: Harold W. Francke

and DLA Piper LLP (US)
203 N. LaSalle Street, Suite 1500
Chicago, IL 60601-1293
Attention: Matthew Klepper

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

24. Mutual Assistance.

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

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

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

25. Remedies.

(a) This Amended Agreement may be enforced by either Party or by an appropriate action at law or in equity to secure the performance of the terms of this Amended Agreement herein described. Any such action shall be filed in the Sixteenth (16th) Judicial Circuit, Kane County, Illinois, which court shall be the exclusive venue for any such action. Notwithstanding anything herein to the contrary, the Village may only pursue the remedy of specific performance against successor Unit 1 Owners. The Village acknowledges that it hereby waives its right of specific performance against TWHI as owner of the Subject Property.

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

(c) If either Party shall fail to perform any of its material obligations hereunder and the other Party has given written notice of such default to the defaulting Party, and such defaulting Party fails to cure such default within 30 days of such default notice (provided, however, that said 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 non-defaulting Party shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default.

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

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

(f) Except in cases of emergency where immediate danger to health or life exists and/or where work fails to meet the requirements of or exceeds the scope of the permits issued, the Village shall not issue any stop orders directing work stoppage on buildings or improvements on the Subject Property or any part thereof. If, under the aforesaid circumstances, the Village does issue a stop work order such order shall set forth in detail the reasons for its issuance and cite the provisions of law on which the Village is relying in issuing the order. Upon correction of the defect and a request to the Building Inspector for a re-inspection, the Village shall re-inspect within one day whenever reasonably possible, and as soon as practicable in any event, and if the defect is cured, the Village shall withdraw the stop work order. In the event a "Fail

Notice/Partial Stop" work order is issued by the Village Building Inspector, the other trades shall have the right to continue work. Upon correction of the defects and the request to the Building Inspector for a re-inspection, the Village shall re-inspect within one day whenever reasonably possible, and as soon as practicable in any event, and if the defect is cured the Village shall withdraw the "Fail Notice/Partial Stop" work order. In the event the portion of the Subject Property is owned by multiple owners the stop work order shall only be directed to the owner responsible for the violation and to the unit or the portion of the development where the violation exists. A stop work order on any one or more Dwelling Units in Unit 1 shall not serve as the basis for a stop work order on any other Dwelling Unit in Unit 1.

26. Successors and Assigns.

(a) This Amended Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, transferees and assigns (each successor, transferee and assign of Owner being a "Unit 1 Owner") (including, without limitation, successor purchasers, grantees and transferees of the Subject Property or any part thereof, and successor corporate authorities of the Village). To this end this Amended Agreement shall run with the land. Specifically, but without limitation and to the extent provided by law, the obligations imposed on Owner and any Unit 1 Owner pursuant to this Amended Agreement shall be binding upon successor owners of any lots in Unit 1 who may acquire title to such lots by means of Tax Deed or by deed from the County of Kane. Notwithstanding the foregoing, the provisions of this Amended Agreement shall not be binding upon individual purchasers of Dwelling Units for which final certificates of occupancy have been issued by the Village.

(b) Notwithstanding and in addition to the foregoing, the Village acknowledges that Owner does not intend to act as a builder or developer of any portion of the Subject Property, but intends rather to sell and convey all or any portion of the Subject Property to third parties for construction and/or development, and Owner acknowledges that each such builder and/or Unit 1 Owner must comply with all of the terms of this Amended Agreement. If Owner does transfer and assign its rights and delegates its obligations under this Amended Agreement to a third party for all or any portion of the Subject Property, and if Owner, by notice, provides the Village Clerk the name and address of such third party and identifies the portion of the Subject Property that has been transferred, and if Owner delivers to the Village Clerk: (i) written evidence of such party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event Owner shall no longer have any liability or responsibility for the obligations which have been so transferred. Individual purchasers of Dwelling Units for which a final certificate of occupancy has been issued by the Village are excluded from this notice requirement, the Village acknowledging and agreeing that such purchasers need not assume any of Owner's obligations under this Amended Agreement.

27. No Liability of Corporate Authorities. Owner acknowledges and agrees that the individuals who are members of the corporate authorities entering into this Amended Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever for such action. The Village acknowledges and agrees that the individuals who are executing this Amended Agreement on behalf of Owner have each done so in his or her legal corporate capacity and that neither they nor any officer or director of Owner or U.S. Bank, N.A. shall have any personal liability whatsoever for taking such action or under this Amended Agreement.

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

29. **No Cross-Default.** Neither Owner nor any Unit 1 Owner shall be denied any appropriate request for issuance of any building permit or issuance of any certificate of occupancy for any Dwelling Unit to be constructed on the Subject Property on the basis of any then-existing default of either PHI or any Unit 2 Owner.

30. **Severability.** If this Amended 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 both the Village and Owner mutually deem the provision to be material to this Amended Agreement. The Village and Owner hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

31. **Integration.** This Amended 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 to such rezoning, subdivision and development are expressly merged into and superseded by this Amended Agreement. This Amended Agreement and the Unit 2 Amended Development Agreement collectively supersede the Original Development Agreement in its entirety.

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

IN WITNESS WHEREOF, the Parties have signed this Amended Agreement on the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF HAMPSHIRE

By: _____
Jeffrey R. Magnussen
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

Date: _____

TUSCANY WOODS HOLDINGS, INC.

By: _____

Its: _____

Date: _____

LIST OF EXHIBITS

- AA Legal Description of Unit 1 Property
- BB Preliminary Plan
- CC Unit 1 Final Engineering Plans
- DD Landscape Plan
- EE Form of Amendment to Hampshire Creek Interceptor Sewer Recapture Agreement
- FF Form of Amendment for First Water Expansion Project Recapture Agreement
- GG Form of Deed for Conveyance of Detention/Retention Basins
- HH Impact Fees and Transition Fees Previously Paid
- II Impact Fees and Transition Fees Payable with respect to Subject Property
- JJ Connecting Sewer Main – Sewer Utility Exhibit
- KK Streetlights, Street Signs, Mailboxes, Traffic Signs, and Fence Standards
- LL Bike Path and Sidewalk Exhibit
- MM Updated Punch List
- NN Schedule of Deposits for Temporary Occupancy
- OO Phase II Park Improvements
- PP Unit 1 Final Plat of Subdivision
- QQ List of Unfinished Dwelling Units
- RR Location of Unfinished Dwelling Units
- SS Initial Inspection Report for Unfinished Dwelling Units

No. 14-

**A RESOLUTION
AUTHORIZING THE APPROVAL AND EXECUTION OF AN
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE TUSCANY WOODS SUBDIVISION IN THE VILLAGE
(UNIT 2)**

WHEREAS, in 2004, the Village authorized the approval and execution of a certain Development Agreement for the Tuscany Woods Subdivision; and

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

WHEREAS, since the time of the approval of the Development Agreement, construction of public and private improvements in the subdivision has proceeded, but has not been completed; certain litigation arising out of the financing of the Subdivision has occurred, resulting in a change of ownership for Unit 1 of the subdivision; the owner of the territory lying outside of Unit 1 in the subdivision has proposed to redeem the special service area bonds applicable to said ground; and the current owners have each proposed certain modifications to the terms and provisions of the original Development Agreement for purposes of going forward with and completing development of the subdivision in the future; and

WHEREAS, the owner of the property lying outside of platted Unit 1 of the Tuscany Woods Subdivision has proposed a certain Amended and Restated Development Agreement for the property (otherwise referred to as "Unit 2"); and

WHEREAS, the President and Board of Trustees of the Village find that it is necessary and advisable to enter into separate amendments to the original Development Agreement regarding Unit 1, and the territory lying outside of Unit 1 (each an "Amended and Restated Development Agreement,") in order to describe and plan for the orderly completion of improvements and future development of the territory comprising the Tuscany Woods Subdivision in the Village.

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

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

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

Section 3. The Amended and Restated Development Agreement shall be recorded in the office of the Kane County Recorder, in accordance with the requirements of the escrow agreement among the Village, the Owner, and others as part of a Global Settlement Agreement dated December 11, 2013.

Section 4. The recitals set forth above are hereby made a part of this Resolution.

Section 5. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this 17th day of April, 2014.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this 17th day of April, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

Tuscany Woods
Hampshire, Illinois

/ / / / / / / / /

For Recorder's Use

Amended and Restated
Development Agreement
for
the property lying outside of Unit 1
(as platted) and sometimes referred
to as "Unit 2" in Tuscany Woods
Subdivision

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

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

April ____, 2014

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

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amended Agreement") is made and entered into as of this ____ day of April, 2014 ("Effective Date"), by and between THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation of the County of Kane, State of Illinois (the "Village"), and PHI-HAMPSHIRE, INC. an Illinois corporation ("Owner"). In this Amended Agreement the Village and Owner may be referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the Village of Hampshire is an Illinois municipal corporation organized under the Illinois Municipal Code in the County of Kane, State of Illinois; and

WHEREAS, Owner is the owner of certain property (the "Subject Property") comprised of approximately 250 acres, which constitutes territory lying outside of the land originally platted as Unit 1 of the Tuscany Woods Subdivision in the Village ("Unit 1") but otherwise lying within the boundaries of said Subdivision; and

WHEREAS, the Tuscany Woods Subdivision (the "Subdivision") is located in part on the north side and in part on the south side of Illinois Route 72, and in general, on the east side of the Village; and

WHEREAS, the legal description of the Subject Property is attached hereto as **Exhibit "AA"**; and

WHEREAS, the Village and HPI-Hampshire, LLC (the "Original Developer") agreed to various terms and provisions governing the subdivision, zoning and development of the Subdivision, including the Subject Property, in a certain Development Agreement, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Document No. 2004K156704 (the "Original Development Agreement"); and

WHEREAS, the Subject Property, which constitutes all of the land in said Subdivision lying outside of platted Unit 1, will sometimes herein for convenience be referred to as "Unit 2" of the Tuscany Woods Subdivision; and

WHEREAS, the Subject Property was included in that certain Preliminary Plat of Subdivision approved by the Village in its Resolution No. 04-12, a copy of said Preliminary Plat being attached hereto as **Exhibit "BB"** (and which for purposes of this Amended Agreement supplants the "Development Plan" attached to the Development Agreement as Exhibit "B"); and

WHEREAS, a Final Plat of Subdivision for Unit 1 was approved by the Village and recorded in the Office of the Kane County Recorder as Document No. 2006K139816 (the "Unit 1 Final Plat"); and

WHEREAS, no final plat of subdivision has been submitted by Owner for approval in regard to the Subject Property; and

WHEREAS, the Village, following the necessary legal notices, public hearings and other proceedings, has classified the Subject Property in part in the R-2 Single Family Residence Zoning District, for 20,000 square foot minimum lots; in part in the R-2 Single Family Residence Zoning District for 12,000 square foot lots; and in part in the R-3 Two-Family Residence District for duplex buildings; and the zoning districts are more particularly depicted on the Preliminary Plan; and

WHEREAS, the land otherwise identified as Unit 1 of the Tuscany Woods Subdivision is currently owned by Tuscany Woods Holdings, Inc., an Illinois corporation (“TWHI”); and

WHEREAS, since the date of the Original Development Agreement, development of the Subdivision commenced, certain improvements were constructed in support of the Subdivision, the Special Service Area described in Paragraph 7 of the Original Development Agreement was created, certain Special Service Area bonds were thereafter issued, and a number of single family detached dwelling units and attached townhome dwelling units (individually, a “Dwelling Unit” and collectively, “Dwelling Units”) were constructed in Unit 1; and

WHEREAS, to date, no Dwelling Units have been constructed in Unit 2; and

WHEREAS, in the Original Development Agreement the Village agreed to permit the connection of the first one hundred seventy-five (175) Dwelling Units constructed in the Subdivision to the existing adjacent public sanitary sewer system and the existing public water system located on the east end of White Oak Ponds Subdivision, or located in Hampshire Highlands Subdivision, prior to the construction of the Connecting Sewer Main hereinafter described; and

WHEREAS, in 2007, the persons and/or entities then working on the development and construction of said Subdivision ceased operations and development activities; and

WHEREAS, thereafter, certain litigation ensued in the Circuit Court of Kane County, concerning foreclosure of a mortgage on the Subject Property and further, concerning delinquencies in payment of the *ad valorem* and special taxes due from the Subject Property, and concerning certain matters pertaining to Unit 1 (the “Litigation”); and

WHEREAS, the Village, Owner, the Original Developer, TWHI and certain other parties have now entered into a global settlement agreement (the “Global Settlement Agreement”) to settle and resolve all matters encompassed by the Litigation and other matters related to the Subdivision, which Global Settlement Agreement contemplates, among other things, the approval, execution and delivery of this Amended Agreement, the approval, execution and delivery of an amended and restated development agreement for Unit 1 (the “Unit 1 Amended Development Agreement”) similar to this Amended Agreement, a closing (the “Closing”) and the opening of a closing escrow (the “Closing Escrow”) pursuant to escrow

instructions under which Chicago Title & Trust Company is to serve as escrow trustee; and

WHEREAS, as a result of the Litigation and other circumstances ownership of the Subject Property and of Unit 1 now lies in separate entities and there is at this time no unified ownership of the property constituting said Subdivision; and

WHEREAS, the Parties desire to amend and restate the Original Development Agreement in its entirety so as to delineate and define Owner's rights and obligations with respect to the Subject Property, the rights and obligations of TWHI and each party or entity that ultimately acquires and proceeds with the development of Unit 1 (a "Unit 1 Owner") and the rights and obligations of the party or entity that ultimately acquires and proceeds with the development of Unit 2 (a "Unit 2 Owner"); and

WHEREAS, the Original Development Agreement provided by its terms that only the written approval of the legal title holder of an interest in the property subject to a proposed amendment (the legal title holder of the property subject to the amendment) shall be required to effect an amendment to the Original Development Agreement. Accordingly, the consent of TWHI is not required to conclude this Amended Agreement.

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

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

2. **Authority.**

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

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

(c) So as not to confuse the various exhibits attached to the Original Development Agreement, which were labeled in consecutive fashion starting with the letter "A" and proceeding therefrom, with the exhibits attached to this Amended Agreement, the exhibits to this Amended Agreement are labeled in consecutive fashion, starting with the letters "AA" and proceeding therefrom. All of said latter exhibits are incorporated into this Amended Agreement by this reference thereto.

3. The Zoning, Subdivision and Comprehensive Plan Approvals.

(a) The provisions herein and in the Original Development Agreement for the construction, maintenance and operation of a sanitary sewer and water system and the construction of other public improvements are based on the Original Developer's, Owner's, and the Village's assumptions on the zoning, subdivision and development of the Subdivision, as set forth in the Original Development Agreement and the Preliminary Plan approved as an element thereof. Accordingly, the Parties agree that (i) in Unit 1, there shall be no more than 106 single family lots platted and no more than 106 single family Dwelling Units constructed, no more than 44 duplex lots platted and no more than 88 duplex Dwelling Units constructed, and no more than 25 townhome lots platted and no more than 148 townhouse Dwelling Units constructed; and (ii) in Unit 2, there shall be no more than 263 single family lots platted and no more than 263 total single family Dwelling Units constructed, and no more than 18 duplex lots platted and 36 duplex Dwelling Units constructed.

(b) The Village agrees to permit the Subject Property to be developed substantially in accordance with the Preliminary Plan attached hereto as Exhibit "BB" and the Preliminary Engineering Plans prepared by Christopher B. Burke Engineering West, Ltd., dated February 17, 2004, last revised July 26, 2004, attached hereto as Exhibit "CC" (the "Preliminary Engineering Plans") and the Landscape Plan prepared by Landworks, Ltd. dated July 26, 2004, attached hereto as Exhibit "DD", and the Village shall grant all necessary approvals including, upon proper application therefor and in accordance with the required procedures, the departures from the Subdivision Code, as set forth in sub-paragraph 3(e) below to permit development of the Subject Property that is substantially consistent with the Preliminary Plan.

(c) The gross site area and lot area requirements for the detached single family Dwelling Units (20,000 square foot minimum) on the Development Plan shall be governed by sub-paragraph (c) of Section 6-7-1 of the Hampshire Zoning Ordinance, 2003 and as depicted on the Preliminary Plan. The lot width requirements and the front, rear, side and corner side yard requirements for the 20,000 square foot minimum lots, and the gross site area, lot area, lot width requirements and yard requirements (front, rear, side and corner side yard) for the 12,000 square foot minimum lots shall be governed by Section 6-7-2 of the Hampshire Zoning Ordinance, 2003 and as depicted on the Preliminary Plan.

(d) The gross site area, lot area, lot width requirements and the yard requirements (front, rear, side and corner side yards) of the duplex units in the Development shall be governed by sub-paragraph (c) in Section 6-7-3 of the Hampshire Zoning Ordinance, 2003, and as depicted on the Preliminary Plan.

(e) The Village hereby confirms the approval of and hereby agrees that the provisions of the Village Building Code, Hampshire Municipal Code, Chapter V, Section 5-1-1 *et seq.* currently in effect, to wit: International Building Code Council, 2006 Edition, as modified by Village Ordinance No. 08-40: the Village Zoning Code, Hampshire Municipal Code, Chapter VI, Section 6-1-1 *et seq.*; and the Village Subdivision Code, Chapter VII, Sections 7-1-1 *et seq.*, shall apply to the development of the Subject Property, except as otherwise set forth in this Agreement. The Village acknowledges that it duly considered the Original Developer's request for departures from the Subdivision Regulations (Chapter VII of

the Hampshire Village Code) and following the required legal notices and public hearings approved the following departures which shall apply to the Subject Property per the Preliminary Plan, respectively:

- (i) In Section 7-4-4(A)(2), to permit 120-foot average lot length in lieu of the 125-foot requirement for no more than 104 lots;
- (ii) In lieu of Section 7-4-3(A), the block length requirements as depicted on the Preliminary Plan shall apply;
- (iii) To permit 80 degree angles at intersections in lieu of the 90 degree angle at intersection requirement, provided, this departure shall apply to no more than one (1) intersection;
- (iv) In Section 7-4-1, “Minimum Standards for Street Design”, to permit roadway centerline radius of 85-feet on minor streets in lieu of the 200-foot centerline radius;
- (v) In Section 7-4-1, “Minimum Standards for Street Design”, to require no minimum vertical curve length requirement where a roadway gradient differential is less than or equal to 1.5% and where vertical curves are required and designed with a K value of 30 for crests and 40 for sags with no minimum length;
- (vi) In Section 7-4-1, to require no minimum tangent between reverse curves for minor streets in lieu of the 25-foot requirement;
- (vii) In Sections 7-3-6 and 7-4-6(A), to permit a combination sidewalk/bike path where indicated on the approved Final Plat of Subdivision for Unit 1 of the Subdivision, recorded as Doc. No. 2006K139816 and **Exhibit “JJ”** attached hereto;
- (ix) Section 7-4-4(F) to permit not more than 27 lots to be developed at a minimum lot width of 105-feet in lieu of the requirement that corner lots for residential use shall have not less than 10-feet of extra width;
- (x) The tree preservation, tree removal and general landscaping requirements in Section 5-3-2 are modified as follows:
 - (1) Section 5-3-2(A) is modified to provide that existing trees smaller than 6” diameter at breast height (DBH) shall be exempt from the tree survey or replacement requirements;
 - (2) Section 5-3-2(C)(l)(d) is modified to provide that existing trees shall be measured in DBH not caliper inches and if during development of the Subject Property an existing tree which was to be removed is saved, then a credit shall

be given by the Village and a revision to the tree preservation and removal plan shall occur; and

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

- (xi) In Section 7-3-7(B), two parkway trees shall be required on each lot with a minimum of 100 foot of street frontage and one parkway tree shall be required on each lot with less than 100-foot of street frontage; on any corner lot, the required number of trees shall be provided on each frontage;
- (xii) Owner may use vegetation for edging and side slopes of drainage facilities, provided said slopes are properly designed and built so as not to require stabilization which would require stone or other re-enforcing material; provided, the treatment of side slopes shall specifically be subject to review and approval by the Village Engineer and in any event, shall not exceed four to one slope;
- (xiii) In Section 5-3-3(E)(4)(a), the minimum size of deciduous trees shall be 2.5" caliper, rather than 6" caliper;
- (xiv) In Section 5-3-2(D)(4) and 5-3-3(G)(2), the trees have a trunk diameter of not less than 2.5" caliper, rather than 3" caliper;
- (xv) In Section 5-3-7(G)(4), to maintain said trees for a period of one year, rather than three years following the acceptance of the street improvements in the right-of-way the trees are planted in. The term for replacement warranty for landscaping on private property shall be one year after the initial acceptance by the Village, provided, as to any vacant lot or lots which Owner conveys to a third party, such third party shall assume the responsibility for trees and landscaping described in this Paragraph;
- (xvi) In Section 5-3-7(G), to replace, in accordance with the requirements of this Article, any trees that do not survive in a good and healthy condition for the one year, rather than for the three year, period next following the date of the acceptance of the street improvements in the right-of-way the trees are planted in; and
- (xvii) In Section 7-4-7(A), all unpaved areas within street right of ways adjacent to open space may be seeded subject to review and approval by the Village Engineer.

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

- (f) The Dwelling Units to be constructed in Unit 2 may be constructed
 - (i) without fire protection sprinklers, except as may be otherwise required by State law; provided, Owner shall offer to any purchaser of a Dwelling Unit as an option installation of fire protection sprinklers, and obtain from any person or persons who refuse or decline such option, a written waiver or decline of fire protection sprinklers;
 - (ii) with romex in lieu of conduit for electrical wiring;
 - (iii) with PVC in lieu of copper water piping; and
 - (iv) with ground fault in lieu of “ARC” fault circuit interrupters.

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

(j) The Village here confirms the approval of the Preliminary Plan for the Subdivision, and notwithstanding anything to the contrary set forth in Section 7-2-3(A)(1) of the Village Code, Owner may apply for approval of a final plat for all or any portion of the Subject Property within a period of twenty (20) years after the Effective Date of this Amended Agreement.

(k) The Village shall approve any final plat of subdivision pursuant to the procedures and standards set forth in the Subdivision Code after the submittal of a final plat of subdivision, which is in compliance with the requirement of the Subdivision Code, and in substantial conformance with the Preliminary Plan.

(l) In preparing final plats of subdivision and final plans for the development for the Subject Property, Owner may make minor modifications, subject to the approval of the Village engineer and consistent with the Village's applicable regulations, to the general design and layout of lots, streets, rights-of-way, and improvements, as depicted in the Preliminary Plan, in order to facilitate the effective, efficient, and economical development of the Subject Property in accordance with the requirements of the R-2 and R-3 District regulations (as modified by the approved Preliminary Plan, this Amended Agreement, as well as any other zoning relief that may be approved by the Village). The Preliminary Plan shall be modified accordingly and filed of record with the Village. No such modifications shall authorize Owner to develop a greater number of single-family lots and duplex units than provided for under the approved Preliminary Plan or this Amended Agreement.

(m) In the course of seeking approval of any final plat of subdivision of the Subject Property, 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 Amended Agreement and without the approval of either TWHI or any Unit 1 Owner.

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

(o) The Village acknowledges that all of the necessary legal notices, public hearings and other proceedings necessary to modify the Village's Comprehensive Plan as necessary to be consistent with the development described in this Amended Agreement have been conducted and that the proposed use and development of the Subject Property and the proposed rezonings of the Subject Property to the R-2 Single-Family Residence District and to the R-3 Two-Family Residence District are consistent with said Comprehensive Plan.

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

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

(b) Reservation of Capacity. For the Term of this Amended Agreement, the Village shall reserve wastewater treatment capacity in the WWTF, and wastewater transmission capacity in the Hampshire Creek Interceptor Sewer, in the amounts and to the extent necessary to provide sanitary sewer services to and for Unit 2 as it is contemplated to be developed pursuant to this Amended Agreement.

(c) Construction of the Connecting Sewer Main.

i) The Village's plan and design of its wastewater transmission system has allowed for temporary use by the owner of Unit 1 of a connection to the West Side Interceptor Sewer) to serve Dwelling Units constructed in Unit 1, and further calls for construction of a connecting sewer main (the "Connecting Sewer Main") in Unit 2 to divert such wastewater conveyance out of the West Side Interceptor Sewer and into the Hampshire Creek Interceptor Sewer.

ii) Owner has agreed to construct the Connecting Sewer Main between the

wastewater transmission mains in Unit 1 and the Hampshire Creek Interceptor Sewer. The Connecting Sewer Main is to be constructed on certain land lying within Unit 2. The location of the Connecting Sewer Main is depicted on the Plat of Easement, Doc. No. 2006K079205, which is attached hereto as **Exhibit "II"**.

iii) Owner shall construct the Connecting Sewer Main at its sole cost and expense. Owner shall commence such work upon the earlier to occur of the following events:
a) approval of the first final plat of subdivision for all or any part of the Unit 2 property;
or b) written demand of the Village, as set forth below.

iv) Owner shall post with the Village security in the form of a bond, letter of credit, or cash, at 100% of the engineer's estimate of cost of constructing the Connecting Sewer Main, for purposes of securing the performance of and payment for the work involved in constructing the Connecting Sewer Main. Such security shall be posted not later than the date which is six months after the time of the Closing contemplated by the Global Settlement Agreement through the Closing Escrow.

v) Owner, at its sole expense, shall be responsible for obtaining any and all permits necessary for construction of the Connecting Sewer Main.

vi) Owner understands and agrees that the Village may make demand for construction of the Connecting Sewer Main under this Paragraph if and when, in the opinion of the Village Engineer, the Village has incurred operational problems or difficulties with the conveyance of wastewater through the West Side Interceptor Sewer, or in the alternative, reasonably anticipates such operational problems or difficulties because of new or additional development approved by the Village and to occur within the tributary area of the West Side Interceptor Sewer.

vii) After demand by the Village, if any, in accordance with this Paragraph, if Owner does not then promptly commence work on the Connecting Sewer Main, the Village may demand and draw on the security posted for the performance of and payment for the work, and shall utilize the funds for construction of the Connecting Sewer Main. Provided, however, in any event, Owner shall be responsible for the payment of or to reimburse the Village for any and all costs actually incurred in constructing the Connecting Sewer Main, including engineering fees, permit costs, and construction costs.

(d) Restrictions on Building Permits, Occupancy Permits.

i) Upon commencement of work on the Connecting Sewer Main, the Village will upon application of Owner issue building permits for Dwelling Units to be constructed in Unit 2.

ii) The Village will not issue any certificate of occupancy for any Dwelling Unit in Unit 2 until substantial completion of the Connecting Sewer Main. For purposes of this

Paragraph, "substantial completion" shall mean that the Connecting Sewer Main, in the opinion of the Village Engineer, is operational and properly functioning, and that adequate security remains on deposit with the Village to insure the full completion of the work and payment therefor.

(e) Permit/Fee Lists to be Utilized by Village. The Village Engineer has certified the total costs of constructing the First Sewer Expansion Project to be \$4,417,210.48. Owner shall be entitled to credit for such amount, against the amounts of sanitary sewer impact fees and sanitary sewer connection fees due for Dwelling Units to be constructed in Unit 2. The Village shall utilize a system of Permit / Fee Lists for each building permit requested by Owner and shall show thereon that no sanitary sewer impact fees and no sanitary sewer connection fees are due for any such permit in Unit 2.

(f) Recapture for Sanitary Sewer Costs. The Village acknowledges and agrees that the amount expended in constructing the First Sewer Expansion exceeded the amount otherwise due for the sanitary sewer impact fees and sanitary sewer connection fees due from the Subdivision; and that a Recapture Agreement for such expenditures has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114, based at the time on the partial costs that had been incurred by the Original Developer for the First Sewer Expansion Project (the "First Sewer Expansion Project Recapture Agreement"). Owner acknowledges and agrees that subsequent to the Closing contemplated by the Global Settlement Agreement the Village is to: (i) approve and thereafter record an amendment to the First Sewer Expansion Recapture Agreement, confirming the final certified costs of the First Sewer Expansion, the right of recapture herein provided for and establishing that the amount due for reimbursement under said Recapture Agreement shall be and is \$1,308,455.48; and (ii) that by agreement of Owner and TWHI said sum, if and when collected, shall be paid to TWHI. The form of said amendment is attached hereto as Exhibit "EE" (the "Recapture Agreement Amendment").

(g) Installation and Conveyance of Sanitary Sewer Mains. Owner agrees to install and convey all sanitary sewer mains constructed on the Subject Property after the Effective Date of this Amendment Agreement by customary 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 Amended Agreement, the approved Preliminary Plan and the Engineering Plans (Exhibit "CC"), as certified by the Village Engineer.

(h) Grant of Easement. An easement for the construction of the Connecting Sewer Main has been granted by Plat of Easement recorded in the Office of the Kane County Recorder as Doc. No. 2006K079205. OWNER shall grant such additional, temporary easements to the Village as may reasonably be necessary for construction purposes (if any), either by dedicating same in a Final Plat of Subdivision for Unit 2, or by separate Grant of Easement, as may reasonably be necessary for the construction of the Connecting Sewer Main.

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

(j) Payment due for Expansion of the Village's Wastewater Treatment Facility. Owner acknowledges and agrees that pursuant to the terms of the Agreement for Funding Expansion of the Village's Wastewater Treatment Facility to 1.5 MGD Capacity, dated February 6, 2006, there is due and owing from Owner to Hampshire East, LLC, an amount equal to \$226,206.13. Owner shall pay said amount plus any interest thereon to which the payee is legally entitled to Hampshire East, LLC as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for all or any part of the Subject Property. The recapture of said amount shall be provided for in the Recapture Agreement Amendment and such amount, if and when collected, shall be paid to Owner.

(k) No Further Sanitary Sewer Improvements. Except as otherwise specified in this Amended Agreement, and in particular but not limited to the payment due to Hampshire East, LLC as set forth above, and except for construction of on-site sanitary sewer mains and related improvements, Owner shall have no further obligation to construct any sanitary sewer improvements for the Subdivision or Unit 2.

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

(a) Existing Capacity. The Parties acknowledge and agree that the First Water Expansion project described in the Original Development Agreement ("First Water Expansion Project") has been constructed and is operational as of the Effective Date of this Amended Agreement. The Village represents and warrants that the Village's water supply and distribution system has sufficient capacity, and that at all times during the Term of this Amended Agreement it will have sufficient capacity, provided the pressure reducing valve hereinafter described (the "Pressure Reducing Valve") is installed, to serve the Dwelling Units to be constructed in Unit 2. In particular, the water supply and distribution system currently lacks the capacity to serve the northwest quadrant of the Subject Property as identified on Exhibit "PP" attached hereto.

(b) Reservation of Capacity. For the Term of this Amended Agreement, the Village shall reserve capacity in its water supply and distribution system in the amounts and to the extent necessary to provide potable water and water for fire protection services to the Dwelling Units to be constructed in Unit 2, subject to installation of the Pressure Reducing Valve.

(c) Limitation on Connections. In order to insure the availability of said water supply and distribution capacity, said Pressure Reducing Valve shall be installed at the location shown on the Preliminary Plan (Exhibit "BB") prior to the time a Unit 2 Owner applies for any building permit for a Dwelling Unit lying within the northwest quadrant of the Subject Property as depicted on Exhibit "PP".

(d) Installation of Pressure Reducing Valve. The Pressure Reducing Valve and apparatus shall be transported and installed and made fully functional by Owner, at its sole expense, prior to the time of the first connection to the Village's water supply and distribution system for any Dwelling Unit located in area depicted on Exhibit "PP". Owner shall also be responsible for obtaining any permit(s) required for said transport or installation. The Parties

acknowledge and agree that the Pressure Reducing Valve has been fabricated, has been paid for, and is currently stored at the Village's Water Facility No. 10-13, awaiting installation. The Village shall impose no charge for such storage for so long as the Village can continue such storage. Owner shall include in the first performance security to be posted with the Village for work on the Subject Property the estimated cost of such transportation and installation, as certified by the Village Engineer. The final certified cost of the transportation and installation of the Pressure Reducing Valve shall be added to the Final Certified Cost of the First Water Expansion Project and shall be included in recapture ordinance to be enacted by the Village for the benefit of Owner.

(e) Permit / Fee Lists to be Utilized by Village. The Village Engineer has certified the total costs of constructing the First Water Expansion Project to be equal to \$2,483,062.10 to date (including a credit for \$92,263.66 drawn by the Village from letters of credit issued by Park National Bank, but not including the cost of transportation and installation of the Pressure Reducing Valve). Owner shall be entitled to credit for such amount against the amounts of water impact fees and water connection fees due for Dwelling Units to be constructed in Unit 2; provided the Parties acknowledge and agree that the amount of credit is not sufficient to cover all such fees due and owing in relation to water services, and that the amount remaining due and owing at this time is equal to \$3,104.24. This amount shall be paid in full at the time of the issuance of the first building permit for any Dwelling Unit in Unit 2. The Village shall utilize a system of Permit / Fee Lists for each permit requested by Owner and shall show thereon the amount of water impact fees and water connection fees due for each such permit.

(f) Recapture Due for Water Costs. The amount expended by the Original Developer for the First Water Expansion Project does not as of the Effective Date of this Amended Agreement exceed the amount of water impact fees and water connection fees due for the number of Dwelling Units planned for the Subdivision, but it is anticipated that after adding the cost of transportation and installation of the Pressure Reducing Valve when actually incurred by Owner the sum of the certified costs of the First Water Expansion Project will exceed the amount due for such impact and connection fees. Therefore, although there is not any recapture due at this time, there may in the future be recapture due to Owner as a result of the construction of the First Water Expansion Project. A recapture agreement for such expenditures was approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01113, based at the time on the partial costs that had been incurred by Owner for the First Water Expansion Project. The Parties shall cooperate to record an amendment to said recapture agreement, certifying the final certified costs of such work as specified above, describing any amount of recapture due, and specifying that the sum is due and payable to Owner. The form of said amendment is attached hereto as **Exhibit "FF"**.

(g) Installation and Conveyance of Water Mains. Owner shall install and convey to the Village by customary form bill of sale and the Village, by Village Resolution, shall accept all water mains Owner constructs on the Subject Property after the Effective Date of this Amended Agreement, provided such improvements have been constructed in accordance with the provisions of this Amended Agreement, the approved Preliminary Plan and the Engineering Plans (**Exhibit "CC"**), as certified by the Village Engineer.

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

(i) No Further Water Improvements. Except as otherwise specified in this Amended Agreement, and in particular, as to installation of the Pressure Reducing Valve, and construction of any and all on-site water mains and related improvements Owner shall have no further obligations to construct any water improvements for the Subdivision and/or for Unit 2 thereof.

6. Storm Sewer Service in the Subdivision

(a) The Parties agree that to the extent that Owner owns or controls any detention basins which serve or are intended to serve Unit 1 in the Subdivision, to wit, Pond 4 and Pond 8 as identified on the Preliminary Plan, neither Owner nor any Unit 2 Owner shall obstruct or impair the ability of TWHI and Unit 1 Owners to freely utilize the same.

(b) Owner shall convey to the Village Pond 4 and Pond 8 as identified on the Preliminary Plan by customary form of bill of sale, and the Village shall accept the same by Village Resolution, without requiring the posting of any maintenance security as provided for in Section 7-2-4 of its Subdivision Regulations, provided Owner provides at its expense a policy of title insurance showing clear title to the same at the time of conveyance. Such conveyance shall be made pursuant to deed in the form of Exhibit "GG" attached hereto. The aforesaid conveyances and acceptances shall be undertaken by deposit of the bill of sale, Village Resolution and deed into the Closing Escrow.

(c) At the Closing contemplated by the Global Settlement Agreement and through the Closing Escrow, Owner shall pay the Village \$21,800 as Owner's contribution towards the cost of undertaking the work to Detention Basins identified as Pond 4 and Pond 8 (see above) described in the Updated Punch List, and TWHI shall pay the Village \$3,700 as its contribution towards the cost of undertaking the work to Detention Basins identified as Pond 5 and Pond 7 described in the Updated Punch List. The Village shall use the monies contributed pursuant to this paragraph to perform the work related to said basins described in the letter from Encap, dated November 18, 2013.

(d) Owner shall convey to the Village by customary quit claim form bill of sale all of Owner's right, title, and interest in and to storm sewers constructed on the Subject Property after the Effective Date of this Amended Agreement and the Village shall accept said storm sewers by Village Resolution, provided such improvements have been constructed in accordance with the provisions of this Amended Agreement, the approved Preliminary Plan and the Engineering Plans (Exhibit "CC"), as certified by the Village Engineer.

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

(a) Owner shall be entitled to recapture for the following:

i) Recapture for the First Water Expansion Project in the total amount by

which the final certified costs of said project as determined by the Village Engineer exceed the total Water Impact Fees and Water Connection Fees due for the Subdivision, as specified in the Original Development Agreement and as set forth in Paragraph 5 above.

ii) Recapture for the amount paid to Hampshire East, LLC or its nominee pursuant to Paragraph 4(j) above.

iii) Recapture for the amount paid to Hampshire East, LLC or its nominee pursuant to Paragraph 7(f) below.

iv) Recapture for all costs attributable to the Connecting Sewer Main pursuant to Paragraph 4(c) above.

(b) The Village and Owner acknowledge and agree that certain recapture amounts are described in the following agreements:

(i) Recapture due the Farms of Hampshire, LLC in the initial amount of \$189,182.52 as a result of the construction of improvements to the intersection of Runge Road and IL 72, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008, as Document No. 2008K060161; and

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

(iii) Recapture due Hampshire Enterprises, Inc., based on the certified costs of \$58,522.28, as a result of the construction of the West Side Interceptor Sewer in the Village, per the Recapture Ordinance recorded in the Kane County Recorder's Office on January 6, 1997 as Doc. No. 1997K001003.

(c) Owner and TWHI shall each pay Heartland Bank and Trust Company ("Heartland Bank"), as successor in interest to the Farms of Hampshire, LLC's interests in and to the recapture claims set forth in Paragraphs 7(b)(i) and 7(b)(ii) above, \$116,920.81 in full and final satisfaction of such recapture claims. Such amounts shall be paid at the Closing contemplated by the Global Settlement Agreement through the Closing Escrow provided Heartland Bank has then deposited into the Closing Escrow a duly-executed release and settlement of all claims in a form reasonably acceptable to the Parties. The Village shall not charge or assess a collection or administrative fee in connection with the payment of said recapture amounts notwithstanding anything to the contrary contained in the recapture agreements described in Paragraphs 7(b)(i) and (ii) above.

(d) The Parties acknowledge that TWHI, pursuant to the Unit 1 Development

Agreement Amendment, is to pay Hampshire Enterprises, Inc. \$32,000.00 in full and final satisfaction of the amount set forth in Paragraph 7(b)(iii) above at the Closing contemplated by the Global Settlement Agreement through the Closing Escrow.

(e) Owner agrees to bear the cost of enforcing and defending any Recapture Agreement(s) and pledges to hold the Village, its officers, agents and employees harmless and to pay all expenses, costs, damages (including attorneys' fees, engineering fees, expert witness fees, accountants fees and all litigation expenses) and judgments incurred by, or assessed against the Village and its officials as a result of the Village's entry into or enforcement of said agreement(s). If the Village reasonably anticipates the necessity of enforcing or defending the recapture agreement(s), it shall make a preliminary estimate of the costs thereof and the Owner shall from time to time deposit into a Developer's Escrow with the Village such funds as are deemed by the Village reasonably necessary from time to time to defray the costs of enforcement or defense.

(f) The Parties acknowledge that there is due Hampshire East, LLC for its work on the Hampshire Creek Interceptor Sewer the sum of \$139,270.19, plus interest. Owner shall pay said amount to Hampshire East, LLC as a condition of approval, and not later than the date of recording, of the first final plat of subdivision for all or any part of the Subject Property. When paid, this amount shall be added to the certified costs of the First Sewer Expansion Project pursuant to the Recapture Agreement Amendment and such amount, if and when collected, shall be payable to Owner.

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

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

(a) The Village duly proposed and established Special Service Area #13 as described in the Original Development Agreement and Special Service Area bonds in an amount equal to \$12,000,000 were thereafter issued by the Village (the "Series 2007 Bonds"), and the proceeds of said bonds were utilized for the construction of public improvements identified in the Original Development Agreement.

(b) The Series 2007 Bonds are being retired by special taxes levied on a reasonable and rational basis against the property located within the Subdivision. However, by agreement of the Parties and others, \$5,900,000 of the Series 2007 Bonds is being redeemed and the territory comprising Unit 2 is being disconnected by court proceedings and order from Special Service Area #13. After redemption of the aforesaid \$5,900,000 of said Series 2007, the Village will

re-issue the Series 2007 Bonds in the amount of \$5,949,000.00 which reissuance shall not encumber the territory comprising Unit 2.

(c) After redemption of the aforesaid \$5,900,000 of said Series 2007 Bonds, the aforesaid disconnection of Unit 2 from Special Service Area #13, and the re-issuance of the Series 2007 Bonds, debt service on the balance of the Series 2007 Bonds remaining outstanding from time to time shall be paid by special taxes levied on the territory comprising Unit 1 in accordance with the procedures prescribed in the original Bond Ordinance, Village of Hampshire Ordinance No. 06-42; the ordinance authorizing redemption of a portion of the Series 2007 Bonds, Village of Hampshire Ordinance No. 14-___; the ordinance authorizing the re-issuance of the Series 2007 Bonds, Village of Hampshire Ordinance No. 14-___; and as outlined in the Special Tax Roll and Report for Special Service Area #13, as revised pursuant to Ordinance No. __, until paid in full. Thereafter, Owner shall have no liability to pay any special taxes assessed or levied in relation to Special Service Area #13, as such responsibility shall rest solely with the owners of properties in Unit 1.

9. Impact Fees / Off-Site Improvements.

(a) The fees set forth on **Exhibit "HH"** shall apply to any new construction in Unit 2 hereafter and shall continue in effect without change for a period of four (4) years after the Effective Date of this Amended Agreement. Upon expiration of the four (4) year period the impact fees and transition fees applicable to the Subject Property shall be the fees then generally applied by the Village to other properties pursuant to the Village Code. Notwithstanding the foregoing, any increased, decreased, other, or additional impact fees or transition fees which are then generally applicable in the Village shall be imposed on the construction of Dwelling Units in Unit 2 in the future, provided any such increased, decreased, other or additional impact fee or transition fee shall not apply to Unit 2 until six (6) months after the Village Board approves the same and gives notice of the same to Owner or the Unit 2 Owner which action may be taken and notice may be given prior to the expiration of said four (4) year period. Notwithstanding the foregoing, in no event shall the impact fees and transition fees identified in **Exhibit "HH"** be higher than the corresponding impact fees or transition fees applicable in the Village on the Effective Date of this Amended Agreement.

(b) Owner shall pay the fees described in the foregoing Paragraph 9(a) at the time of application for issuance of a certificate of occupancy for each Dwelling Unit constructed in Unit 2.

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

(d) Monies received pursuant to the Original Development Agreement and this Amended Agreement and, in particular, the impact fees and land-cash contributions, will be

spent only on improvements that benefit the Tuscany Woods Subdivision in accordance with law; provided, however, the transportation system fee paid by Owner shall be utilized by the Village for transportation system improvements consistent with its policy and the Transportation Planning and Roadway Improvement Cost Analysis prepared by EEI and dated November 2003.

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

10. Park Donations.

(a) The Parties hereto acknowledge and agree that all donations of cash and/or land for park purposes have been fully satisfied in relation to Unit 2; and no further contributions of cash or land are due or owing to the Village in relation thereto.

(b) Owner shall pay TWHI One Hundred Forty-Nine Thousand Five Hundred Dollars (\$149,500.00) at the time of the Closing contemplated by the Global Settlement Agreement and through the Closing Escrow in full and complete satisfaction of Owner's obligation to reimburse TWHI for park impact fees previously paid for the Subdivision.

(c) The Village has as of September 5, 2013 accepted all Park Improvements (as defined in the Original Development Agreement) heretofore constructed on the Park Site depicted on the Preliminary Plan, and as depicted in the Landscape Plan, as amended and attached hereto as **Exhibit "DD"**. The Village shall maintain said Park Improvements at its sole expense from and after the date of acceptance.

(d) The Village shall, to the extent permitted by law, apply all or a portion of the cash contributions for park purposes received from other developments in the Village, including but not limited to Hampshire Highlands Subdivision, towards the Phase Two Park Improvements as described in **Exhibit "NN"**. Construction of the additional Phase Two Park Improvements shall be completed by the Village as soon as practicable after the Village has collected sufficient contributions for park purposes from other developments that will be benefitted by such improvements.

11. Road, Street and Utility Construction Standards.

(a) Owner shall provide streets and roads for the Subject Property. Each street right-of-way shall be dedicated in a final plat of subdivision, and the Village agrees that said roads shall be constructed in accordance with the specifications contained in **Exhibit "OO"**. The Parties acknowledge and agree that as of the Effective Date certain improvements have been substantially completed at the intersection of IL 72 and Romke Road, to wit: westbound deceleration lane; eastbound left turn lane; and westbound left turn lane, utilizing certain letter of credit and escrowed funds on deposit with the Village to pay the costs of construction. It shall be the obligation of Owner at Owner's sole expense, at the time of any development of the area in the Tuscany Woods Subdivision lying south of IL 72, to construct the eastbound

deceleration lane (for traffic turning south onto Romke Road) as depicted on the Preliminary Plan, Exhibit "BB".

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

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

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

(i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site.

(ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.

(iii) At all times prior to issuance of a Certificate of Completion by the Village for any street constructed in the 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.

(iv) In the event that the Village certifies completion of any such street between November 1 of any given year and April 1 of the following year, Owner shall continue to provide snow removal for said streets throughout such period.

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

(f) In the event Owner fails to remove snow from the streets, mow weeds, pick up

debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Amended Agreement, or within twenty-four (24) hours after receipt of notice from the Village of Owner's failure to comply with the provisions of this Amended Agreement, then the Village may perform, or contract with others to perform such undertaking and deduct from the Site Control Escrow the costs thereof. Owner shall, within fifteen (15) business days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the same at a Five Thousand (\$5,000.00) Dollar balance.

(g) All sums then remaining on deposit with the Village for Site Control Escrow pursuant to this Section shall be returned to Owner upon final acceptance of all public improvements by the Village.

(h) Owner shall provide adequate lighting of public streets within the 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.

(i) The design standards for streetlights, street signs, mailboxes and traffic signs shall be consistent with the design standards attached as Group **Exhibit "JJ"**. Fences along Jake Lane, Route 72 and Romke Road shall be consistent with the design standards attached as Group **Exhibit "JJ"**. Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase or unit of the development on the Subject Property prior to the issuance of any certificate of occupancy in such phase or unit. Temporary or permanent street signs shall be installed throughout a phase or unit of the development on the Subject Property and any street or streets leading into such phase or unit, prior to the issuance of any building permit in such phase or unit. The design of any temporary street sign shall be subject to the review and approval of the Village Engineer. No sidewalk and no bituminous surface course for any street, in the development on the 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.

12. Public Improvements - Security and Acceptance.

(a) The public improvements shall include the roads, streets and sidewalks, the sanitary sewer and water main improvements, all detention/ retention areas and facilities, flood plains and wetland areas located in Unit 2 as identified on the Preliminary Plan. A final plat for any phase or unit of the development may be approved, but not recorded, until adequate security is provided for the completion of the public improvements attributable to that phase or unit.

(b) The security to be provided by Owner for public improvements benefiting an individual phase or unit of development within the Subject Property shall be in accordance with the applicable Village ordinances (125% of the Village Engineer's estimate of cost). Such security shall be in the form of performance and payment bonds or letters of credit, as Owner may elect, provided however that the form of said bonds or letters of credit shall be subject to

review and approval by the Village Attorney, which approval shall not unreasonably be withheld or delayed.

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

(d) The security posted by Owner may be reduced by the Village from time to time, upon request by the 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 reduce the security within forty-five (45) days of receipt of a request therefor, or within forty-five (45) days of the Village's receipt of the last document(s) required to support such reduction. If the request is denied, the Village shall provide the 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 the Owner's compliance with said requirements. In addition, the Owner shall comply with the requirements contained in the Village's Subdivision Control Ordinance pertaining to the bonding requirement for maintenance after acceptance of public improvements. No more than four (4) requests for reductions shall be made for any phase or unit of the development in any twelve (12) month period.

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

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

(g) In the event that the owner(s) of an adjacent property ("Adjacent Property Owner") requires connection to any watermains and/or sanitary sewer lines located on the Subject Property, and in the event that Owner has not at the time extended the same to the

boundary line of the Subject Property, then upon the Village's request, Owner 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. Such right of access shall be conditioned on the Adjacent Property Owner delivering to Owner adequate insurance and indemnity. The cost of extending any such watermains or sanitary sewer lines to the boundary of Owner's property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner; provided, the Adjacent Property Owner shall have a right of recapture from Owner and running to the benefit of the Adjacent Property Owner. Nothing herein shall require Owner to construct watermains and sanitary sewer lines to the boundaries 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 Owner has commenced the development of such area.

(h) Notwithstanding anything to the contrary set forth herein, as to any and all improvements constructed (or, partially constructed) in Unit 2 prior to the Effective Date of this Amended Agreement, the following shall govern:

- i) The Parties acknowledge and agree that the Village Engineer previously issued a punch list in regard to all such work, dated October 6, 2009.
- ii) The Village Engineer has re-inspected said improvements and issued an Updated Punch List for all work previously included in the Final Engineering Plans, and constructed as part of or in support of Unit 1, but specifically excluding any sidewalk to be constructed and/or any parkway trees to be planted immediately adjacent to any lot which is intended for construction of a Dwelling Unit, which Updated Punch List supersedes the 2009 punch list and is attached hereto as **Exhibit "LL"** (the "Updated Punch List").
- iii) The Village, using monies deposited in the Tuscany Woods Construction Escrow Account and without any additional contribution of monies from Owner, shall complete the work items identified on the Updated Punch List except as otherwise specified in this Amended Agreement and the Unit 1 Amended Development Agreement.
- iv) The Parties acknowledge that a Unit 1 Owner, pursuant to the Unit 1 Amended Development Agreement, is to undertake the landscaping improvements required for Lots 1029, 1030 and 1031 (i.e., adjacent to Jake Lane), as described on the Updated Punch List, in connection with and at the time of said party's development of all or any portion of the Unit 1 property. In furtherance of the construction of such landscaping improvements OWNER shall pay TWHI, at the Closing contemplated by the Global Settlement Agreement and through the Closing Escrow, the sum of \$26,997.25 towards the cost of such landscaping improvements.
- v) Owner shall have no further obligations concerning improvements constructed or partially constructed in Unit 2 prior to the Effective Date hereof.

(i) The Village agrees that the Unit 1 Amended Development Agreement shall require TWHI, its successors and assigns, to covenant that to the extent TWHI, its successors and assigns, as the case may be, have an ownership interest in any public improvements presently serving or intended to serve the Subject Property as contemplated in the Preliminary Plan or the Unit 1 Final Engineering Plans, neither TWHI nor its successors and assigns shall obstruct or impair Owner's ability to freely utilize such public improvements.

(j) Owner, its successors and assigns, covenant and agree that to the extent OWNER, its successors and assigns, as the case may be, have an ownership interest in any public improvements presently serving or intended to serve the Unit 1 property, as contemplated by the Preliminary Plan or the Unit 1 Final Engineering Plans, Owner shall not obstruct or impair TWHI's or any Unit 1 Owner's ability to freely utilize such public improvements.

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

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

(b) Any time after the execution of this Agreement, and prior to approval of final subdivision plats for the Subject Property, or parts thereof, Owner may undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon the Subject Property or portions thereof; provided, however, that Owner shall undertake such work at its own risk. Owner shall not undertake such work, except with the Village engineer's prior approval of appropriate plans containing sufficient information to demonstrate that the work will be accomplished in accordance with sound engineering practices. The Village engineer's prior approval shall be evidenced by the issuance of a mass grading permit. Additionally, the 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 Subject Property. Prior to commencing work hereunder, Owner must obtain all necessary permits for such work from any applicable government agency other than the Village. Owner agrees to indemnify, defend and hold harmless the Village and its Corporate Authorities, officers, agents, employees and consultants (collectively, the "Indemnitees") from all claims, demands, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the mass Grading and Site Development Work permitted under such sub-paragraph. Any earthwork performed pursuant to the Paragraph 12(b) shall be subject to the requirements of **Exhibit "QQ"** attached hereto and incorporated herein by this reference

(c) Prior to the recordation of the first final plat of subdivision, at Owner's option,

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

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

(e) Farming, including the rental of land for farmland operations and the rental of existing residences for rental dwelling purposes, shall be interim uses permitted on the Subject Property. No other interim uses shall be permitted.

(f) 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.

(g) No model homes shall be utilized by Owner for sales purposes unless and until a permit for occupancy as a model shall have been issued by the Village. Provided, should any such model home be sold for occupancy as a residence, Owner shall apply for and obtain a permanent certificate of occupancy prior to closing of the sale, and upon closing, said Dwelling Unit shall be then counted against the total number of building permits to be issued in the calendar year of closing.

(h) The Parties agree that certain work has previously been undertaken pursuant to a permit issued by the Army Corps of Engineers (the "ACOE") for wetlands in the Subdivision. The Village has no jurisdiction over such permit or work required pursuant thereto. Owner shall be responsible for any and all work in the Subdivision required by the ACOE in relation

to any such wetlands; and neither TWHI nor any Unit 1 Owner shall have any responsibility for same.

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

(j) The Village agrees that it will not halt work in or refuse to issue any building permit for a Dwelling Unit in Unit because of a default by TWHI or any Unit 1 Owner in regard to work to be performed by TWHI or any Unit 1 Owner.

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

(a) In the event two adjacent homes having the same floor plan are constructed on one side of a street within the Subject Property, each home shall feature a different elevation. The difference in elevation shall be measured in terms of roofline and fenestration. Homes having the same elevations may not be constructed “directly across the street” from one another. However, homes having like elevations may be erected “directly across the street” from one another as long as the respective lot boundaries do not overlap each other by more than 25%. Homes shall be deemed to be “directly across the street” from one another if their respective lot boundaries overlap by 25% or more. In the case of small cul-de-sacs with eight or fewer sites, no duplication of elevations may occur.

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

(c) Minimum foundation plantings around houses shall conform to the Landscape Plan (**Exhibit “DD”**).

15. Building Permits.

(a) 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 and accessible via a road improved with at least a binder course. However, the Owner shall be permitted to commence the construction of model homes pursuant to the terms contained in this Amended Agreement.

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

16. Signage.

(a) Owner shall have the right to install temporary illuminated signage on the Subject Property as set forth in this Paragraph, but not within 10 feet of any property line or right-of-way line. Under no circumstances shall any sign be located within a right-of-way. Two (2) double-faced signs announcing the Owner's future development of the Subject Property, (i) one (1) of which shall not exceed 72 square feet per face and must be located at or near Illinois Route 72, Runge Road and/or Romke Road; and (ii) the remaining one (1) sign shall not exceed 32 square feet per face. Such signs may be erected immediately after approval of a final plat of subdivision for all or any part of the Subject Property. The location of the signs shall be subject to the prior approval of Village staff which approval shall not be unreasonably withheld. These signs, or any one of them, may be converted at any time to announce the sale of residences and lots within the Subject Property. Such signs shall be removed at the time that all lots on the Subject Property have been conveyed to individual home buyers. All signage and model homes shall be used only to market Owner's product for the Subject Property and for no other project.

(b) Owner shall be permitted (but shall not be obligated) to install one illuminated single or double-faced community identification ground sign, not exceeding eight feet in height or 160 square feet per face at any point of access to the Subject Property along all access points on Illinois Route 72, Runge Road and Romke Road; provided, such sign shall be located on private property in a properly established easement or outlot and may not be located closer than five (5) feet to any right-of-way. The construction plans for such signs shall be subject to the review and approval of the Village Board which approval shall not be unreasonably withheld. At the time of submission of such construction plans, the Owner shall be required to deliver evidence to the Village that each such sign will be adequately maintained. After Village Board approval of said signs, the Building Department shall issue a permit within ten (10) business days.

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

(d) Nothing in this Paragraph shall limit the Owner's right to install signs on the Subject Property or any portion thereof that are otherwise permitted by Village ordinance.

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

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

17. Occupancy Certificates.

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

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

(c) Temporary certificates of occupancy for Dwelling Units shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, foundation plantings, driveways, public sidewalks, private walkways, topsoil re-spread, sod, parkway trees and seeding to be completely finished, provided that such Dwelling Units and related structures are in a substantially completed condition and are fit for habitation. As a condition of issuance of such temporary certificate of occupancy, Owner and/or any Unit 2 Owner shall deposit with the Village Clerk a sum sufficient to secure completion of the related improvements in accordance with the schedule of deposits attached hereto and incorporated herein as **Exhibit "MM"** for each Dwelling Unit for which a temporary certificate of occupancy is requested. Said deposit shall secure construction / installation of such improvements adjacent to the applicable lot and any other work to be performed on the lot. Not later than fourteen (14) days after satisfactory completion of such improvements as to any lot or lots, the Village shall return the deposit to the person who made the deposit.

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

18. Village Codes and Ordinances. Except as specifically modified pursuant to this Amended Agreement, and/or in the Preliminary Plan, the Preliminary Engineering Plans and the exhibits attached hereto, and continuing in effect for a period of four (4) years from and after the Effective Date, 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 Amended Agreement. Upon the expiration of said four (4) year period, except as specifically modified in or varied by the Preliminary Plan or pursuant to this Amended Agreement and/or the exhibits attached hereto, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter. Provided, however, that the application of any such ordinance, regulation or code adopted after Village approval of this Amended Agreement shall not:

- (a) result in a reduction in the number of residential building lots or Dwelling Units herein approved for the Subject Property;
- (b) alter or eliminate any of the ordinance departures set forth herein; or
- (c) result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of the Village.

The foregoing to the contrary notwithstanding, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the 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 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.

19. Defense. The Village and Owner agree to cooperate with each other in the defense of any lawsuits or claims brought against Owner and/or the Village by any person or persons in regard to any of the following matters relating to the Subject Property or any portion thereof: i) the Original Development Agreement or this Amended Agreement; ii) the annexation of the Subject Property to the Village; iii) the zoning or subdivision of the Subject Property; iv) Special Service Area #13; v) the Special Service Area #13 Series 2007 Bonds; or vi) any suit for condemnation for all or any portion of the Subject Property (brought by any other governmental body). Each Party shall be responsible for their own legal fees and costs in defending against any such claims, and each Party shall be responsible only for any settlement or judgment agreed by or imposed upon such Party.

20. Reimbursement of Village Expenses and Consultant Fees. Owner shall reimburse the Village for the following:

- (a) Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable following the Effective Date of this Amended Agreement for review of all or any part of the design, plans, agreements, or any other element or feature of the development, in accordance with the applicable provisions of the Village Code. Such costs shall be billed by the Village and payable by Owner in accordance with the then-applicable provisions of the Village Code. The obligation of Owner shall include depositing such sum with the Village Clerk as is required by written Village policy in effect at the time of approval

of this Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the Parties to arbitration. The decision of the arbitrator shall be binding.

(b) The Parties acknowledge and agree that certain fees have been incurred to date for such professional services, and remain unpaid in the following amounts [*as of 2-25-14*]:

For work related to the Original Development Agreement	\$10,067.30
For work related to the current Tuscany Woods Work-out split 50-50% with TWHI)	\$48,999.00
For additional work related to this Amended Agreement	\$5,000.00
For work on the bond redemption transaction and disconnection of territory from SSA #13	<u>\$10,000.00</u>
Total	<u>\$74,066.30</u>
<u>(numbers need to be confirmed)</u>	

Owner shall pay said amounts in full at the Closing contemplated by the Global Settlement Agreement through the Closing Escrow in full and final satisfaction of professional services incurred by the Village in relation to Unit 2 prior to the Effective Date of this Amended Agreement.

(c) The Parties further acknowledge and agree that the sum due for the Village's prosecution of a complaint for foreclosure in regard to delinquent taxes on Unit 2, and including US Bank as mortgage holder, shall be paid pursuant to the terms and provisions of the Global Settlement Agreement.

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

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

(b) the twenty (20) year anniversary of the Effective Date of this Amended Agreement (in either case, the "Term").

22. Amendments. The Village and 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 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. The Parties agree, notwithstanding the foregoing, that without the prior written consent of TWHI and Unit 1

Owners, which may be given or withheld in such parties' discretion, the Village, Owner shall not amend this Amended Agreement in any way that modifies or terminates the obligations of Owner specified in the following provisions of this Amended Agreement to the extent that any such modification or termination adversely impacts TWHI or Unit 1 : Paragraph 4(c) regarding the Connecting Sewer Main; Paragraphs 4(j) and 7(f) regarding funds to be paid to Hampshire East, LLC; Paragraph 5(d) regarding the installation of the Pressure Reducing Valve; Paragraph 6(a) regarding the detention/retention basins; and Paragraph 13(h) regarding wetlands.

23. Notices.

A. Except as provided in sub-paragraph B, all notices, requests and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested, or sent via overnight courier as follows:

To the Village:	Village of Hampshire 234 South State St. P.O. Box 457 Hampshire, IL 60140-0457 <i>Attention: Village Clerk</i>
With a copy to:	Mark Schuster, Esq. Village Attorney Bazos, Freeman, Kramer, Schuster & Braithwaite LLC 1250 Larkin Avenue - Suite 100 Elgin, IL 60123
To the Owner:	OWNER-Hampshire, Inc. 535 Plainfield Road, Suite B Willowbrook, IL 60527 <i>Attention: Mr. Tom Small</i>
With a copy to:	Lawrence Freedman, Esq. Ash, Anos, Freedman & Logan LLC 77 W. Washington St., #1211 Chicago, Illinois 60602-3245
And to:	Thomas R. Burney, Esq. Zanck, Coen, Wright & Saladin 40 Brink Street Crystal Lake, IL 60014

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

24. Mutual Assistance.

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

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

25. Remedies.

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

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

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

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

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

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

(h) TWHI and Unit 1 Owners shall be deemed third party beneficiaries of the following provisions of this Amended Agreement: Paragraph 4(c) regarding the Connecting Sewer Main; Paragraphs 4(j) and 7(f) regarding funds to be paid to Hampshire East, LLC; Paragraph 5(d) regarding the installation the Pressure Reducing Valve; Paragraph 6(a) regarding the detention/retention basins; Paragraph 13(h) regarding wetlands; and Paragraph 22 regarding Amendments, with the right to enforce such provisions and exercise all remedies available to them in the event of a breach of any of such provisions, the same as if they were a party to this Amended Agreement.

26. Successors and Assigns.

(a) This Amended Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns, including, without limitation, successor purchasers, grantees, and transferees of the Subject Property and successor corporate

authorities of the Village. To this end, this Amended Agreement shall run with the land.

(b) Notwithstanding and in addition to the foregoing, the Village acknowledges and agrees that Owner does not intend to act as builder or developer or any portion of the Subject Property, but intends rather to sell and convey various portions of the Subject Property to third parties for construction and/ or development, and Owner acknowledges that each such builder and Unit 2 Owner must comply with all of the terms of this Amended Agreement. If Owner does transfer and assign its rights and delegates its obligations under this Amended Agreement to a third party for all or any portion of the Subject Property, and if Owner, by notice, provides the Village Clerk the name and address of such third party and identifies the portion of the Subject Property that has been transferred, and if Owner delivers to the Village Clerk: (i) written evidence of such third party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event Owner shall no longer have any liability or responsibility for the obligations which have been so transferred. Sales of individual lots that have been improved with a residence and for which a certificate of occupancy has been issued are excluded from this notice requirement.

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

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

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

30. Severability. If this Amended 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 both the Village and Owner mutually deem the provision to be material to this Amended Agreement. The Village and Owner hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

31. Integration. This Amended 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 Amended Agreement. This Amended Agreement and the Unit 1 Amended Development Agreement collectively supersede the Original Development Agreement in its entirety.

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

--- Signature Page next follows this page ---

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

VILLAGE OF HAMPSHIRE

By: _____
Jeffrey R. Magnussen
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

PHI-HAMPSHIRE, INC., an Illinois corporation

By: _____

Its: _____

LIST OF EXHIBITS

AA	Legal Description of Unit 2 Property
BB	Preliminary Plan as approved by Village in Resolution No. 04-12
CC	Preliminary Engineering Plans
DD	Landscape Plan
EE	Amendment to Recapture Agreement for First Sewer Expansion Project
FF	Amendment to Recapture Agreement for First Water Expansion Project
GG	Conveyance of Detention/retention basins
HH	Impact Fees and Transition Fees Payable with respect to Subject Property
II	Connecting Sewer Main - Sewer Utility Exhibit
JJ	Streetlights, Street Signs, Mailboxes, Traffic Signs, and Fence Standards
KK	Bike Path and Sidewalk Exhibit
LL	Updated Punch List
MM	Schedule of Deposits for Temporary Certificate of Occupancy
NN	Phase II Park Improvements
OO	Schedule of Specifications for Construction of Streets on Subject Property
PP	Map Identifying "Northwest Quadrant" of Unit 2
QQ	Earthwork Requirements (per Village Engineer)

No. 14 -

**AN ORDINANCE
APPROVING AN AMENDMENT TO THE RECAPTURE AGREEMENT
FOR THE HAMPSHIRE CREEK INTERCEPTOR PROJECT**

WHEREAS, in 2008, the Village enacted an ordinance for approval of a certain Recapture Agreement for the Hampshire Creek Interceptor Sewer in the Village (the "Original Recapture Agreement"); and

WHEREAS, said Recapture Agreement was based on a portion to wit: the Certified Cost-Partial, of the total estimated cost to be incurred by the developer for the Hampshire Creek Interceptor Sewer Project constructed by PHI-Hampshire, Inc. as part of its obligation to construct the First Sewer Expansion Project (the "Project") described in the Development Agreement between the Village of Hampshire and HPI-Hampshire, LLC for the Tuscany Woods Subdivision in the Village dated September 2, 2004; and

WHEREAS, said Recapture Agreement has been recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114; and

WHEREAS, the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, has now been completed, and the Developers of the Tuscany Woods Subdivision have incurred costs in addition to the Certified Cost-Partial in completing the Project; and

WHEREAS, the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, has sufficient capacity to serve the Tuscany Woods Subdivision and other properties; and

WHEREAS, the original Recapture Agreement described above included an agreement of the parties to amend said agreement when the Project had been completed to include the Certified Cost-Final as calculated by the Village Engineer; and

WHEREAS, the Village Engineer has certified the final costs related to the First Sewer Expansion Project (but specifically not including i) certain costs incurred for financing the expansion of the Village wastewater treatment facility to 1.5 mgd capacity, pursuant to that certain Agreement for Financing the WWTF Expansion to 1.5 mgd Capacity, dated February 2, 2006; and ii) certain costs incurred by Hampshire West, LLC for construction of a portion of the Hampshire Creek Interceptor Sewer); and

WHEREAS, the original Recapture Agreement ought now to be amended to set forth the Certified Cost-Final for the project. .

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 "Amendment to Recapture Agreement for the Hampshire Creek Interceptor Sewer," in words and figures as attached hereto, shall be and is hereby approved.

Section 2. The Village President and Village Clerk shall be and hereby are authorized to execute said Amendment to Recapture Agreement on behalf of the Village, in substantially the form attached hereto and subject to such corrections and/or modifications approved by the Village President after consultation with the Village Attorney, and upon receipt of an executed original from the other parties to the Amendment.

Section 3. The Village Clerk, upon execution of the agreement, shall arrange for the recording of this Ordinance together with the Amendment to Recapture Agreement in the Office of the Kane County Recorder as soon as practicable thereafter, at the cost of Tuscany Woods Holdings, Inc.

Section 4. If any provision of this Ordinance, or the application of a provision of this Ordinance to any person or circumstance, shall be held invalid, the remainder of this Ordinance, or the application of a provision of this Ordinance to a person or circumstance other than those as to which it is held invalid, shall not be affected.

Section 5. Ordinance No. 14-14, adopted April 3, 2014, and otherwise approving a certain Amendment to Recapture Agreement for the Hampshire Creek Interceptor Sewer, shall be and is hereby repealed; and further, all ordinances, resolutions, or motions in conflict with the provisions of this Ordinance are to the extent of such conflict hereby superseded and waived.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, according to law.

Section 7. The provisions of the Amendment to Recapture Agreement approved by this Ordinance shall remain in full force and effect until the earlier of the following: such time as the designated party has received payment in full of the amount specified herein; or the date which is twenty (20) years after the date of this enactment, in accordance with the terms of the Agreement.

ADOPTED THIS 17th DAY OF APRIL, 2014, pursuant to a roll call vote as follows.

AYES: _____

NAY: _____

ABSTAIN: _____

ABSENT: _____

APPROVED THIS 17th DAY OF APRIL, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

Ordinance No. 14 - ____
Publication in Pamphlet Form

Ordinance No. 14 - ____ was published in pamphlet form at the Village Hall, 234 South State Street, Hampshire, IL 60140 commencing the ____ day of April 2014, in accordance with law.

Linda Vasquez
Village Clerk

CERTIFICATE

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

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

AN ORDINANCE
APPROVING AN AMENDMENT TO THE RECAPTURE AGREEMENT
FOR THE HAMPSHIRE CREEK INTERCEPTOR PROJECT

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

This Certificate dated this _____ day of _____, 2014.

Linda Vasquez
Village Clerk

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

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

THE ABOVE SPACE FOR RECORDER'S USE

AMENDMENT TO
RECAPTURE AGREEMENT FOR THE HAMPSHIRE CREEK INTERCEPTOR
SEWER BETWEEN PHI-HAMPSHIRE, INC., AN ILLINOIS CORPORATION
AND THE VILLAGE OF HAMPSHIRE

THIS AMENDMENT TO RECAPTURE AGREEMENT ("Amendment") is made and entered into as of April 17, 2014, by and between PHI-HAMPSHIRE, INC., an Illinois corporation ("PHI"), successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, and the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation, located in Kane County, Illinois (the "Village").

This Amendment is joined by Tuscany Woods Holdings, Inc. ("TWHI"), an Illinois corporation, as the current title holder to the property designated as Unit 1 of the Tuscany Woods Subdivision, as more fully set forth in the Recitals below. TWHI, together with PHI-Hampshire, Inc. above, are referred to herein as "Developers." Developers and the Village are hereinafter individually referred to as a "Party" and collectively as the "Parties."

This Amendment is made to include the additional costs incurred in construction of the First Sewer Expansion Project in the Village (as hereinafter defined), which Project includes the Hampshire Creek Interceptor Sewer and other work, but specifically does not include costs for the following: certain costs incurred by PHI-Hampshire, Inc. for expansion of the Village's Wastewater Treatment Facility to 1.5 mgd Capacity Project (pursuant to the Agreement for

Financing the WWTF Expansion to 1.5 mgd Capacity, dated February 2, 2006) (defined below as the "Final Adjustment Cost"); and certain costs incurred by Hampshire West, LLC, in relation to the Hampshire Creek Interceptor Sewer Project (defined below as the "HCIS Contribution Cost"), which costs upon request of the paying party, when paid, and when certified by the Village Engineer will be identified for recapture purposes in a separate agreement.

RECITALS

A. PHI-Hampshire, Inc., an Illinois corporation, is the successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company.

B. HPI-Hampshire, L.L.C. and the Village have previously entered into the Tuscany Woods Development Agreement ("Development Agreement") dated September 2, 2004, concerning the Tuscany Woods Development.

C. Subsequently, a portion of the Tuscany Woods Subdivision was transferred to a separate entity; was platted as "Unit 1" of the Subdivision; and was the subject of a foreclosure action which has resulted in title to Unit 1 currently being held by Tuscany Woods Holdings, Inc.

D. The Subdivision consists of real estate consisting of approximately 409.8 acres; Unit 1 and the remainder of the territory in the Subdivision are legally described as set forth on Exhibit "A," attached hereto and incorporated herein by this reference.

E. For purposes of convenience, the territory described on Exhibit "A" as the territory outside of Unit 1 will be referred to herein as "Unit 2."

F. For purposes of convenience, PHI-Hampshire, Inc. and Tuscany Woods Holdings, Inc. (together with their predecessors in title) will be referred to herein as "Developers."

G. Pursuant to the Development Agreement, Developers were required to fund the costs for the First Sewer Expansion Project, including costs incurred to design, permit and construct the Hampshire Creek Interceptor Sewer. It is acknowledged and agreed that another party (to wit: Hampshire West, LLC) in fact obtained permits for and constructed a portion of the Hampshire Creek Interceptor Sewer, from a point commencing at the connection of the interceptor sewer to the existing Village Wastewater Treatment Facility, and running northward across Hampshire Creek for approximately four hundred fifty lineal feet of interceptor sewer main. Developers constructed the remainder of the Hampshire Creek Interceptor sewer to a point on the northern boundary of the Tuscany Woods Development.

H. Pursuant to the terms of the Development Agreement, Developers were to receive credit against the costs incurred for the First Sewer Expansion Project for the Sewer Impact Fees and Sewer Connection Fees due in relation to the improvements to be constructed in the Subdivision, and were to be allowed to recapture any costs incurred in excess of said credit by means of a recapture agreement with the Village.

I. The First Sewer Expansion Project will benefit other properties in the area.

J. In reliance on the Village's covenants, agreement and representations contained in this Amendment and in the Development Agreement, Developers have incurred substantial costs in funding the construction of the First Sewer Expansion Project.

K. Recapture due under this Amendment shall be based upon the total amount of Certified Cost-Final for the First Sewer Expansion Project (as defined herein), less the credit for Sewer Impact Fees and Sewer Connection Fees due in relation to the improvements in the Subdivision.

L. The amount so calculated shall be collected by the Village from the owners of properties benefited by such improvements, in accordance with the terms of this Agreement.

M. The planned growth of the Village and the health, safety and welfare of the residents of the Village has been furthered by construction of the Hampshire Creek Interceptor Sewer.

N. The Parties are entering into this Amendment pursuant to: (a) the authority granted in Division 5 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9-5-1 and 5/9-5-2, (b) the authority granted in the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and of Act 220 of Chapter 5 of the Illinois Compiled Statutes (5 ILCS 220/1 *et seq.*; (c) the Village's general police powers; and (d) the provisions of the Development Agreement.

O. The Village has adopted and shall adopt the necessary ordinances required by state statute to approve this Amendment and to authorize the payment of the Recapture Amounts.

P. Each of the Developers has separately entered into a certain agreement with the Village, titled "Amended and Re-Stated Development Agreement," dated April ____, 2014, respectively, which amended agreements each include terms and provisions relating to the recapture rights described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are material to this Amendment and are expressly incorporated into and made a part of this Amendment as fully as though set forth in their entirety in this Paragraph 1. The Parties acknowledge the accuracy and truth of the foregoing recitals.

2. **Definitions.**

(a) "Benefited Property" refers to the properties identified on the map Identifying the Benefited Properties attached hereto as Exhibit "B" and on the PIN list of the Benefited Properties, attached hereto as Exhibit "C".

(b) "Certified Cost-Partial" refers to the cost incurred by Developer prior to December 31, 2006, and memorialized in a Recapture Agreement dated December 13, 2006, and recorded with the Office of the Kane County Recorder on January 7, 2007 as Document No. 2007K001114. The Certified Cost-Partial was approved and certified by the Village as a portion of the total estimated costs for construction of First Sewer Expansion Project, including the portion of the Hampshire Creek Interceptor Sewer for which Developers bore responsibility. The Certified Cost-Partial is Two Hundred Seven Thousand Four Hundred Ninety Four and 40/100 Dollars (\$207,494.40).

(c) "Certified Cost-Final" refers to the amount certified by the Village Engineer as the final actual cost incurred by Developers for the First Sewer Expansion Project. The Certified Cost-Final includes the Certified Cost-Partial and the additional costs thereafter incurred by Developers and totals Four Million Four Hundred Seventeen Thousand One Hundred Twenty and 68/100 (\$4,417,120.68) Dollars.

(d) "Connection" or "Connecting" refers to the earlier to occur of approval by the Village of a Final Plat of Subdivision for all or any portion of a Benefited Property; or issuance by the Village of a building permit for the first residential unit on the Benefited Property. It is the parties' intent to construe this provision in a manner most favorable to the Developers collecting the recapture at the earliest possible date.

(e) "Connection and Impact Fees" refers to the Sanitary Sewer connection fees and the wastewater treatment impact fees described in the Development Agreement (See Exhibit D to said Development Agreement).

(f) "Date of Completion" refers to the date the Village determines that the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, is complete and operational.

(g) "Developers" refers to PHI-Hampshire, Inc., an Illinois corporation, and Tuscany Woods Holdings, Inc., an Illinois corporation.

(h) "Developer(s) of Benefited Property", see definition of "Owner(s) of Benefited Property" below.

(i) "Developers' Property" refers to the approximate 409.8 acres generally known as the "Tuscany Woods Subdivision" in the Village of Hampshire.

(j) "Development Agreement" means the Development Agreement by and between HPI-Hampshire, LLC and the Village of Hampshire, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704.

(k) "First Sewer Expansion Project" refers to the sewer improvements described in the Development Agreement, and as subsequently modified as to the Hampshire Creek Interceptor Sewer (after a portion thereof had been constructed by another party as described above) and specifically excluding the Final Adjustment Cost of the expansion of the Village's Wastewater Treatment Facility to 1.5 mgd capacity.

(l) "Final Adjustment Cost" refers to a payment due from PHI-Hampshire, Inc. to Hampshire East, LLC after final reconciliation of the contributions of the parties, pursuant to the terms and provisions of the that certain Agreement for Financing Expansion of the WWTF to 1.5 mgd Capacity, dated February 2, 2006.

(m) "Final Plat Approval" refers to the adoption of the appropriate resolution or ordinance by the Corporate Authorities approving a Final Plat of Subdivision, a final development plan, or a comparable type of plat or plan.

(n) "Final Plat of Subdivision" refers to the term and process set forth in Chapter 7 of the Village of Hampshire Municipal Code, as amended from time to time.

(o) "HCIS Contribution Cost" refers to that certain cost incurred by Hampshire West LLC for construction of a portion of the Hampshire Creek Interceptor Sewer as described in Recital G above.

(p) "Owner(s) of Benefited Property" refers to the record title holders of property identified on the maps identifying the Benefited Properties, Exhibit "B," and on the Benefited Properties List, Exhibit "C."

(q) "Permanent Index Numbers (PIN)" refers to the convention used by the County Recorder's Office for assigning reference numbers for the purpose of identifying parcels of property by township, section, lot and block.

(r) "Population Equivalent" or "PE" refers to the engineering standard utilized for design of waste water and water usage facilities, for purposes of this Amendment, at 100 gallons of water per person per day, for single family residence dwelling units, 3.5 PE, and for condominiums or apartments, 3.0 PE.

(s) "Recapture Amount" refers to the computation set forth in paragraph 5 due and owing from an Owner of a Benefited Property.

(t) "Service Area" refers to the total area of the Developer's Property and Benefited Properties for which the Hampshire Creek Interceptor Sewer has been designed to serve, which is 2,114 acres, as depicted on Exhibit "C."

(u) "Village" refers to the Village of Hampshire.

3. Certified Cost and Certified Capacity.

(a) The Village certifies by this Amendment that the Certified Cost-Final for the First Sewer Expansion Project is Four Million Four Hundred Seventeen Thousand One

Hundred Twenty and 48/100 Dollars (\$4,417,120.68), as set forth in Exhibit "D." This figure includes the costs previously certified by the Village as the Certified Cost-Partial. This figure does not include the Final Adjustment Cost or the HCIS Contribution Cost.

(b) The Service Area for the First Sewer Expansion Project is the area shown on Exhibit "C," and constituting 2,114 acres, more or less.

(c) The Certified Cost-Final of constructing each component of the First Sewer Expansion Project includes the following:

(i) All engineering costs and expense for preparation of the plans and specifications for each component of the First Sewer Expansion Project, and any revision thereto, and all other engineering costs and expenses incurred by the Village in designing the First Sewer Expansion Project;

(ii) The total amounts paid in connection with the construction of each component of the First Sewer Expansion Project, which shall be verified by the Village Engineer's review of schedules of values, contracts, final waivers of lien, and proofs of payment;

(iii) Any and all permit fees, construction engineering fees paid by Developer, including payments or reimbursements to the Village for review, inspections and/or oversight by the Village Engineer, and payments to any other governmental agencies having jurisdiction over the Benefited Properties, in connection with the construction of each component of the First Sewer Expansion Project;

(iv) All costs and expenses paid or incurred in connection with the securing of any easements or licenses necessary to the construction, installation, and completion of each component of the First Sewer Expansion Project;

(v) All costs and expenses paid or incurred by the Village or its contractors in connection with the repair or replacement of each component of the First Sewer

Expansion Project prior to the First Sewer Expansion Project being certified complete and put in operation; and

4. **Benefited Properties.**

(a) **Benefited Properties.** Funding of the construction of the First Sewer Expansion Project by Developers has made it possible for the Village to provide sewer service to Developers' Properties, and to certain properties other than Developers' Properties, in the Village. Such other properties are each referred to herein as a "Benefited Property", and collectively as the "Benefited Properties." The Benefited Properties are identified on Exhibit "B" and Exhibit "C."

(b) **Only Properties on Benefited Properties List Eligible for Service.** Except as otherwise provided herein, only those properties that are identified on Exhibit "C," the Benefited Properties List, are eligible to connect to and secure the benefit of the First Sewer Expansion Project, unless the Village receives a legally binding written commitment from a Property Owner to be included as a Benefited Property and to pay an appropriate financial contribution in exchange for such property connecting onto and securing the benefit of the First Sewer Expansion Project. The modification or elimination of Benefited Properties listed on Exhibit "B" and/or Exhibit "C" shall be approved pursuant to the amendment procedure identified herein in sub-paragraph 4(d).

(c) **Amendment to PIN.** In the event Kane County changes the permanent index number of any of the properties identified on the Benefited Properties List, the Village and the Developer shall cooperate to amend Exhibit "C" to reflect the current and correct PIN.

(d) **Amendments to Benefited Properties with Consent of Developer.** In the event that a property not listed on the Benefited Properties List seeks to connect to or have the benefit of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, the

Village shall give Developers fifteen (15) days advance written notice of its intent to serve such property and then, provided the Village secures the required financial commitment from the owner of such property, Developers shall consent to including such property within the benefited Properties, unless the inclusion of such property will diminish the capacity reserved to the Developers under this Amendment.

(e) Reservation of Capacity to Serve Tuscany Woods and Permit Developer to Recover Recapture. The Village agrees to reserve at all times sufficient capacity in the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, to permit Developers' Properties to be served by the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to permit TWHI to recover all Recapture Amounts due Developers under this Amendment.

5. Recapture Amount Due From Owners of Benefited Properties.

(a) Allocation of Certified Costs. The Certified Cost-Final shall be allocated between and among Developers, as developers of the Tuscany Woods Subdivision, and the Owners of the Benefited Properties, and shall be allocated based on the capacity of the Hampshire Creek Interceptor Sewer, as follows:

- (i) Developers shall be reimbursed on a cost per PE basis.
- (ii) The total PE of the Hampshire Creek Interceptor Sewer is 25,000 PE, to be reduced by a factor of 50% for purposes of calculation under this Amendment (to 12,500 PE); 2,234.5 PE is needed to serve the Tuscany Woods Subdivision. Therefore, the balance of PE available for use by Owners of Benefited Properties is equal to 10,265.5 PE.
- (iii) The Recapture Amount for each Benefited Property shall therefore be determined according to the following formula:

- a. From the sum of the wastewater treatment impact fees plus the sewer connection fees due from Developer for Tuscany Woods, subtract the amount of wastewater treatment impact fees plus sewer connection fees credited to the costs incurred for the First Sewer Expansion Project under the terms of the Development Agreement; and
- b. From the Certified Cost-Final subtract the result from sub-paragraph (a) above, arriving at Net Recapturable Costs; and
- c. Reduce the total transmission capacity of the Hampshire Creek Interceptor Sewer by a factor of 50%, as described in sub-paragraph (a)(ii) above, resulting in the Net Capacity of the Interceptor; and
- d. From the Net Capacity of the Interceptor resulting from sub-paragraph (c) above, subtract the capacity assigned and reserved to Tuscany Woods Subdivision under the Development Agreement, to wit: 2,234.5 PE, as described in sub-paragraph (a)(ii) above, arriving at Balance of PE in the Interceptor = 10,265.5 PE; and
- e. Divide the Net Recapturable Costs (b above) by the Balance of PE in the Interceptor (d above) to arrive at Cost per PE; and
- f. Multiply the PE for the Benefited Property by the Cost per PE (e above), to arrive at Recapture Amount.

(iv) The Village agrees to require the Owner of a Benefited Property to pay its recapture obligation at the rate determined in accordance with the formula set forth in this Paragraph 5.

(b) **Time of Payment of Recapture Amount.** The Village shall require the Owner of any Benefited Property to make full payment of the Recapture Amount due in respect of said property within thirty (30) days after Final Plat approval. In no event shall the Village permit a Benefited Property to connect to or use the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, until the Owner of the Benefited Property has made full payment of the Recapture Amount due.

(c) **Payment of Interest on Recapture Amount.** In addition to payment of the Recapture Amount, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay simple interest ("Interest") as to the amount due, which interest shall be

calculated at the Prime rate of interest per annum (as established by Northern Trust Bank on May 1 of each calendar year after the effective date of this Amendment) said rate to continue in effect until the next following April 30, computed from the Date of Acceptance of the improvements to the date of payment.

(d) **Payment of Administrative Fee.** In addition to payment of the Recapture Amount and Interest, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay an Administrative Fee to the Village, at the rate of 3% of the sum of the Recapture Amount and Interest due. The Administrative Fee shall be paid at the time of payment of the Recapture Amount and Interest.

(e) **Satisfaction of Recapture Obligations.** Once the Developers' recapturable portion of the Certified Cost-Final, together with accrued Interest, has been fully paid to TWHI, the Village shall not be required to pay any further Recapture Amount(s) to Developers or either of them.

(e) **Developers Not Liable to Pay Recapture Amounts.** Developers shall not be required to pay any Recapture Amount, Interest, or Administrative Fee to the Village in regard to or as a result of connection to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer.

(f) **Village Cooperation.** The Village shall use its best efforts to include in any annexation agreement or pre-annexation agreement entered into after the date of this Amendment with any Owner of a Benefited Property, a requirement that said Owner shall pay the Recapture Amount, Interest and Administrative Fee provided for herein, and shall waive any right to contest both the legality or enforceability of this Amendment and/or his obligation to pay such Recapture Amount, Interest and/or Administrative Fee.

6. **Right to Connect.**

(a) The Owners of all Benefited Properties may be permitted to connect to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to extensions thereto, provided capacity is available and provided they shall have first paid to the Village:

- (i) any Recapture Amount charged to the property in question;
- (ii) all Interest then due in connection with payment of said Recapture Amount; and
- (iii) the Village Administrative Fee.

7. Collection Agent; Collection and Payment of Recapture Amounts, Interest, and Administrative Fees. The Village shall act as collection agent for the Recapture Amounts, Interest and Administrative Fees that are payable under the terms of this Amendment. When it has received any Recapture Amount, Interest, and Administrative Fee in proper amount, the Village shall within 30 days of receipt of same, and pursuant to Paragraph 4(f) of the Amended and Re-Styled Development Agreement for Unit 2, dated April ____, 2014, and Paragraph 4(f) of the Amended and Re-stated Development Agreement for Unit 1, dated April ____, 2014, pay over to TWHI the Recapture Amount and any Interest collected in relation thereto. The Village shall retain the Administrative Fee.

8. Limitation on Village's Obligations to Deliver Recapture Amounts and Interest to Developer. The Village's obligation to deliver over to TWHI any Recapture Amounts and Interest collected from Owners of the Benefited Properties constitutes a limited obligation of the Village payable solely from amounts received by the Village from or on behalf of such Owners. Said obligation does not now and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the Village from liability in the event of willful or

intentional failure to perform the duties assumed by it hereunder as collection agent; provided, Developers shall notify the Village promptly after first discovering any such failure.

9. **Indemnification and Hold Harmless.** The Village and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections, for each Benefited Parcel, but neither the Village nor any of its officials, employees or agents shall be liable in any manner for any failure to make such collections. TWHI shall hold harmless the Village, its officers, employees, and agents from the failure to collect said sums. In any event, however, TWHI and/or the Village may sue any Benefited Owner owing any Recapture Amount hereunder for collection thereof, and in the event TWHI initiates a collection suit, the Village agrees to reasonably cooperate with TWHI's attempts, by allowing free and full access to the Village's books and records pertaining to the development of any Benefited Parcel, and the collection of any Recapture Amounts related thereto.

In the event that the Village, and/or any of its officers, employees, or agents is made a party Defendant in any litigation arising out of or related to this Amendment, TWHI shall defend such litigation, including but not limited to the interest of the Village; and shall further release and hold the Village harmless from any judgment entered against TWHI, Developers, or the Village, and shall indemnify the Village from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the Village, or any of its officers, employees, or agents.

10. **Term.** This Amendment shall remain in full force and effect until the first to occur of: (a) such time as TWHI has fully recaptured all Recapture Amounts and all Interest due hereunder; or (b) the date which is 20 years from the date of this Amendment.

11. **Books and Records.** Developers and the Village shall maintain complete books and records showing Developers' costs, calculated in accordance with generally accepted

accounting principles, for construction of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and the Village shall keep and maintain complete books and records showing Recapture Amounts and Interest collected by it. Maintenance of such books and records by the Village shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the Village and Developer during normal business hours, upon request being made a reasonable period of time prior thereto.

12. **Notice.** Any notice which any Party hereto may desire or may be required to give to any other Party shall be in writing, and shall either be mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by an overnight courier service (e.g., by Federal Express) to the respective addresses of the Parties set forth below, or sent by telecopy facsimile to the telecopy numbers of the Parties set forth below. Mailed notices shall be deemed given two business days after the mailing thereof; notices delivered by an overnight courier service shall be deemed given the day following their delivery to such service; and faxed notices shall be deemed given as of the date of the transmission, provided the sending FAX machine produces a transaction statement that reflects the date and time of service, the FAX number to: which the notice was transmitted and an acknowledgement from the receiving FAX machine that the transmission has been received. Any such notice may be served by personal delivery thereof to the other Party which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the Village:

Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457
Facsimile: (847) 683-4915
Attention: Village Clerk

Copy to: Mr. Mark Schuster
Bazos, Freeman, Kramer, Schuster & Braithwaite LLC
1250 Larkin Avenue
Elgin, IL 60140
Facsimile: (847) 742-9777

If to Tuscany Woods Holdings, Inc. Tuscany Woods Holdings, Inc.
c/o U. S. Bank
Mail Code MK-IL-CMOP
28 West Madison Street
Oak Park, IL 60302
Attention: Ms. Claudia Marciniak

Copy to: Mr. Matthew Klepper
DLA-Piper
203 North LaSalle Street
Suite 1500
Chicago, IL 60601-1293

If to PHI-Hampshire: PHI-Hampshire, Inc.
6860 Frontage Road
Burr Ridge, IL 60527
Facsimile: (630) 455-3021
Attention: Mr. Thomas Small

Copy to: Mr. Thomas Burney
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, IL 60014
Facsimile: (815) 459-8429

or to such other address as any Party may, from time to time, designate in a written notice to the other Party.

13. **Successors and Assigns.** This Amendment shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developers who have been designated in writing by Developers as being parties intended to be benefited and burdened by the provisions of this Amendment, and upon successor Corporate Authorities. Notwithstanding anything contained herein to the contrary, Developers and each of them may assign their rights and delegate their duties and obligations hereunder. No delegation of Developers' duties and

obligations, however, shall relieve Developers of their obligations and liabilities under this Amendment, insofar as the Village is concerned, unless and until the Village has given its written consent to said delegation (which consent shall not be unreasonably withheld if said third party purchaser demonstrates that it is financially responsible, to the Village's satisfaction, to meet its obligations hereunder) and said third party purchaser fully accepts and assumes responsibility, in writing directed to the Village, for all duties and obligations of Developers relating to the Developers' Properties, or such portion thereof as is being sold. In particular, the right of TWHI to receive payments of the Recapture Amounts and any related Interest shall not be affected by a sale, in whole or in part, of TWHI's Property; and nothing contained in this Article shall limit or restrict the right of TWHI to assign to any other person or entity its right to receive the Recapture Amounts and Interest paid under and pursuant to this Amendment.

14. **Merger/Amendment.** This Amendment contains the entire agreement of the Parties relative to the subject matter hereof. The same may be modified only by a written instrument executed by the Party to be charged. In the event of any inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

15. **Remedies.**

(a) It is agreed that the Parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Amendment. No action taken by any Party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Amendment or the Development Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amendment shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Amendment, the Party claiming breach shall give prompt written notice of such alleged breach to the other Party and the Party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to the seeking by the Party affected by such default of any remedy provided for herein (provided, however that said 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).

(c) If a Party to this Amendment shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of the default to the defaulting Party, and the defaulting Party shall have failed to cure the default within thirty (30) days after the receipt of the default notice (provided, however, that said 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).

(d) 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 the Party imposed, shall not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such terms, covenants, agreements or conditions, but the same shall continue in full force and effect.

16. No Third Party Beneficiaries. Except as otherwise specified herein, the provisions of this Amendment are for the exclusive benefit of the Village and Developer, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Amendment be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. **Captions and Designations/Exhibits.** Throughout this Amendment, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Article numbers and caption headings are purely descriptive and shall be disregarded in construing this Amendment. All exhibits to this Amendment are expressly incorporated herein by this reference thereto.

18. **Severability.** If any provision of this Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any other provision contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of Recapture Amounts or Interest payable hereunder exceeds the amount that may be recaptured by TWHI under currently existing or subsequently enacted law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the Recapture Amounts and Interest payable may be given force and effect. No Party to this Amendment shall contest the validity or enforceability, or assert the invalidity or unenforceability of any provision of this Amendment.

19. **Further Assurances.** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Amendment, and to aid and assist each other in carrying out such terms and provisions and in furthering the intentions of the Parties as evidenced by such terms and provisions. Specifically, but without limitation, the Village shall enact such resolutions and ordinances and take such other actions as may be necessary or desirable to enable the Village and Developers to comply with and effectuate the terms and provisions hereof and to further the intentions of the Parties as evidenced by the terms and provisions of this Amendment.

20. **Authorizations.** The Parties represent and warrant that the individuals executing this Amendment on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Amendment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized corporate officers all as of the day and year first above written.

**VILLAGE OF HAMPSHIRE, an Illinois
municipal corporation**

By: _____
Jeffrey R. Magnussen
President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

**TUSCANY WOODS HOLDINGS, INC.,
An Illinois Corporation,**

By: _____
Its: _____

**PHI-HAMPSHIRE, INC.,
an Illinois corporation**

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Jeffrey R. Magnussen, and Linda Vasquez, personally known to me to be the Village President and Village Clerk, respectively, of the **Village of Hampshire**, and personally known to me to be the same persons whose names are subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and severally acknowledged that as such Village Mayor and Village Clerk, they signed and delivered said Amendment pursuant to authority given by the Board of Trustees of said village, as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of **Tuscany Woods Holdings, Inc.** an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Amendment, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of **PHI-Hampshire, Inc., an Illinois corporation, successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered said Amendment, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

EXHIBIT LIST

Legal Descriptions of Tuscany Woods Subdivision	A
Map Identifying the Benefited Properties	B
PINs of the Benefited Properties.....	C
Certified Cost - Final	D

EXHIBIT A

LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION

EXHIBIT B

MAP IDENTIFYING THE BENEFITED PROPERTY

EXHIBIT C

THE BENEFITED PROPERTIES LIST

EXHIBIT D

CERTIFIED COSTS - FINAL

EXHIBIT LIST

Legal Descriptions of Tuscany Woods Subdivision A

Map Identifying the Benefited Properties B

PINs of the Benefited Properties C

Certified Cost - Final D

EXHIBIT A

LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION

09/25/06

Tuscany Woods – Legal Description Exhibit A

A Parcel of Land, being part of the following parcels taken together as a tract:

The South Half of the Southwest Quarter of Section 23 (except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, also except therefrom that part of the following described property lying East of the West line of the South Half of the Southwest Quarter of said Section 23 conveyed to Patricia A. Muscarello by quitclaim deed recorded as document number 91K29093 to wit: A parcel of land located in the South Half of the Southeast Quarter of Section 22 and in the South Half of the Southwest Quarter of Section 23, all being in Township 42 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, more particularly described as follows: Beginning at a point on the East line of said South Half of the Southeast Quarter of Section 22, a distance of 50 feet distant southerly as measured perpendicular to the centerline of the Soo Line Railroad Company's main track; thence Westerly along a line parallel to and 50 feet distant Southerly of said centerline 2,220 feet to a point 900 feet westerly of the East line of the Southwest Quarter of the Southeast Quarter of said Section 22, thence southerly perpendicular to said centerline 100 feet; thence easterly along a line parallel to and 150 feet southerly of said centerline 2,220 feet to the East line of said Section 22; thence northerly along said East line 50 feet; thence easterly along a line parallel to and 100 feet distant southerly as measured perpendicular to said railroad centerline 1,929 feet to a point 600 feet easterly of the West line of the Southeast Quarter of the Southwest Quarter of said Section 23; thence northerly perpendicular to said centerline 50 feet; thence westerly along a line parallel to and 50 feet distant southerly of said centerline to the Point of Beginning); also the Southwest Quarter of the Southeast Quarter of Section 23 (excepting the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and except that part lying North of said railroad) in Township 42 North, Range 6 East of the Third Principal Meridian; also the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the West Half of the Northeast Quarter, and the West Half of the Northeast Quarter of the Northeast Quarter, of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; in the Village of Hampshire, Kane County, Illinois.

A

**LEGAL DESCRIPTION
TUSCANY WOODS SUBDIVISION – UNIT 1**

THAT PART OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 09 MINUTES 52 SECONDS EAST (ASSUMED) ALONG THE WEST LINE OF SAID SECTION 23, 1184.83 FEET TO A LINE 100.00 FEET SOUTH OF (MEASURED NORMAL TO) AND PARALLEL WITH THE CENTERLINE OF THE IOWA, CHICAGO AND EASTERN RAILROAD CORPORATION FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 49 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE, 1916.50 FEET TO A POINT 600.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, THENCE NORTH 00 DEGREES 10 MINUTES 10 SECONDS EAST, PERPENDICULAR TO SAID CENTERLINE, 50.00 FEET TO A LINE 50.00 FEET SOUTH OF (MEASURED NORMAL TO) AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 89 DEGREES 49 MINUTES 50 SECONDS WEST ALONG SAID PARALLEL LINE, 1916.51 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 09 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING; AND

ALSO, THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 23 (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY);

ALSO, THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23 (EXCEPTING THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, AND EXCEPT THAT PART LYING NORTH OF SAID RAILROAD);

ALSO, THE NORTHWEST $\frac{1}{4}$ OF SECTION 26;

ALSO, THE WEST $\frac{1}{2}$ OF NORTHEAST $\frac{1}{4}$, AND THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 26;

ALSO, THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 26,

ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS; AND

EXCEPTING THE FOLLOWING DESCRIBED PARCELS:

PARCEL ONE: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 1,000.68 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 10 SECONDS EAST 50.90 FEET; THENCE SOUTH 54 DEGREES 00 MINUTES 47 SECONDS EAST 86.47 FEET; THENCE SOUTH 71 DEGREES 57 MINUTES 14 SECONDS EAST 86.08 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 50 SECONDS EAST 136.53 FEET; THENCE NORTH 71 DEGREES 14 MINUTES 17 SECONDS EAST 118.47 FEET; THENCE NORTH 68 DEGREES 59 MINUTES 44 SECONDS EAST 203.19 FEET; THENCE NORTH 22 DEGREES 41 MINUTES 38 SECONDS WEST 138.14 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 183.00 FEET, HAVING A CHORD BEARING OF NORTH 55 DEGREES 06 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 54 MINUTES 05 SECONDS EAST 200.20 FEET; THENCE SOUTH 47 DEGREES

05 MINUTES 55 SECONDS EAST 120.00 FEET; THENCE SOUTH 42 DEGREES 54 MINUTES 05 SECONDS WEST 31.14 FEET; THENCE SOUTH 16 DEGREES 05 MINUTES 36 SECONDS EAST 134.00 FEET; THENCE SOUTH 50 DEGREES 08 MINUTES 23 SECONDS EAST 120.00 FEET; THENCE NORTH 86 DEGREES 27 MINUTES 30 SECONDS EAST 120.00 FEET; THENCE NORTH 57 DEGREES 43 MINUTES 51 SECONDS EAST 214.08 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 21 SECONDS EAST 540.58 FEET; THENCE SOUTH 25 DEGREES 55 MINUTES 58 SECONDS EAST 70.93 FEET; THENCE SOUTH 35 DEGREES 00 MINUTES 31 SECONDS EAST 65.47 FEET, THENCE SOUTH 44 DEGREES 10 MINUTES 57 SECONDS EAST 72.40 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES 47 SECONDS EAST 64.36 FEET; THENCE SOUTH 66 DEGREES 28 MINUTES 08 SECONDS EAST 73.75 FEET; THENCE SOUTH 76 DEGREES 39 MINUTES 16 SECONDS EAST 57.43 FEET; THENCE SOUTH 79 DEGREES 26 MINUTES 36 SECONDS EAST 100.20 FEET; THENCE SOUTH 62 DEGREES 07 MINUTES 17 SECONDS EAST 92.11 FEET; THENCE SOUTH 59 DEGREES 22 MINUTES 53 SECONDS EAST 344.42 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 82 DEGREES 17 MINUTES 21 SECONDS EAST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 465.00 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 12 MINUTES 05 SECONDS EAST, A DISTANCE OF 559.84 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 17 DEGREES 22 MINUTES 40 SECONDS WEST 8.60 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 283.00 FEET, HAVING A CHORD BEARING OF NORTH 34 DEGREES 54 MINUTES 28 SECONDS WEST, A DISTANCE OF 173.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 417.00 FEET, HAVING A CHORD BEARING OF NORTH 32 DEGREES 17 MINUTES 33 SECONDS WEST, A DISTANCE OF 293.24 FEET TO A POINT OF TANGENCY; THENCE NORTH 12 DEGREES 08 MINUTES 49 SECONDS WEST 795.59 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 510.00 FEET; THENCE NORTH 12 DEGREES 08 MINUTES 49 SECONDS WEST 125.00 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 139.00 FEET; THENCE SOUTH 12 DEGREES 08 MINUTES 49 SECONDS EAST 120.00 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 87.12 FEET; THENCE NORTH 78 DEGREES 22 MINUTES 13 SECONDS EAST 12.59 FEET; THENCE NORTH 82 DEGREES 47 MINUTES 44 SECONDS EAST 95.00 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 22 SECONDS EAST 95.00 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 51 SECONDS EAST 100.56 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 00 SECONDS EAST 120.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 06 DEGREES 41 MINUTES 52 SECONDS EAST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 883.00 FEET, HAVING A CHORD BEARING OF SOUTH 86 DEGREES 47 MINUTES 21 SECONDS EAST, A DISTANCE OF 107.48 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 43 MINUTES 26 SECONDS EAST 7.62 FEET TO THE EASTERLY LINE OF THE PIPELINE EASEMENT GRANTED TO ANR PIPELINE COMPANY (FORMERLY MICHIGAN WISCONSIN PIPELINE COMPANY) ACCORDING TO DOCUMENT NUMBER 90K10272, AND DOCUMENT NUMBERS 629184, 807867, AND 1120073; THENCE SOUTH 04 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY LINE OF THE PIPELINE EASEMENT A DISTANCE OF 1,417.19 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 16 DEGREES 19 MINUTES 56 SECONDS WEST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 385.00 FEET, HAVING A CHORD BEARING OF SOUTH 81 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 108.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80 DEGREES 47 MINUTES 51 SECONDS WEST 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST; HAVING A RADIUS OF 465.00 FEET, HAVING A CHORD BEARING OF SOUTH 83 DEGREES 14 MINUTES 41 SECONDS WEST, A DISTANCE OF 106.36 FEET

TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 28.361 ACRES, MORE OR LESS; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO: THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER OF SECTION 26 A DISTANCE OF 437.72 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS WEST 205.30 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 50 SECONDS EAST 265.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 467.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 157.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 19 DEGREES 37 MINUTES 28 SECONDS EAST 24.77 FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 590.00 FEET, HAVING A CHORD BEARING OF SOUTH 85 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 87.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS EAST 78.99 FEET TO THE PLACE OF BEGINNING; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

Common Address: Located along IL 72, east of Runge Road, south of the IC&E railroad tracks, both north and south of IL 72, in the Village; otherwise constituting the territory designated as the Tuscany Woods Subdivision in the Village of Hampshire, Kane County, Illinois.

**LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION –
TERRITORY LYING OUTSIDE OF UNIT 1
(SOMETIMES REFERRED TO AS “UNIT 2”)**

THAT PART OF SECTIONS 26 AND 23 , TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 1313.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG SAID WEST LINE, 1326.74 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1184.86 FEET TO THE SOUTH LINE OF THAT PROPERTY CONVEYED ACCORDING TO DOCUMENT NUMBER 2006K007545; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE, 1916.50 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545; THENCE NORTH 00 DEGREES 03 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545, 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 742.05 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 5751.33 FEET, CHORD BEARING SOUTH 83 DEGREES 20 MINUTES 37 SECONDS EAST AND ARC LENGTH OF 1326.15 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE, 1074.29 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 660.04 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 16 MINUTES 58 SECONDS EAST ALONG SAID EAST LINE, 1315.21 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST ALONG SAID SOUTH LINE, 661.32 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST ALONG SAID WEST LINE, 1265.32 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 630.25 FEET TO THE EAST LINE OF TUSCANY WOODS UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2006K139816; THENCE NORTH 04 DEGREES 30 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE, 50.14 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, 1380.86 FEET TO THE NORTHEAST CORNER OF SAID TUSCANY WOODS; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, 754.24 FEET TO THE EAST LINE OF ROMKE ROAD AS DEDICATED BY SAID DOCUMENT NUMBER 2006K139816; THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST, 141.57 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING NORTH 44 DEGREES 47 MINUTES 51 SECONDS EAST AND ARC LENGTH OF 604.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST, 409.15 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00

FEET, CHORD BEARING NORTH 83 DEGREES 32 MINUTES 49 SECONDS EAST AND ARC LENGTH OF 101.46 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 04 SECONDS EAST, 84.37 FEET; TO THE NORTH LINE OF SAID ROMKE ROAD; THENCE WESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING SOUTH 81 DEGREES 43 MINUTES 57 SECONDS EAST AND ARC LENGTH OF 108.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, CHORD BEARING SOUTH 44 DEGREES 47 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 730.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 141.57 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 554.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 310.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 255.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 55 MINUTES 33 SECONDS WEST, 237.98 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 321.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 263.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 590.00 FEET, CHORD BEARING SOUTH 64 DEGREES 01 MINUTES 34 SECONDS WEST AND ARC LENGTH OF 530.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38 DEGREES 15 MINUTES 18 SECONDS WEST, 309.48 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, CHORD BEARING SOUTH 64 DEGREES 00 MINUTES 14 SECONDS WEST AND ARC LENGTH OF 233.69 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, 246.72 TO THE POINT OF BEGINNING. IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

AND ALSO THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PINS: 01-23-300-006; 01-23-400-007; 01-26-100-015;
01-26-100-016; 01-26-200-013; 01-26-300-004;
01-26-100-009.

Common Address: That part of the Tuscany Woods Subdivision lying outside of Unit 1 thereof, as platted by Doc. No. 2006K139816, in the Village of Hampshire, Kane County, Illinois.

EXHIBIT B

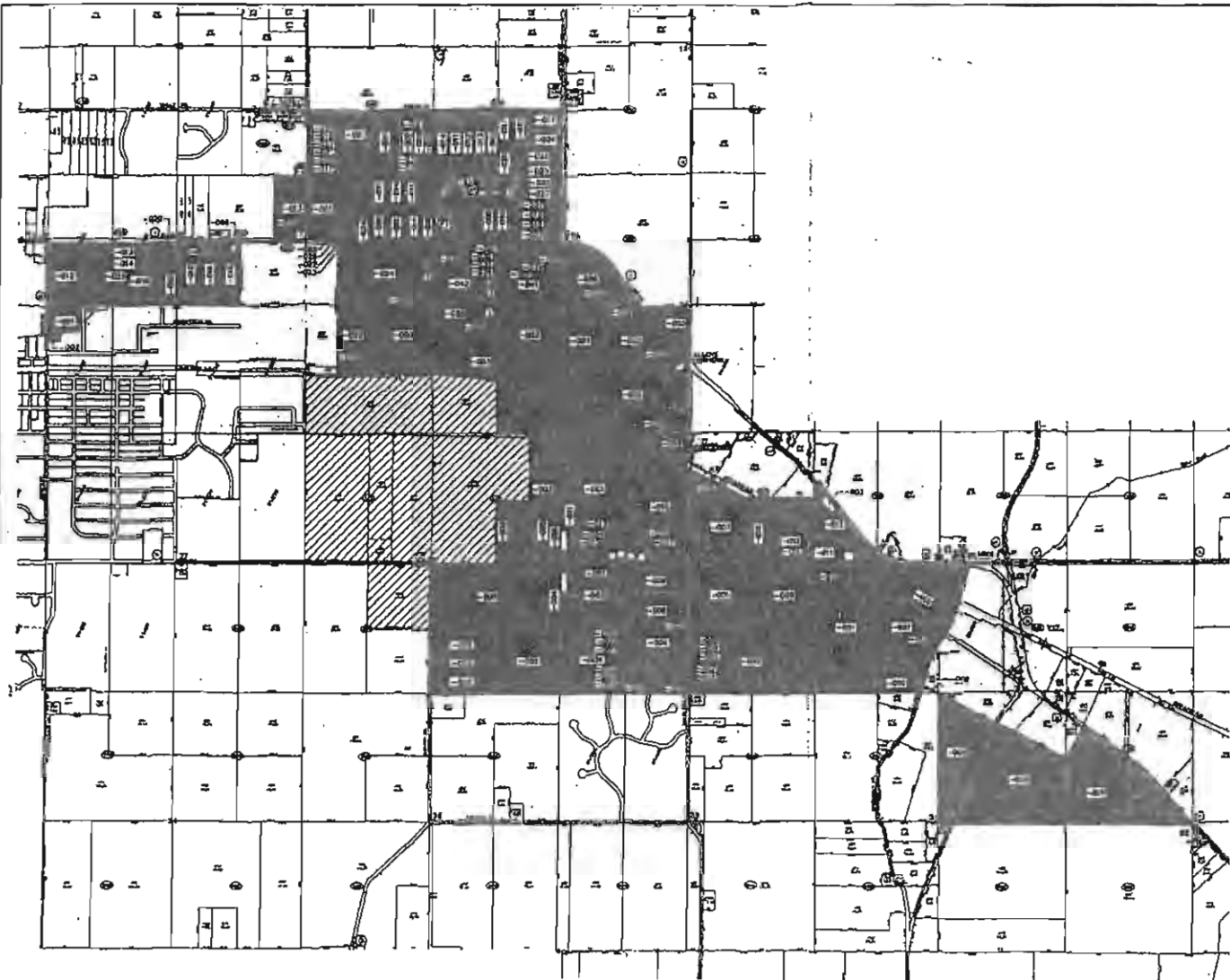
MAP IDENTIFYING THE BENEFITED PROPERTY



2008K001114

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 1/7/2008 10:31 AM
REC FEE: 58.00 RHSPS FEE: 10.00
PAGES: 37



LEGEND	
	EXISTING STRUCTURE
	PROPOSED STRUCTURE

**COWHEY
GUDMUNDSON
LEDER, LTD.**
CONTRACT DESIGNERS • LAND SURVEYORS • SURVEY RECORDERS

REVISIONS	

TUSCANY WOODS
HAMPSHIRE, ILLINOIS

RECAPTURE EXHIBIT B

PROJECT NO.	1324.00	SHEET	1
DATE	10/27/05	OF	1
SCALE	NONE		
DESIGNED BY	DAT		
DRAWN BY	PMG		
CHECKED BY	DAT		

TUSCANY WOODS - RECAPTURE EXHIBIT B

EXHIBIT C

THE BENEFITED PROPERTIES LIST

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

TOWNSHIP	SECTION	BLOCK	PARCEL NUMBER	AREA	% OF TOTAL
01	14	300	001	40.00	2.052%
01	14	300	005	17.00	0.872%
01	14	300	007	9.33	0.479%
01	14	300	008	5.90	0.303%
01	14	300	009	7.58	0.389%
01	14	400	009	7.58	0.389%
01	14	400	011	7.58	0.389%
01	14	400	012	7.55	0.387%
01	14	400	013	7.58	0.389%
01	14	400	014	7.59	0.389%
01	14	400	015	1.65	0.085%
01	14	400	017	6.83	0.350%
01	14	400	021	6.27	0.322%
01	14	400	022	6.55	0.336%
01	14	400	024	6.28	0.322%
01	14	400	025	6.01	0.308%
01	14	400	026	4.10	0.210%
01	14	400	027	4.00	0.205%
01	22	100	012	20.00	1.026%
01	22	100	013	1.52	0.078%
01	22	100	014	4.00	0.205%
01	22	100	018	6.00	0.308%
01	22	100	019	1.00	0.051%
01	22	100	020	1.00	0.051%
01	22	100	025	42.78	2.195%
01	22	200	006	0.61	0.031%
01	22	200	008	2.00	0.103%
01	22	200	010	12.00	0.616%
01	22	200	013	19.00	0.975%
01	22	200	016	13.00	0.667%
01	22	200	018	12.39	0.636%
01	22	200	028	1.00	0.051%
01	22	301	001	8.57	0.440%
01	22	301	002	0.65	0.033%
01	23	100	001	40.00	2.052%
01	23	100	004	43.22	2.217%
01	23	100	005	4.22	0.217%
01	23	100	006	6.37	0.327%
01	23	100	008	5.47	0.281%
01	23	100	009	5.80	0.298%
01	23	100	011	5.41	0.278%
01	23	100	012	5.70	0.292%
01	23	100	014	5.52	0.283%
01	23	100	015	5.52	0.283%
01	23	100	016	6.22	0.319%
01	23	100	017	1.53	0.078%
01	23	100	018	1.34	0.069%
01	23	100	019	1.39	0.071%

C

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

01	23	100	020	1.27	0.065%
01	23	100	021	1.54	0.079%
01	23	100	022	1.54	0.079%
01	23	100	023	1.32	0.068%
01	23	100	024	3.30	0.169%
01	23	100	025	1.66	0.085%
01	23	100	026	1.28	0.066%
01	23	100	027	1.46	0.075%
01	23	100	029	1.91	0.098%
01	23	100	030	3.8	0.195%
01	23	200	006	5.35	0.274%
01	23	200	007	5.07	0.260%
01	23	200	009	6.24	0.320%
01	23	200	010	5.07	0.260%
01	23	200	012	5.06	0.260%
01	23	200	019	2.00	0.103%
01	23	200	020	2.10	0.108%
01	23	200	021	2.00	0.103%
01	23	200	022	2.12	0.109%
01	23	200	023	2.00	0.103%
01	23	200	024	2.00	0.103%
01	23	200	026	4.30	0.221%
01	23	200	027	5.40	0.277%
01	23	200	028	2.20	0.113%
01	23	200	029	2.00	0.103%
01	23	200	030	2.00	0.103%
01	23	200	031	2.00	0.103%
01	23	200	032	2.20	0.113%
01	23	200	033	2.00	0.103%
01	23	200	034	2.00	0.103%
01	23	200	038	1.13	0.058%
01	23	200	039	3.70	0.190%
01	23	200	040	5.35	0.274%
01	23	200	041	35.79	1.836%
01	23	200	042	32.23	1.654%
01	23	200	043	6.81	0.349%
01	23	276	001	1.64	0.084%
01	23	276	002	1.44	0.074%
01	23	300	002	18.97	0.973%
01	23	300	003	39.57	2.030%
01	23	300	005	2.21	0.113%
01	23	400	002	40.00	2.052%
01	23	400	003	67.46	3.461%
01	23	400	005	7.45	0.382%
01	23	400	006	1.95	0.100%
01	24	100	005	0.77	0.040%
01	24	100	006	33.93	1.741%
01	24	300	002	30.46	1.563%
01	24	300	003	15.98	0.820%
01	24	300	004	1.54	0.079%
01	24	300	006	4.42	0.227%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

01	24	300	007	24.25	1.244%
01	24	300	008	79.76	4.092%
01	24	300	009	0.28	0.014%
01	25	100	001	67.68	3.472%
01	25	100	003	1.00	0.051%
01	25	100	004	1.24	0.064%
01	25	100	007	1.71	0.088%
01	25	100	008	1.00	0.051%
01	25	100	009	7.97	0.409%
01	25	100	010	64.19	3.293%
01	25	100	011	8.26	0.424%
01	25	100	012	1.74	0.089%
01	25	200	006	8.70	0.446%
01	25	200	007	39.98	2.051%
01	25	200	012	8.56	0.439%
01	25	200	013	20.71	1.063%
01	25	300	001	2.00	0.103%
01	25	300	002	38.00	1.950%
01	25	300	004	55.00	2.822%
01	25	300	007	1.09	0.056%
01	25	300	008	22.34	1.146%
01	25	300	009	16.57	0.850%
01	25	376	001	1.25	0.064%
01	25	376	002	1.65	0.085%
01	25	376	003	1.58	0.081%
01	25	376	004	2.05	0.105%
01	25	377	004	1.25	0.064%
01	25	377	006	1.4	0.072%
01	25	377	007	1.27	0.065%
01	25	377	008	1.19	0.061%
01	25	378	001	1.92	0.099%
01	25	378	004	1.68	0.086%
01	25	378	005	1.61	0.083%
01	25	378	006	1.61	0.083%
01	25	378	007	2.50	0.128%
01	25	400	001	40.00	2.052%
01	25	400	002	40.00	2.052%
01	25	400	003	80.00	4.105%
01	26	200	002	8.15	0.418%
01	26	200	003	36.73	1.885%
01	26	200	005	9.93	0.509%
01	26	200	006	5.19	0.266%
01	26	400	002	40.00	2.052%
01	26	400	004	7.58	0.389%
01	26	400	005	72.42	3.716%
01	26	400	006	15.32	0.786%
01	26	400	008	7.49	0.384%
01	26	400	009	17.19	0.882%
02	30	100	003	1.57	0.081%

Tuscany Woods - Sanitary Service Areas
Exhibit C

September 20,2006

02	30	100	011	5.38	0.276%
02	30	100	012	13.56	0.696%
02	30	100	015	3.75	0.192%
02	30	100	016	0.38	0.019%
02	30	300	001	80.67	4.139%
02	30	300	002	15.41	0.791%
02	30	300	003	0.17	0.009%
02	30	300	007	44.28	2.272%
02	30	300	009	0.64	0.033%
02	30	300	010	9.35	0.480%
02	31	200	009	41.48	2.128%
02	31	200	010	75.13	3.855%
02	32	100	002	20.5	1.052%
02	32	100	015	61.1	2.622%
		TOTAL AREA		1949.05	100.000%

EXHIBIT D

CERTIFIED COSTS - FINAL

FIRST SEWER EXPANSION PROJECT - CERTIFIED FINAL COST
EXHIBIT E

INVOICE DATE	DESCRIPTION	INVOICE AMOUNT
6/11/2003	EEI INVOICE 26131	\$ 2,709.75
7/10/2003	EEI INVOICE 26340	\$ 5,098.25
8/13/2003	EEI INVOICE 26852	\$ 5,941.92
9/10/2003	EEI INVOICE 26907	\$ 5,491.75
10/9/2003	EEI INVOICE 27203	\$ 2,132.25
3/8/2004	EEI INVOICE 28419	\$ 24,706.50
4/7/2004	EEI INVOICE 28844	\$ 7,268.45
5/11/2004	EEI INVOICE 28885	\$ 22,196.29
6/9/2004	EEI INVOICE 29131	\$ 18,004.35
8/9/2004	EEI INVOICE 29704	\$ 3,160.00
9/8/2004	EEI INVOICE 30000	\$ 3,634.00
10/12/2004	EEI INVOICE 30315	\$ 1,477.17
11/10/2004	EEI INVOICE 30575	\$ 4,128.00
12/7/2004	EEI INVOICE 30855	\$ 1,269.00
1/11/2005	EEI INVOICE 31226	\$ 193.48
2/9/2005	EEI INVOICE 31429	\$ 4,148.03
3/6/2005	EEI INVOICE 31667	\$ 232.50
5/10/2005	EEI INVOICE 32230	\$ 1,471.01
6/8/2005	EEI INVOICE 32522	\$ 500.02
7/29/2005	MUSCARELLO EASEMENT	\$ 59,636.00
8/9/2005	EEI INVOICE 33164	\$ 4,196.57
8/24/2005	GETZELMAN EASEMENT	\$ 15,000.00
9/7/2005	EEI INVOICE 33439	\$ 8,455.48
10/5/2005	EEI INVOICE 33814	\$ 6,849.49
11/9/2005	EEI INVOICE 34151	\$ 3,689.00
1/11/2006	EEI INVOICE 34790	\$ 2,358.51
1/31/2006	ATTORNEY MARK SCHUSTER-ACCOUNT NO.,49-179M STATEMENT NO.,32	\$ 2,550.00
3/7/2006	EEI INVOICE 35355	\$ 1,778.69
4/10/2006	EEI INVOICE 35629	\$ 4,127.79
5/8/2006	EEI INVOICE 35905	\$ 429.00
6/7/2006	EEI INVOICE 36227	\$ 697.50
8/9/2006	EEI INVOICE 36926	\$ 234.00
9/13/2006	EEI INVOICE 37286	\$ 108.00
10/11/2006	EEI INVOICE 37531	\$ 2,779.00
11/7/2006	EEI INVOICE 37910	\$ 1,782.88
12/11/2006	EEI INVOICE 38271	\$ 8,730.14
1/8/2007	EEI INVOICE 38541	\$ 8,204.50
2/6/2007	EEI INVOICE 38816	\$ 13,103.76
2/8/2007	PAY ESTIMATE NO. 1	\$ 317,987.34
3/6/2007	EEI INVOICE 39066	\$ 13,878.70
3/8/2007	PAY ESTIMATE NO. 2	\$ 217,424.26
4/5/2007	EEI INVOICE 39383	\$ 19,259.29
4/12/2007	PAY ESTIMATE NO. 3	\$ 245,562.20
5/8/2007	EEI INVOICE 39761	\$ 16,089.00
5/21/2007	PAY ESTIMATE NO. 4	\$ 333,770.53
6/8/2007	EEI INVOICE 40070	\$ 15,500.50
6/29/2007	PAY ESTIMATE NO. 5	\$ 487,091.90
7/10/2007	EEI INVOICE 40348	\$ 13,448.00
7/31/2007	PAY ESTIMATE NO. 6	\$ 288,969.95
8/7/2007	EEI INVOICE 40668	\$ 14,476.50
9/10/2007	EEI INVOICE 40979	\$ 8,650.75
10/9/2007	EEI INVOICE 41311	\$ 2,348.00
11/6/2007	EEI INVOICE 41690	\$ 477.00
12/6/2007	EEI INVOICE 42028	\$ 898.00
1/9/2008	EEI INVOICE 42340	\$ 1,311.78
1/24/2008	PAY ESTIMATE NO. 7	\$ 156,449.72
2/12/2008	EEI INVOICE 42658	\$ 392.70
5/6/2008	EEI INVOICE 43407	\$ 3,173.25
6/10/2008	EEI INVOICE 43653	\$ 909.00
8/11/2008	PAY ESTIMATE NO. 8	\$ 54,953.09
9/9/2008	EEI INVOICE 44459	\$ 1,458.75
0/15/2008	SCHROEDER CROP DAMAGE	\$ 945.20
	LOC COST	\$ 31,756.75
11/15/2007	QUARTERLY FEE FOR LOC # 475	\$ 6,251.35
4/26/2008	QUARTERLY FEE FOR LOC # 475	\$ 683.70
8/6/2008	QUARTERLY FEE FOR LOC # 475	\$ 683.70
	CERTIFIED FINAL COST FOR THE 1.5 MGD WWTF EXPANSION	\$ 1,908,877.89
	TOTAL CERTIFIED COST	\$ 4,417,120.48

★

April 15, 2014

FIRST SEWER EXPANSION PROJECT - CERTIFIED FINAL COST
EXHIBIT E

DESCRIPTION	AMOUNT
CERTIFIED FINAL COST FOR THE HAMPSHIRE CREEK INTERCEPTOR SEWER	\$ 2,508,242.59
CERTIFIED FINAL COST FOR THE 1.5 MGD WWTF EXPANSION	\$ 1,908,877.89
TOTAL CERTIFIED COST	\$ 4,417,120.48

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: January 23, 2014 Village Board Meeting

RE: Fund Balance Policy

Background. The Government Accounting Standards Board (GASB) adopted Statement 54, a standard for governmental fund balance reporting in 2009. Implementation of GASB 54 was required for the first fiscal year ending June 30, 2011 or after which was April 30, 2012 in the Village's case. In governmental funds, the Village should identify fund balance separately based on a hierarchy of the constraints placed on the use of the financial resources into one of up to 5 classifications: non-spendable, restricted, committed, assigned and unassigned.

Analysis. Upon the recommendation of the Village's auditors, Lauterbach and Amen, staff has drafted a Fund Balance Policy that is compliant with GASB 54. The fund balances of the Village's governmental funds should be reported in the new classifications based on the definitions in the following table:

<i>Fund Balance Reporting</i>		
<i>Classification</i>	<i>Definition</i>	<i>Examples</i>
Nonspendable	Amounts that cannot be spent because they are either (a) not in a spendable form or (b) legally or contractually required to be maintained intact.	<ul style="list-style-type: none">• Prepaid items• Inventories• Long-term receivables in the general fund• Permanent principal of endowment funds

	Restricted	Amounts that are constrained by either: a. Externally imposed creditors, grantors, contributors or laws or regulations of other government b. Imposed by law through constitutional provisions or enabling legislation	<ul style="list-style-type: none"> • Restricted by state statute • Unspent bond proceeds • Grants earned by not spent • Debt covenants • Taxes dedicated to a specific purpose • Revenues restricted by enabling legislation
Unrestricted	Committed	Used for a specific purpose pursuant to constraints imposed by formal action of the Village's Board	<ul style="list-style-type: none"> • Amounts "set aside" for a specific purpose • Property tax levies set for a specific purpose by resolution
	Assigned	Amounts that are constrained by the Village's intent to be used for specific purposes but are neither restricted or committed	<ul style="list-style-type: none"> • Positive residual balances in governmental funds other than the general fund • Inventories • Long-term receivables in the general fund • Permanent principal of endowment funds
	Unassigned	Amounts that are not included in one of the classifications above.	<ul style="list-style-type: none"> • Amounts available for any legal expense

Recommendation. In order to enhance the usefulness of fund balance reporting and be in compliance with GASB 54 it is recommended that the board adopt the Village of Hampshire Fund Balance Policy in Accordance with GASB Statement No. 54 by Ordinance.

No. 14 -

**AN ORDINANCE
TO ADOPT A FUND BALANCE POLICY
REQUIRED BY VILLAGE IMPLEMENTATION OF
GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB)
STATEMENT NO. 54 FOR FINANCIAL REPORTING PURPOSES**

WHEREAS, the Village prepares its Annual Financial Report under the standards set by the Governmental Accounting Standards Board (GASB); and

WHEREAS, in February 2009, GASB issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which required a change in Fund Balance Reporting for all Governmental Fund and clarifies how some governmental funds are presented and classified; and

WHEREAS, fund balance measures the net financial resources that are available for future expenditure, and

WHEREAS, compliance with GASB 54 requires the adoption of a Governmental Fund Balance Policy.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Corporate Authorities of the Village of Hampshire adopt Exhibit A entitled "Fund Balance Policy in Accordance with GASB Statement No. 43" as its policy statement for fund balance classification, fund balance spending order, and designating the President or their designee as the authorized official to determine and define the amounts of these components of fund balance that are classified as "Assigned Fund Balance."

Section 2. Any motion, order, resolution, or ordinance in conflict with the provisions of this Ordinance is to the extent of such conflict hereby superseded and waived.

Section 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 portion of the Ordinance.

Section 4. This Ordinance shall take full force and effect upon its passage and approval as provided by law.

ADOPTED THIS ____ DATE OF APRIL, 2014 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED THIS ____ DATE OF APRIL, 2014.

Jeffrey R. Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

Village of Hampshire

Fund Balance Policy in Accordance with GASB Statement No. 54

Purpose. The following policy has been adopted by the Village of Hampshire in order to address the implications of Governmental Accounting Standards Board ("GASB") Statement No. 54, Fund Balance Reporting and Governmental Fund Definitions. The policy is created in consideration of unanticipated events that could adversely affect the financial condition of the Village and jeopardize the continuation of necessary public services. This policy will ensure that the Village maintains adequate fund balances and reserves in order to:

- a. Provide sufficient cash flow for daily financial needs,
- b. Secure and maintain investment grade bond ratings,
- c. Offset significant economic downturns or revenue shortfalls, and
- d. Provide funds for unforeseen expenditures related to emergencies.

This policy and the procedures stated under it supersede all previous regulations regarding the Village's fund balance and reserve policies.

Fund type definitions. The following definitions will be used in reporting activity in governmental funds across the Village. The Village may or may not report all fund types in any given reporting period, based on actual circumstances and activity.

The general fund is used to account for all financial resources not accounted for and reported in another fund.

Special revenue funds are used to account and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

Debt service funds are used to account for all financial resources restricted, committed or assigned to expenditure for principal and interest.

Capital projects funds are used to account for all financial resources restricted, committed or assigned to expenditure for the acquisition or construction of capital assets.

Permanent funds are used to account for resources restricted to the extent that only earnings, and not principal, may be used for purposes that support the Village's purposes.

Fund balance reporting in governmental funds. Fund balance will be reported in governmental funds under the following categories using the definitions provided by GASB Statement No. 54:

Nonspendable fund balance

Definition – includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Classification – Nonspendable amounts will be determined before all other classifications and consist of the following items (as applicable in any given fiscal year):

- The Village will maintain a fund balance equal to the balance of any long-term outstanding balances due from others (including other funds of the Village)
- The Village will maintain a fund balance equal to the value of inventory balances and prepaid items (to the extent that such balances are not offset with liabilities and actually result in fund balance)
- The Village will maintain a fund balance equal to the corpus (principal) of any permanent funds that are legally or contractually required to be maintained intact. The Village will maintain a fund balance equal to the balance of any land or other nonfinancial assets held for sale

Restricted fund balance

Definition – includes amounts that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.

Committed fund balance

Definition – includes amounts that can be used only for the specific purposes determined by a formal action of the Village's highest level of decision-making authority (i.e., the Village Board).

Authority to Commit – Commitments will only be used for specific purposes pursuant to a formal action of the Village Board. A majority vote is required to approve a commitment and a two-thirds majority vote is required to remove a commitment.

Assigned fund balance

Definition – includes amounts intended to be used by the Village for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed.

Authority to Assign – The Village Board delegates to the President or their designee the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund.

Unassigned fund balance

Definition – includes the residual classification for the Village's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned

classification should be used only to report a deficit balance from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

Operational guidelines. The following guidelines address the classification and use of fund balance in governmental funds:

Classifying fund balance amounts – Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include nonspendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The general fund may also include an unassigned amount.

Encumbrance reporting – Encumbering amounts for specific purposes for which resources have already been restricted, committed or assigned should not result in separate display of encumbered amounts. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed or assigned, will be classified as committed or assigned, as appropriate, based on the definitions and criteria set forth in GASB Statement No. 54.

Prioritization of fund balance use – When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the Village to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the Village that committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

Minimum unassigned fund balance – The Village will strive to maintain a minimum unassigned fund balance in its General Fund ranging from 10 percent the subsequent year’s budgeted expenditures and outgoing transfers]. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

Replenishing deficiencies – when fund balance falls below the minimum 10 percent range, the Village will replenish shortages/deficiencies using the budget strategies and timeframes described below.

The following budgetary strategies shall be utilized by the Village to replenish funding deficiencies:

- The Village will reduce recurring expenditures to eliminate any structural deficit or,
- The Village will increase revenues or pursue other funding sources, or,
- Some combination of the two options above

Minimum fund balance deficiencies shall be replenished over a period not to exceed five years.

Surplus fund balance – Should unassigned fund balance of the General Fund ever exceed the 20 percent range, the Village will consider such fund balance surpluses for one---time expenditures that are nonrecurring in nature and which will not require additional future expense outlays for maintenance, additional staffing or other recurring expenditures.

Implementation and review. Upon adoption of this policy the Village of Hampshire authorizes the Finance Department to establish any standards and procedures which may be necessary for its implementation. The Finance Department shall review this policy at least annually and make any recommendations for changes to the Village Board.

Approved: _____ day of _____, 2014

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: April 17, 2014 Village Board Meeting

RE: First American Bank Positive Pay and ACH Blocks and Filters

POSITIVE PAY

Background. Positive Pay is an automated fraud detection tool offered by First American Bank. In its most basic form, it is a service that matches the account number, check number and dollar amount of each check presented for payment against a list of checks previously authorized by the Village. All components must match exactly or the bank will not pay the check. When a check is presented that does not have a match in the file it becomes an exception item and the bank will notify the Village at which time we can instruct the bank to pay or return the check.

Analysis. The Village accounts are especially vulnerable due to the sweep feature associated with the accounts. For instance, while accounts payable retains a one cent balance a fraudulent check presented without positive could clear the bank for an amount up to the balance in the general fund without being realized until the account is reconciled. Positive Pay is a free service other than the Village would have purchase Treasury Software's positive-pay software at a cost of \$395. This software would convert information exported from the Village's MSI accounting software into a format compatible with the bank's positive pay specifications.

Recommendation. Staff recommends that the Board approve the purchase of Positive Pay software to lessen the chance of fraud against the Village's accounts.

ACH Blocks and Filters

Background. Electronic fraud prevention is an important consideration as well. ACH Filters would allow the Village to allow or return ACH debits based on criteria that the Village defines. The Village would set up an approved list of partners (US Treasury, Illinois, Department of Revenue, IMRF, US Post Office, etc.) authorized to originate ACH transactions within specified dollar limits. Only transactions that match the Village's criteria will post automatically to the Village accounts. The Village would also designate some accounts as ACH-free blocking all ACH activity.

Analysis. It is important that the Village take the steps necessary to protect its deposits. The cost of this service is \$20 per month and will cover all of the Village's deposit accounts at First American Bank. The Village receives no other bank service charges on its accounts.

Recommendation. Staff recommends that the Board approve ACH Blocks and Filters at a cost of \$20.00 per month.

Both of these measures will provide early detection of fraudulent checks and ACH transactions and strengthen internal controls.

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Lori Lyons, Finance Director

FOR: April 17, 2014 Village Board Meeting

RE: Village Credit Card

Background. The Village has had previous success selling its surplus police vehicles on eBay. These transactions require a credit card to facilitate paying the seller and PayPal fees. In the past Village staff has utilized a personal credit card for this purpose.

Analysis. First American Bank offers a “CommUNITY” Visa card especially designed for non-profits and municipalities. There is no annual fee, the APR is Prime + 10.74 and a credit line of \$1,000 - \$250,000 can be established.

Recommendation. Staff recommends that the Board authorize staff to apply for a Visa CommUNITY card with a credit limit of \$2,500 with the Finance Director listed as the authorized user of the card for use in selling surplus police vehicles.

VILLAGE OF HAMPSHIRE

Accounts Payable

April 17, 2014

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

Total: \$230,334.43

To be paid on or before
April 23, 2014

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 04/14/14
 TIME: 15:47:13
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/14/2014

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ALGR ALPHA GRAPHICS							
15806	04/07/14	01	INV#15806	01-001-002-4340		04/07/14	172.39
				PRINT/ADV/FORMS			
						INVOICE TOTAL:	172.39
						VENDOR TOTAL:	172.39
B&KPO B & K POWER EQUIPMENT							
145234	04/07/14	01	TICKET 145234	01-003-003-4680		04/07/14	6.00
				OPERATING SUPPLIES			
						INVOICE TOTAL:	6.00
						VENDOR TOTAL:	6.00
BLCR HEALTH CARE SERVICES							
MAY 2014	04/08/14	01	ADM	01-001-001-4031		04/08/14	616.00
				EMPLOYER HEALTH INS.			
		02	ADM	01-001-001-4033			35.45
				EMPLOYER DENTAL INS.			
		03	PD	01-002-001-4031			14,306.00
				EMPLOYER HEALTH INS.			
		04	PD	01-002-001-4033			1,104.75
				EMPLOYER DENTAL INS.			
		05	STR	01-003-001-4031			4,218.88
				EMPLOYER HEALTH INS.			
		06	STR	01-003-001-4033			334.27
				EMPLOYER DENTAL INS.			
		07	WTR	30-001-001-4031			1,113.55
				EMPLOYER HEALTH INS.			
		08	WTR	30-001-001-4033			70.90
				EMPLOYER DENTAL INS.			
		09	SWR	31-001-001-4031			2,922.67
				EMPLOYER HEALTH INS.			
		10	SWR	31-001-001-4033			200.38
				EMPLOYER DENTAL INS.			

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BLCR	HEALTH CARE SERVICES						
MAY 2014	04/08/14	11	C. CHRISTENSEN	01-000-000-3060		04/08/14	1,331.35
				CHRISTENSEN MEDICAL INSURA			
						INVOICE TOTAL:	26,254.20
						VENDOR TOTAL:	26,254.20
BP	BPGAS						
40939001	04/07/14	01	ACCT#4990222749	01-002-003-4660		04/07/14	3,362.94
				GASOLINE/OIL			
						INVOICE TOTAL:	3,362.94
						VENDOR TOTAL:	3,362.94
CDSL	CDS LEASING A PROGRAM OF DE						
40934356	04/07/14	01	ACCT#204238	01-002-002-4280		04/07/14	387.62
				RENTALS			
						INVOICE TOTAL:	387.62
						VENDOR TOTAL:	387.62
CHEX	CHRISTENSEN EXCAVATING						
4174	04/08/14	01	INV#4174	01-003-002-4130		04/08/14	270.00
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	270.00
						VENDOR TOTAL:	270.00
CHJO	CHERYL JOHNSON						
0009	04/07/14	01	INV#0009	01-001-002-4100		04/07/14	100.00
				MAINTENANCE - BLDG.			
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
CLEN	CLARKE						

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CLEN CLARKE							
6346674	04/09/14	01	INV#6346674	01-000-000-1800 PREPAID EXPENSE		04/09/14	6,474.00
						INVOICE TOTAL:	6,474.00
						VENDOR TOTAL:	6,474.00
CONEEN CONSTELLATION NEW ENERGY							
14502096	04/14/14	01	ACCT#1-EI-2497	31-001-002-4260 UTILITIES		04/14/14	292.63
						INVOICE TOTAL:	292.63
						VENDOR TOTAL:	292.63
COUNSCDI COMMUNITY UNIT SCHOOL DISTRICT							
APRIL 2014	04/14/14	01	TRANSITION FEES	60-001-004-4800 SCHOOL TRAN - DIST #300		04/14/14	41,250.00
						INVOICE TOTAL:	41,250.00
						VENDOR TOTAL:	41,250.00
CUBE CULLIGAN OF BELVIDERE							
APRIL 2014	04/07/14	01	ACCT#85662	01-001-002-4280 RENTAL - CARPET-WATER COOL		04/07/14	8.00
		02	ACCT#93740	01-003-002-4280 RENTALS			8.00
		03	ACCT#104711	01-002-002-4280 RENTALS			57.75
		04	ACCT#93732	01-003-002-4280 RENTALS			70.60
						INVOICE TOTAL:	144.35
						VENDOR TOTAL:	144.35
E EI ENGINEERING ENTERPRISES							
APRIL 2014	04/14/14	01	HA0757 INV#54127	31-001-002-4360 ENGINEERING SERVICES		04/14/14	73.00

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EEI	ENGINEERING ENTERPRISES						
APRIL 2014	04/14/14	02	HA1209 INV#54128	01-001-002-4360		04/14/14	832.50
		03	HA1210 INV#54129	ENGINEERING SERVICES - VIL 01-000-000-2112			1,482.00
		04	HA1316 INV#54130	SECURITY DEP. AMG HOMES 01-001-002-4361			94.50
		05	HA1400 INV#54131	ENGINEERING SERVICES - REI 01-001-002-4361			182.50
		06	HA1401 INV#54132	ENGINEERING SERVICES - REI 31-001-002-4360			292.00
				ENGINEERING SERVICES			
						INVOICE TOTAL:	2,956.50
						VENDOR TOTAL:	2,956.50
ELLA	ELLA JOHNSON LIBRARY						
APRIL 2014	04/14/14	01	TRANSITION FEES	61-001-004-4800		04/14/14	1,275.00
				LIBRARY TRANS-ELLA JOHNSON			
						INVOICE TOTAL:	1,275.00
						VENDOR TOTAL:	1,275.00
ENC	ENCAP, INC.						
25211	04/14/14	01	INV#52211	52-001-002-4933		04/14/14	3,960.00
				SSA#23			
						INVOICE TOTAL:	3,960.00
						VENDOR TOTAL:	3,960.00
GALL	GALLS / QUARTERMASTER						
001731656	04/07/14	01	ACCT#5153586	01-002-003-4690		04/07/14	31.47
				UNIFORMS			
						INVOICE TOTAL:	31.47
001735994	04/07/14	01	ACCT#5153586	01-002-003-4690		04/07/14	209.99
				UNIFORMS			
						INVOICE TOTAL:	209.99

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GALL	GALLS / QUARTERMASTER						
001766381	04/07/14	01	ACCT#5153586	01-002-003-4690 UNIFORMS		04/07/14	139.97
						INVOICE TOTAL:	139.97
						VENDOR TOTAL:	381.43
HAAUPA	HAMPSHIRE AUTO PARTS						
340040	04/14/14	01	INV#340040	01-002-002-4110 MAINTENANCE - VEHL.		04/14/14	33.98
						INVOICE TOTAL:	33.98
341059	04/07/14	01	INV#341059	01-003-003-4670 MAINTENANCE SUPPLIES		04/07/14	21.48
						INVOICE TOTAL:	21.48
341950	04/07/14	01	INV#341950	31-001-003-4670 MAINTENANCE SUPPLIES		04/07/14	56.24
						INVOICE TOTAL:	56.24
342700	04/07/14	01	INV#342700	31-001-003-4670 MAINTENANCE SUPPLIES		04/07/14	15.98
						INVOICE TOTAL:	15.98
342982	04/07/14	01	INV#342982	01-002-002-4110 MAINTENANCE - VEHL.		04/07/14	17.58
						INVOICE TOTAL:	17.58
						VENDOR TOTAL:	145.26
HAFD	HAMPSHIRE FIRE PROTECTION						
APRIL 2014	04/14/14	01	TRANSITION FEES	63-001-004-4800 FIRE TRAN - DIST #300		04/14/14	2,700.00
						INVOICE TOTAL:	2,700.00
						VENDOR TOTAL:	2,700.00

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HAPD	HAMPSHIRE PARK DISTRICT						
APRIL 2014	04/14/14	01	TRANSITION FEES	62-001-004-4800		04/14/14	3,750.00
				PARK TRAN FEE - DIST #300			
						INVOICE TOTAL:	3,750.00
						VENDOR TOTAL:	3,750.00
HARCOM	HARMONY COMPUTER						
7098	04/07/14	01	INV#7098	01-001-002-4380		04/07/14	810.00
				OTHER PROF.SERVICES-VILLAG			
						INVOICE TOTAL:	810.00
						VENDOR TOTAL:	810.00
HDSUWA	HD SUPPLY WATERWORKS LTD						
C188122	04/07/14	01	INV#C188122	30-001-003-4670		04/07/14	89.71
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	89.71
C2000212	04/07/14	01	INV3C200022	31-001-003-4670		04/07/14	33.21
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	33.21
						VENDOR TOTAL:	122.92
HFPD	HUNTLEY FIRE PROTECTION						
APRIL 2014	04/14/14	01	TRANSITION FEES	63-001-004-4850		04/14/14	1,800.00
				FIRE TRAN -, DIST #150			
						INVOICE TOTAL:	1,800.00
						VENDOR TOTAL:	1,800.00
IPODBA	IPO/DBA CARDUNAL OFFICE SUPPLY						
560429-0	04/07/14	01	INV#560429-0	01-001-003-4650		04/07/14	8.40
				OFFICE SUPPLIES			
						INVOICE TOTAL:	8.40

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IPODBA IPO/DBA CARDUNAL OFFICE SUPPLY							
560667-0	04/14/14	01	INV#560667-0	01-001-003-4650 OFFICE SUPPLIES		04/14/14	221.94
						INVOICE TOTAL:	221.94
560766-0	04/14/14	01	INV#560766-0	01-001-003-4650 OFFICE SUPPLIES		04/14/14	17.48
						INVOICE TOTAL:	17.48
						VENDOR TOTAL:	247.82
KAUN KALE UNIFORMS, INC.							
18050329	04/09/14	01	INV#18050329	01-002-003-4690 UNIFORMS		04/09/14	154.00
						INVOICE TOTAL:	154.00
18051283	04/10/14	01	INV#18051283	01-002-003-4690 UNIFORMS		04/10/14	138.00
						INVOICE TOTAL:	138.00
						VENDOR TOTAL:	292.00
KMPFPD KONICA MINOLTA PREMIER FINANCE							
250152444	04/07/14	01	CONTRACT#500-0287931-000	01-002-002-4280 RENTALS		04/07/14	211.81
						INVOICE TOTAL:	211.81
						VENDOR TOTAL:	211.81
LENE LEXIS NEXIS RISK DATA							
1581041-20140331	04/07/14	01	ACCT#1581041	09-001-006-4890 EVIDENCE RELATED EXPENSE		04/07/14	159.65
						INVOICE TOTAL:	159.65
						VENDOR TOTAL:	159.65
MAFL MARATHON FLEET							

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MAFL	MARATHON FLEET						
060732	04/07/14	01	INV#060732	31-001-003-4660 GASOLINE - OIL		04/07/14	108.77
						INVOICE TOTAL:	108.77
080116	04/07/14	01	INV#080116	01-003-003-4660 GASOLINE/OIL		04/07/14	111.00
						INVOICE TOTAL:	111.00
080923	04/07/14	01	INV#080923	01-003-003-4660 GASOLINE/OIL		04/07/14	109.00
						INVOICE TOTAL:	109.00
081151	04/07/14	01	INV#081151	30-001-003-4660 GASOLINE/OIL		04/07/14	92.25
						INVOICE TOTAL:	92.25
082802	04/07/14	01	INV#082802	01-003-003-4660 GASOLINE/OIL		04/07/14	109.01
						INVOICE TOTAL:	109.01
083508	04/07/14	01	INV#083508	01-003-003-4680 OPERATING SUPPLIES		04/07/14	25.67
						INVOICE TOTAL:	25.67
095545	04/07/14	01	INV#095545	30-001-003-4660 GASOLINE/OIL		04/07/14	112.57
						INVOICE TOTAL:	112.57
111616	04/07/14	01	INV#111616	30-001-003-4660 GASOLINE/OIL		04/07/14	109.00
						INVOICE TOTAL:	109.00
125307	04/07/14	01	INV#125307	30-001-003-4660 GASOLINE/OIL		04/07/14	106.00
						INVOICE TOTAL:	106.00

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MAFL MARATHON FLEET							
142843	04/07/14	01	INV#142843	01-003-003-4660		04/07/14	113.01
				GASOLINE/OIL			
						INVOICE TOTAL:	113.01
APRIL 2014	04/11/14	01	ACCT#7560-00-113010-3	01-002-003-4660		04/11/14	1,166.87
				GASOLINE/OIL			
						INVOICE TOTAL:	1,166.87
						VENDOR TOTAL:	2,163.15
MARSCH MARK SCHUSTER P.C.							
APRIL 2014	04/14/14	01	100.001 MISCELLANEOUS MATTERS	01-001-002-4370		04/14/14	1,642.60
				LEGAL SERVICES - VILLAGE			
		02	100.002 MEETINGS	01-001-002-4370			888.15
				LEGAL SERVICES - VILLAGE			
		03	100.007 PROSECUTION	01-001-002-4370			484.50
				LEGAL SERVICES - VILLAGE			
		04	100.101 CROWN	01-000-000-2157			58.00
				SECURITY DEP-CRN PRAIRIE -			
		05	100.102 PASQUINELLI-PHI- HAMPS	01-001-002-4371			116.00
				LEGAL SERVICES - REIMB.			
		06	100.103 PASQUINELLI-TUSCANY WO	01-001-002-4370			116.00
				LEGAL SERVICES - VILLAGE			
		07	100.140 TUSCANY WOODS WORKOUT	01-001-002-4370			7,206.50
				LEGAL SERVICES - VILLAGE			
		08	100.143 TWHI/UNIT 1	01-001-002-4371			3,422.00
				LEGAL SERVICES - REIMB.			
		09	100.144 PHI/UNIT 2	01-001-002-4371			3,088.50
				LEGAL SERVICES - REIMB.			
		10	100.147 LIL' WONDERS LITIGATION	01-001-002-4370			49.00
				LEGAL SERVICES - VILLAGE			
		11	100.148 WILLIAM RYAN HOMES	01-001-002-4371			188.50
				LEGAL SERVICES - REIMB.			
		12	100.149 DISCONNECTION PETITION	01-001-002-4370			1,423.85
				LEGAL SERVICES - VILLAGE			

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MARSCH	MARK SCHUSTER P.C.						
APRIL 2014	04/14/14	13	100.150 BOND TRANSACTION	01-001-002-4370		04/14/14	1,098.25
				LEGAL SERVICES - VILLAGE			
						INVOICE TOTAL:	19,781.85
						VENDOR TOTAL:	19,781.85
MENA	MENARDS - SYCAMORE						
51927	04/07/14	01	INV#51927	01-001-003-4670		04/07/14	14.49
				MAINTENANCE SUPPLIES			
						INVOICE TOTAL:	14.49
51928	04/14/14	01	ACCT#31450268	01-003-003-4680		04/14/14	29.71
				OPERATING SUPPLIES			
						INVOICE TOTAL:	29.71
						VENDOR TOTAL:	44.20
NICOR	NICOR						
041114	04/11/14	01	ACCT#66-55-16-4647 5	31-001-002-4260		04/11/14	63.20
				UTILITIES			
						INVOICE TOTAL:	63.20
						VENDOR TOTAL:	63.20
OFDE	OFFICE DEPOT						
703681312001	04/10/14	01	INV#703681312001	01-002-003-4650		04/10/14	64.93
				OFFICE SUPPLIES			
						INVOICE TOTAL:	64.93
						VENDOR TOTAL:	64.93
OSEL	O'SHEA ELECTRIC, INC						
8973	04/07/14	01	INV#8973	01-003-002-4270		04/07/14	790.00
				STREET LIGHT MAINT.			
						INVOICE TOTAL:	790.00

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QSEL	O'SHEA ELECTRIC, INC.						
8975	04/07/14	01	INV#8975	01-003-002-4270		04/07/14	1,035.00
				STREET LIGHT MAINT.			
						INVOICE TOTAL:	1,035.00
						VENDOR TOTAL:	1,035.00
PAIN	PATTEN INDUSTRIES, INC.						
P51C0257218	04/07/14	01	INV#P51C0257218	01-003-003-4680		04/07/14	66.15
				OPERATING SUPPLIES			
						INVOICE TOTAL:	66.15
						VENDOR TOTAL:	66.15
PECA	PETTY CASH						
040214	04/10/14	01	ROBERT JONES-NOTARY	01-002-002-4380		04/10/14	39.95
				OTHER PROF. SERV.			
		02	MAIL MFT. AUDIT	01-001-002-4320			5.60
				POSTAGE			
						INVOICE TOTAL:	45.55
						VENDOR TOTAL:	45.55
PETPRO	PETERSEN FUELS INC.						
310	04/07/14	01	INV#310	01-003-003-4660		04/07/14	-13.30
				GASOLINE/OIL			
						INVOICE TOTAL:	-13.30
311A	04/07/14	01	INV#311	01-003-003-4660		04/07/14	-174.43
				GASOLINE/OIL			
						INVOICE TOTAL:	-174.43
323	04/07/14	01	INV#323	01-003-003-4660		04/07/14	-10.96
				GASOLINE/OIL			
						INVOICE TOTAL:	-10.96

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PETPRO	PETERSEN FUELS INC.						
324	04/07/14	01	INV#324	01-003-003-4660 GASOLINE/OIL		04/07/14	-75.51
						INVOICE TOTAL:	-75.51
335A	04/07/14	01	INV#335	01-003-003-4660 GASOLINE/OIL		04/07/14	-4.18
						INVOICE TOTAL:	-4.18
336	04/07/14	01	INV#336	30-001-003-4660 GASOLINE/OIL		04/07/14	-1.24
						INVOICE TOTAL:	-1.24
342	04/07/14	01	INV#342	01-003-003-4660 GASOLINE/OIL		04/07/14	-26.37
						INVOICE TOTAL:	-26.37
348	04/07/14	01	INV#348	01-003-003-4660 GASOLINE/OIL		04/07/14	-11.37
						INVOICE TOTAL:	-11.37
434	04/07/14	01	INV#343	01-003-003-4660 GASOLINE/OIL		04/07/14	-10.54
						INVOICE TOTAL:	-10.54
8390	04/07/14	01	TRAN 8390	01-003-003-4660 GASOLINE/OIL		04/07/14	222.01
						INVOICE TOTAL:	222.01
8394	04/07/14	01	TRAN 8394	01-003-003-4660 GASOLINE/OIL		04/07/14	116.00
						INVOICE TOTAL:	116.00
8409	04/07/14	01	TRAN 8409	01-003-003-4660 GASOLINE/OIL		04/07/14	94.01
						INVOICE TOTAL:	94.01

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PETPRO	PETERSEN FUELS INC.						
8412	04/07/14	01	TRAN 8412	01-003-003-4660 GASOLINE/OIL		04/07/14	11.61
						INVOICE TOTAL:	11.61
8421	04/07/14	01	TRAN 8421	01-003-003-4660 GASOLINE/OIL		04/07/14	196.00
						INVOICE TOTAL:	196.00
8422	04/07/14	01	TRAN 8422	01-003-003-4660 GASOLINE/OIL		04/07/14	201.01
						INVOICE TOTAL:	201.01
8430	04/07/14	01	TRAN 8430	01-003-003-4660 GASOLINE/OIL		04/07/14	212.00
						INVOICE TOTAL:	212.00
8457	04/07/14	01	TRAN 8457	01-003-003-4660 GASOLINE/OIL		04/07/14	231.00
						INVOICE TOTAL:	231.00
8459	04/07/14	01	TRAN 8459	01-003-003-4660 GASOLINE/OIL		04/07/14	125.00
						INVOICE TOTAL:	125.00
8517	04/07/14	01	TRAN 8517	01-003-003-4660 GASOLINE/OIL		04/07/14	75.00
						INVOICE TOTAL:	75.00
8525	04/07/14	01	TRAN 8525	01-003-003-4660 GASOLINE/OIL		04/07/14	92.00
						INVOICE TOTAL:	92.00
8526	04/07/14	01	TRAN 8526	01-003-003-4660 GASOLINE/OIL		04/07/14	88.10
						INVOICE TOTAL:	88.10

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/14/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
PETRO PETERSEN FUELS INC.							
8527A	04/07/14	01	TRAN 8527	01-003-003-4660		04/07/14	110.00
				GASOLINE/OIL			
						INVOICE TOTAL:	110.00
8529	04/07/14	01	TRAN 8529	01-003-003-4660		04/07/14	107.00
				GASOLINE/OIL			
						INVOICE TOTAL:	107.00
8532	04/07/14	01	TRAN 8532	01-003-003-4660		04/07/14	82.00
				GASOLINE/OIL			
						INVOICE TOTAL:	82.00
8533	04/07/14	01	TRAN 8533	01-003-003-4660		04/07/14	92.00
				GASOLINE/OIL			
						INVOICE TOTAL:	92.00
8604	04/07/14	01	TRAN 8604	31-001-003-4660		04/07/14	10.00
				GASOLINE - OIL			
						INVOICE TOTAL:	10.00
8644A	04/07/14	01	TRAN 8644	01-003-003-4660		04/07/14	56.75
				GASOLINE/OIL			
						INVOICE TOTAL:	56.75
8672	04/07/14	01	TRAN 8672	01-003-003-4660		04/07/14	104.00
				GASOLINE/OIL			
						INVOICE TOTAL:	104.00
8728	04/07/14	01	TRAN 8728	01-003-003-4660		04/07/14	43.00
				GASOLINE/OIL			
						INVOICE TOTAL:	43.00
8729	04/07/14	01	TRAN 8729	01-003-003-4660		04/07/14	100.00
				GASOLINE/OIL			
						INVOICE TOTAL:	100.00

INVOICES DUE ON/BEFORE 04/14/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

PETPRO PETERSEN FUELS INC.							
8731	04/07/14	01	TRAN 8731	01-003-003-4660		04/07/14	100.00
				GASOLINE/OIL			
						INVOICE TOTAL:	100.00
8749	04/07/14	01	TRAN 8749	01-003-003-4660		04/07/14	154.26
				GASOLINE/OIL			
						INVOICE TOTAL:	154.26
						VENDOR TOTAL:	2,294.85
POPE POLICE PENSION FUND							
APRIL 2014	04/08/14	01	APRIL 2014	90-000-600-3910		04/08/14	21,012.50
				EMPLOYER CONTRIBUTIONS			
						INVOICE TOTAL:	21,012.50
						VENDOR TOTAL:	21,012.50
RAOH RAY O'HERRON CO., INC							
1419237-IN	04/14/14	01	INV#1419237-IN	01-002-003-4680		04/14/14	202.98
				OPERATING SUPPLIES			
						INVOICE TOTAL:	202.98
1419280-IN	04/09/14	01	INV31419280-IN	01-002-003-4690		04/09/14	283.81
				UNIFORMS			
						INVOICE TOTAL:	283.81
						VENDOR TOTAL:	486.79
RODB ROGER & DONNA BURNIDGE							
MAY 2014	04/08/14	01	PD RENT FOR MAY 2014	01-002-002-4280		04/08/14	4,027.00
				RENTALS			
						INVOICE TOTAL:	4,027.00
						VENDOR TOTAL:	4,027.00
STARK STARK & SON TRENCHING, INC.							

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/14/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

TRCOPR TRAFFIC CONTROL & PROTECTION							
79593	04/07/14	01	INV#79593	15-001-006-4365 MAINTENANCE		04/07/14	673.75
						INVOICE TOTAL:	673.75
79594	04/07/14	01	INV#79594	15-001-006-4365 MAINTENANCE		04/07/14	1,094.00
						INVOICE TOTAL:	1,094.00
						VENDOR TOTAL:	1,767.75
TRDESE VILLAGE OF HAMPSHIRE							
APRIL 2014	04/08/14	01	33-000-100-3530	31-001-004-4790 TRANS DEBT SERV FND-STAG G		04/08/14	8,820.50
		02	33-000-100-3540	64-004-004-4910 TRANS TO DEBT P & I			4,620.96
		03	33-000-100-3550	01-003-004-4790 TRAN TO DEBT SERV(U.T)			3,528.25
						INVOICE TOTAL:	16,969.71
						VENDOR TOTAL:	16,969.71
VERU VERUNA LLC							
415-839931	04/07/14	01	WORK ORDER #415-839931	30-001-002-4160 MAINT. UTILITY SYSTEM		04/07/14	7,141.00
						INVOICE TOTAL:	7,141.00
415-839932	04/07/14	01	WORK ORDER #415-839932	30-001-002-4160 MAINT. UTILITY SYSTEM		04/07/14	7,497.00
						INVOICE TOTAL:	7,497.00
415-839933	04/07/14	01	WORK ORDER #415-839933	30-001-002-4160 MAINT. UTILITY SYSTEM		04/07/14	7,497.00
						INVOICE TOTAL:	7,497.00
						VENDOR TOTAL:	22,135.00

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/14/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
VSP VISION SERVICE PLAN (IL)							
MAY 2014	04/08/14	01	ADM ACCT#12 142936 0001	01-001-001-4037		04/08/14	14.04
				EMPLOYER VISION INS.			
		02	PD ACCT#12 142936 0001	01-002-001-4037			125.54
				EMPLOYER VISION INS.			
		03	STR ACCT#12 142936 0001	01-003-001-4037			42.69
				EMPLOYER VISION INS.			
		04	WTR ACCT#12 142936 0001	30-001-001-4037			5.39
				EMPLOYER VISION INS			
		05	SWR ACCT#12 142936 0001	31-001-001-4037			22.88
				EMPLOYER VISION INS			
						INVOICE TOTAL:	210.54
						VENDOR TOTAL:	210.54
WAMA WASTE MANAGEMENT							
3420616-2001-4	04/07/14	01	ACCT#103-0003739-2011-5	29-001-002-4330		04/07/14	35,489.60
				GARBAGE DISPOSAL			
						INVOICE TOTAL:	35,489.60
						VENDOR TOTAL:	35,489.60
WATR WASCO TRUCK REPAIR CO.							
126914	04/07/14	01	TICKET 126914	01-003-002-4110		04/07/14	21.50
				MAINTENANCE - VEHICLES			
						INVOICE TOTAL:	21.50
127026	04/08/14	01	TICKET 127026	01-003-002-4110		04/08/14	21.00
				MAINTENANCE - VEHICLES			
						INVOICE TOTAL:	21.00
						VENDOR TOTAL:	42.50
						TOTAL ALL INVOICES:	230,334.43

Village of Hampshire
Fiscal Year 2014-2015
Preliminary Budget

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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GENERAL FUND (01)

REVENUE

PROPERTY TAXES

01-000-100-3011	PROPERTY TAX - CORPORATE	225,088	435,476	447,260	447,260	449,977	483,699
01-000-100-3012	PROPERTY TAX - POLICE	137,347	120,491	124,014	124,014	126,679	128,577
01-000-100-3013	PROPERTY TAX - AUDIT	128,442	40,672	41,861	41,861	42,115	24,216
01-000-100-3014	PROPERTY TAX - SOCIAL SECURITY	66,104	21,428	20,821	20,821	20,948	21,587
01-000-100-3015	PROPERTY TAX - I.M.R.F.	85,055	34,407	28,603	28,603	28,776	29,655
01-000-100-3016	PROPERTY TAX - LIABILITY	60,111	63,050	72,939	72,939	73,382	75,623
TOTAL PROPERTY TAXES		702,147	715,524	735,498	735,498	741,877	763,357

INTERGOVERNMENTAL REVENUE

01-000-200-3040	SALES TAX	526,730	572,791	450,549	600,732	560,000	601,000
01-000-200-3050	STATE INCOME TAX	436,922	501,340	414,048	552,064	509,482	516,858
01-000-200-3070	USE TAX	81,159	89,275	79,774	106,365	86,516	94,070
01-000-200-3090	PPR TAX	18,877	18,715	15,707	20,943	19,000	20,524
01-000-200-3107	TELECOM TAX G.F 50%	104,833	98,546	47,336	63,115	105,000	102,000
01-000-200-3108	TELECOM TAX 25% RESERV STR.	52,416	49,273	23,668	31,557	52,500	51,000
01-000-200-3109	TELECOM TAX 25% RESERV STR DBT	52,416	49,273	23,668	31,557	52,500	51,000
01-000-200-3110	UTILITY TAX-G.F.50%	104,561	116,530	81,496	108,661	115,000	110,830
01-000-200-3111	UTILITY TAX 25% RESERV. STR	52,281	58,265	40,748	54,331	57,500	55,415
01-000-200-3112	UTILITY TAX 25% RESERV.STR DBT	52,281	58,265	40,748	54,331	57,500	55,415
TOTAL INTERGOVERNMENTAL REVENUE		1,482,476	1,612,273	1,217,742	1,623,656	1,614,998	1,658,112

REIMBURSEABLE REVENUE

01-000-400-3590	ADM SERVICE REIMB FRM REFUSE	-	15,177	12,557	16,743	16,743	16,800
01-000-400-3591	ADM SERVICE REIMB FRM WTR/SWR	-	21,300	19,153	25,537	25,537	25,500
01-000-400-3592	ADM SERVICE REIMB SSA LEVY						3,000
01-000-400-3610	REIMBURSEMENT - LEGAL	4,874	5,417	25,622	30,000	30,000	30,000
01-000-400-3611	REIMBURSEMENT - ENGINEERING	28,361	20,755	4,624	6,165	45,000	10,000
01-000-400-3612	REIMBURSEMENT - OTHER	65,172	-	8,748	8,748	70,000	-

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
TOTAL REIMBURSEABLE REVENUE	98,407	62,649	70,704	87,193	187,280	85,300
OTHER INCOME						
01-000-500-3730 INTEREST	1,350	1,360	741	988	1,000	1,000
01-000-600-3920 MISCELLANEOUS INCOME	58,885	56,143	4,724	6,299	25,000	69,500
01-000-600-3921 VIDEO GAMING		1,718	11,013	14,684	8,100	16,000
01-000-600-3923 INSTALLMENT CONTRACT PROCEEDS	50,384		-	-	-	-
01-000-600-3924 FRANCHISE FEE/RENT	67,415	71,290	63,950	74,194	61,527	90,970
01-000-600-3925 PLOW TRUCK - FA BANK	137,321	-	-	-	-	-
01-000-600-3926 GRANT/PD		1,000	1,000	1,000		1,000
01-000-600-3933 TRANSFER - PARK IMPACT FEES			-	-	20,000	20,000
01-000-600-3934 TRANSFER - PUBLIC USE						90,000
01-000-600-3929 ROAD/BRIDGE TRANSFER	-	-	-	11,094	11,094	7,706
01-000-600-3929 ROAD/BRIDGE TRANSFER	115,000	113,512	115,238	115,238	118,476	113,182
01-000-600-3930 GATE CONTRIBUTIONS		1,000				
TOTAL OTHER INCOME	430,355	246,023	196,666	223,497	245,197	409,358
LICENSES, FINES, PERMITS, FEES						
01-000-700-3200 LIQUOR LICENSES	11,700	12,950	14,200	14,200	12,950	14,200
01-000-700-3250 BUSINESS REGISTRATION	120	1,590	45	60		150
01-000-700-3270 OTHER LICENSES	3,335	1,545	1,560	2,080		2,000
01-000-700-3300 BUILDING PERMITS	68,278	85,062	112,848	150,464	75,000	150,000
01-000-700-3310 BUILDING PERMIT - ADM FEE	9,336	28,581	5,625	7,500	26,250	7,500
01-000-700-3350 ZONING FEES	450	-	-	-	500	500
01-000-700-3360 TRANSITION FEE	2,877	40,183	46,125	61,500	25,000	61,500
01-000-700-3361 PUBLIC USE IMPACT CLEARING	1,158	-	-	-	-	-
01-000-700-3400 FINES,FEES,REPORTS	54,818	57,924	31,535	42,047	45,000	45,000
01-000-700-3410 POLICE IMPOUND FEES		22,612	14,500	25,000	25,000	25,000
TOTAL LICENSES, FINES, PERMITS, FEES	152,072	250,447	226,438	302,851	209,700	305,850
TOTAL GENERAL FUND REVENUE	2,865,457	2,886,916	2,447,048	2,972,695	2,999,052	3,221,977

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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GENERAL FUND - ADMINISTRATION (01-001)

WAGES & BENEFITS

01-001-001-4000	SALARIES - FULL TIME	110,322	151,462	128,365	171,153	135,681	219,782
01-001-001-4001	SALARIES - PART TIME	50,771	21,794	15,593	20,791	23,287	7,000
01-001-001-4010	EMPLOYER FICA	10,195	10,609	8,778	11,704	9,857	14,060
01-001-001-4020	EMPLOYER MEDICARE	2,600	2,481	2,053	2,737	2,305	3,288
01-001-001-4030	EMPLOYER I.M.R.F.	12,606	17,123	15,523	20,697	16,269	22,426
01-001-001-4031	EMPLOYER HEALTH INS.	15,070	9,456	4,573	6,097	6,807	31,050
01-001-001-4033	EMPLOYER DENTAL INS.	1,004	617	897	1,196	401	2,087
01-001-001-4035	EMPLOYER LIFE INS.	391	617	332	443	200	1,224
01-001-001-4037	EMPLOYER VISION INS.	53	68	58	77	67	372
01-001-001-4050	UNEMPLOYMENT COMP.	1,457	14,973	893	1,191	1,500	634
TOTAL WAGES & BENEFITS		204,469	229,200	177,065	236,087	196,374	301,923

CONTRACTUAL SERVICES

01-001-002-4100	MAINTENANCE - BLDG.	515	1,523	839	3,500	3,500	2,500
01-001-002-4120	MAINTENANCE - EQUIP.	282	3,576	10	1,000	1,000	1,000
01-001-002-4210	INSURANCE/RISK MANAGEMENT	71,319	73,266	80,015	81,000	82,000	87,013
01-001-002-4230	COMMUNICATION SERVICES	6,841	3,277	3,657	4,876	5,300	5,000
01-001-002-4280	RENTAL - CARPET-WATER COOLER	5,105	5,314	3,503	4,671	3,200	5,000
01-001-002-4290	TRAVEL EXPENSE	589	590	490	653	600	600
01-001-002-4310	TRAINING	107	519	55	73	500	500
01-001-002-4320	POSTAGE	1,516	1,257	1,017	1,356	1,800	1,926
01-001-002-4340	PRINT/ADV/FORMS	2,852	1,988	2,475	3,300	3,000	3,000
01-001-002-4360	ENGINEERING SERVICES - VILLAGE	152,202	30,827	48,731	64,975	45,000	25,000
01-001-002-4361	ENGINEERING SERVICES - REIMB.	71,469	22,702	15,401	20,535	23,500	30,000
01-001-002-4370	LEGAL SERVICES - VILLAGE	94,055	89,521	88,344	117,792	60,000	80,000
01-001-002-4371	LEGAL SERVICES - REIMB.	12,000	3,405	17,743	23,657	5,000	25,000
01-001-002-4372	LEGAL SERVICES - LABOR	7,574	8,035		-	1,000	1,000
01-001-002-4375	AUDIT	20,000	21,550	23,030	23,030	15,000	24,000

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
01-001-002-4376 EMPLOYEE ASST. PROGRAM	1,000	1,000	1,169	1,559	1,000	1,200
01-001-002-4377 EMPLOYEE WORKOUT PGM		-				
01-001-002-4379 OTHER PROF.SERVICES-REIMB.	1,580	3,294	12,046	16,061	2,000	200
01-001-002-4380 OTHER PROF.SERVICES-VILLAGE	191,464	174,942	93,349	124,465	150,000	30,000
01-001-002-4381 JULIE				-	1,000	1,000
01-001-002-4382 ECONOMIC DEVELOPMENT						
01-001-002-4390 BLDG.INSP.SERVICES	52,432	83,822	100,100	150,464	75,000	150,000
01-001-002-4391 BUILDING INSP. PROP. MAINT				-	1,000	1,000
01-001-002-4400 PACE	2,294	1,454		2,300	2,300	2,400
01-001-002-4430 DUES	8,101	5,767	1,956	2,608	5,700	5,700
01-001-002-4435 MOSQUITO CONTROL	12,948	12,948	12,948	12,948	13,000	13,000
01-001-002-4470 CODIFICATION	4,876	1,609	1,768	2,357	5,000	2,500
TOTAL CONTRACTUAL SERVICES	721,121	552,186	508,646	663,180	506,400	498,539
COMMODITIES						
01-001-003-4650 OFFICE SUPPLIES	10,005	5,007	3,064	4,085	6,500	6,000
01-001-003-4670 MAINTENANCE SUPPLIES	591	729		-	900	1,000
01-001-003-4685 R & M COMPUTER SOFTWARE/LICS	9,626	2,114	6,283	8,377	6,500	6,500
TOTAL COMMODITIES	20,222	7,850	9,347	12,462	13,900	13,500
OTHER EXPENSES						
01-001-004-4690 BOND REPAYMENT 2009A INTEREST	2,158	10,034	9,702	9,702		9,518
01-001-004-4691 BOND REPAYMENT 2009A PRINC	750	3,500	3,500	3,500	2,829	3,500
LOAN TO TIF FOR 2009A DEBT SERVICE				72,055	72,055	-
TRANS FUND 33, DEBT SERV 2006A			21,170	28,226	28,226	-
DEBT SERVICE 2012 AGO				10,741	10,741	-
TRANSFER TO WATER						-
01-001-004-4780 TRANS TO ERF						
01-001-004-4781 TRANS TO SSA#5	142,750	92,972				
01-001-004-4785 SALES TAX INCENTIVE AGREEMENTS		58,215	53,646	53,646	40,000	41,000
01-001-004-4800 MISCELLANEOUS EXPENSE	26,781	9,340	1,235	1,647	2,000	2,000

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
01-001-005-4907 STORM SIGNAL SYSTEM	2,240	6,895	2,240	2,987	2,300	2,300
01-001-005-4941 PARK DEVELOPMENT			6,212	8,283	21,850	23,000
01-001-004-4910 CONTINGENCY				-	7,500	5,000
TOTAL OTHER EXPENSES	174,679	180,956	97,705	190,787	187,501	86,318
CAPITAL						
01-001-005-4906 EQUIPMENT		4,522	-	-	1,750	1,750
TOTAL CAPITAL	-	4,522	-	-	1,750	1,750
TOTAL ADMINISTRATION	1,120,491	974,714	792,763	1,102,516	905,925	902,030
GENERAL FUND - POLICE (01-002)						
WAGES & BENEFITS						
01-002-001-4000 SALARIES - FULL TIME	689,774	758,861	618,501	824,668	762,070	802,044
01-002-001-4001 SALARIES - PART TIME	39,135	37,983	29,348	39,131	42,210	42,693
01-002-001-4005 FIELD TRAINING OFFICER				-		3,000
01-002-001-4006 OFFICER IN CHARGE	14,667	14,853	12,327	16,436	16,000	16,000
01-002-001-4007 COURT OVERTIME	4,586	4,938	4,335	5,780	6,000	6,000
01-002-001-4008 OVERTIME	36,189	43,675	38,587	51,449	50,000	74,000
01-002-001-4010 EMPLOYER S.S.	45,799	2,355	1,820	2,427	2,617	2,646
01-002-001-4020 EMPLOYER MEDICARE	11,190	(18,873)	9,867	13,156	12,841	13,323
01-002-001-4029 EMPLOYER PENSION CONTRIBUTION		121,222	94,556	126,075	126,075	208,000
01-002-001-4030 EMPLOYER I.M.R.F.	80,009	4,040	3,343	4,457		3,804
01-002-001-4031 EMPLOYER HEALTH INS.	161,463	195,688	130,366	173,821	164,967	188,973
01-002-001-4033 EMPLOYER DENTAL INS.	11,476	12,151	10,296	13,728	12,070	15,030
01-002-001-4035 EMPLOYER LIFE INS.	1,041	1,209	775	1,033	1,100	2,220
01-002-001-4037 EMPLOYER VISION INS.	1,025	1,402	1,121	1,495	1,350	1,687
01-002-001-4050 UNEMPLOYMENT COMP.			-	-		2,338
TOTAL WAGES & BENEFITS	1,096,354	1,179,504	955,242	1,273,656	1,197,300	1,381,758

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
CONTRACTUAL SERVICES						
01-002-002-4100 MAINTENANCE - BLDG	234	4,003	2,415	3,220	300	300
01-002-002-4110 MAINTENANCE - VEHL.	11,688	9,807	10,540	14,053	12,000	10,000
01-002-002-4120 MAINTENANCE - EQUIP.	1,248	1,905	1,423	1,897	2,000	2,000
01-002-002-4131 UTILITY - GAS/ELECT PD			-	-		
01-002-002-4230 COMMUNICATION SERVICES	9,323	9,394	7,728	10,304	10,000	10,000
01-002-002-4280 RENTALS	56,129	63,127	41,774	55,699	56,000	56,000
01-002-002-4285 911 SERVICES	60,707	63,742	68,693	68,693	70,000	73,000
01-002-002-4290 TRAVEL EXPENSE			-	-	1,000	1,000
01-002-002-4310 TRAINING	1,380	2,105	1,860	2,480	3,000	4,000
01-002-002-4320 POSTAGE	422	1,189	475	633	1,250	1,250
01-002-002-4340 PRINT/ADV/FORMS	2,005	2,355	2,125	2,833	2,500	2,700
01-002-002-4370 LEGAL SERVICES	12		-	-		
01-002-002-4380 OTHER PROF.SERV.	8,493	18,291	9,690	12,920	12,000	11,000
01-002-002-4430 DUES	60	135	147	196	600	600
TOTAL CONTRACTUAL SERVICES	151,701	176,053	146,870	172,928	170,650	171,850
COMMODITIES						
01-002-003-4650 OFFICE SUPPLIES	2,572	6,346	3,837	5,116	5,000	6,000
01-002-003-4660 GASOLINE/OIL	51,095	52,451	37,585	50,113	52,500	52,500
01-002-003-4670 MAINTENANCE SUPPLIES	89	349	140	187	500	500
01-002-003-4680 OPERATING SUPPLIES	6,249	3,616	3,884	5,179	7,000	7,000
01-002-003-4690 UNIFORMS	10,458	10,877	11,652	15,536	13,000	14,000
01-002-003-4700 DRUG PRGM- G.A.T.E.	1,124	1,234	838	1,117		1,500
TOTAL COMMODITIES	71,587	74,873	57,936	77,248	78,000	81,500
CAPITAL OUTLAY						
01-002-005-4906 EQUIPMENT	9,500	6,527	12,245	16,327	13,550	15,500
01-002-005-4930 VEHICLES	41,459	41,662	41,961	41,961	44,000	40,950
01-002-005-4931 CAPITAL OUTLAY	50,384	22,612	-			
TOTAL CAPITAL OUTLAY	101,343	70,801	54,206	58,288	57,550	56,450

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
TOTAL POLICE	1,420,985	1,501,231	1,214,254	1,582,120	1,503,500	1,691,558
GENERAL FUND - STREET MAINTENANCE (01-003)						
WAGES & BENEFITS						
01-003-001-4000 SALARIES - FULL TIME	180,448	186,166	144,874	193,165	153,733	139,853
01-003-001-4001 SALARIES - PART TIME		480	1,316	1,755	7,500	8,825
01-003-001-4006 OVERTIME	7,890	14,833	16,614	22,152	12,500	21,102
01-003-001-4010 EMPLOYER S.S.	11,311	11,865	9,556	12,741	10,771	10,526
01-003-001-4020 EMPLOYER MEDICARE	2,645	2,775	2,235	2,980	2,519	2,462
01-003-001-4030 EMPLOYER I.M.R.F.	20,204	22,786	19,564	26,085	19,932	16,015
01-003-001-4031 EMPLOYER HEALTH INS.	60,162	59,148	47,763	63,684	52,200	73,994
01-003-001-4033 EMPLOYER DENTAL INS.	4,311	4,153	3,522	4,696	3,782	5,686
01-003-001-4035 EMPLOYER LIFE INS.	376	337	282	376	360	480
01-003-001-4037 EMPLOYER VISION INS.	418	478	420	560	486	620
01-003-001-4050 UNEMPLOYMENT COMP.			-	-		762
TOTAL WAGES & BENEFITS	287,765	303,021	246,146	328,195	263,783	280,325
CONTRACTUAL SERVICES						
01-003-002-4100 MAINTENANCE - BLDG.	246	22	-	-	500	500
01-003-002-4110 MAINTENANCE - VEHICLES	12,689	13,993	15,849	21,132	12,000	15,000
01-003-002-4120 MAINTENANCE - EQUIP.	6,673	5,372	8,905	11,406	7,000	7,000
01-003-002-4130 MAINTENANCE - STREETS	36,160	25,577	24,867	33,156	37,000	37,000
01-003-002-4150 MAINTENANCE-GROUNDS		1,150	-	-	500	500
01-003-002-4160 MAINTENANCE-TREE REMOVAL	10,625	10,000	5,500	7,333	10,000	10,000
01-003-002-4190 SNOW REMOVAL	1,463		5,000	5,000	5,000	5,000
01-003-002-4200 CONTRACTURAL SERVICE-TOWNSHIP			-	-		
01-003-002-4210 CONTRACT SER - TREE REPLACEMENT	5,620	1,500	24,665	24,665	10,000	-
01-003-002-4230 COMMUNICATION SERVICES	2,772	2,308	1,914	2,552	2,500	2,500
01-003-002-4260 STREET LIGHTING	37,505	36,926	25,949	34,599	40,000	38,000
01-003-002-4270 STREET LIGHT MAINT.	14,845	10,892	9,928	13,237	15,000	15,000

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
01-003-002-4280 RENTALS	1,817	1,920	573	764	2,500	2,500
01-003-002-4310 TRAINING	467	60	240	320	500	500
01-003-002-4340 PRINT/ADV/FORMS			-	-		-
01-003-002-4430 DUES	258	306	314	419	350	350
TOTAL CONTRACTUAL SERVICES	131,140	110,026	123,704	154,583	142,850	133,850
COMMODITIES						
01-003-003-4650 OFFICE SUPPLIES	437	657	350	467	500	500
01-003-003-4660 GASOLINE/OIL	16,067	20,646	17,716	23,621	19,000	30,000
01-003-003-4670 MAINTENANCE SUPPLIES	8,017	8,089	5,090	6,787	7,000	7,000
01-003-003-4680 OPERATING SUPPLIES	17,344	17,165	10,642	14,189	16,000	14,000
01-003-003-4690 UNIFORMS	1,611	1,470	1,660	2,213	1,500	1,400
01-003-003-4700 STORM SEWER MAINTENANCE	6,714	281	3,596	4,795	5,000	5,000
TOTAL COMMODITIES	50,190	48,308	39,054	52,072	49,000	57,900
OTHER EXPENSES						
01-003-004-4790 TRAN TO DEBT SERV(U.T)	21,521	19,528	22,346	29,795		90,000
01-003-004-4800 MISCELLANEOUS EXPENSE	694	50	150	200	750	750
01-003-005-4940 2012 PICKUP 4X4 (LEASE/INSTALLMENT)		19,030	-	-	-	-
01-003-005-4941 2008 INT.PLW TRK - MO PMT FAB	20,126	20,126	3,011	3,011	3,016	-
01-003-005-4943 2013 4 YARD DUMP TRUCK W/ ASSEMBLY		2,885	26,312	26,312	25,000	25,912
01-003-005-4945 NEW PLOW TRK	27,861	30,394	22,796	30,395	30,394	30,394
TOTAL OTHER EXPENSES	70,202	92,013	74,615	89,713	59,160	147,056
CAPITAL EQUIPMENT						
01-003-005-4906 EQUIPMENT		835	-	-	4,000	
TOTAL CAPITAL EQUIPMENT	-	835	-	-	4,000	-
TOTAL STREET MAINTENANCE	539,297	554,203	483,519	624,563	518,793	619,131

GENERAL FUND - PLANNING (01-004)

WAGES & BENEFITS

01-004-001-4000 SALARIES - PLAN COMMISSION

01-004-001-4010 EMPLOYER S.S.

01-004-001-4020 EMPLOYER MEDICARE

TOTAL WAGES AND BENEFITS

CONTRACTUAL SERVICES

01-004-002-4310 TRAINING

01-004-002-4365 CONTRACTUAL SERVICES

TOTAL CONTRACTUAL SERVICES

TOAL PLANNING

GENERAL FUND - ZONING (01-005)

WAGES & BENEFITS

01-005-001-4000 SALARIES - ZBA

01-005-001-4010 EMPLOYER S.S.

01-005-001-4020 EMPLOYER MEDICARE

TOTAL WAGES AND BENEFITS

CONTRACTUAL SERVICES

01-005-002-4310 TRAINING

01-005-002-4380 OTHER - ZONING SIGNAGE

TOTAL CONTRACTUAL SERVICES

TOTAL ZONING EXPENSES

TOTAL PLANNING AND ZONING

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
	-		80	107	500	500
	-		5	7	31	31
	-		1	2	7	7
TOTAL WAGES AND BENEFITS	-	-	86	116	538	538
				-	-	-
			83	111	-	-
TOTAL CONTRACTUAL SERVICES	-	-	83	111	-	-
TOAL PLANNING	-	-	169	226	538	
	1,010	185	50	67	1,250	1,250
	60	11	3	4	78	78
	15	3	1	1	18	18
TOTAL WAGES AND BENEFITS	1,085	199	54	72	1,346	1,346
			-	-	-	-
	150	-	-	-	500	500
TOTAL CONTRACTUAL SERVICES	150	-	-	-	500	500
TOTAL ZONING EXPENSES	1,235	199	54	72	1,846	1,846
TOTAL PLANNING AND ZONING	1,235	199	223	298	2,384	1,846

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
GENERAL FUND - POLICE COMMISSION (01-006)						
WAGES & BENEFITS						
01-006-001-4000 SALARIES - POLICE COMMISSION	-	-	-	-	900	900
01-006-001-4010 EMPLOYER S.S.	-	-	-	-	56	56
01-006-001-4020 EMPLOYER MEDICARE	-	-	-	-	13	13
TOTAL WAGES AND BENEFITS	-	-	-	-	969	969
CONTRACTUAL SERVICES						
01-006-002-4310 TRAINING	-	-	-	-	500	500
01-006-002-4320 POSTAGE	-	-	-	-	250	250
TESTING SERVICES	-	-	-	-	2,500	2,500
TOTAL CONTRACTUAL SERVICES	-	-	-	-	3,250	3,250
COMMODITIES						
01-006-003-4680 OPERATING SUPPLIES	-	-	-	-	300	300
TOTAL COMMODITIES	-	-	-	-	300	300
TOTAL POLICE COMMISSION EXPENSES	-	-	-	-	4,519	4,519
TOTAL GENERAL FUND REVENUES	2,865,457	2,886,916	2,447,048	2,972,695	2,999,052	3,221,977
TOTAL GENERAL FUND EXPENSES	3,082,008	3,030,348	2,490,759	3,309,496	2,935,121	3,219,084
GENERAL FUND RESULT OF OPERATIONS	(216,551)	(143,432)	(43,711)	(336,801)	63,931	2,893

		FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
CAPITAL							
04-003-006-4380	SANITARY REHAB & STORM IMPROV	-	-	-			-
	CAPITAL PROJECTS - STREETS/DRAINAGE	-	-		-	176,000	-
	CAPITAL PROJECTS - WATER SYSTEM	-	-	960	960	765,000	-
	CAPITAL PROJECTS - SEWER SYSTEM	-	-		-	216,700	-
TOTAL CAPITAL		-	-	960	960	1,157,700	-
TOTAL EXPENSES		-	-	960	960	1,157,700	-
REVENUE VERSUS EXPENSES		-	-	(960)	(960)	-	-
TIF FUND (05)							
REVENUES							
05-000-100-3010	PROPERTY TAX (TIF)	27,916	21,839	19,820	19,820	19,416	17,952
	LOAN FROM GF/PUBLIC USE				73,172	72,055	65,000
05-000-100-3730	INTEREST INCOME	1	1	-	-	-	-
TOTAL REVENUES		27,917	21,840	19,820	92,992	91,471	82,952
EXPENSES							
CONTRACTUAL SERVICES							
05-001-002-4380	PROFESSIONAL SERVICES		493	1,141	1,521		1,500
TOTAL CONTRACTUAL SERVICES		-	493	1,141	1,521	-	1,500
OTHER							
05-001-004-4690	BOND REPAYMENT	69,767	60,579	63,410	91,471	91,471	58,468
05-001-004-4691	PRINCIPAL	24,250	21,500	21,500			21,500
TOTAL OTHER		94,017	82,079	84,910	91,471	91,471	79,968
TOTAL EXPENSES		94,017	82,572	86,051	92,992	91,471	81,468
REVENUE VERSUS EXPENSES		(66,100)	(60,732)	(66,231)	-	-	1,484

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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PUBLIC USE FUND (06)

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
REVENUES						
06-000-100-3730 PUBLIC USE INTEREST	390	878	80	107	10,000	110
06-000-100-3800 PUBLIC USE IMPACT FEES	2,316	72,302	76,751	102,335	50,000	100,000
06-000-100-3850 PUBLIC USE TRANSITION FEES	719					
TOTAL REVENUES	3,425	73,180	76,831	102,441	60,000	100,110
EXPENSES						
CONTRACTUAL SERVICES						
06-001-002-4360 ENGINEERING SERVICES						
06-001-002-4380 OTHER PROFESSIONAL SERVICES	-	41,000				
TOTAL CONTRACTUAL SERVICES	-	41,000	-	-	-	-
OTHER						
06-001-006-4800 MISCELLANEOUS	-	-	57			
06-004-004-4780 TRANSFER TO GENERAL	-	-				90,000
06-004-004-4781 LOAN TO TIF	-	-				65,000
06-004-004-4782 TRANSFER TO CAP IMPROV/DEBT SERV						70,000
TOTAL OTHER	-	-	57	-	-	225,000
CAPITAL						
06-001-006-4790 CONSTRUCTION						
06-001-006-4900 EQUIPMENT STREETS						
06-004-006-4380 EQUIPMENT PD/STR		18,620				
TOTAL CAPITAL	-	18,620	-	-	-	-
TOTAL EXPENSES	-	59,620	57	-	-	225,000
REVENUE VERSUS EXPENSES	3,425	13,560	76,774	102,441	60,000	(124,890)

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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HOTEL/MOTEL TAX FUND (07)

REVENUES

07-001-001-3730 INTEREST	48	52	22	29	40	25
07-001-001-4370 HOTEL/MOTEL TAX PROCEEDS	15,812	17,234	8,825	11,767	15,000	15,000
TOTAL REVENUES	15,860	17,286	8,847	11,796	15,040	15,025

EXPENSES

OTHER

07-002-002-4375 EAVCB PAYMENT		-		-	1,500	1,500
07-002-002-4376 COON CREEK CONTRIBUTION	10,000	10,000	10,000	10,000	10,000	10,000
07-002-002-4380 WEB SITE EXPENSES		3,000	2,900	7,500	7,500	7,500
07-002-002-4385 OTHER CONTRACTUAL SERVICES	3,248	6,459				
TOTAL OTHER	13,248	19,459	12,900	17,500	19,000	19,000

TOTAL EXPENSES	13,248	19,459	12,900	17,500	19,000	19,000
REVENUE VERSUS EXPENSES	2,612	(2,173)	(4,053)	(5,704)	(3,960)	(3,975)

REVOLVING LOAN FUND (08)

REVENUES

08-000-100-3730 INTEREST INCOME	2,524	1,772	594	792	1,000	800
LOAN PAYMENTS (P&I)		-		-	25,000	-
TOTAL REVENUES	2,524	1,772	594	792	26,000	800

EXPENSES

08-008-006-4010 LOANS				-	150,000	
08-008-006-4350 AUDIT		-		-	500	
08-008-006-4370 LEGAL FEES/PROF SERVICES	1,185	1,885	659	79	1,500	80
08-008-006-4390 ADMINISTRATION FEES				-		
TOTAL EXPENSES	1,185	1,885	659	79	152,000	80

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
REVENUE VERSUS EXPENSES	1,339	(113)	(65)	713	(126,000)	720
PD EVIDENCE FUND (09)						
REVENUES						
09-000-100-3400 EVIDENCE MONEY/DUI/DRUG	1,443	1,752	818	1,091	1,000	1,000
09-000-100-3730 INTEREST INCOME	9	9	3	4		4
TOTAL REVENUES	1,452	1,761	821	1,095	1,000	1,004
EXPENSES						
09-001-006-4800 EVIDENCE RELATED EXPENSE		3,648	1,263	1,684		1,500
TOTAL EXPENSES	-	3,648	1,263	1,684	-	1,500
REVENUE VERSUS EXPENSES	1,452	(1,887)	(442)	(589)	1,000	(496)
ROAD AND BRIDGE FUND (10)						
REVENUES						
10-000-001-3730 INTEREST INCOME	35	5	2	3		3
10-000-100-3010 PROPERTY TAX	114,089	113,512	115,238	115,238	116,725	113,182
10-000-100-3090 PERS PROP REPLACEMENT TAX TWP	1,486	1,436	1,063	1,417		1,400
TOTAL REVENUES	115,610	114,953	116,303	116,658	116,725	114,585
EXPENSES						
10-001-002-4790 TRANSFERS	115,000	113,512		115,238	116,725	113,182
TOTAL EXPENSES	115,000	113,512	-	115,238	116,725	113,182
REVENUE VERSUS EXPENSES	610	1,441	116,303	1,420	-	1,403

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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MOTOR FUEL TAX FUND (15)

REVENUES							
15-000-100-3060	MFT FUND DISTRIBUTION	157,303	160,817	108,553	150,000	150,000	128,422
15-000-100-3730	INTEREST	68	26				
TOTAL REVENUES		157,371	160,843	108,553	150,000	150,000	128,422
EXPENSES							
CONTRACTUAL SERVICES							
15-001-006-4362	CONSTRUCTION	61,567	32,402	153,850	205,133	176,000	
15-001-006-4365	MAINTENANCE			7,899	10,532	24,000	
TOTAL CONTRACTUAL		61,567	32,402	161,749	215,665	200,000	-
COMMODITIES							
15-003-003-4600	ICE CONTROL	40,285	64,678	44,062	58,749	55,000	90,000
TOTAL COMMODITIES		40,285	64,678	44,062	58,749	55,000	90,000
TOTAL EXPENSES		101,852	97,080	205,811	274,414	255,000	90,000
REVENUE VERSUS EXPENSES		55,519	63,763	(97,258)	(124,414)	(105,000)	38,422

SSA #9 FUND (21)

REVENUES							
21-000-100-3010	PROP TAX COLLECTIONS	283,517	299,477	298,829	298,829	298,900	319,673
21-000-001-3920	MISC INCOME						
21-000-100-3730	INTEREST	26	26	10	13		10
TOTAL REVENUES		283,543	299,503	298,839	298,842	298,900	319,683
EXPENSES							
21-001-006-4350	AUDIT						
21-001-006-4440	ADMINISTRATIVE FEES	16,012	18,954	1,006	1,341	7,500	17,500

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
21-001-006-4780 TRANSFER TO AMALG BANK	264,631	282,588	48,009	64,012	291,400	302,183
21-001-006-4781 REFUND SSA#9 OVER TAX			6,633			
TOTAL EXPENSES	280,643	301,542	55,648	65,353	298,900	319,683

REVENUE VERSUS EXPENSES	2,900	(2,039)	243,191	233,489	-	-
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WATER/SEWER IMPROVEMENT FUND (28)

REVENUES						
28-000-100-3530 W/S IMPROVEMENT CHARGE	60,982	63,087	97,394	64,929	70,000	66,880
28-000-100-3531 PENALTY - W/S CAPITAL CHARGE						
TOTAL REVENUES	60,982	63,087	97,394	64,929	70,000	66,880

EXPENSES						
28-001-004-4800 MISC EXPENSE						
28-001-006-4000 OPERATING TRANSFER OUT	51,564					
28-001-006-4700 INTEREST ARRA	15,805	11,371	11,062	11,062	17,286	16,164
28-001-006-4701 PRINCIPAL ARRA	-	51,431	52,203	52,203	52,203	53,325
TOTAL EXPENSE	67,369	62,802	63,265	63,265	69,489	69,489

REVENUES VERSUS EXPENSES	(6,387)	285	34,129	1,664	511	(2,609)
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GARBAGE FUND (29)

REVENUES						
29-000-100-3550 GARBAGE DISPOSAL FEES	345,760	355,700	290,903	387,871	397,716	423,582
29-000-100-3551 REFUSE - PENALTIES	5,905	6,321	4,489	5,985	5,000	5,000
RECYCLING SALES		-		-	1,000	-
29-000-100-3921 GARBAGE LICENSE FEES	3,900	3,900		-	4,000	4,000
TOTAL REVENUES	355,565	365,921	295,392	393,856	407,716	432,582

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
EXPENSES						
29-001-001-4000 TRANS TO GEN FUND ADM SERV		15,177	11,383	15,177	15,177	16,800
29-001-002-4320 POSTAGE	1,913	2,022	707	943	600	1,004
29-001-002-4330 GARBAGE DISPOSAL	363,631	382,876	267,558	392,744	397,712	419,386
TOTAL EXPENSES	365,544	400,075	279,648	408,864	413,489	437,190
REVENUES VERSUS EXPENDITURES	(9,979)	(34,154)	15,744	(15,008)	(5,773)	(4,608)

WATER FUND (30)

WATER REVENUE

30-000-100-3500 WATER SALES	587,199	625,863	486,592	648,789	659,718	656,369
30-000-100-3501 WATER - PENALTY	8,158	9,000	6,178	8,237	9,000	8,330
30-000-100-3502 WATER - ADJUSTMENTS	3,160	4,245	2,315	3,087	3,500	3,120
30-000-100-3521 METER SALES	2,450	23,100	26,250	35,000	12,500	35,000
30-000-100-3350 W/S IMPROVEMENT CHARGE	60,982	62,900	-	64,929	-	66,880
30-000-100-3730 INTEREST		7	-	-	-	-
30-000-100-3919 WELL HOUSE SIDING SETTLEMENT		23,000	-	-	-	-
30-000-100-3920 MISCELLANEOUS INCOME	50	615	-	-	500	-
30-001-004-3951 PREMIUM ON BONDS ISSUED		18,308	-	-	-	-
TOTAL WATER REVENUE	661,999	767,038	521,335	760,042	685,218	769,699

WAGES AND BENEFITS

30-001-001-4000 SALARIES - FULL TIME	80,665	85,411	68,498	91,331	115,297	84,709
30-001-001-4006 OVERTIME	482	1,218	1,458	1,944	5,000	3,266
30-001-001-4009 IN LIEU OF MEDICAL INSURANCE	1,048	786		-		
30-001-001-4010 EMPLOYER S.S.	4,960	5,229	4,183	5,577	7,460	5,455
30-001-001-4020 EMPLOYER MEDICARE	1,159	1,222	978	1,304	1,746	1,274
30-001-001-4030 EMPLOYER I.M.R.F.	8,822	9,871	8,442	11,256	14,425	8,753
30-001-001-4031 EMPLOYER HEALTH INS	5,053	6,257	8,538	11,384	26,051	19,890
30-001-001-4033 EMPLOYER DENTAL INS	1,326	910	489	652	1,698	1,388
30-001-001-4035 EMPLOYER LIFE INS	188	188	141	188	223	228

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
30-001-001-4037 EMPLOYER VISION INS	138	134	54	72	233	188
30-001-001-4050 UNEMPLOYMENT COMP			-	-		297
TOTAL WAGES & BENEFITS	103,841	111,226	92,781	123,708	172,133	125,448
CONTRACTUAL SERVICES						
30-001-002-4100 MAINTENANCE BUILDINGS			-	-	-	3,700
30-001-002-4110 MAINT. VEHICLES	853	884	252	336	1,000	1,500
30-001-002-4120 MAINT. EQUIP.	5,212	41,893	18,960	25,280	30,000	30,000
30-001-002-4150 MAINT. GROUNDS		1,500		-	500	500
30-001-002-4160 MAINT. UTILITY SYSTEM	72,151	13,138	15,194	20,259	15,000	50,000
30-001-002-4210 INSURANCE/RISK MANAGEMENT	21,915	36,633	39,835	39,835	20,000	43,507
30-001-002-4230 COMMUNICATION SERVICES	3,376	2,370	2,365	3,153	4,000	4,000
30-001-002-4260 UTILITIES	158,938	30,000	128,485	171,313	95,000	180,000
30-001-002-4280 RENTAL SERVICE	505	1,634	737	983	1,500	1,500
30-001-002-4290 TRAVEL EXPENSE			-	-	250	250
30-001-002-4310 TRAINING		451	400	533	500	500
30-001-002-4320 POSTAGE	1,913	2,022	707	943	1,000	1,000
30-001-002-4340 PRINTING/ADVERTISING/FORMS	5,933	4,710	6,513	8,684	4,000	5,700
30-001-002-4350 AUDIT SHARE	51,551	-	-	-	3,300	-
30-001-002-4360 ENGIN.SERVICE/MAPS/ION EXCH	-	21,535	5,555	7,407	25,000	45,000
30-001-002-4380 OTHER PROFESSIONAL SERVICES	6,969	7,179	-	-	6,000	6,000
30-001-002-4430 DUES	215	-	2,279	3,039	300	300
TOTAL CONTRACTUAL SERVICES	329,531	163,949	221,282	281,764	207,350	369,757
COMMODITIES						
30-001-003-4650 OFFICE SUPPLIES	486	338	257	343	300	350
30-001-003-4660 GASOLINE/OIL	4,096	5,260	3,359	4,479	4,200	5,000
30-001-003-4670 MAINTENANCE SUPPLIES	23,692	(11,109)	1,870	2,493	7,500	8,000
30-001-003-4680 OPERATING SUPPLIES	64,072	65,779	49,602	66,136	70,000	70,000
30-001-003-4690 UNIFORMS	403	372	63	84	500	500
30-001-003-4691 MSI LICENSE AGREEMENT		2,114	-	-	2,150	

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
TOTAL COMMODITIES	92,749	62,754	55,151	73,535	84,650	83,850
DEBT SERVICE						
30-001-004-4690 WTR TWR BND 2003 SERIES-INT	18,475	10,344	20,264			-
30-001-004-4691 WTR TWR BND 2003 SERIES-PRIN	-		115,100			-
30-001-004-4693 WTR TWR BND 2003 SERIES-ADM	214	104,515	100			-
30-001-004-4700 WELL #9 LOAN INTEREST - BNY MD	52,218	32,728	2,250	21,728	21,728	-
30-001-004-4701 WELL #9 LOAN PRIN.-BNY MIDWEST	-					-
30-001-004-4702 WELL #9 LOAN ADM SERV		-				-
30-001-004-4693 DEBT SERV 2003 DEBT CERT			62,250	62,250	108,826	-
30-001-004-4703 DEBT SERV 2012 AGO - INTEREST		11,458		61,737	61,737	30,327
30-001-004-4704 DEBT SERV 2012 AGO - PRINCIPAL						78,300
30-001-004-4780 TRANS LOAN TO SWR FND 3/YR PMT						
30-001-004-4790 TRANS.TO WTR REC.3,000/MO		-				
TOTAL DEBT SERVICE	70,907	159,045	199,964	145,715	192,291	108,627
OTHER EXPENSES						
30-000-001-3560 TRANSFER TO CAPITAL PROJECTS	-	-	-	440,000	440,000	
30-001-004-4770 OPERATING TRANSFER IN	-	(41,000)	-			
30-001-004-4770 TRANSFER TO GENERAL - ADMIN EXP	-	10,650	9,576	12,768	12,769	12,750
30-001-004-4940 CONTINGENCY	-	-	-			
30-001-004-4800 MISCELLANEOUS EXPENSE	194	528	-	500	500	
TOTAL OTHER EXPENSES	194	(29,822)	9,576	453,268	453,269	12,750
CAPITAL OUTLAY						
30-001-005-4500 DEPRECIATION	452,721	454,001	-			
30-001-005-4510 TRANSFER TO GOV'T CAP ASSETS	471,524					
30-001-005-4960 METERS/EQUIPMENT	22,886	30,535	30,586	40,781	25,000	40,000
30-001-005-4940 CAPITAL - VEHICLES			10,511	10,511	30,000	10,511
30-001-005-4980 FIRE HYDRANTS				-	6,500	6,500
TOTAL CAPITAL OUTLAY	947,131	484,536	41,097	51,292	61,500	57,011

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
TOTAL WATER DEPARTMENT	1,544,353	951,688	619,851	1,129,282	1,171,193	757,443
REVENUES VERSUS EXPENSES	(882,354)	(184,650)	(98,516)	(369,240)	(485,975)	12,256
SEWER FUND (31)						
SEWER REVENUE						
31-000-100-3510 SEWER CHARGES	755,038	814,422	613,255	817,673	814,538	826,844
31-000-100-3511 SEWER - PENALTY	10,725	11,608	8,835	11,780	12,500	11,910
31-000-100-3915 LOAN PMT FRM WTR FND			-	-		
31-000-100-3920 MISCELLANEOUS INCOME	6	35,000	-	-	-	
TOTAL SEWER REVENUE	765,769	861,030	622,090	829,453	827,038	838,754
WAGES & BENEFITS						
31-001-001-4000 SALARIES - FULL TIME	81,162	88,275	66,200	88,267	115,297	92,623
31-001-001-4006 OVERTIME	4,205	4,552	1,502	2,003	8,500	3,380
31-001-001-4009 IN LIEU OF MEDICAL INSURANCE	1,048	786		-		
31-001-001-4010 EMPLOYER S.S.	5,218	5,596	4,045	5,393	7,677	5,952
31-001-001-4020 EMPLOYER MEDICARE	1,221	1,309	946	1,261	1,796	1,391
31-001-001-4030 EMPLOYER I.M.R.F.	9,275	10,573	8,173	10,897	14,844	9,552
31-001-001-4031 EMPLOYER HEALTH INS	32,498	37,247	26,085	34,780	26,051	28,738
31-001-001-4033 EMPLOYER DENTAL INS	1,982	2,109	1,761	2,348	1,698	1,831
31-001-001-4035 EMPLOYER LIFE INS	208	188	157	209	223	228
31-001-001-4037 EMPLOYER VISION INS	227	276	206	275	233	228
31-001-001-4050 UNEMPLOYMENT COMP			-	-		297
TOTAL WAGES & BENEFITS	137,044	150,911	109,075	145,433	176,319	144,220
CONTRACTUAL SERVICES						
31-001-002-4100 MAINT. BUILDING	1,597	215	4,153	5,537	5,000	10,000
31-001-002-4110 MAINT. VEHICLES	2,664	2,316	2,007	2,676	1,000	1,000
31-001-002-4120 MAINT. EQUIP	54,597	35,460	90	120	65,000	81,275
31-001-002-4150 MAINT. GROUNDS			-	-	500	500

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
31-001-002-4160 MAINT. UTILITY SYSTEM	28,793	24,802	20,653	27,537	26,000	10,700
31-001-002-4180 SLUDGE HAUL	10,734	5,030	10,836	14,448	12,355	12,355
31-001-002-4210 INSURANCE/RISK MANAGEMENT	51,344	49,065	52,267	69,689	38,500	43,507
31-001-002-4230 COMMUNICATIONS SERVICES	2,496	2,549	2,201	2,935	4,000	4,000
31-001-002-4260 UTILITIES	150,159	118,498	100,137	133,516	155,000	155,000
31-001-002-4280 RENTAL SERVICES	663	396	290	387	500	500
31-001-002-4290 TRAVEL EXPENSES			-	-	100	100
31-001-002-4310 TRAINING		150	565	753	500	500
31-001-002-4320 POSTAGE	1,913	2,022	707	943	1,000	1,000
31-001-002-4340 PRINTING - ADVERTISING	1,375	1,109	-	-	2,000	4,500
31-001-002-4350 AUDIT			-	-	3,300	
31-001-002-4360 ENGINEERING SERVICES	28,107	61,179	24,291	32,388	30,000	25,000
31-001-002-4370 LEGAL SERVICES		103	-	-	-	
31-001-002-4380 OTHR PROF. SERVICES	40,625	17,202	29,062	38,749	25,000	20,400
31-001-002-4430 DUES	196	20	-	-	200	200
TOTAL CONTRACTUAL SERVICES	375,263	320,116	247,259	329,679	369,955	370,537
COMMODITIES						
31-001-003-4650 OFFICE SUPPLIES	399	412	257	343	350	350
31-001-003-4660 GASOLINE - OIL	3,200	9,313	2,007	2,676	5,500	5,500
31-001-003-4670 MAINTENANCE SUPPLIES	10,047	5,531	3,331	4,441	10,000	4,000
31-001-003-4680 OPERATING SUPPLIES	52,559	33,883	37,518	37,518	40,000	40,000
31-001-003-4690 UNIFORMS	613	613	431	575	600	525
31-001-003-4691 MSI LICENSE AGREEMENT		2,114	-	2,150	2,150	-
TOTAL COMMODITIES	66,818	51,866	43,544	47,703	58,600	50,375
DEBT SERVICE						
31-001-004-4790 TRANS DEBT SERV FND-2006 AGO	75,000	10,650	55,863	74,484	70,564	2,000
31-001-004-4791 TRANS SWR CONST.		75,000	-	-		(10,000)
31-001-004-4792 IEPA INTEREST	-	-	64,377	64,377	64,377	59,133
31-001-004-4793 IEPA PRINCIPAL	-	-	194,723	194,723	194,723	199,967

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
31-001-004-4794 DEBT SERV 2012 AGO			-	-	26,851	
31-001-004-4810 IEPA ANNUAL PERMIT		17,500	17,500	17,500	17,500	17,500
31-001-004-4820 MISC EXPENSE		527		-		
31-001-006-5000 CITIZENS BANK TRK DBT PMT				-		
31-001-006-5100 CITIZENS BANK SWR JTR PMT	2,027	-		-		
TOTAL DEBT SERVICE	77,027	103,677	332,463	351,084	374,015	268,600
OTHER EXPENSES						
TRANSFER TO CAPITAL PROJECTS				-	216,700	
31-000-100-3500 OPERATING TRANSFERS IN	(536,564)			-		
31-001-004-4770 TRANSFER TO GENERAL - ADMIN EXP			9,576	12,768	12,769	12,750
TOTAL OTHER EXPENSES	(536,564)	-	9,576	12,768	229,469	12,750
CAPITAL OUTLAY						
31-001-005-4500 DEPRECIATION	906,894	898,443		-	898,443	
31-001-005-4940 EQUIPMENT	881	1,122		-	1,122	
TOTAL CAPITAL OUTLAY	907,775	899,565	-	-	899,565	-
TOTAL SEWER	1,027,363	1,526,135	732,341	873,899	1,878,454	833,732
REVENUES VERSUS EXPENSES	(261,594)	(665,105)	(110,251)	(44,445)	(1,051,416)	5,022

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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CAPITAL PROJECTS (33) - DEBT SERVICE

REVENUES						
33-000-002-3800	PREMIUM ON BONDS ISSUED		13,143			
33-000-100-3520	PROCEEDS OF BOND REFUNDING		1,067,682			
33-000-100-3530	TRANSFER FROM SEWER FUND	75,000	75,000	52,923	70,564	2,000
33-000-100-3531	TRANSFER FROM WATER FUND					108,627
33-000-100-3540	TRANSFER FROM TRANSP. FUND	45,000	45,000	31,754	42,338	24,000
33-000-100-3550	TRANSFER FROM UT STREET BGT	21,521	19,528	21,170	28,226	90,000
33-000-100-3551	TRANSFER FROM PUBLIC USE					70,000
33-000-100-3730	INTEREST	131	31	14	19	
TOTAL REVENUES		141,652	1,220,384	105,861	141,147	294,627

EXPENSES						
CONTRACTUAL SERVICES						
33-001-006-4350	AUDIT					
33-001-006-4440	FISCAL AGENT FEES					
33-001-006-4750	WIDMAYER ROAD RESURFACING					
33-001-006-4751	STATE STREET IMPROVEMENTS					
TOTAL CONTRACTUAL SERVICES		-	-	-	-	-

OTHER						
33-000-500-4950	PAYMENT TO ESCROW AGENT		1,046,041			
33-005-004-4910	INTEREST - SEWER FUND	36,063	30,673	15,311	34,230	21,960
33-005-004-4915	PRINCIPAL & INTEREST - WATER FUND					108,627
33-005-004-4920	INTEREST - TRANSPORTATION FUND	17,917	18,394	8,986	17,007	13,568
33-005-004-4930	INTEREST - UT STREET FUND	8,735	10,461	5,808	8,291	4,050
33-005-004-4999	BOND ISSURANCE COSTS		33,986			
33-005-005-4910	PRINCIPAL - SEWER FUND	38,775	40,000	64,573	41,360	56,700
33-005-005-4920	PRINCIPAL - TRANSPORTATION FUND	22,275	24,000	37,095	23,760	3,500
33-005-005-4930	PRINCIPAL - STREET FUND/UT	13,950	16,000	23,231	14,880	85,950

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
TOTAL OTHER	137,715	1,219,555	155,004	139,528	139,528	294,355
TOTAL EXPENSES	137,715	1,219,555	155,004	139,528	139,528	294,355
REVENUES VERSUS EXPENSES	3,937	829	(49,143)	1,619	1,600	272

WATER CONSTRUCTION FUND (34)

REVENUES						
34-000-001-3540	CONNECTION/TAP ON		1,500	-	-	-
34-000-001-3541	CONNECTION/TAP - CROWN			-	-	-
34-000-001-3550	WATER SUPPLY/STORAGE			-	-	-
34-000-001-3730	INTEREST-CONNECTION/STORAGE	15	11	-	-	-
34-000-001-3910	TRAN FROM WATER FUND			-	-	-
TOTAL REVENUES		15	1,511	-	-	-
EXPENSES						
CONTRACTUAL SERVICES						
34-001-002-4360	ENGINEERING SERVICES			-	-	-
TOTAL CONTRACTUAL SERVICES		-	-	-	-	-
OTHER						
34-000-005-4790	MISCELLANEOUS EXPENSE			-	-	-
34-000-005-4910	SCADA			-	-	-
34-001-006-5500	SSA #16 BOND INDENTURE			-	-	-
TOTAL OTHER EXPENSES		-	-	-	-	-
TOTAL EXPENSES		-	-	-	-	-
REVENUES VERSUS EXPENSES		15	1,511	-	-	-

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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ARRA SANITARY & STORM SEWER IMPROVEMENTS FUNDS (35)

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
REVENUES						
35-000-100-3750 ARRA LOAN PROCEEDS	51,564		-			-
35-000-001-3730 INTEREST INCOME	10	10	-			-
TOTAL REVENUES	51,574	10	-	-	-	-
EXPENDITURES						
CONTRACTUAL SERVICES						
35-001-002-4360 ENGINEERING SERVICES		-	-			-
35-001-002-4370 LEGAL			-			-
35-001-006-4000 OPERATING TRANSFER OUT	536,564		-			-
TOTAL CONTRACTUAL SERVICES	536,564	-	-	-	-	-
CAPITAL PROJECTS						
35-003-006-4300 CAPITAL OUTLAY	-	-	-	-	59,736	-
TOTAL CAPITAL PROJECTS	-	-	-	-	59,736	-
OTHER						
35-000-001-3500 OPERATING TRANSFER		51,431				
TOTAL OTHER EXPENSES	-	51,431	-	-	-	-
TOTAL EXPENDITURES	536,564	51,431	-	-	59,736	-
REVENUES VERSUS EXPENSES	(484,990)	(51,421)	-	-	(59,736)	-

SEWER CONSTRUCTION FUND (40)

REVENUES

40-000-001-3540	CONNECTION/TAP-ON
40-000-001-3541	CONNECTION/TAP-ON CROWN
40-000-001-3730	INTEREST
40-000-001-3905	GRANT #08203512
40-000-001-3910	TRAN FROM SWR FUND 4,000 MO
40-000-001-3921	WASTEWATER TREATMENT/IMPACT
TOTAL REVENUES	

EXPENSES

CONTRACTUAL SERVICES

40-001-002-4340	PRINTING
40-001-002-4360	ENGINEERING SERVICES
TOTAL CONTRACTUAL	

CAPITAL

40-001-005-4910	SCADA
40-001-005-4915	SEWER CONSTRUCTION PROJECTS
TOTAL CAPITAL	

OTHER

40-001-006-5105	INTEREST
40-001-006-5200	TRANSFER TO SEWER FUND
40-001-006-5500	SSA#16 BOND INDENTURE
TOTAL OTHER	

TOTAL EXPENSES

REVENUES VERSUS EXPENSES

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
		5,000				
	1,249	165				
TOTAL REVENUES	1,249	5,165	-	-	-	-
TOTAL CONTRACTUAL	-	-	-	-	-	-
TOTAL CAPITAL	-	-	-	-	-	-
	72,191	67,158				
						10,000
TOTAL OTHER	72,191	67,158	-	-	-	10,000
TOTAL EXPENSES	72,191	67,158	-	-	-	10,000
REVENUES VERSUS EXPENSES	(70,942)	(61,993)	-	-	-	(10,000)

WWTP EXPANSION FUND (41)

REVENUES

41-000-100-3540 HAMP CREEK INTERCEPTOR PASQ
 41-000-100-3640 PASQUINELLI LAKEWOOD CROWN
 41-000-100-3730 INTEREST
TOTAL REVENUES

EXPENDITURES

41-002-006-4360 ha0314/A-PHI
 41-003-006-4360 HARMONY ROAD PUMP STATION
TOTAL EXPENDITURES

REVENUES VERSUS EXPENSES

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
						-
						-
	3	3	1	1		-
TOTAL REVENUES	3	3	1	1	-	-
						-
						-
TOTAL EXPENDITURES	-	-	-	-	-	-
REVENUES VERSUS EXPENSES	3	3	1	1	-	-

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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HPI WATERWORKS IMPROVEMENTS (42)

REVENUES						
42-000-100-3540	HPI WATER WORKS IMP		-			-
42-000-100-3730	INTEREST	6	-			-
TOTAL REVENUES		6	-	-	-	-

EXPENSES						
42-001-006-4360	DESIGN ENGINEERING		-			-
42-001-006-4370	CONSTRUCTION ENGINEERING		-			-
42-001-006-4380	CONSTRUCTION ENGINEERING		-			-
42-002-006-4360	DESIGN ENGINEERING		-			-
42-002-006-4370	CONSTRUCTION ENGINEERING		-			-
42-003-006-4370	CONSTRUCTION ENGINEERING		-			-
TOTAL EXPENSES		-	-	-	-	-

REVENUES VERSUS EXPENSES	6	-	-	-	-	-
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SSA #14 BOND AND INTEREST FUND (43)

REVENUES							
43-000-100-3094	PROP TAX - SSA #14	846,357	925,201	673,041	673,041	677,403	752,659
43-102-300-3730	INTEREST						
43-102-300-3740	UNREALIZED GAIN/LOSS						
43-103-200-4880	BOND PROCEEDS						
43-104-300-3730	INTEREST	84	100	38	51		50
43-104-300-3740	UNREALIZED GAIN/LOSS						
43-104-300-3750	MISCELLANEOUS	2,577	10,222		-		-
43-105-300-3730	INTEREST						
TOTAL REVENUES		849,018	935,523	673,079	673,092	677,403	752,709

EXPENSES							
43-102-004-4780	TRANSFER TO IMPROVEMENT FUND						

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
43-104-004-4790 MISC DISBURSEMENT	14	10,609	11	11,500	11,500	
43-105-004-4790 ADMIN EXP FUND - MISC DISB	10,536	822,482	342,464	456,619	772,000	12,000
43-105-400-4350 AUDIT						
43-104-300-4500 DEBT SERVICE PAYMENT	801,456					740,000
TOTAL EXPENSES	812,006	833,091	342,475	468,119	783,500	752,000
REVENUES VERSUS EXPENSES	37,012	102,432	330,604	204,973	(106,097)	709

SSA #14 IMPROVEMENT FUND (44)

REVENUES						
44-107-200-4881 TRANSFER FROM CAPITALIZED INT	14	34	11	15		
44-107-300-3730 INTEREST	11	10	4	5		
TOTAL REVENUES	25	44	15	20	-	-
EXPENSES						
44-107-206-4486 FEES AND OTHER EXPENSES	-					
TOTAL EXPENSES	-	-	-	-	-	-
SURPLUS/DEFICIT	25	44	15	20	-	-

SSA #13 TUSCANY WOODS (45)

REVENUES						
45-102-300-3093 PROPERTY TAX - SSA #13	258,879	262,706	137,886	873,338	873,338	-
45-102-300-3730 INTEREST	45	48	16			
45-104-300-3740 UNREALIZED GAIN/LOSS						
TOTAL REVENUES	258,924	262,754	137,902	873,338	873,338	-

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
EXPENSES						
45-102-004-4780 TRANSFER TO IMPROVEMENT FUND						
45-102-004-4790 MISC DISBURSEMENT	5	5,268	4	871,500	871,500	-
45-105-400-4350 AUDIT	-			1,500	1,500	
45-102-300-4500	340,659	340,659				
TOTAL EXPENSES	340,664	345,927	4	873,000	873,000	-
REVENUES VERSUS EXPENSES	(81,740)	(83,173)	137,898	338	338	-
FUND BALANCE BEGINNING OF FISCAL YEAR	#REF!		-	(83,173)	-	338
FUND BALANCE END OF FISCAL YEAR		(83,173)	137,898	(82,835)	338	338
 SSA #13 IMPROVEMENT FUND (46)						
REVENUES						
46-107-300-3730 INTEREST	90	98	35			
TOTAL REVENUES	90	98	35	-	-	-
EXPENSES						
46-001-006-4440 MISC DISBURSEMENT		114,959	46,308			
TOTAL EXPENSES	-	114,959	46,308	-	-	-
REVENUES VERSUS EXPENSES	90	(114,861)	(46,273)	-	-	-

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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SSA #16, 17, 18, 19 BOND AND INTEREST FUND (47)

REVENUES						
47-102-300-3730	INTEREST SSA #16	2	2	1		
47-102-300-3731	INTEREST SSA #17					
47-102-300-3732	INTEREST SSA #18					
47-102-300-3733	INTEREST SSA #19	14	2	3		
47-103-200-4880	BOND PROCEEDS SSA #16					
47-103-200-4881	BOND PROCEEDS SSA #17					
47-103-200-4882	BOND PROCEEDS SSA #18					
47-103-200-4884	BOND PROCEEDS SSA #19					
47-104-300-3090	PROP TAXES SSA #16	80,402	80,794	15,649	84,113	85,795
47-104-300-3095	PROP TAXES SSA #17					
47-104-300-3098	PROP TAXES SSA #18					
47-104-300-3099	PROP TAXES SSA #19	42,063	42,063	42,063	42,062	42,903
TOTAL REVENUES		122,481	122,861	57,716	126,175	128,699

EXPENSES						
47-102-004-4780	TRANS TO IMP FUND SSA #16					
47-102-004-4781	TRANS TO IMP FUND SSA #17					
47-102-004-4782	TRANS TO IMP FUND SSA #18					
47-102-004-4783	TRANS TO IMP FUND SSA #19					
47-104-004-4790	MISC DISBURSEMENT SSA #16	70,403	70,794	2,000	84,113	85,795
47-104-004-4791	MISC DISBURSEMENT SSA #17					
47-104-004-4792	MISC DISBURSEMENT SSA #18					
47-104-004-4793	MISC DISBURSEMENT SSA #19	34,240	36,563		42,062	42,903
47-104-004-4999	MISC DISBURSEMENT					
47-105-400-4350	AUDIT SSA #16					
47-105-400-4351	AUDIT SSA #17					
47-105-400-4352	AUDIT SSA #18					
47-105-400-4353	AUDIT SSA #19					

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
TOTAL EXPENSES	104,643	107,357	2,000	126,175	126,175	128,699
REVENUES VERSUS EXPENSES	17,838	15,504	55,716	-	-	-
SSA #16, 17, 18, 19 IMPROVEMENT FUND (48)						
REVENUES						
48-107-300-3730 INTEREST SSA #16						
48-107-300-3731 INTEREST SSA #17						
48-107-300-3732 INTEREST SSA #18						
48-107-300-3733 INTEREST SSA #19	21	16	4			
TOTAL REVENUES	21	16	4	-	-	-
EXPENSES						
48-107-206-4486 FEES AND OTHER EXP SSA #16						
48-107-206-4487 FEES AND OTHER EXP SSA #17						
48-107-206-4488 FEES AND OTHER EXP SSA #18						
48-107-206-4489 FEES AND OTHER EXP SSA #19		68,035				
TOTAL EXPENSES	-	68,035	-	-	-	-
REVENUES VERSUS EXPENSES	21	(68,019)	4	-	-	-
FUND BALANCE BEGINNING OF FISCAL YEAR		83,000	-	14,981	83,000	83,000
FUND BALANCE END OF FISCAL YEAR	83,000	14,981	4	14,981	83,000	83,000
SSA #2,3,6,7,8,10, 15 (52)						
REVENUES						
52-000-100-3010 PROP TAX SSA #2	999	1,498	1,499	1,499	1,470	1,470
52-000-100-3011 PROP TAX SSA #10	2,499	1,500	1,499	1,499	1,470	1,470
52-000-100-3030 PROP TAX SSA #3	250	299	300	300	294	294
52-000-100-3060 PROP TAX SSA #6	9,987	10,495	10,479	10,479	10,290	10,290
52-000-100-3070 PROP TAX SSA #7	2,500	1,494	1,500	1,500	1,470	1,470

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
52-000-100-3080 PROP TAX SSA #8	1,000	1,100	1,033	1,033	1,078	1,078
52-000-100-3090 PROP TAX SSA #9						
52-000-100-3091 PROP TAX SSA #11	11,978	14,947	14,957	14,957	14,700	12,250
52-000-100-3092 PROP TAX SSA #12	4,996	6,036	5,995	5,995	5,880	5,390
52-000-100-3094 PROP TAX SSA #15	4,780	6,687	999	999	980	980
52-000-100-3093 PROP TAX SSA #23	9,892		6,728	6,728	6,860	4,900
52-000-100-3730 INTEREST		1,003		-	-	-
TOTAL REVENUES	48,881	45,059	44,989	44,989	44,492	39,592
EXPENSES						
PERSONAL SERVICES						
52-001-001-4001 SALARIES PART TIME		9,405	11,095	11,095	-	13,365
52-001-001-4010 EMPLOYER SS		583	686	686	-	829
52-001-001-4020 EMPLOYER - MEDICARE		136	160	160	-	194
01-001-001-4050 UNEMPLOYMENT COMP.		-	-	-	-	167
TOTAL PERSONAL SERVICES	-	10,124	11,941	11,941	-	14,388
OTHER						
52-001-002-4920 SSA #2	2,140	1,452	723	723	1,123	1,059
52-001-002-4921 SSA #10	1,554	1,218	552	552	1,123	880
52-001-002-4923 SSA #3	319	286	150	150	225	458
52-001-002-4926 SSA #6	11,383	7,939	3,240	3,240	7,863	3,702
52-001-002-4927 SSA #7	730	1,035	426	426	1,123	747
52-001-002-4928 SSA #8	1,178	930	433	433	824	755
52-001-002-4929 SSA #9			-			-
52-001-002-4931 SSA #11	16,577	9,851	3,768	3,768	11,233	4,256
52-001-002-4932 SSA #12	5,608	4,577	2,345	2,345	4,493	2,762
52-001-002-4934 SSA #15	55	354	-	-	749	
52-001-002-4933 SSA #23	8	2,476	-	3,960	5,242	4,458
52-001-002-4999 SSA EXPENSES		3,593	3,751	3,751		4,426
TOTAL OTHER	39,552	33,711	15,388	19,348	33,998	23,503

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
TOTAL EXPENSES	39,552	43,835	27,329	31,289	33,998	37,891
REVENUES VERSUS EXPENSES	9,329	1,224	17,660	13,700	10,494	1,701
SSA #5 BOND FUND (55)						
REVENUES						
55-000-100-3040 SALES TAX - TRANSFER 13K/MO	142,750	92,972				-
55-000-100-3730 INTEREST - SSA #5	95	67				-
TOTAL REVENUES	142,845	93,039	-	-	-	-
EXPENSES						
55-001-006-4440 FISCAL AGENT FEES	3,495	609				-
55-001-006-4750 BOND INT - 2005 AMALGAMATED BANK	9,125	3,112				-
55-001-006-4870 PRINCIPAL - AMALG. BANK	145,000	150,000				-
55-001-006-4875 2004 OLD SECOND INTEREST						-
TOTAL EXPENSES	157,620	153,721	-	-	-	-
REVENUES VERSUS EXPENSES	(14,775)	(60,682)	-	-	-	-
FUND BALANCE BEGINNING OF FISCAL YEAR						
FUND BALANCE END OF FISCAL YEAR						
SCHOOL IMPACT FEES FUND (60)						
REVENUES						
60-000-100-3730 INTEREST	-	-	57	76	100	50
60-000-100-3800 IMPACT FEES - DIST. 300	-	-	5,063	5,063		5,063
60-000-100-3828 IMPACT FEES - DIST. 158	-	-	36,164	48,219		48,219
60-000-100-3850 TRANSITION FEES - DIST 300	-	-	170,500	227,333	100,000	227,333
60-000-100-3855 TRANSITION FEES - DIST 158	-	-	27,500	36,667		36,667
TOTAL REVENUES	-	-	239,284	317,358	100,100	317,332

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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EXPENSES						
60-001-004-4780	SCHOOL IMPACT - DIST 300	-	-	-	52,400	-
60-001-004-4785	SCHOOL IMPACT - DIST 158	-	-	16	-	-
60-001-004-4800	SCHOOL TRANS FEE - DIST 300	-	-	170,500	227,333	227,333
60-001-004-4850	SCHOOL TRANS FEE - DIST 158	-	-	27,500	36,667	36,667
TOTAL EXPENSES		-	-	198,016	316,400	264,000

REVENUES VERSUS EXPENSES	-	-	41,268	958	100	53,332
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LIBRARY IMPACT FEES (61)

REVENUES						
61-000-100-3730	INTEREST	-	-	15	20	20
61-000-100-3800	LIBRARY IMPACT FEES - ELLA JOHNSON	-	-	9,900	13,200	13,200
61-000-100-3825	LIBRARY IMPACT FEES - HUNTLEY	-	-	1,350	1,800	1,800
61-000-100-3850	LIBRARY TRANS FEES - ELLA JOHNSON	-	-	5,355	7,140	7,140
61-000-100-3855	LIBRARY TRANS FEES - HUNTLEY	-	-	765	1,020	1,020
TOTAL REVENUES		-	-	17,385	23,180	23,180

EXPENSES						
61-001-004-4780	LIBRARY IMPACT - ELLA JOHNSON	-	-	-	-	60,000
61-001-004-4785	LIBRARY IMPACT - HUNTLEY	-	-	-	-	-
61-001-004-4800	LIBRARY TRANS - ELLA JOHNSON	-	-	5,355	7,140	7,140
61-001-004-4850	LIBRARY TRANS - HUNTLEY	-	-	765	1,020	1,020
TOTAL EXPENSES		-	-	6,120	8,160	62,500

REVENUES VERSUS EXPENSES	-	-	11,265	15,020	(55,000)	15,020
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	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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PARK IMPACT FEES (62)

REVENUES						
62-000-100-3730	INTEREST	-	-	87	116	115
62-000-100-3800	PARK IMPACT FEES	-	-	196,751	262,335	262,335
62-000-100-3850	PARK TRANSITION FEES	-	-	18,000	24,000	24,000
TOTAL REVENUES		-	-	214,838	286,451	286,450
EXPENSES						
62-001-004-4780	PARK IMPACT - 300	-	-		220,000	380,471
62-001-004-4800	PARK TRANS FEE - 300	-	-	18,000	10,000	24,000
	MEMORIAL PARK IMPROVEMENTS	-	-		900	20,000
TOTAL EXPENSES		-	-	18,000	230,900	424,471
REVENUES VERSUS EXPENSES		-	-	196,838	55,551	(138,021)

FIRE PROTECTION DISTRICT IMPACT FEES (63)

REVENUES						
63-000-100-3730	INTEREST	-	-	11	15	10
63-000-100-3800	FIRE IMPACT FEE - 300	-	-	12,000	16,000	16,000
63-000-100-3825	FIRE IMPACT FEE - 158	-	-	11,400	15,200	15,200
63-000-100-3850	FIRE TRANSITION FEE - 300	-	-	10,200	13,600	13,600
63-000-100-3855	FIRE TRANSITION FEE - 158	-	-	11,400	15,200	15,200
TOTAL REVENUES		-	-	45,011	60,015	60,010
EXPENSES						
63-001-004-4780	FIRE IMPACT - 300	-	-			
63-001-004-4785	FIRE IMPACT - 158	-	-			
63-001-004-4800	FIRE TRANS - 300	-	-	10,200	13,600	13,600
63-001-004-4850	FIRE TRANS - 158	-	-	11,400	15,200	15,200
TOTAL EXPENSES		-	-	21,600	28,800	28,800

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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REVENUES VERSUS EXPENSES

-	-	23,411	31,215	13,800	31,210
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TRANSPORTATION POLICY FUND (64)

REVENUE

64-000-100-3730	TRANSPORTATION - INTEREST	3	33	30	40	40	40
64-000-100-3800	TRANSPORTATION IMPACT FEE	7,263	112,886	122,700	163,600	75,000	163,600
64-000-100-3900	HAMPSHIRE WEST LLC						
64-000-100-4000	CROWN - AURORA VENTURE						
TOTAL REVENUE		7,266	112,919	122,730	163,640	75,040	163,640

EXPENSES

64-001-004-4360	DESIGN ENG - STATE AND ALLEN						
64-001-004-4361	DESIGN ENG - US 20 AND BIG TIMBER						
64-001-004-4362	DESIGN ENG - US 20 AND ALLEN RD INT						
	DESIGN ENG - BRIER HILL INTERCHANGE				-	300,000	
	DESIGN ENG - BRIER HILL RESURFACING						30,000
	DESIGN ENG - STATE AND RT 72						24,000
64-001-004-4800	MISC EXPENSE	35					
64-004-004-4910	TRANS TO DEBT P&I	45,000	45,000	38,217	58,449	58,449	70,000
TOTAL EXPENSES		45,035	45,000	38,217	58,449	358,449	124,000

REVENUES VERSUS EXPENSES

(37,769)	67,919	84,513	105,191	(283,409)	39,640
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FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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EARLY WARNING FUND (65)

REVENUES		FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
65-000-100-3730	EARLY WARNING - INTEREST	-	2				-
65-000-100-3800	EARLY WARNING - IMPACT FEE	-	-		500	500	-
65-000-100-3920	MISC INCOME	-					-
TOTAL REVENUES		-	2	-	500	500	-
EXPENSES		FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
65-001-004-4800	OTHER PROFESSIONAL SERVICES	-					-
TOTAL EXPENSES		-	-	-	-	-	-
REVENUES VERSUS EXPENSES		-	2	-	500	500	-

CEMETERY IMPACT FUND (66)

REVENUES		FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
66-000-100-3800	CEMETERY IMPACT FEE	-	-	240	180	1,600	200
TOTAL REVENUES		-	-	240	180	1,600	200
EXPENSES		FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
66-001-004-4800	OTHER PROFESSIONAL SERVICES	-					
TOTAL EXPENSES		-	-	-	-	-	-
REVENUES VERSUS EXPENSES		-	-	240	180	1,600	200

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
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CAPITAL IMPROVEMENTS/DEBT (70)

REVENUE		FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
70-000-000-3930	KEYES AVE - IDOT GRANT	-		56,597	56,597		-
70-000-000-3931	DIETRICH ROAD IDOT GRANT	15,039					-
70-000-000-3960	MISCELLANEOUS INCOME	35,787		100,000	100,000		-
70-000-100-3730	INTEREST INCOME						-
TOTAL REVENUE		50,826	-	156,597	156,597	-	-

EXPENSES		FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
70-003-006-4371	KEYES AVE RECONSTRUCTION	59,162	9,217	1,066	1,066		
70-003-006-4372	STATE STREET LAPP	975					
70-003-006-4373	DIETRICH ROAD LAPP	(138)					
70-003-006-4374	TUSCANY WOODS CAPITAL	72,203					45,000
70-003-006-4375	TUSCANY WOODS MAINTENANCE	52,814					
70-003-006-4376	ENGINEERING SERVICES	-	1,464				
70-003-006-4376	ROMKE ROAD INTERSECTION			398,066	399,066		
70-003-006-4677	ROWELL ROAD CONSTRUCTION	170,000					
70-003-007-4471	CROWN DEVELOPMENT PROJECTS						
70-003-008-4550	2011 INTERNATIONAL PLOW TRUCK						
TOTAL EXPENSES		355,016	10,681	399,132	400,132	-	45,000

REVENUES VERSUS EXPENSES	(304,190)	(10,681)	(242,535)	(243,535)	-	(45,000)
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INTERNAL INSURANCE SERVICE FUND (80)

REVENUES		FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
80-000-100-3010	DEPT INSURANCE CHARGES	4,045	22,792	12,258	16,344		-
TOTAL REVENUE		4,045	22,792	12,258	16,344	-	-

EXPENSES		FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
80-001-004-4300	GENERAL FUND CHARGE						

	FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
80-001-004-4301 WATER FUND CHARGE		12				
80-001-004-4302 SEWER FUND CHARGE						
TOTAL EXPENSES	-	12	-	-	-	-
REVENUES VERSUS EXPENSES	4,045	22,780	12,258	16,344	-	-
POLICE PENSION FUND (90)						
REVENUES						
90-000-600-3900 OFFICER CONTRIBUTIONS	-	72,728	52,951	81,725	-	79,483
90-000-600-3910 EMPLOYER CONTRIBUTIONS	-	121,222	94,566	126,075	126,075	208,000
90-000-600-3920 IMRF CONTRIBUTION	-	211,130		-	-	-
90-000-001-3730 INVESTMENT EARNINGS	-		51	68	10,000	75
TOTAL REVENUES	-	405,080	147,568	207,868	136,075	287,558
EXPENSES						
90-001-004-4000 PENSION PAYMENTS	-					
90-001-004-4100 DISABILITY PAYMENTS	-					
90-001-004-4200 DEATH BENEFIT PAYMENTS	-					
90-001-002-4365 CONTRACTUAL	-			3,500	3,500	6,000
90-001-002-4310 PROFESSIONAL DEVELOPMENT	-	750	1,800	1,800	4,500	3,000
90-001-004-4800 MISCELLANEOUS EXPENSE	-	1,091	25	25	1,000	1,025
90-001-002-4380 OTHER PROFESSIONAL SERVICES	-					
TOTAL EXPENSES	-	1,841	1,825	5,325	9,000	10,025
REVENUES VERSUS EXPENSES	-	403,239	145,743	202,543	127,075	277,533

REVENUES (ALL FUNDS)

PLANNED USE OF RESERVES

TOTAL REVENUES AND PLANNED USE OF RESERVES

EXPENSES (ALL FUNDS)

RESULT OF OPERATIONS

FY 2011/12 ACTUAL	FY 2012/13 ACTUAL	FY 2013/14 9 MO.	FY 2013/14 PROJECTED	FY 2013/14 BUDGET	PROPOSED FY 2014/15 BUDGET
6,940,782	8,862,380	-	8,662,275	9,048,136	8,158,910
<u>6,940,782</u>	<u>8,862,380</u>	<u>-</u>	<u>8,662,275</u>	<u>9,048,136</u>	<u>8,158,910</u>
8,757,024	9,659,685	5,803,418	9,034,446	11,297,359	8,284,227
<u>(1,816,242)</u>	<u>(797,305)</u>	<u>(5,803,418)</u>	<u>(372,171)</u>	<u>(2,249,223)</u>	<u>(125,316)</u>

LIST OF EXHIBITS

- AA Legal Description of Unit 1 Property
- BB Preliminary Plan
- CC Unit 1 Final Engineering Plans
- DD Landscape Plan
- EE Form of Amendment to Hampshire Creek Interceptor Sewer Recapture Agreement
- FF Form of Amendment for First Water Expansion Project Recapture Agreement
- GG Form of Deed for Conveyance of Detention/Retention Basins
- HH Impact Fees and Transition Fees Payable with respect to Subject Property
- II Connecting Sewer Main – Sewer Utility Exhibit
- JJ Streetlights, Street Signs, Mailboxes, Traffic Signs, and Fence Standards
- KK Bike Path and Sidewalk Exhibit
- LL Updated Punch List
- MM Schedule of Deposits for Temporary Occupancy
- NN Phase II Park Improvements
- OO Unit 1 Final Plat of Subdivision
- PP List of Unfinished Dwelling Units
- QQ Location of Unfinished Dwelling Units
- RR Impact Fees and Transition Fees Previously Paid

EXHIBIT A

Parcel 1

R-2 Zoned Parcel

The South Half of the Southwest Quarter of Section 23, except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, in Township 42 North, Range 6 East of the Third Principal Meridian;

The Southwest Quarter of the Southeast Quarter of Section 23, excepting the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and except that part lying North of said railroad, in Township 42 North, Range 6 East of the Third Principal Meridian;

The Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian;

The West Half of the Northeast Quarter, and the West Half of the Northeast Quarter of the Northeast Quarter, of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian;

The Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian;

Except therefrom the following described parcels:

That part of the Northwest Quarter and of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 2,047.72 feet to the Place of Beginning; thence North 00 degrees 12 minutes 09 seconds West 226.00 feet; thence South 89 degrees 47 minutes 51 seconds West 40.81 feet to a Point of Curvature; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 118.00 feet, having a chord bearing of North 45 degrees 12 minutes 09 seconds West, a distance of 185.35 feet to a Point of Tangency; thence North 00 degrees 12 minutes 09 seconds West 80.00 feet; thence North 89 degrees 47 minutes 51 seconds East 496.81 feet; thence North 00 degrees 12 minutes 09 seconds West 186.00 feet; thence North 89 degrees 47 minutes 51 seconds East 297.00 feet; thence South 00 degrees 12 minutes 09 seconds East 610.00 feet to the South line of said Northwest Quarter of Section 26; thence South 89 degrees 47 minutes 51 seconds West along the South line of said Northwest Quarter of Section 26 a distance of 635.00 feet to the Place of Beginning; said Parcel of land herein described contains 8.1023 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Also except that part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 344.65 feet; thence North 00 degrees 12 minutes 09



seconds West 50.00 feet to the Place of Beginning; thence North 00 degrees 12 minutes 09 seconds West 50.00 feet; thence North 46 degrees 54 minutes 37 seconds East 238.47 feet; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 123.00 feet, having a chord bearing of North 27 degrees 42 minutes 47 seconds West, a distance of 66.02 feet; thence South 77 degrees 39 minutes 50 seconds West 154.00 feet; thence North 07 degrees 30 minutes 53 seconds West 48.62 feet; thence North 00 degrees 12 minutes 09 seconds West 103.00 feet; thence North 07 degrees 44 minutes 10 seconds East 76.51 feet; thence North 31 degrees 22 minutes 45 seconds East 149.96 feet; thence North 62 degrees 47 minutes 20 seconds East 149.96 feet; thence North 84 degrees 08 minutes 44 seconds East 54.56 feet; thence North 89 degrees 47 minutes 51 seconds East 391.41 feet; thence South 00 degrees 12 minutes 09 seconds East 427.00 feet; thence North 89 degrees 47 minutes 51 seconds East 513.00 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 57.00 feet, having a chord bearing of North 85 degrees 21 minutes 22 seconds East, a distance of 8.84 feet; thence South 09 degrees 05 minutes 07 seconds East 96.00 feet; thence South 00 degrees 12 minutes 09 seconds East 144.84 feet; thence South 89 degrees 47 minutes 51 seconds West 1,192.88 feet to the Place of Beginning; said Parcel of land herein described contains 12.1667 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Also except that part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet; thence North 89 degrees 45 minutes 11 seconds East 246.72 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 64 degrees 00 minutes 14 seconds East, a distance of 233.69 feet to a Point of Tangency; thence North 38 degrees 15 minutes 18 seconds East 97.02 feet to the Place of Beginning; thence North 38 degrees 15 minutes 18 seconds East 212.46 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 590.00 feet, having a chord bearing of North 64 degrees 01 minute 35 seconds East, a distance of 530.76 feet to a Point of Tangency; thence North 89 degrees 47 minutes 51 seconds East 263.57 feet to a Point of Curvature; thence Southeasterly along the arc of a curve concave to the Southwest, having a radius of 390.00 feet, having a chord bearing of South 66 degrees 33 minutes 51 seconds East, a distance of 321.80 feet to a Point of Tangency; thence South 42 degrees 55 minutes 33 seconds East 152.80 feet; thence South 47 degrees 04 minutes 27 seconds West 120.00 feet to a Point of Curvature; thence Southwesterly along the arc of a curve concave to the Southeast, having a radius of 117.00 feet, having a chord bearing of South 26 degrees 08 minutes 00 seconds West, a distance of 85.52 feet; thence South 89 degrees 47 minutes 51 seconds West 66.52 feet; thence North 76 degrees 23 minutes 33 seconds West 82.28 feet to a Point of Curvature; thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 117.00 feet, having a chord bearing of North 83 degrees 17 minutes 51 seconds West, a distance of 28.20 feet to a Point of tangency; thence South 89 degrees 47 minutes 51 seconds West 354.15 feet to a Point of Curvature; thence Southwesterly along the arc of a curve concave to the Southeast, having a radius of 219.00 feet, having a chord bearing of South 64 degrees 01 minute 35 seconds West, a distance of 197.01 feet to a Point of Tangency; thence South 38 degrees 15 minutes 18 seconds West 208.44 feet; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 283.00 feet, having a chord bearing of North 56 degrees 34 minutes 44 seconds West, a distance of 47.75 feet to a Point of Tangency; thence North 51 degrees 44 minutes 42 seconds West 323.47 feet

to the Place of Beginning; said Parcel of land herein described contains 9.6392 acres, more or less, in the Village of Hampshire, Kane County, Illinois

Also except that part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet; thence North 89 degrees 45 minutes 11 seconds East 118.52 feet to the Place of Beginning; thence North 89 degrees 45 minutes 11 seconds East 128.20 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 64 degrees 00 minutes 14 seconds East, a distance of 233.69 feet to a Point of Tangency; thence North 38 degrees 15 minutes 18 seconds East 97.02 feet; thence South 51 degrees 44 minutes 42 seconds East 323.47 feet to a Point of Curvature; thence Southeasterly along the arc of a curve concave to the Northeast, having a radius of 283.00 feet, having a chord bearing of South 56 degrees 34 minutes 44 seconds East, a distance of 47.75 feet; thence North 38 degrees 15 minutes 18 seconds East 208.44 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 219.00 feet, having a chord bearing of North 64 degrees 01 minute 35 seconds East, a distance of 197.01 feet to a Point of Tangency; thence North 89 degrees 47 minutes 51 seconds East 335.98 feet; thence South 00 degrees 12 minutes 09 seconds East 1,216.90 feet; thence South 89 degrees 47 minutes 51 seconds West 444.00 feet; thence North 00 degrees 12 minutes 09 seconds West 427.00 feet; thence South 89 degrees 47 minutes 51 seconds West 391.41 feet; thence South 84 degrees 08 minutes 44 seconds West 54.56 feet; thence North 11 degrees 54 minutes 39 seconds East 155.32 feet; thence North 37 degrees 26 minutes 17 seconds East 126.01 feet; thence North 51 degrees 44 minutes 42 seconds West 251.35 feet; thence South 38 degrees 15 minutes 18 seconds West 112.00 feet; thence North 85 degrees 21 minutes 26 seconds West 61.24 feet; thence North 51 degrees 44 minutes 42 seconds West 174.39 feet; thence South 89 degrees 45 minutes 11 seconds West 80.71 feet; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 04 degrees 07 minutes 04 seconds East, a distance of 39.61 feet to a Point of Tangency; thence North 00 degrees 14 minutes 49 seconds West 129.18 feet to the Place of Beginning; said Parcel of land herein described contains 21.4073 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Also except that part of the Northwest Quarter and of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 2,642.72 feet; thence North 00 degrees 12 minutes 09 seconds West 1,397.00 feet to the Place of Beginning; thence South 89 degrees 47 minutes 51 seconds West 40.00 feet; thence North 00 degrees 12 minutes 09 seconds West 221.57 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 465.00 feet, having a chord bearing of North 44 degrees 47 minutes 51 seconds East, a distance of 730.42 feet to a Point of Tangency; thence North 89 degrees 47 minutes 32 seconds East 414.70 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 385.00 feet, having a chord bearing of North 85 degrees 12 minutes 14 seconds East, a distance of 50.64 feet to the centerline of an easement granted to ANR Pipeline Company as described in Document Number 90K 10272;

thence South 04 degrees 05 minutes 00 seconds West along said centerline 693.35 feet; thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 510.00 feet, having a chord bearing of North 88 degrees 38 minutes 55 seconds West, a distance of 27.66 feet to a Point of Tangency; thence South 89 degrees 47 minutes 51 seconds West 810.68 feet to the Place of Beginning; said Parcel of land herein described contains 13.1870 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Parcel 2

R-3 Zoned Parcel

That part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet; thence North 89 degrees 45 minutes 11 seconds East 118.52 feet to the Place of Beginning; thence North 89 degrees 45 minutes 11 seconds East 128.20 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 64 degrees 00 minutes 14 seconds East, a distance of 233.69 feet to a Point of Tangency; thence North 38 degrees 15 minutes 18 seconds East 97.02 feet; thence South 51 degrees 44 minutes 42 seconds East 323.47 feet to a Point of Curvature; thence Southeasterly along the arc of a curve concave to the Northeast, having a radius of 283.00 feet, having a chord bearing of South 56 degrees 34 minutes 44 seconds East, a distance of 47.75 feet; thence North 38 degrees 15 minutes 18 seconds East 208.44 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 219.00 feet, having a chord bearing of North 64 degrees 01 minute 35 seconds East, a distance of 197.01 feet to a Point of Tangency; thence North 89 degrees 47 minutes 51 seconds East 335.98 feet; thence South 00 degrees 12 minutes 09 seconds East 1,216.90 feet; thence South 89 degrees 47 minutes 51 seconds West 444.00 feet; thence North 00 degrees 12 minutes 09 seconds West 427.00 feet; thence South 89 degrees 47 minutes 51 seconds West 391.41 feet; thence South 84 degrees 08 minutes 44 seconds West 54.56 feet; thence North 11 degrees 54 minutes 39 seconds East 155.32 feet; thence North 37 degrees 26 minutes 17 seconds East 126.01 feet; thence North 51 degrees 44 minutes 42 seconds West 251.35 feet; thence South 38 degrees 15 minutes 18 seconds West 112.00 feet; thence North 85 degrees 21 minutes 26 seconds West 61.24 feet; thence North 51 degrees 44 minutes 42 seconds West 174.39 feet; thence South 89 degrees 45 minutes 11 seconds West 80.71 feet; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 04 degrees 07 minutes 04 seconds East, a distance of 39.61 feet to a Point of Tangency; thence North 00 degrees 14 minutes 49 seconds West 129.18 feet to the Place of Beginning; said Parcel of land herein described contains 21.4073 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

That part of the Northwest Quarter and of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 2,642.72 feet; thence North 00 degrees 12 minutes 09 seconds West 1,397.00 feet to the Place of Beginning; thence South 89 degrees 47 minutes 51 seconds West 40.00 feet; thence North 00 degrees 12 minutes 09 seconds West 221.57 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 465.00 feet, having a chord bearing of North 44 degrees 47 minutes 51 seconds East, a distance of 730.42 feet to a Point of Tangency; thence North 89 degrees 47 minutes 32 seconds East 414.70 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 385.00 feet, having a chord bearing of North 85 degrees 12 minutes 14 seconds East, a distance of 50.64 feet to the centerline of an

easement granted to ANR Pipeline Company as described in Document Number 90K 10272; thence South 04 degrees 05 minutes 00 seconds West along said centerline 693.35 feet; thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 510.00 feet, having a chord bearing of North 88 degrees 38 minutes 55 seconds West, a distance of 27.66 feet to a Point of Tangency; thence South 89 degrees 47 minutes 51 seconds West 810.68 feet to the Place of Beginning; said Parcel of land herein described contains 13.1870 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Parcel 3

R-4 Zoned Parcel

That part of the Northwest Quarter and of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 2,047.72 feet to the Place of Beginning; thence North 00 degrees 12 minutes 09 seconds West 226.00 feet; thence South 89 degrees 47 minutes 51 seconds West 40.81 feet to a Point of Curvature; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 118.00 feet, having a chord bearing of North 45 degrees 12 minutes 09 seconds West, a distance of 185.35 feet to a Point of Tangency; thence North 00 degrees 12 minutes 09 seconds West 80.00 feet; thence North 89 degrees 47 minutes 51 seconds East 496.81 feet; thence North 00 degrees 12 minutes 09 seconds West 186.00 feet; thence North 89 degrees 47 minutes 51 seconds East 297.00 feet; thence South 00 degrees 12 minutes 09 seconds East 610.00 feet to the South line of said Northwest Quarter of Section 26; thence South 89 degrees 47 minutes 51 seconds West along the South line of said Northwest Quarter of Section 26 a distance of 635.00 feet to the Place of Beginning; said Parcel of land herein described contains 8.1023 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

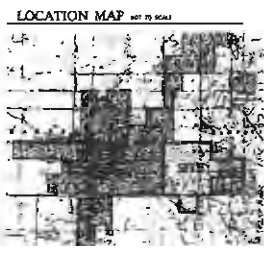
That part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 344.65 feet; thence North 00 degrees 12 minutes 09 seconds West 50.00 feet to the Place of Beginning; thence North 00 degrees 12 minutes 09 seconds West 50.00 feet; thence North 46 degrees 54 minutes 37 seconds East 238.47 feet; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 123.00 feet, having a chord bearing of North 27 degrees 42 minutes 47 seconds West, a distance of 66.02 feet; thence South 77 degrees 39 minutes 50 seconds West 154.00 feet; thence North 07 degrees 30 minutes 53 seconds West 48.62 feet; thence North 00 degrees 12 minutes 09 seconds West 103.00 feet; thence North 07 degrees 44 minutes 10 seconds East 76.51 feet; thence North 31 degrees 22 minutes 45 seconds East 149.96 feet; thence North 62 degrees 47 minutes 20 seconds East 149.96 feet; thence North 84 degrees 08 minutes 44 seconds East 54.56 feet; thence North 89 degrees 47 minutes 51 seconds East 391.41 feet; thence South 00 degrees 12 minutes 09 seconds East 427.00 feet; thence North 89 degrees 47 minutes 51 seconds East 513.00 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 57.00 feet, having a chord bearing of North 85 degrees 21 minutes 22 seconds East, a distance of 8.84 feet; thence South 09 degrees 05 minutes 07 seconds East 96.00 feet; thence South 00 degrees 12 minutes 09 seconds East 144.84 feet; thence South 89 degrees 47 minutes 51 seconds West 1,192.88 feet to the Place of Beginning; said Parcel of land herein described contains 12.1667 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

That part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet; thence North 89 degrees 45 minutes 11 seconds East 246.72 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 64 degrees 00 minutes 14 seconds East, a distance of 233.69 feet to a Point of Tangency; thence North 38 degrees 15 minutes 18 seconds East 97.02 feet to the Place of Beginning; thence North 38 degrees 15 minutes 18 seconds East 212.46 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 590.00 feet, having a chord bearing of North 64 degrees 01 minute 35 seconds East, a distance of 530.76 feet to a Point of Tangency; thence North 89 degrees 47 minutes 51 seconds East 263.57 feet to a Point of Curvature; thence Southeasterly along the arc of a curve concave to the Southwest, having a radius of 390.00 feet, having a chord bearing of South 66 degrees 33 minutes 51 seconds East, a distance of 321.80 feet to a Point of Tangency; thence South 42 degrees 55 minutes 33 seconds East 152.80 feet; thence South 47 degrees 04 minutes 27 seconds West 120.00 feet to a Point of Curvature; thence Southwesterly along the arc of a curve concave to the Southeast, having a radius of 117.00 feet, having a chord bearing of South 26 degrees 08 minutes 00 seconds West, a distance of 85.52 feet; thence South 89 degrees 47 minutes 51 seconds West 66.52 feet; thence North 76 degrees 23 minutes 33 seconds West 82.28 feet to a Point of Curvature; thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 117.00 feet, having a chord bearing of North 83 degrees 17 minutes 51 seconds West, a distance of 28.20 feet to a Point of tangency; thence South 89 degrees 47 minutes 51 seconds West 354.15 feet to a Point of Curvature; thence Southwesterly along the arc of a curve concave to the Southeast, having a radius of 219.00 feet, having a chord bearing of South 64 degrees 01 minute 35 seconds West, a distance of 197.01 feet to a Point of Tangency; thence South 38 degrees 15 minutes 18 seconds West 208.44 feet; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 283.00 feet, having a chord bearing of North 56 degrees 34 minutes 44 seconds West, a distance of 47.75 feet to a Point of Tangency; thence North 51 degrees 44 minutes 42 seconds West 323.47 feet to the Place of Beginning; said Parcel of land herein described contains 9.6392 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

urb/pasquinelli/hampshire/ExhibitA-Lcgal-R2-R3-R4



LEGAL DESCRIPTION

The South 1/2 of the Southwest 1/4 of Section 22 (Except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company); also, the Southwest 1/4 of the Northwest 1/4 of Section 23 (Excepting the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and except that part lying north of said Railroad); also, the Northwest 1/4 of Section 26; also, the West 1/2 of the West 1/4, and the West 1/2 of the Northeast 1/4 of the southwest 1/4 of Section 28; also, the Northeast 1/4 of the Southwest 1/4 of Section 28, all in Township 42 North, Range 8 East of the Third Principal Meridian in the Village of Hampshire, Kane County, Illinois.

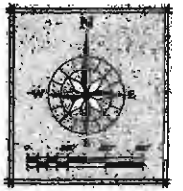
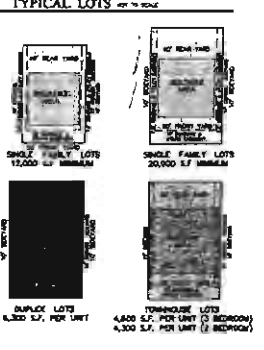
SITE DATA

TOTAL SITE AREA: 486 ACRES
 GROSS SITE DEPTH: 1.56 MILE/ACRE
 TOTAL OPEN SPACE: 111.9 ACRES

LAND USE DISTRIBUTION

LOT TYPE	NO. OF LOTS	TOTAL LAND ACRES	% OF TOTAL ACRES
SINGLE FAMILY	21	459	94.5%
DUPLICATE	1	1	0.2%
PUBLIC PARK SPACE	1	1	0.2%
PRIVATE PARK SPACE	1	1	0.2%
PUBLIC OPEN SPACE	1	1	0.2%
WATER RETENTION BASIN	1	1	0.2%
WATER TREATMENT BASIN	1	1	0.2%
TOTAL	27	486	100%

- LAND USE LEGEND**
- SINGLE FAMILY WITH SWIMMING POOL
 - SINGLE FAMILY
 - DUPLICATE
 - PUBLIC PARK SPACE
 - PRIVATE PARK SPACE
 - PUBLIC OPEN SPACE
 - WATER RETENTION BASIN
 - WATER TREATMENT BASIN



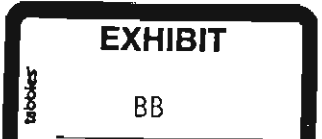
DEVELOPMENT PLAN
TUSCANY WOODS · PRELIMINARY PLAT · EXHIBIT "B"
 VILLAGE OF HAMPSHIRE

DEVELOPER: HFL HAMPSHIRE, L.L.C. 255 PLAINFIELD ROAD, SUITE 2 WILSONVILLE, IL 60177

ENGINEER: CHRISTOPHER B. DUNN ENGINEERING, P.C. 114 WEST MAIN STREET, SUITE 301 ST. CHARLES, IL 60175-1854

LAND PLANNER: LAND TRUST, INC. 114 WEST MAIN STREET, SUITE 301 ST. CHARLES, IL 60175

SHEET 1 OF 1



COWHEY GUDMUNDSON LEDER, LTD.
CONSULTING ENGINEERS
LIMITED LIABILITY CORPORATION
1500 W. 15TH AVENUE, SUITE 100
DENVER, COLORADO 80202
PHONE: (303) 733-1100
FAX: (303) 733-1101
WWW.COWHEYGUDMUNDSONLEDER.COM

LEGEND

Symbol	Description
○	SAVING MARK
□	STORM MANHOLE
●	CATCH BASIN
○	INLET
○	REGCAST FLARED DNO SECTION
○	CONCRETE MANHOLE
○	VALVE VAULT
○	VALVE BOX
○	FIRE HYDRANT
○	BUFFALO BOX
○	GLYCOLISE
○	CONCRETE WATERMARK
○	UNDER SEWER
○	SAVING SINK
○	STONE SINK
○	METAL SINK
○	SHOWER/TOILET SINK
○	STREET LIGHT
○	STREET LIGHT
○	4" CONCRETE ENCLOSURE
○	BY POSITION
○	CONCRETE
○	SPEC. ELEVATION
○	W. SINKS
○	FLOORPLAN
○	FLOORPLAN
○	HIGH WATER LEVEL (HWL)
○	NORMAL WATER LEVEL (NWL)
○	DIRECTION OF SURFACE FLOW
○	OVERFLOW RELIEF ROUTING
○	SLOPE BANK
○	PIPE WITH TRUNK SIZE
○	POWER POLE
○	STREET SIGN
○	DITCH OR SWALE
○	GAS MAIN WITH SIZE
○	TELEPHONE LANE
○	COMMONWEALTH SYSTEM LANE
○	CONCRETE SIDEWALK
○	CURB AND GUTTER
○	DEPRESSED LANE
○	ROADWAY SIGN (S) & (D) WITH
○	SOIL SIGN
○	TRUCK STOP
○	ENCLOSURE

ABBREVIATIONS

1	1" DIA. 20' SPACING
2	2" DIA. 20' SPACING
3	3" DIA. 20' SPACING
4	4" DIA. 20' SPACING
5	5" DIA. 20' SPACING
6	6" DIA. 20' SPACING
7	7" DIA. 20' SPACING
8	8" DIA. 20' SPACING
9	9" DIA. 20' SPACING
10	10" DIA. 20' SPACING
11	11" DIA. 20' SPACING
12	12" DIA. 20' SPACING
13	13" DIA. 20' SPACING
14	14" DIA. 20' SPACING
15	15" DIA. 20' SPACING
16	16" DIA. 20' SPACING
17	17" DIA. 20' SPACING
18	18" DIA. 20' SPACING
19	19" DIA. 20' SPACING
20	20" DIA. 20' SPACING
21	21" DIA. 20' SPACING
22	22" DIA. 20' SPACING
23	23" DIA. 20' SPACING
24	24" DIA. 20' SPACING
25	25" DIA. 20' SPACING
26	26" DIA. 20' SPACING
27	27" DIA. 20' SPACING
28	28" DIA. 20' SPACING
29	29" DIA. 20' SPACING
30	30" DIA. 20' SPACING
31	31" DIA. 20' SPACING
32	32" DIA. 20' SPACING
33	33" DIA. 20' SPACING
34	34" DIA. 20' SPACING
35	35" DIA. 20' SPACING
36	36" DIA. 20' SPACING
37	37" DIA. 20' SPACING
38	38" DIA. 20' SPACING
39	39" DIA. 20' SPACING
40	40" DIA. 20' SPACING
41	41" DIA. 20' SPACING
42	42" DIA. 20' SPACING
43	43" DIA. 20' SPACING
44	44" DIA. 20' SPACING
45	45" DIA. 20' SPACING
46	46" DIA. 20' SPACING
47	47" DIA. 20' SPACING
48	48" DIA. 20' SPACING
49	49" DIA. 20' SPACING
50	50" DIA. 20' SPACING
51	51" DIA. 20' SPACING
52	52" DIA. 20' SPACING
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COWHEY GUDMUNDSON LEDER, LTD.
CONSULTING ENGINEERS • LAND SURVEYORS • MUNICIPAL ENGINEERS

1500 W. 15TH AVENUE, SUITE 100
DENVER, COLORADO 80202
PHONE: (303) 733-1100
FAX: (303) 733-1101
WWW.COWHEYGUDMUNDSONLEDER.COM

ENGINEERING IMPROVEMENT PLANS FOR

TUSCANY WOODS FINAL PHASE I ENGINEERING

HAMPSHIRE, ILLINOIS

PLANS PREPARED FOR

HPI HAMPSHIRE, LLC
6860 N. FRONTAGE ROAD, SUITE 100
BURR RIDGE, ILLINOIS 60527
(630) 455-5400

PLANS PREPARED BY

COWHEY GUDMUNDSON LEDER, LTD.
ITASCA, ILLINOIS

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS AND BRIDGES.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR WATER SUPPLY AND SANITATION, AND THE ILLINOIS DEPARTMENT OF WATER CONTROL'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER SUPPLY AND SANITATION SYSTEMS.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR UTILITIES, AND THE ILLINOIS DEPARTMENT OF ENERGY AND NATURAL RESOURCES' STANDARD SPECIFICATIONS FOR CONSTRUCTION OF UTILITIES.

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR AIR POLLUTION CONTROL, AND THE ILLINOIS DEPARTMENT OF ENVIRONMENTAL QUALITY'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIR POLLUTION CONTROL SYSTEMS.

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR SOLID WASTE, AND THE ILLINOIS DEPARTMENT OF ENVIRONMENTAL QUALITY'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SOLID WASTE TREATMENT SYSTEMS.

6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR HAZARDOUS WASTE, AND THE ILLINOIS DEPARTMENT OF ENVIRONMENTAL QUALITY'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HAZARDOUS WASTE TREATMENT SYSTEMS.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR NUCLEAR ENERGY, AND THE ILLINOIS DEPARTMENT OF ENVIRONMENTAL QUALITY'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF NUCLEAR ENERGY TREATMENT SYSTEMS.

8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR RAILROADS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF RAILROADS.

9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR MARINE ENGINEERING, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF MARINE ENGINEERING SYSTEMS.

10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS ENGINEERING BOARD'S SPECIFICATIONS FOR AERONAUTICAL ENGINEERING, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AERONAUTICAL ENGINEERING SYSTEMS.

CONTACTS

OWNER: HPI HAMPSHIRE, LLC
6860 N. FRONTAGE ROAD, SUITE 100
BURR RIDGE, ILLINOIS 60527
(630) 455-5400

DESIGNER: COWHEY GUDMUNDSON LEDER, LTD.
1500 W. 15TH AVENUE, SUITE 100
DENVER, COLORADO 80202
(303) 733-1100

CONSULTANTS:

- 1. CIVIL ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 2. ELECTRICAL ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 3. MECHANICAL ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 4. SANITATION ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 5. WATER SUPPLY ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 6. UTILITIES ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 7. AIR POLLUTION CONTROL ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 8. SOLID WASTE ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 9. HAZARDOUS WASTE ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 10. NUCLEAR ENERGY ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 11. RAILROAD ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 12. MARINE ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.
- 13. AERONAUTICAL ENGINEERING: COWHEY GUDMUNDSON LEDER, LTD.

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BENCHMARKS

1. BENCHMARK 1: 1000.00 ± 0.00
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8. BENCHMARK 8: 1000.00 ± 0.00
9. BENCHMARK 9: 1000.00 ± 0.00
10. BENCHMARK 10: 1000.00 ± 0.00

LOCATION MAP



TUSCANY WOODS - PHASE I - COVER SHEET

PROJECT NO. 3324-00
SHEET 1 OF 74
DATE: 4/15/20
DRAWN BY: JLG
CHECKED BY: JLG

Call us with any questions.
1-800-892-0123

COVER SHEET

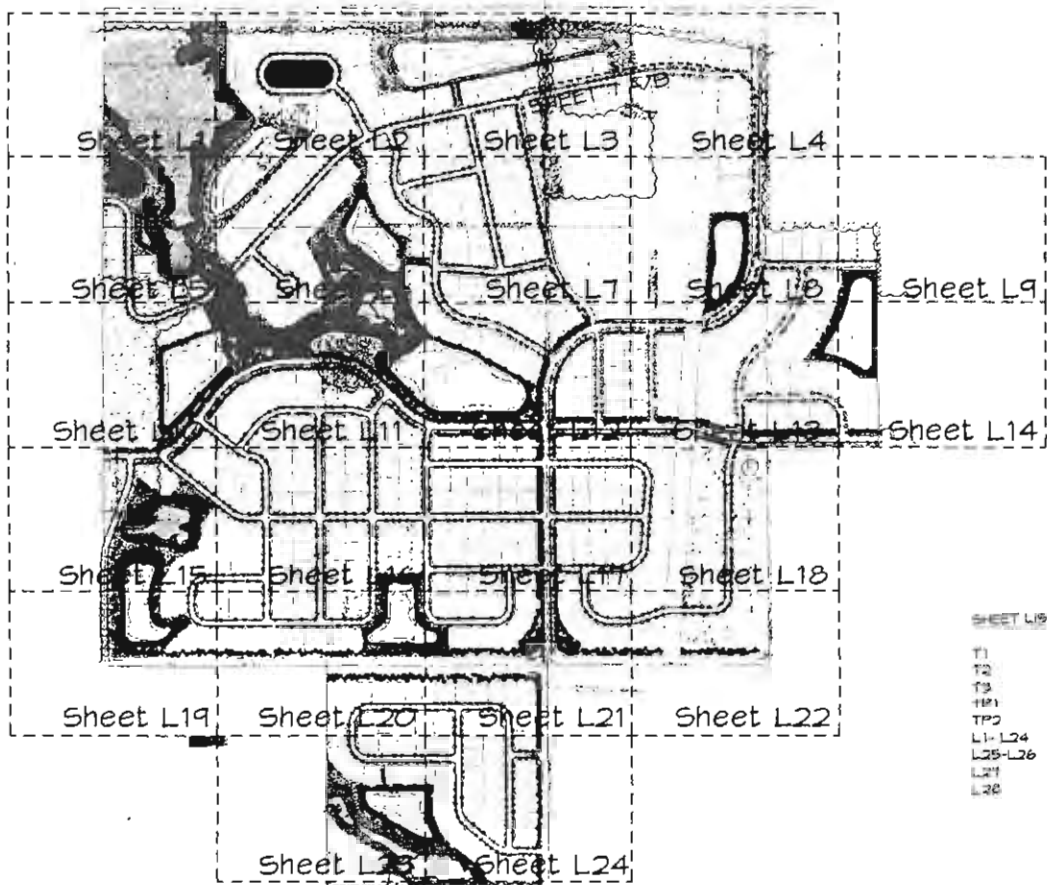
**TUSCANY WOODS - PHASE I
HAMPSHIRE, ILLINOIS**

REVISIONS

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SHEET LIST

T1	Overall Landscape Plan
T2	Overall Plan North
T3	Overall Plan South
TP1	Tree Preservation Plan North
TP2	Tree Preservation Plan South
L1- L24	Landscape Plan
L25-L26	Typical Foundation Planting MF
L27	Typical Buffer Planting
L28	Typical Foundation Planting SF

DATE	07/21/04
BY	
CHECKED	
SCALE	
PROJECT	
DESCRIPTION	

LANDWORKS LTD.
 LANDSCAPE ARCHITECTS AND CONTRACTORS
 141 N. Broadmead Dr. Suite 17 Phone: 630.750.4200
 Bannockburn, Illinois 60015 Fax: 630.676.1288

Tuscan Woods
 Hampshire, Illinois
 H.P. HAMPSHIRE LLC

DATE	07/21/04
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DESCRIPTION	
TITLE	T1

TUSCANY WOODS LANDSCAPE DEVELOPMENT OVERALL SITE PLAN

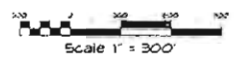
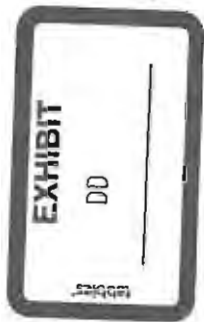
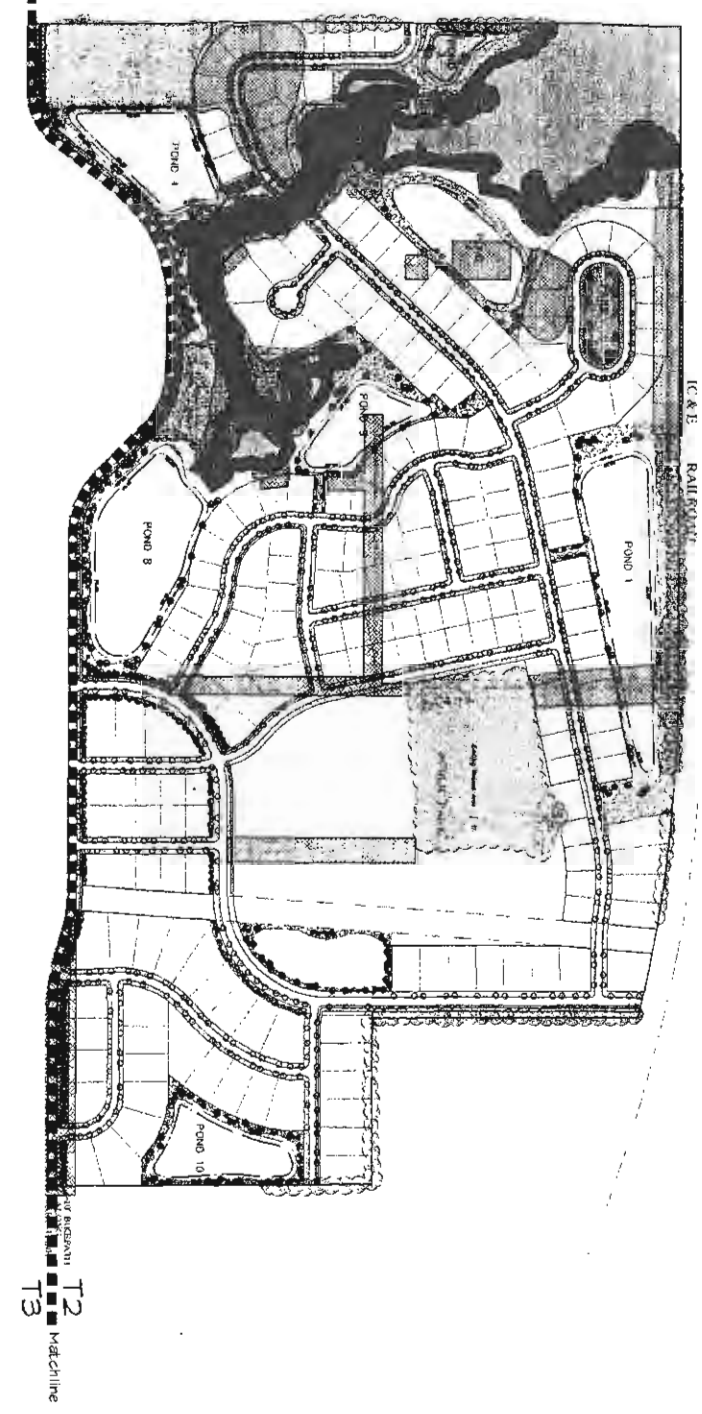


EXHIBIT K



T2
T3



- PLANT LEGEND:**
- Partway Shade Tree
 - ⊗ Part/ Specimen Shade Tree
 - Ornamental Tree
 - Evergreen Tree
 - Bath Steps Seed Mix
 - Scotch Linn Favorite Seed with Wildflowers Swc
 - Conventional Seed Lawn
 - Seeded / Mulch of the US
 - Disturbed Buffer

Partway Tree List - Part North

Tree #	Tree Name	Quantity	Planting Date	Planting Size
1	Partway Tree	1	2007	1 1/2" Cal
2	Partway Tree	1	2007	1 1/2" Cal
3	Partway Tree	1	2007	1 1/2" Cal
4	Partway Tree	1	2007	1 1/2" Cal
5	Partway Tree	1	2007	1 1/2" Cal
6	Partway Tree	1	2007	1 1/2" Cal
7	Partway Tree	1	2007	1 1/2" Cal
8	Partway Tree	1	2007	1 1/2" Cal
9	Partway Tree	1	2007	1 1/2" Cal
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11	Partway Tree	1	2007	1 1/2" Cal
12	Partway Tree	1	2007	1 1/2" Cal
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14	Partway Tree	1	2007	1 1/2" Cal
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16	Partway Tree	1	2007	1 1/2" Cal
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18	Partway Tree	1	2007	1 1/2" Cal
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49	Partway Tree	1	2007	1 1/2" Cal
50	Partway Tree	1	2007	1 1/2" Cal

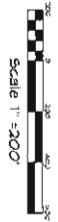


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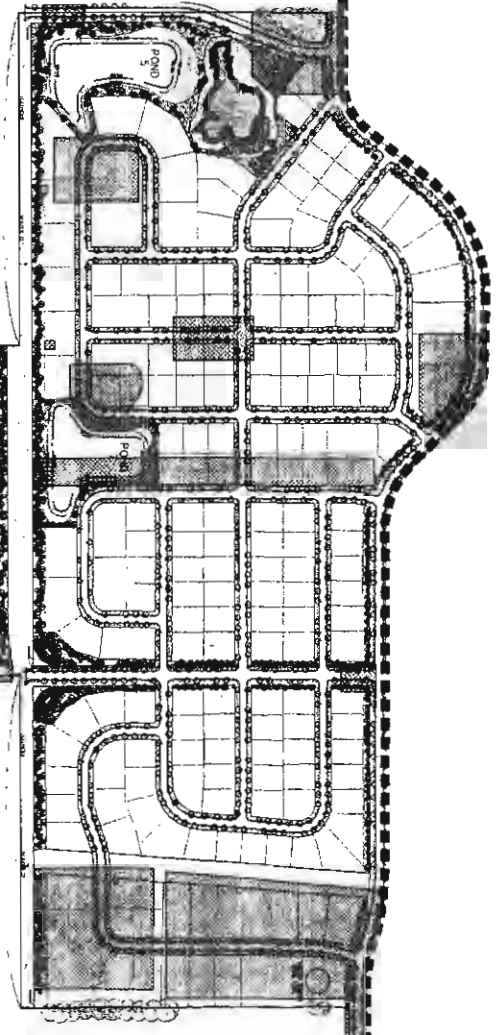
PREPARED BY
ORIGINAL PLAN NORTH

Tuscan Woods
Hampshire, Illinois
H.P.J. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Ridgelybrook Dr. Bldg 17 Phone 630 759 8200
Ridgelybrook, Illinois 60440 Fax 630 679 1388

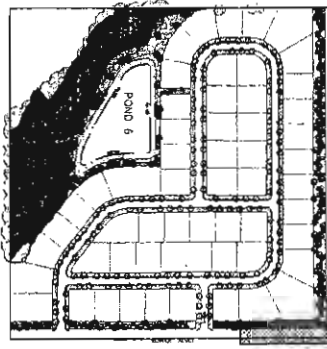
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Client	H.P.J. Hampshire LLC
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Matchline

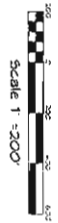


- PLANT LEGEND**
- Partway Shade Tree
 - ⊗ Full Specimen Shade Tree
 - Ornamental Tree
 - Evergreen Tree
 - ▭ Basin Slope Seed Tree
 - ▭ Scattered Like Fence Seed with Mulch/rock
 - ▭ Conventional Seed Lawn
 - ▭ Wetland / Waters of the U.S.
 - ▭ Wetland Buffer

NOTE:
All slopes depicted 4:1 or greater to be substituted with erosion control blanket.

Planting Tree List - Plant Station

Planting Station	Planting Station	Planting Station	Planting Station	Planting Station	Planting Station
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
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Scale 1" = 200'



EXHIBIT K

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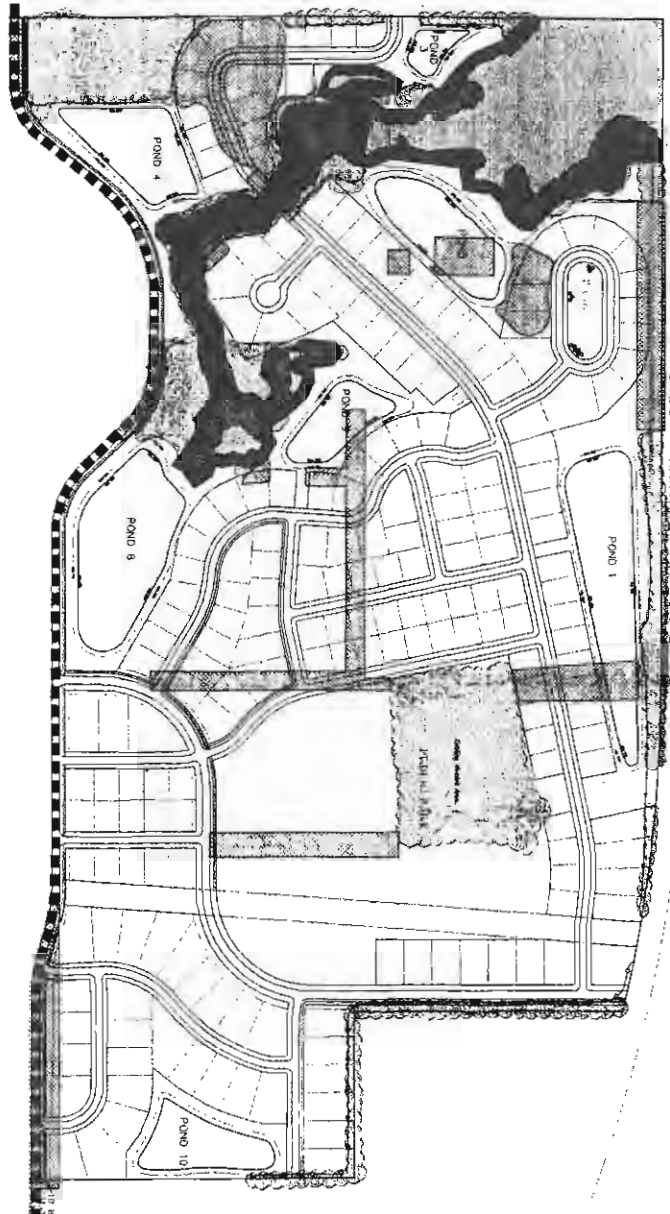
PREPARED BY
LANDWORKS LTD.
11/11/11

Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
761 N. Rollinsbrook Dr. Bldg. 17 Phone: 630 760 8200
Rollingbrook, Illinois 60460 Fax: 630 679 1299

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BY	T. J. [Signature]
PROJECT	TUSCANY WOODS
ADDRESS	[Address]
SCALE	1" = 200'
PROJECT NO.	[Project No.]
DATE	11/11/11
BY	T. J. [Signature]
PROJECT	TUSCANY WOODS
ADDRESS	[Address]
SCALE	1" = 200'
PROJECT NO.	[Project No.]

TP1
TP2



TP1
TP2
MISCELLANEOUS

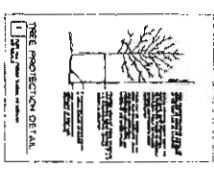
TREE PRESERVATION LEGEND

TREES TO REMAIN

TREES TO BE REMOVED

TREE PROTECTION FENCE

NOTE: GRASS OR REMOVE STUMPS TO A DEPTH OF NO LESS THAN 10" ON ALL TREES REMOVED



ADMITTED INTO THE SET AS A WORK COPY. THE USER OF THIS SET SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ORIGINAL SET. THIS DOCUMENT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED AS A SEPARATE SHEET.

TREE SURVEY DATA AND COLLECTED AND ANALYZED TO DETERMINE THE LOCATION AND CONDITION OF TREES TO BE PRESERVED AND REMOVED. THE TREE SURVEY DATA IS THE PROPERTY OF LANDWORKS LTD. AND SHALL BE KEPT CONFIDENTIAL. ANY REPRODUCTION OR DISTRIBUTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF LANDWORKS LTD. IS STRICTLY PROHIBITED.

ALL TREES TO BE PRESERVED SHALL BE PROTECTED BY A TREE PROTECTION FENCE. THE FENCE SHALL BE PLACED AT THE BASE OF THE TREE TRUNK AND SHALL BE MAINTAINED AT ALL TIMES. THE FENCE SHALL BE KEPT CLEAR OF ALL OBSTRUCTIONS AND SHALL BE KEPT IN GOOD REPAIR AT ALL TIMES.

ALL TREES TO BE REMOVED SHALL BE REMOVED BY A LICENSED TREE REMOVAL CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TREES TO BE PRESERVED AND FOR THE REMOVAL OF ALL STUMPS TO A DEPTH OF 10 INCHES.

ALL TREES TO BE PRESERVED SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TREES TO BE PRESERVED AND FOR THE MAINTENANCE OF ALL TREES TO BE PRESERVED.

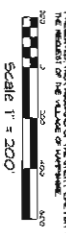


EXHIBIT K

NO.	DATE	DESCRIPTION
1	11/11/07	ISSUED

NO.	DATE	DESCRIPTION
1	11/11/07	ISSUED

Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors

783 N. Rollingbrook Dr. Bldg. 17 Phone 630 789 8200
Rollingbrook, Illinois 60440 Fax 630 679 1000

NO.	DATE	DESCRIPTION
1	11/11/07	ISSUED

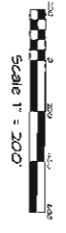
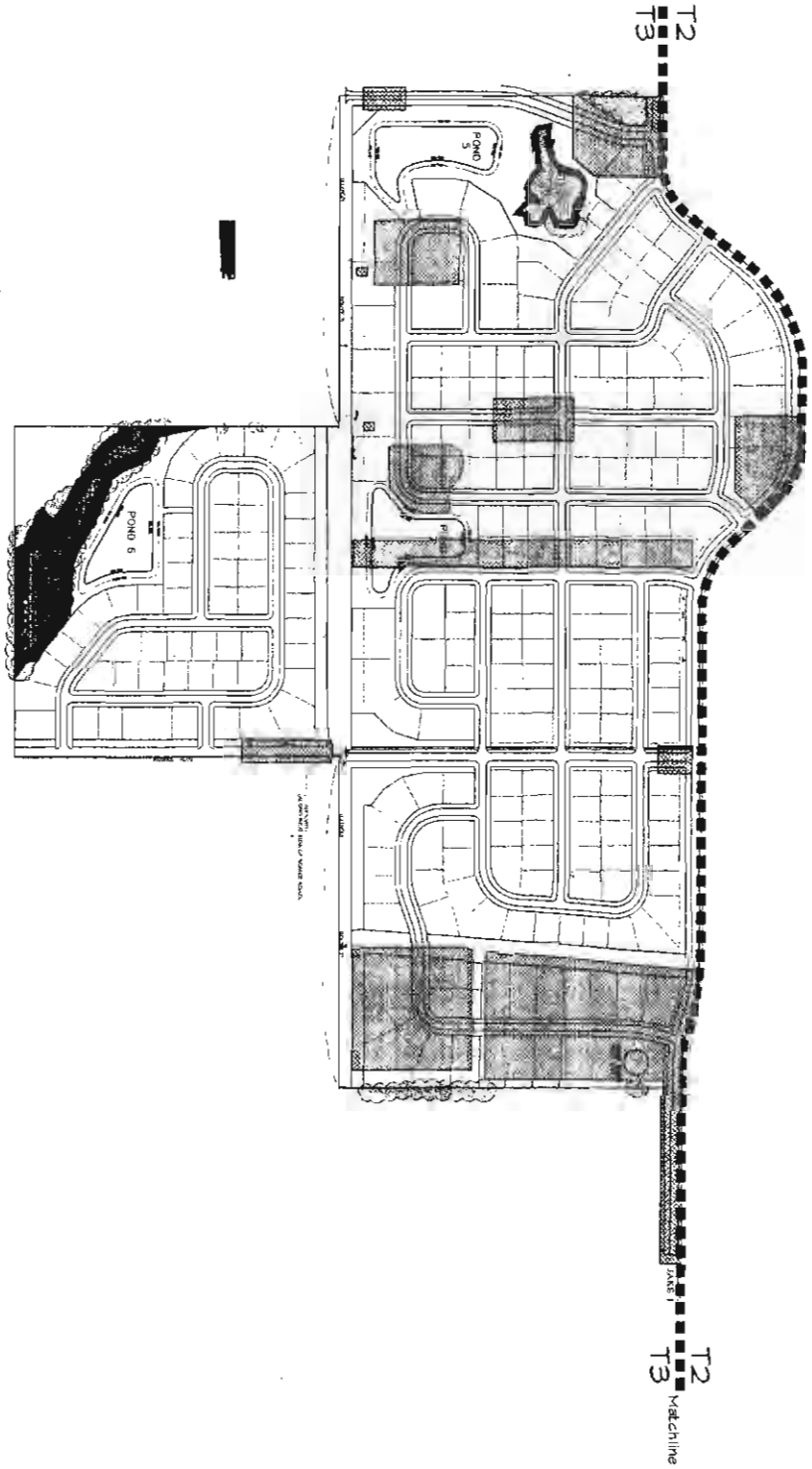


EXHIBIT K

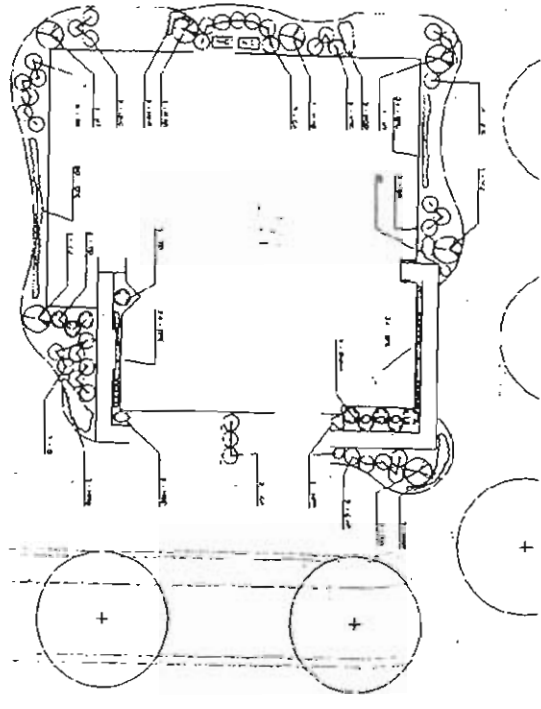
TP2

DATE	11/11/11
SCALE	1" = 200'
PROJECT	RESERVATION PLAN - SOUTH

Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

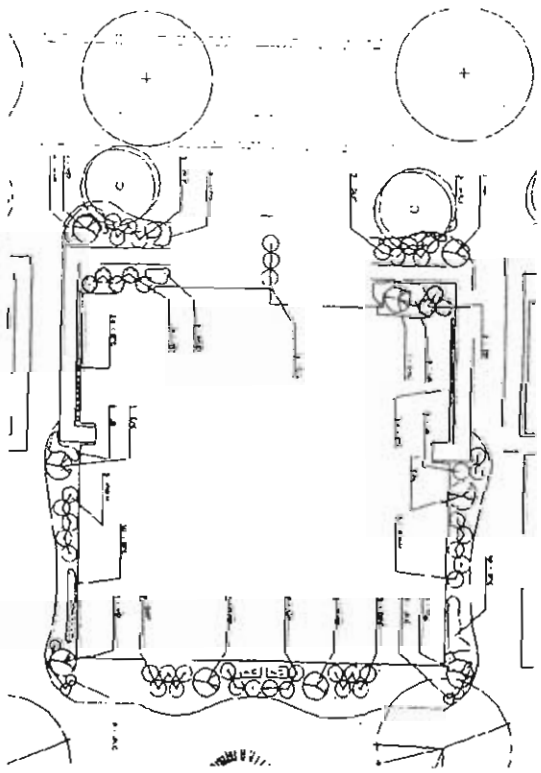
LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Rutledgebrook Dr. Suite 17 Phone 630 780 8200
Deerfield, Illinois 60015 Fax 630 676 1188

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMITS
2	11/11/11	ISSUED FOR PERMITS
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10	11/11/11	ISSUED FOR PERMITS



3
11/07/07
BUILDING A - B TYPICAL
FOUNDATION PLANTING PLAN
A - B BUILDING CITY - 5

Plant Name	Quantity	Plant Size	Planting Location
Plant 1	10	150mm	Zone 1
Plant 2	15	150mm	Zone 2
Plant 3	20	150mm	Zone 3
Plant 4	25	150mm	Zone 4
Plant 5	30	150mm	Zone 5
Plant 6	35	150mm	Zone 6
Plant 7	40	150mm	Zone 7
Plant 8	45	150mm	Zone 8
Plant 9	50	150mm	Zone 9
Plant 10	55	150mm	Zone 10
Plant 11	60	150mm	Zone 11
Plant 12	65	150mm	Zone 12
Plant 13	70	150mm	Zone 13
Plant 14	75	150mm	Zone 14
Plant 15	80	150mm	Zone 15
Plant 16	85	150mm	Zone 16
Plant 17	90	150mm	Zone 17
Plant 18	95	150mm	Zone 18
Plant 19	100	150mm	Zone 19
Plant 20	105	150mm	Zone 20
Plant 21	110	150mm	Zone 21
Plant 22	115	150mm	Zone 22
Plant 23	120	150mm	Zone 23
Plant 24	125	150mm	Zone 24
Plant 25	130	150mm	Zone 25
Plant 26	135	150mm	Zone 26
Plant 27	140	150mm	Zone 27
Plant 28	145	150mm	Zone 28
Plant 29	150	150mm	Zone 29
Plant 30	155	150mm	Zone 30
Plant 31	160	150mm	Zone 31
Plant 32	165	150mm	Zone 32
Plant 33	170	150mm	Zone 33
Plant 34	175	150mm	Zone 34
Plant 35	180	150mm	Zone 35
Plant 36	185	150mm	Zone 36
Plant 37	190	150mm	Zone 37
Plant 38	195	150mm	Zone 38
Plant 39	200	150mm	Zone 39
Plant 40	205	150mm	Zone 40
Plant 41	210	150mm	Zone 41
Plant 42	215	150mm	Zone 42
Plant 43	220	150mm	Zone 43
Plant 44	225	150mm	Zone 44
Plant 45	230	150mm	Zone 45
Plant 46	235	150mm	Zone 46
Plant 47	240	150mm	Zone 47
Plant 48	245	150mm	Zone 48
Plant 49	250	150mm	Zone 49
Plant 50	255	150mm	Zone 50
Plant 51	260	150mm	Zone 51
Plant 52	265	150mm	Zone 52
Plant 53	270	150mm	Zone 53
Plant 54	275	150mm	Zone 54
Plant 55	280	150mm	Zone 55
Plant 56	285	150mm	Zone 56
Plant 57	290	150mm	Zone 57
Plant 58	295	150mm	Zone 58
Plant 59	300	150mm	Zone 59
Plant 60	305	150mm	Zone 60
Plant 61	310	150mm	Zone 61
Plant 62	315	150mm	Zone 62
Plant 63	320	150mm	Zone 63
Plant 64	325	150mm	Zone 64
Plant 65	330	150mm	Zone 65
Plant 66	335	150mm	Zone 66
Plant 67	340	150mm	Zone 67
Plant 68	345	150mm	Zone 68
Plant 69	350	150mm	Zone 69
Plant 70	355	150mm	Zone 70
Plant 71	360	150mm	Zone 71
Plant 72	365	150mm	Zone 72
Plant 73	370	150mm	Zone 73
Plant 74	375	150mm	Zone 74
Plant 75	380	150mm	Zone 75
Plant 76	385	150mm	Zone 76
Plant 77	390	150mm	Zone 77
Plant 78	395	150mm	Zone 78
Plant 79	400	150mm	Zone 79
Plant 80	405	150mm	Zone 80
Plant 81	410	150mm	Zone 81
Plant 82	415	150mm	Zone 82
Plant 83	420	150mm	Zone 83
Plant 84	425	150mm	Zone 84
Plant 85	430	150mm	Zone 85
Plant 86	435	150mm	Zone 86
Plant 87	440	150mm	Zone 87
Plant 88	445	150mm	Zone 88
Plant 89	450	150mm	Zone 89
Plant 90	455	150mm	Zone 90
Plant 91	460	150mm	Zone 91
Plant 92	465	150mm	Zone 92
Plant 93	470	150mm	Zone 93
Plant 94	475	150mm	Zone 94
Plant 95	480	150mm	Zone 95
Plant 96	485	150mm	Zone 96
Plant 97	490	150mm	Zone 97
Plant 98	495	150mm	Zone 98
Plant 99	500	150mm	Zone 99
Plant 100	505	150mm	Zone 100



3
11/07/07
BUILDING C - D TYPICAL
FOUNDATION PLANTING PLAN
C - D BUILDING CITY - 26

Plant Name	Quantity	Plant Size	Planting Location
Plant 1	10	150mm	Zone 1
Plant 2	15	150mm	Zone 2
Plant 3	20	150mm	Zone 3
Plant 4	25	150mm	Zone 4
Plant 5	30	150mm	Zone 5
Plant 6	35	150mm	Zone 6
Plant 7	40	150mm	Zone 7
Plant 8	45	150mm	Zone 8
Plant 9	50	150mm	Zone 9
Plant 10	55	150mm	Zone 10
Plant 11	60	150mm	Zone 11
Plant 12	65	150mm	Zone 12
Plant 13	70	150mm	Zone 13
Plant 14	75	150mm	Zone 14
Plant 15	80	150mm	Zone 15
Plant 16	85	150mm	Zone 16
Plant 17	90	150mm	Zone 17
Plant 18	95	150mm	Zone 18
Plant 19	100	150mm	Zone 19
Plant 20	105	150mm	Zone 20
Plant 21	110	150mm	Zone 21
Plant 22	115	150mm	Zone 22
Plant 23	120	150mm	Zone 23
Plant 24	125	150mm	Zone 24
Plant 25	130	150mm	Zone 25
Plant 26	135	150mm	Zone 26
Plant 27	140	150mm	Zone 27
Plant 28	145	150mm	Zone 28
Plant 29	150	150mm	Zone 29
Plant 30	155	150mm	Zone 30
Plant 31	160	150mm	Zone 31
Plant 32	165	150mm	Zone 32
Plant 33	170	150mm	Zone 33
Plant 34	175	150mm	Zone 34
Plant 35	180	150mm	Zone 35
Plant 36	185	150mm	Zone 36
Plant 37	190	150mm	Zone 37
Plant 38	195	150mm	Zone 38
Plant 39	200	150mm	Zone 39
Plant 40	205	150mm	Zone 40
Plant 41	210	150mm	Zone 41
Plant 42	215	150mm	Zone 42
Plant 43	220	150mm	Zone 43
Plant 44	225	150mm	Zone 44
Plant 45	230	150mm	Zone 45
Plant 46	235	150mm	Zone 46
Plant 47	240	150mm	Zone 47
Plant 48	245	150mm	Zone 48
Plant 49	250	150mm	Zone 49
Plant 50	255	150mm	Zone 50
Plant 51	260	150mm	Zone 51
Plant 52	265	150mm	Zone 52
Plant 53	270	150mm	Zone 53
Plant 54	275	150mm	Zone 54
Plant 55	280	150mm	Zone 55
Plant 56	285	150mm	Zone 56
Plant 57	290	150mm	Zone 57
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Plant 59	300	150mm	Zone 59
Plant 60	305	150mm	Zone 60
Plant 61	310	150mm	Zone 61
Plant 62	315	150mm	Zone 62
Plant 63	320	150mm	Zone 63
Plant 64	325	150mm	Zone 64
Plant 65	330	150mm	Zone 65
Plant 66	335	150mm	Zone 66
Plant 67	340	150mm	Zone 67
Plant 68	345	150mm	Zone 68
Plant 69	350	150mm	Zone 69
Plant 70	355	150mm	Zone 70
Plant 71	360	150mm	Zone 71
Plant 72	365	150mm	Zone 72
Plant 73	370	150mm	Zone 73
Plant 74	375	150mm	Zone 74
Plant 75	380	150mm	Zone 75
Plant 76	385	150mm	Zone 76
Plant 77	390	150mm	Zone 77
Plant 78	395	150mm	Zone 78
Plant 79	400	150mm	Zone 79
Plant 80	405	150mm	Zone 80
Plant 81	410	150mm	Zone 81
Plant 82	415	150mm	Zone 82
Plant 83	420	150mm	Zone 83
Plant 84	425	150mm	Zone 84
Plant 85	430	150mm	Zone 85
Plant 86	435	150mm	Zone 86
Plant 87	440	150mm	Zone 87
Plant 88	445	150mm	Zone 88
Plant 89	450	150mm	Zone 89
Plant 90	455	150mm	Zone 90
Plant 91	460	150mm	Zone 91
Plant 92	465	150mm	Zone 92
Plant 93	470	150mm	Zone 93
Plant 94	475	150mm	Zone 94
Plant 95	480	150mm	Zone 95
Plant 96	485	150mm	Zone 96
Plant 97	490	150mm	Zone 97
Plant 98	495	150mm	Zone 98
Plant 99	500	150mm	Zone 99
Plant 100	505	150mm	Zone 100

LANDSCAPE STANDARDS:

STREET TREES PER VILLAGE CODE. ADJUST STREET TREES TO AVOID
 OVERHANG, LIGHTS, SIGNAGE, FIRE HYDRANTS ETC.

ADJUST PLANTING TO AVOID DRAINAGE SWALES

PLANT MATERIAL SUBJECT TO MARKET AVAILABILITY AT THE TIME OF
 CONSTRUCTION. SUBSTITUTIONS SUBJECT TO THE APPROVAL OF THE
 LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE

PLANT MATERIAL QUANTITIES ARE PROVIDED FOR THE CONFORMANCE OF
 THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL
 VERIFY ALL QUANTITIES. IN THE EVENT OF A DISCREPANCY THE ACTUAL
 COUNT OF THE PLANTING STOCK SHOWN ON THE PLANS AND / OR THE
 ACTUAL AREA MEASURED ON THE SITE SHALL PREVAIL.

PERMANENT SPECIES MIX AND LOCATION SHALL BE DETERMINED IN THE FIELD BY PROJECT
 LANDSCAPE ARCHITECT!

EXHIBIT K

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Tuscany Woods
 Hampshire, Illinois
 H.P.I. HAMPSHIRE LLC

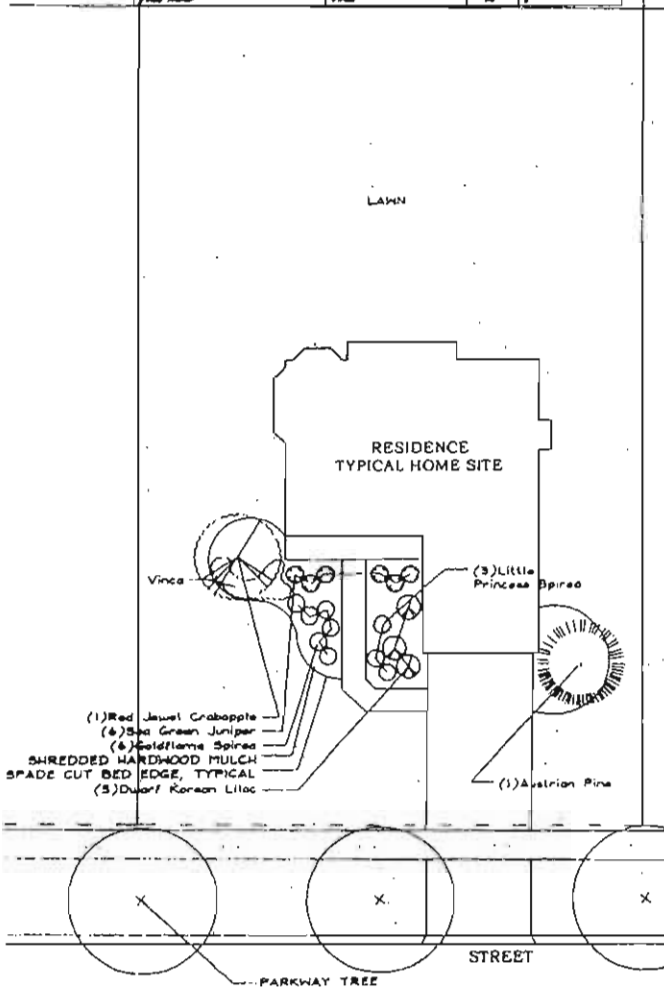
LANDWORKS LTD.
 Landscape Architects and Contractors

751 N. Salsburgh Dr. Ste. 17 Phone: 650 750 8800
 Southampton, Illinois 65460 Fax: 650-670-1000

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SINGLE FAMILY PLANT LIST

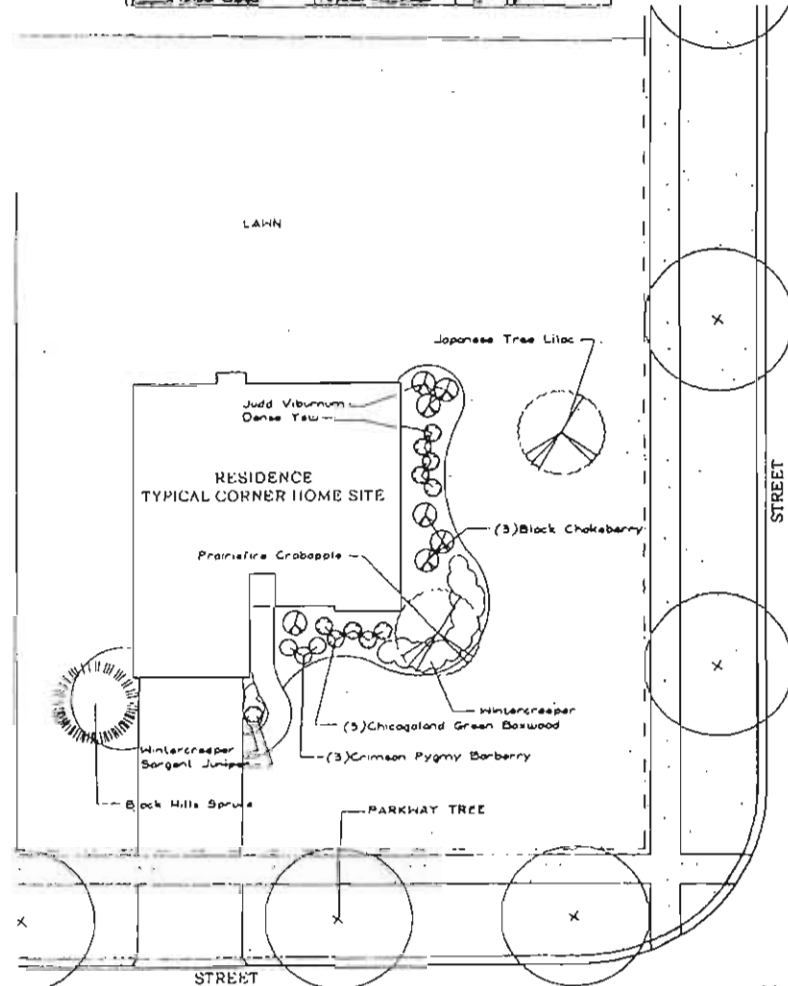
Scientific Name	Common Name	Quantity	Planting Size
Ornamental Trees			
<i>Quercus laevis</i>	Red Jewel Crabapple	1	8" Globe Tree
Evergreen Trees			
<i>Pinus strobus</i>	White Pine	1	10" Planting Size
Shrubs			
<i>Juniperus horizontalis</i>	Blue Star Juniper	1	12"
<i>Spiraea alba</i>	White Spirea	1	12"
<i>Hydrangea macrophylla</i>	Blue Hydrangea	1	12"
Evergreen Shrubs			
<i>Juniperus horizontalis</i>	Blue Star Juniper	1	12"
Groundcover			
<i>Viola</i>	Viola	1	12"



① TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN
Scale: 1"=10'
CONCEPTUAL TYPICAL HOME SITE

CORNER SINGLE FAMILY PLANT LIST

Scientific Name	Common Name	Quantity	Planting Size
Ornamental Trees			
<i>Prunella virginiana</i>	Black Chokeberry	1	8" Globe Tree
<i>Syringa reticulata</i>	Japanese Tree Lilac	1	8" Globe Tree
Evergreen Trees			
<i>Pinus strobus</i>	White Pine	1	10" Planting Size
Shrubs			
<i>Juniperus horizontalis</i>	Blue Star Juniper	1	12"
<i>Spiraea alba</i>	White Spirea	1	12"
<i>Hydrangea macrophylla</i>	Blue Hydrangea	1	12"
Evergreen Shrubs			
<i>Juniperus horizontalis</i>	Blue Star Juniper	1	12"
Groundcover			
<i>Viola</i>	Viola	1	12"



② TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN
Scale: 1"=10'
CONCEPTUAL TYPICAL CORNER HOME SITE

DATE	BY
07/23/04	PL
08/23/04	PL

LANDWORKS LTD.
LANDSCAPE ARCHITECTS AND CONTRACTORS
731 N. Broad Street, Suite 17, Phoenix, AZ 85004
Phone: 602.749.8800
Fax: 602.979.1888

TUSCANY WOODS
Landscape, Irrigation
H.P.I. Maintenance LLC

TYPICAL FOUNDATION PLANTING PLAN
SINGLE FAMILY

NO.	DESCRIPTION
1	FOUNDATION PLANTING PLAN
2	FOUNDATION PLANTING PLAN
3	FOUNDATION PLANTING PLAN
4	FOUNDATION PLANTING PLAN

L28

EXHIBIT K

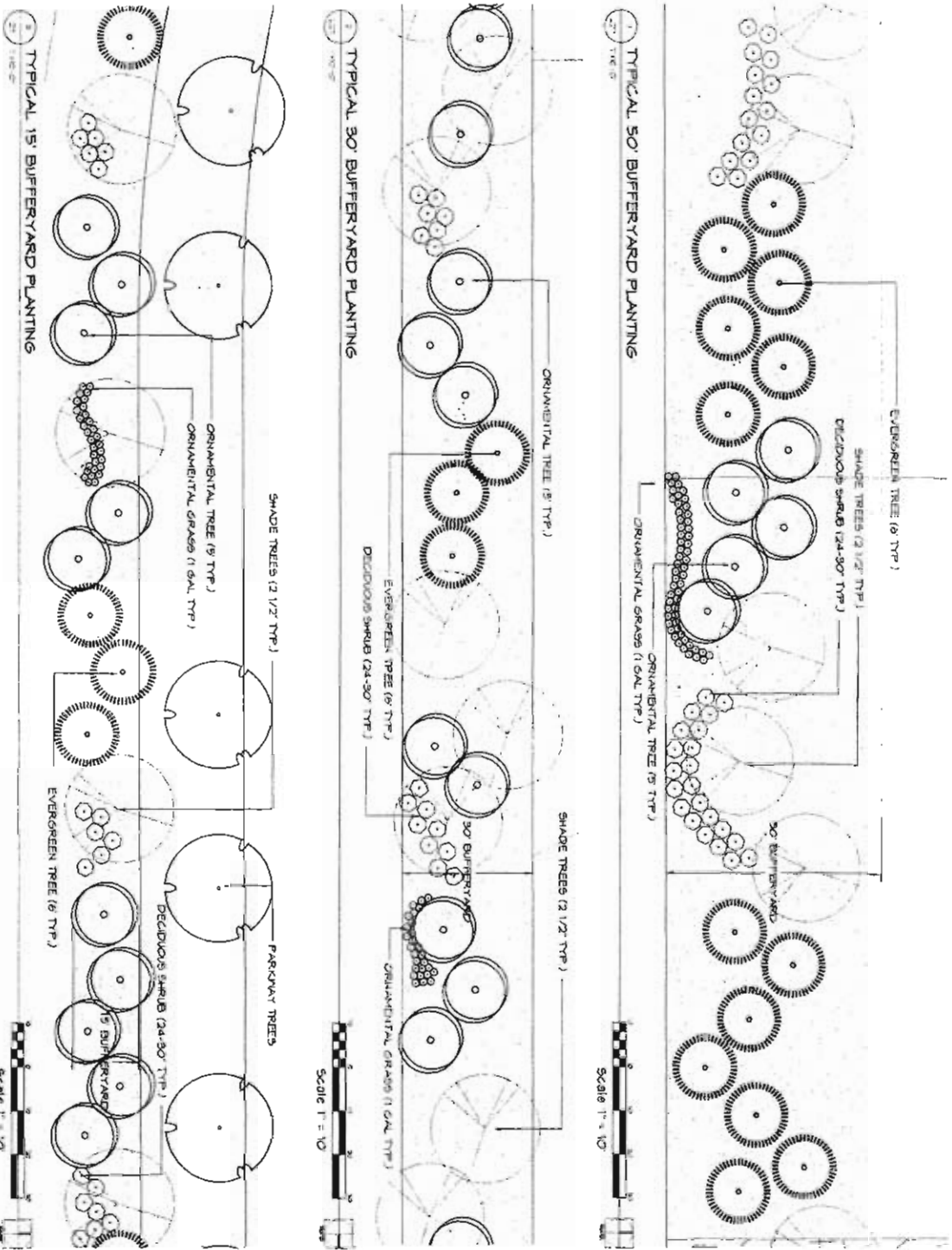


EXHIBIT K

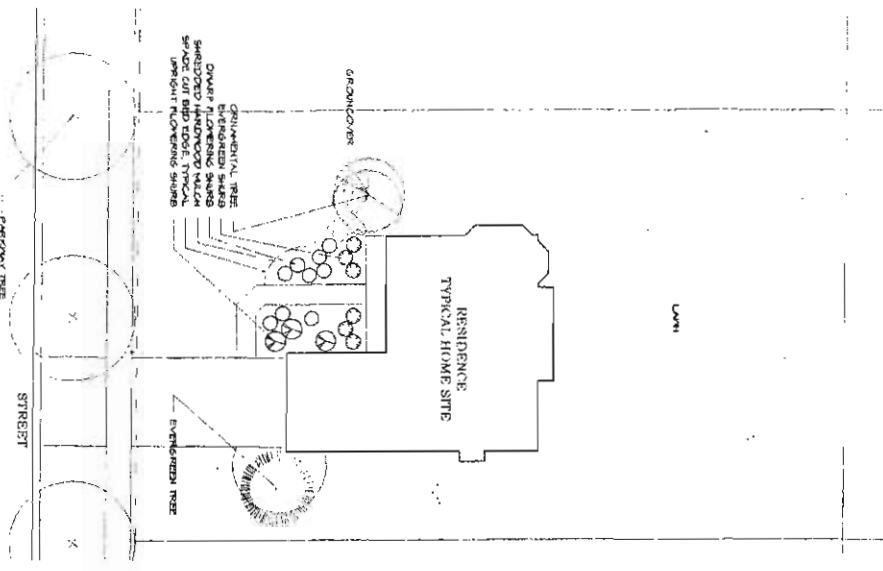
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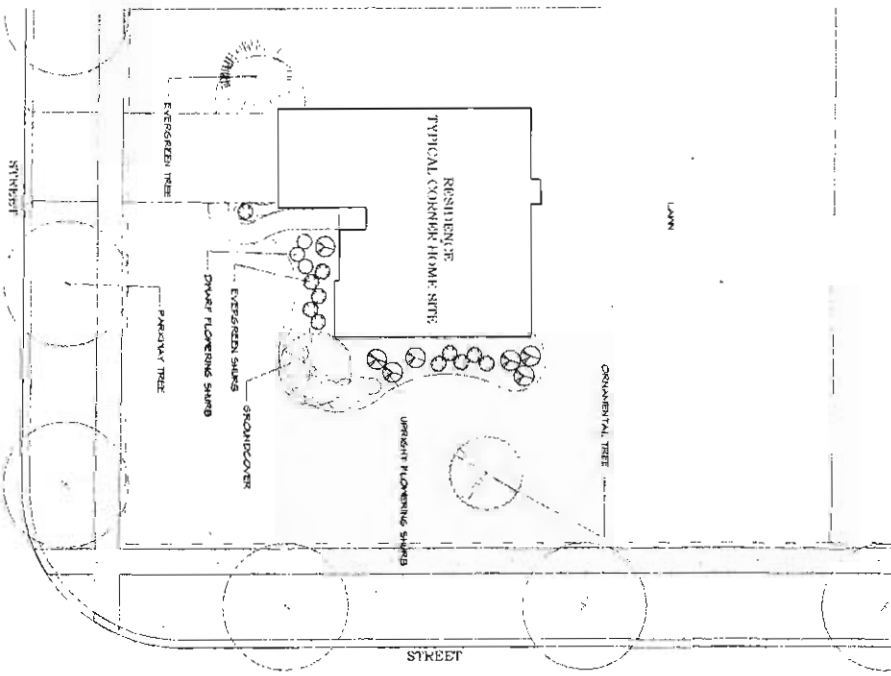
Tuscany Woods
Hampshire, Illinois
M.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Rosengrenk Dr., Bldg. 17 Phone 630.798.8200
Bolingbrook, Illinois 60440 Fax 630.679.1288

DATE	7/18/07
BY	ADAM
NO.	1
REVISION	



1. TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN
SCALE: 1/8" = 1'-0"
CONCEPTUAL, TYPICAL HOME SITE



2. TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN
SCALE: 1/8" = 1'-0"
CONCEPTUAL, TYPICAL CORNER HOME SITE

- 1. ALL PLANTING SHALL BE DONE BY THE CONTRACTOR.
- 2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES.
- 3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL GOVERNMENT REGULATIONS.
- 4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL GOVERNMENT REGULATIONS.
- 5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL GOVERNMENT REGULATIONS.
- 6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL GOVERNMENT REGULATIONS.
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- 8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL GOVERNMENT REGULATIONS.
- 9. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL GOVERNMENT REGULATIONS.
- 10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL GOVERNMENT REGULATIONS.

EXHIBIT K

NO.	DATE	DESCRIPTION
1	11/10/07	AS BUILT
L28		

TYPICAL
FOUNDATION
PLANTING FROM
SINGLE FAMILY

Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Boscawen Dr. Ste. 17 Phone 630-759-8200
Bolingbrook, Illinois 60440 Fax 630-679-1388

DATE	BY	REVISION

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

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

THE ABOVE SPACE FOR RECORDER'S USE:

AMENDMENT TO
RECAPTURE AGREEMENT FOR THE HAMPSHIRE CREEK INTERCEPTOR
SEWER BETWEEN PHI-HAMPSHIRE, INC., AN ILLINOIS CORPORATION
AND THE VILLAGE OF HAMPSHIRE

THIS AMENDMENT TO RECAPTURE AGREEMENT ("Amendment") is made and entered into as of April 17, 2014, by and between PHI-HAMPSHIRE, INC., an Illinois corporation ("PHI"), successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, and the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation, located in Kane County, Illinois (the "Village").

This Amendment is joined by Tuscany Woods Holdings, Inc. ("TWHI"), an Illinois corporation, as the current title holder to the property designated as Unit 1 of the Tuscany Woods Subdivision, as more fully set forth in the Recitals below. TWHI, together with PHI-Hampshire, Inc. above, are referred to herein as "Developers." Developers and the Village are hereinafter individually referred to as a "Party" and collectively as the "Parties."

This Amendment is made to include the additional costs incurred in construction of the First Sewer Expansion Project in the Village (as hereinafter defined), which Project includes the Hampshire Creek Interceptor Sewer and other work, but specifically does not include costs for the following: certain costs incurred by PHI-Hampshire, Inc. for expansion of the Village's Wastewater Treatment Facility to 1.5 mgd Capacity Project (pursuant to the Agreement for



Financing the WWTF Expansion to 1.5 mgd Capacity, dated February 2, 2006) (defined below as the "Final Adjustment Cost"); and certain costs incurred by Hampshire West, I.I.C, in relation to the Hampshire Creek Interceptor Sewer Project (defined below as the "IICIS Contribution Cost"), which costs upon request of the paying party, when paid, and when certified by the Village Engineer will be identified for recapture purposes in a separate agreement.

RECITALS

A. PHI-Hampshire, Inc., an Illinois corporation, is the successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company.

B. HPI-Hampshire, L.L.C. and the Village have previously entered into the Tuscany Woods Development Agreement ("Development Agreement") dated September 2, 2004, concerning the Tuscany Woods Development.

C. Subsequently, a portion of the Tuscany Woods Subdivision was transferred to a separate entity; was platted as "Unit 1" of the Subdivision; and was the subject of a foreclosure action which has resulted in title to Unit 1 currently being held by Tuscany Woods Holdings, Inc.

D. The Subdivision consists of real estate consisting of approximately 409.8 acres; Unit 1 and the remainder of the territory in the Subdivision are legally described as set forth on Exhibit "A," attached hereto and incorporated herein by this reference.

E. For purposes of convenience, the territory described on Exhibit "A" as the territory outside of Unit 1 will be referred to herein as "Unit 2."

F. For purposes of convenience, PHI-Hampshire, Inc. and Tuscany Woods Holdings, Inc. (together with their predecessors in title) will be referred to herein as "Developers."

G. Pursuant to the Development Agreement, Developers were required to fund the costs for the First Sewer Expansion Project, including costs incurred to design, permit and construct the Hampshire Creek Interceptor Sewer. It is acknowledged and agreed that another party (to wit: Hampshire West, LLC) in fact obtained permits for and constructed a portion of the Hampshire Creek Interceptor Sewer, from a point commencing at the connection of the interceptor sewer to the existing Village Wastewater Treatment Facility, and running northward across Hampshire Creek for approximately four hundred fifty lineal feet of interceptor sewer main. Developers constructed the remainder of the Hampshire Creek Interceptor sewer to a point on the northern boundary of the Tuscan Woods Development.

H. Pursuant to the terms of the Development Agreement, Developers were to receive credit against the costs incurred for the First Sewer Expansion Project for the Sewer Impact Fees and Sewer Connection Fees due in relation to the improvements to be constructed in the Subdivision, and were to be allowed to recapture any costs incurred in excess of said credit by means of a recapture agreement with the Village.

I. The First Sewer Expansion Project will benefit other properties in the area.

J. In reliance on the Village's covenants, agreement and representations contained in this Amendment and in the Development Agreement, Developers have incurred substantial costs in funding the construction of the First Sewer Expansion Project.

K. Recapture due under this Amendment shall be based upon the total amount of Certified Cost-Final for the First Sewer Expansion Project (as defined herein), less the credit for Sewer Impact Fees and Sewer Connection Fees due in relation to the improvements in the Subdivision.

L. The amount so calculated shall be collected by the Village from the owners of properties benefited by such improvements, in accordance with the terms of this Agreement.

M. The planned growth of the Village and the health, safety and welfare of the residents of the Village has been furthered by construction of the Hampshire Creek Interceptor Sewer.

N. The Parties are entering into this Amendment pursuant to: (a) the authority granted in Division 5 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9-5-1 and 5/9-5-2, (b) the authority granted in the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and of Act 220 of Chapter 5 of the Illinois Compiled Statutes (5 ILCS 220/1 *et seq.*; (c) the Village's general police powers; and (d) the provisions of the Development Agreement.

O. The Village has adopted and shall adopt the necessary ordinances required by state statute to approve this Amendment and to authorize the payment of the Recapture Amounts.

P. Each of the Developers has separately entered into a certain agreement with the Village, titled "Amended and Re-Stated Development Agreement," dated April ____, 2014, respectively, which amended agreements each include terms and provisions relating to the recapture rights described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The foregoing recitals are material to this Amendment and are expressly incorporated into and made a part of this Amendment as fully as though set forth in their entirety in this Paragraph 1. The Parties acknowledge the accuracy and truth of the foregoing recitals.

2. Definitions.

(a) "Benefited Property" refers to the properties identified on the map Identifying the Benefited Properties attached hereto as Exhibit "B" and on the PIN list of the Benefited Properties, attached hereto as Exhibit "C".

(b) "Certified Cost-Partial" refers to the cost incurred by Developer prior to December 31, 2006, and memorialized in a Recapture Agreement dated December 13, 2006, and recorded with the Office of the Kane County Recorder on January 7, 2007 as Document No. 2007K001114. The Certified Cost-Partial was approved and certified by the Village as a portion of the total estimated costs for construction of First Sewer Expansion Project, including the portion of the Hampshire Creek Interceptor Sewer for which Developers bore responsibility. The Certified Cost-Partial is Two Hundred Seven Thousand Four Hundred Ninety Four and 40/100 Dollars (\$207,494.40).

(c) "Certified Cost-Final" refers to the amount certified by the Village Engineer as the final actual cost incurred by Developers for the First Sewer Expansion Project. The Certified Cost-Final includes the Certified Cost-Partial and the additional costs thereafter incurred by Developers and totals Four Million Four Hundred Seventeen Thousand One Hundred Twenty and 68/100 (\$4,417,120.68) Dollars.

(d) "Connection" or "Connecting" refers to the earlier to occur of approval by the Village of a Final Plat of Subdivision for all or any portion of a Benefited Property; or issuance by the Village of a building permit for the first residential unit on the Benefited Property. It is the parties' intent to construe this provision in a manner most favorable to the Developers collecting the recapture at the earliest possible date.

(e) "Connection and Impact Fees" refers to the Sanitary Sewer connection fees and the wastewater treatment impact fees described in the Development Agreement (See Exhibit D to said Development Agreement).

(f) "Date of Completion" refers to the date the Village determines that the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, is complete and operational.

(g) "Developers" refers to PHI-Hampshire, Inc., an Illinois corporation, and Tuscany Woods Holdings, Inc., an Illinois corporation.

(h) "Developer(s) of Benefited Property", see definition of "Owner(s) of Benefited Property" below.

(i) "Developers' Property" refers to the approximate 409.8 acres generally known as the "Tuscany Woods Subdivision" in the Village of Hampshire.

(j) "Development Agreement" means the Development Agreement by and between HPI-Hampshire, LLC and the Village of Hampshire, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704.

(k) "First Sewer Expansion Project" refers to the sewer improvements described in the Development Agreement, and as subsequently modified as to the Hampshire Creek Interceptor Sewer (after a portion thereof had been constructed by another party as described above) and specifically excluding the Final Adjustment Cost of the expansion of the Village's Wastewater Treatment Facility to 1.5 mgd capacity.

(l) "Final Adjustment Cost" refers to a payment due from PHI-Hampshire, Inc. to Hampshire East, LLC after final reconciliation of the contributions of the parties, pursuant to the terms and provisions of the that certain Agreement for Financing Expansion of the WWTF to 1.5 mgd Capacity, dated February 2, 2006.

(m) "Final Plat Approval" refers to the adoption of the appropriate resolution or ordinance by the Corporate Authorities approving a Final Plat of Subdivision, a final development plan, or a comparable type of plat or plan.

(n) "Final Plat of Subdivision" refers to the term and process set forth in Chapter 7 of the Village of Hampshire Municipal Code, as amended from time to time.

(o) "HCIS Contribution Cost" refers to that certain cost incurred by Hampshire West LLC for construction of a portion of the Hampshire Creek Interceptor Sewer as described in Recital G above.

(p) "Owner(s) of Benefited Property" refers to the record title holders of property identified on the maps identifying the Benefited Properties, Exhibit "B," and on the Benefited Properties List, Exhibit "C."

(q) "Permanent Index Numbers (PIN)" refers to the convention used by the County Recorder's Office for assigning reference numbers for the purpose of identifying parcels of property by township, section, lot and block.

(r) "Population Equivalent" or "PE" refers to the engineering standard utilized for design of waste water and water usage facilities, for purposes of this Amendment, at 100 gallons of water per person per day, for single family residence dwelling units, 3.5 PE, and for condominiums or apartments, 3.0 PE.

(s) "Recapture Amount" refers to the computation set forth in paragraph 5 due and owing from an Owner of a Benefited Property.

(t) "Service Area" refers to the total area of the Developer's Property and Benefited Properties for which the Hampshire Creek Interceptor Sewer has been designed to serve, which is 2,114 acres, as depicted on Exhibit "C."

(u) "Village" refers to the Village of Hampshire.

3. Certified Cost and Certified Capacity.

(a) The Village certifies by this Amendment that the Certified Cost-final for the First Sewer Expansion Project is Four Million Four Hundred Seventeen Thousand One

Hundred Twenty and 48/100 Dollars (\$4,417,120.68), as set forth in Exhibit "D." This figure includes the costs previously certified by the Village as the Certified Cost-Partial. This figure does not include the Final Adjustment Cost or the HCIS Contribution Cost.

(b) The Service Area for the First Sewer Expansion Project is the area shown on Exhibit "C," and constituting 2,114 acres, more or less.

(c) The Certified Cost-Final of constructing each component of the First Sewer Expansion Project includes the following:

(i) All engineering costs and expense for preparation of the plans and specifications for each component of the First Sewer Expansion Project, and any revision thereto, and all other engineering costs and expenses incurred by the Village in designing the First Sewer Expansion Project;

(ii) The total amounts paid in connection with the construction of each component of the First Sewer Expansion Project, which shall be verified by the Village Engineer's review of schedules of values, contracts, final waivers of lien, and proofs of payment;

(iii) Any and all permit fees, construction engineering fees paid by Developer, including payments or reimbursements to the Village for review, inspections and/or oversight by the Village Engineer, and payments to any other governmental agencies having jurisdiction over the Benefited Properties, in connection with the construction of each component of the First Sewer Expansion Project;

(iv) All costs and expenses paid or incurred in connection with the securing of any easements or licenses necessary to the construction, installation, and completion of each component of the First Sewer Expansion Project;

(v) All costs and expenses paid or incurred by the Village or its contractors in connection with the repair or replacement of each component of the First Sewer

Expansion Project prior to the First Sewer Expansion Project being certified complete and put in operation; and

4. **Benefited Properties.**

(a) **Benefited Properties.** Funding of the construction of the First Sewer Expansion Project by Developers has made it possible for the Village to provide sewer service to Developers' Properties, and to certain properties other than Developers' Properties, in the Village. Such other properties are each referred to herein as a "Benefited Property", and collectively as the "Benefited Properties." The Benefited Properties are identified on Exhibit "B" and Exhibit "C."

(b) **Only Properties on Benefited Properties List Eligible for Service.** Except as otherwise provided herein, only those properties that are identified on Exhibit "C," the Benefited Properties List, are eligible to connect to and secure the benefit of the First Sewer Expansion Project, unless the Village receives a legally binding written commitment from a Property Owner to be included as a Benefited Property and to pay an appropriate financial contribution in exchange for such property connecting onto and securing the benefit of the First Sewer Expansion Project. The modification or elimination of Benefited Properties listed on Exhibit "B" and/or Exhibit "C" shall be approved pursuant to the amendment procedure identified herein in sub-paragraph 4(d).

(c) **Amendment to PIN.** In the event Kane County changes the permanent index number of any of the properties identified on the Benefited Properties List, the Village and the Developer shall cooperate to amend Exhibit "C" to reflect the current and correct PIN.

(d) **Amendments to Benefited Properties with Consent of Developer.** In the event that a property not listed on the Benefited Properties List seeks to connect to or have the benefit of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, the

Village shall give Developers fifteen (15) days advance written notice of its intent to serve such property and then, provided the Village secures the required financial commitment from the owner of such property, Developers shall consent to including such property within the benefited Properties, unless the inclusion of such property will diminish the capacity reserved to the Developers under this Amendment.

(e) Reservation of Capacity to Serve Tuscany Woods and Permit Developer to Recover Recapture. The Village agrees to reserve at all times sufficient capacity in the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, to permit Developers' Properties to be served by the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to permit TWHI to recover all Recapture Amounts due Developers under this Amendment.

5. Recapture Amount Due From Owners of Benefited Properties.

(a) Allocation of Certified Costs. The Certified Cost-Final shall be allocated between and among Developers, as developers of the Tuscany Woods Subdivision, and the Owners of the Benefited Properties, and shall be allocated based on the capacity of the Hampshire Creek Interceptor Sewer, as follows:

(i) Developers shall be reimbursed on a cost per PE basis.

(ii) The total PE of the Hampshire Creek Interceptor Sewer is 25,000 PE, to be reduced by a factor of 50% for purposes of calculation under this Amendment (to 12,500 PE); 2,234.5 PE is needed to serve the Tuscany Woods Subdivision. Therefore, the balance of PE available for use by Owners of Benefited Properties is equal to 10,265.5 PE.

(iii) The Recapture Amount for each Benefited Property shall therefore be determined according to the following formula:

- a. From the sum of the wastewater treatment impact fees plus the sewer connection fees due from Developer for Tuscany Woods, subtract the amount of wastewater treatment impact fees plus sewer connection fees credited to the costs incurred for the First Sewer Expansion Project under the terms of the Development Agreement; and
- b. From the Certified Cost-Final subtract the result from sub-paragraph (a) above, arriving at Net Recapturable Costs; and
- c. Reduce the total transmission capacity of the Hampshire Creek Interceptor Sewer by a factor of 50%, as described in sub-paragraph (a)(ii) above, resulting in the Net Capacity of the Interceptor; and
- d. From the Net Capacity of the Interceptor resulting from sub-paragraph (c) above, subtract the capacity assigned and reserved to Tuscany Woods Subdivision under the Development Agreement, to wit: 2,234.5 PE, as described in sub-paragraph (a)(ii) above, arriving at Balance of PE in the Interceptor = 10,265.5 PE; and
- e. Divide the Net Recapturable Costs (b above) by the Balance of PE in the Interceptor (d above) to arrive at Cost per PE; and
- f. Multiply the PE for the Benefited Property by the Cost per PE (e above), to arrive at Recapture Amount.

(iv) The Village agrees to require the Owner of a Benefited Property to pay its recapture obligation at the rate determined in accordance with the formula set forth in this Paragraph 5.

(b) **Time of Payment of Recapture Amount.** The Village shall require the Owner of any Benefited Property to make full payment of the Recapture Amount due in respect of said property within thirty (30) days after Final Plat approval. In no event shall the Village permit a Benefited Property to connect to or use the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, until the Owner of the Benefited Property has made full payment of the Recapture Amount due.

(c) **Payment of Interest on Recapture Amount.** In addition to payment of the Recapture Amount, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay simple interest ("Interest") as to the amount due, which interest shall be

calculated at the Prime rate of interest per annum (as established by Northern Trust Bank on May 1 of each calendar year after the effective date of this Amendment) said rate to continue in effect until the next following April 30, computed from the Date of Acceptance of the improvements to the date of payment.

(d) **Payment of Administrative Fee.** In addition to payment of the Recapture Amount and Interest, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay an Administrative Fee to the Village, at the rate of 3% of the sum of the Recapture Amount and Interest due. The Administrative Fee shall be paid at the time of payment of the Recapture Amount and Interest.

(e) **Satisfaction of Recapture Obligations.** Once the Developers' recapturable portion of the Certified Cost-Final, together with accrued Interest, has been fully paid to TWI-II, the Village shall not be required to pay any further Recapture Amount(s) to Developers or either of them.

(e) **Developers Not Liable to Pay Recapture Amounts.** Developers shall not be required to pay any Recapture Amount, Interest, or Administrative Fee to the Village in regard to or as a result of connection to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer.

(f) **Village Cooperation.** The Village shall use its best efforts to include in any annexation agreement or pre-annexation agreement entered into after the date of this Amendment with any Owner of a Benefited Property, a requirement that said Owner shall pay the Recapture Amount, Interest and Administrative Fee provided for herein, and shall waive any right to contest both the legality or enforceability of this Amendment and/or his obligation to pay such Recapture Amount, Interest and/or Administrative Fee.

6. **Right to Connect.**

(a) The Owners of all Benefited Properties may be permitted to connect to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to extensions thereto, provided capacity is available and provided they shall have first paid to the Village:

- (i) any Recapture Amount charged to the property in question;
- (ii) all Interest then due in connection with payment of said Recapture Amount; and
- (iii) the Village Administrative Fee.

7. Collection Agent; Collection and Payment of Recapture Amounts, Interest, and Administrative Fees. The Village shall act as collection agent for the Recapture Amounts, Interest and Administrative Fees that are payable under the terms of this Amendment. When it has received any Recapture Amount, Interest, and Administrative Fee in proper amount, the Village shall within 30 days of receipt of same, and pursuant to Paragraph 4(f) of the Amended and Re-Styled Development Agreement for Unit 2, dated April ____, 2014, and Paragraph 4(f) of the Amended and Re-stated Development Agreement for Unit 1, dated April ____, 2014, pay over to TWHI the Recapture Amount and any Interest collected in relation thereto. The Village shall retain the Administrative Fee.

8. Limitation on Village's Obligations to Deliver Recapture Amounts and Interest to Developer. The Village's obligation to deliver over to TWHI any Recapture Amounts and Interest collected from Owners of the Benefited Properties constitutes a limited obligation of the Village payable solely from amounts received by the Village from or on behalf of such Owners. Said obligation does not now and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the Village from liability in the event of willful or

intentional failure to perform the duties assumed by it hereunder as collection agent; provided, Developers shall notify the Village promptly after first discovering any such failure.

9. **Indemnification and Hold Harmless.** The Village and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections, for each Benefited Parcel, but neither the Village nor any of its officials, employees or agents shall be liable in any manner for any failure to make such collections. TWHI shall hold harmless the Village, its officers, employees, and agents from the failure to collect said sums. In any event, however, TWHI and/or the Village may sue any Benefited Owner owing any Recapture Amount hereunder for collection thereof, and in the event TWHI initiates a collection suit, the Village agrees to reasonably cooperate with TWHI's attempts, by allowing free and full access to the Village's books and records pertaining to the development of any Benefited Parcel, and the collection of any Recapture Amounts related thereto.

In the event that the Village, and/or any of its officers, employees, or agents is made a party Defendant in any litigation arising out of or related to this Amendment, TWHI shall defend such litigation, including but not limited to the interest of the Village; and shall further release and hold the Village harmless from any judgment entered against TWHI, Developers, or the Village, and shall indemnify the Village from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the Village, or any of its officers, employees, or agents.

10. **Term.** This Amendment shall remain in full force and effect until the first to occur of: (a) such time as TWHI has fully recaptured all Recapture Amounts and all Interest due hereunder; or (b) the date which is 20 years from the date of this Amendment.

11. **Books and Records.** Developers and the Village shall maintain complete books and records showing Developers' costs, calculated in accordance with generally accepted

accounting principles, for construction of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and the Village shall keep and maintain complete books and records showing Recapture Amounts and Interest collected by it. Maintenance of such books and records by the Village shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the Village and Developer during normal business hours, upon request being made a reasonable period of time prior thereto.

12. **Notice.** Any notice which any Party hereto may desire or may be required to give to any other Party shall be in writing, and shall either be mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by an overnight courier service (e.g., by Federal Express) to the respective addresses of the Parties set forth below, or sent by telecopy facsimile to the telecopy numbers of the Parties set forth below. Mailed notices shall be deemed given two business days after the mailing thereof; notices delivered by an overnight courier service shall be deemed given the day following their delivery to such service; and faxed notices shall be deemed given as of the date of the transmission, provided the sending FAX machine produces a transaction statement that reflects the date and time of service, the FAX number to which the notice was transmitted and an acknowledgement from the receiving FAX machine that the transmission has been received. Any such notice may be served by personal delivery thereof to the other Party which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the Village:

Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457
Facsimile: (847) 683-4915
Attention: Village Clerk

Copy to: Mr. Mark Schuster
Bazos, Freeman, Kramer, Schuster & Braithwaite LLC
1250 Larkin Avenue
Elgin, IL 60140
Facsimile: (847) 742-9777

If to Tuscany Woods Holdings, Inc. Tuscany Woods Holdings, Inc.
c/o U. S. Bank
Mail Code MK-IL-CMOP
28 West Madison Street
Oak Park, IL 60302
Attention: Ms. Claudia Marciniak

Copy to: Mr. Matthew Klepper
DLA-Piper
203 North LaSalle Street
Suite 1500
Chicago, IL 60601-1293

If to PHI-Hampshire: PHI-Hampshire, Inc.
6860 Frontage Road
Burr Ridge, IL 60527
Facsimile: (630) 455-3021
Attention: Mr. Thomas Small

Copy to: Mr. Thomas Burney
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, IL 60014
Facsimile: (815) 459-8429

or to such other address as any Party may, from time to time, designate in a written notice to the other Party.

13. **Successors and Assigns.** This Amendment shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developers who have been designated in writing by Developers as being parties intended to be benefited and burdened by the provisions of this Amendment, and upon successor Corporate Authorities. Notwithstanding anything contained herein to the contrary, Developers and each of them may assign their rights and delegate their duties and obligations hereunder. No delegation of Developers' duties and

obligations, however, shall relieve Developers of their obligations and liabilities under this Amendment, insofar as the Village is concerned, unless and until the Village has given its written consent to said delegation (which consent shall not be unreasonably withheld if said third party purchaser demonstrates that it is financially responsible, to the Village's satisfaction, to meet its obligations hereunder) and said third party purchaser fully accepts and assumes responsibility, in writing directed to the Village, for all duties and obligations of Developers relating to the Developers' Properties, or such portion thereof as is being sold. In particular, the right of TWHI to receive payments of the Recapture Amounts and any related Interest shall not be affected by a sale, in whole or in part, of TWHI's Property; and nothing contained in this Article shall limit or restrict the right of TWHI to assign to any other person or entity its right to receive the Recapture Amounts and Interest paid under and pursuant to this Amendment.

14. Merger/Amendment. This Amendment contains the entire agreement of the Parties relative to the subject matter hereof. The same may be modified only by a written instrument executed by the Party to be charged. In the event of any inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

15. Remedies.

(a) It is agreed that the Parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Amendment. No action taken by any Party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Amendment or the Development Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amendment shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Amendment, the Party claiming breach shall give prompt written notice of such alleged breach to the other Party and the Party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to the seeking by the Party affected by such default of any remedy provided for herein (provided, however that said 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).

(c) If a Party to this Amendment shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of the default to the defaulting Party, and the defaulting Party shall have failed to cure the default within thirty (30) days after the receipt of the default notice (provided, however, that said 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).

(d) 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 the Party imposed, shall not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such terms, covenants, agreements or conditions, but the same shall continue in full force and effect.

16. No Third Party Beneficiaries. Except as otherwise specified herein, the provisions of this Amendment are for the exclusive benefit of the Village and Developer, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Amendment be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. Captions and Designations/Exhibits. Throughout this Amendment, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Article numbers and caption headings are purely descriptive and shall be disregarded in construing this Amendment. All exhibits to this Amendment are expressly incorporated herein by this reference thereto.

18. Severability. If any provision of this Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any other provision contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of Recapture Amounts or Interest payable hereunder exceeds the amount that may be recaptured by TWHI under currently existing or subsequently enacted law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the Recapture Amounts and Interest payable may be given force and effect. No Party to this Amendment shall contest the validity or enforceability, or assert the invalidity or unenforceability of any provision of this Amendment.

19. Further Assurances. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Amendment, and to aid and assist each other in carrying out such terms and provisions and in furthering the intentions of the Parties as evidenced by such terms and provisions. Specifically, but without limitation, the Village shall enact such resolutions and ordinances and take such other actions as may be necessary or desirable to enable the Village and Developers to comply with and effectuate the terms and provisions hereof and to further the intentions of the Parties as evidenced by the terms and provisions of this Amendment.

20. **Authorizations.** The Parties represent and warrant that the individuals executing this Amendment on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Amendment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized corporate officers all as of the day and year first above written.

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

By: _____
Jeffrey R. Magnussen
President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

**TUSCANY WOODS HOLDINGS, INC.,
An Illinois Corporation,**

By: _____
Its: _____

**PHI-HAMPSHIRE, INC.,
an Illinois corporation**

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Jeffrey R. Magnussen, and Linda Vasquez, personally known to me to be the Village President and Village Clerk, respectively, of the **Village of Hampshire**, and personally known to me to be the same persons whose names are subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and severally acknowledged that as such Village Mayor and Village Clerk, they signed and delivered said Amendment pursuant to authority given by the Board of Trustees of said village, as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of **Tuscany Woods Holdings, Inc. an Illinois corporation**, personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Amendment, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of PIII-Hampshire, Inc., an Illinois corporation, successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered said Amendment, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

EXHIBIT IJS

Legal Descriptions of Tuscan Woods Subdivision A
Map Identifying the Benefited Properties..... C
PINs of the Benefited Properties..... F
Certified Cost - Final D

EXHIBIT A

LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION

09/25/06

Tuscany Woods – Legal Description Exhibit A

A Parcel of Land, being part of the following parcels taken together as a tract.

The South Half of the Southwest Quarter of Section 23 (except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, also except therefrom that part of the following described property lying East of the West line of the South Half of the Southwest Quarter of said Section 23 conveyed to Patricia A. Muscarello by quitclaim deed recorded as document number 91K29093 to wit: A parcel of land located in the South Half of the Southeast Quarter of Section 22 and in the South Half of the Southwest Quarter of Section 23, all being in Township 42 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, more particularly described as follows: Beginning at a point on the East line of said South Half of the Southeast Quarter of Section 22 a distance of 50 feet distant southerly as measured perpendicular to the centerline of the Soo Line Railroad Company's main track; thence Westerly along a line parallel to and 50 feet distant Southerly of said centerline 2,220 feet to a point 900 feet westerly of the East line of the Southwest Quarter of the Southeast Quarter of said Section 22, thence southerly perpendicular to said centerline 100 feet; thence easterly along a line parallel to and 150 feet southerly of said centerline 2,220 feet to the East line of said Section 22; thence northerly along said East line 50 feet; thence easterly along a line parallel to and 100 feet distant southerly as measured perpendicular to said railroad centerline 1,929 feet to a point 600 feet easterly of the West line of the Southeast Quarter of the Southwest Quarter of said Section 23; thence northerly perpendicular to said centerline 50 feet; thence westerly along a line parallel to and 50 feet distant southerly of said centerline to the Point of Beginning); also the Southwest Quarter of the Southeast Quarter of Section 23 (excepting the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and except that part lying North of said railroad) in Township 42 North, Range 6 East of the Third Principal Meridian; also the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the West Half of the Northeast Quarter, and the West Half of the Northeast Quarter of the Northeast Quarter, of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; in the Village of Hampshire, Kane County, Illinois.

LEGAL DESCRIPTION
TUSCANY WOODS SUBDIVISION – UNIT 1

THAT PART OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 09 MINUTES 52 SECONDS EAST (ASSUMED) ALONG THE WEST LINE OF SAID SECTION 23, 1104.83 FEET TO A LINE 100.00 FEET SOUTH OF (MEASURED NORMAL TO) AND PARALLEL WITH THE CENTERLINE OF THE CHICAGO AND EASTERN RAILROAD CORPORATION FOR THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 49 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE, 2916.51 FEET TO A POINT 600.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, PERPENDICULAR TO SAID CENTERLINE, 50.00 FEET TO A LINE 50.00 FEET SOUTH OF (MEASURED NORMAL TO) AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 09 DEGREES 49 MINUTES 50 SECONDS WEST ALONG SAID PARALLEL LINE, 2916.51 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 09 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING; AND

ALSO, THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 23 (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY);

ALSO, THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23 (EXCEPTING THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, AND THAT PART LYING NORTH OF SAID RAILROAD);

ALSO, THE NORTHWEST $\frac{1}{4}$ OF SECTION 26;

ALSO, THE WEST $\frac{1}{2}$ OF NORTHEAST $\frac{1}{4}$, AND THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 26;

ALSO, THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 26.

ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS; AND

EXCEPTING THE FOLLOWING DESCRIBED PARCELS:

PARCEL ONE: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 1,000.68 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 10 SECONDS WEST, 50.90 FEET; THENCE SOUTH 54 DEGREES 00 MINUTES 47 SECONDS EAST 86.47 FEET; THENCE SOUTH 71 DEGREES 57 MINUTES 14 SECONDS EAST 86.08 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 50 SECONDS EAST 136.53 FEET; THENCE NORTH 71 DEGREES 14 MINUTES 50 SECONDS EAST 118.47 FEET; THENCE NORTH 68 DEGREES 59 MINUTES 44 SECONDS EAST 203.19 FEET; THENCE NORTH 22 DEGREES 41 MINUTES 38 SECONDS WEST 120.14 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 183.00 FEET, HAVING A CHORD BEARING OF NORTH 35 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 54 MINUTES 05 SECONDS EAST 200.20 FEET; THENCE SOUTH 17 DEGREES 05

05 MINUTES 55 SECONDS EAST 120.00 FEET; THENCE SOUTH 42 DEGREES 54 MINUTES 00 SECONDS WEST 31.14 FEET; THENCE SOUTH 16 DEGREES 05 MINUTES 36 SECONDS EAST 134.00 FEET; THENCE SOUTH 50 DEGREES 08 MINUTES 23 SECONDS EAST 120.00 FEET; THENCE NORTH 86 DEGREES 27 MINUTES 30 SECONDS EAST 120.00 FEET; THENCE NORTH 57 DEGREES 43 MINUTES 51 SECONDS EAST 214.08 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 21 SECONDS EAST 540.58 FEET; THENCE SOUTH 25 DEGREES 35 MINUTES 58 SECONDS EAST 708.4 FEET; THENCE SOUTH 35 DEGREES 00 MINUTES 31 SECONDS EAST 65.47 FEET; THENCE SOUTH 44 DEGREES 10 MINUTES 57 SECONDS EAST 72.40 FEET; THENCE SOUTH 64 DEGREES 42 MINUTES 47 SECONDS EAST 64.36 FEET; THENCE SOUTH 66 DEGREES 58 MINUTES 08 SECONDS EAST 73.75 FEET; THENCE SOUTH 76 DEGREES 39 MINUTES 16 SECONDS EAST 77.11 FEET; THENCE SOUTH 79 DEGREES 26 MINUTES 36 SECONDS EAST 100.20 FEET; THENCE SOUTH 80 DEGREES 07 MINUTES 17 SECONDS EAST 92.11 FEET; THENCE SOUTH 59 DEGREES 22 MINUTES 53 SECONDS EAST 344.42 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 82 DEGREES 17 MINUTES 21 SECONDS EAST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 469.00 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 12 MINUTES 05 SECONDS EAST, A DISTANCE OF 559.84 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 17 DEGREES 22 MINUTES 40 SECONDS WEST 84.0 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 293.00 FEET, HAVING A CHORD BEARING OF NORTH 34 DEGREES 54 MINUTES 28 SECONDS WEST, A DISTANCE OF 274.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 417.00 FEET, HAVING A CHORD BEARING OF NORTH 32 DEGREES 17 MINUTES 23 SECONDS WEST, A DISTANCE OF 294.24 FEET TO A POINT OF TANGENCY; THENCE NORTH 12 DEGREES 08 MINUTES 49 SECONDS WEST 90.00 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 510.00 FEET; THENCE NORTH 12 DEGREES 08 MINUTES 49 SECONDS WEST 125.00 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 139.00 FEET; THENCE SOUTH 12 DEGREES 08 MINUTES 49 SECONDS EAST 120.00 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 146.12 FEET; THENCE NORTH 78 DEGREES 22 MINUTES 13 SECONDS EAST 12.59 FEET; THENCE NORTH 82 DEGREES 47 MINUTES 44 SECONDS EAST 95.00 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 22 SECONDS EAST 95.00 FEET; THENCE SOUTH 82 DEGREES 14 MINUTES 51 SECONDS EAST 100.56 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 00 SECONDS EAST 120.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 06 DEGREES 41 MINUTES 52 SECONDS EAST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 883.00 FEET, HAVING A CHORD BEARING OF SOUTH 36 DEGREES 47 MINUTES 21 SECONDS EAST, A DISTANCE OF 107.88 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 43 MINUTES 26 SECONDS EAST 767.19 FEET; THENCE EASTERLY ALONG THE PIPELINE EASEMENT GRANTED TO ANR PIPELINE COMPANY (FORMERLY MICHIGAN WISCONSIN PIPELINE COMPANY) ACCORDING TO DOCUMENT NUMBER 90K10272, AND DOCUMENT NUMBERS 629184, 807867, AND 1120073; THENCE SOUTH 84 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY LINE OF THE PIPELINE EASEMENT A DISTANCE OF 1,417.19 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 76 DEGREES 19 MINUTES 30 SECONDS WEST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 385.00 FEET, HAVING A CHORD BEARING OF SOUTH 81 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 108.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80 DEGREES 47 MINUTES 31 SECONDS WEST 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 465.00 FEET, HAVING A CHORD BEARING OF SOUTH 83 DEGREES 14 MINUTES 41 SECONDS WEST, A DISTANCE OF 106.26 FEET;

TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 20.86 ACRES, MORE OR LESS; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO: THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER OF SECTION 26 A DISTANCE OF 437.92 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS WEST 205.30 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 50 SECONDS EAST 265.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 467.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 58 MINUTES 28 SECONDS EAST, A DISTANCE OF 157.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 29 DEGREES 37 MINUTES 28 SECONDS EAST 24.77 FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 590.00 FEET, HAVING A CHORD BEARING OF SOUTH 85 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 37.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS EAST 70.99 FEET TO THE PLACE OF BEGINNING; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

Common Address: Located along IL 72, east of Runge Road, south of the IC&M railroad tracks both north and south of IL 72, in the Village; otherwise comprising the territory designated as the Tuscany Woods Subdivision in the Village of Hampshire, Kane County, Illinois.

LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION
TERRITORY LYING OUTSIDE OF UNIT 1
(SOMETIMES REFERRED TO AS "UNIT 2")

THAT PART OF SECTIONS 26 AND 23, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING; ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 1313.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG SAID WEST LINE, 1326.74 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1104.86 FEET TO THE SOUTH LINE OF THAT PROPERTY CONVEYED ACCORDING TO DOCUMENT NUMBER 2006K007545; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE, 1916.50 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545; THENCE NORTH 00 DEGREES 03 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545, 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1240.5 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 5751.33 FEET (CHORD BEARING SOUTH 83 DEGREES 20 MINUTES 37 SECONDS EAST AND ARC LENGTH OF 1326.15 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE, 674.29 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 660.04 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 16 MINUTES 58 SECONDS EAST ALONG SAID EAST LINE, 1416.21 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST ALONG SAID SOUTH LINE, 661.32 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST ALONG SAID WEST LINE, 1265.32 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 1000.33 FEET TO THE EAST LINE OF TUSCANY WOODS UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2006K139816; THENCE NORTH 04 DEGREES 30 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE, 50.14 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, 1380.86 FEET TO THE NORTHEAST CORNER OF SAID TUSCANY WOODS; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, 754.24 FEET TO THE EAST LINE OF ROMKE ROAD AS DEDICATED BY SAID DOCUMENT NUMBER 2006K139816; THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST, 141.57 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING NORTH 44 DEGREES 47 MINUTES 51 SECONDS EAST AND ARC LENGTH OF 604.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST, 409.15 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 305.00

FEET, CHORD BEARING NORTH 83 DEGREES 32 MINUTES 49 SECONDS EAST AND ARC LENGTH OF 101.46 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 04 SECONDS EAST, 84.37 FEET TO THE NORTH LINE OF SAID ROMKE ROAD; THENCE WESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING SOUTH 01 DEGREES 43 MINUTES 57 SECONDS EAST AND ARC LENGTH OF 108.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, CHORD BEARING SOUTH 14 DEGREES 07 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 730.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 141.57 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 554.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 310.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 285.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 55 MINUTES 33 SECONDS WEST, 247.96 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 321.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 07 MINUTES 51 SECONDS WEST, 263.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 590.00 FEET, CHORD BEARING SOUTH 64 DEGREES 01 MINUTES 34 SECONDS WEST AND ARC LENGTH OF 530.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38 DEGREES 15 MINUTES 18 SECONDS WEST, 800.46 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, CHORD BEARING SOUTH 64 DEGREES 00 MINUTES 14 SECONDS WEST AND ARC LENGTH OF 233.69 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 10 MINUTES 10 SECONDS WEST, 246.72 TO THE POINT OF BEGINNING, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

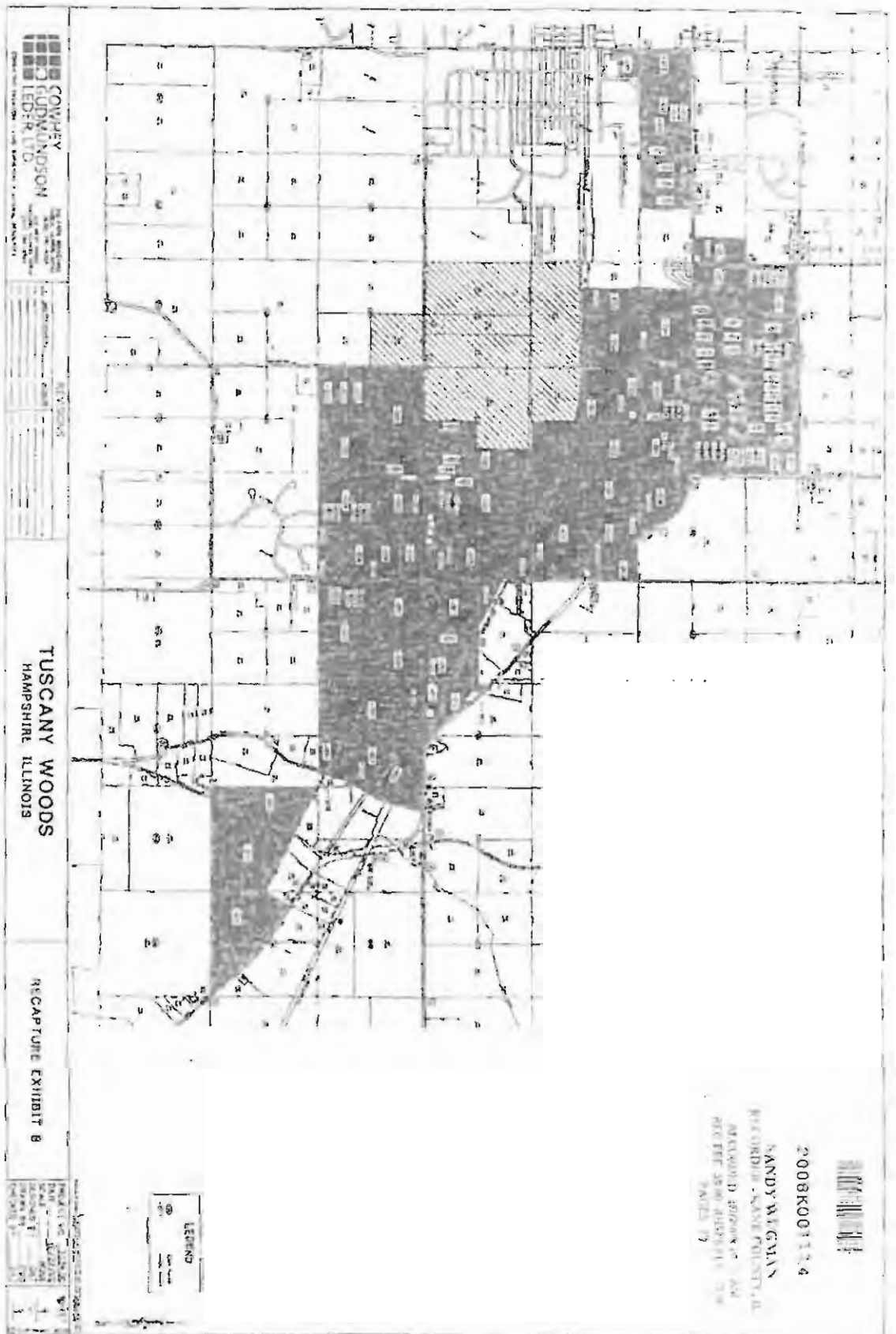
AND ALSO THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PINS: 01-23-300-006; 01-23-400-007; 01-26-100-015;
01-26-100-016; 01-26-200-013; 01-26-300-004;
01-26-100-009.

Common Address: That part of the Tuscany Woods Subdivision lying outside of Unit 1 thereof as platted by Dec. No. 2006K139816, in the Village of Hampshire, Kane County, Illinois.

EXHIBIT B

MAP IDENTIFYING THE BENEFITED PROPERTY



CONWAY GUMINDSON LEDER, LTD.
 1000 N. WILSON ST. SUITE 100
 CHICAGO, ILLINOIS 60642
 TEL: (312) 344-1100
 FAX: (312) 344-1101

TUSCANY WOODS
 HAMPSHIRE, ILLINOIS

RECAPTURE EXHIBIT B

PROJECT NO.	DATE	SCALE	BY	CHKD.
1000	10/1/88	AS SHOWN	J.M.	J.M.
1000	10/1/88	AS SHOWN	J.M.	J.M.
1000	10/1/88	AS SHOWN	J.M.	J.M.

LEGEND
 [Symbol] [Description]

2008K001124
 SANDY MCGINNIS
 RECORDS & MAPS, INC.
 4000 N. WILSON ST. SUITE 100
 CHICAGO, ILLINOIS 60642
 PHONE: (312) 344-1100

TUSCANY WOODS - RECAPTURE EXHIBIT B

EXHIBIT C

THE BENEFITED PROPERTIES LIST

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

TOWNSHIP	SECTION	BLOCK	PARCEL NUMBER	AREA	% OF TOTAL
01	14	300	001	40.00	2.052%
01	14	300	005	17.00	0.872%
01	14	300	007	9.33	0.479%
01	14	300	008	5.90	0.303%
01	14	300	009	7.58	0.389%
01	14	400	009	7.58	0.389%
01	14	400	011	7.58	0.389%
01	14	400	012	7.55	0.387%
01	14	400	013	7.58	0.389%
01	14	400	014	7.59	0.389%
01	14	400	015	1.65	0.085%
01	14	400	017	6.83	0.350%
01	14	400	021	6.27	0.322%
01	14	400	022	6.55	0.336%
01	14	400	024	6.28	0.322%
01	14	400	025	6.01	0.308%
01	14	400	026	4.10	0.210%
01	14	400	027	4.00	0.205%
01	22	100	012	20.00	1.026%
01	22	100	013	1.52	0.078%
01	22	100	014	4.00	0.205%
01	22	100	018	6.00	0.308%
01	22	100	019	1.00	0.051%
01	22	100	020	1.00	0.051%
01	22	100	025	42.78	2.195%
01	22	200	006	0.61	0.031%
01	22	200	008	2.00	0.103%
01	22	200	010	12.00	0.616%
01	22	200	013	19.00	0.975%
01	22	200	016	13.00	0.667%
01	22	200	018	12.39	0.636%
01	22	200	028	1.00	0.051%
01	22	301	001	8.57	0.440%
01	22	301	002	0.65	0.033%
01	23	100	001	40.00	2.052%
01	23	100	004	43.22	2.217%
01	23	100	005	4.22	0.217%
01	23	100	006	6.37	0.327%
01	23	100	008	5.47	0.281%
01	23	100	009	5.80	0.298%
01	23	100	011	5.41	0.278%
01	23	100	012	5.70	0.292%
01	23	100	014	5.52	0.283%
01	23	100	015	5.52	0.283%
01	23	100	016	6.22	0.319%
01	23	100	017	1.53	0.078%
01	23	100	018	1.34	0.069%
01	23	100	019	1.39	0.071%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

01	23	100	020	1.27	0.065%
01	23	100	021	1.54	0.079%
01	23	100	022	1.54	0.079%
01	23	100	023	1.32	0.068%
01	23	100	024	3.30	0.169%
01	23	100	025	1.66	0.085%
01	23	100	026	1.28	0.065%
01	23	100	027	1.46	0.075%
01	23	100	029	1.91	0.098%
01	23	100	030	3.8	0.195%
01	23	200	006	5.35	0.274%
01	23	200	007	5.07	0.260%
01	23	200	009	6.24	0.320%
01	23	200	010	5.07	0.260%
01	23	200	012	5.06	0.260%
01	23	200	019	2.00	0.103%
01	23	200	020	2.10	0.108%
01	23	200	021	2.00	0.103%
01	23	200	022	2.12	0.103%
01	23	200	023	2.00	0.103%
01	23	200	024	2.00	0.103%
01	23	200	026	4.30	0.221%
01	23	200	027	5.40	0.277%
01	23	200	028	2.20	0.113%
01	23	200	029	2.00	0.103%
01	23	200	030	2.00	0.103%
01	23	200	031	2.00	0.103%
01	23	200	032	2.20	0.113%
01	23	200	033	2.00	0.103%
01	23	200	034	2.00	0.103%
01	23	200	038	1.13	0.058%
01	23	200	039	3.70	0.190%
01	23	200	040	5.35	0.274%
01	23	200	041	35.79	1.836%
01	23	200	042	32.23	1.654%
01	23	200	043	6.81	0.349%
01	23	276	001	1.64	0.084%
01	23	276	002	1.44	0.074%
01	23	300	002	18.97	0.973%
01	23	300	003	39.57	2.030%
01	23	300	005	2.21	0.113%
01	23	400	002	40.00	2.052%
01	23	400	003	67.45	3.461%
01	23	400	005	7.45	0.382%
01	23	400	005	1.95	0.100%
01	24	100	005	0.77	0.040%
01	24	100	006	33.93	1.741%
01	24	300	002	30.46	1.563%
01	24	300	003	15.98	0.820%
01	24	300	004	1.54	0.079%
01	24	300	006	4.42	0.227%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

01	24	300	007	24.25	1.244%
01	24	300	008	79.76	4.092%
01	24	300	009	0.28	0.014%
01	25	100	001	67.68	3.472%
01	25	100	003	1.00	0.051%
01	25	100	004	1.24	0.064%
01	25	100	007	1.71	0.088%
01	25	100	008	1.00	0.051%
01	25	100	009	7.97	0.409%
01	25	100	010	64.19	3.293%
01	25	100	011	8.26	0.424%
01	25	100	012	1.74	0.089%
01	25	200	006	8.70	0.446%
01	25	200	007	39.98	2.051%
01	25	200	012	8.56	0.439%
01	25	200	013	20.71	1.063%
01	25	300	001	2.00	0.103%
01	25	300	002	38.00	1.950%
01	25	300	004	55.00	2.822%
01	25	300	007	1.00	0.056%
01	25	300	008	22.34	1.146%
01	25	300	009	16.57	0.850%
01	25	376	001	1.25	0.064%
01	25	376	002	1.65	0.085%
01	25	376	003	1.58	0.081%
01	25	376	004	2.05	0.105%
01	25	377	004	1.25	0.064%
01	25	377	006	1.4	0.072%
01	25	377	007	1.27	0.065%
01	25	377	008	1.19	0.061%
01	25	378	001	1.92	0.099%
01	25	378	004	1.68	0.086%
01	25	378	005	1.61	0.083%
01	25	378	006	1.61	0.083%
01	25	378	007	2.50	0.128%
01	25	400	001	40.00	2.052%
01	25	400	002	40.00	2.052%
01	25	400	003	80.00	4.105%
01	26	200	002	8.15	0.418%
01	26	200	003	36.73	1.885%
01	26	200	005	9.93	0.509%
01	26	200	006	5.19	0.266%
01	26	400	002	40.00	2.052%
01	26	400	004	7.58	0.389%
01	26	400	005	72.42	3.716%
01	26	400	006	15.32	0.786%
01	26	400	008	7.49	0.384%
01	26	400	009	17.19	0.882%
02	30	100	003	1.57	0.081%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

02	30	100	011	5.38	0.276%
02	30	100	012	13.56	0.696%
02	30	100	015	3.75	0.192%
02	30	100	016	0.38	0.019%
02	30	300	001	80.67	4.139%
02	30	300	002	15.41	0.791%
02	30	300	003	0.17	0.009%
02	30	300	007	44.26	2.272%
02	30	300	008	0.64	0.033%
02	30	300	010	9.35	0.480%
02	31	200	009	41.48	2.128%
02	31	200	010	75.13	3.855%
02	32	100	002	20.5	1.052%
02	32	100	015	51.1	2.622%
		TOTAL AREA		1949.05	100.000%

EXHIBIT D
CERTIFIED COSTS - FINAL

April 15, 2014

FIRST SEWER EXPANSION PROJECT - CERTIFIED FINAL COST
EXHIBIT E

DESCRIPTION	AMOUNT
CERTIFIED FINAL COST FOR THE HAMPSHIRE CREEK INTERCEPTOR SEWER	\$ 2,008,262.00
CERTIFIED FINAL COST FOR THE 1.5 MGD WWTF EXPANSION	\$ 1,408,908.48
TOTAL CERTIFIED COST	\$ 3,417,170.48

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

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

THE ABOVE SPACE FOR RECORDER'S USE

AMENDMENT TO
RECAPTURE AGREEMENT FOR THE FIRST WATER EXPANSION PROJECT
BETWEEN PHI-HAMPSHIRE, INC., AN ILLINOIS CORPORATION
AND THE VILLAGE OF HAMPSHIRE

THIS AMENDMENT TO RECAPTURE AGREEMENT ("Amendment") is made and entered into as of _____, 2014, by and between PHI-HAMPSHIRE, INC., an Illinois corporation ("PHI"), successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, and the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation, located in Kane County, Illinois (the "Village").

This Amendment is joined by Tuscany Woods Holdings, Inc. ("TWHI"), an Illinois corporation, as the current title holder to the property designated as Unit 1 of the Tuscany Woods Subdivision, as more fully set forth in the Recitals below. TWHI, together with PHI-Hampshire, Inc. above, are referred to herein as "Developers." Developers and the Village are hereinafter individually referred to as a "Party" and collectively as the "Parties."

This Amendment is made to include the additional costs incurred in construction of the First Water Expansion Project in the Village (as hereinafter defined).

RECITALS

A. PHI-Hampshire, Inc., an Illinois corporation, is the successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company.



B. Developer and the Village have previously entered into the Tuscany Woods Development Agreement ("Development Agreement") dated September 2, 2004, concerning the Tuscany Woods Development.

C. Subsequently, a portion of the Tuscany Woods Subdivision was transferred to a separate entity; was platted as "Unit 1" of the Subdivision; and was the subject of a foreclosure action which has resulted in title to Unit 1 currently being held by Tuscany Woods Holdings, Inc.

D. The Subdivision consists of real estate consisting of approximately 409.8 acres; Unit 1 and the remainder of the territory in the Subdivision are legally described as set forth on Exhibit "A," attached hereto and incorporated herein by this reference.

E. For purposes of convenience, the territory described on Exhibit "A" as the territory outside of Unit 1 will be referred to herein as "Unit 2."

F. For purposes of convenience, PHI-Hampshire, Inc. and Tuscany Woods Holdings, Inc. (together with their predecessors in title) will be referred to herein as "Developers."

G. Pursuant to the Development Agreement, Developer was required to fund the costs for the First Water Expansion Project.

H. Pursuant to the terms of the Development Agreement, Developer was to receive credit for the costs incurred for the First Water Expansion Project and was to be allowed to recapture any excess costs incurred by means of a recapture agreement with the Village.

I. The First Water Expansion Project will benefit other properties in the area. Pursuant to the Development Agreement, Developers are entitled to recapture amounts paid for the First Water Expansion Project in excess of the credits Developers received for pre-paying the water fees and water connection fees otherwise due to the Village in regard to the

development of the Tuscany Woods Subdivision.

J. In reliance on the Village's covenants, agreement and representations contained in this Amendment and in the Development Agreement, Developers have incurred substantial costs in funding the construction of the First Water Expansion Project.

K. Recapture due under this Amendment shall be based upon the total amount of Final Certified Cost for the First Water Expansion Project, less the credit for Sewer Impact Fees and Sewer Connection fees due in relation to the improvements in the Subdivision.

L. The amount so calculated shall be collected by the Village from the owners of properties benefited by such improvements, in accordance with the terms of this Agreement.

M. The planned growth of the Village and the health, safety and welfare of the residents of the Village has been furthered by construction of the Hampshire Creek Interceptor Sewer.

N. The Parties are entering into this Amendment pursuant to: (a) the authority granted in Division 5 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9-5-1 and 5/9-5-2, (b) the authority granted in the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and of Act 220 of Chapter 5 of the Illinois Compiled Statutes (5 ILCS 220/1 *et seq.*; (c) the Village's general police powers; and (d) the provisions of the Development Agreement.

O. The Village has adopted and shall adopt the necessary ordinances required by state statute to approve this Amendment and to authorize the payment of the Recapture Amounts.

O. Each of the Developers have separately entered into a certain agreement with the Village, titled "Amended and Restated Development Agreement," dated April 17, 2014,

respectively, which amended agreements include terms and provisions relating to the recapture rights described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The foregoing recitals are material to this Amendment and are expressly incorporated into and made a part of this Amendment as fully as though set forth in their entirety in this Paragraph 1. The Parties acknowledge the accuracy and truth of the foregoing recitals.

2. Definitions.

(a) "Benefited Property" refers to the properties identified on the map Identifying the Benefited Properties attached hereto as Exhibit "B" and on the PIN list of the Benefited Properties, attached hereto as Exhibit "C".

(b) "Certified Cost-Partial" refers to the cost incurred by Developer prior to December 31, 2006, and memorialized in a Recapture Agreement dated December 13, 2007, and recorded with the Office of the Kane County Recorder on January 7, 2007 as Document number 2008K001115. The Certified Cost-Partial was approved and certified by the Village as a portion of the total final costs for construction of First Water Expansion Project, including the portion of the Hampshire Creek Interceptor Sewer for which Developers bore responsibility. The Certified Cost-Partial is Two Hundred Eighty Six Thousand Eight Hundred Ninety Four and 44/100 (\$286,894.44) Dollars as of December 31, 2006.

(c) "Certified Cost-Final" refers to the amount certified by the Village Engineer as the final actual cost incurred by Developers for the First Water Expansion Project. The Certified Cost-Final includes the Certified Cost-Partial and the additional costs thereafter incurred by

Developers and totals _____
(\$ _____) Dollars, as specified on Exhibit "D."

(d) "Connection" or "Connecting" refers to the earlier to occur of approval by the Village of a Final Plat of Subdivision for all or any portion of a Benefited Property; or issuance by the Village of a building permit for the first residential unit on the Benefited Property. It is the parties' intent to construe this provision in a manner most favorable to the Developers collecting the recapture at the earliest possible date.

(e) "Connection and Impact Fees" refers to the Sanitary Sewer connection fees and the wastewater treatment impact fees described in the Development Agreement (See Exhibit D to said Development Agreement).

(f) "Date of Completion" refers to the date the Village determines that the First Water Expansion Project, is complete and operational.

(g) "Developers" refers to PHI-Hampshire, Inc., an Illinois corporation, and Tuscany Woods Holding, Inc., an Illinois corporation.

(h) "Developer(s) of Benefited Property", see definition of "Owner(s) of Benefited Property" below.

(i) "Developers' Property" refers to the approximate 409.8 acres generally known as the "Tuscany Woods Subdivision" in the Village of Hampshire.

(j) "Development Agreement" means the Development Agreement by and between PHI-Hampshire, LLC and the Village of Hampshire, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704.

(k) "First Water Expansion Project" refers to the sewer improvements described in the Development Agreement.

(l) "Final Plat Approval" refers to the adoption of the appropriate resolution or ordinance by the Corporate Authorities approving a Final Plat of Subdivision, a final development plan, or a comparable type of plat or plan.

(m) "Final Plat of Subdivision" refers to the term and process set forth in Chapter 7 of the Village of Hampshire Municipal Code, as amended from time to time.

(n) "Owner(s) of Benefited Property" refers to the record title holders of property identified on the maps identifying the Benefited Properties, Exhibit "B," and on the Benefited Properties List, Exhibit "C."

(o) "Permanent Index Numbers (PIN)" refers to the convention used by the County Recorder's Office for assigning reference numbers for the purpose of identifying parcels of property by township, section, lot and block.

(p) "Population Equivalent" or "PE" refers to the engineering standard utilized for design of waste water and water usage facilities, for purposes of this Amendment, at 100 gallons of water per person per day, for single family residence dwelling units, 3.5 PE, and for condominiums or apartments, 3.0 PE.

(q) "Recapture Amount" refers to the computation set forth in paragraph 5 due and owing from an Owner of a Benefited Property.

(r) "Service Area" refers to the total area of the Developer's Property and Benefited Properties for which the Hampshire Creek Interceptor Sewer has been designed to serve, which is 2,114 acres, as depicted on Exhibit "C."

(s) "Village" refers to the Village of Hampshire.

3. Certified Cost and Certified Capacity.

(a) The Village certifies by this Amendment that the Certified Cost-Final for the First Water Expansion Project is _____ (S_____) Dollars, as set forth in Exhibit "D." This figure includes the costs previously certified by the Village as the Certified Cost-Partial.

(b) The Service Area for the First Water Expansion Project is the area shown on Exhibit "C," and constituting 2,114 acres, more or less.

(c) The Certified Cost-Final of constructing each component of the First Water Expansion Project includes the following:

(i) All engineering costs and expense for preparation of the plans and specifications for each component of the First Water Expansion Project, and any revision thereto, and all other engineering costs and expenses incurred by the Village in designing the First Water Expansion Project;

(ii) The total amounts paid in connection with the construction of each component of the First Water Expansion Project, which shall be verified by the Village Engineer's review of schedules of values, contracts, final waivers of lien, and proofs of payment;

(iii) Any and all permit fees, construction engineering fees paid by Developer, including payments or reimbursements to the Village for review, inspections and/or oversight by the Village Engineer, and payments to any other governmental agencies having jurisdiction over the Benefited Properties, in connection with the construction of each component of the First Water Expansion Project;

(iv) All costs and expenses paid or incurred in connection with the securing of any easements or licenses necessary to the construction, installation, and completion of each component of the First Water Expansion Project;

(v) All costs and expenses paid or incurred by the Village or its contractors in connection with the repair or replacement of each component of the First Water Expansion Project prior to the First Water Expansion Project being certified complete and put in operation; and

(vi) Certain costs incurred by PHI-Hampshire, Inc. and paid to Hampshire East, Inc. in the amount of \$226,206.1 for the WWTF Expansion to 1.5 mgd Capacity project; and certain costs incurred by PHI-Hampshire, Inc. and paid to Hampshire West, LLC in the amount of \$139,270.19 for the cost of construction of a portion of the Hampshire Creek Interceptor Sewer, as described above.

4. **Benefited Properties.**

(a) **Benefited Properties.** Funding of the construction of the First Water Expansion Project by Developers has made it possible for the Village to provide sewer service to Developers' Properties, and to certain properties other than Developers' Properties, in the Village. Such other properties are each referred to herein as a "Benefited Property", and collectively as the "Benefited Properties." The Benefited Properties are identified on Exhibit "B" and Exhibit "C."

(b) **Only Properties on Benefited Properties List Eligible for Service.** Except as otherwise provided herein, only those properties that are identified on Exhibit "C," the Benefited Properties List, are eligible to connect to and secure the benefit of the First Water Expansion Project, unless the Village receives a legally binding written commitment from a Property Owner to be included as a Benefited Property and to pay an appropriate financial contribution in exchange for such property connecting onto and securing the benefit of the First Water Expansion Project. The modification or elimination of Benefited Properties listed on

Exhibit "B" and/or Exhibit "C" shall be approved pursuant to the amendment procedure identified herein in sub-paragraph 4(d).

(c) **Amendment to PIN.** In the event Kane County changes the permanent index number of any of the properties identified on the Benefited Properties List, the Village and the Developer shall cooperate to amend Exhibit "C" to reflect the current and correct PIN.

(d) **Amendments to Benefited Properties with Consent of Developer.** In the event that a property not listed on the Benefited Properties List seeks to connect to or have the benefit of the First Water Expansion Project, the Village shall give Developers fifteen (15) days advance written notice of its intent to serve such property and then, provided the Village secures the required financial commitment from the owner of such property, Developers shall consent to including such property within the Benefited Properties, unless the inclusion of such property will diminish Developer's reserved capacity.

(e) **Reservation of Capacity to Serve Tuscany Woods and Permit Developer to Recover Recapture.** The Village agrees to reserve at all times sufficient capacity in the First Water Expansion Project, to permit Developers' Properties to be served by the First Water Expansion Project, and to permit PHI-Hampshire to recover all Recapture Amounts due Developers.

5. **Recapture Amount Due From Owners of Benefited Properties.**

(a) **Allocation of Certified Costs.** The Certified Cost - Final shall be allocated between and among Developers, as developers of the Tuscany Woods Subdivision, and the Owners of the Benefited Properties, as follows:

(i) Developers shall be reimbursed on a cost per PE basis.

(ii) The total PE of the First Water Expansion is 7,500 PE; 2,234.5 PE is needed to serve the Tuscany Woods Subdivision. The balance of PE available for use by Owners of Benefited Properties is equal to 5,265.5 PE.

(iii) The Recapture Amount for each Benefited Property shall therefore be determined according to the following formula:

a. From the sum of the water supply and storage impact fees plus the water connection fees due from Developer for Tuscany Woods, subtract the amount of water supply and storage impact fees plus water connection fees credited to the costs incurred by Developer for the design, permitting for and construction of the First Water Expansion; and

b. From the Certified Cost-Final subtract the result from sub-paragraph (a) above, arriving at Net Recapturable Costs; and

c. From the Net Capacity of the First Water Expansion, subtract the capacity assigned and reserved to Tuscany Woods under the Development Agreement, to wit: 2,234.5 PE, arriving at Balance of PE in the First Water Expansion = 5,265.5 PE; and

d. Divide the Net Recapturable Costs (b above) by the Balance of PE in the First Water Expansion (5,265.5 PE, per c above) to arrive at Cost per PE; and

e. Multiply the PE for the Benefited Property by the Cost per PE (d above) to arrive at the Recapture Amount.

(iv) The Village agrees to require the Owner of a Benefited Property to pay its recapture obligation at the rate determined in accordance with the formula set forth in this Paragraph 5.

(b) **Time of Payment of Recapture Amount.** The Village shall require the Owner of any Benefited Property to make full payment of the Recapture Amount due in respect of said property within thirty (30) days after Final Plat approval. In no event shall the Village permit a Benefited Property to connect to or use the First Water Expansion Project, until the Owner of the Benefited Property has made full payment of the Recapture Amount due.

(c) **Payment of Interest on Recapture Amount.** In addition to payment of the Recapture Amount, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay simple interest ("Interest") as to the amount due, which interest shall be calculated at the Prime rate of interest per annum (as established by Northern Trust Bank on May 1 of each calendar year after the effective date of this Amendment) said rate to continue in

effect until the next following April 30, computed from the Date of Acceptance of the improvements to the date of payment.

(d) Payment of Administrative Fee. In addition to payment of the Recapture Amount and Interest, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay an Administrative Fee to the Village, at the rate of 3% of the sum of the Recapture Amount and Interest due. The Administrative Fee shall be paid at the time of payment of the Recapture Amount and Interest.

(e) Satisfaction of Recapture Obligations. Once the Developers' recapturable portion of the Certified Cost-Final, together with accrued Interest, has been fully paid to PI II-Hampshire, the Village shall not be required to pay any further Recapture Amount(s) to Developer.

(e) Developers Not Liable to Pay Recapture Amounts. Developers shall not be required to pay any Recapture Amount, Interest, or Administrative Fee to the Village in regard to or as a result of connection to the First Water Expansion Project.

(f) Village Cooperation. The Village shall use its best efforts to include in any annexation agreement or pre-annexation agreement entered into after the date of this Amendment with any Owner of a Benefited Property, a requirement that said Owner shall pay the Recapture Amount, Interest and Administrative Fee provided for herein, and shall waive any right to contest both the legality or enforceability of this Amendment and/or his obligation to pay such Recapture Amount, Interest and/or Administrative Fee.

6. Right to Connect.

(a) The Owners of all Benefited Properties may be permitted to connect to the First Water Expansion Project, and to extensions thereto, provided capacity is available and provided they shall have first paid to the Village:

- (i) any Recapture Amount charged to the property in question;
- (ii) all Interest then due in connection with payment of said Recapture Amount; and
- (iii) the Village Administrative Fee.

7. Collection Agent; Collection and Payment of Recapture Amounts, Interest, and Administrative Fees. The Village shall act as collection agent for the Recapture Amounts, Interest and Administrative Fees that are payable under the terms of this Agreement. When it has received any Recapture Amount, Interest, and Administrative Fee in proper amount, the Village shall within 30 days of receipt of same, and pursuant to Paragraph 5(e) of the Amended and Restated Development Agreement for Unit 2, dated April 17, 2014, and Paragraph 5(f) of the Amended and Restated Development Agreement for Unit 1, dated April 17, 2014, pay over to PHI-Hampshire, Inc. any and all Recapture Amount(s) and any Interest collected. The Village shall retain the Administrative Fee.

8. Limitation on Village's Obligations to Deliver Recapture Amounts and Interest to Developer. The Village's obligation to deliver over to PHI-Hampshire any Recapture Amounts and Interest collected from Owners of the Benefited Properties constitutes a limited obligation of the Village payable solely from amounts received by the Village from or on behalf of such Owners. Said obligation does not now and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the Village from liability in the event of willful or intentional failure to perform the duties assumed by it hereunder as collection agent; provided, Developers shall notify the Village promptly after first discovering any such failure.

9. Indemnification and Hold Harmless. The Village and its officers, employees

and agents shall make all reasonable efforts to make the aforesaid collections, for each Benefited Parcel, but neither the Village nor any of its officials, employees or agents shall be liable in any manner for any failure to make such collections. PHI-Hampshire shall hold harmless the Village, its officers, employees, and agents from the failure to collect said sums. In any event, however, PHI-Hampshire and/or the Village may sue any Benefited Owner owing any Recapture Amount hereunder for collection thereof, and in the event PHI-Hampshire initiates a collection suit, the Village agrees to reasonably cooperate with its attempts, by allowing free and full access to the Village's books and records pertaining to the development of any Benefited Parcel, and the collection of any Recapture Amounts related thereto.

In the event that the Village, and/or any of its officers, employees, or agents is made a party defendant in any litigation arising out of or related to this Agreement, PHI-Hampshire shall defend such litigation, including but not limited to the interest of the Village; and shall further release and hold the Village harmless from any judgment entered against PHI-Hampshire, Tuscany Woods Holdings, Inc. or the Village, and shall indemnify the Village from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the Village, or any of its officers, employees, or agents.

10. **Term.** This Amendment shall remain in full force and effect until the first to occur of: (a) such time as Developers have fully recaptured all Recapture Amounts and all Interest due hereunder; or (b) the date which is 20 years from the date of this Amendment.

11. **Books and Records.** Developer and the Village shall maintain complete books and records showing Developers' costs, calculated in accordance with generally accepted accounting principles, for construction of the First Water Expansion Project, and the Village shall keep and maintain complete books and records showing Recapture Amounts and Interest collected by it. Maintenance of such books and records by the Village shall be deemed

complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the Village and Developers during normal business hours, upon request being made a reasonable period of time prior thereto.

12. **Notice.** Any notice which any Party hereto may desire or may be required to give to any other Party shall be in writing, and shall either be mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by an overnight courier service (e.g., by Federal Express) to the respective addresses of the Parties set forth below, or sent by telecopy facsimile to the telecopy numbers of the Parties set forth below. Mailed notices shall be deemed given two business days after the mailing thereof; notices delivered by an overnight courier service shall be deemed given the day following their delivery to such service; and faxed notices shall be deemed given as of the date of the transmission, provided the sending FAX machine produces a transaction statement that reflects the date and time of service, the FAX number to: which the notice was transmitted and an acknowledgement from the receiving FAX machine that the transmission has been received. Any such notice may be served by personal delivery thereof to the other Party which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the Village: Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457
Facsimile: (847) 683-4915
Attention: Village Clerk

Copy to: Mr. Mark Schuster
Bazos, Freeman, Kramer, Schuster & Braithwaite L.L.C
1250 Larkin Avenue
Elgin, IL 60140
Facsimile: (847) 742-9777

If to PHI-Hampshire: PHI-Hampshire, Inc.
6860 Frontage Road

Burr Ridge, IL 60527
Facsimile: (630) 455-3021
Attention: Mr. Thomas Small

Copy to: Mr. Thomas Burney
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, IL 60014
Facsimile: (815) 459-8429

If to TWHI: Tuscany Woods Holdings, Inc.
c/o U.S. Bank
Mail Code MK-IL-CMOP
28 West Madison Street
Oak Park, IL 60302
Attn: Ms. Claudia Marciniak

Copy to: Mr. Matthew Klepper
DLA - Piper
302 North LaSalle Street
Suite 1500
Chicago, IL 60601-1293

or to such other address as any Party may, from time to time, designate in a written notice to the other Party.

13. **Successors and Assigns.** This Amendment shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developers who have been designated in writing by Developers as being parties intended to be benefited and burdened by the provisions of this Amendment, and upon successor Corporate Authorities. Notwithstanding anything contained herein to the contrary, Developers may assign their rights and delegate their duties and obligations hereunder. No delegation of Developers' duties and obligations, however, shall relieve Developers of their obligations and liabilities under this Amendment, insofar as the Village is concerned, unless and until the Village has given its written consent to said delegation (which consent shall not be unreasonably withheld if said third party purchaser demonstrates that it is financially responsible, to the Village's satisfaction, to meet its obligations hereunder) and said third party purchaser fully accepts and assumes responsibility,

in writing directed to the Village, for all duties and obligations of Developers relating to the Developers' Properties, or such portion thereof as is being sold. The right of PHI-Hampshire to recapture the Recapture Amounts shall not be affected by a sale, in whole or in part, of the property of PHI-Hampshire. Nothing contained in this Article shall limit or restrict the right of PHI Hampshire to assign to others its right to receive Recapture Amounts and Interest paid under and pursuant to this Amendment.

14. Merger/Amendment. This Amendment contains the entire agreement of the Parties relative to the subject matter hereof. The same may be modified only by a written instrument executed by the Party to be charged. In the event of any inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

15. Remedies.

(a) It is agreed that the Parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Amendment. No action taken by any Party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Amendment or the Development Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amendment shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Amendment, the Party claiming breach shall give prompt written notice of such alleged breach to the other Party and the Party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to the seeking by the Party affected by such default of any remedy provided for herein (provided, however that said 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).

(c) If a Party to this Amendment shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of the default to the defaulting Party, and the defaulting Party shall have failed to cure the default within thirty (30) days after the receipt of the default notice (provided, however, that said 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).

(d) 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 the Party imposed, shall not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such terms, covenants, agreements or conditions, but the same shall continue in full force and effect.

16. No Third Party Beneficiaries. Except as otherwise specified herein, the provisions of this Amendment are for the exclusive benefit of the Village and Developer, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Amendment be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. Captions and Designations/Exhibits. Throughout this Amendment, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Article numbers and caption headings are purely descriptive and shall be disregarded in construing this Amendment. All exhibits to this Amendment are expressly incorporated herein by this reference thereto.

18. **Severability.** If any provision of this Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any other provision contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of Recapture Amounts or Interest payable hereunder exceeds the amount that may be recaptured by PHI-Hampshire under currently existing or subsequently enacted law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the Recapture Amounts and Interest payable may be given force and effect. No Party to this Amendment shall contest the validity or enforceability, or assert the invalidity or unenforceability of any provision of this Amendment.

19. **Further Assurances.** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Amendment, and to aid and assist each other in carrying out such terms and provisions and in furthering the intentions of the Parties as evidenced by such terms and provisions. Specifically, but without limitation, the Village shall enact such resolutions and ordinances and take such other actions as may be necessary or desirable to enable the Village and Developers to comply with and effectuate the terms and provisions hereof and to further the intentions of the Parties as evidenced by the terms and provisions of this Amendment.

20. **Authorizations.** The Parties represent and warrant that the individuals executing this Amendment on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Amendment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized corporate officers all as of the day and year first above written.

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

By: _____
Jeffrey R. Magnussen
President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

**PHI-HAMPSHIRE, INC.,
an Illinois corporation**

By: _____
Its: _____

**TUSCANY WOODS HOLDINGS, INC.,
An Illinois Corporation,**

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Jeffrey R. Magnussen, and Linda Vasquez, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Hampshire, and personally known to me to be the same persons whose names are subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and severally acknowledged that as such Village Mayor and Village Clerk, they signed and delivered said Recapture Agreement, pursuant to authority given by the Board of Trustees of said village, as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of PIII-Hampshire, Inc., an Illinois corporation, successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Recapture Agreement, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS

COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of Tuscany Woods Holdings, Inc. an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Amendment to Recapture Agreement, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

EXHIBIT LIST

Legal Descriptions of Unit 1 and Unit 2 Properties A

Map Identifying the Benefited Properties B

PINs of the Benefited Properties C

Certified Cost - Final D

EXHIBIT A

LEGAL DESCRIPTION
OF TUSCANY WOODS SUBDIVISION
AND UNIT 1 AND THE TERRITORY OUTSIDE OF UNIT 1 ("UNIT 2") PROPERTIES

EXHIBIT B

MAP IDENTIFYING THE BENEFITED PROPERTY

EXHIBIT C

THE BENEFITED PROPERTIES LIST

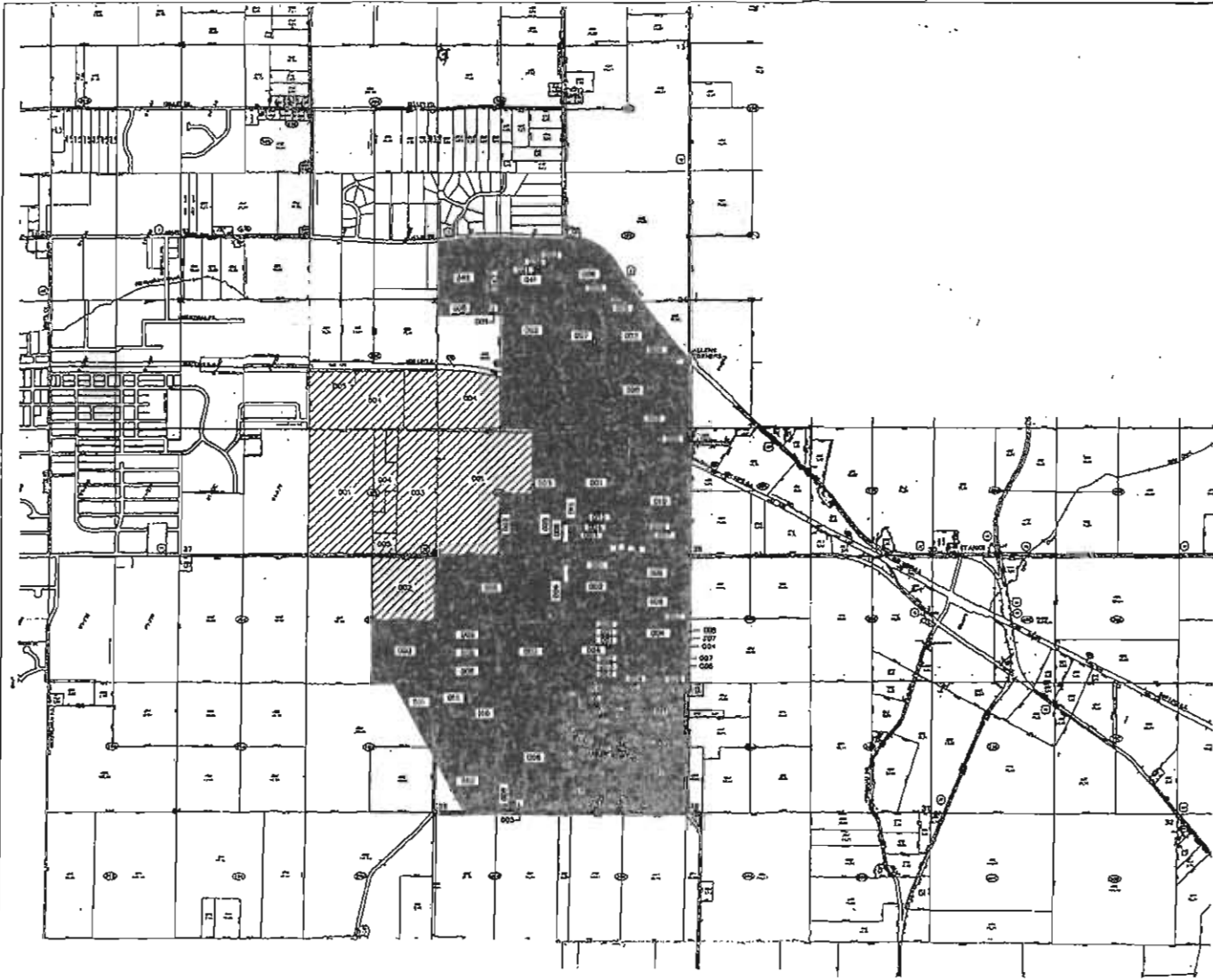
EXHIBIT D

CERTIFIED COSTS - FINAL

Tuscany Woods – Legal Description Exhibit A

A Parcel of Land, being part of the following parcels taken together as a tract:

The South Half of the Southwest Quarter of Section 23 (except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, also except therefrom that part of the following described property lying East of the West line of the South Half of the Southwest Quarter of said Section 23 conveyed to Patricia A. Muscarello by quitclaim deed recorded as document number 91K29093 to wit: A parcel of land located in the South Half of the Southeast Quarter of Section 22 and in the South Half of the Southwest Quarter of Section 23, all being in Township 42 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, more particularly described as follows: Beginning at a point on the East line of said South Half of the Southeast Quarter of Section 22, a distance of 50 feet distant southerly as measured perpendicular to the centerline of the Soo Line Railroad Company's main track; thence Westerly along a line parallel to and 50 feet distant Southerly of said centerline 2,220 feet to a point 900 feet westerly of the East line of the Southwest Quarter of the Southeast Quarter of said Section 22, thence southerly perpendicular to said centerline 100 feet; thence easterly along a line parallel to and 150 feet southerly of said centerline 2,220 feet to the East line of said Section 22; thence northerly along said East line 50 feet; thence easterly along a line parallel to and 100 feet distant southerly as measured perpendicular to said railroad centerline 1,929 feet to a point 600 feet easterly of the West line of the Southeast Quarter of the Southwest Quarter of said Section 23; thence northerly perpendicular to said centerline 50 feet; thence westerly along a line parallel to and 50 feet distant southerly of said centerline to the Point of Beginning); also the Southwest Quarter of the Southeast Quarter of Section 23 (excepting the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and except that part lying North of said railroad) in Township 42 North, Range 6 East of the Third Principal Meridian; also the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the West Half of the Northeast Quarter, and the West Half of the Northeast Quarter of the Northeast Quarter, of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; in the Village of Hampshire, Kane County, Illinois.



2008K001113

SANDY WEGMAN
 RECORDER - KANE COUNTY, IL
 RECORDED: 1/7/2008 10:31 AM
 REC FEE: \$4.00 RHSPS FEE: 10.00
 PAGES: 33

LEGEND

⊙	WATER METER
⊙	PIED NUMBER

COWHEY GUDMUNDSON LEDER, LTD.
 CONSULTING ENGINEERS • LAND SURVEYORS • NATURAL RESOURCES

209 PARK BOWLING GREEN
 DECATUR, ILLINOIS 62521
 (618) 730-9311

171 WEST 35TH
 CHICAGO, ILLINOIS 60610
 (312) 730-9382

REVISIONS

NO.	DATE	DESCRIPTION

TUSCANY WOODS
 HAMPSHIRE, ILLINOIS

WATER
RECAPTURE EXHIBIT B

PROJECT NO.	1324.00	SHEET	1
DATE	11/03/08	OF	1
SCALE	NONE		
DESIGNED BY	DAT		
DRAWN BY	LDW		
CHECKED BY	OAT		

TUSCANY WOODS - WATER RECAPTURE EXHIBIT B

Tuscany Woods - Water Service Areas

November 03, 2006

Exhibit C

TOWNSHIP	SECTION	BLOCK	PARCEL NUMBER	AREA	% OF TOTAL	COST
01	23	200	038	1.13	0.071%	\$346.41
01	23	200	041	35.79	2.243%	\$10,971.61
01	23	200	042	32.23	2.019%	\$9,880.27
01	23	200	043	6.81	0.427%	\$2,087.64
01	23	276	001	1.64	0.103%	\$502.75
01	23	276	002	1.44	0.090%	\$441.44
01	23	300	004	72.74	4.558%	\$22,298.83
01	23	300	005	2.21	0.138%	\$677.49
01	23	400	002	40.00	2.506%	\$12,262.21
01	23	400	004	34.72	2.175%	\$10,643.60
01	23	400	005	7.45	0.467%	\$2,283.84
01	23	400	006	1.95	0.122%	\$597.78
01	24	100	005	0.77	0.048%	\$236.05
01	24	100	006	33.93	2.126%	\$10,401.42
01	24	300	002	30.46	1.909%	\$9,337.67
01	24	300	004	1.54	0.096%	\$472.10
01	24	300	006	4.42	0.277%	\$1,354.97
01	24	300	007	24.25	1.519%	\$7,433.96
01	24	300	008	79.76	4.998%	\$24,450.84
01	24	300	009	0.28	0.018%	\$85.84
01	25	100	001	67.68	4.241%	\$20,747.66
01	25	100	003	1.00	0.063%	\$306.56
01	25	100	004	1.24	0.078%	\$380.13
01	25	100	007	1.71	0.107%	\$524.21
01	25	100	008	1.00	0.063%	\$306.56
01	25	100	009	7.97	0.499%	\$2,443.25
01	25	100	010	64.19	4.022%	\$19,677.78
01	25	100	011	8.26	0.518%	\$2,532.15
01	25	100	012	1.74	0.109%	\$533.41
01	25	300	001	2.00	0.125%	\$613.11
01	25	300	002	38.00	2.381%	\$11,649.10
01	25	300	004	55.00	3.446%	\$16,860.54
01	25	300	007	1.09	0.068%	\$334.15
01	25	300	008	22.34	1.400%	\$6,848.44
01	25	300	009	16.57	1.038%	\$5,079.62
01	25	376	001	1.25	0.078%	\$383.19
01	25	376	002	1.65	0.103%	\$505.82
01	25	376	003	1.58	0.099%	\$484.36
01	25	376	004	2.05	0.128%	\$628.44
01	25	377	004	1.25	0.078%	\$383.19
01	25	377	006	1.4	0.088%	\$429.18
01	25	377	007	1.27	0.080%	\$389.33
01	25	377	008	1.19	0.075%	\$364.80
01	25	378	001	1.92	0.120%	\$588.59
01	25	378	004	1.68	0.105%	\$515.01
01	25	378	005	1.61	0.101%	\$493.55
01	25	378	006	1.61	0.101%	\$493.55
01	25	378	007	2.50	0.157%	\$766.39

Tuscany Woods - Water Service Areas

November 03, 2006

Exhibit C

01	26	100	001	80.00	5.013%	\$24,524.42
01	26	100	003	50.00	3.133%	\$15,327.76
01	26	100	004	25.00	1.566%	\$7,663.88
01	26	100	005	5.00	0.313%	\$1,532.78
01	26	200	001	100.00	6.266%	\$30,655.52
01	26	200	002	8.15	0.511%	\$2,498.43
01	26	200	003	36.73	2.301%	\$11,259.77
01	26	200	005	9.93	0.622%	\$3,044.09
01	26	200	006	5.19	0.325%	\$1,591.02
01	26	300	002	40.00	2.506%	\$12,262.21
01	26	300	003	40.00	2.506%	\$12,262.21
01	26	400	002	40.00	2.506%	\$12,262.21
01	26	400	004	7.58	0.475%	\$2,323.69
01	26	400	005	72.42	4.538%	\$22,200.73
01	26	400	006	15.32	0.960%	\$4,696.43
01	26	400	008	7.49	0.469%	\$2,296.10
01	26	400	009	17.19	1.077%	\$5,269.68
01	35	100	001	14.00	0.877%	\$4,291.77
01	35	200	002	32.61	2.043%	\$9,996.77
01	35	200	005	2.23	0.140%	\$683.62
01	35	200	008	52.51	3.290%	\$16,097.21
01	35	200	009	5.26	0.330%	\$1,612.48
01	35	200	010	52.00	3.258%	\$15,940.87
01	35	200	011	8.00	0.501%	\$2,452.44
01	36	100	003	0.59	0.037%	\$180.87
01	36	100	006	19.26	1.207%	\$5,904.25
01	36	100	007	9.95	0.623%	\$3,050.22
01	36	100	008	9.95	0.623%	\$3,050.22
01	36	100	014	10.73	0.672%	\$3,289.34
01	36	100	015	5.00	0.313%	\$1,532.78
01	36	101	001	1.41	0.088%	\$432.24
01	36	101	002	1.35	0.085%	\$413.85
01	36	101	003	1.34	0.084%	\$410.78
01	36	101	004	2.16	0.135%	\$662.16
01	36	101	005	1.35	0.085%	\$413.85
01	36	101	006	1.52	0.095%	\$465.96
01	36	101	007	4.07	0.255%	\$1,247.68
01	36	101	008	2.41	0.151%	\$738.80
01	36	101	009	1.57	0.098%	\$481.29
01	36	101	010	1.25	0.078%	\$383.19
01	36	101	011	1.26	0.079%	\$386.26
01	36	101	012	1.84	0.115%	\$564.06
01	36	101	013	1.85	0.116%	\$567.13
01	36	101	014	2.19	0.137%	\$671.36
01	36	102	001	1.43	0.090%	\$438.37
01	36	102	002	1.39	0.087%	\$426.11
01	36	102	003	1.38	0.086%	\$423.05
01	36	102	004	1.64	0.103%	\$502.75
01	36	127	001	1.44	0.090%	\$441.44
01	36	127	002	1.26	0.079%	\$386.26

Tuscany Woods - Water Service Areas

November 03, 2006

Exhibit C

2

01	36	127	003	1.60	0.100%	\$490.49
01	36	127	004	1.67	0.105%	\$511.95
01	36	127	005	1.72	0.108%	\$527.27
01	36	127	006	1.87	0.117%	\$573.26
01	36	128	001	1.25	0.078%	\$383.19
01	36	128	002	1.38	0.086%	\$423.05
01	36	128	003	1.82	0.114%	\$557.93
01	36	128	004	1.44	0.090%	\$441.44
01	36	128	005	1.49	0.093%	\$456.77
01	36	128	006	1.66	0.104%	\$508.88
01	36	128	007	1.48	0.093%	\$453.70
01	36	128	008	1.58	0.099%	\$484.36
01	36	128	009	1.32	0.083%	\$404.65
01	36	128	010	1.28	0.080%	\$392.39
01	36	128	011	1.43	0.090%	\$438.37
01	36	129	001	1.36	0.085%	\$416.92
01	36	129	002	1.28	0.080%	\$392.39
01	36	129	003	1.50	0.094%	\$459.83
01	36	129	004	1.24	0.078%	\$380.13
01	36	129	005	1.24	0.078%	\$380.13
01	36	129	006	1.37	0.086%	\$419.98
01	36	151	001	1.34	0.084%	\$410.78
01	36	151	002	1.38	0.086%	\$423.05
01	36	151	003	2.64	0.165%	\$809.31
01	36	151	004	1.69	0.106%	\$518.08
01	36	151	005	1.55	0.097%	\$475.16
01	36	151	006	1.25	0.078%	\$383.19
01	36	151	007	1.27	0.080%	\$389.33
01	36	151	008	1.32	0.083%	\$404.65
01	36	151	009	1.34	0.084%	\$410.78
01	36	151	010	1.43	0.090%	\$438.37
01	36	152	001	1.26	0.079%	\$386.26
01	36	152	002	1.45	0.091%	\$444.51
01	36	152	003	1.55	0.097%	\$475.16
01	36	152	004	1.94	0.122%	\$594.72
01	36	152	005	1.76	0.110%	\$539.54
01	36	152	006	1.36	0.085%	\$416.92
			TOTALS	1,595.98	100.000%	\$489,256.00

THIS INSTRUMENT PREPARED
BY:

Steven H. Goodman
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

This QUITCLAIM DEED, made this ____ day of April, 2014, between TuscanY Woods Holdings, Inc., a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois ("Grantor"), and the Village of Hampshire, an Illinois municipal corporation ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does CONVEY and QUITCLAIM unto the Grantee, and to Grantee's heirs and assigns FOREVER, all the following described real estate, situated in the County of Kane and State of Illinois known and legally described as follows, to wit:

LOTS 1023 AND 1025 IN TUSCANY WOODS UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN KANE COUNTY, ILLINOIS, ON DECEMBER 27, 2006, AS DOCUMENT NO. 2006K139816.

Permanent Real Estate Index Numbers: 01-26-152-003 and 01-26-178-004

Address of real estate: Vacant land in TuscanY Woods Unit 1 subdivision, located at the northwest corner of Runge Road and Illinois Route 72, in Hampshire, Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record and general real estate taxes not yet due and payable.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents on the day and year first above written.

GRANTOR:

TUSCANY WOODS HOLDINGS, INC., an
Illinois corporation

By: _____
Its _____



Amended and Re-Stated Development Agreement
Unit 1

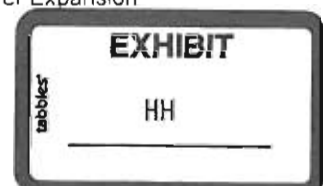
DRAFT
Exhibit KK

HAMPSHIRE	2013							
for 2013	Village /							
Summary / Fees	School	Park	Public Use	Fire	Library	Transport	Cemetery	Totals
Transition	\$ 3,214.78	\$ 292.26	\$ 718.94	\$ 656.68	\$ 99.37	\$ -	\$ -	\$ 4,982.03
2 BR SFR	\$ 323.39	\$ 1,210.20	\$ 484.08	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 4,483.67
3 BR SFR	\$ 1,316.17	\$ 1,739.40	\$ 695.76	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 6,217.33
4 BR SFR	\$ 2,245.82	\$ 2,258.40	\$ 903.36	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 7,873.58
5 BR SFR	\$ 1,741.08	\$ 2,262.00	\$ 904.80	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 7,373.88
1 BR TH	\$ -	\$ 715.80	\$ 286.32	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 3,468.12
2 BR TH	\$ 309.31	\$ 1,194.00	\$ 477.60	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 4,446.91
3 BR TH	\$ 581.88	\$ 1,435.20	\$ 574.08	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 5,057.16
Studio	\$ -	\$ 776.40	\$ 310.56	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 3,552.96
1 BR Apt	\$ 4.56	\$ 1,054.80	\$ 421.92	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 3,947.28
2 BR Apt	\$ 318.44	\$ 1,148.40	\$ 459.36	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 4,392.20
3 BR Apt	\$ 861.79	\$ 1,831.80	\$ 732.72	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 5,892.31
Duplex	Same as TH - based on # of BR's							
	Water	Sewer						Totals
	Connection	Connection						Connection
2 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
3 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
4 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
5 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
1 BR TH	\$ 2,400.00	\$ 2,685.00	---	---	---	---	---	\$ 5,085.00
2 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
3 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
Studio	\$ 2,000.00	\$ 2,190.00	---	---	---	---	---	\$ 4,190.00
1 BR Apt	\$ 2,400.00	\$ 2,685.00	---	---	---	---	---	\$ 5,085.00
2 BR Apt	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
3 BR Apt	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
Duplex	Same as TH - based on # of BR's							

Revised 2013 per direction of Board of Trustees

Notes: To be applied to all development after 2012.
All transition and impact fees to be paid at time of application for certificate of occupancy
Transition and Impact Fees due shall be calculated based on the type of Dwelling Unit applied for.

- a) All Public Use Impact Fees have been paid in full for Unit 1.
- b) School donation are due in cash / not in land.
- c) There is also due an assessment for Emergency Warning Siren Fee = \$75.00 / acre
- d) Park Fee has been satisfied by donation of park site; and by donation of cash = \$1,000 per lot = \$459,000
- e) Water Impact Fees and Connection Fees are credited with costs contributed to First Water Expansion Project = \$_____, and the amount remaining due and owing is equal \$
- f) Sewer Impact Fees and Connection Fees are credited with costs contributed to First Sewer Expansion Project and WWTF Expansion to 1.76 mgd Project, and are paid in full.

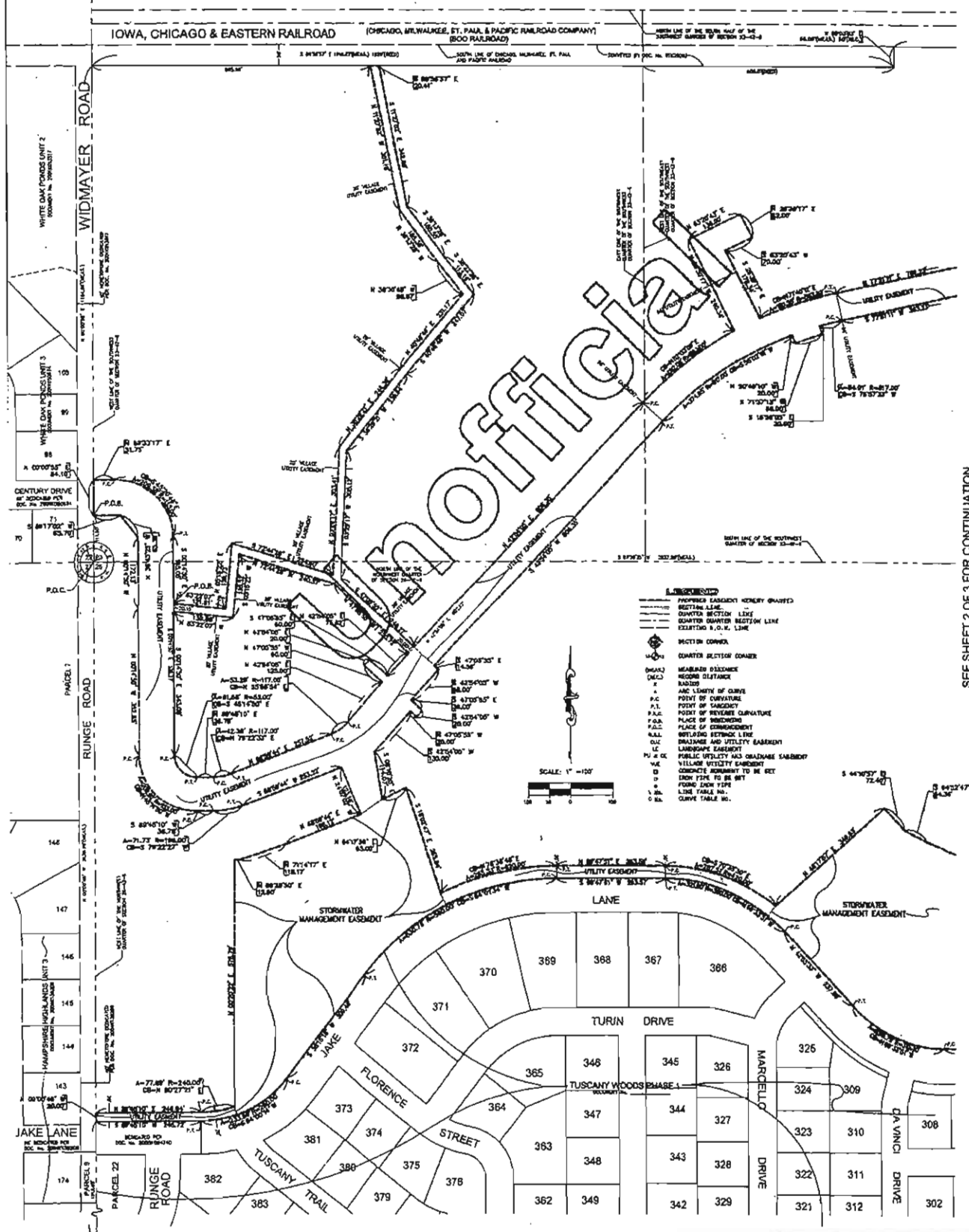


PLAT OF EASEMENT

2006 K078205
Sandy Wegman - Recorder
Kane County, IL
Recorded 12/28/2006 1:04:00 PM
Rec Fee \$36.00 (SFP's Fee) - Parcel 3

P.L.N. 01-23-900-004
P.L.N. 01-23-400-004
P.L.N. 01-23-100-021
P.L.N. 01-28-100-003
P.L.N. 01-28-100-004
P.L.N. 01-28-100-000
P.L.N. 01-28-300-001
P.L.N. 01-28-300-002

BASIS OF BEARING
ABRASED THE WEST LINE OF
THE NORTHWEST QUARTER
OF SECTION 18-48-9 TO BE:
N 00°00'48" W



- LEGEND**
- PROPERTY EASEMENT HERETO GRANTED
 - EASEMENT LINE
 - QUARTER SECTION LINE
 - QUARTER SECTION LINE
 - EXISTING A.O.U. LINE
 - SECTION CORNER
 - QUARTER SECTION CORNER
 - MEASURED DISTANCE
 - RECORD DISTANCE
 - RADIUS
 - ARC LENGTH OF CURVE
 - POINT OF CURVATURE
 - POINT OF SANGUITY
 - P.A.C. PLACE OF BEGINNING
 - P.A.C. PLACE OF REVERSE CURVATURE
 - P.A.C. PLACE OF END/RESUMPTION
 - BELTLINE SETBACK LINE
 - DRAINAGE AND UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - PUBLIC UTILITY GAS CHANGING EASEMENT
 - VILLAGE UTILITY EASEMENT
 - CONCRETE ADJUMENT TO BE SET
 - IRON PIPE TO BE SET
 - FOUND IRON PIPE
 - LINE TABLE NO.
 - CL. CURVE TABLE NO.



SEE SHEET 2 OF 3 FOR CONTINUATION

NOTE
SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTIONS,
PROVISIONS AND CERTIFICATES.

EXHIBIT

II

SHEET 1 OF 3

NOTE:
FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN HEREON,
REFER TO YOUR ABSTRACT, DEED, GUARANTEE POLICY AND LOCAL
ORDINANCES.

COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE
AT ONCE.

WEGMAN
TECHNICAL
CONSULTANTS, INC.
LAND SURVEYORS
WILSONVILLE, IL

PREPARED FOR:
P&H HAMPSHIRE, INC.

OR NO: 255-124 DRAWN BY: JG

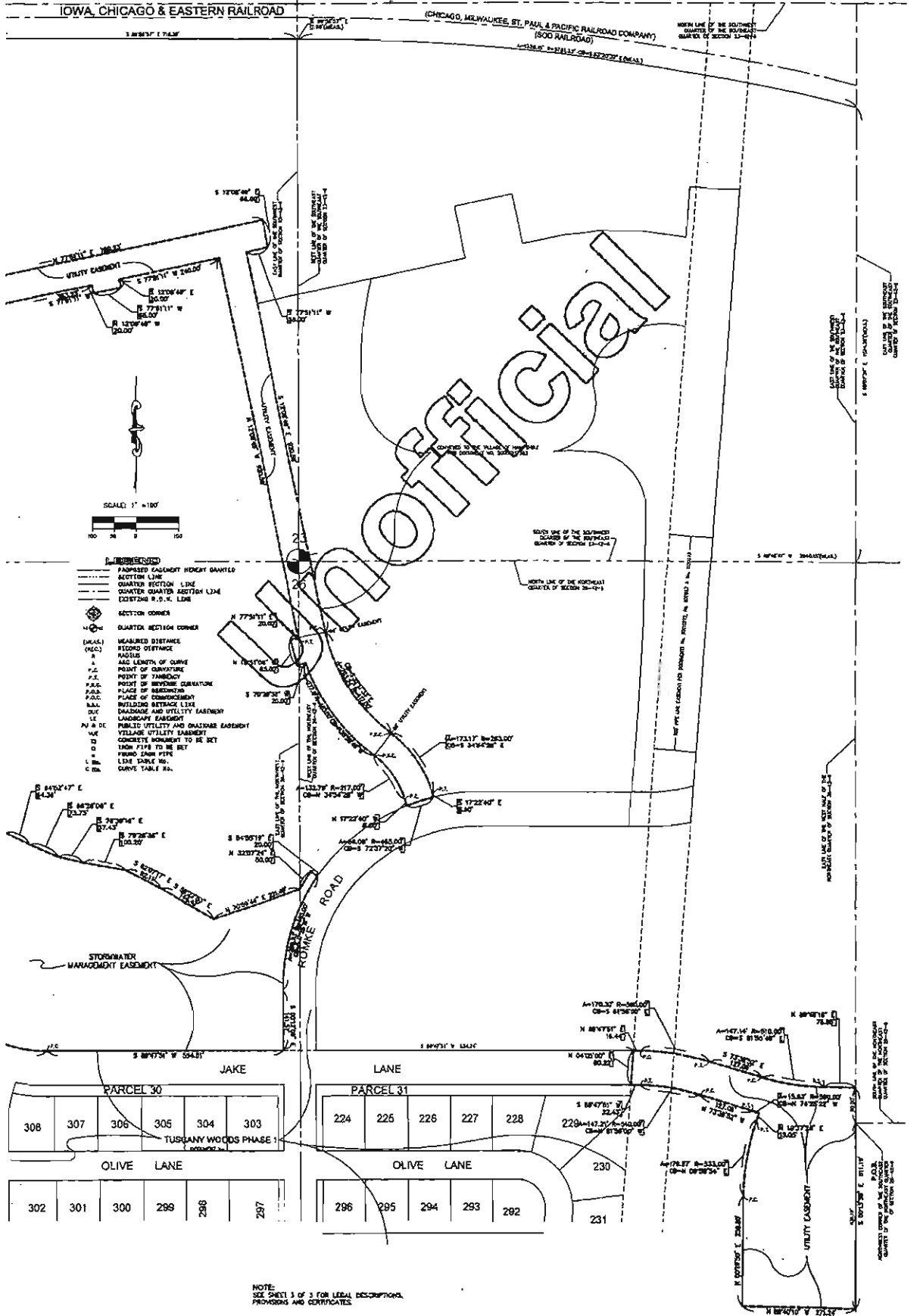
BASIS OF BEARING
 ASSUMED THE WEST LINE OF
 THE NORTHWEST QUARTER
 OF SECTION 36-24-4 TO BE
 N 00°00'48" W

PLAT OF EASEMENT

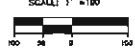
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 Sandy Wagman - Recorder
 Kane County, IL
 Recorded 7/24/2008 12:00pm
 And File: 235, 2008Pw170 Page 3

P.L.N. 01-25-300-004
 P.L.N. 01-25-300-004
 P.L.N. 01-25-300-005
 P.L.N. 01-25-300-005
 P.L.N. 01-25-100-004
 P.L.N. 01-25-100-005
 P.L.N. 01-25-000-001
 P.L.N. 01-25-000-002

PART OF SECTIONS 20 AND 24, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD
 PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.



SEE SHEET 1 OF 3 FOR CONTINUATION



- SYMBOLS**
- EASEMENT
 - EASEMENT HONORARY GRANTED
 - SECTION LINE
 - QUARTER SECTION LINE
 - QUARTER QUARTER SECTION LINE
 - EXISTING R.O.S. LINE
 - SECTION CORNER
 - QUARTER SECTION CORNER
 - MEASURED DISTANCE
 - BEARING
 - RADIUS
 - ARC LENGTH OF CURVE
 - POINT OF QUARTER
 - POINT OF TANGENCY
 - POINT OF BEGINNING OR QUARTER
 - PLACE OF BEGINNING
 - PLACE OF COMMENCEMENT
 - BUILDING SETBACK LINE
 - GASLINE AND UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - PUBLIC UTILITY AND DRAINAGE EASEMENT
 - VILLAGE UTILITY EASEMENT
 - CONCRETE MONUMENT TO BE SET
 - IRON PIPE TO BE SET
 - IRON LAMP PIPE
 - LINE TABLE NO.
 - CURVE TABLE NO.

NOTE:
 SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTIONS,
 PROVISIONS AND CERTIFICATES.

SHEET
 2 OF 3

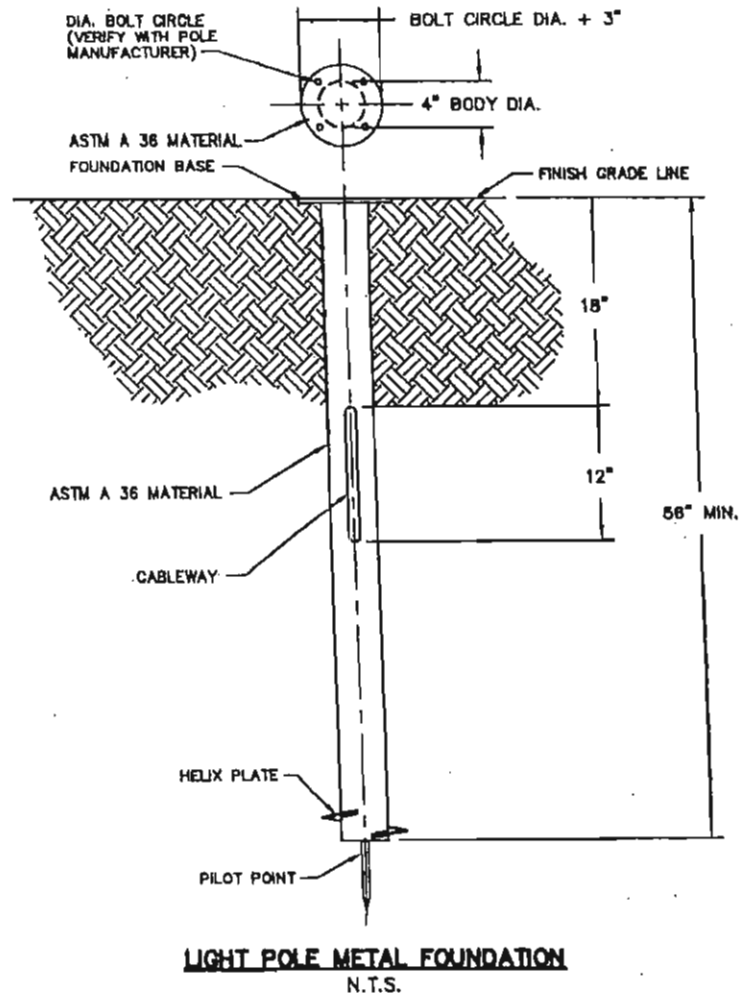
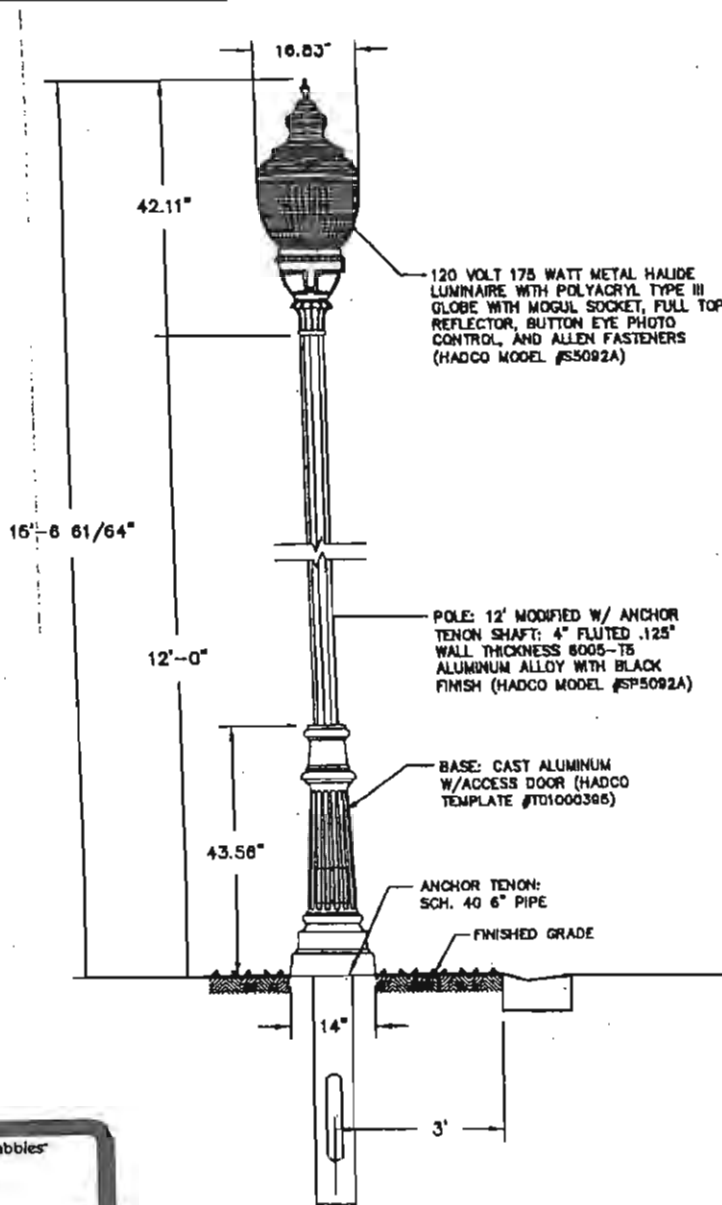
NOTES:

- FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, GUARANTEE POLICY AND LOCAL ORDINANCES.
- COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE AT ONCE.

ADDRESS TECHNICAL CONSULTANTS, INC.
 LAND SURVEYORS
 1000 W. MONROE ST., SUITE 200
 CHICAGO, ILLINOIS 60604

PREPARED FOR:
 PFM LAMPSON INC.
 JOB NO. 285-226 DRAWN BY: JB

DATE	DESCRIPTION	BY
7/21/08	PREPARED	JB
7/21/08	REVISED	JB
7/21/08	REMOVED THOMPSON	JB
7/21/08	REVISED	JB
7/21/08	REVISED	JB



VILLAGE OF HAMPSHIRE

TYPICAL RESIDENTIAL STREET LIGHT DETAIL

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
830/488-8350 phone - 830/488-8380 fax

SCALE:
N.T.S.

DRAWING
NUMBER:

HA008

DRAWN BY:
KKP

DATE:
05/24/04

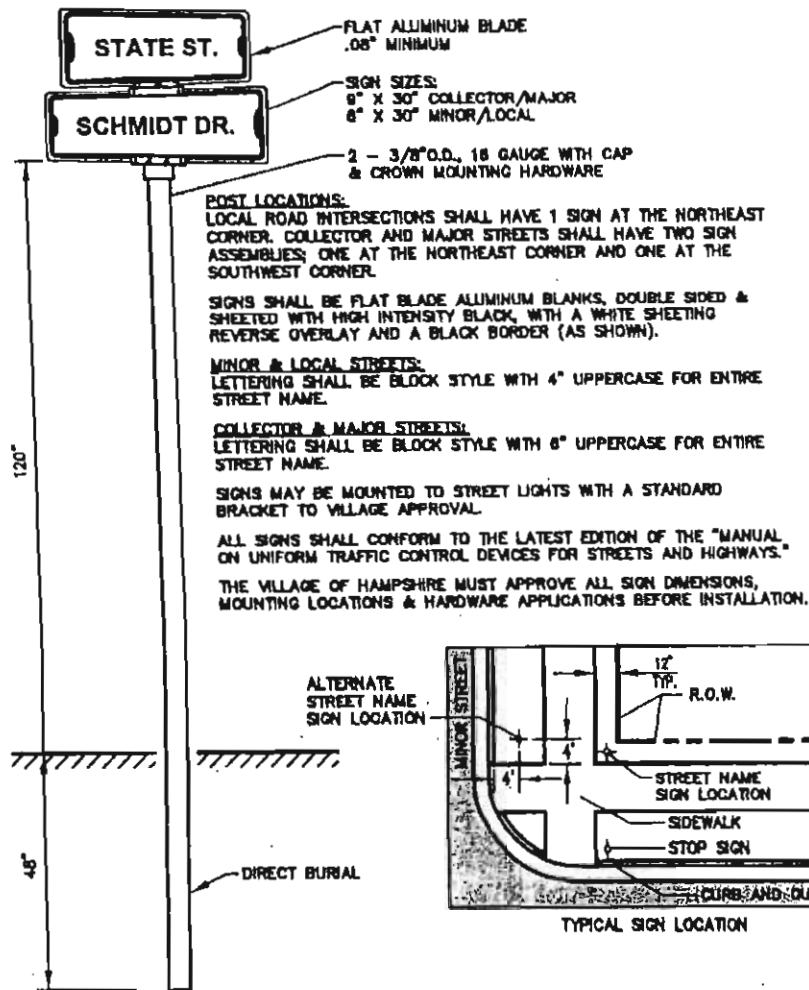
REVISED:
XX/XX/XX



ENGINEERING ENTERPRISES, INC.

EXH. P

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POST LOCATIONS:
 LOCAL ROAD INTERSECTIONS SHALL HAVE 1 SIGN AT THE NORTHEAST CORNER. COLLECTOR AND MAJOR STREETS SHALL HAVE TWO SIGN ASSEMBLIES; ONE AT THE NORTHEAST CORNER AND ONE AT THE SOUTHWEST CORNER.

SIGNS SHALL BE FLAT BLADE ALUMINUM BLANKS, DOUBLE SIDED & SHEETED WITH HIGH INTENSITY BLACK, WITH A WHITE SHEETING REVERSE OVERLAY AND A BLACK BORDER (AS SHOWN).

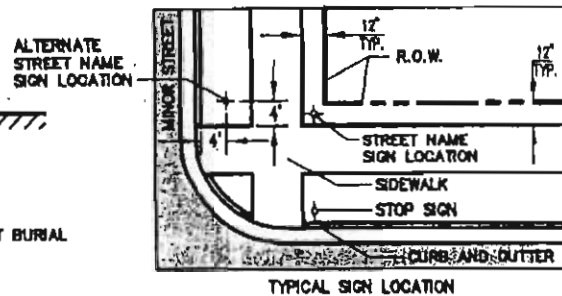
MINOR & LOCAL STREETS:
 LETTERING SHALL BE BLOCK STYLE WITH 4" UPPERCASE FOR ENTIRE STREET NAME.

COLLECTOR & MAJOR STREETS:
 LETTERING SHALL BE BLOCK STYLE WITH 6" UPPERCASE FOR ENTIRE STREET NAME.

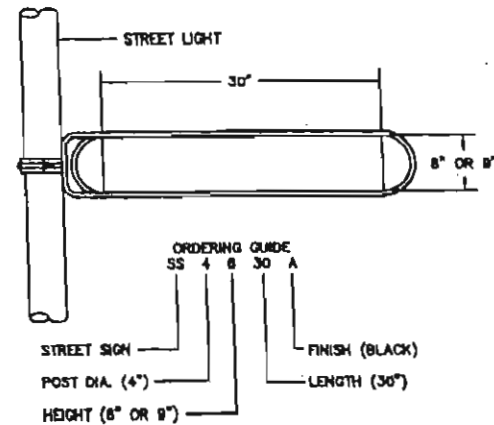
SIGNS MAY BE MOUNTED TO STREET LIGHTS WITH A STANDARD BRACKET TO VILLAGE APPROVAL.

ALL SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."

THE VILLAGE OF HAMPSHIRE MUST APPROVE ALL SIGN DIMENSIONS, MOUNTING LOCATIONS & HARDWARE APPLICATIONS BEFORE INSTALLATION.



STREET SIGN HOLDER*



* FOR STREET SIGNS ATTACHED TO STREET LIGHTS MANUFACTURED BY HADCO

VILLAGE OF HAMPSHIRE

TYPICAL STREET SIGN DETAIL

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
 52 Wheeler Road, Sugar Grove, IL 60554
 830/486-9350 phone - 830/486-9380 fax

SCALE
 N.T.S.

DRAWING NUMBER

HA003

DRAWN BY:
 KKP

DATE:
 05/18/04

REVISION:
 XX/XX/XX

EXH.P



STANFORD.

- 3" Fluted Extruded Aluminum Post, 0.90 Wall 6063-T6
- Cast Aluminum Support Arm, 319 Alloy (Chromated) Welded to Post
- Cast Aluminum Ball Cap
- Gloss Black Powder Coat Finish
- Block T1 Mailbox
- 3" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
 MAILBOX SERVICE, INC.
 10753 WOLF DRIVE
 HUNTLEY, IL 60142
 (847)669-2752

VILLAGE OF
 HAMPSHIRE

COPYRIGHT © 2002 ENGINEERING ENTERPRISES, INC.

SINGLE FAMILY MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
 52 Wheeler Road, Sugar Grove, IL 60554
 830/466-9350 phone - 830/466-9380 fax

SCALE:
 N.T.S.

DRAWING
 NUMBER:

DRAWN BY:
 KKP

DATE:
 05/18/04

HA004

REVISED:
 XX/XX/XX

EXH. P



YALE DOUBLE

- 4"x4"x.125 Wall, 6063-T52 Extruded Aluminum Post
- Heavy Cast Aluminum Support Arm, 319 Alloy (chromated)
- Heavy Cast Aluminum Cap, 319 Alloy
- Gloss Black Powder Coat Finish
- Black T1 Mailboxes (two)
- 1 1/8" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
 MAILBOX SERVICE, INC.
 10753 WOLF DRIVE
 HUNTLEY, IL 60142
 (847)669-2752

VILLAGE OF
 HAMPSHIRE

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DUPLEX MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Sugar Grove, IL 60054 830/466-8350 phone - 830/466-8380 fax	SCALE: N.T.S.	DRAWING NUMBER: HA005	DRAWN BY: KKP
	DATE: 05/18/04	REVISED: XX/XX/XX	



YALE DOUBLE

- 4" x 4" x .125 Wall, 6063-T52 Extruded Aluminum Post
- Heavy Cast Aluminum Support Arm, 319 Alloy (chromated)
- Heavy Cast Aluminum Cap, 319 Alloy
- Gloss Black Powder Coat Finish
- Black T1 Mailboxes (two)
- 1 1/8" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
MAILBOX SERVICE, INC.
10753 WOLF DRIVE
HUNTLEY, IL 60142
(847)669-2752

VILLAGE OF
HAMPSHIRE

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DUPLEX MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
82 Wheeler Road, Sugar Grove, IL 60554
830/466-9350 phone - 830/466-9380 fax

SCALE:
N.T.S.

DATE:
05/18/04

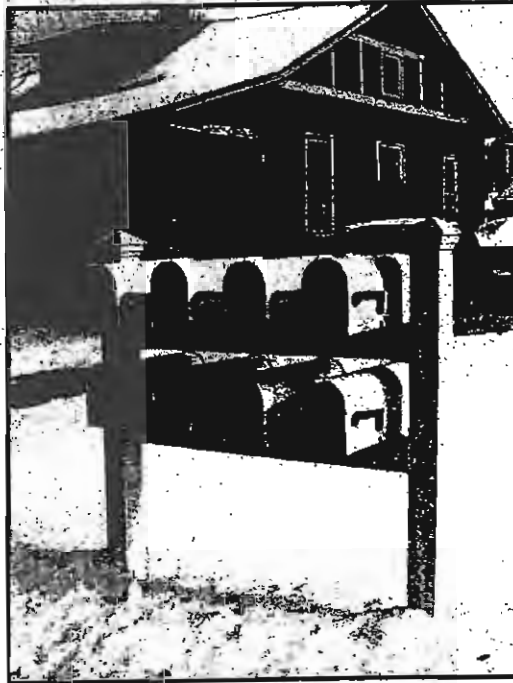
DRAWING
NUMBER:

HA005

DRAWN BY:
KKP

REVISED:
XX/XX/XX

EXT. P



YALE MULTI

- 4"x4"x125 Wall, 6063-T52 Extruded Aluminum Post & Cross Bar(s)
- Galvanized Assembly Brackets
- Heavy Cast Aluminum Cap, 319 Alloy
- Gloss Black Powder Coat Finish
- Black T1 Mailboxes
- 1 1/8" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
 MAILBOX SERVICE, INC.
 10753 WOLF DRIVE
 HUNTLEY, IL 60142
 (847)669-2752

VILLAGE OF
 HAMPSHIRE

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MULTI FAMILY MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
 52 Wheeler Road, Sugar Grove, IL 60584
 830/466-9350 phone - 830/466-9380 fax

SCALE:
 N.T.S.

DATE:
 05/18/04

DRAWING
 NUMBER:

HA006

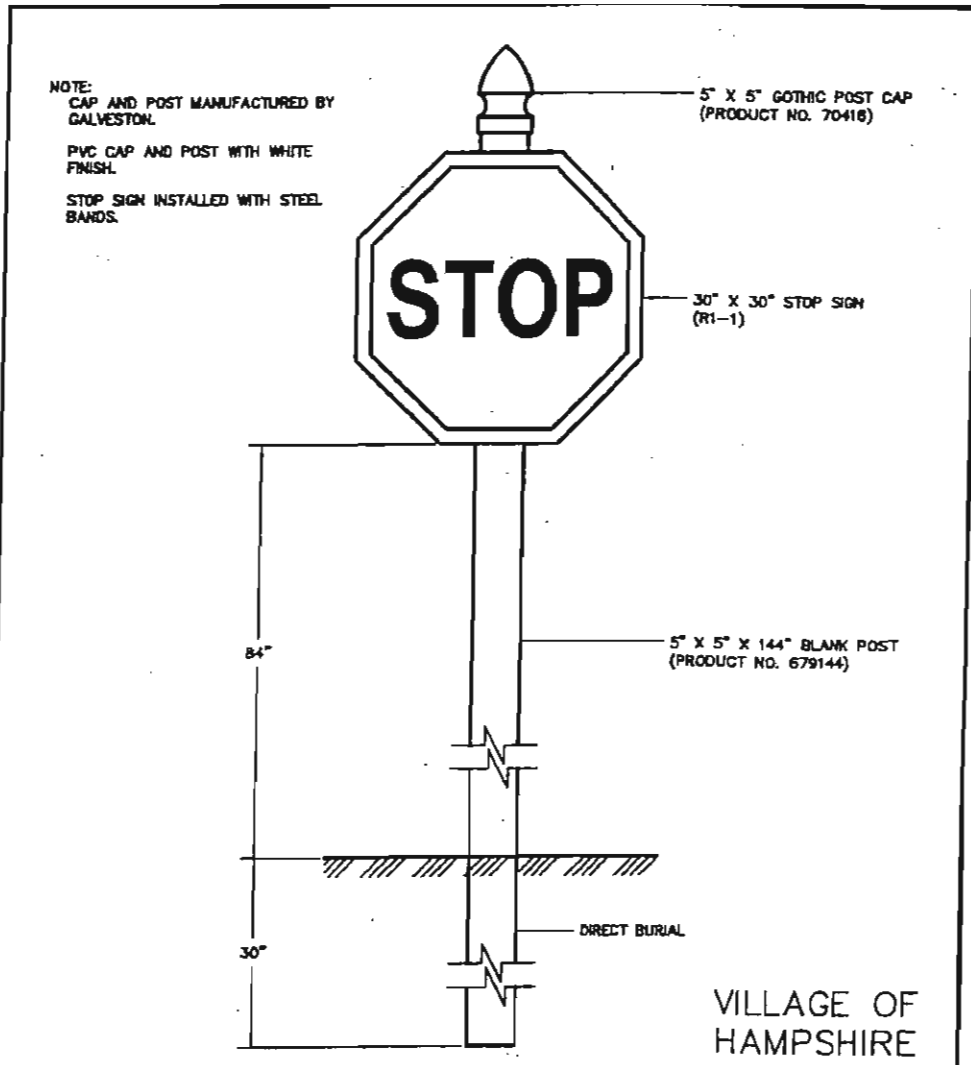
DRAWN BY:

KKP

REVISED:

XX/XX/XX

EXH. P



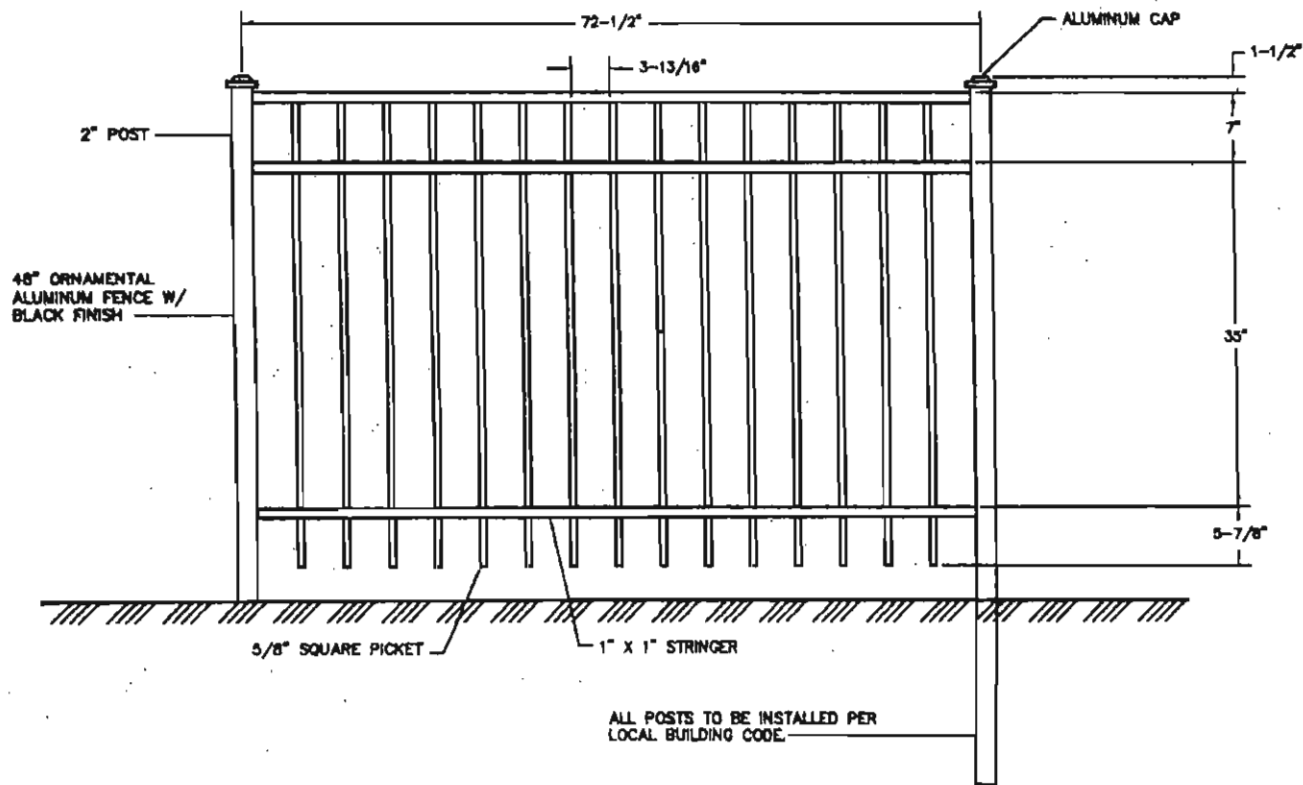
COPYRIGHT © 2002 ENGINEERING ENTERPRISES, INC.

STOP SIGN DETAIL

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Sugar Grove, IL 60554 830/488-9350 phone - 630/488-9380 fax	SCALE: N.T.S.	DRAWING NUMBER: HA002	DRAWN BY: KKP
	DATE: 05/18/04		REVISED: XX/XX/XX

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VILLAGE OF HAMPSHIRE

TYPICAL FENCE DETAIL

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
 52 Wheeler Road, Sugar Grove, IL 60084
 630/466-8350 phone - 630/466-8380 fax

SCALE:
 N.T.S.
 DATE:
 05/18/04

DRAWING NUMBER:
HA001

DRAWN BY:
 KKP
 REVISIONS:
 XX/XX/XX

- LL -

sent



Engineering Enterprises, Inc.

December 3, 2013

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

Re: *Tuscany Woods – Unit 1*
Village of Hampshire
Kane County, Illinois

Mr. Magnussen:

Representatives from Engineering Enterprises, Inc. (EEI) performed an onsite punch list inspection of the public improvements for the above referenced project. A summary of the punch list items is listed below:

Sanitary Sewer

1. The following structures need to have chimney seals replaced: SAN MH 46, SAN MH 61, SAN MH 82, SAN MH 85, SAN MH 87, SAN MH 92, SAN MH 97, SAN MH 98.
2. The following structure needs to be adjusted to grade and replaced with a cone section: SAN MH 104.
3. The following structures need to have their frames and adjusting rings reset: SAN MH 93, SAN MH 99.
4. The following structure has a broken frame that needs to be replaced: SAN MH 52.
5. The lids on the following structures need to be swapped: SAN MH 91 and VV 88.

Storm Sewer

6. The following catch basins need to have fillets repaired or reinstalled: CB-23, CB-28, CB-32, CB-35, CB-38, CB-44, CB-53, CB-56, CB-63, CB-69, CB-70, CB-74, CB-80, CB-83, CB-86, CB-89, CB-92, CB-100, CB-108, CB-111, CB-121, CB-124, CB-126, CB-131, CB-152, CB-153, CB-155, CB-166, CB-171, CB-184, CB-186, CB-188, CB-195, CB-202, CB-205, CB-214, CB-220, CB-223, CB-226, CB-237, CB-242, CB-263A, CB-270, CB-273, CB-276, CB-289, CB-313, CB-317, CB-377, CB-389.



7. The following inlets need to have fillets repaired or reinstalled: I-26, I-33, I-36, I-45, I-48, I-54, I-57, I-64, I-73, I-81, I-84, I-87, I-90, I-93, I-101, I-106, I-109, I-123, I-132, I-135, I-148, I-150, I-154, I-156, I-172, I-183, I-187, I-203, I-206, I-209, I-221, I-224, I-236, I-241, I-271, I-274, I-288, I-293, I-314, I-318, I-390.
8. The following manholes need to have fillets repaired or reinstalled: MH-24, MH-39, MH-112, MH-116, MH-120, MH-127, MH-145, MH-163, MH-167, MH-189, MH-196, MH-215, MH-263, MH-277, MH-294.
9. The following catch basin needs to be cleaned: CB-286.
10. The following inlets need to be cleaned: I-19, I-20, I-21, I-103, I-113, I-164, I-219, I-276, I-329.
11. The following manholes need to be cleaned: MH-18, MH-66, MH-119B, MH-218.
12. The following structures need the rings/pipes grouted: CB-286, MH-66, MH-116, MH-165.
13. The following structure has a closed lid and this lid should be replaced with an open lid: MH-165.
14. The following storm structures need the silt basket removed: CB-63, CB-69, CB-70, CB-94, CB-186, CB-188, CB-234, I-41, I-42, I-64, I-67, I-68, I-76, I-113, I-115, I-119A, I-136A, I-164, I-169, I-187, I-191, I-198, I-199, I-200, I-284, I-285, I-267, I-332, MH-40, MH-51, MH-52, MH-62, MH-76, MH-77, MH-79, MH-168, MH-189, MH-197, MH-207, MH-216, MH-216A, MH-233, MH-265, MH-266, MH-283.
15. The following structures must have their frames realigned/reset: MH-60, MH-118, MH-146.
16. The following structures were unable to be located: I-19, I-20, I-21, I-103, I-219, I-329, MH-18, MH-119B, MH-218, MH-259. The structures need to be located and uncovered by the owner and inspected by EEI. Any observed deficiencies will be added to the punch list.
17. The storm sewer shown on the attachment (green) needs to be installed. The storm sewer stubs shown on sheet 53 of 74 will require sidewalk removal and replacement (Romke Road) and associated restoration.
18. The storm sewer running along lots 331-340 and 351-360 was damaged by private utility installation. Structures 65 and 82 were plugged to prevent sediment from flowing downstream in the storm sewer. The storm lines need to be televised to determine the extent of the damage. All damaged storm sewer needs to be replaced and the plugs removed. The downstream storm sewer shall also be televised to determine if sediment needs to be removed. Televising videos shall be provided to the Village for review in order to determine the limits and types of repairs necessary.

Water Main

19. All fire hydrants shall be repainted.
20. FH-30 and FH-84 need to be straightened.
21. FH-60 and its associated auxiliary valve box need to be adjusted to the correct grade.
22. Auxiliary valve boxes for the following fire hydrants must be reset: FH-40, FH-69, FH-84.
23. The auxiliary valve box for the following fire hydrant must have the cap replaced: FH-56.
24. The following valve vaults need the frames realigned/reset: VV-32A, VV-33.
25. The following valve vaults were unable to be located: VV-103, VV-109. The structures need to be located and uncovered by the owner and inspected by EEI. Any observed deficiencies will be added to the punch list.
26. The b-boxes on the following lots need to be repaired: 226, 228, 229, 242, 243, 244, 256, 270, 286, 290, 305, 310, 330, 332, 337, 338, 340, 343, 345, 348, 353, 362, 364, 371, 377, 384, 385.
27. The b-box for Lot 335 needs to be located, cleaned, and repaired.
28. The following valve vaults are filled with water: VV-29, VV-39, VV-59, VV-68A. The water needs to be pumped out of the structures. The structures then need to be inspected by EEI. Any observed deficiencies will be added to the punch list.

Other

29. The following street lights need to be installed and made operational: 3, 4, 5, 6, 7, 13, 68, 69, 70, 71. Once operational, inspection of these lights by EEI and the Village's electrical subcontractor will be required. Any observed deficiencies will be added to the punch list.
30. The following street lights are installed but are not operational due to lack of ComEd service: 1, 2, 11, 12, 23, 24, 39, 40, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 62, 63, 64, 67. Service shall be provided. Once operational, inspection of these lights by EEI and the Village's electrical subcontractor will be required. Any observed deficiencies will be added to the punch list.
31. The landscaping around Basin 5, Basin 7 and in open space lots 1024 and 1026 through 1034 needs to be installed per the landscaping plan (see attached). Proposed ash trees should be replaced with a maple or approved equal.
32. The sidewalk on the south side of Jake Lane from Florence Street to Di Vinci Drive needs to be installed.

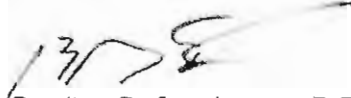
Mr. Jeffery Magnussen
December 3, 2013
Page 4

33. It is our understanding that the remainder of the outstanding sidewalk and parkway trees will be installed as part of the building permit process for each individual lot per the revised Development Agreements.
34. Grading and soil stabilization for the following lots needs to be completed (see attached pictures): Lot 286 and Lots 287 through 291.
35. Any areas disturbed as a result of the punch list work shall be restored accordingly.
36. Punch list items for the four detention basins servicing Unit 1 can be found on the attached pond assessment dated November 18, 2013 by Encap, Inc.

Enclosed is an Engineer's Opinion of Probable Construction Cost of the above referenced punch list items. If you have any questions or require any additional information please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/jam

pc: Ms. Linda Vasquez, Village Clerk
Mr. Mark Schuster, Village Attorney
Mr. Colin Christensen, Superintendent of Public Works
Mr. Dale Engebreston, Village Building Department
Ms. Claudia Marciniak, Sr. Vice President, US Bank

COST ESTIMATE
SUBDIVISION LOT REQUIREMENTS
VILLAGE OF HAMPSHIRE
KANE COUNTY, ILLINOIS
FEBRUARY 2008

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH	SQ FT	500	\$ 5.00	\$ 2,500.00
2	PARKWAY TREES	EACH	2	400.00	800.00
3	SODDING	SQ YD	500	3.00	1,500.00
4	PORTLAND CEMENT CONCRETE DRIVEWAY APRON	SQ YD	40	30.00	1,200.00
5	DRIVEWAY	SQ YD	80	25.00	2,000.00
SUB-TOTAL CONSTRUCTION COST					8,000.00



Preliminary Opinion of Probable Cost - Schematic Design
 Tuscany Woods Park
 Hampshire, Illinois
 August 6, 2004
 Per plans prepared by Landworks Ltd. Dated 08/06/04

Description	Phase	Qty.	Unit	Unit Cost	Extension
Demolition	1				
Tree pruning and clearing	1	1	Allow	NA	
Asphalt sawcutting	1	100	LF	NA	
Fenceline Removal	1	1	Allow	2,000.00	2,000.00
Subtotal, demolition					2,000.00
Earthwork					
Mass Grade, provide placement of topsoil by others as part of Subdivision overall mass Earthwork	2	-	-	-	
Subtotal, utilities					0.00
Utilities					
Electrical supply and connection	2	1	Allow	7,500.00	7,500.00
Electrical loop (trenching, conduit, etc.)	2	1,500	LF	25.00	37,500.00
Water connection and supply	2	1	Allow	7,500.00	7,500.00
Water fountain and foundation	2	1	Allow	2,500.00	2,500.00
Sewer service and tap	2	1	Allow	5,000.00	5,000.00
Playground lighting	2	10	Each	6,500.00	65,000.00
Outdoor electrical receptacles	2	10	Each	500.00	5,000.00
Subtotal, utilities					130,000.00
Structure and Paving					
Strip topsoil, stockpile, grading and respread to be completed as a part of overall development mass earthwork	2	1	Allow	200,000.00	200,000.00
Restroom/ Concession Stand facility	1	1,558	SY	19.00	29,602.00
Asphalt park paths (5' width)	2	1,298	SY	19.00	24,662.00
Asphalt parking lot (south)	1	900	SY	19.00	17,100.00
Asphalt paving Concession area	1	450	SY	19.00	8,550.00
Concrete curbs	1	125	LF	20.00	2,500.00
Concrete curbs	2	166	LF	20.00	3,320.00
Subtotal, paving					285,734.00
Tennis Courts					
Surface	2	1,250	SY	25.00	31,250.00
Gravel base and grading	2	10,000	SF	1.00	10,000.00
Chainlink Fencing	2	600	LF	40.00	24,000.00
Subtotal, Tennis Courts					65,250.00
Ball Fields					
Baseball Standards	1	2	EA	20,000.00	40,000.00
Chainlink Fence (8' Height)	1	775	LF	40.00	31,000.00
Baseball Standards	2	1	EA	25,000.00	25,000.00
Chainlink Fence (8' Height)	2	395	LF	40.00	15,800.00
Subtotal, Ball Fields					111,800.00

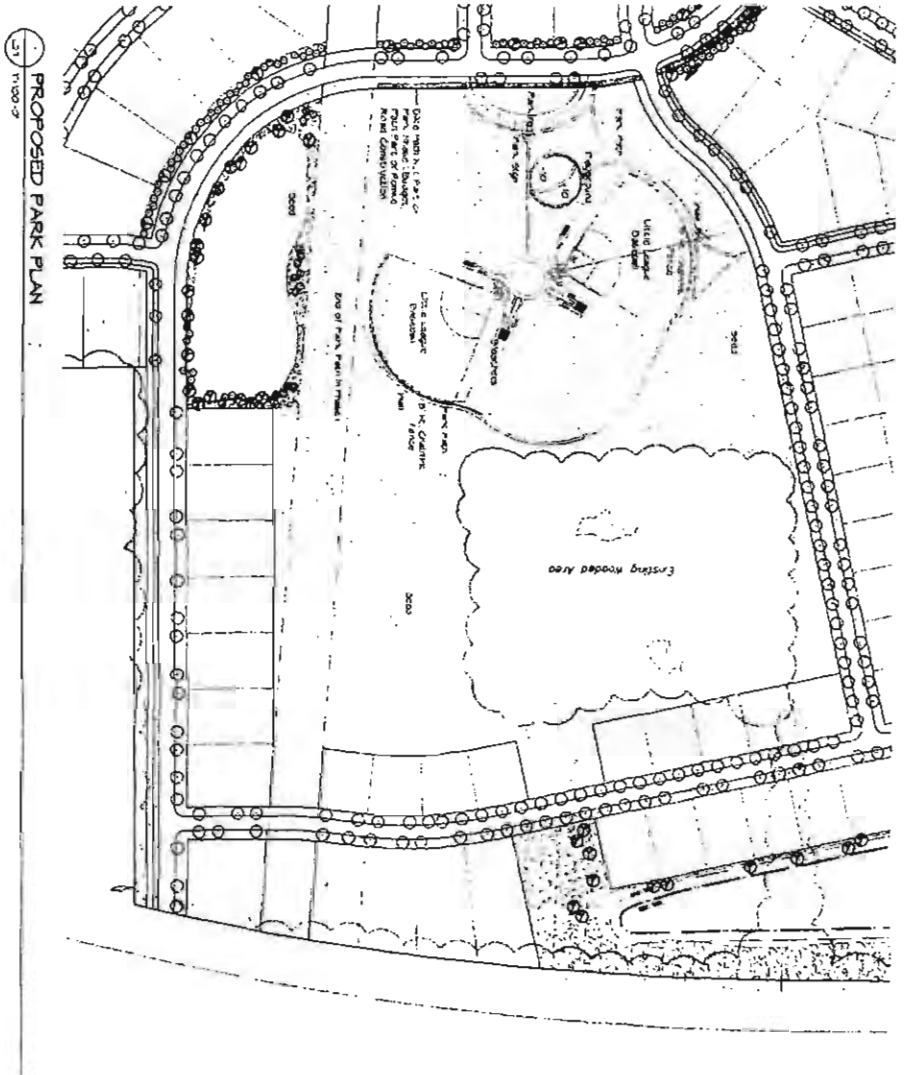


Preliminary Opinion of Probable Cost - Schematic Design
Tuscany Woods Park
Hampshire, Illinois
August 6, 2004
Per plans prepared by Landworks ltd. Dated 08/06/04

Description	Phase	Qty.	Unit	Unit Cost	Extension
Hardscape					
New retaining wall for baseball fields 4' (Allow)	1	419	LF	90.00	37,710.00
New retaining wall for tennis fields 3.75' (Allow)	2	200	LF	90.00	18,000.00
Council ring new dry laid	2	1	Allow	20,000.00	20,000.00
Miscellaneous stone setting at entrances	2	1	Allow	25,000.00	25,000.00
Handrails and culvert crossing along path (north)	2	1	Allow	10,000.00	10,000.00
Subtotal, stone work					110,710.00
Landscape					
Shade trees					
Shade tree, 2 1/2 inch caliper	2	15	Each	375.00	5,625.00
Shade tree, 2 1/2 inch caliper	1	25	Each	375.00	9,375.00
		40			
Ornamental trees					
Clump form, 6 foot height	1	25	Each	225.00	5,625.00
Clump form, 6 foot height	2	67	Each	225.00	15,075.00
		92			
Shrubs					
Shrubs, 24 inch height	1	200	Each	40.00	8,000.00
Shrubs, 24 inch height	2	550	Each	35.00	19,250.00
		750			
Perennials and groundcovers					
Sun tolerant species, 1 gallon container	2	1,400	Each	11.00	15,400.00
		1,400			
Other planting					
Herbicide treatment and mowing (Allow)	1	4	ACRE	2,000.00	8,000.00
Wetland buffer mix	1	2	ACRE	7,000.00	14,000.00
Annual flower mix	1	2	ACRE	1,200.00	2,400.00
Conventional lawn mix and hydro-mulch	1	13	ACRE	5,000.00	65,000.00
Subtotal, landscape					167,750.00
Playground site furnishings and signage					
10 years and up playground	1	1	Each	39,000.00	39,000.00
Pre-school playground	1	1	Each	28,000.00	28,000.00
Swings	1	1	Each	20,000.00	20,000.00
Fibar surfacing for all play areas	1	300	CY	40.00	12,000.00
Trash receptacles	1	8	Each	1,000.00	8,000.00
Benches	1	8	Each	1,500.00	12,000.00
Handicap parking signage	1	2	Each	150.00	300.00
Bike rack	1	3	Each	1,000.00	3,000.00
Subtotal, site furnishings and signage					122,300.00
Fencing					
Ornamental Fence at Playground	1	350	LF	50.00	17,500.00
Subtotal, fencing					17,500.00
Trellis Structure at Playground					
Cedar posts, beams and stringers	2	1	Allow	25,000.00	25,000.00
Foundations	2	25	Each	500.00	12,500.00

Preliminary Opinion of Probable Cost - Schematic Design
 Tuscany Woods Park
 Hampshire, Illinois
 August 6, 2004
 Per plans prepared by Landworks Ltd. Dated 08/06/04

Description	Phase	Qty.	Unit	Unit Cost	Extension
Carpentry	2	1	Allow	35,000.00	35,000.00
Stainless steel fasteners, miscellaneous metal	2	1	Allow	2,000.00	2,000.00
Subtotal, Trellis					74,500.00
Entry gates					
Masonry columns and Stone signs (south)	2	1	Allow	25,000.00	25,000.00
Masonry columns and Stone signs (north)	2	1	Allow	25,000.00	25,000.00
Light fixtures for entries	2	4	Each	550.00	2,200.00
Subtotal, Entry gates					52,200.00
Subtotal of Phase I Park Development (highlighted items)					420,662.00
Construction contingency (10% of subtotal)					42,066.20
Design Fee (5% of construction budget)					21,033.10
TOTAL - Base park and design/ construction PHASE ONE					483,761.30
Subtotal Phase II					737,600.00
Construction contingency (10% of subtotal)					73,760.00
Design (5% of subtotal)					40,509.00
TOTAL - Park and design/ construction PHASE TWO					851,869.00
TOTAL Phase I and II					1,335,630.30



PROPOSED PARK PLAN
 1/2" = 1'-0"

- PLANT LEGEND**
- Perennial Shrub Tree
 - ⊗ Perennial Shrub Tree
 - Ornamental Tree
 - Evergreen Tree
 - Drain Slope Sand Pit
 - ▭ Scotch Larch Fenced Sand with Walkways Saw
 - ▭ Conventional Sand Lawn
 - ▭ Natural / Waters of the US
 - ▭ Wetland Buffer
- NOTES**
- 1. All slopes steeper than 4:1 to be graded to the existing site within 100 feet of the existing road.
 - 2. All slopes shall be planted to approved vegetation per the attached site plan.
 - 3. All slopes shall be planted to approved vegetation per the attached site plan.
 - 4. All slopes shall be planted to approved vegetation per the attached site plan.

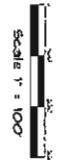


EXHIBIT L

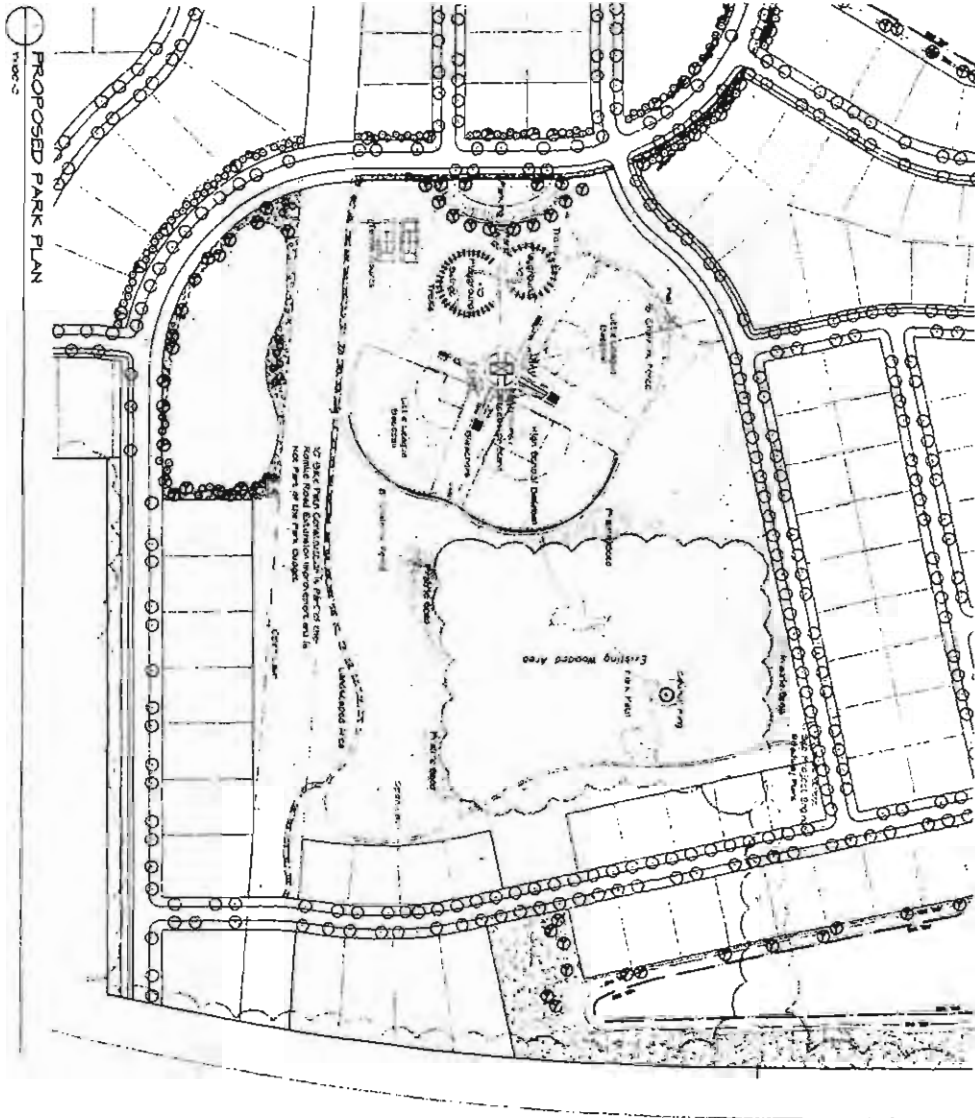
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2	1/1/2007	ISSUED FOR PERMITS
3	1/1/2007	ISSUED FOR PERMITS
4	1/1/2007	ISSUED FOR PERMITS
5	1/1/2007	ISSUED FOR PERMITS
6	1/1/2007	ISSUED FOR PERMITS
7	1/1/2007	ISSUED FOR PERMITS
8	1/1/2007	ISSUED FOR PERMITS
9	1/1/2007	ISSUED FOR PERMITS
10	1/1/2007	ISSUED FOR PERMITS

LANDWORKS LTD.
 Landscape Architects and Contractors
 781 R. Blenheim Dr. Bldg. 17
 Wallingbrook, Illinois 60440
 Phone 830 759 8300
 Fax 830 870 1258

Tuscany Woods
 Hampshire, Illinois
 H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
 Landscape Architects and Contractors
 781 R. Blenheim Dr. Bldg. 17
 Wallingbrook, Illinois 60440
 Phone 830 759 8300
 Fax 830 870 1258

NO.	DATE	DESCRIPTION
1	1/1/2007	ISSUED FOR PERMITS
2	1/1/2007	ISSUED FOR PERMITS
3	1/1/2007	ISSUED FOR PERMITS
4	1/1/2007	ISSUED FOR PERMITS
5	1/1/2007	ISSUED FOR PERMITS
6	1/1/2007	ISSUED FOR PERMITS
7	1/1/2007	ISSUED FOR PERMITS
8	1/1/2007	ISSUED FOR PERMITS
9	1/1/2007	ISSUED FOR PERMITS
10	1/1/2007	ISSUED FOR PERMITS



PROPOSED PARK PLAN

11-0000-0

- PARK PLANT LEGEND**
- Parking Shade Tree
 - Park Specimen Shade Tree
 - Ornamental Tree
 - Evergreen Tree
 - Rain Slope Speed Mix
 - Scottish Lark Spruce Shrub with willowover Shrub
 - Conventional Speed Lawn
 - False Sponding
 - Landscape Buffer/Screen
- 1/2" = 1'-0" or greater to be verified on construction drawings.
 1/4" = 1'-0" or greater to be verified on construction drawings.
 1/8" = 1'-0" or greater to be verified on construction drawings.
 1/16" = 1'-0" or greater to be verified on construction drawings.
 1/32" = 1'-0" or greater to be verified on construction drawings.
 1/64" = 1'-0" or greater to be verified on construction drawings.

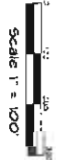


EXHIBIT L

DATE	BY	REVISION

DATE	BY	REVISION

TUSCANY WOODS
 Hampshire, Illinois
 H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
 Landscape Architects and Contractors
 751 N. Bellingham Dr. Ste. 17 Phone 830 750 8300
 Piquette, Illinois 60440 Fax 830 875 1388

DATE	BY	REVISION

EXHIBIT "OO"

Identification of the UNFINISHED DWELLING UNITS

Lot Number	Address(es)	Building Type	Number of Units	Permit Number	Certificate of Occupancy Issued	Pasquelli Model Name	Estimate SF	
1	261	1228 Villa Drive	SF	1	HA-07-041	No	Lancaster	3,270
2	262	1242 Villa Drive	SF	1	HA-07-044	No	Beech	2,775
3	263	1256 Villa Drive	SF	1	HA-07-045	No	Magnolia	2,520
4	264	1270 Villa Drive	SF	1	HA-07-029	No	White Pine	2,491
5	276	1271 Tuscany Trail	SF	1	HA-07-378	No	Biltmore	2,985
6	278	1243 Tuscany Trail	SF	1	HA-07-100	Yes	Beech	2,775
7	279	1229 Tuscany Trail	SF	1	HA-07-202	No	Magnolia	2,520
8	285	1270 Tuscany Trail	SF	1	HA-07-468	Yes	Magnolia	2,520
9	294	1335 Olive Lane	SF	1	HA-07-466	No	Magnolia	2,520
10	316	712 DaVinci Drive	SF	1	HA-07-081	Yes	Beech	2,775
1	254-1	1214 DaVinci Drive	TH	1 of 6	HA-07-035	No	Essex	1,654
2	254-2	1218 DaVinci Drive	TH	1 of 6	HA-07-034	No	Durham	1,662
3	254-3	1222 DaVinci Drive	TH	1 of 6	HA-07-033	No	Charleston II	1,665
4	254-4	1226 DaVinci Drive	TH	1 of 6	HA-07-032	No	Inverness	1,345
5	254-5	1230 DaVinci Drive	TH	1 of 6	HA-07-031	No	Hartford	1,345
6	254-6	1234 DaVinci Drive	TH	1 of 6	HA-07-030	No	Essex	1,654
7	368-1	1060 Turin Drive	TH	1 of 6	HA-08-056	No	Gen Y	880
8	368-2	1062 Turin Drive	TH	1 of 6	HA-08-053	No	Gen Y	880
9	368-3	1064 Turin Drive	TH	1 of 6	HA-08-052	No	Gen X	1,274
10	368-4	1066 Turin Drive	TH	1 of 6	HA-08-055	No	Gen Y	880
11	368-5	1068 Turin Drive	TH	1 of 6	HA-08-051	No	Gen X	1,274
12	368-6	1070 Turin Drive	TH	1 of 6	HA-08-054	No	Gen Y	880
13	370-1	1036 Turin Drive	TH	1 of 6	HA-08-030	No	Essex	1,654
14	370-2	1038 Turin Drive	TH	1 of 6	HA-08-031	No	Charleston II	1,665
15	370-3	1040 Turin Drive	TH	1 of 6	HA-08-032	No	Charleston II	1,665
16	370-4	1042 Turin Drive	TH	1 of 6	HA-08-033	No	Charleston II	1,665
17	370-5	1044 Turin Drive	TH	1 of 6	HA-08-034	No	Charleston II	1,665
18	370-6	1046 Turin Drive	TH	1 of 6	HA-08-035	No	Charleston II	1,665
19	371-1	1024 Turin Drive	TH	1 of 6	HA-08-024	No	Essex	1,654
20	371-2	1026 Turin Drive	TH	1 of 6	HA-08-025	No	Durham	1,662
21	371-3	1028 Turin Drive	TH	1 of 6	HA-08-026	No	Charleston II	1,665
22	371-4	1030 Turin Drive	TH	1 of 6	HA-08-027	No	Durham	1,662
23	371-5	1032 Turin Drive	TH	1 of 6	HA-08-028	No	Charleston II	1,665
24	371-6	1034 Turin Drive	TH	1 of 6	HA-08-029	No	Charleston II	1,665
25	372-1	1012 Turin Drive	TH	1 of 6	HA-08-064	No	Gen Z	1,486
26	372-2	1014 Turin Drive	TH	1 of 6	HA-08-061	No	Gen Z	1,486
27	372-3	1016 Turin Drive	TH	1 of 6	HA-08-062	No	Gen Z	1,486
28	372-4	1018 Turin Drive	TH	1 of 6	HA-08-060	No	Gen X	1,274
29	372-5	1020 Turin Drive	TH	1 of 6	HA-08-059		Gen X	1,274
30	372-6	1022 Turin Drive	TH	1 of 6	HA-08-063	No	Gen X	1,274
31	389-1	968 Como Circle	TH	1 of 6	HA-07-521	No	Essex	1,654
32	389-3	976 Como Circle	TH	1 of 6	HA-7-517	No	Charleston II	1,665
33	389-4	980 Como Circle	TH	1 of 6	HA-7-518	No	Durham	1,662
34	393-6	1001 Marcello Drive	TH	1 of 6	HA-07-383	No	Charleston II	1,665
35	397-6	1095 Marcello Drive	TH	1 of 6	HA-07-479	No	Charleston II	1,665
36	398-5	1123 Marcello Drive	TH	1 of 6	HA-07-561	No	Gen X	1,274

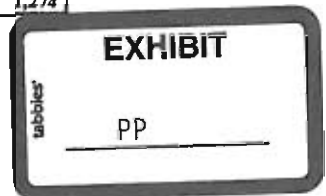


EXHIBIT "PP"

Location of the UNFINISHED DWELLING UNITS

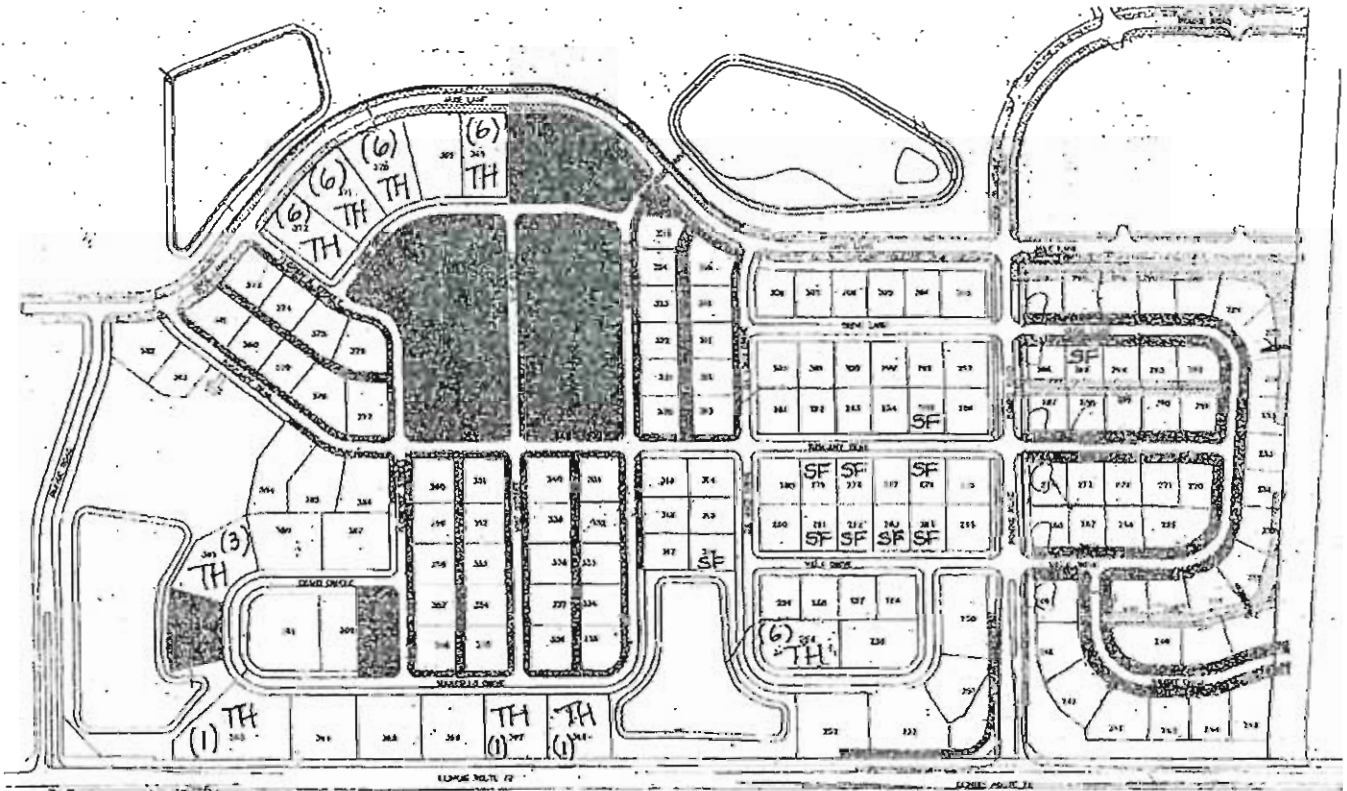


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**TUSCANY WOODS UNIT 1
FEES PAID TO THE VILLAGE OF HAMPSHIRE**

Lot #	Permit #	Address	Date	Description	IMPACT FEES							TRANSITION FEES					Total	*Fees paid to the Kane County Division of Transportation
					Permit Cost	Amin.	Water	School	Fire	Library	Transp. Fee	School	Library	Park	Fire	Public Use		
261	HA-07-041	1228 Villa Dr.	3/2/2007	SF	\$1,381.00	\$ 75.00	N/A	\$ 4,195.57	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$12,099.79	
262	HA-07-044	1242 Villa Drive		SF	\$ 1,344.00	\$ 75.00	\$ 350.00	\$ 4,195.57	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$12,412.79	
263	HA-07-045	1256 Villa Dr.	3/9/2007	SF	\$1,295.00	\$ 75.00	N/A	\$ 4,195.57	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$12,013.79	
264	HA-07-029	1270 Villa Drive	2/12/2007	SF	\$1,232.00	\$ 75.00	N/A	\$ 4,195.57	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$11,950.79	
276	HA-07-378	1271 Tuscany Tr.	8/20/2007	SF	\$1,344.00	\$ 75.00	\$ 350.00	\$ 4,195.57	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$12,412.79	
278	HA-07-100	1243 Tuscany Trail	4/11/2007	SF	\$1,344.00	\$ 75.00	\$ 350.00	\$ 4,159.57	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$12,376.79	
279	HA-07-200	1229 Tuscany Trail	6/12	SF	\$1,014.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,465.07	
285	HA-07-468	1270 Tuscany Tr.	10/2/2007	SF	\$1,295.00	\$ 75.00	\$ 350.00	\$ 4,195.57	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$12,363.79	
294	HA-07-466	1335 Olive Ln		SF	\$ 1,295.00	\$ 75.00	\$ 350.00	\$ 4,195.57	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$12,507.74	
316	HA-07-081	712 Davinci Dr.	3/26/2007	SF	\$1,344.00	\$ 75.00	N/A	\$ 4,195.57	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$12,062.79	
254-1	HA-07-035	1214 DaVinci Dr.	2/12/2007	TH	\$1,086.00	\$ 75.00	N/A	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,187.07	
254-2	HA-07-034	1218 DaVinci Dr.	2/12/2007	TH	\$1,072.00	\$ 75.00	N/A	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,173.07	
254-3	HA-07-033	1222 DaVinci Dr.	2/12/2007	TH	\$1,071.00	\$ 75.00	N/A	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,172.07	
254-4	HA-07-032	1226 DaVinci Dr.	2/12/2007	TH	\$1,114.00	\$ 75.00	N/A	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,215.07	
254-5	HA-07-031	1230 DaVinci Dr.	2/12/2007	TH	\$1,114.00	\$ 75.00	N/A	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,215.07	
254-6	HA-07-030	1234 DaVinci Dr.	2/12/2007	TH	\$1,086.00	\$ 75.00	N/A	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,187.07	
368-1	HA-08-056	1060 Turin Drive	4/15/2008	Duplx 1 br/TH	\$901.00	\$ 75.00	\$ 350.00	N/C	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$7,918.17	\$214.00
268-2	HA-08-053	1062 Turin Drive	4/15/2008	Duplx 1 br/TH	\$901.00	\$ 75.00	\$ 350.00	N/C	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$7,918.17	\$214.00
268-3	HA-08-052	1064 Turin Drive	4/15/2008	TH 2Br./TH	\$915.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,510.02	\$214.00
368-4	HA-08-055	1066 Turin Drive	4/15/2008	Duplx 1 br/TH	\$901.00	\$ 75.00	\$ 350.00	N/C	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$7,918.17	\$214.00
368-5	HA-08-051	1068 Turin Drive	4/15/2008	TH 2Br./TH	\$915.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,510.02	\$214.00
368-6	HA-08-054	1070 Turin Drive	4/15/2008	Duplx 1 br/TH	\$901.00	\$ 75.00	\$ 350.00	N/C	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$7,918.17	\$214.00
370-1	HA-08-030	1036 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$986.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,581.02	\$214.00
370-2	HA-08-031	1038 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,565.02	\$214.00
370-3	HA-08-032	1040 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,565.02	\$214.00
370-4	HA-08-033	1042 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,565.02	\$214.00
370-5	HA-08-034	1044 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,565.02	\$214.00
370-6	HA-08-035	1046 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,565.02	\$214.00
371-1	HA-08-024	1024 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$986.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,581.02	\$214.00
371-2	HA-08-025	1026 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$971.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,566.02	\$214.00
371-3	HA-08-026	1028 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,565.02	\$214.00
371-4	HA-08-027	1030 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$971.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,566.02	\$214.00
371-5	HA-08-028	1032 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,565.02	\$214.00
371-6	HA-08-029	1034 Turnin Dr	3/7/2008	Dplx/TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,565.02	\$214.00
372-1	HA-08-064	1012 Turin Drive	4/15/2008	TH 3Br.	\$937.00	\$ 75.00	\$ 350.00	\$ 1,087.05	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$9,041.22	
372-2	HA-08-061	1014 Turin Drive	4/15/2008	Duplx 1 br	\$901.00	\$ 75.00	\$ 350.00	N/C	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$7,918.17	\$214.00
372-3	HA-08-062	1016 Turin Drive	4/15/2008	TH 2Br.	\$915.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$8,510.02	\$214.00

EXHIBIT
RR
Tables

**TUSCANY WOODS UNIT 1
FEES PAID TO THE VILLAGE OF HAMPSHIRE**

Lot #	Permit #	Address	Date	Description	Permit Cost	IMPACT FEES						TRANSITION FEES					Total	*Fees paid to the Kane County Division of Transportation
						Amin.	Water	School	Fire	Library	Transp. Fee	School	Library	Park	Fire	Public Use		
372-4	HA-08-064	1018 Turin Drive	4/15/2008	TH 3Br.	\$937.00	\$ 75.00	\$ 350.00	\$ 1,087.05	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$9,041.22	
372-5	HA-08-059	1020 Turin Drive	4/15/2008	Duplx 1 br	\$901.00	\$ 75.00	\$ 350.00	N/C	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$7,918.17	\$214.00
372-6	HA-08-063	1022 Turin Drive	4/15/2008	TH 3Br.	\$937.00	\$ 75.00	\$ 350.00	\$ 1,087.05	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 3,097.99	\$ 95.76	\$ 692.82	\$ 337.96	\$ 281.64	\$9,041.22	\$214.00
389-1	HA-07-521	968 Como Circle	10/30/2007	TH 2 Bdr.	\$986.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,437.07	\$214.00
389-3	HA-07-517	976 Como Circle	10/30/2007	TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,421.07	\$214.00
389-4	HA-07-518	980 Como Circle	10/30/2007	TH 2 Bdr.	\$971.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,422.07	\$214.00
393-6	HA-07-383	1001 Marcello Dr.	8/27/2007	Dup. 2 br.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,421.07	
397-6	HA-07-479	1095 Marcello Dr	10/16/2007	TH 2 Bdr.	\$970.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.10	\$ 272.64	\$8,421.00	\$214.07
398-5	HA-07-561	1123 Marcello Dr.	12/18/2007	TH 2 bdr.	\$915.00	\$ 75.00	\$ 350.00	\$ 577.85	\$ 300.00	\$ 150.00	\$ 1,636.00	\$ 2,999.02	\$ 92.70	\$ 670.69	\$ 327.17	\$ 272.64	\$8,366.07	\$214.00
TOTAL:																\$421,280.88	\$5,564.07	

N/C = No school charge for (1) bedroom units
N/A = No water charge due

LIST OF EXHIBITS

- AA Legal Description of Unit 2 Property
- BB Preliminary Plan as approved by Village in Resolution No. 04-12
- CC Preliminary Engineering Plans
- DD Landscape Plan
- EE Amendment to Recapture Agreement for First Sewer Expansion Project
- FF Amendment to Recapture Agreement for First Water Expansion Project
- GG Conveyance of Detention/retention basins
- HH Impact Fees and Transition Fees Payable with respect to Subject Property
- ~~HH~~ Connecting Sewer Main - Sewer Utility Exhibit
- ~~HH~~ Streetlights, Street Signs, Mailboxes, Traffic Signs, and Fence Standards
- KK Bike Path and Sidewalk Exhibit
- LL Updated Punch List
- MM Schedule of Deposits for Temporary Certificate of Occupancy
- NN Phase II Park Improvements
- OO Schedule of Specifications for Construction of Streets on Subject Property
- PP Map Identifying "Northwest Quadrant" of Unit 2
- QQ Earthwork Requirements (per Village Engineer)

**LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION –
TERRITORY LYING OUTSIDE OF UNIT 1
(SOMETIMES REFERRED TO AS “UNIT 2”)**

THAT PART OF SECTIONS 26 AND 23 , TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 1313.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG SAID WEST LINE, 1326.74 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1184.86 FEET TO THE SOUTH LINE OF THAT PROPERTY CONVEYED ACCORDING TO DOCUMENT NUMBER 2006K007545; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE, 1916.50 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545; THENCE NORTH 00 DEGREES 03 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545, 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 742.05 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 5751.33 FEET, CHORD BEARING SOUTH 83 DEGREES 20 MINUTES 37 SECONDS EAST AND ARC LENGTH OF 1326.15 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE, 1074.29 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 660.04 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 16 MINUTES 58 SECONDS EAST ALONG SAID EAST LINE, 1315.21 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST ALONG SAID SOUTH LINE, 661.32 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST ALONG SAID WEST LINE, 1265.32 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 630.25 FEET TO THE EAST LINE OF TUSCANY WOODS UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2006K139816; THENCE NORTH 04 DEGREES 30 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE, 50.14 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, 1380.86 FEET TO THE NORTHEAST CORNER OF SAID TUSCANY WOODS; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, 754.24 FEET TO THE EAST LINE OF ROMKE ROAD AS DEDICATED BY SAID DOCUMENT NUMBER 2006K139816; THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST, 141.57 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING NORTH 44 DEGREES 47 MINUTES 51 SECONDS EAST AND ARC LENGTH OF 604.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST, 409.15 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00

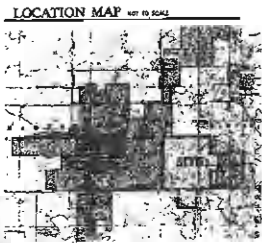
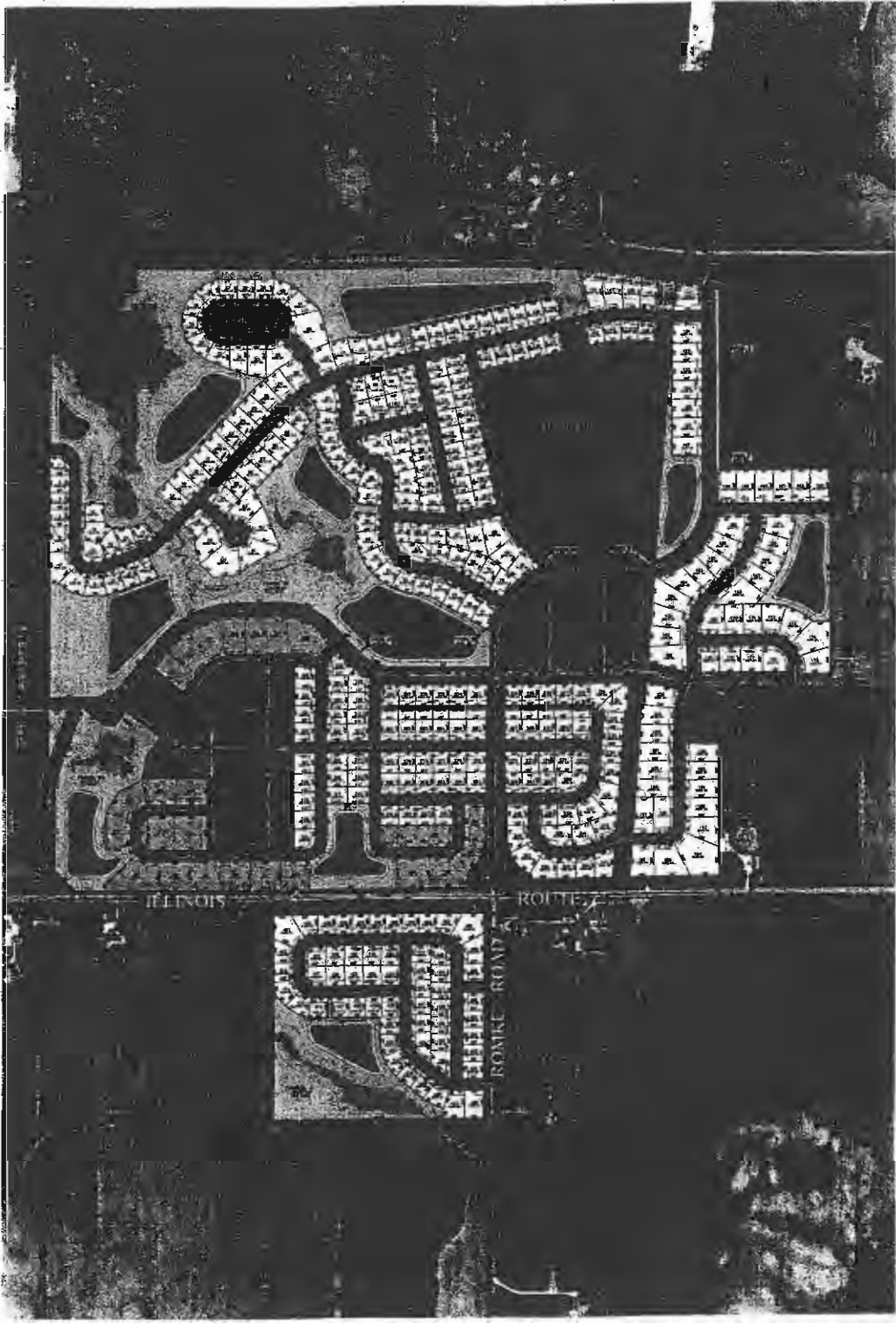


FEET, CHORD BEARING NORTH 83 DEGREES 32 MINUTES 49 SECONDS EAST AND ARC LENGTH OF 101.46 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 04 SECONDS EAST, 84.37 FEET; TO THE NORTH LINE OF SAID ROMKE ROAD; THENCE WESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING SOUTH 81 DEGREES 43 MINUTES 57 SECONDS EAST AND ARC LENGTH OF 108.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, CHORD BEARING SOUTH 44 DEGREES 47 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 730.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 141.57 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 554.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 310.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 255.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 55 MINUTES 33 SECONDS WEST, 237.98 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 321.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 263.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 590.00 FEET, CHORD BEARING SOUTH 64 DEGREES 01 MINUTES 34 SECONDS WEST AND ARC LENGTH OF 530.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38 DEGREES 15 MINUTES 18 SECONDS WEST, 309.48 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, CHORD BEARING SOUTH 64 DEGREES 00 MINUTES 14 SECONDS WEST AND ARC LENGTH OF 233.69 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, 246.72 TO THE POINT OF BEGINNING. IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

AND ALSO THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PINS: 01-23-300-006; 01-23-400-007; 01-26-100-015;
01-26-100-016; 01-26-200-013; 01-26-300-004;
01-26-100-009.

Common Address: That part of the Tuscany Woods Subdivision lying outside of Unit 1 thereof, as platted by Doc. No. 2006K139816, in the Village of Hampshire, Kane County, Illinois.



LEGAL DESCRIPTION

The South 1/2 of the Southwest 1/4 of Section 22 (except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company), also, the Southwest 1/4 of the Southwest 1/4 of Section 23 (excepting the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and except that part lying north of said Railroad); also, the Northwest 1/4 of Section 26; also, the West 1/2 of Northeast 1/4 and the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 22; also, the Northeast 1/4 of the Southwest 1/4 of Section 22, all in Township 42 North Range 8 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.

SITE DATA

TOTAL SITE AREA: 693 ACRES
 GROSS SITE DENSITY: 1.56 DU./ACRE
 TOTAL OPEN SPACE: 111.8 ACRES

LAND USE DISTRIBUTION

LAND USE TYPE	NO. OF LOTS	SQ. FT. TOTAL AREA	ACRES	% OF TOTAL ACRES
SINGLE FAMILY	22	1,000,000	22.9	3.3%
SINGLE FAMILY	14	1,000,000	22.9	3.3%
DUPLICATE	14	1,000,000	22.9	3.3%
PUBLIC OPEN SPACE	1	111,800,000	111.8	16.1%
WATER TOWER/WEIR SITE	1	111,800,000	111.8	16.1%
TOTAL	52	6,600,000	151.7	21.9%

LAND USE LEGEND

- SINGLE FAMILY (1-2 UNITS) [Symbol]
- SINGLE FAMILY (3-4 UNITS) [Symbol]
- DUPLICATE [Symbol]
- PUBLIC OPEN SPACE [Symbol]
- PRIVATE OPEN SPACE [Symbol]
- PUBLIC OPEN SPACE [Symbol]
- WATER TOWER/WEIR SITE [Symbol]

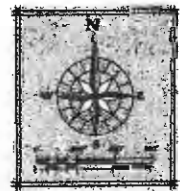
TYPICAL LOTS

12,000 SF SINGLE FAMILY LOTS

20,000 SF SINGLE FAMILY LOTS

6,300 SF DUPLEX LOTS

4,300 SF TOWNHOUSE LOTS



DEVELOPMENT PLAN

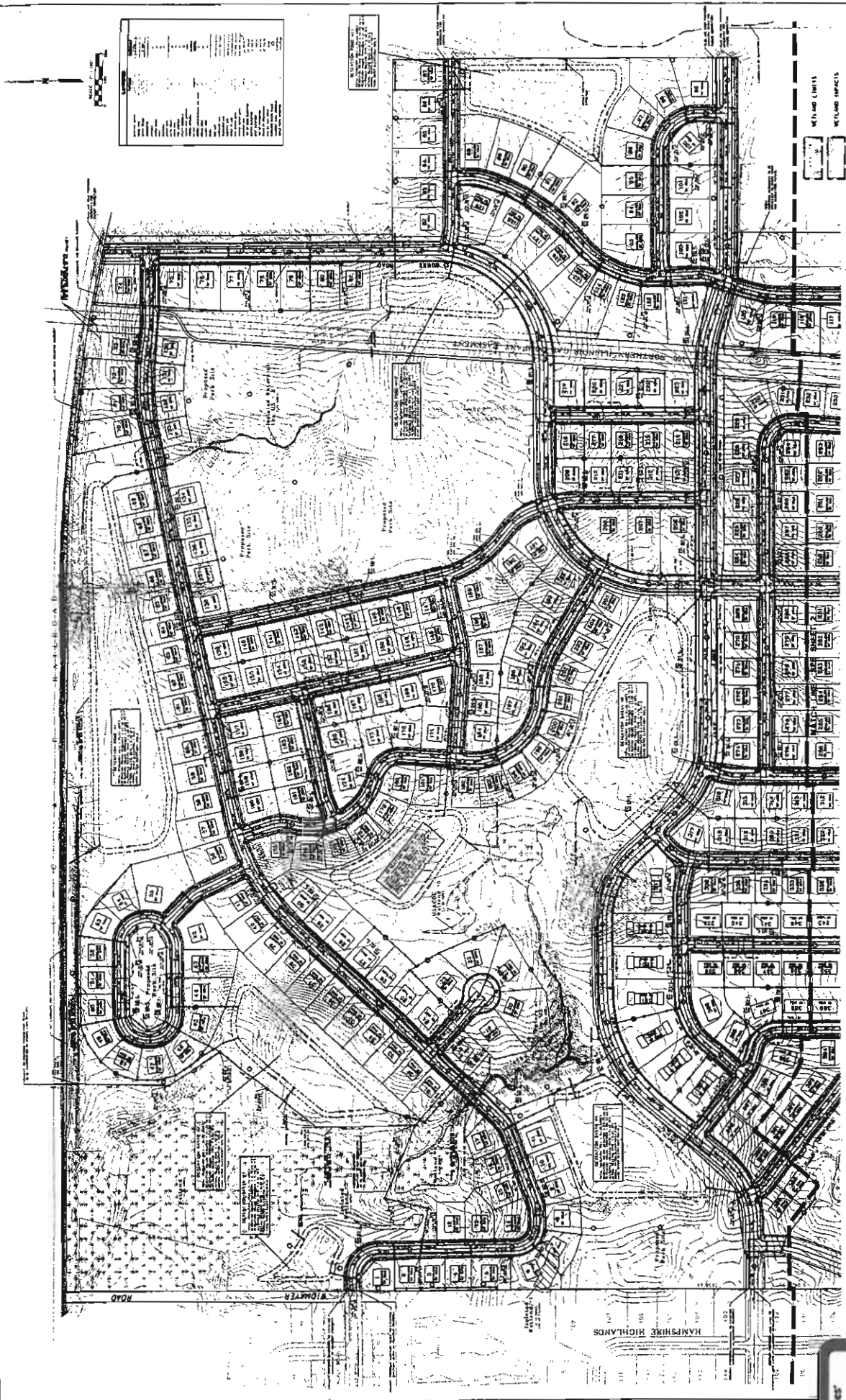
TUSCANY WOODS · PRELIMINARY PLAT · EXHIBIT "B"

VILLAGE OF HAMPSHIRE

DEVELOPER: H&J HOLDINGS, LLC | 1211 FAIRFIELD ROAD, SUITE 8 | WYLLAND, IL 60157
 ENGINEER: CHRISTOPHER B. DUNN ENGINEERING, INC. | 116 WEST MAIN STREET, SUITE 201 | ST. CHARLES, IL 60174-1854
 LAND PLANNER: LAND WORK, INC. | 116 WEST MAIN STREET, SUITE 208 | ST. CHARLES, IL 60174

EXHIBIT

BB



SYMBOL	DESCRIPTION
(Symbol)	1" = 10' (Scale)
(Symbol)	Proposed
(Symbol)	Existing
(Symbol)	Utility
(Symbol)	Setback
(Symbol)	Lot Line
(Symbol)	Property Line
(Symbol)	Right of Way
(Symbol)	Water
(Symbol)	Topography
(Symbol)	Other

CHRISTOPHER B. BURKE ENGINEERING WEST, LTD.
 116 West Main Street, Suite 201
 Hampshire, Illinois 60144
 TEL: 630.443.7755

HPI HAMPSHIRE LLC
 535 PLAINFIELD ROAD, SUITE E
 WILLOWBROOK, ILLINOIS 60527
 TEL: 630.325-5575 FAX: 630.325-5595

CLIENT: HPI HAMPSHIRE LLC
 PROJECT NO.: 1718
 PLAN NO.: 1718-01
 SHEET NO.: 1 OF 1
 DATE: 11/11/14

DESIGNER: HPI HAMPSHIRE LLC
 CHECKER: HPI HAMPSHIRE LLC
 DATE: 11/11/14

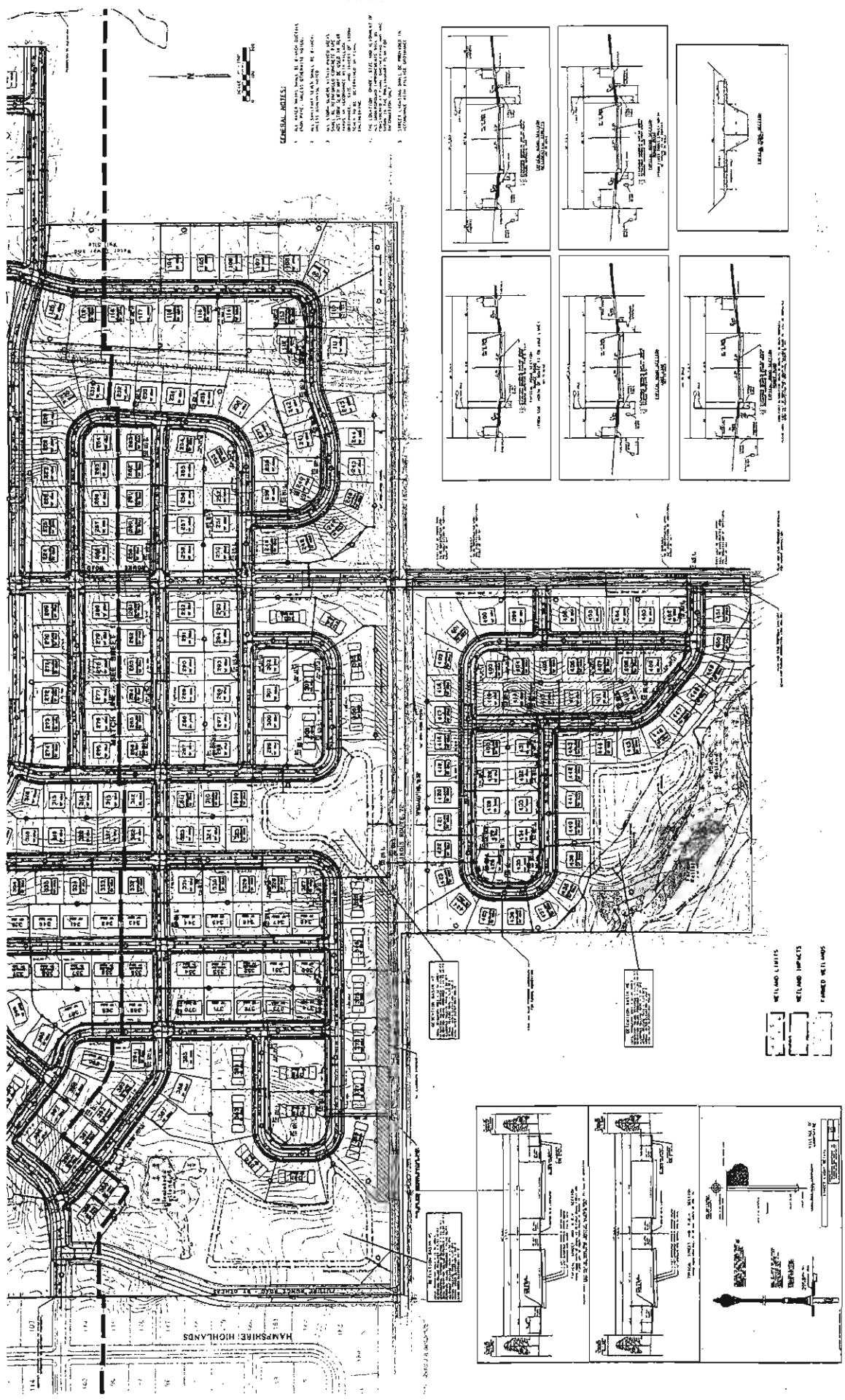
PROJECT NO.: 1718
 PLAN NO.: 1718-01
 SHEET NO.: 1 OF 1
 DATE: 11/11/14

TITLE: PRELIMINARY ENGINEERING PLAN
 TUSCANY WOODS
 HAMPSHIRE, ILLINOIS

SCALE: 1" = 10'
 DATE: 11/11/14

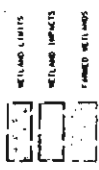
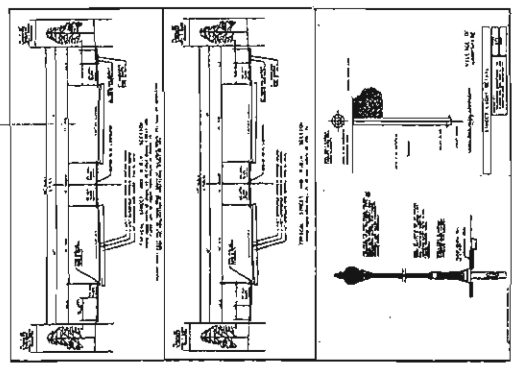
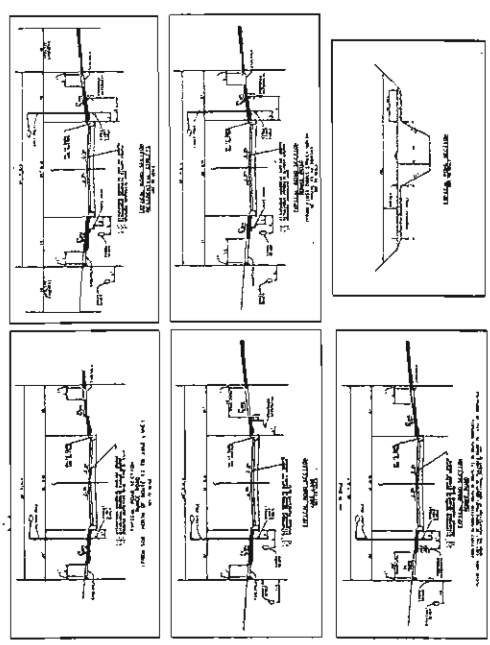
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 PLAN NO.: 1718-01
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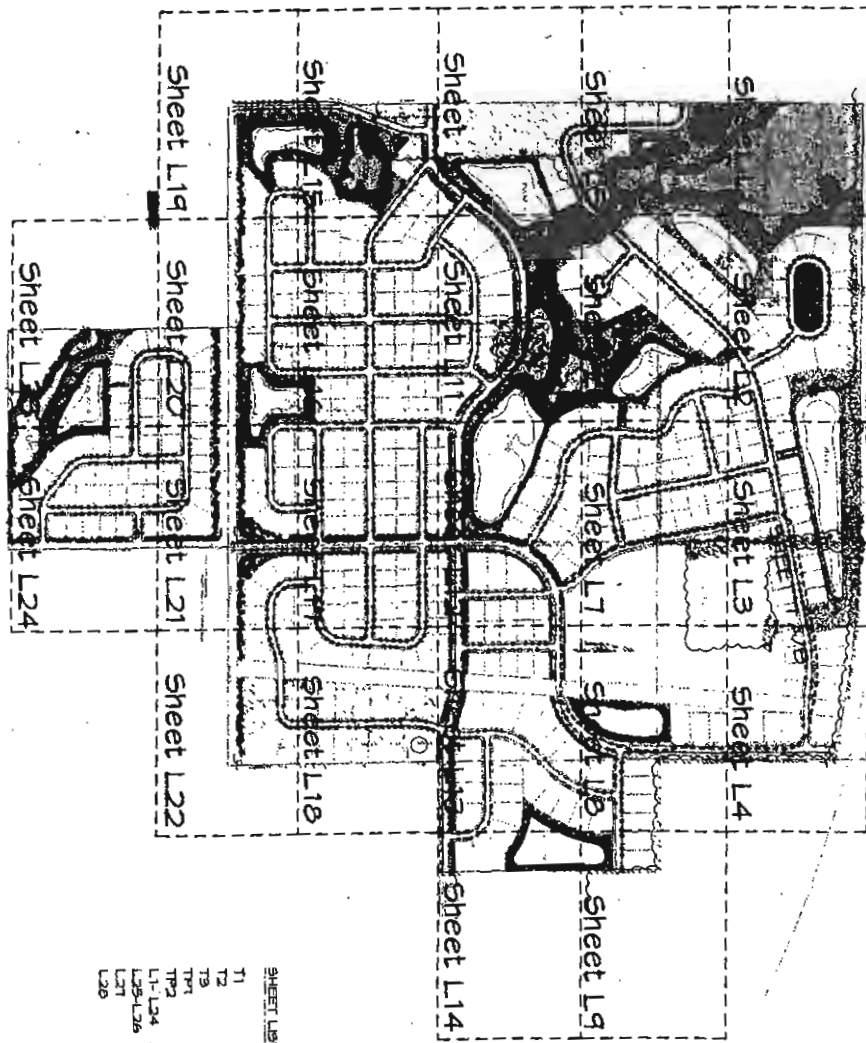
GENERAL NOTES:

1. THE SITE, "HAMPSHIRE HIGHLANDS", IS A SUBDIVISION OF LAND IN THE COUNTY OF HAMPSHIRE, ILLINOIS, AS SHOWN ON THE PLAT OF "HAMPSHIRE HIGHLANDS" RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.
2. THE LOTS SHOWN ON THIS PLAN ARE TO BE USED FOR RESIDENTIAL PURPOSES.
3. THE LOTS SHOWN ON THIS PLAN ARE TO BE USED FOR RESIDENTIAL PURPOSES.
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CHRISTOPHER B. BURKE ENGINEERING WEST, LTD. 116 West Main Street, Suite 201 St. Charles, Illinois 60114 (630) 443-7755		HPI HAMPSHIRE, LLC. 535 PLAINFIELD ROAD, SUITE C WILLOWBROOK, ILLINOIS 60527 TEL: (630) 325-5575 FAX: (630) 375-5595	
PROJECT NO. 1176 DATE 11/11/03 SHEET 2 OF 2 DRAWING NO. 2	TITLE PRELIMINARY ENGINEERING PLAN TUSCANY WOODS HAMPSHIRE, ILLINOIS	DESIGNED BY CHECKED BY DRAWN BY DATE	PROJECT NO. DATE SHEET NO. DRAWING NO.

TUSCANY WOODS LANDSCAPE DEVELOPMENT OVERALL SITE PLAN



- SHEET LIST:**
- T1 Overall Landscape Plan
 - T2 Overall Plan North
 - T3 Overall Plan South
 - TP1 Tree Preservation Plan North
 - TP2 Tree Preservation Plan South
 - L1-L24 Landscape Plan
 - L25-L26 Typical Foundation Planting NF
 - L27 Typical Buffer Planting
 - L28 Typical Foundation Planting SF



EXHIBIT K

NO.	DATE	DESCRIPTION
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Tuscany Woods
Landscape Architects and Contractors
781 N. Baskinwood Dr. Ste. 17
Rollingbrook, Illinois 60060
Tel: 630.678.1339

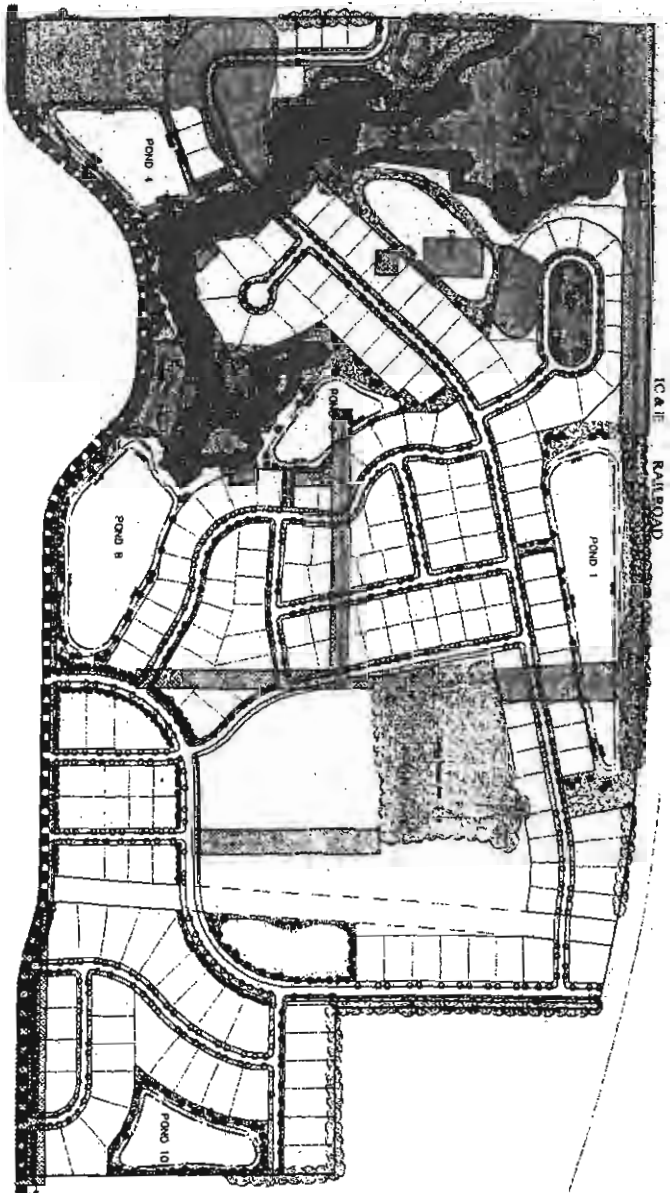
Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Baskinwood Dr. Ste. 17 Floor 250 750 6300
Rollingbrook, Illinois 60060 Tel: 630.678.1339

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EXHIBIT
DD

T2
T3



- PLANT LEGEND:**
- Parkway Swedge Tree
 - Park/Spectator Swedge Tree
 - Ornamental Tree
 - Evergreen Tree
 - Bath Stone Good Fir
 - Scottish Lark Ferns Seed with Midflowers Sea
 - Conventional Seed Lawn
 - Weeded / Owners of The U.S.
 - Unfilled Buffer

Planting Schedule - Park North

Plant	Quantity	Planting Date	Planting Location
Parkway Swedge Tree	10	10/15/00	Along Parkway
Park/Spectator Swedge Tree	5	10/15/00	Along Parkway
Ornamental Tree	15	10/15/00	Along Parkway
Evergreen Tree	10	10/15/00	Along Parkway
Bath Stone Good Fir	10	10/15/00	Along Parkway
Scottish Lark Ferns Seed with Midflowers Sea	10	10/15/00	Along Parkway
Conventional Seed Lawn	10	10/15/00	Along Parkway
Weeded / Owners of The U.S.	10	10/15/00	Along Parkway
Unfilled Buffer	10	10/15/00	Along Parkway



EXHIBIT K

NO.	DATE	DESCRIPTION
1	11/22/00	ISSUED

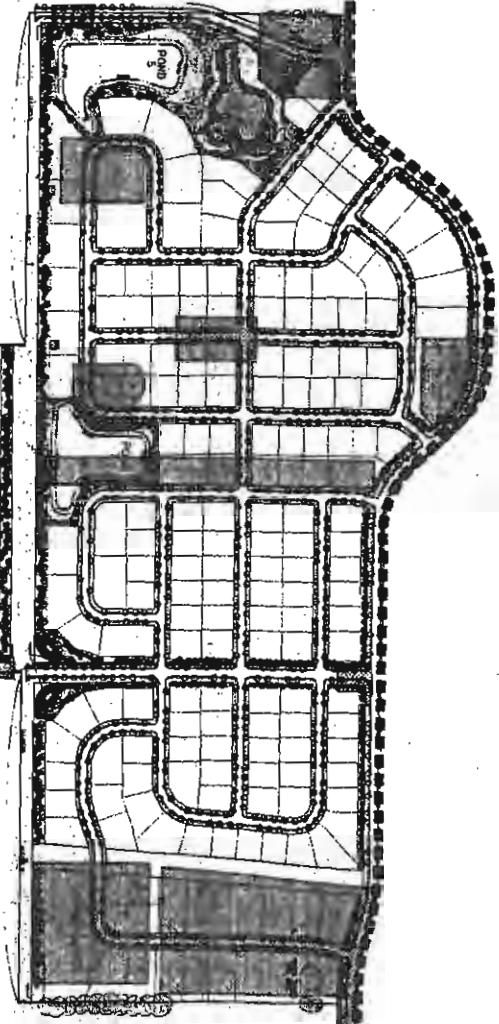
PREPARED BY	LANDWORKS LTD.
CHECKED BY	LANDWORKS LTD.
DATE	11/22/00

Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Dalebrook Dr. Bldg. 17 Phone 630 758 6900
Waukegan, Illinois 60087 Fax 630 678 1388

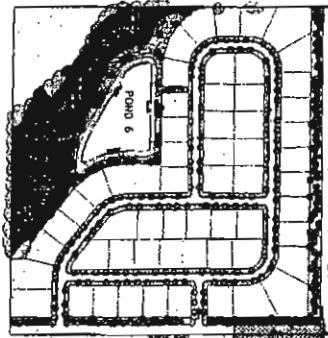
NO.	DATE	DESCRIPTION
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T2
T3



T2
T3

- PLANT LEGEND:**
- Pinyon Juniper Tree
 - Palo Verde Juniper Tree
 - Ornamental Tree
 - Evergreen Tree
 - Bash Slope Sand Mix
 - ▨ Scottish Lime Fescue Seed with Willow
 - ▩ Conventional Seed Lawn
 - ▧ Wildflower / Willows of The U.S.
 - Wildflower Shrub



Plantings from L.H. Plan Book

Plant	Quantity	Location	Notes
Pinyon Juniper	100	Area A	Plant in 10' x 10' grid
Palo Verde Juniper	100	Area B	Plant in 10' x 10' grid
Ornamental Tree	50	Area C	Plant in 10' x 10' grid
Evergreen Tree	50	Area D	Plant in 10' x 10' grid
Bash Slope Sand Mix	1000	Area E	Plant in 10' x 10' grid
Scottish Lime Fescue Seed with Willow	1000	Area F	Plant in 10' x 10' grid
Conventional Seed Lawn	1000	Area G	Plant in 10' x 10' grid
Wildflower / Willows of The U.S.	1000	Area H	Plant in 10' x 10' grid
Wildflower Shrub	1000	Area I	Plant in 10' x 10' grid



EXHIBIT K

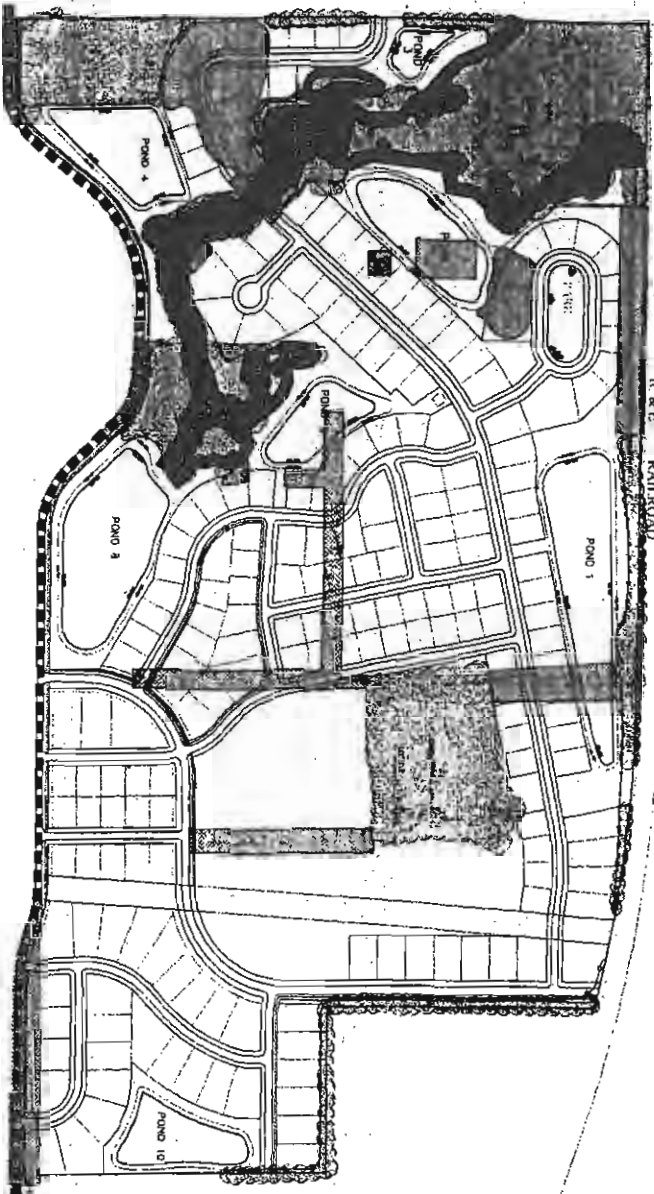
NO.	DATE	DESCRIPTION
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2	1/1/2007	ISSUED FOR CONSTRUCTION
3	1/1/2007	ISSUED FOR AS-BUILT

PREPARED BY
O'NEILL
PLAN
BOOK

Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Deeringbrook Dr. Bldg. 17 Phone 630 780 8200
Bolingbrook, Illinois 60440 Fax 630 676 1988

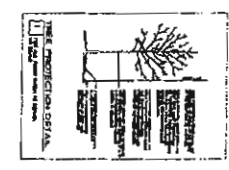
NO.	DATE	DESCRIPTION
1	1/1/2007	ISSUED FOR PERMITTING
2	1/1/2007	ISSUED FOR CONSTRUCTION
3	1/1/2007	ISSUED FOR AS-BUILT



TP1
TP2

TP1
TP2

TREE PRESERVATION
LEGEND
 TREES TO REMAIN
 TREES TO BE REMOVED
 TREE PROTECTION FENCE



NOTE: GRASS OR REMOVE
 LEAF LITTER TO A DEPTH OF TWO
 FEET TO BE MAINTAINED ON ALL
 TREES REMOVED.

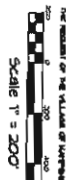


EXHIBIT K
 TP1

Tuscany Woods
 Hampshire, Illinois
 H.P.J. KAMPSHIRE LLC

LANDWORKS LTD.
 Landscape Architects and Contractors

721 N. DeLagrange Dr. Bldg 17 Phone 630 780 8300
 Bensenville, Illinois 60009 Fax 630 676 1288

NO.	DATE	DESCRIPTION
1	11/11/00	PRELIMINARY
2	11/11/00	CONCEPT
3	11/11/00	FINAL
4	11/11/00	AS BUILT
5	11/11/00	AS BUILT

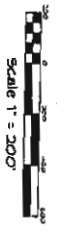
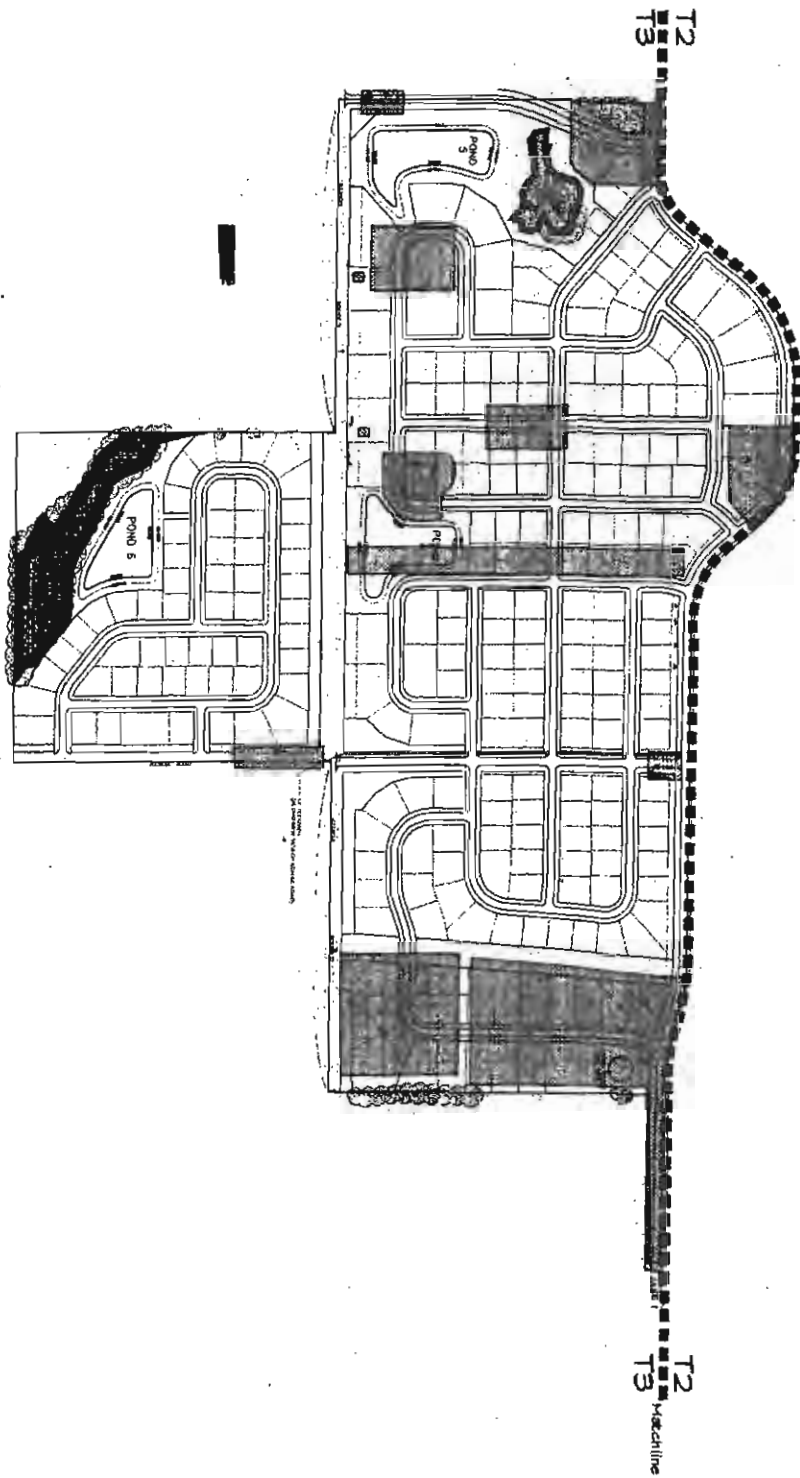


EXHIBIT K

NO.	DATE	DESCRIPTION	BY
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5	1-2007	REVISION	LANDWORKS LTD.
6	1-2007	REVISION	LANDWORKS LTD.
7	1-2007	REVISION	LANDWORKS LTD.
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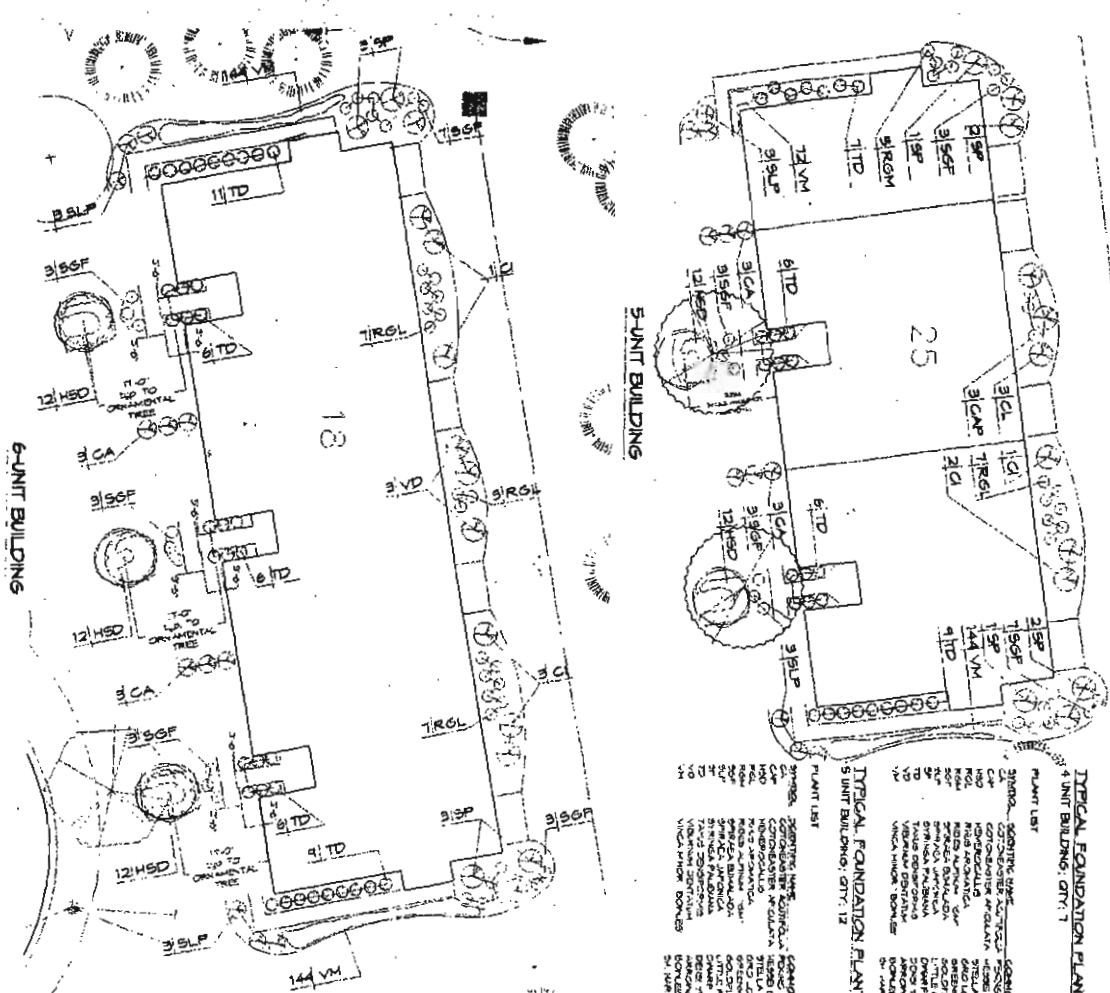
PREPARED BY
LANDWORKS LTD.
PRESERVATION
PLAN - 2007

Tuscany Woods
Hampshire, Illinois
M.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Bellvue Dr. Ste. 17 Phone 630.755.8200
Palmdale, Illinois 62440 Fax 630.679.1388

NO.	DATE	DESCRIPTION	BY
1	1-2007	PRELIMINARY PLAN	LANDWORKS LTD.
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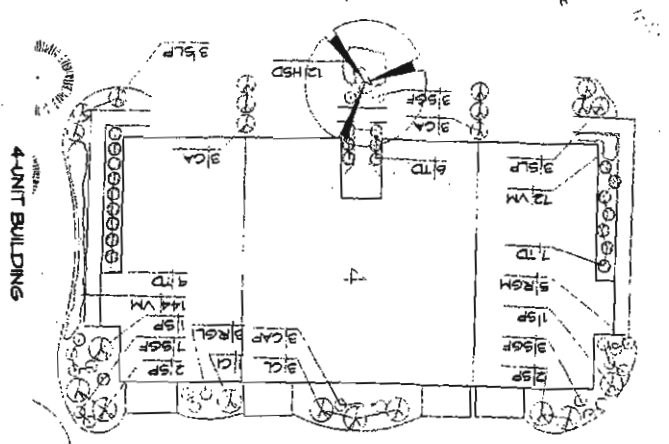
TP2



TYPICAL FOUNDATION PLANTING PLAN
4 UNIT BUILDING, CITY 7

PLANT LIST

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE, DBH
12 VM	VERBENA MEXICANA	VERBENA	24"
11 SP	SPIRUEA	SPIRUEA	24"
10 SP	SPIRUEA	SPIRUEA	24"
9 SP	SPIRUEA	SPIRUEA	24"
8 SP	SPIRUEA	SPIRUEA	24"
7 SP	SPIRUEA	SPIRUEA	24"
6 SP	SPIRUEA	SPIRUEA	24"
5 SP	SPIRUEA	SPIRUEA	24"
4 SP	SPIRUEA	SPIRUEA	24"
3 SP	SPIRUEA	SPIRUEA	24"
2 SP	SPIRUEA	SPIRUEA	24"
1 SP	SPIRUEA	SPIRUEA	24"
11 CA	CORONILLA	CORONILLA	24"
10 CA	CORONILLA	CORONILLA	24"
9 CA	CORONILLA	CORONILLA	24"
8 CA	CORONILLA	CORONILLA	24"
7 CA	CORONILLA	CORONILLA	24"
6 CA	CORONILLA	CORONILLA	24"
5 CA	CORONILLA	CORONILLA	24"
4 CA	CORONILLA	CORONILLA	24"
3 CA	CORONILLA	CORONILLA	24"
2 CA	CORONILLA	CORONILLA	24"
1 CA	CORONILLA	CORONILLA	24"



TYPICAL FOUNDATION PLANTING PLAN
4 UNIT BUILDING, CITY 4

PLANT LIST

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE, DBH
12 VM	VERBENA MEXICANA	VERBENA	24"
11 SP	SPIRUEA	SPIRUEA	24"
10 SP	SPIRUEA	SPIRUEA	24"
9 SP	SPIRUEA	SPIRUEA	24"
8 SP	SPIRUEA	SPIRUEA	24"
7 SP	SPIRUEA	SPIRUEA	24"
6 SP	SPIRUEA	SPIRUEA	24"
5 SP	SPIRUEA	SPIRUEA	24"
4 SP	SPIRUEA	SPIRUEA	24"
3 SP	SPIRUEA	SPIRUEA	24"
2 SP	SPIRUEA	SPIRUEA	24"
1 SP	SPIRUEA	SPIRUEA	24"
11 CA	CORONILLA	CORONILLA	24"
10 CA	CORONILLA	CORONILLA	24"
9 CA	CORONILLA	CORONILLA	24"
8 CA	CORONILLA	CORONILLA	24"
7 CA	CORONILLA	CORONILLA	24"
6 CA	CORONILLA	CORONILLA	24"
5 CA	CORONILLA	CORONILLA	24"
4 CA	CORONILLA	CORONILLA	24"
3 CA	CORONILLA	CORONILLA	24"
2 CA	CORONILLA	CORONILLA	24"
1 CA	CORONILLA	CORONILLA	24"

TYPICAL FOUNDATION PLANTING PLANS
PRELIMINARY
SCALE: 1"=10'
EXHIBIT K

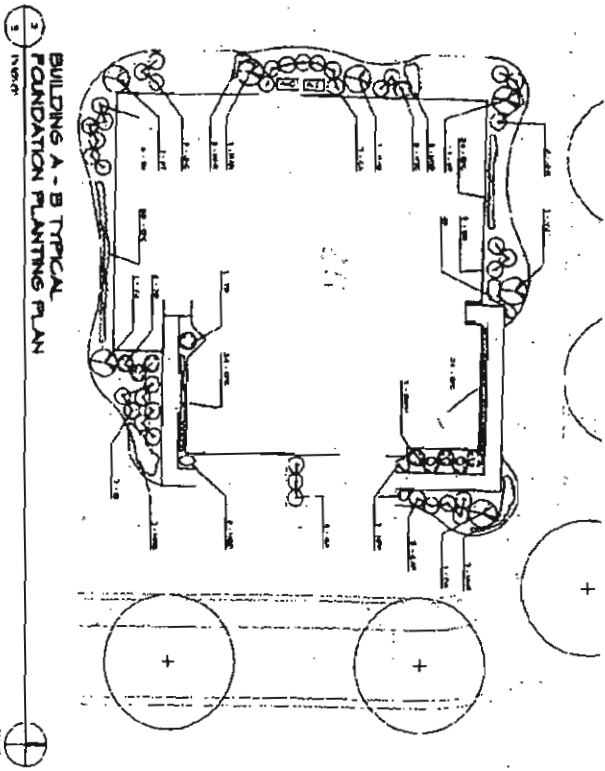
NO.	DATE	BY	CHKD.
125			

Project Name	Tueany Woods
Client Name	H.P.I. HAMPSHIRE LLC
Project Address	

Tueany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Schlegelbrook Dr., Ste. 17 Phone 830 750 8300
Maitland, Illinois 60140 Fax 830 670 1288

NO.	DATE	BY	CHKD.

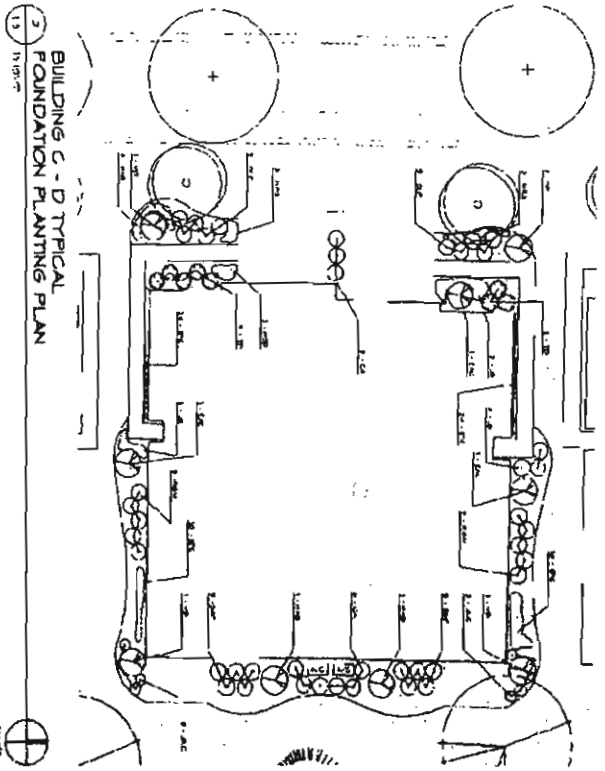


1
1:100
BUILDINGS A - B TYPICAL
FOUNDATION PLANTING PLAN
A - B BUILDINGS, CITY - 8

Code	Plant Name	Quantity	Notes
1.1.01
1.1.02
1.1.03
1.1.04
1.1.05
1.1.06
1.1.07
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1.1.25
1.1.26
1.1.27
1.1.28
1.1.29
1.1.30

LANDSCAPE STANDARDS:

STREET TREES FOR VILAGE CODE, ADJUST STREET TREES TO AVOID
 DRIVEWAYS, LIGHTS, SIGNAGE, FIRE HYDRANTS, ETC.
 ADJUST PLANTING TO AVOID DRAINAGE SWALE ETC.
 PLANT MATERIAL, SUBJECT TO MARKET AVAILABILITY AT THE TIME OF
 CONSTRUCTION, SUBSTITUTIONS SUBJECT TO THE APPROVAL OF THE
 LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
 PLANT MATERIAL QUANTITIES ARE PROVIDED FOR THE CONFORMANCE OF
 THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL
 VERIFY ALL QUANTITIES IN THE EVENT OF A DISCREPANCY THE ACTUAL
 COUNT OF THE DELIVERED SPECIES SHOWN ON THE PLANS AND / OR THE
 ACTUAL AREA MEASURE OF THE SITE SHALL PREVAIL.
 SPECIES, SPECIES MIX AND LOCATION SHALL BE DETERMINED BY THE FIELD BY PRODUCT
 LANDSCAPE ARCHITECT.



2
1:100
BUILDINGS C - D TYPICAL
FOUNDATION PLANTING PLAN
C - D BUILDINGS, CITY - 20

Code	Plant Name	Quantity	Notes
1.1.01
1.1.02
1.1.03
1.1.04
1.1.05
1.1.06
1.1.07
1.1.08
1.1.09
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EXHIBIT K

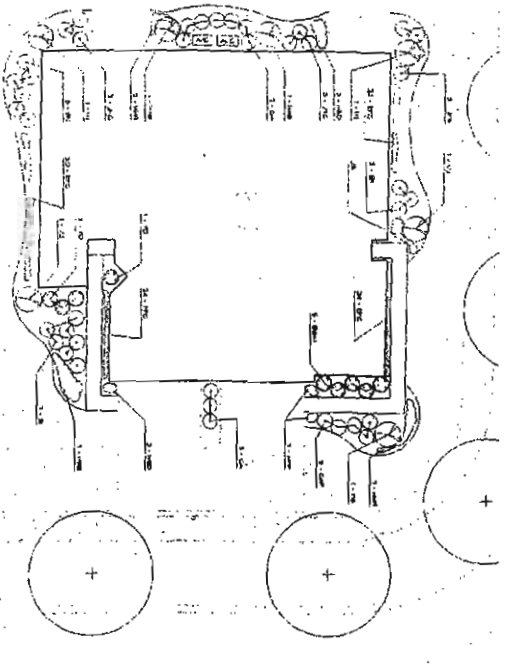
DATE	
SCALE	
BY	
CHECKED	
DATE	

LANDWORKS LTD.
 Landscape Architects and Contractors
 761 St. Albans Road St. Albans, Herts. SG8 9JF
 Tel: 0456 766 000 Fax: 0456 766 000

Therapy Woods
 Hampshire, Hants
 H.P.I. HAMPSHIRE LTD

TYPICAL
 FOUNDATION
 PLANTING
 PLAN REFERENCE

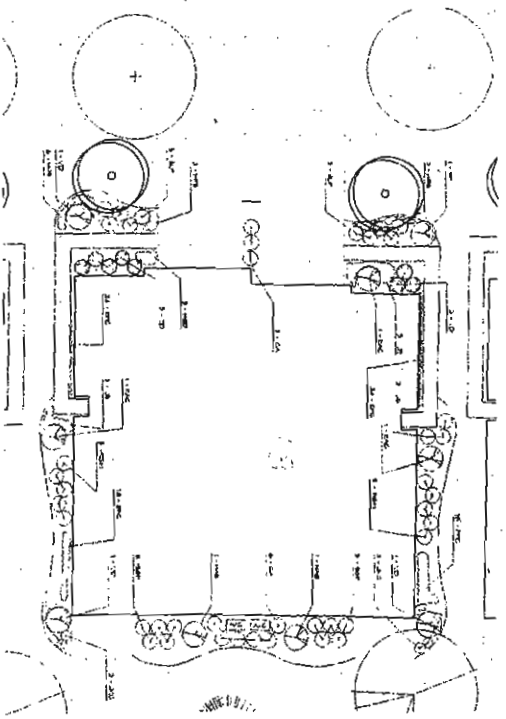
L26



3
15
1/8" = 1'-0"
BUILDING A - B TYPICAL
FOUNDATION PLANTING PLAN
A - B BUILDING: CITY - 5

NO.	PLANT	QTY	PLANT	QTY
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LANDSCAPE STANDARDS:
 STREET TREES PER VILLAGE CODE, ADJUST STREET TREES TO AVOID DRIVEWAYS, LIGHTS, SEWERS, FIRE HYDRANTS ETC.
 ADJUST PLANTING TO AVOID DRAINAGE SWALES.
 PLANT MATERIAL SUBJECT TO MARKET AVAILABILITY AT THE TIME OF CONSTRUCTION. SUBSTITUTIONS MUST BE TO THE APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE.
 PLANT MATERIAL QUANTITIES ARE PROVIDED FOR THE CONFORMANCE OF THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES IN THE EVENT OF A DISCREPANCY THE ACTUAL QUANTITY OF MATERIALS SHALL BE AS SHOWN AND NOT ON THE ACTUAL RESURFACING OF THE SITE SHALL PREVAIL.
 PREVIOUS SPECIES MIX AND LOCATION SHALL BE DETERMINED BY PROJECT LANDSCAPE ARCHITECT.



3
15
1/8" = 1'-0"
BUILDING C - D TYPICAL
FOUNDATION PLANTING PLAN
C - D BUILDING: CITY - 26

NO.	PLANT	QTY	PLANT	QTY
1
2
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LANDSCAPE STANDARDS:
 STREET TREES PER VILLAGE CODE, ADJUST STREET TREES TO AVOID DRIVEWAYS, LIGHTS, SEWERS, FIRE HYDRANTS ETC.
 ADJUST PLANTING TO AVOID DRAINAGE SWALES.
 PLANT MATERIAL SUBJECT TO MARKET AVAILABILITY AT THE TIME OF CONSTRUCTION. SUBSTITUTIONS MUST BE TO THE APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE.
 PLANT MATERIAL QUANTITIES ARE PROVIDED FOR THE CONFORMANCE OF THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES IN THE EVENT OF A DISCREPANCY THE ACTUAL QUANTITY OF MATERIALS SHALL BE AS SHOWN AND NOT ON THE ACTUAL RESURFACING OF THE SITE SHALL PREVAIL.
 PREVIOUS SPECIES MIX AND LOCATION SHALL BE DETERMINED BY PROJECT LANDSCAPE ARCHITECT.

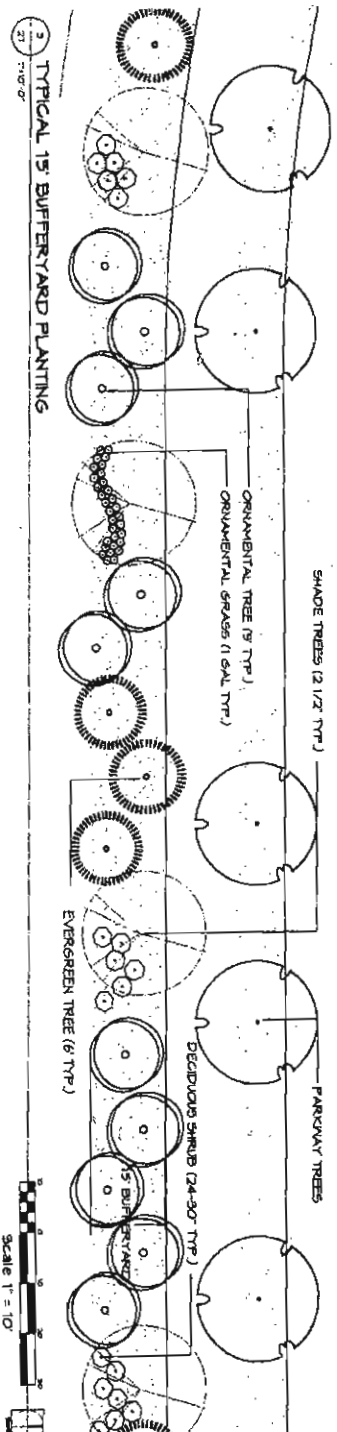
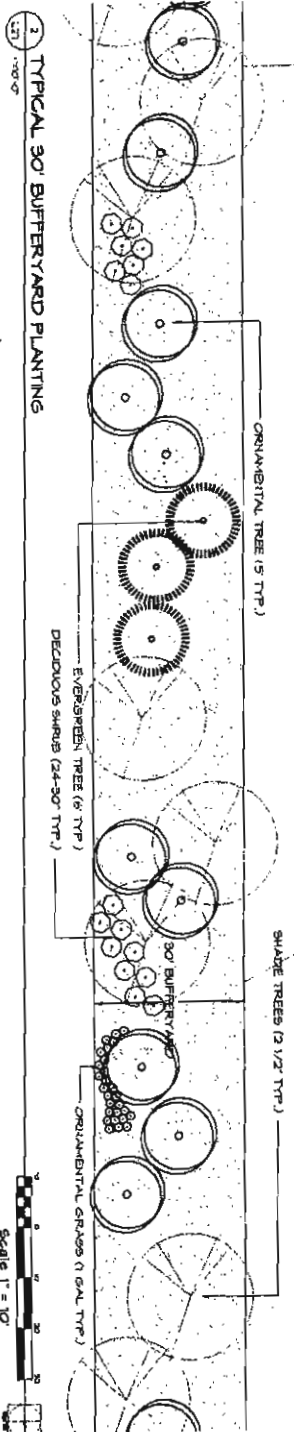
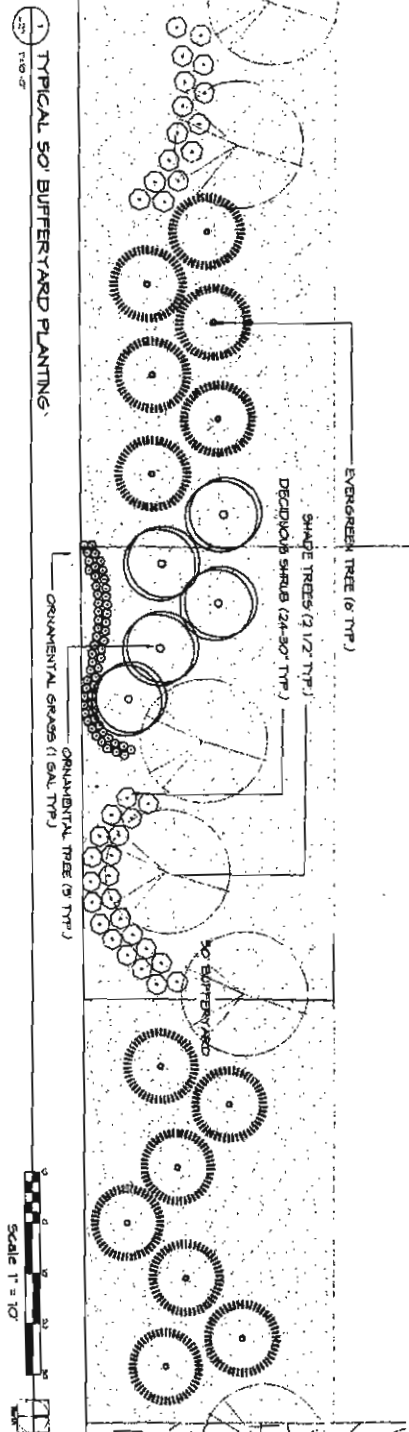
LANDWORKS LTD.
 Landscape Architects and Contractors
 721 N. Seligman Dr. Suite 17 Phone 630 769 8200
 Schaumburg, Illinois 60196 Fax 630 679 1388

Tuscany Woods
 Hampshire, Illinois
 H.P.I. HAMPSHIRE LLC

TYPICAL FOUNDATION PLANTING STANDARDS

NO.	PLANT	QTY	PLANT	QTY
1
2
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EXHIBIT K
 L26



NO.	DATE	BY	CHKD.

LANDWORKS LTD.
 Landscape Architects and Contractors
 781 N. Redbank Dr. Bldg. 17 Phone 630 788 8300
 Bolingbrook, Illinois 60440 Fax 630 676 1388

Tuscany Woods
 Hampshire, Illinois
 H.P.I. HAMPSHIRE LLC

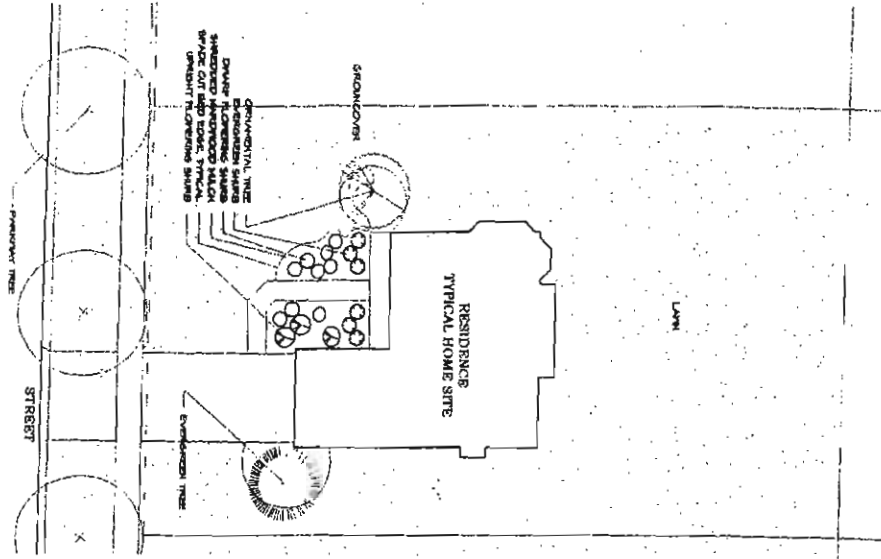
LANDSCAPE ARCHITECTURE
 TYPICAL BUFFERYARD PLANTING

NO.	DATE	BY	CHKD.

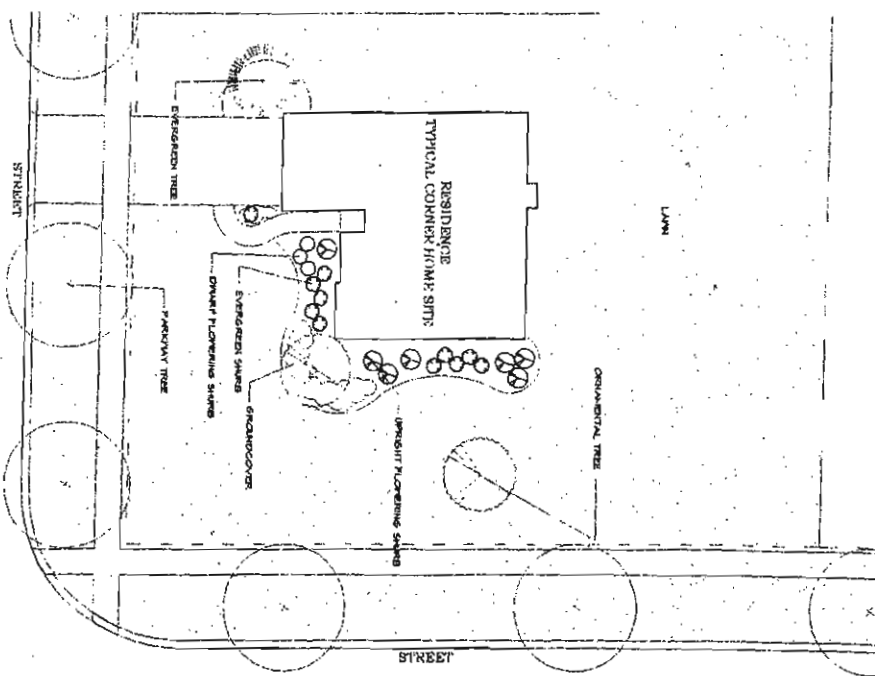
EXHIBIT K

L27

1 TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN
Scale: 1/8" = 1'-0"



2 TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN
Scale: 1/8" = 1'-0"



1. GENERAL NOTES:
 2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
 3. ALL PLANTS SHALL BE SUPPLIED BY THE CONTRACTOR.
 4. ALL PLANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
 5. ALL PLANTS SHALL BE WATERED AND MAINTAINED THROUGHOUT THE FIRST YEAR.
 6. ALL PLANTS SHALL BE PROTECTED FROM DAMAGE BY VEHICLES AND OTHER MEANS.
 7. ALL PLANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
 8. ALL PLANTS SHALL BE WATERED AND MAINTAINED THROUGHOUT THE FIRST YEAR.
 9. ALL PLANTS SHALL BE PROTECTED FROM DAMAGE BY VEHICLES AND OTHER MEANS.
 10. ALL PLANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.

EXHIBIT K

NO.	DATE	DESCRIPTION
1	11.15.11	ISSUED FOR PERMIT
2	11.15.11	ISSUED FOR PERMIT
3	11.15.11	ISSUED FOR PERMIT
4	11.15.11	ISSUED FOR PERMIT
5	11.15.11	ISSUED FOR PERMIT
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7	11.15.11	ISSUED FOR PERMIT
8	11.15.11	ISSUED FOR PERMIT
9	11.15.11	ISSUED FOR PERMIT
10	11.15.11	ISSUED FOR PERMIT

TYPICAL
 FOUNDATION
 PLANTING PLAN
 SINGLE FAMILY

Tuscany Woods
 Hampshire, Illinois
 H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
 Landscape Architects and Contractors
 781 N. Elmwood Dr. Ste. 17 Phone: 630.789.8200
 Melrose Park, Illinois 60164 Fax: 630.678.1388

NO.	DATE	DESCRIPTION
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2	11.15.11	ISSUED FOR PERMIT
3	11.15.11	ISSUED FOR PERMIT
4	11.15.11	ISSUED FOR PERMIT
5	11.15.11	ISSUED FOR PERMIT
6	11.15.11	ISSUED FOR PERMIT
7	11.15.11	ISSUED FOR PERMIT
8	11.15.11	ISSUED FOR PERMIT
9	11.15.11	ISSUED FOR PERMIT
10	11.15.11	ISSUED FOR PERMIT

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

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

THE ABOVE SPACE FOR RECORDER'S USE

**AMENDMENT TO
RECAPTURE AGREEMENT FOR THE HAMPSHIRE CREEK INTERCEPTOR
SEWER BETWEEN PHI-HAMPSHIRE, INC., AN ILLINOIS CORPORATION
AND THE VILLAGE OF HAMPSHIRE**

THIS AMENDMENT TO RECAPTURE AGREEMENT ("Amendment") is made and entered into as of April 17, 2014, by and between PHI-HAMPSHIRE, INC., an Illinois corporation ("PHI"), successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, and the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation, located in Kane County, Illinois (the "Village").

This Amendment is joined by Tuscany Woods Holdings, Inc. ("TWHI"), an Illinois corporation, as the current title holder to the property designated as Unit 1 of the Tuscany Woods Subdivision, as more fully set forth in the Recitals below. TWHI, together with PHI-Hampshire, Inc. above, are referred to herein as "Developers." Developers and the Village are hereinafter individually referred to as a "Party" and collectively as the "Parties."

This Amendment is made to include the additional costs incurred in construction of the First Sewer Expansion Project in the Village (as hereinafter defined), which Project includes the Hampshire Creek Interceptor Sewer and other work, but specifically does not include costs for the following: certain costs incurred by PHI-Hampshire, Inc. for expansion of the Village's Wastewater Treatment Facility to 1.5 mgd Capacity Project (pursuant to the Agreement for



Financing the WWTF Expansion to 1.5 mgd Capacity, dated February 2, 2006) (defined below as the "Final Adjustment Cost"); and certain costs incurred by Hampshire West, LLC, in relation to the Hampshire Creek Interceptor Sewer Project (defined below as the "HCIS Contribution Cost"), which costs upon request of the paying party, when paid, and when certified by the Village Engineer will be identified for recapture purposes in a separate agreement.

RECITALS

A. PHI-Hampshire, Inc., an Illinois corporation, is the successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company.

B. HPI-Hampshire, L.L.C. and the Village have previously entered into the Tuscany Woods Development Agreement ("Development Agreement") dated September 2, 2004, concerning the Tuscany Woods Development.

C. Subsequently, a portion of the Tuscany Woods Subdivision was transferred to a separate entity; was platted as "Unit 1" of the Subdivision; and was the subject of a foreclosure action which has resulted in title to Unit 1 currently being held by Tuscany Woods Holdings, Inc.

D. The Subdivision consists of real estate consisting of approximately 409.8 acres; Unit 1 and the remainder of the territory in the Subdivision are legally described as set forth on Exhibit "A," attached hereto and incorporated herein by this reference.

E. For purposes of convenience, the territory described on Exhibit "A" as the territory outside of Unit 1 will be referred to herein as "Unit 2."

F. For purposes of convenience, PHI-Hampshire, Inc. and Tuscany Woods Holdings, Inc. (together with their predecessors in title) will be referred to herein as "Developers."

G. Pursuant to the Development Agreement, Developers were required to fund the costs for the First Sewer Expansion Project, including costs incurred to design, permit and construct the Hampshire Creek Interceptor Sewer. It is acknowledged and agreed that another party (to wit: Hampshire West, LLC) in fact obtained permits for and constructed a portion of the Hampshire Creek Interceptor Sewer, from a point commencing at the connection of the interceptor sewer to the existing Village Wastewater Treatment Facility, and running northward across Hampshire Creek for approximately four hundred fifty lineal feet of interceptor sewer main. Developers constructed the remainder of the Hampshire Creek Interceptor sewer to a point on the northern boundary of the Tuscan Woods Development.

H. Pursuant to the terms of the Development Agreement, Developers were to receive credit against the costs incurred for the First Sewer Expansion Project for the Sewer Impact Fees and Sewer Connection Fees due in relation to the improvements to be constructed in the Subdivision, and were to be allowed to recapture any costs incurred in excess of said credit by means of a recapture agreement with the Village.

I. The First Sewer Expansion Project will benefit other properties in the area.

J. In reliance on the Village's covenants, agreement and representations contained in this Amendment and in the Development Agreement, Developers have incurred substantial costs in funding the construction of the First Sewer Expansion Project.

K. Recapture due under this Amendment shall be based upon the total amount of Certified Cost-Final for the First Sewer Expansion Project (as defined herein), less the credit for Sewer Impact Fees and Sewer Connection Fees due in relation to the improvements in the Subdivision.

L. The amount so calculated shall be collected by the Village from the owners of properties benefited by such improvements, in accordance with the terms of this Agreement.

M. The planned growth of the Village and the health, safety and welfare of the residents of the Village has been furthered by construction of the Hampshire Creek Interceptor Sewer.

N. The Parties are entering into this Amendment pursuant to: (a) the authority granted in Division 5 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9-5-1 and 5/9-5-2, (b) the authority granted in the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and of Act 220 of Chapter 5 of the Illinois Compiled Statutes (5 ILCS 220/1 *et seq.*; (c) the Village's general police powers; and (d) the provisions of the Development Agreement.

O. The Village has adopted and shall adopt the necessary ordinances required by state statute to approve this Amendment and to authorize the payment of the Recapture Amounts.

P. Each of the Developers has separately entered into a certain agreement with the Village, titled "Amended and Re-Stated Development Agreement," dated April ____, 2014, respectively, which amended agreements each include terms and provisions relating to the recapture rights described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are material to this Amendment and are expressly incorporated into and made a part of this Amendment as fully as though set forth in their entirety in this Paragraph 1. The Parties acknowledge the accuracy and truth of the foregoing recitals.

2. **Definitions.**

(a) "Benefited Property" refers to the properties identified on the map Identifying the Benefited Properties attached hereto as Exhibit "B" and on the PIN list of the Benefited Properties, attached hereto as Exhibit "C".

(b) "Certified Cost-Partial" refers to the cost incurred by Developer prior to December 31, 2006, and memorialized in a Recapture Agreement dated December 13, 2006, and recorded with the Office of the Kane County Recorder on January 7, 2007 as Document No. 2007K001114. The Certified Cost-Partial was approved and certified by the Village as a portion of the total estimated costs for construction of First Sewer Expansion Project, including the portion of the Hampshire Creek Interceptor Sewer for which Developers bore responsibility. The Certified Cost-Partial is Two Hundred Seven Thousand Four Hundred Ninety Four and 40/100 Dollars (\$207,494.40).

(c) "Certified Cost-Final" refers to the amount certified by the Village Engineer as the final actual cost incurred by Developers for the First Sewer Expansion Project. The Certified Cost-Final includes the Certified Cost-Partial and the additional costs thereafter incurred by Developers and totals Four Million Four Hundred Seventeen Thousand One Hundred Twenty and 68/100 (\$4,417,120.68) Dollars.

(d) "Connection" or "Connecting" refers to the earlier to occur of approval by the Village of a Final Plat of Subdivision for all or any portion of a Benefited Property; or issuance by the Village of a building permit for the first residential unit on the Benefited Property. It is the parties' intent to construe this provision in a manner most favorable to the Developers collecting the recapture at the earliest possible date.

(e) "Connection and Impact Fees" refers to the Sanitary Sewer connection fees and the wastewater treatment impact fees described in the Development Agreement (See Exhibit D to said Development Agreement).

(f) "Date of Completion" refers to the date the Village determines that the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, is complete and operational.

(g) "Developers" refers to PHI-Hampshire, Inc., an Illinois corporation, and Tuscany Woods Holdings, Inc., an Illinois corporation.

(h) "Developer(s) of Benefited Property", see definition of "Owner(s) of Benefited Property" below.

(i) "Developers' Property" refers to the approximate 409.8 acres generally known as the "Tuscany Woods Subdivision" in the Village of Hampshire.

(j) "Development Agreement" means the Development Agreement by and between HPI-Hampshire, LLC and the Village of Hampshire, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704.

(k) "First Sewer Expansion Project" refers to the sewer improvements described in the Development Agreement, and as subsequently modified as to the Hampshire Creek Interceptor Sewer (after a portion thereof had been constructed by another party as described above) and specifically excluding the Final Adjustment Cost of the expansion of the Village's Wastewater Treatment Facility to 1.5 mgd capacity.

(l) "Final Adjustment Cost" refers to a payment due from PHI-Hampshire, Inc. to Hampshire East, LLC after final reconciliation of the contributions of the parties, pursuant to the terms and provisions of the that certain Agreement for Financing Expansion of the WWTF to 1.5 mgd Capacity, dated February 2, 2006.

(m) "Final Plat Approval" refers to the adoption of the appropriate resolution or ordinance by the Corporate Authorities approving a Final Plat of Subdivision, a final development plan, or a comparable type of plat or plan.

(n) "Final Plat of Subdivision" refers to the term and process set forth in Chapter 7 of the Village of Hampshire Municipal Code, as amended from time to time.

(o) "HCIS Contribution Cost" refers to that certain cost incurred by Hampshire West LLC for construction of a portion of the Hampshire Creek Interceptor Sewer as described in Recital G above.

(p) "Owner(s) of Benefited Property" refers to the record title holders of property identified on the maps identifying the Benefited Properties, Exhibit "B," and on the Benefited Properties List, Exhibit "C."

(q) "Permanent Index Numbers (PIN)" refers to the convention used by the County Recorder's Office for assigning reference numbers for the purpose of identifying parcels of property by township, section, lot and block.

(r) "Population Equivalent" or "PE" refers to the engineering standard utilized for design of waste water and water usage facilities, for purposes of this Amendment, at 100 gallons of water per person per day, for single family residence dwelling units, 3.5 PE, and for condominiums or apartments, 3.0 PE.

(s) "Recapture Amount" refers to the computation set forth in paragraph 5 due and owing from an Owner of a Benefited Property.

(t) "Service Area" refers to the total area of the Developer's Property and Benefited Properties for which the Hampshire Creek Interceptor Sewer has been designed to serve, which is 2,114 acres, as depicted on Exhibit "C."

(u) "Village" refers to the Village of Hampshire.

3. Certified Cost and Certified Capacity.

(a) The Village certifies by this Amendment that the Certified Cost-Final for the First Sewer Expansion Project is Four Million Four Hundred Seventeen Thousand One

Hundred Twenty and 48/100 Dollars (\$4,417,120.68), as set forth in Exhibit "D." This figure includes the costs previously certified by the Village as the Certified Cost-Partial. This figure does not include the Final Adjustment Cost or the HCIS Contribution Cost.

(b) The Service Area for the First Sewer Expansion Project is the area shown on Exhibit "C," and constituting 2,114 acres, more or less.

(c) The Certified Cost-Final of constructing each component of the First Sewer Expansion Project includes the following:

(i) All engineering costs and expense for preparation of the plans and specifications for each component of the First Sewer Expansion Project, and any revision thereto, and all other engineering costs and expenses incurred by the Village in designing the First Sewer Expansion Project;

(ii) The total amounts paid in connection with the construction of each component of the First Sewer Expansion Project, which shall be verified by the Village Engineer's review of schedules of values, contracts, final waivers of lien, and proofs of payment;

(iii) Any and all permit fees, construction engineering fees paid by Developer, including payments or reimbursements to the Village for review, inspections and/or oversight by the Village Engineer, and payments to any other governmental agencies having jurisdiction over the Benefited Properties, in connection with the construction of each component of the First Sewer Expansion Project;

(iv) All costs and expenses paid or incurred in connection with the securing of any easements or licenses necessary to the construction, installation, and completion of each component of the First Sewer Expansion Project;

(v) All costs and expenses paid or incurred by the Village or its contractors in connection with the repair or replacement of each component of the First Sewer

Expansion Project prior to the First Sewer Expansion Project being certified complete and put in operation; and

4. **Benefited Properties.**

(a) **Benefited Properties.** Funding of the construction of the First Sewer Expansion Project by Developers has made it possible for the Village to provide sewer service to Developers' Properties, and to certain properties other than Developers' Properties, in the Village. Such other properties are each referred to herein as a "Benefited Property", and collectively as the "Benefited Properties." The Benefited Properties are identified on Exhibit "B" and Exhibit "C."

(b) **Only Properties on Benefited Properties List Eligible for Service.** Except as otherwise provided herein, only those properties that are identified on Exhibit "C," the Benefited Properties List, are eligible to connect to and secure the benefit of the First Sewer Expansion Project, unless the Village receives a legally binding written commitment from a Property Owner to be included as a Benefited Property and to pay an appropriate financial contribution in exchange for such property connecting onto and securing the benefit of the First Sewer Expansion Project. The modification or elimination of Benefited Properties listed on Exhibit "B" and/or Exhibit "C" shall be approved pursuant to the amendment procedure identified herein in sub-paragraph 4(d).

(c) **Amendment to PIN.** In the event Kane County changes the permanent index number of any of the properties identified on the Benefited Properties List, the Village and the Developer shall cooperate to amend Exhibit "C" to reflect the current and correct PIN.

(d) **Amendments to Benefited Properties with Consent of Developer.** In the event that a property not listed on the Benefited Properties List seeks to connect to or have the benefit of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, the

Village shall give Developers fifteen (15) days advance written notice of its intent to serve such property and then, provided the Village secures the required financial commitment from the owner of such property, Developers shall consent to including such property within the benefited Properties, unless the inclusion of such property will diminish the capacity reserved to the Developers under this Amendment.

(e) Reservation of Capacity to Serve Tuscany Woods and Permit Developer to Recover Recapture. The Village agrees to reserve at all times sufficient capacity in the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, to permit Developers' Properties to be served by the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to permit TWHI to recover all Recapture Amounts due Developers under this Amendment.

5. Recapture Amount Due From Owners of Benefited Properties.

(a) Allocation of Certified Costs. The Certified Cost-Final shall be allocated between and among Developers, as developers of the Tuscany Woods Subdivision, and the Owners of the Benefited Properties, and shall be allocated based on the capacity of the Hampshire Creek Interceptor Sewer, as follows:

(i) Developers shall be reimbursed on a cost per PE basis.

(ii) The total PE of the Hampshire Creek Interceptor Sewer is 25,000 PE, to be reduced by a factor of 50% for purposes of calculation under this Amendment (to 12,500 PE); 2,234.5 PE is needed to serve the Tuscany Woods Subdivision. Therefore, the balance of PE available for use by Owners of Benefited Properties is equal to 10,265.5 PE.

(iii) The Recapture Amount for each Benefited Property shall therefore be determined according to the following formula:

- a. From the sum of the wastewater treatment impact fees plus the sewer connection fees due from Developer for Tuscany Woods, subtract the amount of wastewater treatment impact fees plus sewer connection fees credited to the costs incurred for the First Sewer Expansion Project under the terms of the Development Agreement; and
- b. From the Certified Cost-Final subtract the result from sub-paragraph (a) above, arriving at Net Recapturable Costs; and
- c. Reduce the total transmission capacity of the Hampshire Creek Interceptor Sewer by a factor of 50%, as described in sub-paragraph (a)(ii) above, resulting in the Net Capacity of the Interceptor; and
- d. From the Net Capacity of the Interceptor resulting from sub-paragraph (c) above, subtract the capacity assigned and reserved to Tuscany Woods Subdivision under the Development Agreement, to wit: 2,234.5 PE, as described in sub-paragraph (a)(ii) above, arriving at Balance of PE in the Interceptor = 10,265.5 PE; and
- e. Divide the Net Recapturable Costs (b above) by the Balance of PE in the Interceptor (d above) to arrive at Cost per PE; and
- f. Multiply the PE for the Benefited Property by the Cost per PE (e above), to arrive at Recapture Amount.

(iv) The Village agrees to require the Owner of a Benefited Property to pay its recapture obligation at the rate determined in accordance with the formula set forth in this Paragraph 5.

(b) **Time of Payment of Recapture Amount.** The Village shall require the Owner of any Benefited Property to make full payment of the Recapture Amount due in respect of said property within thirty (30) days after Final Plat approval. In no event shall the Village permit a Benefited Property to connect to or use the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, until the Owner of the Benefited Property has made full payment of the Recapture Amount due.

(c) **Payment of Interest on Recapture Amount.** In addition to payment of the Recapture Amount, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay simple interest ("Interest") as to the amount due, which interest shall be

calculated at the Prime rate of interest per annum (as established by Northern Trust Bank on May 1 of each calendar year after the effective date of this Amendment) said rate to continue in effect until the next following April 30, computed from the Date of Acceptance of the improvements to the date of payment.

(d) **Payment of Administrative Fee.** In addition to payment of the Recapture Amount and Interest, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay an Administrative Fee to the Village, at the rate of 3% of the sum of the Recapture Amount and Interest due. The Administrative Fee shall be paid at the time of payment of the Recapture Amount and Interest.

(e) **Satisfaction of Recapture Obligations.** Once the Developers' recapturable portion of the Certified Cost-Final, together with accrued Interest, has been fully paid to TWHI, the Village shall not be required to pay any further Recapture Amount(s) to Developers or either of them.

(e) **Developers Not Liable to Pay Recapture Amounts.** Developers shall not be required to pay any Recapture Amount, Interest, or Administrative Fee to the Village in regard to or as a result of connection to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer.

(f) **Village Cooperation.** The Village shall use its best efforts to include in any annexation agreement or pre-annexation agreement entered into after the date of this Amendment with any Owner of a Benefited Property, a requirement that said Owner shall pay the Recapture Amount, Interest and Administrative Fee provided for herein, and shall waive any right to contest both the legality or enforceability of this Amendment and/or his obligation to pay such Recapture Amount, Interest and/or Administrative Fee.

6. **Right to Connect.**

(a) The Owners of all Benefited Properties may be permitted to connect to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to extensions thereto, provided capacity is available and provided they shall have first paid to the Village:

- (i) any Recapture Amount charged to the property in question;
- (ii) all Interest then due in connection with payment of said Recapture Amount; and
- (iii) the Village Administrative Fee.

7. Collection Agent; Collection and Payment of Recapture Amounts, Interest, and Administrative Fees. The Village shall act as collection agent for the Recapture Amounts, Interest and Administrative Fees that are payable under the terms of this Amendment. When it has received any Recapture Amount, Interest, and Administrative Fee in proper amount, the Village shall within 30 days of receipt of same, and pursuant to Paragraph 4(f) of the Amended and Re-Styled Development Agreement for Unit 2, dated April ____, 2014, and Paragraph 4(f) of the Amended and Re-stated Development Agreement for Unit 1, dated April ____, 2014, pay over to TWHI the Recapture Amount and any Interest collected in relation thereto. The Village shall retain the Administrative Fee.

8. Limitation on Village's Obligations to Deliver Recapture Amounts and Interest to Developer. The Village's obligation to deliver over to TWHI any Recapture Amounts and Interest collected from Owners of the Benefited Properties constitutes a limited obligation of the Village payable solely from amounts received by the Village from or on behalf of such Owners. Said obligation does not now and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the Village from liability in the event of willful or

intentional failure to perform the duties assumed by it hereunder as collection agent; provided, Developers shall notify the Village promptly after first discovering any such failure.

9. **Indemnification and Hold Harmless.** The Village and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections, for each Benefited Parcel, but neither the Village nor any of its officials, employees or agents shall be liable in any manner for any failure to make such collections. TWHI shall hold harmless the Village, its officers, employees, and agents from the failure to collect said sums. In any event, however, TWHI and/or the Village may sue any Benefited Owner owing any Recapture Amount hereunder for collection thereof, and in the event TWHI initiates a collection suit, the Village agrees to reasonably cooperate with TWHI's attempts, by allowing free and full access to the Village's books and records pertaining to the development of any Benefited Parcel, and the collection of any Recapture Amounts related thereto.

In the event that the Village, and/or any of its officers, employees, or agents is made a party Defendant in any litigation arising out of or related to this Amendment, TWHI shall defend such litigation, including but not limited to the interest of the Village; and shall further release and hold the Village harmless from any judgment entered against TWHI, Developers, or the Village, and shall indemnify the Village from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the Village, or any of its officers, employees, or agents.

10. **Term.** This Amendment shall remain in full force and effect until the first to occur of: (a) such time as TWHI has fully recaptured all Recapture Amounts and all Interest due hereunder; or (b) the date which is 20 years from the date of this Amendment.

11. **Books and Records.** Developers and the Village shall maintain complete books and records showing Developers' costs, calculated in accordance with generally accepted

accounting principles, for construction of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and the Village shall keep and maintain complete books and records showing Recapture Amounts and Interest collected by it. Maintenance of such books and records by the Village shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the Village and Developer during normal business hours, upon request being made a reasonable period of time prior thereto.

12. **Notice.** Any notice which any Party hereto may desire or may be required to give to any other Party shall be in writing, and shall either be mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by an overnight courier service (e.g., by Federal Express) to the respective addresses of the Parties set forth below, or sent by telecopy facsimile to the telecopy numbers of the Parties set forth below. Mailed notices shall be deemed given two business days after the mailing thereof; notices delivered by an overnight courier service shall be deemed given the day following their delivery to such service; and faxed notices shall be deemed given as of the date of the transmission, provided the sending FAX machine produces a transaction statement that reflects the date and time of service, the FAX number to: which the notice was transmitted and an acknowledgement from the receiving FAX machine that the transmission has been received. Any such notice may be served by personal delivery thereof to the other Party which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the Village:

Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457
Facsimile: (847) 683-4915
Attention: Village Clerk

Copy to: Mr. Mark Schuster
Bazos, Freeman, Kramer, Schuster & Braithwaite LLC
1250 Larkin Avenue
Elgin, IL 60140
Facsimile: (847) 742-9777

If to Tuscany Woods Holdings, Inc. Tuscany Woods Holdings, Inc.
c/o U. S. Bank
Mail Code MK-IL-CMOP
28 West Madison Street
Oak Park, IL 60302
Attention: Ms. Claudia Marciniak

Copy to: Mr. Matthew Klepper
DLA-Piper
203 North LaSalle Street
Suite 1500
Chicago, IL 60601-1293

If to PHI-Hampshire: PHI-Hampshire, Inc.
6860 Frontage Road
Burr Ridge, IL 60527
Facsimile: (630) 455-3021
Attention: Mr. Thomas Small

Copy to: Mr. Thomas Burney
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, IL 60014
Facsimile: (815) 459-8429

or to such other address as any Party may, from time to time, designate in a written notice to the other Party.

13. Successors and Assigns. This Amendment shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developers who have been designated in writing by Developers as being parties intended to be benefited and burdened by the provisions of this Amendment, and upon successor Corporate Authorities. Notwithstanding anything contained herein to the contrary, Developers and each of them may assign their rights and delegate their duties and obligations hereunder. No delegation of Developers' duties and

obligations, however, shall relieve Developers of their obligations and liabilities under this Amendment, insofar as the Village is concerned, unless and until the Village has given its written consent to said delegation (which consent shall not be unreasonably withheld if said third party purchaser demonstrates that it is financially responsible, to the Village's satisfaction, to meet its obligations hereunder) and said third party purchaser fully accepts and assumes responsibility, in writing directed to the Village, for all duties and obligations of Developers relating to the Developers' Properties, or such portion thereof as is being sold. In particular, the right of TWHI to receive payments of the Recapture Amounts and any related Interest shall not be affected by a sale, in whole or in part, of TWHI's Property; and nothing contained in this Article shall limit or restrict the right of TWHI to assign to any other person or entity its right to receive the Recapture Amounts and Interest paid under and pursuant to this Amendment.

14. Merger/Amendment. This Amendment contains the entire agreement of the Parties relative to the subject matter hereof. The same may be modified only by a written instrument executed by the Party to be charged. In the event of any inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

15. Remedies.

(a) It is agreed that the Parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Amendment. No action taken by any Party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Amendment or the Development Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amendment shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Amendment, the Party claiming breach shall give prompt written notice of such alleged breach to the other Party and the Party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to the seeking by the Party affected by such default of any remedy provided for herein (provided, however that said 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).

(c) If a Party to this Amendment shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of the default to the defaulting Party, and the defaulting Party shall have failed to cure the default within thirty (30) days after the receipt of the default notice (provided, however, that said 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).

(d) 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 the Party imposed, shall not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such terms, covenants, agreements or conditions, but the same shall continue in full force and effect.

16. **No Third Party Beneficiaries.** Except as otherwise specified herein, the provisions of this Amendment are for the exclusive benefit of the Village and Developer, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Amendment be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. Captions and Designations/Exhibits. Throughout this Amendment, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Article numbers and caption headings are purely descriptive and shall be disregarded in construing this Amendment. All exhibits to this Amendment are expressly incorporated herein by this reference thereto.

18. Severability. If any provision of this Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any other provision contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of Recapture Amounts or Interest payable hereunder exceeds the amount that may be recaptured by TWHI under currently existing or subsequently enacted law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the Recapture Amounts and Interest payable may be given force and effect. No Party to this Amendment shall contest the validity or enforceability, or assert the invalidity or unenforceability of any provision of this Amendment.

19. Further Assurances. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Amendment, and to aid and assist each other in carrying out such terms and provisions and in furthering the intentions of the Parties as evidenced by such terms and provisions. Specifically, but without limitation, the Village shall enact such resolutions and ordinances and take such other actions as may be necessary or desirable to enable the Village and Developers to comply with and effectuate the terms and provisions hereof and to further the intentions of the Parties as evidenced by the terms and provisions of this Amendment.

20. **Authorizations.** The Parties represent and warrant that the individuals executing this Amendment on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Amendment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized corporate officers all as of the day and year first above written.

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

By: _____
Jeffrey R. Magnussen
President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

**TUSCANY WOODS HOLDINGS, INC.,
An Illinois Corporation,**

By: _____
Its: _____

**PHI-HAMPSHIRE, INC.,
an Illinois corporation**

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Jeffrey R. Magnussen, and Linda Vasquez, personally known to me to be the Village President and Village Clerk, respectively, of the **Village of Hampshire**, and personally known to me to be the same persons whose names are subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and severally acknowledged that as such Village Mayor and Village Clerk, they signed and delivered said Amendment pursuant to authority given by the Board of Trustees of said village, as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of **Tuscany Woods Holdings, Inc. an Illinois corporation**, personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Amendment, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of PIII-Hampshire, Inc., an Illinois corporation, successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered said Amendment, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

EXHIBIT IJS1

Legal Descriptions of Tuscan Woods Subdivision	A
Map Identifying the Benefited Properties.....	B
PINs of the Benefited Properties.....	C
Certified Cost - Final	D

EXHIBIT A

LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION

09/25/06

Tuscany Woods – Legal Description Exhibit A

A Parcel of Land, being part of the following parcels taken together as a tract.

The South Half of the Southwest Quarter of Section 23 (except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, also except therefrom that part of the following described property lying East of the West line of the South Half of the Southwest Quarter of said Section 23 conveyed to Patricia A. Muscarello by quitclaim deed recorded as document number 91K29093 to wit: A parcel of land located in the South Half of the Southeast Quarter of Section 22 and in the South Half of the Southwest Quarter of Section 23, all being in Township 42 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, more particularly described as follows: Beginning at a point on the East line of said South Half of the Southeast Quarter of Section 22, a distance of 50 feet distant southerly as measured perpendicular to the centerline of the Sco Line Railroad Company's main track; thence Westerly along a line parallel to and 50 feet distant Southerly of said centerline 2,220 feet to a point 900 feet westerly of the East line of the Southwest Quarter of the Southeast Quarter of said Section 22, thence southerly perpendicular to said centerline 100 feet; thence easterly along a line parallel to and 150 feet southerly of said centerline 2,220 feet to the East line of said Section 22; thence northerly along said East line 50 feet; thence easterly along a line parallel to and 100 feet distant southerly as measured perpendicular to said railroad centerline 1,929 feet to a point 600 feet easterly of the West line of the Southeast Quarter of the Southwest Quarter of said Section 23; thence northerly perpendicular to said centerline 50 feet; thence westerly along a line parallel to and 50 feet distant southerly of said centerline to the Point of Beginning); also the Southwest Quarter of the Southeast Quarter of Section 23 (excepting the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and except that part lying North of said railroad) in Township 42 North, Range 6 East of the Third Principal Meridian; also the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the West Half of the Northeast Quarter, and the West Half of the Northeast Quarter of the Northeast Quarter, of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; in the Village of Hampshire, Kane County, Illinois.

LEGAL DESCRIPTION
TU SCANY WOODS SUBDIVISION - UNIT 1

THAT PART OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 09 MINUTES 52 SECONDS EAST (ASSUMED) ALONG THE WEST LINE OF SAID SECTION 23, 1184.83 FEET TO A LINE 100.00 FEET SOUTH OF (MEASURED NORMAL TO) AND PARALLEL WITH THE CENTERLINE OF THE HOVA, CHICAGO AND EASTERN RAILROAD CORPORATION FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 49 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE, 1916.80 FEET TO A POINT 600.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, THENCE NORTH 00 DEGREES 10 MINUTES 10 SECONDS EAST, PERPENDICULAR TO SAID CENTERLINE, 50.00 FEET TO A LINE 50.00 FEET SOUTH OF (MEASURED NORMAL TO) AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 89 DEGREES 49 MINUTES 50 SECONDS WEST ALONG SAID PARALLEL LINE, 1916.84 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 09 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING; AND

ALSO, THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 23 (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY);

ALSO, THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23 (EXCEPTING THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, AND EXCEPT THAT PART LYING NORTH OF SAID RAILROAD);

ALSO, THE NORTHWEST $\frac{1}{4}$ OF SECTION 26;

ALSO, THE WEST $\frac{1}{2}$ OF NORTHEAST $\frac{1}{4}$, AND THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 26;

ALSO, THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 26,

ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS; AND

EXCEPTING THE FOLLOWING DESCRIBED PARCELS:

PARCEL ONE: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1,000.68 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 10 SECONDS EAST 50.90 FEET; THENCE SOUTH 54 DEGREES 00 MINUTES 47 SECONDS EAST 86.47 FEET; THENCE SOUTH 71 DEGREES 57 MINUTES 14 SECONDS EAST 86.08 FEET; THENCE NORTH 08 DEGREES 20 MINUTES 50 SECONDS EAST 136.53 FEET; THENCE NORTH 71 DEGREES 14 MINUTES 00 SECONDS EAST 118.47 FEET; THENCE NORTH 68 DEGREES 59 MINUTES 41 SECONDS EAST 203.19 FEET; THENCE NORTH 22 DEGREES 41 MINUTES 38 SECONDS WEST 130.11 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 183.00 FEET, HAVING A CHORD BEARING OF NORTH 55 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 54 MINUTES 05 SECONDS EAST 200.20 FEET; THENCE SOUTH 42 DEGREES

03 MINUTES 55 SECONDS EAST 120.00 FEET; THENCE SOUTH 42 DEGREES 54 MINUTES 06 SECONDS WEST 31.14 FEET; THENCE SOUTH 16 DEGREES 05 MINUTES 36 SECONDS EAST 134.00 FEET; THENCE SOUTH 50 DEGREES 08 MINUTES 23 SECONDS EAST 120.00 FEET; THENCE NORTH 86 DEGREES 27 MINUTES 30 SECONDS EAST 120.00 FEET; THENCE NORTH 57 DEGREES 52 MINUTES 51 SECONDS EAST 214.08 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 21 SECONDS EAST 540.58 FEET; THENCE SOUTH 25 DEGREES 35 MINUTES 58 SECONDS EAST 70.84 FEET; THENCE SOUTH 35 DEGREES 00 MINUTES 31 SECONDS EAST 65.47 FEET; THENCE SOUTH 44 DEGREES 10 MINUTES 57 SECONDS EAST 72.40 FEET; THENCE SOUTH 64 DEGREES 12 MINUTES 47 SECONDS EAST 64.36 FEET; THENCE SOUTH 66 DEGREES 28 MINUTES 08 SECONDS EAST 73.75 FEET; THENCE SOUTH 76 DEGREES 39 MINUTES 16 SECONDS EAST 57.48 FEET; THENCE SOUTH 79 DEGREES 26 MINUTES 36 SECONDS EAST 100.20 FEET; THENCE SOUTH 67 DEGREES 07 MINUTES 17 SECONDS EAST 92.11 FEET; THENCE SOUTH 59 DEGREES 22 MINUTES 53 SECONDS EAST 344.42 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 82 DEGREES 17 MINUTES 21 SECONDS EAST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 465.00 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 12 MINUTES 05 SECONDS EAST, A DISTANCE OF 559.84 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 17 DEGREES 22 MINUTES 18 SECONDS WEST 8.60 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 203.00 FEET, HAVING A CHORD BEARING OF NORTH 34 DEGREES 54 MINUTES 28 SECONDS WEST, A DISTANCE OF 175.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 417.00 FEET, HAVING A CHORD BEARING OF NORTH 32 DEGREES 17 MINUTES 33 SECONDS WEST, A DISTANCE OF 293.25 FEET TO A POINT OF TANGENCY; THENCE NORTH 12 DEGREES 08 MINUTES 49 SECONDS WEST 196.50 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 510.00 FEET; THENCE NORTH 12 DEGREES 08 MINUTES 49 SECONDS WEST 125.00 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 139.00 FEET; THENCE SOUTH 12 DEGREES 08 MINUTES 49 SECONDS EAST 120.00 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 87.00 FEET; THENCE NORTH 78 DEGREES 22 MINUTES 13 SECONDS EAST 12.59 FEET; THENCE NORTH 82 DEGREES 47 MINUTES 44 SECONDS EAST 95.00 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 22 SECONDS EAST 95.00 FEET; THENCE SOUTH 82 DEGREES 14 MINUTES 51 SECONDS EAST 100.56 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 00 SECONDS EAST 170.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 06 DEGREES 41 MINUTES 52 SECONDS EAST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 883.00 FEET, HAVING A CHORD BEARING OF SOUTH 36 DEGREES 47 MINUTES 21 SECONDS EAST, A DISTANCE OF 107.48 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 43 MINUTES 26 SECONDS EAST 7.62 FEET TO THE EASTERLY LINE OF THE PIPELINE EASEMENT GRANTED TO ANR PIPELINE COMPANY (FORMERLY MICHIGAN WISCONSIN PIPELINE COMPANY) ACCORDING TO DOCUMENT NUMBER 90K10272, AND DOCUMENT NUMBERS 629184, 807867, AND 1120073; THENCE SOUTH 01 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY LINE OF THE PIPELINE EASEMENT A DISTANCE OF 1,417.19 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 15 DEGREES 19 MINUTES 56 SECONDS WEST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 385.00 FEET, HAVING A CHORD BEARING OF SOUTH 81 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 108.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80 DEGREES 47 MINUTES 51 SECONDS WEST 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST; HAVING A RADIUS OF 465.00 FEET, HAVING A CHORD BEARING OF SOUTH 83 DEGREES 14 MINUTES 41 SECONDS WEST, A DISTANCE OF 108.30 FEET

TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 20.67 ACRES, MORE OR LESS; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO: THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER OF SECTION 26 A DISTANCE OF 437.72 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS WEST 205.30 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 50 SECONDS EAST 265.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 467.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 58 MINUTES 09 SECONDS EAST, A DISTANCE OF 157.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 24 DEGREES 37 MINUTES 28 SECONDS EAST 24.77 FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 590.00 FEET, HAVING A CHORD BEARING OF SOUTH 85 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 87.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS EAST 78.99 FEET TO THE PLACE OF BEGINNING; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

Common Address: Located along Il. 72, east of Runge Road, south of the IC&E railroad tracks both north and south of Il. 72, in the Village; otherwise constituting the territory designated as the Tuscomy Woods Subdivision in the Village of Hampshire, Kane County, Illinois.

LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION
TERRITORY LYING OUTSIDE OF UNIT 1
(SOMETIMES REFERRED TO AS "UNIT 2")

THAT PART OF SECTIONS 26 AND 23, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 1313.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG SAID WEST LINE, 1326.74 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1184.86 FEET TO THE SOUTH LINE OF THAT PROPERTY CONVEYED ACCORDING TO DOCUMENT NUMBER 2006K007545; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE, 1916.50 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545; THENCE NORTH 00 DEGREES 01 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545, 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 00 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 712.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 5751.33 FEET (CHORD BEARING SOUTH 83 DEGREES 20 MINUTES 37 SECONDS EAST AND ARC LENGTH OF 1326.15 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE, 1071.29 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 16 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 660.04 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 16 MINUTES 58 SECONDS EAST ALONG SAID EAST LINE, 1318.21 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST ALONG SAID SOUTH LINE, 661.32 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST ALONG SAID WEST LINE, 1265.32 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 681.21 FEET TO THE EAST LINE OF TUSCANY WOODS UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2006K139816; THENCE NORTH 01 DEGREES 30 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE, 50.14 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, 1380.86 FEET TO THE NORTHEAST CORNER OF SAID TUSCANY WOODS; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, 754.24 FEET TO THE EAST LINE OF ROMKE ROAD AS DEDICATED BY SAID DOCUMENT NUMBER 2006K139816; THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST, 743.57 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING NORTH 44 DEGREES 17 MINUTES 51 SECONDS EAST AND ARC LENGTH OF 604.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST, 409.15 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00

FEET, CHORD BEARING NORTH 83 DEGREES 32 MINUTES 49 SECONDS EAST AND ARC LENGTH OF 101.46 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 04 SECONDS EAST, 84.37 FEET TO THE NORTH LINE OF SAID ROMKE ROAD; THENCE WESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING SOUTH 01 DEGREES 43 MINUTES 57 SECONDS EAST AND ARC LENGTH OF 108.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, CHORD BEARING SOUTH 44 DEGREES 4 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 730.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 141.57 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 51 SECONDS WEST, 554.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 310.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 255.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 55 MINUTES 33 SECONDS WEST, 237.00 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 321.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 10 MINUTES 51 SECONDS WEST, 263.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 590.00 FEET, CHORD BEARING SOUTH 64 DEGREES 01 MINUTES 34 SECONDS WEST AND ARC LENGTH OF 530.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38 DEGREES 15 MINUTES 18 SECONDS WEST, 400.00 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, CHORD BEARING SOUTH 64 DEGREES 00 MINUTES 14 SECONDS WEST AND ARC LENGTH OF 233.69 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 10 MINUTES 10 SECONDS WEST, 246.72 TO THE POINT OF BEGINNING. IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

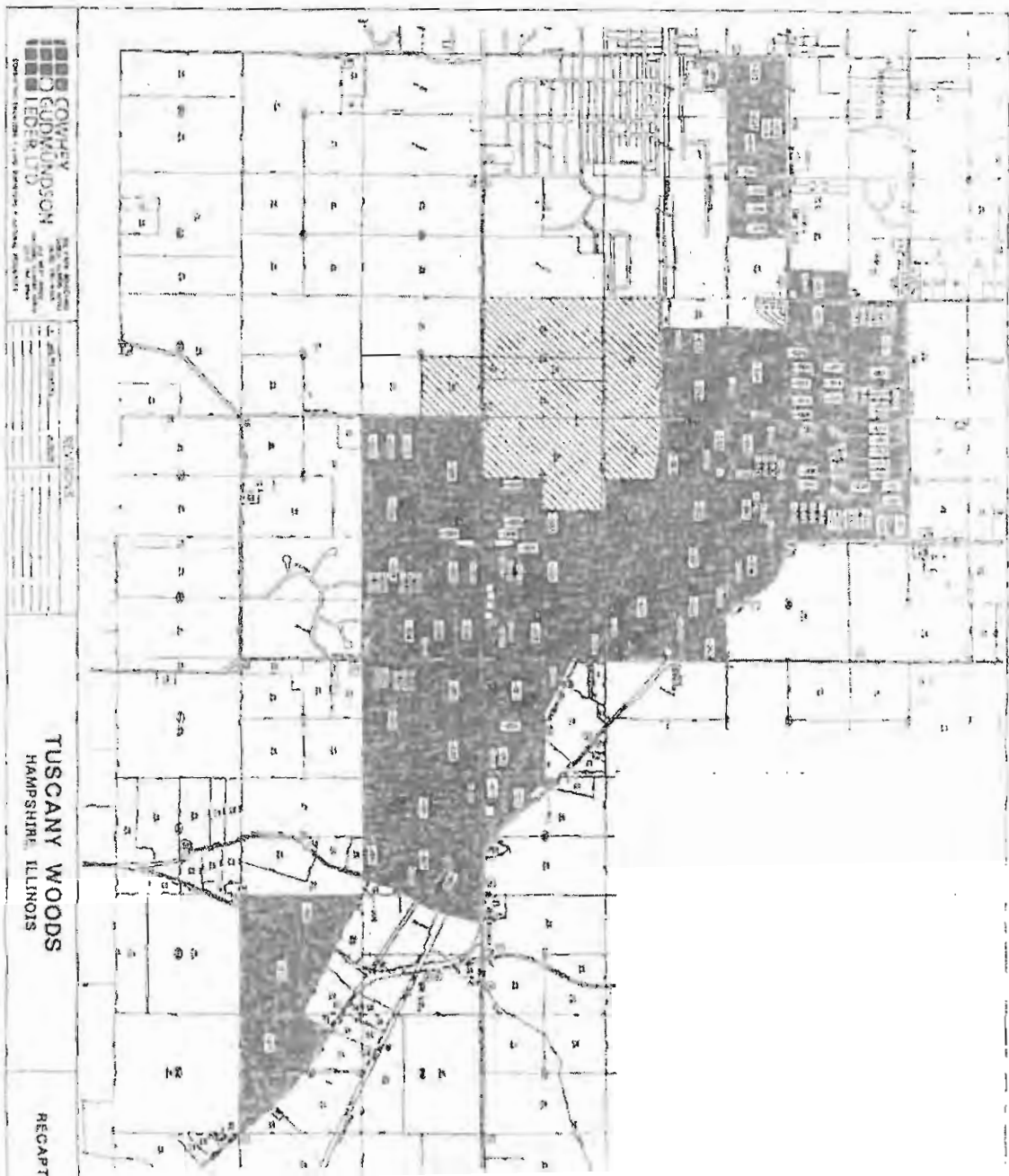
AND ALSO THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PINS: 01-23-300-006; 01-23-400-007; 01-26-100-015;
01-26-100-016; 01-26-200-013; 01-26-300-004;
01-26-100-009.

Common Address: That part of the Tuscan Woods Subdivision lying outside of Unit 1 thereof, as platted by Dec. No. 2006K139816, in the Village of Hampshire, Kane County, Illinois.

EXHIBIT B

MAP IDENTIFYING THE BENEFITED PROPERTY



COWHEY GUDMUNDSON LEIDER LTD.
 1000 North Lincoln Street, Suite 100, Springfield, Illinois 62761
 Phone: (217) 244-1100
 Fax: (217) 244-1101

NO. OF LOTS	100
TOTAL ACRES	100.00
NET ACRES	100.00
PERCENTAGE	100.00%

TUSCANY WOODS
 HAMPSHIRE, ILLINOIS

RECAPTURE EXHIBIT B

DATE OF RECAPTURE	1/1/00
SCALE	AS SHOWN
REVISIONS	1
DATE	1/1/00
BY	1

LEGEND

- RECAPTURE EXHIBIT B

2008K001124
 SANDY WIGMAN
 811 HIGHLAND - KANE COUNTY, IL
 RECAPTURE EXHIBIT B - ASSESSOR
 OFFICE 300 WEST 100
 PAUSE 9

TUSCANY WOODS - RECAPTURE EXHIBIT B

EXHIBIT C

THE BENEFITED PROPERTIES LIST

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

TOWNSHIP	SECTION	BLOCK	PARCEL NUMBER	AREA	% OF TOTAL
01	14	300	001	40.00	2.052%
01	14	300	005	17.00	0.872%
01	14	300	007	9.33	0.479%
01	14	300	008	5.90	0.303%
01	14	300	009	7.58	0.389%
01	14	400	009	7.58	0.389%
01	14	400	011	7.58	0.389%
01	14	400	012	7.55	0.387%
01	14	400	013	7.58	0.389%
01	14	400	014	7.59	0.389%
01	14	400	015	1.65	0.085%
01	14	400	017	6.83	0.350%
01	14	400	021	6.27	0.322%
01	14	400	022	6.55	0.336%
01	14	400	024	6.28	0.322%
01	14	400	025	6.01	0.308%
01	14	400	026	4.10	0.210%
01	14	400	027	4.00	0.205%
01	22	100	012	20.00	1.026%
01	22	100	013	1.52	0.078%
01	22	100	014	4.00	0.205%
01	22	100	018	6.00	0.308%
01	22	100	019	1.00	0.051%
01	22	100	020	1.00	0.051%
01	22	100	025	42.78	2.195%
01	22	200	006	0.61	0.031%
01	22	200	008	2.00	0.103%
01	22	200	010	12.00	0.616%
01	22	200	013	19.00	0.975%
01	22	200	016	13.00	0.667%
01	22	200	018	12.39	0.636%
01	22	200	028	1.00	0.051%
01	22	301	001	8.57	0.440%
01	22	301	002	0.65	0.033%
01	23	100	001	40.00	2.052%
01	23	100	004	43.22	2.217%
01	23	100	005	4.22	0.217%
01	23	100	006	6.37	0.327%
01	23	100	008	5.47	0.281%
01	23	100	009	5.80	0.298%
01	23	100	011	5.41	0.278%
01	23	100	012	5.70	0.292%
01	23	100	014	5.52	0.283%
01	23	100	015	5.52	0.283%
01	23	100	015	6.22	0.319%
01	23	100	017	1.53	0.078%
01	23	100	018	1.34	0.069%
01	23	100	019	1.39	0.071%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

01	23	100	020	1.27	0.066%
01	23	100	021	1.54	0.079%
01	23	100	022	1.54	0.079%
01	23	100	023	1.32	0.068%
01	23	100	024	3.30	0.169%
01	23	100	025	1.66	0.085%
01	23	100	026	1.23	0.066%
01	23	100	027	1.46	0.075%
01	23	100	029	1.91	0.098%
01	23	100	030	3.8	0.195%
01	23	200	006	5.35	0.274%
01	23	200	007	5.07	0.260%
01	23	200	009	6.24	0.320%
01	23	200	010	5.07	0.260%
01	23	200	012	5.06	0.260%
01	23	200	019	2.00	0.103%
01	23	200	020	2.10	0.108%
01	23	200	021	2.00	0.103%
01	23	200	022	2.12	0.109%
01	23	200	023	2.00	0.103%
01	23	200	024	2.00	0.103%
01	23	200	026	4.30	0.221%
01	23	200	027	5.40	0.277%
01	23	200	028	2.20	0.113%
01	23	200	029	2.00	0.103%
01	23	200	030	2.00	0.103%
01	23	200	031	2.00	0.103%
01	23	200	032	2.20	0.113%
01	23	200	033	2.00	0.103%
01	23	200	034	2.00	0.103%
01	23	200	038	1.13	0.058%
01	23	200	039	3.70	0.190%
01	23	200	040	5.35	0.274%
01	23	200	041	35.79	1.836%
01	23	200	042	32.23	1.654%
01	23	200	043	6.81	0.349%
01	23	276	001	1.64	0.084%
01	23	276	002	1.44	0.074%
01	23	300	002	18.97	0.973%
01	23	300	003	39.57	2.030%
01	23	300	005	2.21	0.113%
01	23	400	002	40.00	2.052%
01	23	400	003	67.45	3.451%
01	23	400	005	7.45	0.382%
01	23	400	006	1.95	0.100%
01	24	100	005	0.77	0.040%
01	24	100	006	33.93	1.741%
01	24	300	002	30.46	1.563%
01	24	300	003	15.98	0.820%
01	24	300	004	1.54	0.079%
01	24	300	006	4.42	0.227%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

01	24	300	007	24.25	1.244%
01	24	300	008	79.76	4.092%
01	24	300	009	0.28	0.014%
01	25	100	001	67.68	3.472%
01	25	100	003	1.00	0.051%
01	25	100	004	1.24	0.064%
01	25	100	007	1.71	0.088%
01	25	100	008	1.00	0.051%
01	25	100	009	7.97	0.409%
01	25	100	010	64.19	3.293%
01	25	100	011	8.26	0.424%
01	25	100	012	1.74	0.089%
01	25	200	006	8.70	0.446%
01	25	200	007	39.98	2.051%
01	25	200	012	8.56	0.439%
01	25	200	013	20.71	1.063%
01	25	300	001	2.00	0.103%
01	25	300	002	38.00	1.950%
01	25	300	004	55.00	2.822%
01	25	300	007	1.09	0.056%
01	25	300	008	22.34	1.146%
01	25	300	009	16.57	0.850%
01	25	376	001	1.25	0.064%
01	25	376	002	1.65	0.085%
01	25	376	003	1.58	0.081%
01	25	376	004	2.05	0.105%
01	25	377	004	1.25	0.064%
01	25	377	006	1.4	0.072%
01	25	377	007	1.27	0.065%
01	25	377	008	1.19	0.061%
01	25	378	001	1.92	0.099%
01	25	378	004	1.68	0.086%
01	25	378	005	1.61	0.083%
01	25	378	006	1.61	0.083%
01	25	378	007	2.50	0.128%
01	25	400	001	40.00	2.052%
01	25	400	002	40.00	2.052%
01	25	400	003	80.00	4.105%
01	26	200	002	8.15	0.418%
01	26	200	003	36.73	1.885%
01	26	200	005	9.93	0.509%
01	26	200	006	5.19	0.266%
01	26	400	002	40.00	2.052%
01	26	400	004	7.58	0.389%
01	26	400	005	72.42	3.716%
01	26	400	006	15.32	0.786%
01	26	400	008	7.49	0.384%
01	26	400	009	17.19	0.882%
02	30	100	003	1.57	0.081%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

02	30	100	011	5.38	0.276%
02	30	100	012	13.56	0.696%
02	30	100	015	3.75	0.192%
02	30	100	016	0.38	0.019%
02	30	300	001	80.67	4.139%
02	30	300	002	15.41	0.791%
02	30	300	003	0.17	0.009%
02	30	300	007	44.28	2.272%
02	30	300	008	0.64	0.033%
02	30	300	010	9.35	0.480%
02	31	200	009	41.48	2.128%
02	31	200	010	75.13	3.855%
02	32	100	002	20.5	1.052%
02	32	100	015	51.1	2.622%
		TOTAL AREA		1949.05	100.000%

EXHIBIT D

CERTIFIED COSTS - UNAI

FIRST SEWER EXPANSION PROJECT - CERTIFIED FINAL COST
EXHIBIT E

INVOICE DATE	DESCRIPTION	INVOICE AMOUNT
8/1/2013	EE INVOICE 2601	2,778
7/1/2013	EE INVOICE 2620	1,130.00
8/1/2013	EE INVOICE 2689	2,291.87
8/1/2013	EE INVOICE 2697	5,241.75
8/1/2013	EE INVOICE 2723	1,110.00
8/1/2013	EE INVOICE 2819	18,140.50
8/1/2013	EE INVOICE 2844	1,089.33
8/1/2013	EE INVOICE 2885	44,196.75
8/22/2013	EE INVOICE 2911	18,144.25
8/22/2013	EE INVOICE 2976	1,612.00
8/22/2013	EE INVOICE 3008	37,144.00
8/22/2013	EE INVOICE 3015	47,111.00
8/22/2013	EE INVOICE 3078	4,128.00
8/22/2013	EE INVOICE 3088	1,894.50
8/22/2013	EE INVOICE 3178	34,833.00
8/22/2013	EE INVOICE 3149	4,128.00
8/22/2013	EE INVOICE 3187	114,533.00
8/22/2013	EE INVOICE 3250	4,631.00
8/22/2013	EE INVOICE 3252	35,114.00
10/2/2013	MANAGERIAL FEE	2,000.00
8/22/2013	EE INVOICE 3214	2,387.00
8/22/2013	EE INVOICE 3248	10,966.00
10/1/2013	EE INVOICE 3374	4,229.00
11/4/2013	EE INVOICE 3431	31,444.00
11/1/2013	EE INVOICE 3476	1,111.00
11/1/2013	ATTORNEY MARK SCHUSTER ACCOUNT NO. 84 FROM STATE STREET, NY, NY	1,111.00
11/1/2013	EE INVOICE 3445	11,111.00
8/22/2013	EE INVOICE 2828	4,128.00
8/22/2013	EE INVOICE 2895	1,111.00
8/22/2013	EE INVOICE 3021	4,128.00
8/22/2013	EE INVOICE 3026	1,111.00
8/22/2013	EE INVOICE 3128	1,111.00
10/1/2013	EE INVOICE 3153	1,111.00
11/1/2013	EE INVOICE 3291	1,111.00
12/1/2013	EE INVOICE 3671	4,128.00
1/1/2014	EE INVOICE 3814	1,111.00
2/1/2014	EE INVOICE 3818	11,111.00
3/1/2014	PAY ESTIMATE NO 1	11,111.00
3/1/2014	EE INVOICE 3696	1,111.00
3/1/2014	PAY ESTIMATE NO 2	11,111.00
4/1/2014	EE INVOICE 3841	1,111.00
4/1/2014	PAY ESTIMATE NO 3	11,111.00
5/1/2014	EE INVOICE 3871	1,111.00
6/1/2014	PAY ESTIMATE NO 4	11,111.00
6/1/2014	EE INVOICE 3976	1,111.00
6/23/2014	PAY ESTIMATE NO 5	11,111.00
7/1/2014	EE INVOICE 4042	1,111.00
7/1/2014	PAY ESTIMATE NO 6	11,111.00
8/1/2014	EE INVOICE 4088	1,111.00
8/1/2014	EE INVOICE 4072	1,111.00
8/1/2014	EE INVOICE 4151	1,111.00
11/1/2014	EE INVOICE 4188	1,111.00
11/1/2014	EE INVOICE 4229	1,111.00
11/1/2014	EE INVOICE 4248	1,111.00
12/1/2014	PAY ESTIMATE NO 7	11,111.00
2/1/2015	EE INVOICE 4268	1,111.00
3/1/2015	EE INVOICE 4307	1,111.00
4/1/2015	EE INVOICE 4361	1,111.00
5/1/2015	PAY ESTIMATE NO 8	11,111.00
6/1/2015	EE INVOICE 4419	1,111.00
8/1/2015	EE INVOICE 4508	1,111.00
8/1/2015	LOC 001	1,111.00
11/1/2015	QUARTERLY FEE FOR LOC # 411	1,111.00
12/1/2015	QUARTERLY FEE FOR LOC # 411	1,111.00
1/1/2016	QUARTERLY FEE FOR LOC # 411	1,111.00
	CERTIFIED FINAL COST FOR THE 14 MONTHS PERIOD	1,111,111.00
	TOTAL CERTIFIED COST	4,444,444.00

April 15, 2014

FIRST SEWER EXPANSION PROJECT - CERTIFIED FINAL COST
EXHIBIT E

DESCRIPTION	AMOUNT
CERTIFIED FINAL COST FOR THE HAMPSHIRE CREEK INTERCEPTOR SEWER	\$ 2,538,790.00
CERTIFIED FINAL COST FOR THE 1.5 MGD WWTF EXPANSION	\$ 1,878,430.00
TOTAL CERTIFIED COST	\$ 4,417,220.00

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

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

THE ABOVE SPACE FOR RECORDER'S USE

**AMENDMENT TO
RECAPTURE AGREEMENT FOR THE FIRST WATER EXPANSION PROJECT
BETWEEN PHI-HAMPSHIRE, INC., AN ILLINOIS CORPORATION
AND THE VILLAGE OF HAMPSHIRE**

THIS AMENDMENT TO RECAPTURE AGREEMENT ("Amendment") is made and entered into as of _____, 2014, by and between PHI-HAMPSHIRE, INC., an Illinois corporation ("PHI"), successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, and the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation, located in Kane County, Illinois (the "Village").

This Amendment is joined by Tuscany Woods Holdings, Inc. ("TWHI"), an Illinois corporation, as the current title holder to the property designated as Unit 1 of the Tuscany Woods Subdivision, as more fully set forth in the Recitals below. TWHI, together with PHI-Hampshire, Inc. above, are referred to herein as "Developers." Developers and the Village are hereinafter individually referred to as a "Party" and collectively as the "Parties."

This Amendment is made to include the additional costs incurred in construction of the First Water Expansion Project in the Village (as hereinafter defined).

RECITALS

A. PHI-Hampshire, Inc., an Illinois corporation, is the successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company.



B. Developer and the Village have previously entered into the Tuscany Woods Development Agreement (“Development Agreement”) dated September 2, 2004, concerning the Tuscany Woods Development.

C. Subsequently, a portion of the Tuscany Woods Subdivision was transferred to a separate entity; was platted as “Unit 1” of the Subdivision; and was the subject of a foreclosure action which has resulted in title to Unit 1 currently being held by Tuscany Woods Holdings, Inc.

D. The Subdivision consists of real estate consisting of approximately 409.8 acres; Unit 1 and the remainder of the territory in the Subdivision are legally described as set forth on Exhibit “A,” attached hereto and incorporated herein by this reference.

E. For purposes of convenience, the territory described on Exhibit “A” as the territory outside of Unit 1 will be referred to herein as “Unit 2.”

F. For purposes of convenience, PHI-Hampshire, Inc. and Tuscany Woods Holdings, Inc. (together with their predecessors in title) will be referred to herein as “Developers.”

G. Pursuant to the Development Agreement, Developer was required to fund the costs for the First Water Expansion Project.

H. Pursuant to the terms of the Development Agreement, Developer was to receive credit for the costs incurred for the First Water Expansion Project and was to be allowed to recapture any excess costs incurred by means of a recapture agreement with the Village.

I. The First Water Expansion Project will benefit other properties in the area. Pursuant to the Development Agreement, Developers are entitled to recapture amounts paid for the First Water Expansion Project in excess of the credits Developers received for pre-paying the water fees and water connection fees otherwise due to the Village in regard to the

development of the Tuscany Woods Subdivision.

J. In reliance on the Village's covenants, agreement and representations contained in this Amendment and in the Development Agreement, Developers have incurred substantial costs in funding the construction of the First Water Expansion Project.

K. Recapture due under this Amendment shall be based upon the total amount of Final Certified Cost for the First Water Expansion Project, less the credit for Sewer Impact Fees and Sewer Connection fees due in relation to the improvements in the Subdivision.

L. The amount so calculated shall be collected by the Village from the owners of properties benefited by such improvements, in accordance with the terms of this Agreement.

M. The planned growth of the Village and the health, safety and welfare of the residents of the Village has been furthered by construction of the Hampshire Creek Interceptor Sewer.

N. The Parties are entering into this Amendment pursuant to: (a) the authority granted in Division 5 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9-5-1 and 5/9-5-2, (b) the authority granted in the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and of Act 220 of Chapter 5 of the Illinois Compiled Statutes (5 ILCS 220/1 *et seq.*); (c) the Village's general police powers; and (d) the provisions of the Development Agreement.

O. The Village has adopted and shall adopt the necessary ordinances required by state statute to approve this Amendment and to authorize the payment of the Recapture Amounts.

O. Each of the Developers have separately entered into a certain agreement with the Village, titled "Amended and Restated Development Agreement," dated April 17, 2014,

respectively, which amended agreements include terms and provisions relating to the recapture rights described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The foregoing recitals are material to this Amendment and are expressly incorporated into and made a part of this Amendment as fully as though set forth in their entirety in this Paragraph 1. The Parties acknowledge the accuracy and truth of the foregoing recitals.

2. Definitions.

(a) "Benefited Property" refers to the properties identified on the map Identifying the Benefited Properties attached hereto as Exhibit "B" and on the PIN list of the Benefited Properties, attached hereto as Exhibit "C".

(b) "Certified Cost-Partial" refers to the cost incurred by Developer prior to December 31, 2006, and memorialized in a Recapture Agreement dated December 13, 2007, and recorded with the Office of the Kane County Recorder on January 7, 2007 as Document number 2008K001115. The Certified Cost-Partial was approved and certified by the Village as a portion of the total final costs for construction of First Water Expansion Project, including the portion of the Hampshire Creek Interceptor Sewer for which Developers bore responsibility. The Certified Cost-Partial is Two Hundred Eighty Six Thousand Eight Hundred Ninety Four and 44/100 (\$286,894.44) Dollars as of December 31, 2006.

(c) "Certified Cost-Final" refers to the amount certified by the Village Engineer as the final actual cost incurred by Developers for the First Water Expansion Project. The Certified Cost-Final includes the Certified Cost-Partial and the additional costs thereafter incurred by

Developers and totals _____

(\$ _____) Dollars, as specified on Exhibit "D."

(d) "Connection" or "Connecting" refers to the earlier to occur of approval by the Village of a Final Plat of Subdivision for all or any portion of a Benefited Property; or issuance by the Village of a building permit for the first residential unit on the Benefited Property. It is the parties' intent to construe this provision in a manner most favorable to the Developers collecting the recapture at the earliest possible date.

(e) "Connection and Impact Fees" refers to the Sanitary Sewer connection fees and the wastewater treatment impact fees described in the Development Agreement (See Exhibit D to said Development Agreement).

(f) "Date of Completion" refers to the date the Village determines that the First Water Expansion Project, is complete and operational.

(g) "Developers" refers to PHI-Hampshire, Inc., an Illinois corporation, and Tuscany Woods Holding, Inc., an Illinois corporation.

(h) "Developer(s) of Benefited Property", see definition of "Owner(s) of Benefited Property" below.

(i) "Developers' Property" refers to the approximate 409.8 acres generally known as the "Tuscany Woods Subdivision" in the Village of Hampshire.

(j) "Development Agreement" means the Development Agreement by and between HPI-Hampshire, LLC and the Village of Hampshire, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704.

(k) "First Water Expansion Project" refers to the sewer improvements described in the Development Agreement.

(l) "Final Plat Approval" refers to the adoption of the appropriate resolution or ordinance by the Corporate Authorities approving a Final Plat of Subdivision, a final development plan, or a comparable type of plat or plan.

(m) "Final Plat of Subdivision" refers to the term and process set forth in Chapter 7 of the Village of Hampshire Municipal Code, as amended from time to time.

(n) "Owner(s) of Benefited Property" refers to the record title holders of property identified on the maps identifying the Benefited Properties, Exhibit "B," and on the Benefited Properties List, Exhibit "C."

(o) "Permanent Index Numbers (PIN)" refers to the convention used by the County Recorder's Office for assigning reference numbers for the purpose of identifying parcels of property by township, section, lot and block.

(p) "Population Equivalent" or "PE" refers to the engineering standard utilized for design of waste water and water usage facilities, for purposes of this Amendment, at 100 gallons of water per person per day, for single family residence dwelling units, 3.5 PE, and for condominiums or apartments, 3.0 PE.

(q) "Recapture Amount" refers to the computation set forth in paragraph 5 due and owing from an Owner of a Benefited Property.

(r) "Service Area" refers to the total area of the Developer's Property and Benefited Properties for which the Hampshire Creek Interceptor Sewer has been designed to serve, which is 2,114 acres, as depicted on Exhibit "C."

(s) "Village" refers to the Village of Hampshire.

3. Certified Cost and Certified Capacity.

(a) The Village certifies by this Amendment that the Certified Cost-Final for the First Water Expansion Project is _____ (\$_____) Dollars, as set forth in Exhibit "D." This figure includes the costs previously certified by the Village as the Certified Cost-Partial.

(b) The Service Area for the First Water Expansion Project is the area shown on Exhibit "C," and constituting 2,114 acres, more or less.

(c) The Certified Cost-Final of constructing each component of the First Water Expansion Project includes the following:

(i) All engineering costs and expense for preparation of the plans and specifications for each component of the First Water Expansion Project, and any revision thereto, and all other engineering costs and expenses incurred by the Village in designing the First Water Expansion Project;

(ii) The total amounts paid in connection with the construction of each component of the First Water Expansion Project, which shall be verified by the Village Engineer's review of schedules of values, contracts, final waivers of lien, and proofs of payment;

(iii) Any and all permit fees, construction engineering fees paid by Developer, including payments or reimbursements to the Village for review, inspections and/or oversight by the Village Engineer, and payments to any other governmental agencies having jurisdiction over the Benefited Properties, in connection with the construction of each component of the First Water Expansion Project;

(iv) All costs and expenses paid or incurred in connection with the securing of any easements or licenses necessary to the construction, installation, and completion of each component of the First Water Expansion Project;

(v) All costs and expenses paid or incurred by the Village or its contractors in connection with the repair or replacement of each component of the First Water Expansion Project prior to the First Water Expansion Project being certified complete and put in operation; and

(vi) Certain costs incurred by PHI-Hampshire, Inc. and paid to Hampshire East, Inc. in the amount of \$226,206.1 for the WWTF Expansion to 1.5 mgd Capacity project; and certain costs incurred by PHI-Hampshire, Inc. and paid to Hampshire West, LLC in the amount of \$139,270.19 for the cost of construction of a portion of the Hampshire Creek Interceptor Sewer, as described above.

4. **Benefited Properties.**

(a) **Benefited Properties.** Funding of the construction of the First Water Expansion Project by Developers has made it possible for the Village to provide sewer service to Developers' Properties, and to certain properties other than Developers' Properties, in the Village. Such other properties are each referred to herein as a "Benefited Property", and collectively as the "Benefited Properties." The Benefited Properties are identified on Exhibit "B" and Exhibit "C."

(b) **Only Properties on Benefited Properties List Eligible for Service.** Except as otherwise provided herein, only those properties that are identified on Exhibit "C," the Benefited Properties List, are eligible to connect to and secure the benefit of the First Water Expansion Project, unless the Village receives a legally binding written commitment from a Property Owner to be included as a Benefited Property and to pay an appropriate financial contribution in exchange for such property connecting onto and securing the benefit of the First Water Expansion Project. The modification or elimination of Benefited Properties listed on

Exhibit "B" and/or Exhibit "C" shall be approved pursuant to the amendment procedure identified herein in sub-paragraph 4(d).

(c) **Amendment to PIN.** In the event Kane County changes the permanent index number of any of the properties identified on the Benefited Properties List, the Village and the Developer shall cooperate to amend Exhibit "C" to reflect the current and correct PIN.

(d) **Amendments to Benefited Properties with Consent of Developer.** In the event that a property not listed on the Benefited Properties List seeks to connect to or have the benefit of the First Water Expansion Project, the Village shall give Developers fifteen (15) days advance written notice of its intent to serve such property and then, provided the Village secures the required financial commitment from the owner of such property, Developers shall consent to including such property within the Benefited Properties, unless the inclusion of such property will diminish Developer's reserved capacity.

(e) **Reservation of Capacity to Serve Tuscany Woods and Permit Developer to Recover Recapture.** The Village agrees to reserve at all times sufficient capacity in the First Water Expansion Project, to permit Developers' Properties to be served by the First Water Expansion Project, and to permit PHI-Hampshire to recover all Recapture Amounts due Developers.

5. **Recapture Amount Due From Owners of Benefited Properties.**

(a) **Allocation of Certified Costs.** The Certified Cost - Final shall be allocated between and among Developers, as developers of the Tuscany Woods Subdivision, and the Owners of the Benefited Properties, as follows:

(i) Developers shall be reimbursed on a cost per PE basis.

(ii) The total PE of the First Water Expansion is 7,500 PE; 2,234.5 PE is needed to serve the Tuscany Woods Subdivision. The balance of PE available for use by Owners of Benefitted Properties is equal to 5,265.5 PE.

(iii) The Recapture Amount for each Benefited Property shall therefore be determined according to the following formula:

a. From the sum of the water supply and storage impact fees plus the water connection fees due from Developer for Tuscany Woods, subtract the amount of water supply and storage impact fees plus water connection fees credited to the costs incurred by Developer for the design, permitting for and construction of the First Water Expansion; and

b. From the Certified Cost-Final subtract the result from sub-paragraph (a) above, arriving at Net Recapturable Costs; and

c. From the Net Capacity of the First Water Expansion, subtract the capacity assigned and reserved to Tuscany Woods under the Development Agreement, to wit: 2,234.5 PE, arriving at Balance of PE in the First Water Expansion = 5,265.5 PE; and

d. Divide the Net Recapturable Costs (b above) by the Balance of PE in the First Water Expansion (5,265.5 PE, per c above) to arrive at Cost per PE; and

e. Multiply the PE for the Benefited Property by the Cost per PE (d above) to arrive at the Recapture Amount.

(iv) The Village agrees to require the Owner of a Benefited Property to pay its recapture obligation at the rate determined in accordance with the formula set forth in this Paragraph 5.

(b) **Time of Payment of Recapture Amount.** The Village shall require the Owner of any Benefited Property to make full payment of the Recapture Amount due in respect of said property within thirty (30) days after Final Plat approval. In no event shall the Village permit a Benefited Property to connect to or use the First Water Expansion Project, until the Owner of the Benefited Property has made full payment of the Recapture Amount due.

(c) **Payment of Interest on Recapture Amount.** In addition to payment of the Recapture Amount, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay simple interest ("Interest") as to the amount due, which interest shall be calculated at the Prime rate of interest per annum (as established by Northern Trust Bank on May 1 of each calendar year after the effective date of this Amendment) said rate to continue in

effect until the next following April 30, computed from the Date of Acceptance of the improvements to the date of payment.

(d) Payment of Administrative Fee. In addition to payment of the Recapture Amount and Interest, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay an Administrative Fee to the Village, at the rate of 3% of the sum of the Recapture Amount and Interest due. The Administrative Fee shall be paid at the time of payment of the Recapture Amount and Interest.

(e) Satisfaction of Recapture Obligations. Once the Developers' recapturable portion of the Certified Cost-Final, together with accrued Interest, has been fully paid to PIH-Hampshire, the Village shall not be required to pay any further Recapture Amount(s) to Developer.

(e) Developers Not Liable to Pay Recapture Amounts. Developers shall not be required to pay any Recapture Amount, Interest, or Administrative Fee to the Village in regard to or as a result of connection to the First Water Expansion Project.

(f) Village Cooperation. The Village shall use its best efforts to include in any annexation agreement or pre-annexation agreement entered into after the date of this Amendment with any Owner of a Benefited Property, a requirement that said Owner shall pay the Recapture Amount, Interest and Administrative Fee provided for herein, and shall waive any right to contest both the legality or enforceability of this Amendment and/or his obligation to pay such Recapture Amount, Interest and/or Administrative Fee.

6. Right to Connect.

(a) The Owners of all Benefited Properties may be permitted to connect to the First Water Expansion Project, and to extensions thereto, provided capacity is available and provided they shall have first paid to the Village:

- (i) any Recapture Amount charged to the property in question;
- (ii) all Interest then due in connection with payment of said Recapture Amount; and
- (iii) the Village Administrative Fee.

7. Collection Agent; Collection and Payment of Recapture Amounts, Interest, and Administrative Fees. The Village shall act as collection agent for the Recapture Amounts, Interest and Administrative Fees that are payable under the terms of this Agreement. When it has received any Recapture Amount, Interest, and Administrative Fee in proper amount, the Village shall within 30 days of receipt of same, and pursuant to Paragraph 5(e) of the Amended and Restated Development Agreement for Unit 2, dated April 17, 2014, and Paragraph 5(f) of the Amended and Restated Development Agreement for Unit 1, dated April 17, 2014, pay over to PHI-Hampshire, Inc. any and all Recapture Amount(s) and any Interest collected. The Village shall retain the Administrative Fee.

8. Limitation on Village's Obligations to Deliver Recapture Amounts and Interest to Developer. The Village's obligation to deliver over to PHI-Hampshire any Recapture Amounts and Interest collected from Owners of the Benefited Properties constitutes a limited obligation of the Village payable solely from amounts received by the Village from or on behalf of such Owners. Said obligation does not now and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the Village from liability in the event of willful or intentional failure to perform the duties assumed by it hereunder as collection agent; provided, Developers shall notify the Village promptly after first discovering any such failure.

9. Indemnification and Hold Harmless. The Village and its officers, employees

and agents shall make all reasonable efforts to make the aforesaid collections, for each Benefited Parcel, but neither the Village nor any of its officials, employees or agents shall be liable in any manner for any failure to make such collections. PHI-Hampshire shall hold harmless the Village, its officers, employees, and agents from the failure to collect said sums. In any event, however, PHI-Hampshire and/or the Village may sue any Benefited Owner owing any Recapture Amount hereunder for collection thereof, and in the event PHI-Hampshire initiates a collection suit, the Village agrees to reasonably cooperate with its attempts, by allowing free and full access to the Village's books and records pertaining to the development of any Benefited Parcel, and the collection of any Recapture Amounts related thereto.

In the event that the Village, and/or any of its officers, employees, or agents is made a party defendant in any litigation arising out of or related to this Agreement, PHI-Hampshire shall defend such litigation, including but not limited to the interest of the Village; and shall further release and hold the Village harmless from any judgment entered against PHI-Hampshire, Tuscan Woods Holdings, Inc. or the Village, and shall indemnify the Village from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the Village, or any of its officers, employees, or agents.

10. **Term.** This Amendment shall remain in full force and effect until the first to occur of: (a) such time as Developers have fully recaptured all Recapture Amounts and all Interest due hereunder; or (b) the date which is 20 years from the date of this Amendment.

11. **Books and Records.** Developer and the Village shall maintain complete books and records showing Developers' costs, calculated in accordance with generally accepted accounting principles, for construction of the First Water Expansion Project, and the Village shall keep and maintain complete books and records showing Recapture Amounts and Interest collected by it. Maintenance of such books and records by the Village shall be deemed

complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the Village and Developers during normal business hours, upon request being made a reasonable period of time prior thereto.

12. **Notice.** Any notice which any Party hereto may desire or may be required to give to any other Party shall be in writing, and shall either be mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by an overnight courier service (e.g., by Federal Express) to the respective addresses of the Parties set forth below, or sent by telecopy facsimile to the telecopy numbers of the Parties set forth below. Mailed notices shall be deemed given two business days after the mailing thereof; notices delivered by an overnight courier service shall be deemed given the day following their delivery to such service; and faxed notices shall be deemed given as of the date of the transmission, provided the sending FAX machine produces a transaction statement that reflects the date and time of service, the FAX number to: which the notice was transmitted and an acknowledgement from the receiving FAX machine that the transmission has been received. Any such notice may be served by personal delivery thereof to the other Party which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the Village:	Village of Hampshire 234 S. State Street Hampshire, IL 60140-0457 Facsimile: (847) 683-4915 Attention: Village Clerk
Copy to:	Mr. Mark Schuster Bazos, Freeman, Kramer, Schuster & Braithwaite L.L.C 1250 Larkin Avenue Elgin, IL 60140 Facsimile: (847) 742-9777
If to PHI-Hampshire:	PHI-Hampshire, Inc. 6860 Frontage Road

Burr Ridge, IL 60527
Facsimile: (630) 455-3021
Attention: Mr. Thomas Small

Copy to: Mr. Thomas Burney
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, IL 60014
Facsimile: (815) 459-8429

If to TWHI: Tuscany Woods Holdings, Inc.
c/o U.S. Bank
Mail Code MK-IL-CMOP
28 West Madison Street
Oak Park, IL 60302
Attn: Ms. Claudia Marciniak

Copy to: Mr. Matthew Klepper
DLA - Piper
302 North LaSalle Street
Suite 1500
Chicago, IL 60601-1293

or to such other address as any Party may, from time to time, designate in a written notice to the other Party.

13. **Successors and Assigns.** This Amendment shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developers who have been designated in writing by Developers as being parties intended to be benefited and burdened by the provisions of this Amendment, and upon successor Corporate Authorities. Notwithstanding anything contained herein to the contrary, Developers may assign their rights and delegate their duties and obligations hereunder. No delegation of Developers' duties and obligations, however, shall relieve Developers of their obligations and liabilities under this Amendment, insofar as the Village is concerned, unless and until the Village has given its written consent to said delegation (which consent shall not be unreasonably withheld if said third party purchaser demonstrates that it is financially responsible, to the Village's satisfaction, to meet its obligations hereunder) and said third party purchaser fully accepts and assumes responsibility,

in writing directed to the Village, for all duties and obligations of Developers relating to the Developers' Properties, or such portion thereof as is being sold. The right of PHI-Hampshire to recapture the Recapture Amounts shall not be affected by a sale, in whole or in part, of the property of PHI-Hampshire. Nothing contained in this Article shall limit or restrict the right of PHI Hampshire to assign to others its right to receive Recapture Amounts and Interest paid under and pursuant to this Amendment.

14. Merger/Amendment. This Amendment contains the entire agreement of the Parties relative to the subject matter hereof. The same may be modified only by a written instrument executed by the Party to be charged. In the event of any inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

15. Remedies.

(a) It is agreed that the Parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Amendment. No action taken by any Party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Amendment or the Development Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amendment shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Amendment, the Party claiming breach shall give prompt written notice of such alleged breach to the other Party and the Party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to the seeking by the Party affected by such default of any remedy provided for herein (provided, however that said 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).

(c) If a Party to this Amendment shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of the default to the defaulting Party, and the defaulting Party shall have failed to cure the default within thirty (30) days after the receipt of the default notice (provided, however, that said 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).

(d) 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 the Party imposed, shall not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such terms, covenants, agreements or conditions, but the same shall continue in full force and effect.

16. **No Third Party Beneficiaries.** Except as otherwise specified herein, the provisions of this Amendment are for the exclusive benefit of the Village and Developer, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Amendment be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. **Captions and Designations/Exhibits.** Throughout this Amendment, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Article numbers and caption headings are purely descriptive and shall be disregarded in construing this Amendment. All exhibits to this Amendment are expressly incorporated herein by this reference thereto.

18. **Severability.** If any provision of this Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any other provision contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of Recapture Amounts or Interest payable hereunder exceeds the amount that may be recaptured by PHI-Hampshire under currently existing or subsequently enacted law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the Recapture Amounts and Interest payable may be given force and effect. No Party to this Amendment shall contest the validity or enforceability, or assert the invalidity or unenforceability of any provision of this Amendment.

19. **Further Assurances.** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Amendment, and to aid and assist each other in carrying out such terms and provisions and in furthering the intentions of the Parties as evidenced by such terms and provisions. Specifically, but without limitation, the Village shall enact such resolutions and ordinances and take such other actions as may be necessary or desirable to enable the Village and Developers to comply with and effectuate the terms and provisions hereof and to further the intentions of the Parties as evidenced by the terms and provisions of this Amendment.

20. **Authorizations.** The Parties represent and warrant that the individuals executing this Amendment on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Amendment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized corporate officers all as of the day and year first above written.

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

By: _____
Jeffrey R. Magnussen
President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

**PIII-HAMPSHIRE, INC.,
an Illinois corporation**

By: _____
Its: _____

**TUSCANY WOODS HOLDINGS, INC.,
An Illinois Corporation,**

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Jeffrey R. Magnussen, and Linda Vasquez, personally known to me to be the Village President and Village Clerk, respectively, of the **Village of Hampshire**, and personally known to me to be the same persons whose names are subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and severally acknowledged that as such Village Mayor and Village Clerk, they signed and delivered said Recapture Agreement, pursuant to authority given by the Board of Trustees of said village, as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of **PIII-Hampshire, Inc., an Illinois corporation, successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Recapture Agreement, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS

COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of **Tuscany Woods Holdings, Inc.** an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Amendment to Recapture Agreement, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

EXHIBIT LIST

Legal Descriptions of Unit 1 and Unit 2 Properties A

Map Identifying the Benefited Properties B

PINs of the Benefited Properties..... C

Certified Cost - Final D

EXHIBIT A

LEGAL DESCRIPTION
OF TUSCANY WOODS SUBDIVISION
AND UNIT 1 AND THE TERRITORY OUTSIDE OF UNIT 1 ("UNIT 2") PROPERTIES

EXHIBIT B

MAP IDENTIFYING THE BENEFITED PROPERTY

EXHIBIT C

THE BENEFITED PROPERTIES LIST

EXHIBIT D

CERTIFIED COSTS - FINAL

Tuscany Woods – Legal Description Exhibit A

A Parcel of Land, being part of the following parcels taken together as a tract:

The South Half of the Southwest Quarter of Section 23 (except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, also except therefrom that part of the following described property lying East of the West line of the South Half of the Southwest Quarter of said Section 23 conveyed to Patricia A. Muscarello by quitclaim deed recorded as document number 91K29093 to wit: A parcel of land located in the South Half of the Southeast Quarter of Section 22 and in the South Half of the Southwest Quarter of Section 23, all being in Township 42 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, more particularly described as follows: Beginning at a point on the East line of said South Half of the Southeast Quarter of Section 22, a distance of 50 feet distant southerly as measured perpendicular to the centerline of the Soo Line Railroad Company's main track; thence Westerly along a line parallel to and 50 feet distant Southerly of said centerline 2,220 feet to a point 900 feet westerly of the East line of the Southwest Quarter of the Southeast Quarter of said Section 22, thence southerly perpendicular to said centerline 100 feet; thence easterly along a line parallel to and 150 feet southerly of said centerline 2,220 feet to the East line of said Section 22; thence northerly along said East line 50 feet; thence easterly along a line parallel to and 100 feet distant southerly as measured perpendicular to said railroad centerline 1,929 feet to a point 600 feet easterly of the West line of the Southeast Quarter of the Southwest Quarter of said Section 23; thence northerly perpendicular to said centerline 50 feet; thence westerly along a line parallel to and 50 feet distant southerly of said centerline to the Point of Beginning); also the Southwest Quarter of the Southeast Quarter of Section 23 (excepting the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and except that part lying North of said railroad) in Township 42 North, Range 6 East of the Third Principal Meridian; also the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the West Half of the Northeast Quarter, and the West Half of the Northeast Quarter of the Northeast Quarter, of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; in the Village of Hampshire, Kane County, Illinois.

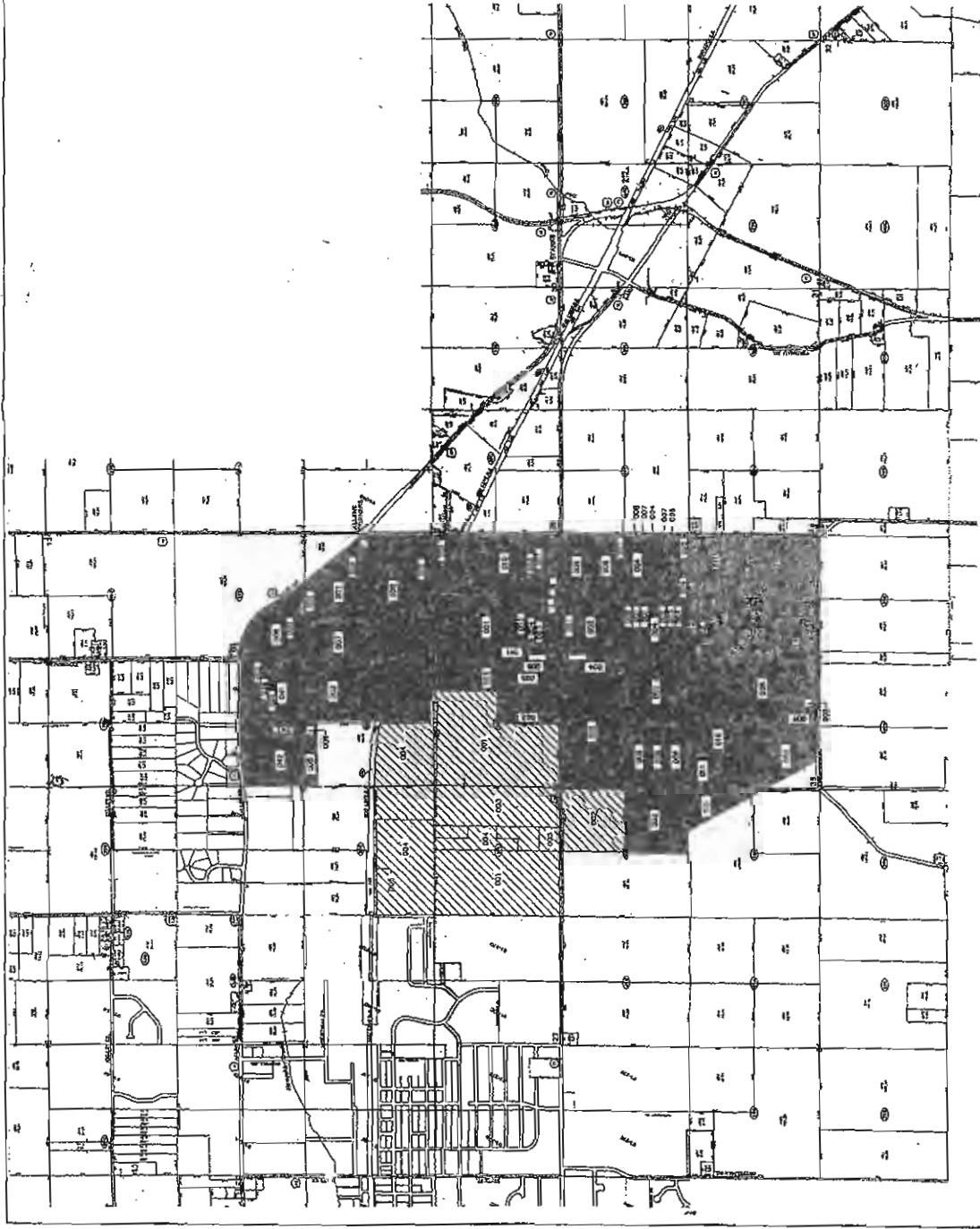


2008K001113

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 1/7/2008 10:31 AM
REC FEE: \$4.00 RHPFS FEE: 10.00
PAGES: 33

TUSCANY WOODS - WATER RECAPTURE EXHIBIT B



LEGEND

- OPEN WATER
- OPEN WATER
- OPEN WATER

PROJECT NO.	113210	SHEET	1
DATE	11/20/07	DATE	11/20/07
DESIGNED BY	DM	DRAWN BY	DM
CHECKED BY	DM	CHECKED BY	DM

WATER RECAPTURE EXHIBIT B

TUSCANY WOODS
HAMPSHIRE, ILLINOIS

REVISIONS

300 PARK BOWLING
ROAD
MOUNTAIN VIEW, MO 64150
TEL: 816.286.8888
FAX: 816.286.8888
WWW.COWHEY-GUDMUNDSON.COM

**COWHEY
GUDMUNDSON
LEDER, LTD.**

CONSULTING ENGINEERS - LAND SURVEYORS - MATERIAL ESTIMATORS

Tuscany Woods - Water Service Areas

November 03, 2006

Exhibit C

TOWNSHIP	SECTION	BLOCK	PARCEL NUMBER	AREA	% OF TOTAL	COST
01	23	200	038	1.13	0.071%	\$346.41
01	23	200	041	35.79	2.243%	\$10,971.61
01	23	200	042	32.23	2.019%	\$9,880.27
01	23	200	043	6.81	0.427%	\$2,087.64
01	23	276	001	1.64	0.103%	\$502.75
01	23	276	002	1.44	0.090%	\$441.44
01	23	300	004	72.74	4.558%	\$22,298.83
01	23	300	005	2.21	0.138%	\$677.49
01	23	400	002	40.00	2.506%	\$12,262.21
01	23	400	004	34.72	2.175%	\$10,643.60
01	23	400	005	7.45	0.467%	\$2,283.84
01	23	400	006	1.95	0.122%	\$597.78
01	24	100	005	0.77	0.048%	\$236.05
01	24	100	006	33.93	2.126%	\$10,401.42
01	24	300	002	30.46	1.909%	\$9,337.67
01	24	300	004	1.54	0.096%	\$472.10
01	24	300	006	4.42	0.277%	\$1,354.97
01	24	300	007	24.25	1.519%	\$7,433.96
01	24	300	008	79.76	4.998%	\$24,450.84
01	24	300	009	0.28	0.018%	\$85.84
01	25	100	001	67.68	4.241%	\$20,747.66
01	25	100	003	1.00	0.063%	\$306.56
01	25	100	004	1.24	0.078%	\$380.13
01	25	100	007	1.71	0.107%	\$524.21
01	25	100	008	1.00	0.063%	\$306.56
01	25	100	009	7.97	0.499%	\$2,443.25
01	25	100	010	64.19	4.022%	\$19,677.78
01	25	100	011	8.26	0.518%	\$2,532.15
01	25	100	012	1.74	0.109%	\$533.41
01	25	300	001	2.00	0.125%	\$613.11
01	25	300	002	38.00	2.381%	\$11,649.10
01	25	300	004	55.00	3.446%	\$16,860.54
01	25	300	007	1.09	0.068%	\$334.15
01	25	300	008	22.34	1.400%	\$6,848.44
01	25	300	009	16.57	1.038%	\$5,079.62
01	25	376	001	1.25	0.078%	\$383.19
01	25	376	002	1.65	0.103%	\$505.82
01	25	376	003	1.58	0.099%	\$484.36
01	25	376	004	2.05	0.128%	\$628.44
01	25	377	004	1.25	0.078%	\$383.19
01	25	377	006	1.4	0.088%	\$429.18
01	25	377	007	1.27	0.080%	\$389.33
01	25	377	008	1.19	0.075%	\$364.80
01	25	378	001	1.92	0.120%	\$588.59
01	25	378	004	1.68	0.105%	\$515.01
01	25	378	005	1.61	0.101%	\$493.55
01	25	378	006	1.61	0.101%	\$493.55
01	25	378	007	2.50	0.157%	\$766.39

Tuscany Woods - Water Service Areas

November 03, 2006

Exhibit C

01	26	100	001	80.00	5.013%	\$24,524.42
01	26	100	003	50.00	3.133%	\$15,327.76
01	26	100	004	25.00	1.566%	\$7,663.88
01	26	100	005	5.00	0.313%	\$1,532.78
01	26	200	001	100.00	6.266%	\$30,655.52
01	26	200	002	8.15	0.511%	\$2,498.43
01	26	200	003	36.73	2.301%	\$11,259.77
01	26	200	005	9.93	0.622%	\$3,044.09
01	26	200	006	5.19	0.325%	\$1,591.02
01	26	300	002	40.00	2.506%	\$12,262.21
01	26	300	003	40.00	2.506%	\$12,262.21
01	26	400	002	40.00	2.506%	\$12,262.21
01	26	400	004	7.58	0.475%	\$2,323.69
01	26	400	005	72.42	4.538%	\$22,200.73
01	26	400	006	15.32	0.960%	\$4,696.43
01	26	400	008	7.49	0.469%	\$2,296.10
01	26	400	009	17.19	1.077%	\$5,269.68
01	35	100	001	14.00	0.877%	\$4,291.77
01	35	200	002	32.61	2.043%	\$9,996.77
01	35	200	005	2.23	0.140%	\$683.62
01	35	200	008	52.51	3.290%	\$16,097.21
01	35	200	009	5.26	0.330%	\$1,612.48
01	35	200	010	52.00	3.258%	\$15,940.87
01	35	200	011	8.00	0.501%	\$2,452.44
01	36	100	003	0.59	0.037%	\$180.87
01	36	100	006	19.26	1.207%	\$5,904.25
01	36	100	007	9.95	0.623%	\$3,050.22
01	36	100	008	9.95	0.623%	\$3,050.22
01	36	100	014	10.73	0.672%	\$3,289.34
01	36	100	015	5.00	0.313%	\$1,532.78
01	36	101	001	1.41	0.088%	\$432.24
01	36	101	002	1.35	0.085%	\$413.85
01	36	101	003	1.34	0.084%	\$410.78
01	36	101	004	2.16	0.135%	\$662.16
01	36	101	005	1.35	0.085%	\$413.85
01	36	101	006	1.52	0.095%	\$465.96
01	36	101	007	4.07	0.255%	\$1,247.68
01	36	101	008	2.41	0.151%	\$738.80
01	36	101	009	1.57	0.098%	\$481.29
01	36	101	010	1.25	0.078%	\$383.19
01	36	101	011	1.26	0.079%	\$386.26
01	36	101	012	1.84	0.115%	\$564.06
01	36	101	013	1.85	0.116%	\$567.13
01	36	101	014	2.19	0.137%	\$671.36
01	36	102	001	1.43	0.090%	\$438.37
01	36	102	002	1.39	0.087%	\$426.11
01	36	102	003	1.38	0.086%	\$423.05
01	36	102	004	1.64	0.103%	\$502.75
01	36	127	001	1.44	0.090%	\$441.44
01	36	127	002	1.26	0.079%	\$386.26

Tuscany Woods - Water Service Areas

November 03, 2006

Exhibit C

01	36	127	003	1.60	0.100%	\$490.49
01	36	127	004	1.67	0.105%	\$511.95
01	36	127	005	1.72	0.108%	\$527.27
01	36	127	006	1.87	0.117%	\$573.26
01	36	128	001	1.25	0.078%	\$383.19
01	36	128	002	1.38	0.086%	\$423.05
01	36	128	003	1.82	0.114%	\$557.93
01	36	128	004	1.44	0.090%	\$441.44
01	36	128	005	1.49	0.093%	\$456.77
01	36	128	006	1.66	0.104%	\$508.88
01	36	128	007	1.48	0.093%	\$453.70
01	36	128	008	1.58	0.099%	\$484.36
01	36	128	009	1.32	0.083%	\$404.65
01	36	128	010	1.28	0.080%	\$392.39
01	36	128	011	1.43	0.090%	\$438.37
01	36	129	001	1.36	0.085%	\$416.92
01	36	129	002	1.28	0.080%	\$392.39
01	36	129	003	1.50	0.094%	\$459.83
01	36	129	004	1.24	0.078%	\$380.13
01	36	129	005	1.24	0.078%	\$380.13
01	36	129	006	1.37	0.086%	\$419.98
01	36	151	001	1.34	0.084%	\$410.78
01	36	151	002	1.38	0.086%	\$423.05
01	36	151	003	2.64	0.165%	\$809.31
01	36	151	004	1.69	0.106%	\$518.08
01	36	151	005	1.55	0.097%	\$475.16
01	36	151	006	1.25	0.078%	\$383.19
01	36	151	007	1.27	0.080%	\$389.33
01	36	151	008	1.32	0.083%	\$404.65
01	36	151	009	1.34	0.084%	\$410.78
01	36	151	010	1.43	0.090%	\$438.37
01	36	152	001	1.26	0.079%	\$386.26
01	36	152	002	1.45	0.091%	\$444.51
01	36	152	003	1.55	0.097%	\$475.16
01	36	152	004	1.94	0.122%	\$594.72
01	36	152	005	1.76	0.110%	\$539.54
01	36	152	006	1.36	0.085%	\$416.92
			TOTALS	1,595.98	100.000%	\$489,256.00

THIS INSTRUMENT PREPARED

BY:

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

ABOVE SPACE FOR RECORDER'S USE ONLY

QUIT CLAIM DEED

This QUIT CLAIM DEED, made this ____ day of April, 2014, between _____, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois ("Grantor"), and the Village of Hampshire, an Illinois municipal corporation ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does CONVEYS and QUIT CLAIMS unto the Grantee, and to Grantee's heirs and assigns FOREVER, all the following described real estate, situated in the County of Kane and State of Illinois known and legally described as follows, to wit:

Permanent Real Estate Index Numbers:

Address of real estate: Vacant land in Tuscany Woods Subdivision, in Hampshire, Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record and general real estate taxes not yet due and payable.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents on the day and year first above written.

GRANTOR: PHI-Hampshire, Inc.
an Illinois Corporation

By: _____
Its _____



STATE OF ILLINOIS)
) SS
COUNTY OF _____)

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

GIVEN under my hand and Notarial seal this ____ day of _____, 2014.

Notary Public

EXEMPT UNDER PROVISIONS OF PARAGRAPH B SECTION 35 ILCS 200/31-45.

DATE *BUYER SELLER OR REPRESENTATIVE*

MAIL TO:

SEND SUBSEQUENT TAX BILLS TO:

Mark Schuster Bazos, Freeman, Kramer, Schuster & Braithwaite LLC 1250 Larkin Avenue #100 Elgin, IL 60123	Village of Hampshire 234 S. State Street P.O. Box 457 Hampshire, IL 60140-0457
--	---

EXHIBIT ~~FF~~ GG

Conveyance of Detention/Retention Basins

Amended and Re-Stated Development Agreement
Unit 2

DRAFT
Exhibit KK

HAMPSHIRE for 2013 Summary / Fees	Village /							2013
	School	Park	Public Use	Fire	Library	Transport	Cemetery	Totals
Transition	\$ 3,214.78	\$ 292.26	\$ 718.94	\$ 656.68	\$ 99.37	\$ -	\$ -	\$ 4,982.03
2 BR SFR	\$ 823.39	\$ 1,210.20	\$ 484.08	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 4,483.67
3 BR SFR	\$ 1,316.17	\$ 1,739.40	\$ 695.76	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 6,217.33
4 BR SFR	\$ 2,245.82	\$ 2,258.40	\$ 903.36	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 7,873.58
5 BR SFR	\$ 1,741.08	\$ 2,262.00	\$ 904.80	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 7,373.88
1 BR TH	\$ -	\$ 715.80	\$ 286.32	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 3,468.12
2 BR TH	\$ 309.31	\$ 1,194.00	\$ 477.60	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 4,446.91
3 BR TH	\$ 581.88	\$ 1,435.20	\$ 574.08	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 5,057.16
Studio	\$ -	\$ 778.40	\$ 310.56	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 3,552.96
1 BR Apt	\$ 4.56	\$ 1,054.80	\$ 421.92	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 3,947.28
2 BR Apt	\$ 318.44	\$ 1,148.40	\$ 459.36	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 4,392.20
3 BR Apt	\$ 861.79	\$ 1,831.80	\$ 732.72	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 5,892.31
Duplex	Same as TH - based on # of BR's							
	Water Connection	Sewer Connection						Totals Connection
2 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
3 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
4 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
5 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
1 BR TH	\$ 2,400.00	\$ 2,685.00	---	---	---	---	---	\$ 5,085.00
2 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
3 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
Studio	\$ 2,000.00	\$ 2,190.00	---	---	---	---	---	\$ 4,190.00
1 BR Apt	\$ 2,400.00	\$ 2,685.00	---	---	---	---	---	\$ 5,085.00
2 BR Apt	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
3 BR Apt	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
Duplex	Same as TH - based on # of BR's							

Revised 2013 per direction of Board of Trustees

- Notes:
- To be applied to all development after 2012.
 - All transition and impact fees to be paid at time of application for certificate of occupancy
 - Transition and impact Fees due shall be calculated based on the type of Dwelling Unit applied for.
- a) There is a credit to be applied to the Public Use Impact Fees, equal to 2 acres x \$60,000 = \$120,000
The credit will be applied on the first applications submitted
After exhaustion of the credit, Public Use Impact Fees will be due and payable with said applications
 - b) School donation are due in cash / not in land.
 - c) There is also due an assessment for Emergency Warning Siren Fee = \$75.00 / acre
 - d) Park Fee has been satisfied by donation of park site, and by donation of cash = \$1,000 per lot = \$459,000 and further subject to requirement for reimbursement per Amended and Re-Stated Development Agreement
 - e) Water Impact Fees and Connection Fees are credited with costs contributed to First Water Expansion Project = \$ _____, and the amount remaining due and owing is equal \$ _____
 - f) Sewer Impact Fees and Connection Fees are credited with costs contributed to First Sewer Expansion Project and WWTF Expansion to 1.76 mgd Project, and are paid in full.

Water Impact and Connection fees are credited with costs contributed to First Water Expansion Project = _____ and the amount remaining due and owing is equal \$ _____; amount remaining due and owing = \$ _____

Sewer Impact and Connection fees are credited with costs contributed to First Sewer Expansion Project = _____ and are paid in full.



PLAT OF EASEMENT

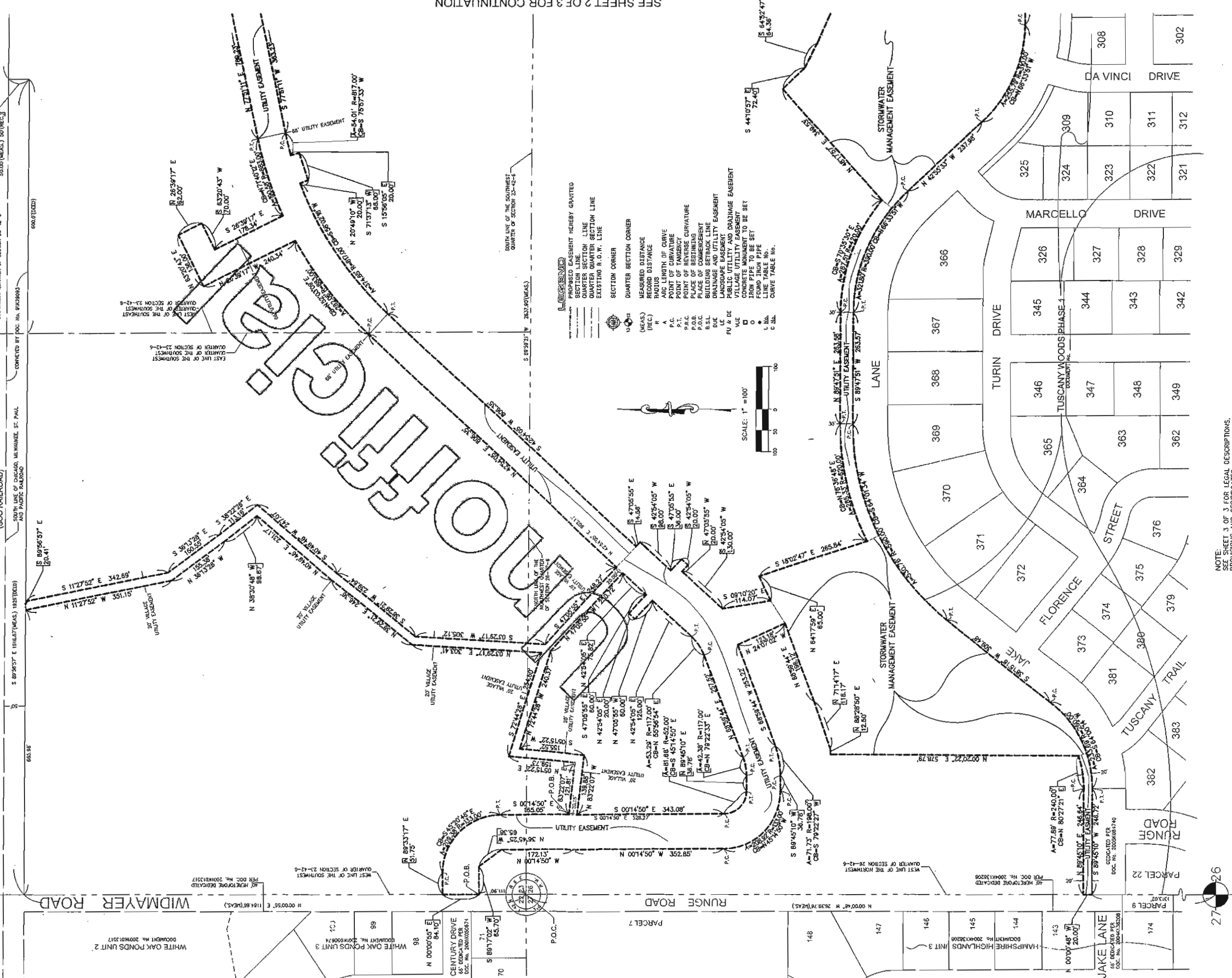
OF PART OF SECTIONS 23 AND 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

2006 K079205
Sandy Wiegman - Recorder
Kane County, IL
Recorded 7/24/2008 12:05pm
Rec Fees: \$55. RV#695 Parcel# 10 Pages: 3

BASIS OF BEARING
ASSUMED THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26-42-6 TO BE:
N 00°00'48" W

IOWA, CHICAGO & EASTERN RAILROAD (CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY)

WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23-42-6



SEE SHEET 2 OF 3 FOR CONTINUATION

LEGEND

PROPOSED EASEMENT HEREBY GRANTED

SECTION LINE

QUARTER SECTION LINE

EXISTING R.O.W. LINE

SECTION CORNER

MEASURED DISTANCE (MEAS.)

RECORDED DISTANCE (REC.)

RADIUS (R)

ARC LENGTH OF CURVE (A)

POINT OF CURVATURE (P.C.)

POINT OF TANGENCY (P.T.)

PLACE OF BEGINNING (P.O.B.)

PLACE OF ENDING (P.O.E.)

BUILDING SETBACK LINE (B.S.L.)

LANDSCAPE AND UTILITY EASEMENT (L.U.E.)

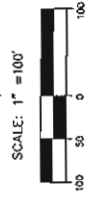
PUBLIC UTILITY AND DRAINAGE EASEMENT (P.U.D.E.)

CONCRETE MONUMENT TO BE SET (CM)

IRON PIPE TO BE SET (I.P.)

LINE TABLE NO. (L.T.)

CURVE TABLE NO. (C.T.)

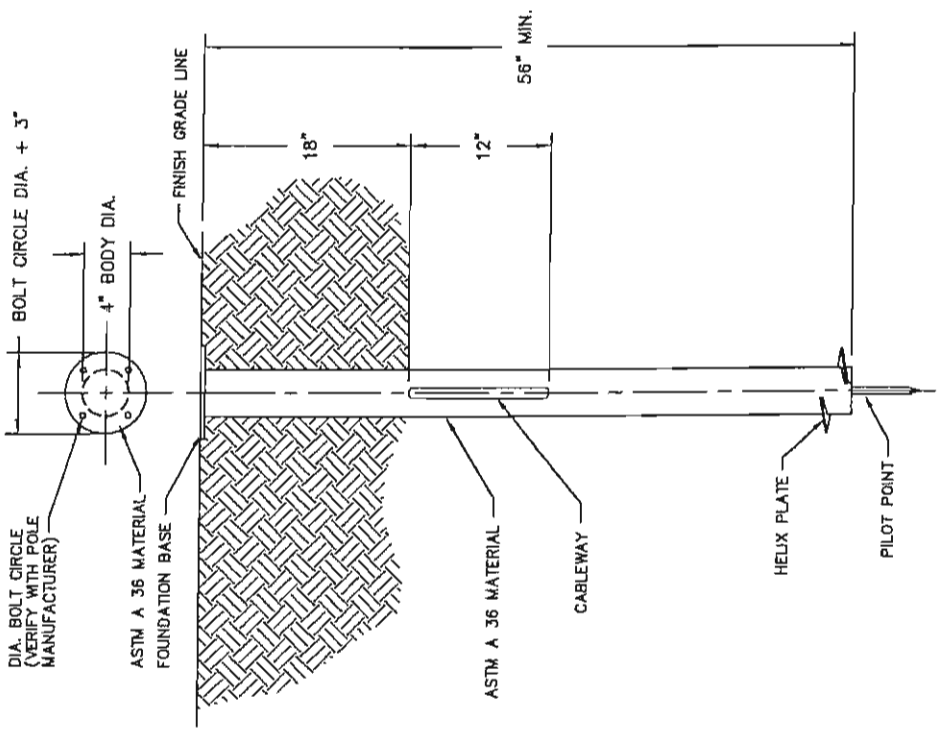


NOTE: SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTIONS, PROVISIONS AND CERTIFICATES.

NOTES:
• FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN HEREON, REFER TO YOUR ABSTRACT, DEED, GUARANTEE POLICY AND LOCAL ORDINANCES.
• COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE AT ONCE.

MIDWEST TECHNICAL CONSULTANTS, INC.
12345 W. 12th Street
Mesa, AZ 85209
www.midwesttech.com
info@midwesttech.com
NAVERVILLE, ILLINOIS 62450

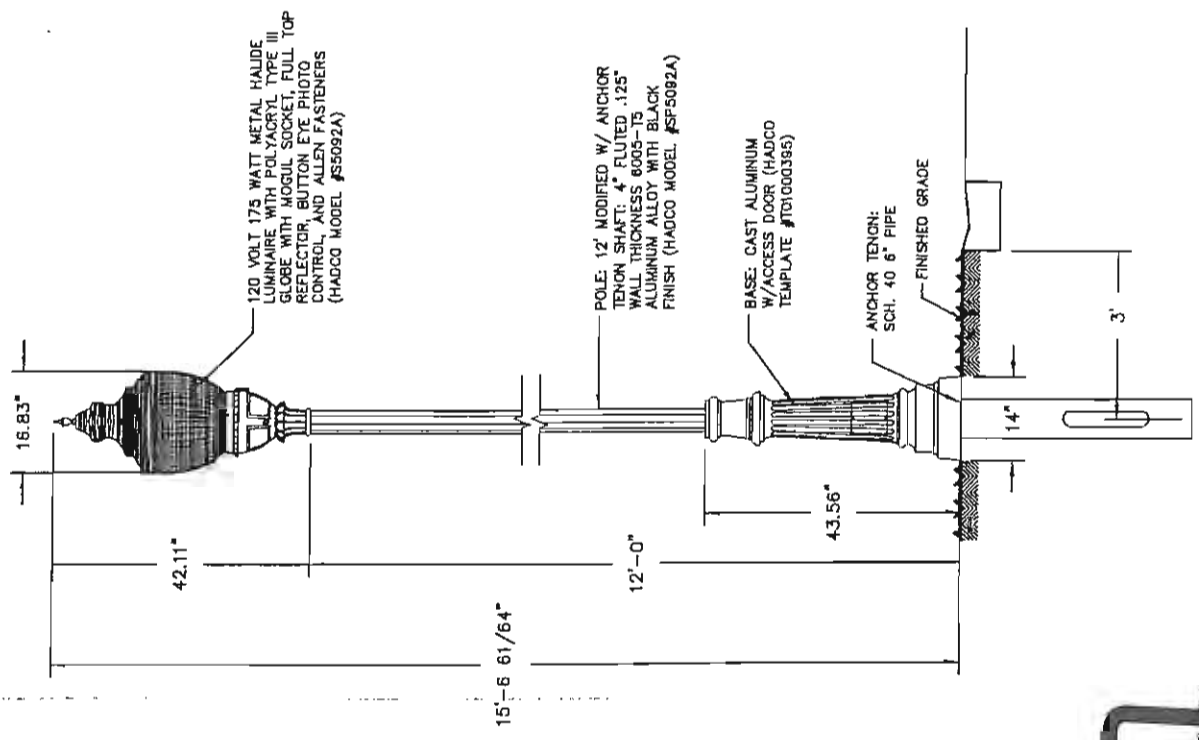
PREPARED FOR:
PHI HAMPSHIRE, INC.
JOB NO.: 265-204
DRAWN BY: JS



LIGHT POLE METAL FOUNDATION
N.T.S.

VILLAGE OF
HAMPSHIRE

TYPICAL RESIDENTIAL STREET LIGHT DETAIL		SHEET 1 OF 1	
ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Sugar Grove, IL 60554 630/488-8350 phone - 630/488-8380 fax	SCALE: N.T.S.	DRAWING NUMBER: HA008	DRAWN BY: KKP
	DATE: 05/24/04		REVISED: XX/XX/XX



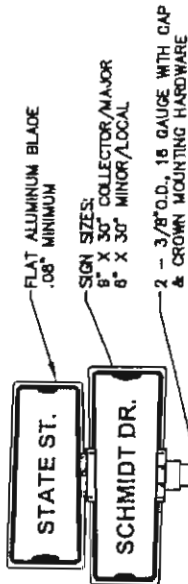
ENGINEERING ENTERPRISES, INC.

tabbies

EXHIBIT

JJ

ExH-P



POST LOCATIONS:
 LOCAL ROAD INTERSECTIONS SHALL HAVE 1 SIGN AT THE NORTHEAST CORNER, COLLECTOR AND MAJOR STREETS SHALL HAVE TWO SIGN ASSEMBLIES: ONE AT THE NORTHEAST CORNER AND ONE AT THE SOUTHWEST CORNER.

SIGNS SHALL BE FLAT BLADE ALUMINUM BLANKS, DOUBLE SIDED & SHEETED WITH HIGH INTENSITY BLACK, WITH A WHITE SHEETING REVERSE OVERLAY AND A BLACK BORDER (AS SHOWN).

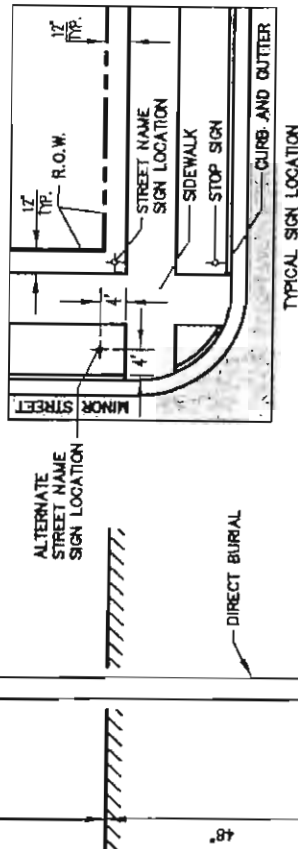
MINOR & LOCAL STREETS:
 LETTERING SHALL BE BLOCK STYLE WITH 4" UPPERCASE FOR ENTIRE STREET NAME.

COLLECTOR & MAJOR STREETS:
 LETTERING SHALL BE BLOCK STYLE WITH 6" UPPERCASE FOR ENTIRE STREET NAME.

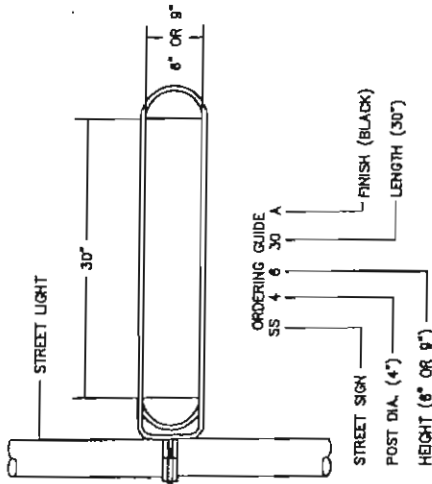
SIGNS MAY BE MOUNTED TO STREET LIGHTS WITH A STANDARD BRACKET TO VILLAGE APPROVAL.

ALL SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."

THE VILLAGE OF HAMPSHIRE MUST APPROVE ALL SIGN DIMENSIONS, MOUNTING LOCATIONS & HARDWARE APPLICATIONS BEFORE INSTALLATION.



STREET SIGN HOLDER*



* FOR STREET SIGNS ATTACHED TO STREET LIGHTS
 MANUFACTURED BY HADCO

TYPICAL STREET SIGN DETAIL

ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Sugar Creek, IL 60154 630/466-9350 phone - 630/466-9380 fax		SCALE: N.T.S.	DRAWING NUMBER: HA003	SHEET 1 OF 1
		DATE: 05/18/04	DRAWN BY: KKP	REVISED: XX/XX/XX

VILLAGE OF HAMPSHIRE

Ext. P

EXH.P



STANFORD

- * 3" Fluted Extruded Aluminum Post, 0.90 Wall 6063-T6
- * Cast Aluminum Support Arm, 319 Alloy (Chromated) Welded to Post
- * Cast Aluminum Ball Cap
- * Gloss Black Powder Coat Finish
- * Black T1 Mailbox
- * 3" Gold Vinyl Address Numbers
- * Installed with Cement

MANUFACTURER:
 MAILBOX SERVICE, INC.
 10753 WOLF DRIVE
 HUNTLEY, IL 60142
 (847)669-2752

VILLAGE OF
 HAMPSHIRE

COPYRIGHT © 2002 ENGINEERING ENTERPRISES, INC.

SINGLE FAMILY MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
 52 Wheeler Road, Sugar Grove, IL 60554
 630/466-9350 phone - 630/466-9380 fax

SCALE:
 N.T.S.

DATE:
 05/18/04

DRAWING
 NUMBER:

HA004

DRAWN BY:
 KKP

REVISED:
 XX/XX/XX

EXH. P



YALE DOUBLE

- 4"x4"x.125 Wall, 6063-T52 Extruded Aluminum Post
- Heavy Cast Aluminum Support Arm, 319 Alloy (chromated)
- Heavy Cast Aluminum Cap, 319 Alloy
- Gloss Black Powder Coat Finish
- Black T1 Mailboxes (two)
- 1 1/8" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
MAILBOX SERVICE, INC.
10753 WOLF DRIVE
HUNTLEY, IL 60142
(847)669-2752

VILLAGE OF
HAMPSHIRE

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DUPLEX MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
630/466-9350 phone - 630/466-9380 fax

SCALE:
N.T.S.

DRAWING
NUMBER:

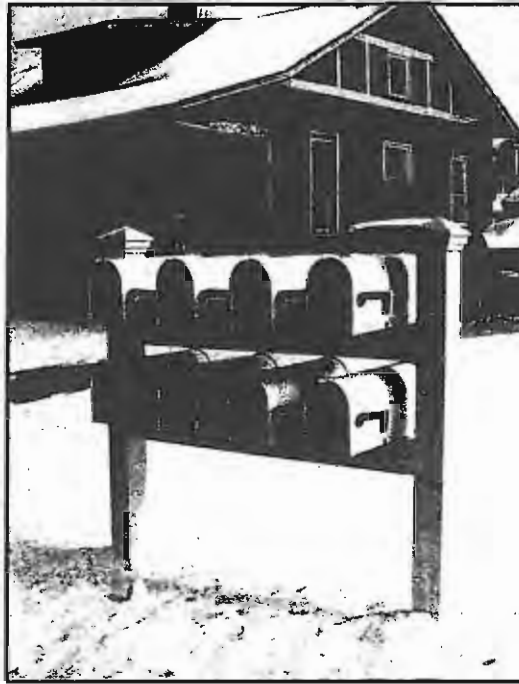
HA005

DRAWN BY:
KKP

DATE:
05/18/04

REVISED:
XX/XX/XX

EXH. P



YALE MULTI

- 4"x4"x.125 Wall, 6063-T52 Extruded Aluminum Post & Cross Bar(s)
- Galvanized Assembly Brackets
- Heavy Cost Aluminum Cop, 319 Alloy
- Glass Black Powder Coat Finish
- Black T1 Mailboxes
- 1 1/8" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
MAILBOX SERVICE, INC.
10753 WOLF DRIVE
HUNTLEY, IL 60142
(847)669-2752

VILLAGE OF
HAMPSHIRE

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MULTI FAMILY MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
630/466-9350 phone - 630/466-9380 fax

SCALE:
N.T.S.

DRAWING
NUMBER:

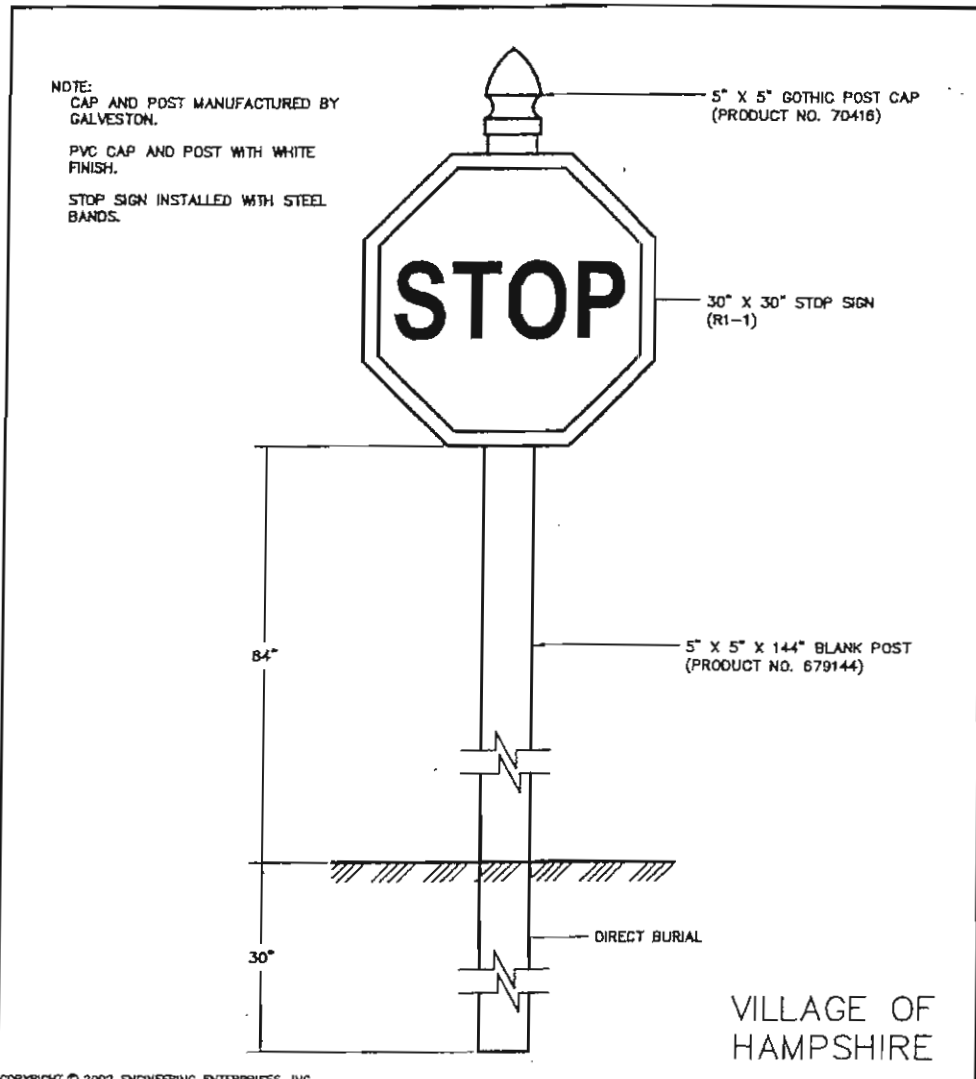
HA006

DRAWN BY:
KKP

DATE:
05/18/04

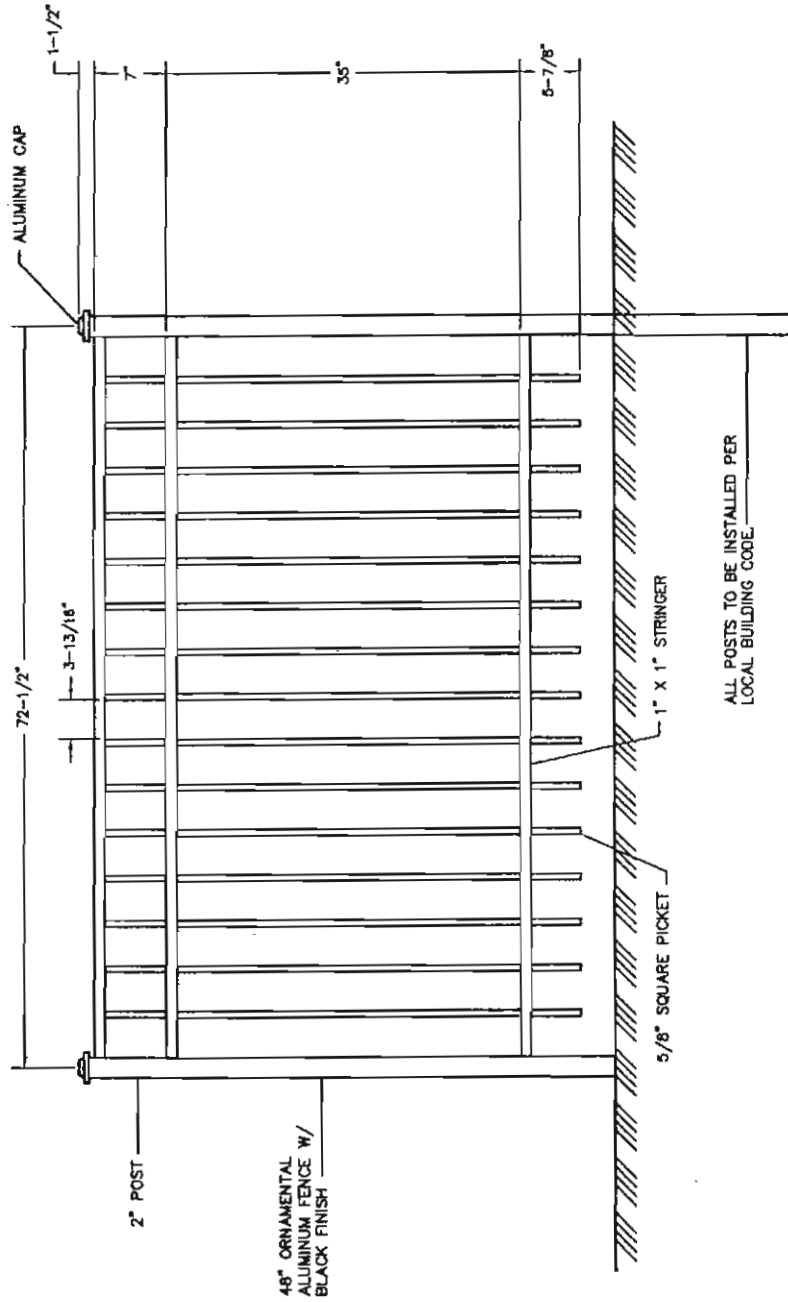
REVISED:
XX/XX/XX

EXH. P



COPYRIGHT © 2002, ENGINEERING ENTERPRISES, INC.

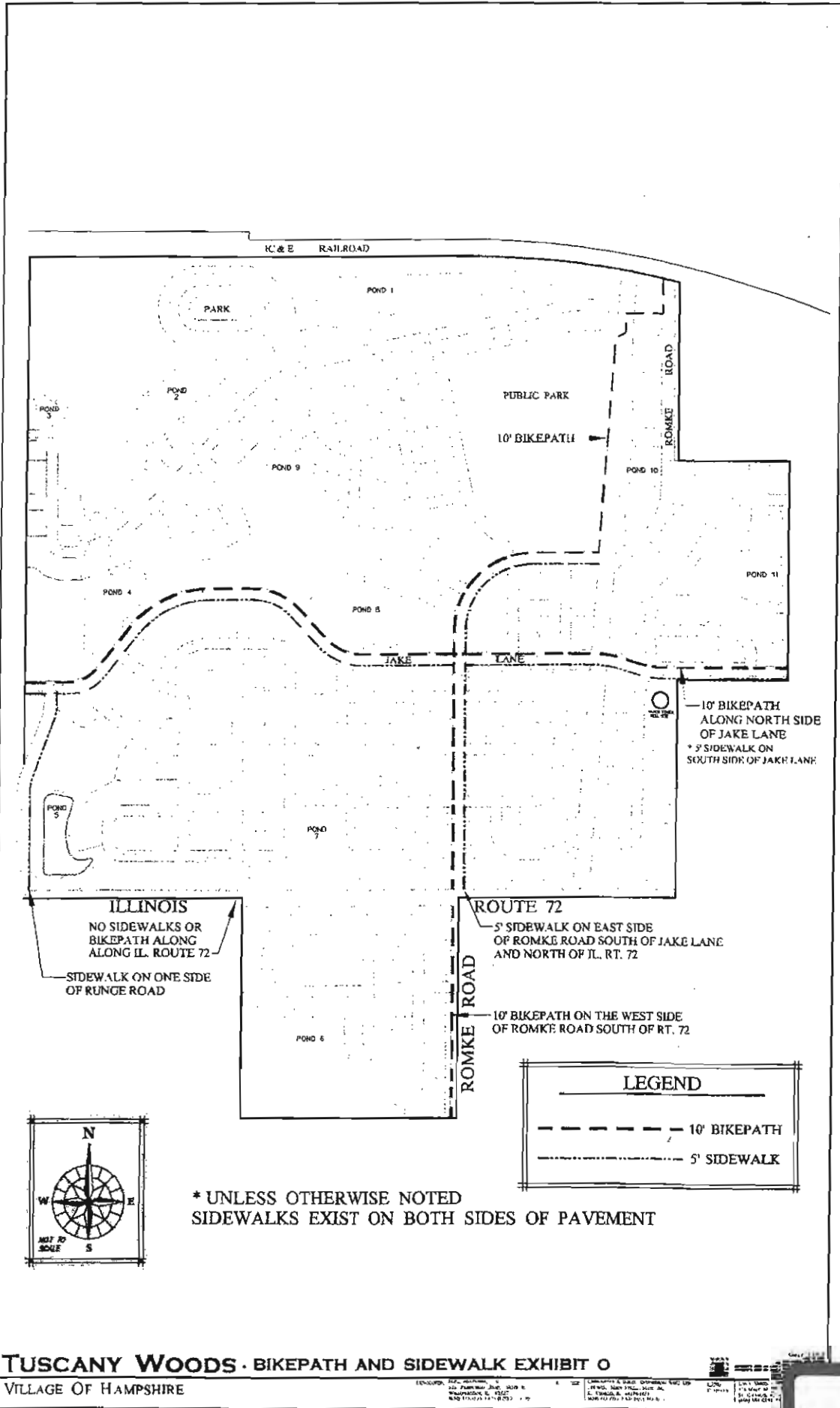
STOP SIGN DETAIL		SHEET 1 OF 1	
ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Sugar Grove, IL 60554 830/488-9350 phone - 830/488-9380 fax	SCALE: N.T.S.	DRAWING NUMBER: HA002	DRAWN BY: KKP
	DATE: 05/18/04		REVISED: XX/XX/XX



VILLAGE OF HAMPSHIRE

TYPICAL FENCE DETAIL		SHEET 1 OF 1
DRAWING NUMBER HA001	SCALE N.T.S.	DRAWN BY: KKP
ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Super Grove, IL 60054 630/466-9350 phone - 630/466-6380 fax	DATE: 05/18/04	REVISED: XX/XX/XX

Ext. P

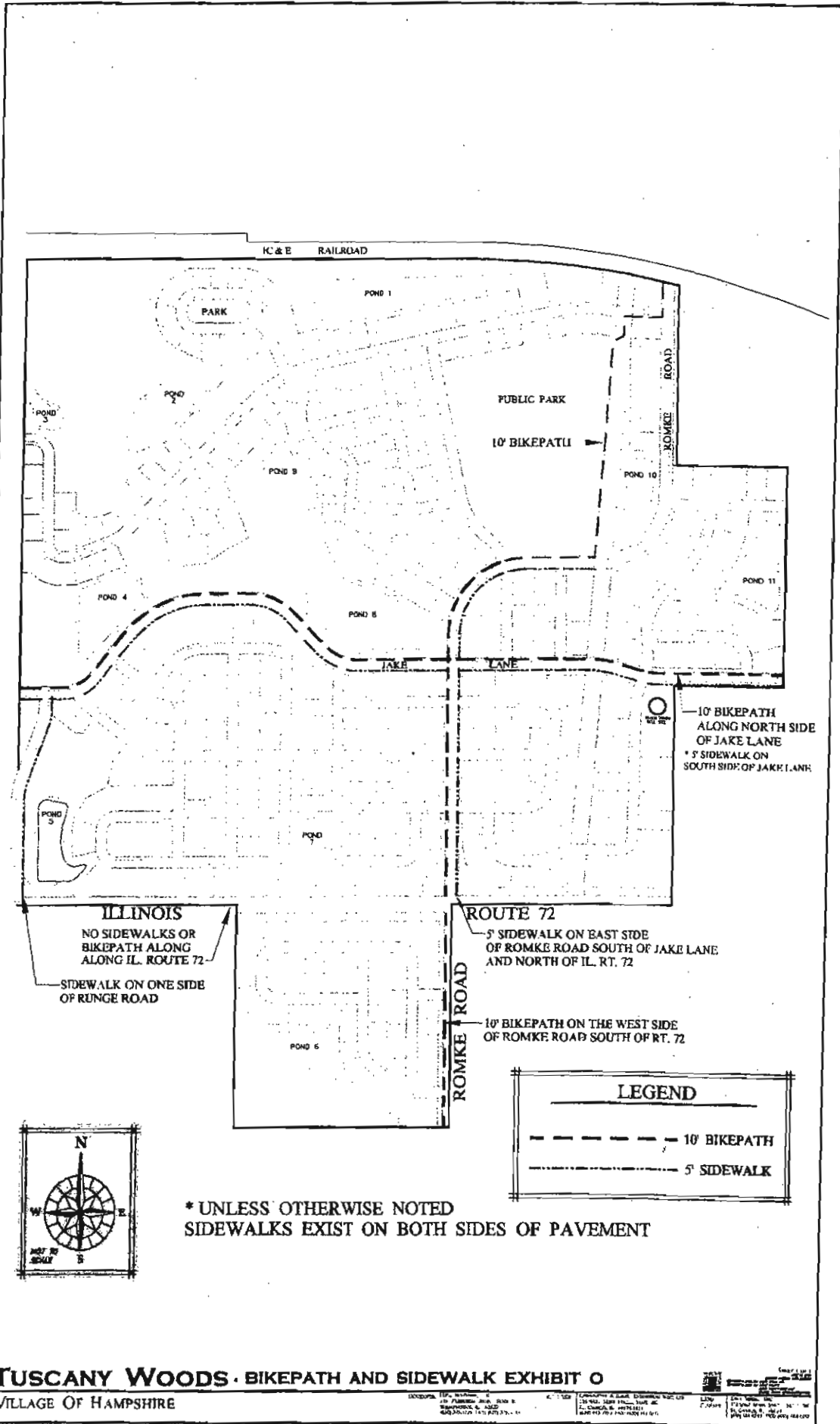


C:\0001\Plan\100505m\p10505_EXHIBIT02.dwg, Title:WVhsh_01160204.2184.16 PLS Group, AutoCAD 2004, 11/16/04 11:43:43

TUSCANY WOODS · BIKEPATH AND SIDEWALK EXHIBIT 0
 VILLAGE OF HAMPSHIRE

* UNLESS OTHERWISE NOTED
 SIDEWALKS EXIST ON BOTH SIDES OF PAVEMENT

EXHIBIT
KK



03/2001 Plan 1002041052_D01087032.dwg, Tuscany Woods, 01/12/2004 2:56:43 PM, Gensap, ArcRoad, Dciller (Temporary) 203

- LL - Sent



Engineering Enterprises, Inc.

December 3, 2013

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

Re: *Tuscany Woods – Unit 1
Village of Hampshire
Kane County, Illinois*

Mr. Magnussen:

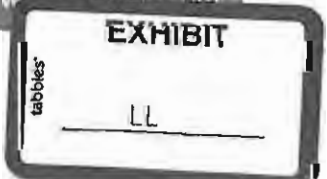
Representatives from Engineering Enterprises, Inc. (EEI) performed an onsite punch list inspection of the public improvements for the above referenced project. A summary of the punch list items is listed below:

Sanitary Sewer

1. The following structures need to have chimney seals replaced: SAN MH 46, SAN MH 61, SAN MH 82, SAN MH 85, SAN MH 87, SAN MH 92, SAN MH 97, SAN MH 98.
2. The following structure needs to be adjusted to grade and replaced with a cone section: SAN MH 104.
3. The following structures need to have their frames and adjusting rings reset: SAN MH 93, SAN MH 99.
4. The following structure has a broken frame that needs to be replaced: SAN MH 52.
5. The lids on the following structures need to be swapped: SAN MH 91 and VV 88.

Storm Sewer

6. The following catch basins need to have fillets repaired or reinstalled: CB-23, CB-28, CB-32, CB-35, CB-38, CB-44, CB-53, CB-56, CB-63, CB-69, CB-70, CB-74, CB-80, CB-83, CB-86, CB-89, CB-92, CB-100, CB-108, CB-111, CB-121, CB-124, CB-126, CB-131, CB-152, CB-153, CB-155, CB-166, CB-171, CB-184, CB-186, CB-188, CB-195, CB-202, CB-205, CB-214, CB-220, CB-223, CB-226, CB-237, CB-242, CB-263A, CB-270, CB-273, CB-276, CB-289, CB-313, CB-317, CB-377, CB-389.



7. The following inlets need to have fillets repaired or reinstalled: I-26, I-33, I-36, I-45, I-48, I-54, I-57, I-64, I-73, I-81, I-84, I-87, I-90, I-93, I-101, I-106, I-109, I-123, I-132, I-135, I-148, I-150, I-154, I-156, I-172, I-183, I-187, I-203, I-206, I-209, I-221, I-224, I-236, I-241, I-271, I-274, I-288, I-293, I-314, I-318, I-390.
8. The following manholes need to have fillets repaired or reinstalled: MH-24, MH-39, MH-112, MH-116, MH-120, MH-127, MH-145, MH-163, MH-167, MH-189, MH-196, MH-215, MH-263, MH-277, MH-294.
9. The following catch basin needs to be cleaned: CB-286.
10. The following inlets need to be cleaned: I-19, I-20, I-21, I-103, I-113, I-164, I-219, I-276, I-329.
11. The following manholes need to be cleaned: MH-18, MH-66, MH-119B, MH-218.
12. The following structures need the rings/pipes grouted: CB- 286, MH-66, MH-116, MH-165.
13. The following structure has a closed lid and this lid should be replaced with an open lid: MH-165.
14. The following storm structures need the silt basket removed: CB-63, CB-69, CB-70, CB-94, CB-186, CB-188, CB-234, I-41, I-42, I-64, I-67, I-68, I-76, I-113, I-115, I-119A, I-136A, I-164, I-169, I-187, I-191, I-198, I-199, I-200, I-284, I-285, I-267, I-332, MH-40, MH-51, MH-52, MH-62, MH-76, MH-77, MH-79, MH-168, MH-189, MH-197, MH-207, MH-216, MH-216A, MH-233, MH-265, MH-266, MH-283.
15. The following structures must have their frames realigned/reset: MH-60, MH-118, MH-146.
16. The following structures were unable to be located: I-19, I-20, I-21, I-103, I-219, I-329, MH-18, MH-119B, MH-218, MH-259. The structures need to be located and uncovered by the owner and inspected by EEI. Any observed deficiencies will be added to the punch list.
17. The storm sewer shown on the attachment (green) needs to be installed. The storm sewer stubs shown on sheet 53 of 74 will require sidewalk removal and replacement (Romke Road) and associated restoration.
18. The storm sewer running along lots 331-340 and 351-360 was damaged by private utility installation. Structures 65 and 82 were plugged to prevent sediment from flowing downstream in the storm sewer. The storm lines need to be televised to determine the extent of the damage. All damaged storm sewer needs to be replaced and the plugs removed. The downstream storm sewer shall also be televised to determine if sediment needs to be removed. Televising videos shall be provided to the Village for review in order to determine the limits and types of repairs necessary.

Water Main

19. All fire hydrants shall be repainted.
20. FH-30 and FH-84 need to be straightened.
21. FH-60 and its associated auxiliary valve box need to be adjusted to the correct grade.
22. Auxiliary valve boxes for the following fire hydrants must be reset: FH-40, FH-69, FH-84.
23. The auxiliary valve box for the following fire hydrant must have the cap replaced: FH-56.
24. The following valve vaults need the frames realigned/reset: VV-32A, VV-33.
25. The following valve vaults were unable to be located: VV-103, VV-109. The structures need to be located and uncovered by the owner and inspected by EEI. Any observed deficiencies will be added to the punch list.
26. The b-boxes on the following lots need to be repaired: 226, 228, 229, 242, 243, 244, 256, 270, 286, 290, 305, 310, 330, 332, 337, 338, 340, 343, 345, 348, 353, 362, 364, 371, 377, 384, 385.
27. The b-box for Lot 335 needs to be located, cleaned, and repaired.
28. The following valve vaults are filled with water: VV-29, VV-39, VV-59, VV-68A. The water needs to be pumped out of the structures. The structures then need to be inspected by EEI. Any observed deficiencies will be added to the punch list.

Other

29. The following street lights need to be installed and made operational: 3, 4, 5, 6, 7, 13, 68, 69, 70, 71. Once operational, inspection of these lights by EEI and the Village's electrical subcontractor will be required. Any observed deficiencies will be added to the punch list.
30. The following street lights are installed but are not operational due to lack of ComEd service: 1, 2, 11, 12, 23, 24, 39, 40, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 62, 63, 64, 67. Service shall be provided. Once operational, inspection of these lights by EEI and the Village's electrical subcontractor will be required. Any observed deficiencies will be added to the punch list.
31. The landscaping around Basin 5, Basin 7 and in open space lots 1024 and 1026 through 1034 needs to be installed per the landscaping plan (see attached). Proposed ash trees should be replaced with a maple or approved equal.
32. The sidewalk on the south side of Jake Lane from Florence Street to Di Vinci Drive needs to be installed.

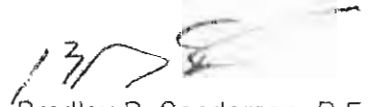
Mr. Jeffery Magnussen
December 3, 2013
Page 4

33. It is our understanding that the remainder of the outstanding sidewalk and parkway trees will be installed as part of the building permit process for each individual lot per the revised Development Agreements.
34. Grading and soil stabilization for the following lots needs to be completed (see attached pictures): Lot 286 and Lots 287 through 291.
35. Any areas disturbed as a result of the punch list work shall be restored accordingly.
36. Punch list items for the four detention basins servicing Unit 1 can be found on the attached pond assessment dated November 18, 2013 by Encap, Inc.

Enclosed is an Engineer's Opinion of Probable Construction Cost of the above referenced punch list items. If you have any questions or require any additional information please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/jam

pc: Ms. Linda Vasquez, Village Clerk
Mr. Mark Schuster, Village Attorney
Mr. Colin Christensen, Superintendent of Public Works
Mr. Dale Engebreston, Village Building Department
Ms. Claudia Marciniak, Sr. Vice President, US Bank