

VILLAGE OF HAMPSHIRE PLANNING & ZONING COMMISSION

Monday, June 28, 2021
7:00 p.m.

Hampshire Village Hall
234 South State Street

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Minutes – N/A
- E. New Business:
 - 1. Public Hearing regarding Petition for Special Use filed by Hampshire Fire Protection District, to allow a fire station to be located in the Tamms Farm Subdivision, in the R-2 Single Family Residential Zoning District in the Village, pursuant to §6-7-2(B) of the Hampshire Municipal Code.
 - 2. Public Hearing regarding Petition for Variance filed by Hampshire Fire Protection District, to reduce the rear yard requirement in the R-2 Single Family Residential Zoning District from forty (40') feet to twenty-eight (28') feet, for construction of a new fire station on Lots 181, 182, and 183 in Tamms Farm Subdivision, pursuant to §6-14-3(F)(11) of the Hampshire Municipal Code.
 - 3. Consideration of authorizing the Chair to report to the Village Board of Trustees the results of this meeting for Items 1-2 above, with appropriate findings of fact and recommendation.
- F. Old Business:
- G. Public Comment
- H. Announcements: Next meeting date – TBD.
- I. Adjournment

The Village of Hampshire is subject to the requirements of the Americans with Disabilities Act of 1990. Any individual with a disability who plans to attend this meeting/public hearing and who may require a certain accommodation in order to allow him/her to observe and/or participate in this meeting is requested to contact the Village Clerk prior to the meeting to discuss such accommodation.

Attendance: Accommodations with adequate distancing will be made for this meeting; and members of the public in attendance will be expected to wear face coverings.

Also, video-conferencing and/or telephone conferencing may be available for the public to participate in /witness the meeting. Anyone who desires to attend by Video-Conference must notify the Village Clerk of such request by e-mail to [Lvasquez @ hampshireil.org](mailto:Lvasquez@hampshireil.org) no later than 24 hours prior to the meeting, so that a link to participate may be sent via e-mail address the day of the meeting, together with a PDF version of exhibits and other documents to be considered at the meeting.

Anyone who desires to attend by Tele-Conference must notify the Village Clerk of such request by e-mail as above or at at 847-683-2181 Ext. 0, no later than 4:30 p.m. the day prior to the meeting, and a telephone number and passcode will be provided.

Anyone who desires to review the application, and/or the exhibits or other documents delivered to the ZBA, may do so on the Village's website; or, in person, by calling the Village Clerk and making appropriate arrangements no later than the day of the meeting.

Public Comment: Comments to the Zoning Board of Appeals, or questions to the applicant, may be submitted prior to the meeting or public hearing by 4:30 the day prior to the meeting date in writing addressed to the Village Clerk, and placed in the drop box at Village Hall or via e-mail to Lvasquez@hampshireil.org. Any written comments so received shall be noted in the minutes of the meeting and/or public hearing, as the case may be.

**VILLAGE OF HAMPSHIRE
PLANNING & ZONING COMMISSION**

**MINUTES
May 24, 2021**

The inaugural meeting of the Hampshire Planning & Zoning Commission was called to order at 7:00 p.m. Members present: Chair B. Mroch, and Commissioners H. Hoffman, R. Friilman, A. Neal, and L. Rapach, in person; and Commissioenr W. Rossetti, via Microsoft Teams. Also present were Village Manager J. Hedges, and Assistant to the Manager, J. Wray, in peson; and Village Attorney Mark Schuster (via Microsoft Teams).

The first order of business was to consider the Petition for Zoning Amendment filed by ECR Acquisitions, LLC to amend the classification of certain property, being a portion of Hampshire Woods Subdivision, situated on the north side of US Highway 20 at Gast Road, from O-M Office Manufacturing Zoning District to M-2 General Industrial Zoning District.

On motion by Hank Hoffman, seconded by Aaron Neal, to combine this matter for purposes of public hearing, with the 2nd Agenda Item, to wit: the Petition for Zoning Amendment filed by ECR Acquisitions, LLC to classify certain property, to wit, a 10.5-acre parcel adjacent to Hampshire Woods Subdivision (designated the "Leone Property"), situated on the north side of US Highway 20 at Gast Road, in the M-2 General Industrial Zoning District, upon its annexation to the Village, the vote was 5 aye, 0 nay. Motion passed.

The Chair then called to order a public hearing on the two matters, at 7:08 p.m. The Village Attorney then administered an oath to the witness for Petitioner (M. Gazzola); and announced that notice of the public hearing had been published in the Daily Herald newspaper on May 3, 2021, and a certificate of publication was on file with the Village Clerk.

Mr. Gazzola then stated that notice of the public hearing had been posted on the property, and mailed to nearby owners, on May 7, 2021. Gazzola then made a presentation regarding the two Petitions, including a short marketing video showing three different options for development of the property. The property is located at Gast Road (its point of access) on the north side of US Highway 20. The owners are hoping to attract a large logistics company to the site, or in the alternative, multiple users, similar to the smaller logistics companies which have recently located in Hampshire Woods Business Park.

No persons signed up to speak at the public hearing in regard to either Petition.

Members of the Planning & Zoning Commission inquired or commented about the following:

a. Mr. Larry Rapach asked why the Owners wished to change the zoning classification from O-M Office Manufacturing Zoning District to M-2 General Industrial Zoning District? Mr. Gazzola responded that the Owners felt it would better fit a logistics company user, and give the Owners a bit more flexibility to attract other types of users as well.

b. Mr. Rossetti asked if the former proposal for a residential subdivision was no longer being considered by the Owners, and would be replaced by this proposal? Gazzola responded that the residential use was no longer being considered.

c. Mr. Rossetti asked if the Hummer Trust property was already annexed to the Village? Gazzola responded that it was in the Village; only the Leone parcel would be annexed at this time.

On motion by Hank Hoffman, seconded by Larry Rapach, to recommend approval of the Petition for Zoning Amendment filed by ECR Acquisitions, LLC to amend the classification of certain property, being a portion of Hampshire Woods Subdivision, situated on the north side of US Highway 20 at Gast Road, from O-M Office Manufacturing Zoning District to M-2 General Industrial Zoning District, the vote was 5 aye, 0 nay. Motion passed.

On motion by Hank Hoffman, and seconded by Aaron Neal, to recommend approval of the Petition for Zoning Amendment filed by ECR Acquisitions, LLC to classify certain property, to wit, a 10.5-acre parcel adjacent to Hampshire Woods Subdivision (designated the "Leone Property"), situated on the north side of US Highway 20 at Gast Road, in the M-2 General Industrial Zoning District, upon its annexation to the Village, the vote was 5 aye, 0 nay. Motion passed.

The next order of business was the Petition of the Village for Zoning Amendment, to allow for off-street parking spaces to be located in front yards, and in side yards adjoining a street, in certain zoning districts, to wit: M-1 Restricted Industrial Zoning District, M-2 General Industrial Zoning District, and M-3 Industrial District, provided no such parking space shall be located within fifteen (15') feet of the front lot line, or applicable side lot line, as the case may be.

Village Manager J. Hedges and Assistant to the Manager J. Wray explained that firms looking to locate in the Village have questioned the existing zoning regulation prohibiting such parking; that the Village surveyed other local municipalities regarding this issue, and found that such parking was generally allowed; and that the Village staff recommended amending the regulations to allow some parking in the indicated yards.

A public hearing was opened at 7:27 p.m.

No persons signed in to speak at the public hearing on this matter. The public hearing was closed at 7:28 p.m.

Commissioners asked about the following:

a. Richard Frillman asked about the Village's survey of other municipalities. Mr. Wray responded that the Village found a range of setbacks required, from 10' to 30'; and suggested using 15' as setback in the Village.

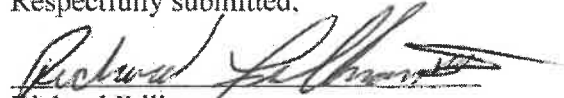
b. W. Rossetti asked about the origin of the rule. Village Attorney Schuster stated that that this regulations was instituted or carried forward in the 1985 Zoning Regulations, and that he could not recall any specific discussion of this particular rule.

On motion made by Hank Hoffman, seconded by Aaron Neal, to recommend approval of the Petition the Village for Zoning Amendment, to allow for off-street parking spaces to be located in front yards, and is side yards adjoining a street, in certain zoning districts, to wit: M-1 Restricted Industrial Zoning District, M-2 General Industrial Zoning District, and M-3 Industrial District, provided no such parking space shall be located within fifteen (15') feet of the front lot line, or applicable side lot line, as the case may be, the vote was 5 aye, 0 nay. Motion passed. .

On motion by Hank Hoffman, seconded by Aaron Neal to authorize the Chair to report on these Agenda Items to the Board of Trustees, the vote was 5 aye, 0 nay. Motion passed.

On motion duly made and seconded, the meeting was adjourned at 7:42 p.m.

Respectfully submitted,



Richard Frillman
Secretary

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Hampshire Fire Protection District has filed the following petitions with the Clerk of the Village of Hampshire, both relating to the property described below:

1. A Petition for Special Use to allow a fire station to be located on the subject property in the Tamms Farm Subdivision, in the R-2 Single Family Residential Zoning District in the Village; and
2. A Petition for Variance to reduce the rear yard requirement in the R-2 Single Family Residential Zoning District from forty (40') feet to twenty-eight (28') feet for the subject property.

The subject property is legally described as follows: Lots 181, 182, and 183 in Tamms Farm Subdivision, being a subdivision of the east half of the Northwest Quarter of Section 14, Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.

PINs 01-14-201-004; 01-14-201-005; and 01-14-201-006
Common Address Big Timber Road at Gast Road, Hampshire, IL

A Public Hearing on the Petition for Special Use and on the Petition for Variance will be conducted by the Village of Hampshire Planning & Zoning Commission on Monday, June 28, 2021, commencing at 7:00 p.m. at the Village Hall, 234 South State Street, Hampshire Illinois. A copy of each Petition is available for review at the Village Hall during regular business hours. The Village Clerk may be contacted by phone, 847-680-2181 Ext. 0, or by e-mail at lvosquez@hampshireill.org.

It is anticipated that provision will be made for members of the Commission, and of the public, to attend the public hearing remotely. If such provision is made, anyone who desires to attend the meeting via video- or tele-conferencing must notify the Village Clerk by phone or e-mail per the information above, with his/her request, no later than 12:00 noon two days prior to the meeting date; and a link to participate will be sent to his/her e-mail address the day of the meeting. In addition, written comment on the Petitions may be submitted in writing to the Village Clerk at Village Hall, 234 S. State Street, Hampshire, or via the e-mail address above, in advance of the meeting date. All interested persons will be given an opportunity to be heard.

s/ Linda Vasquez
Linda Vasquez
Village Clerk

Published In Daily Herald June 10, 2021 (4565058)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**Fox Valley
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Fox Valley DAILY HERALD**. That said **Fox Valley DAILY HERALD** is a secular newspaper, published in Elgin and has been circulated daily in the Village(s) of:

Aurora, Batavia, Burlington, Carpentersville, East Dundee, Elgin,
Elburn, Geneva, Gilberts, Hampshire, Montgomery, North Aurora,
Sleepy Hollow, Saint Charles, South Elgin, Sugar Grove, Wayne,
West Dundee

County(ies) of Kane

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Fox Valley DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 06/10/2021 in said Fox Valley DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Doula Baetz*
Designee of the Publisher and Officer of the Daily Herald

Control # 4565058



Village of Hampshire

234 S. State Street, Hampshire, IL 60140
Phone: 847-683-2181 • www.hampshireil.org

DEVELOPMENT APPLICATION

Case Number: _____

Date Filed: _____

The Undersigned respectfully petitions the Village of Hampshire to review and consider granting the following approval(s) on the land herein described.
(check all that apply)

- Variance
- Special Use Permit
- Rezoning from _____ District to _____ District (ex. M1 to M2)
- Annexation
- Concept Plan Review
- Preliminary Plan Review
- Final Plan Review
- Other Site Plan Review

PART I. APPLICANT INFORMATION

APPLICANT (Please Print or Type)

Name: Hampshire Fire Prot. Dist. Email: therrmann@hampshirefire.org

Address: 202 Washington Ave.

Phone: 847-683-2629

Fax: 847-683-1404

CONTACT PERSON (If different from Applicant)

Name: Kevin Herrmann

Email: _____

Address: _____

Phone: 224 629 0382

Fax: _____

*** IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?**

YES NO Pending approval agreement in place
(If the Applicant is not the owner of the subject property, a written statement from the Owner authorizing the Applicant to file the Development Application must be attached to this application)

*** IS THE APPLICANT AND/OR OWNER A TRUSTEE/BENEFICIARY OF A LAND TRUST?**

YES NO
(If the Applicant and/or owner of the subject property is a Trustee of a land trust or beneficiary(ies) of a land trust, a Disclosure Statement identifying each beneficiary of such land trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto).

PART II. PROPERTY INFORMATION

Address: Town's Property lots 181-183

Parcel Number(s): 01-14-201-004, 01-14-201-005, 01-14-201-006

Total Area (acres): 1.00 ACRES

Legal Description: must be attached to this application

The property is located in which FIRE PROTECTION DISTRICT? Hampshire

The property is located in which PARK DISTRICT? Hampshire

The property is located in which SCHOOL DISTRICT? Dist. 300

The property is located in which LIBRARY DISTRICT? Hampshire

The property is located in which TOWNSHIP ROAD DISTRICT? Hampshire

Current Zoning: R2

Proposed Zoning/Variance:

FIRE STATION IS AN ALLOWABLE SPECIAL USE IN R2. REQUIRED YARDS ARE:

10'-0" SIDE, 30'-0" FRONT, & 40'-0" REAR. (FOR MEAN LEVEL HEIGHT @ GABLE

OF 30'-0"). WE ARE REQUESTING PROPOSED VARIANCE FOR REAR YARD OF 28'-0"

Recommended Land Use: LARGE LOT RESIDENTIAL TO ACCOMMODATE COVERED PATIO &
(As described in the Hampshire Comprehensive Plan) APPARATUS BAY.

Proposed Land Use: FIRE STATION

Name of Proposed Development: HAMPSHIRE FIRE PROTECTION DISTRICT STATION #2

PART III. REQUIRED DOCUMENTATION

From chart on next page

- Signed copy of the Development Application.
- Developer's Agreement (Attachment A)
- Deposit \$ Waived per Lori Lyons
(see Village Ordinances and Requirements below)
- Proof of Ownership or Option
- Legal Description of Property – Plat of Survey LEGAL DESCRIPTION & TAMMS FARM PLAT ARE INCLUDED, PLAT OF SURVEY FOR FIRE STATION LOTS TO FOLLOW
- List of property owners within 250 ft with parcel numbers (Attachment B)
(see Attachment C for an example notification letter)
- Concept Plan
- Preliminary Plan (3 copies)
- Final Plan
- Site Plan
- Landscape Plan: Preliminary or Final
- Architectural Elevations
- Petition for Annexation
- Plat of Annexation
- Stormwater Permit Application or Report
- Soil Conservation District Land Use Opinion
- Tree Preservation and Removal Plan
- Other _____

Needed documentation may vary depending on the specific circumstances of the application. Therefore, staff may require additional documentation after initial review (e.g., fiscal impact study, endangered species report, wetland report etc.).

I, Tina Hermann, hereby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.

Tina Hermann
Signature

6/3/21
Date

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is made effective and entered into as of the date the second of the two parties signs this Contract (the "Effective Date"), by and between **HAMPSHIRE EAST LLC**, an Illinois limited liability company (the "Seller"), and **HAMPSHIRE FIRE PROTECTION DISTRICT**, an Illinois fire protection district, ("Purchaser"), on the following terms and conditions:

1. PROPERTY. Seller agrees to sell and Purchaser agrees to buy certain real estate legally described on **Exhibit A** attached hereto and made a part hereof (the "Property").

2. PURCHASE PRICE. The purchase price for the Property shall be \$75,000.00 (the "Purchase Price").

3. EARNEST MONEY. On the Effective Date, \$2,000.00 (the "Earnest Money") shall be deposited with Chicago Title Insurance Company (the "Title Company") as escrowee, to be held in an account bearing interest for the benefit of Purchaser and pursuant to a strict joint order escrow (the "Escrow"). Except as expressly provided for herein, the Earnest Money shall be non-refundable to Purchaser from and after the expiration of the Feasibility Period.

4. SURVEY, TITLE MATTERS AND TRANSFER TAXES.

A. Survey. If Purchaser chooses to obtain a survey, it may do so at its expense provided it delivers a copy of such survey to Seller within 10 days of its receipt.

B. Title Insurance. Not more than 20 days after the Effective Date, Seller, at its own expense, shall deliver or cause to be delivered to Purchaser a commitment (the "Commitment") for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price, covering title to the Property on or after the Effective Date and showing title in Seller. Seller shall deliver, along with the Commitment, copies of all documents evidencing the title exceptions referenced in the Commitment.

(i) Permitted Exceptions. Within 30 days after Purchaser is in receipt of the Commitment, Purchaser shall notify Seller of those exceptions to title reflected on the Commitment or on any survey obtained by Purchaser which are unacceptable to Purchaser (in the absence of notice, all matters of title and survey shall be deemed acceptable). Matters of title and survey acceptable to Purchaser along with title exceptions arising out of acts or deeds of Purchaser shall be deemed permitted (the "Permitted Exceptions").

(ii) Unpermitted Exceptions. If Purchaser notifies Seller or Seller's attorney within 30 days after the delivery of the Commitment that the Commitment contains unpermitted exceptions or that there exist survey matters that, in Purchaser's sole opinion, might impair Purchaser's proposed use of the Property, Seller shall have 30 days from the date of Purchaser's notice to have any unpermitted exceptions insured over or otherwise removed from the Commitment and to correct such survey

defects. Should the giving of such notice extend the time for Seller to respond beyond the Closing Date, the Closing Date shall be extended 14 days after the expiration of the referenced 30-day period. If Seller does not or chooses not to have the exceptions removed or does not correct survey defects within the specified time, Purchaser may elect, by written notice to Seller delivered within 10 days after the expiration of the 30-day period, to terminate this Contract and immediately receive a return of the Earnest Money. If Purchaser does not so elect, such exceptions and matters of survey shall be deemed Permitted Exceptions and this Contract shall remain in full force and effect, subject to all other terms and conditions hereof. Purchaser hereby agrees that Seller need not remove mortgages or trust deeds of a definite or ascertainable amount constituting unpermitted exceptions until the Closing, provided that the Purchase Price due at the Closing is sufficient to remove said encumbrances and such funds are in fact utilized to remove such encumbrances from title to the Property.

C. Transfer Taxes. Seller shall pay the amount of any stamp tax imposed by State law or by any county on the transfer of title, and shall furnish at the Closing a completed Real Estate Transfer Declaration. Seller shall furnish any other declaration, signed by Seller or Seller's agent, in order to meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance, if any, shall be paid by the party designated in the ordinance and if no party is so designated, then equally by the parties.

5. ACCESS. On or after the Effective Date, Purchaser and its representatives may, from time to time, enter upon the Property for the purposes of inspecting the same, making surveys, maps, or contour studies, performing test borings, soil tests and/or examinations, toxicity tests, and environmental audits and conducting other engineering studies, and for all other reasonable purposes. Seller agrees to cooperate with Purchaser in the conduct of its investigations. All such investigations and studies are to be at Purchaser's sole cost and expense. Said right of entry is upon the express condition that Purchaser shall not suffer or permit any mechanics' liens to attach to the Property. After completing its investigations of the Property, Purchaser will repair any damage to the Property caused by its acts and leave the Property in substantially the condition in which it existed on the Effective Date. Notwithstanding anything to the contrary herein, Purchaser shall not perform any intrusive testing without prior notice to Seller describing such testing and location thereof and obtaining Seller's approval of such testing, which approval may be withheld in Seller's sole discretion. Purchaser shall indemnify, save and hold Seller harmless from and against any claim of loss or damage made by any third party arising from the entry onto the Property by Purchaser, its employees, representatives, or agents. However, the foregoing indemnity and hold harmless obligations do not apply to (i) any loss, liability cost or expense arising from or related to the acts or omissions of Seller, or its agents or consultants, (ii) any diminution in value in the Property arising from or relating to matters discovered by Purchaser during its investigation of the Property, (iii) any latent defects in the Property discovered by Purchaser, or (iv) the release or spread of any substance which is classified or regulated by any government agency as being hazardous or having the potential of adversely affecting the environment and which is discovered (but not deposited) on or under the Property by Purchaser. As a condition to its entry onto the Property, Purchaser shall maintain the insurance coverages specified on Exhibit B attached hereto.

6. CONTINGENCIES. This Contract is expressly contingent upon Purchaser's determination within 90 days after the Effective Date (the "Feasibility Period") that the results of all soil tests, borings, environmental studies, engineering studies, architectural studies, and any other tests, evaluations or studies that Purchaser conducts, confirm, in Purchaser's sole judgment, that the Property is feasible for Purchaser to develop and is satisfactory for Purchaser's intended uses. This Contract shall terminate at Purchaser's option if Purchaser gives notice to Seller within the Feasibility Period that the Property, for any reason, is not satisfactory for Purchaser's intended uses. If such notice is given, the Earnest Money, and all interest accrued thereon, shall be immediately returned to Purchaser, and the parties shall have no further liabilities or obligations with respect to each other except those obligations, which by the terms of this Contract, expressly survive termination. Failure of Purchaser to give such notice shall be deemed a waiver of this contingency, and this Contract shall remain in full force and effect, subject to all other contingencies hereinafter set forth.

7. DEVELOPMENT AGREEMENTS. The Property may be subject to certain development and/or annexation agreements (the "Development Agreements") with the Village of Hampshire (the "Village"). Seller expressly will retain (i) all rights and obligations under the Development Agreements that apply to real estate other than the Property; and (ii) the rights of Seller rights and the rights of Hampshire West LLC in all recaptures, repayments or other obligations the Village may have to pay or reimburse Seller and Hampshire West LLC, including all infrastructure recaptures and sewer and water credits. The provisions of this Section 7 shall survive Closing.

8. TITLE. Seller hereby agrees to convey or cause to be conveyed to Purchaser or its nominee on the Closing Date, title to the Property by a recordable Special Warranty Deed, subject only to the matters set forth herein including but not limited to the rights and obligations set forth herein with regard to the Development Agreements and the Permitted Exceptions. On the Closing Date, Seller shall supply Purchaser with a title insurance policy in the full amount of the Purchase Price conforming to the Commitment described herein, subject only to the Permitted Exceptions (extended coverage over survey matters will only be available to the extent Purchaser's survey satisfies Title Company conditions for the coverage).

9. CLOSING. Subject to the satisfaction or waiver of all contingencies set forth herein, closing (the "Closing") shall take place 30 days following expiration of the Feasibility Period, or such earlier date as Purchaser may designate upon 30 days prior notice to Seller (the "Closing Date"), through a customary Deed and Money Escrow. The cost of the escrow shall be divided equally between Seller and Purchaser. The Purchase Price, less all Earnest Money deposits and plus or minus prorations, shall be paid at Closing. The Property is currently subject to a farm lease for which notice of termination has been served and such notice will be included on the list of documents provided to Purchaser and **Exhibit C – The Reports**. Possession of the Property shall be delivered at Closing.

10. PRORATIONS. General real estate taxes shall be adjusted ratably as of the time of Closing. The adjustment thereof shall be on the basis of 105% the most recent ascertainable taxes. The parties shall reprorate the taxes as soon as the actual bill(s) becomes available.

11. CONDEMNATION. If prior to Closing hereunder there shall be any condemnation proceeding or eminent domain proceeding against any portion of the Property, or, in the event any notice of such is received by Seller, Seller shall so notify Purchaser and Purchaser may, in its sole discretion: (i) terminate this Contract and the Earnest Money and all interest accrued thereon shall be returned to Purchaser; or (ii) proceed with this Contract as provided hereunder and remain bound to all provisions of this Contract. If Purchaser closes this transaction as provided herein, all awards or settlements under such proceeding shall, upon conveyance of the Property, be paid to Purchaser and become the property of Purchaser.

12. AFFIRMATIVE COVENANTS OF SELLER.

A. Maintenance of the Property. Seller shall, at Seller's sole cost and expense, from and after the Effective Date, maintain the Property free from waste and neglect and shall keep the Property in full compliance with all applicable federal, state, county and municipal laws, ordinances, regulations, orders and directives.

B. Encumbrances Affecting the Property. Seller shall not sell, encumber or permit the existence of an encumbrance (unless such encumbrance, when combined with any existing mortgage or trust deed, does not exceed the portion of the Purchase Price to be paid at Closing) or grant any record interest in the Property.

C. Seller's Delivery of Materials. Seller shall deliver to Purchaser not later than 10 days after the Effective Date, the documents related to the Property listed on Exhibit C attached hereto, such documents being those documents created within the past three years which are in Seller's possession and which Seller believes are reasonably related to Purchaser's investigation and evaluation of the Property (the "Reports"). At Closing, Seller shall assign, without warranty and to the extent assignable, such interest as it may have in the reports and shall execute such reasonable documentation in that regard as may be provided by Purchaser.

13. REPRESENTATIONS AND WARRANTIES. In order to induce Purchaser to enter into this Contract and knowing that Purchaser will rely thereon, Seller makes the following representations and warranties:

A. Possession and Use of the Property. That as of the Effective Date, there are no persons in possession or occupancy of the Property or any part thereof other than a farm tenant whose lease will be terminated prior to closing.

B. Authorization. Seller has full capacity, right, power and authority to execute, deliver and perform this Contract and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Contract and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. The transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any

indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

C. Litigation. There are no claims, causes of action or other litigation or proceedings pending or, to the best of Seller's knowledge, threatened in respect to the ownership, operation or environmental condition of the Property or any part thereof.

D. Violations. To the best of Seller's knowledge, there are no violations of any health, safety, zoning or other laws, ordinances, rules or regulations with respect to the Property, which have not been heretofore entirely corrected.

E. Condemnation. To the best of Seller's knowledge there is no pending, contemplated, threatened or anticipated (i) condemnation of any part of the Property, (ii) widening, change of grade or limitation on use of streets, roads or highways abutting the Property, or (iii) change in the zoning classification of the Property.

F. Environmental Matters. To the best of Seller's knowledge, no Hazardous or Toxic Material (as hereinafter defined) exists on or under the surface of the Property. To the best of Seller's knowledge, there are no pending or anticipated suits, actions, investigations, proceedings, liens, or notices from any governmental or quasi-governmental agency with respect to the Environmental Laws (as hereinafter defined). For purposes of this Contract, the term "Hazardous or Toxic Material" shall be defined to include: (i) asbestos or any material composed of or containing asbestos in any form and in any type, or (ii) any hazardous, toxic or dangerous waste, contaminant, pollutant, substance, material, smoke, gas, or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response Compensation and Liability Act, as amended, and any law commonly referred to as of the date hereof as "Superfund" or "Superlien" or any successor to such laws, or any other Federal, state, or local environmental, health or safety statute, ordinance, code, rule, regulation, order, or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, gas, or particulate matter as now or at any time hereinafter in effect (collectively, the "Environmental Laws"). Seller has disclosed to Purchaser that the Property has been actively farmed and that in the course of being farmed chemicals of an agricultural nature such as insecticide fertilizer and nutrients have been applied to the soil and the crops growing on the Property.

All references in this Contract to "Seller's knowledge" or words of similar import shall refer only to the current, actual knowledge of Christopher Naatz and Daniel Olsem ("Seller's Knowledge Individuals"), and shall not be construed to refer to the knowledge of any other member, partner, officer, agent or employee of Seller or any affiliate thereof or to impose or have imposed upon Seller's Knowledge Individuals or Seller any duty to investigate the matters as to which such knowledge, or the absence thereof, pertains, including, but not limited to, the contents of the files, documents and materials made available to or disclosed to Purchaser. There shall be no personal liability on the part of Seller's Knowledge Individuals arising out of any representations or warranties made herein. If prior to Closing, Seller or Purchaser learns or believes that any of the foregoing representations or warranties cannot be remade or may not be able to be remade as of the

scheduled Closing date, it shall notify the other party within 5 days of learning of such facts. Seller's inability to remake the above representations and warranties as of the Closing Date shall not be deemed an event of default by Seller, but the Purchaser may elect in writing within 5 business days of Seller's notice, to terminate this Contract and upon such termination, the Earnest Money shall be returned to Purchaser, and the parties shall have no further rights or obligations under the Contract other than those that, by terms of this Contract, survive termination. If Purchaser does not so elect, Seller's representations and warranties shall be modified accordingly and this Contract shall remain in full force and effect, subject to all other terms and conditions hereof.

14. FIRPTA. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is, therefore, exempt from the withholding requirements of said Section. Seller shall furnish Purchaser at Closing the Exemption Certification described in said Section of the Code.

15. DEFAULT.

A. If Purchaser defaults in the full and timely performance of any of its obligations hereunder, and such default continues for a period of 5 days after Purchaser's receipt of written notice of such default from Seller, then Seller shall be entitled to, as its sole and exclusive remedy under this Contract, terminate this Contract by written notice to Purchaser and receive and retain the Earnest Money deposited hereunder as liquidated damages, the parties agreeing that in the event of a default hereunder, actual damages would be impossible to calculate.

B. If Seller defaults in the full and timely performance of any of its obligations hereunder and such breach or default continues for a period of 5 days after Seller's receipt of written notice from Purchaser, Purchaser may, as its sole and exclusive remedy under this Contract (the parties agreeing that in the event of a default hereunder, actual damages would be impossible to calculate): (i) terminate this Contract by written notice to Seller and upon such notice this Contract shall terminate, the Earnest Money shall be disbursed to Purchaser and the parties shall have no further obligations hereunder, except those provisions that expressly survive the termination of this Contract; or (ii) seek specific performance of this Contract. Purchaser's right to specific performance shall terminate unless an action is brought for same within 90 days of the date of Seller's default.

16. MISCELLANEOUS.

A. Time is of the essence of this Contract.

B. All notices required herein shall be in writing and shall be deemed properly served if delivered in person, sent by commercial overnight air courier or by email (provided that within 1 day following such email, a duplicate copy of such notice is placed with a commercial overnight courier for delivery to the party so notified). Notices shall be sent to the following or to such other or additional parties and addresses as either Seller or Purchaser may subsequently designate by notice:

If to Purchaser:

**Chief Trevor Herrmann
Hampshire Fire Protection District
202 Washington Street
P.O. Box 245
Hampshire, IL 60140
Telephone: (224) 629-0382
Email: therrmann@hampshirefire.org**

With Copies to:

**William R. Thomas
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
8 S. Main Street, Suite C
Elburn, IL 60119
Telephone: (630) 365-6441
Email: wthomas@ottosenlaw.com**

If to Seller:

**c/o Crown Community Development
1751 A West Diehl Road
Naperville, IL 60563
Attn.: Chris Naatz
Telephone: (630) 851-5490
Email: cnaatz@crown-chicago.com**

With Copies to:

**Gould & Ratner LLP
222 North LaSalle Street
Suite 300
Chicago, Illinois 60601
Attn: Philip Picuch
Telephone: 312-236-3003
Email: ppicuch@gouldratner.com**

All notices properly given as aforesaid shall be deemed to be received by the addressee on the date of delivery if delivered in person, the date of transmission if sent by email, or 1 day after deposit if sent by air courier. Notice may be given by counsel for either party.

C. Each party hereby represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Each party agrees to indemnify and hold the other party harmless from any breach by it of the foregoing representation. This representation shall survive Closing.

D. All terms and covenants herein contained shall extend to and be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto.

E. Any indemnification contained herein and any other provisions of this Contract which by their nature cannot or will not be performed as of Closing shall survive and shall not merge into the transfer of documents to be delivered hereunder.

F. This Contract shall be construed and enforced in accordance with the laws of the State of Illinois.

G. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused directly or indirectly by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), public health crisis, insurrections, riots, civil commotions, labor disturbances, labor or material shortages, acts of God or acts, omissions or delays in acting by any governmental authority (any of the foregoing, a "Force Majeure Event." Any date for exercise of a right (such as a right of termination) or a date for performance of an obligation shall be extended one day for each day a Force Majeure Event exists.

H. In any action to enforce the provisions of this Contract, the materially prevailing party shall be reimbursed by the non-prevailing party for all costs, charges and expenses related to the enforcement of the Contract, including court costs and reasonable attorneys' fees, incurred by the prevailing party.

I. Purchaser shall not record this Contract or a memorandum of this Contract against the Property.

J. For purposes of this Contract and the rights of the parties to enforce it, a facsimile or pdf/email transmission of a signature shall have the same force and effect as an original signature.

K. When a date for performance or expiration of a time period or contingency expires on a Saturday, Sunday, or legal or bank holiday, the day for performance or the expiration date shall be deemed to be the next business day.

L. This Contract may be executed in counterparts, each of which shall be deemed an original, and all so executed shall constitute one and the same agreement.

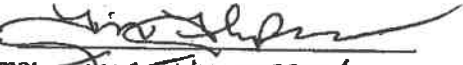
REMAINDER OF PAGE IS BLANK

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

PURCHASER:

HAMPSHIRE FIRE PROTECTION DISTRICT,
an Illinois fire protection district

By: 
Name: TIM THOMPSON
Its: PRESIDENT HFPD

Date of Execution: 4/28/21

SELLER:

HAMPSHIRE EAST LLC, an Illinois limited liability company

By: _____

Its: Authorized Representative

Date of Execution: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 181, 182 and 183 in the Tamms Farm Subdivision, being a subdivision of the east half of the northwest quarter and the northeast quarter of Section 14, Township 42 North, Range 6 East of the Third Principal Meridian in the Village of Hampshire, Kane County, Illinois.

EXHIBIT C

THE REPORTS

1. Plat of Subdivision for the Tamms Farm Subdivision
2. Notice of Farm Lease Termination
3. ALTA Survey (Manhard Consulting Ltd., last rev 7/1/2004)
4. Topographic Survey (Manhard Consulting Ltd., last rev 4/27/2001)
5. Soils Report (Louis T Hooper, 2000)
6. Wetland Report (Manhard Consulting, 5/11/2001)
7. Wetland Report (Tierra Ecological Consulting, 3/10/2005)
8. Flood Plain Maps (IDNR Letter 4/17/2002)
9. Drain Tile Survey (Hey and Associates, Inc., 8/19/2004)
10. Tree Survey (Manhard Consulting, 8/4/2009)
11. Phase 1 Environmental Site Assessment Report (Gemini Geotechnical Associates, Inc. 12/21/2000)
12. Phase 2 Environmental Site Assessment Report (Gemini Geotechnical Associates, Inc. 2/28/2001)
13. Supplemental Site Investigation Report (Gemini Geotechnical Associates, Inc. 6/29/2001)
14. Environmental Field Investigation Report (Gemini Geotechnical Associates, Inc. 6/11/2004)
15. Phase 2 Supplemental Environmental Site Assessment Report (Gemini Geotechnical Associates, Inc. 7/6/2004)
16. Focused Site Investigation Report (Gemini Geotechnical Associates, Inc. 8/8/2005)
17. Site Remediation Program/Technical Reports (IEPA Letter, 12/20/05)
18. Phase 1 Environmental Site Assessment Report (Terracon 1/4/2006)
19. Remediation Objectives Report and Remedial Action Plan (Gemini Geotechnical Associates, Inc. 4/7/2006)
20. Remediation Objectives Report – Tier 1 or 2 and Remedial Action Plan (Gemini Geotechnical Associates, Inc. 4/11/2006)
21. Remedial Action Completion Report (Gemini Geotechnical Associates, Inc. 4/9/2007)
22. Environmental No Further Remediation Letter (IEPA Letter, recorded 8/17/2007) Record #2007KO85859
23. Archeological Signoff (IHPA, 7/13/2001)
24. Endangered Species Signoff (IDNR 3/16/2004)
25. Traffic Report (Metro 7/24/2002)
26. Annexation Agreement (4/14/2005) Including Amendments 1 through 5
27. Final Plat of Tamms Farm Subdivision (Manhard Consulting Ltd., last rev 7/5/2007) Record #2007KO80305

28. Proposed Improvements for Tamms Farm Subdivision (Manhard Consulting Ltd., last rev 6/8/2007)
29. Landscape Plans (Allen Kracower, 4/4/2005 & 8/19/2005)
30. Kane County Division of Transportation Permit (KDOT 5/21/2007)
31. Comed Agreement (3/3/2006 & 8/24/2006)
32. Comed Public Utility Easement (Manhard Consulting Ltd.)
33. Nicor Public Utility Easement

4835-4529-8401, v. 6

Attachment B
VILLAGE OF HAMPSHIRE
AFFIDAVIT OF NOTIFICATION

To: Village of Hampshire 234 S. State Street Hampshire, IL 60140

From: Hampshire Fire Protection District

Date: 5/12/21

The undersigned, being sworn upon his oath, deposes and says that the list below includes the names and address of all owners of property adjacent or within two hundred-fifty (250') feet of the property referred to in the Petition Hampshire Fire Prot. Dist. Station 2

The property is located at East Road Trains Farm lots 181 182 183

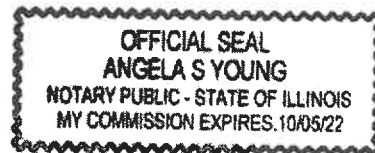
PROPERTY INDEX #	PROPERTY OWNER	ADDRESS
<u>0114 201 002</u>	<u>Dist. 300 (HHS)</u>	<u>1600 Big Timber Rd</u>
<u>0114 201 003</u>	<u>Village Hampshire</u>	<u>Water Tower (East Rd.)</u>
<u>See attached for</u>	<u>Hampshire East, LLC</u>	<u>1715A W. Diehl Rd, Naperville, IL</u>
<u>Complete list</u>		

NOTIFY BY CERTIFIED MAIL- COPIES

Attached additional sheets, if necessary.

By: [Signature]

Subscribed and sworn before me this 19 day of May 2021
[Signature]



Property Index #	Property Owner	Address
01-14-201-003	Village of Hampshire	PO Box 457 Hampshire, IL 60140-0457
01-14-201-002	Community Unit School District 300	2550 Harnish Drive
01-14-251-025	2550 Harnish Dr Algonquin IL 60102-6870	Algonquin, IL 60102-6870
01-14-127-011	Hampshire East, LLC	1715A W Diehl Road
01-14-127-012		Naperville IL 60563
01-14-127-013		
01-14-127-024		
01-14-127-025		
01-14-127-026		
01-14-150-013		
01-14-150-014		
01-14-150-015		
01-14-150-023		
01-14-150-024		
01-14-150-025		
01-14-177-010		
01-14-177-011		
01-14-201-007		
01-14-251-001		
01-14-251-002		
01-14-251-003		



Hampshire Fire Protection District

202 Washington Avenue • Hampshire • IL • 60140-245

(847) 683-2629 • (847) 683-1404 fax

Trevor Herrmann - Fire Chief therrmann@hampshirefire.org
Eric Larson - Deputy Fire Chief elarson@hampshirefire.org

Dear Neighbor,

The Hampshire Fire Protection District has submitted an application to the Village of Hampshire for a special use permit to allow a fire station to be built on the property located on the Tamms Property, lots 181, 182, and 183 which is south of the water tower and is on Gast Road.

A copy of the site plan is enclosed for your information.

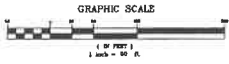
The Village of Hampshire is currently reviewing our application material, including the site plan. If you have any concerns or questions about the proposed development of the property, you are encouraged to call Fire Chief Trevor Herrmann at 847-683-2629. You will have an opportunity to comment about the proposed development at the Hampshire Plan Commission/Zoning Board of Appeals meeting scheduled for Monday June 28th, at 7:00 p.m.

Sincerely,
Trevor Herrmann

Trevor Herrmann CFO
Fire Chief



Smoke detectors save lives.



2007K080305
 SANDY WEDMAN
 RECORDS - KANE COUNTY, IL
 RECORDED NUMBER 118 PM
 REC. FEE: \$48.00 REC. PER. \$20.00
 PAGE 1

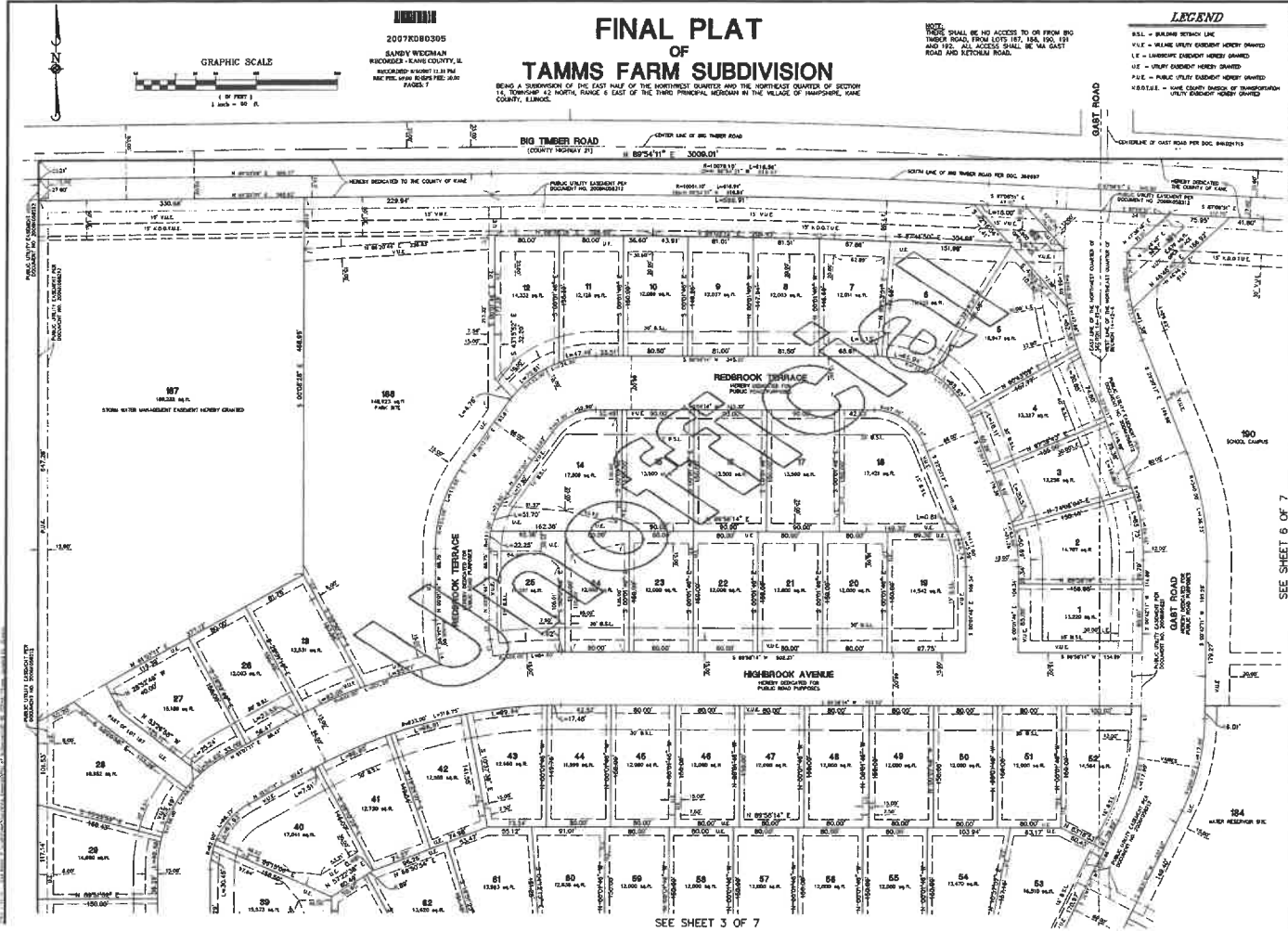
FINAL PLAT OF TAMMS FARM SUBDIVISION

BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

NOTES:
 1. THERE SHALL BE NO ACCESS TO OR FROM BIG
 TIMBER ROAD FROM LOTS 187, 188, 189, 193
 AND 194. ALL ACCESS SHALL BE VIA EAST
 ROAD AND SEFTONIA ROAD.

LEGEND

- B.S.L. - BULKHEAD SETBACK LINE
- P.L. - PUBLIC UTILITY EASEMENT HEREBY GRANTED
- L.E. - LANDSCAPE EASEMENT HEREBY GRANTED
- U.E. - UTILITY EASEMENT HEREBY GRANTED
- P.U.E. - PUBLIC UTILITY EASEMENT HEREBY GRANTED
- W.E.T.S.L. - WIDE TURN EASEMENT OF TRANSFORMATION
- V.E.H.T. - VEHICULAR EASEMENT HEREBY GRANTED



SEE SHEET 3 OF 7



SEE SHEET 6 OF 7
 TAMMS FARM SUBDIVISION
 VILLAGE OF HAMPSHIRE, ILLINOIS
 FINAL PLAT OF SUBDIVISION

2-7

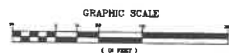
FINAL PLAT OF TAMMS FARM SUBDIVISION

BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF HAMPSHIRE, ILLINOIS.

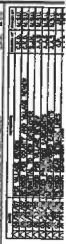
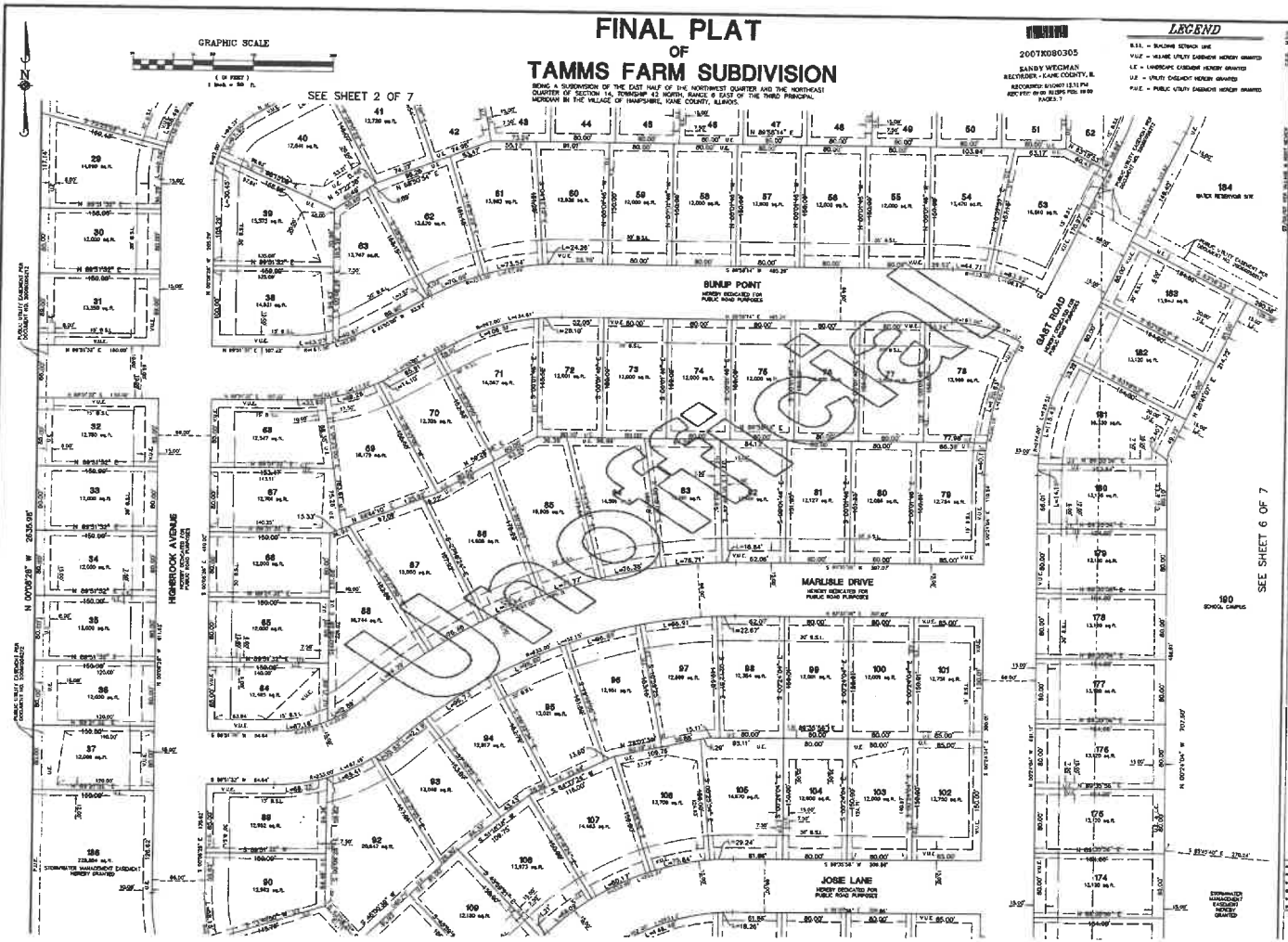
2007R080305
SANDY WEGMAN
RECORDING - ILLINOIS COUNTY, IL
RECORDED NUMBER 151194
DATE FOR THIS PLAT FILE IN 89
PAGE 1

LEGEND

---	BOUNDARY SURVEY LINE
---	RESERVE DRIVE EASEMENT GRANTED
---	LANDSCAPE EASEMENT GRANTED
---	UTILITY EASEMENT GRANTED
---	PUBLIC UTILITY EASEMENT GRANTED



SEE SHEET 2 OF 7



Manhard CONSULTING

TAMMS FARM SUBDIVISION
VILLAGE OF HAMPSHIRE, ILLINOIS
FINAL PLAT OF SUBDIVISION

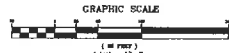
FINAL PLAT OF TAMMS FARM SUBDIVISION

BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 14,
TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HAMPSHIRE, ILLINOIS.

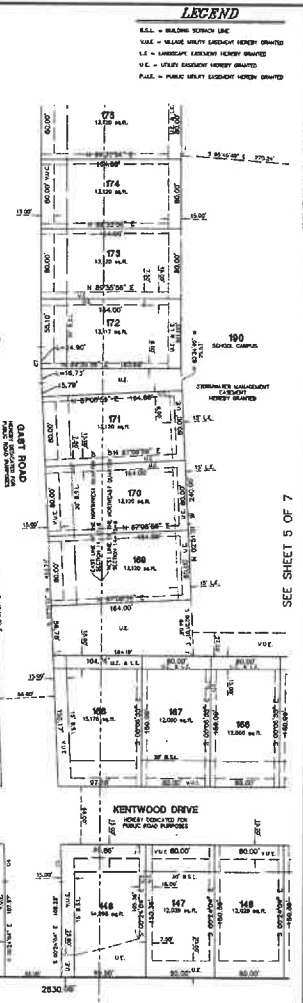
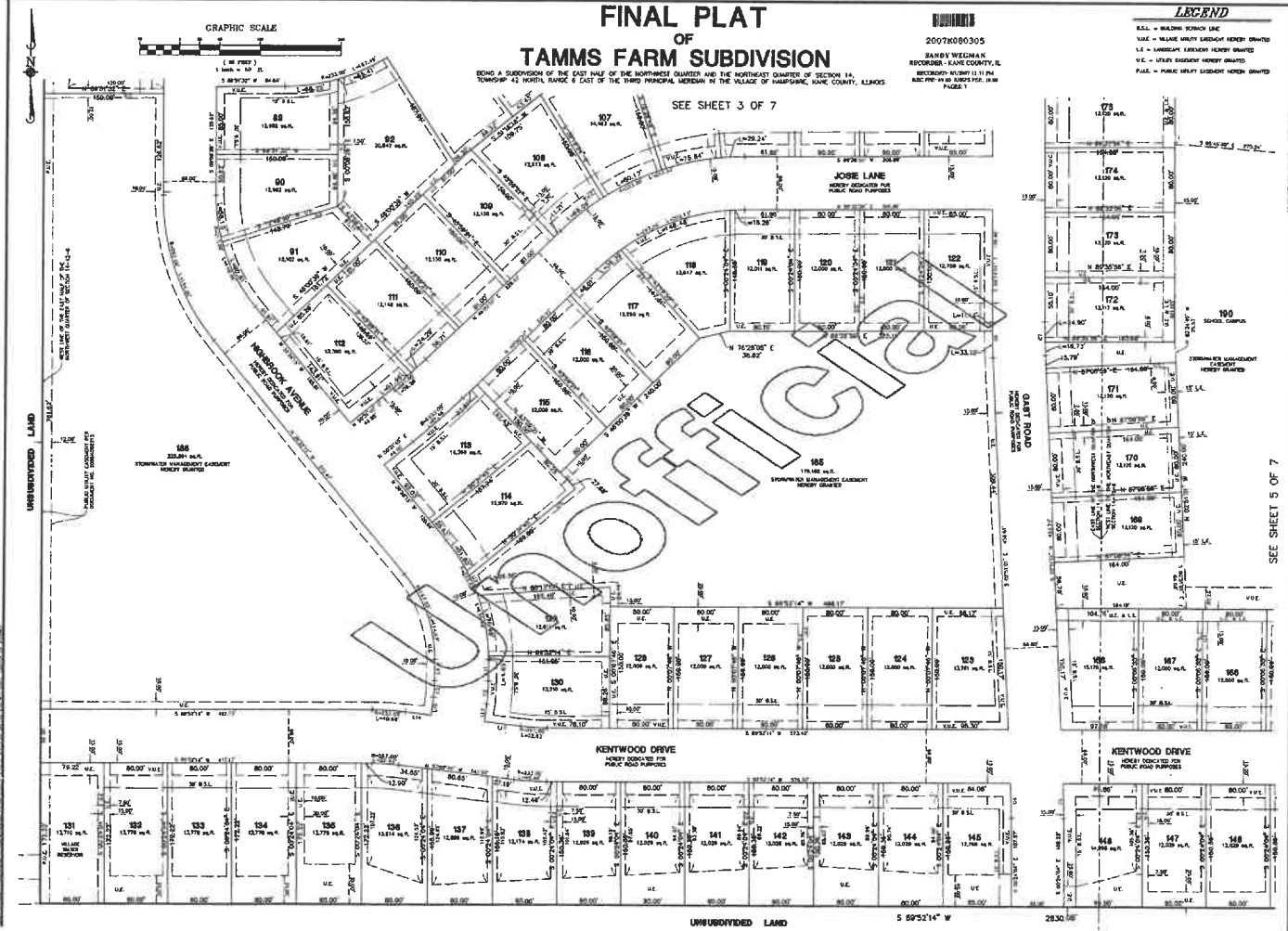
2007K080305
SANDY WEDMAK
RECORDS - ILLINOIS COUNTY, IL
RECORDING NUMBER 131194
REC. FEE \$1.00, \$0.00 PER PAGE, \$1.00 PER PAGE

LEGEND

- ELL = ELLIOTT SERVICE INC.
- VEE = VILLAGE VEGETATION SERVICE INC.
- LS = LANDSCAPE ARCHITECTURE SERVICE INC.
- VE = VILLAGE ENGINEERING SERVICE INC.
- PAE = PUBLIC SAFETY ENGINEERING SERVICE INC.



SEE SHEET 3 OF 7



SEE SHEET 5 OF 7

UNSUBDIVIDED LAND

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2830.00'

4 of 7

Manhard CONSULTING LTD.

TAMMS FARM SUBDIVISION
VILLAGE OF HAMPSHIRE, ILLINOIS
FINAL PLAT OF SUBDIVISION

FINAL PLAT

OF TAMMS FARM SUBDIVISION

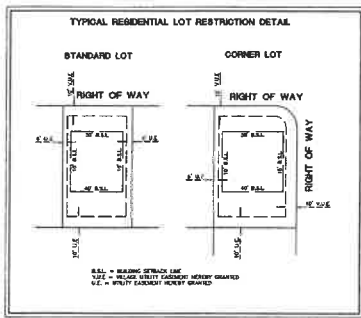
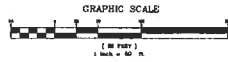
BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTH-EAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HAMPSHIRE, HANE COUNTY, ILLINOIS.



2007R080305

SANDY WECMAN
REGISTERED LAND SURVEYOR
RECORDER'S BOOK 12 31 PM
REVISED 4/18/08 SHEET 6 OF 7

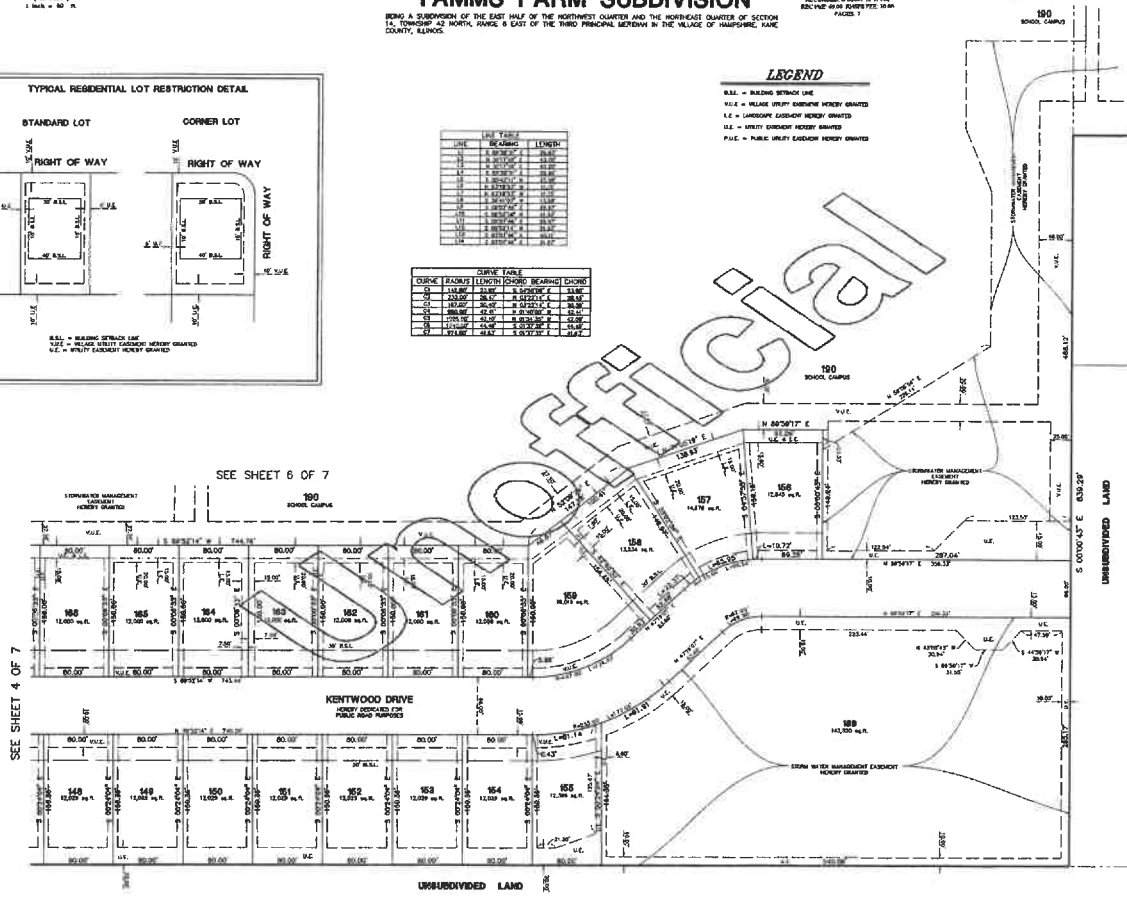
SEE SHEET 6 OF 7



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CURVE TABLE

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Manhard CONSULTING LTD.

TAMMS FARM SUBDIVISION
VILLAGE OF HAMPSHIRE, ILLINOIS
FINAL PLAT OF SUBDIVISION

5 of 7

SEE SHEET 2 OF 7

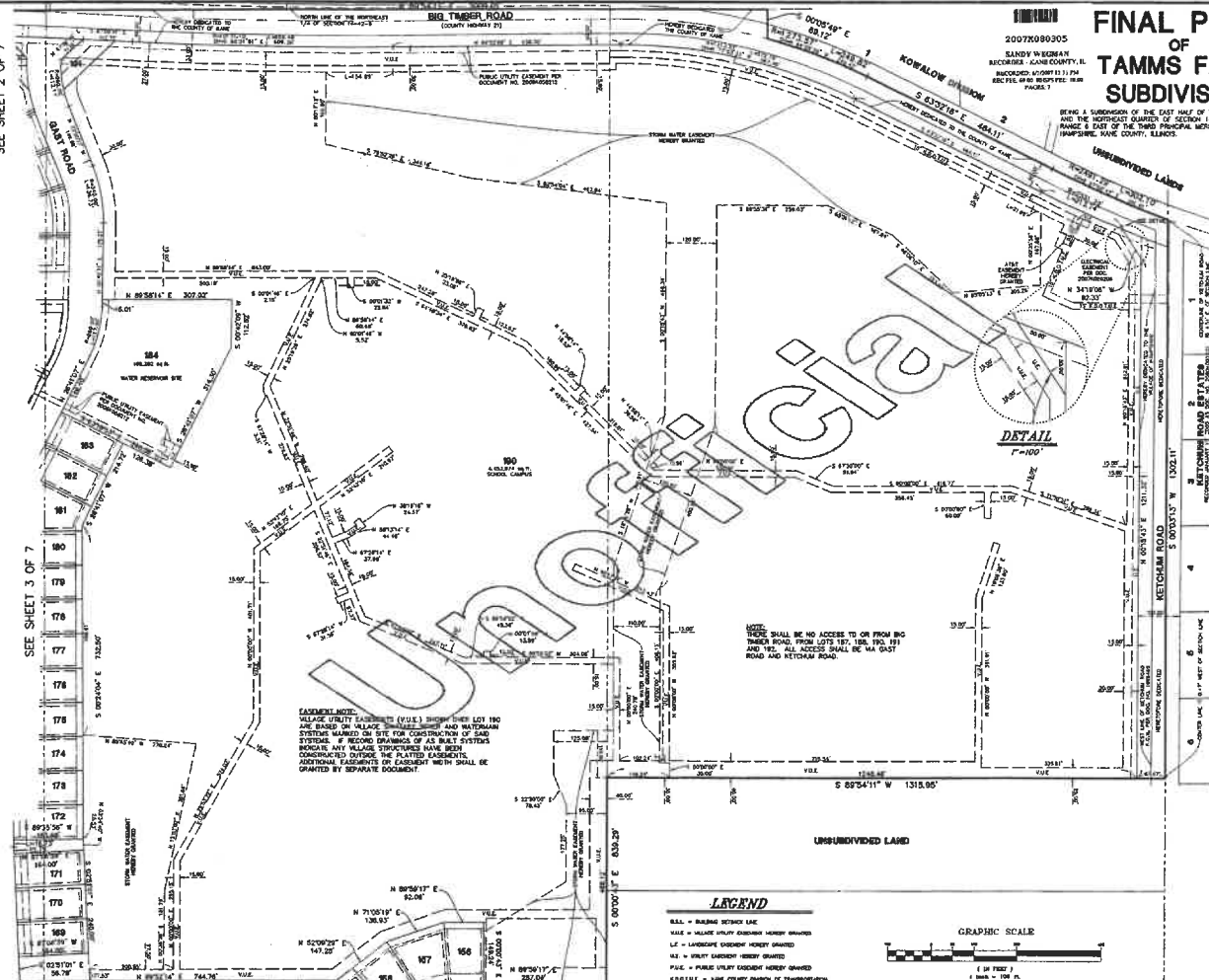
SEE SHEET 3 OF 7

SEE SHEET 4 OF 7

FINAL PLAT OF TAMMS FARM SUBDIVISION

2007090305
SANDY W. KERNAN
REGISTERED SURVEYOR, ILL.
RECORDED 4/2/08 11:11 AM
SECTION 14, TOWNSHIP 43 NORTH,
RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF HAMPSHIRE, ILLINOIS

BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 43 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE COUNTY OF HAMPSHIRE, ILLINOIS.

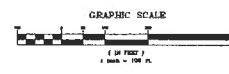


Unofficial

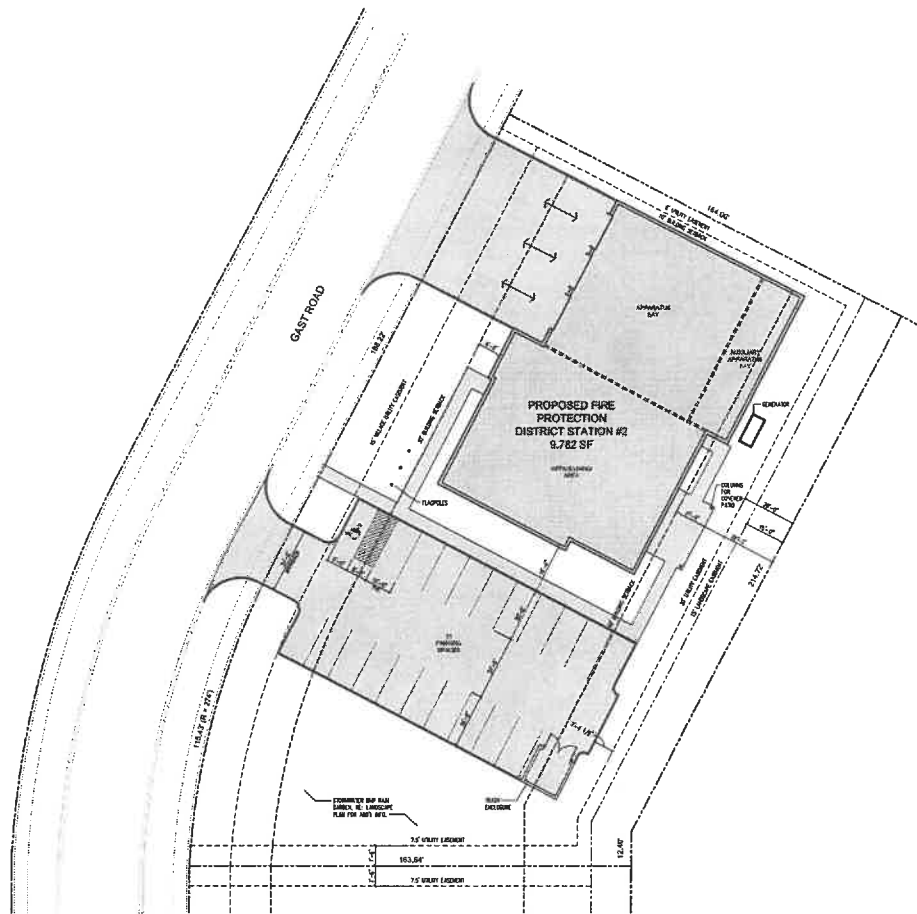
EASEMENTS:
UTILITY EASEMENTS (U.E.) SHOWN OVER LOT 180 ARE BASED ON UTILITY EASEMENT AND MAINLINE SYSTEMS MARKED ON SITE FOR CONSTRUCTION OF SAID SYSTEMS. IF RECORD DRAWINGS OF SAID SYSTEMS INDICATE ANY UTILITY STRUCTURES HAVE BEEN CONSIDERED OVER THE PLATTED EASEMENTS, ADDITIONAL EASEMENTS OF EASEMENT WIDTH SHALL BE GRANTED BY SEPARATE DOCUMENT.

LEGEND

- = BOUNDARY LINE
- = EASEMENT WIDTH
- = LANDSCAPE EASEMENT WIDTH
- = UTILITY EASEMENT WIDTH
- = PUBLIC UTILITY EASEMENT WIDTH
- = STATE COUNTY EASEMENT OF TRANSPORTATION UTILITY EASEMENT WIDTH



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TAMMS FARM SUBDIVISION
VILLAGE OF HAMPSHIRE, ILLINOIS
FINAL PLAT OF SUBDIVISION
6 of 7



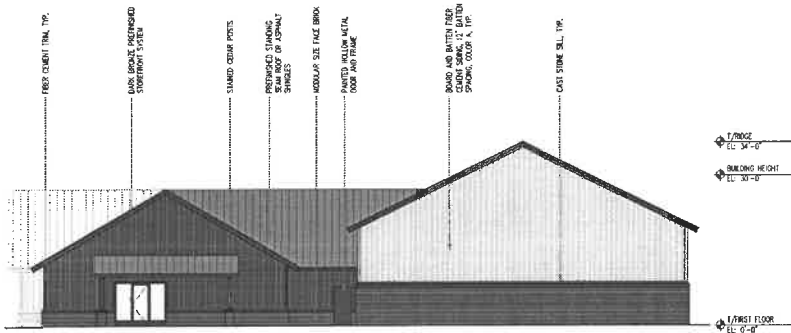

 SITE PLAN
 1/8" = 1'-0"



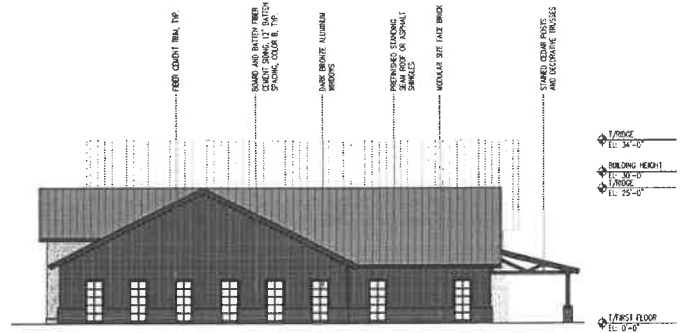
STUDIO 221
 ARCHITECTS
 PROJECT 21024

HAMPSHIRE FIRE PROTECTION DISTRICT STATION #2
 GAST ROAD, HAMPSHIRE, IL 60140

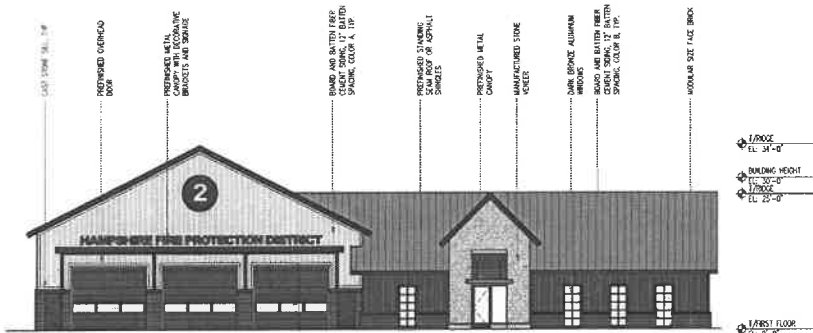
1.0
 06.04.2021



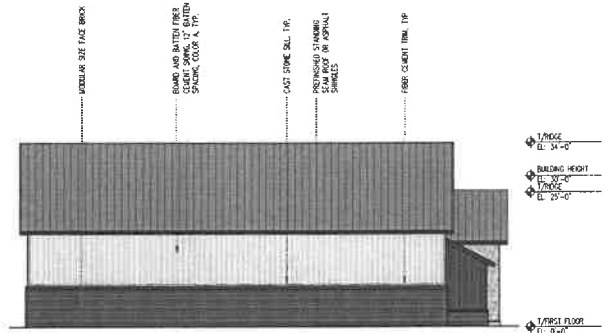
22 EAST ELEVATION
SCALE: 1/8" = 1'-0"



23 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



24 WEST ELEVATION
SCALE: 1/8" = 1'-0"



25 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

HAMPSHIRE FIRE PROTECTION DISTRICT STATION #2
GAST ROAD, HAMPSHIRE, IL 60140



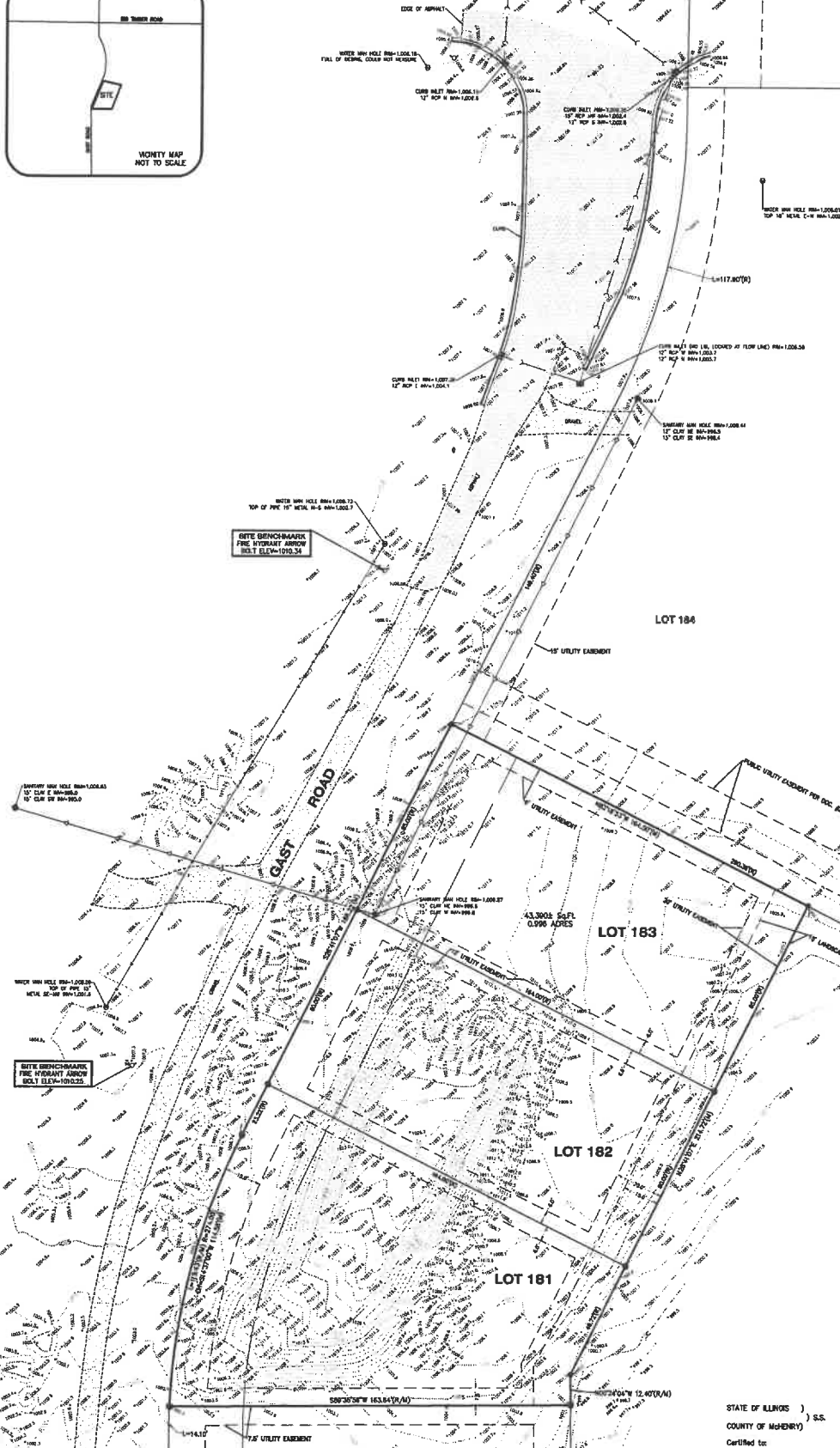
PROJECT NUMBER: 21024

2.0

08.04.2021

ALTA/NSPS LAND TITLE SURVEY AND TOPOGRAPHIC SURVEY

Lots 181, 182, and 183 in the Tanna Farm Subdivision, being a Subdivision of the East Half of the Northwest Quarter and the Northwest Quarter of Section 14, Township 42 North, Range 6 East of the 13rd Principal Meridian, in the Mergo of Hennepin, Iowa County, Illinois.



SURVEYOR'S NOTES

- The legal description and utility easements shown hereon have been provided by _____ added _____ The title information shown hereon is exclusively that provided to the Surveyor by the Title Insurer or the client. The Surveyor does not warrant the exact location of the Utility Easements shown hereon, but does state that they are located as accurately as possible from the information provided.
- Based on Flood Insurance Rate Map, Panel No. _____ the subject property lies within Zone _____, area _____.
- Distances are marked in feet and decimal places thereof, no dimension shall be assumed by scale measurement hereon. Distances and/or bearings shown with a "D" in parentheses (D) are record or deed values, not field measured.
- Compare this plot, legal description and all survey monuments before building, and immediately report any discrepancies to the surveyor.
- The location of the property lines shown on the face of this plot are based on the legal description contained in the title commitment and shown hereon. This information has been furnished by the client and compared to record deeds to check for gaps and/or omissions. However, this survey may not reflect historical matters of title and easements that have not been disclosed by the title commitment.
- Only the improvements which were visible from above ground at time of survey and through a normal search and walk through of the site are shown on the face of this plot. Lawn sprinkler systems, if any, are not shown on this survey.
- Manholes, meters and other utility rims or grates shown hereon are from field location of each, and only represent such utility improvements which are visible from above ground survey at the time of survey, through a normal search and walk through of the site. The location of these manholes (sanitary, water, etc.) are based solely on the stamped markings on the rim. No underground observations have been made to verify the actual use or existence of underground utilities.
- Surface indications of utilities on the surveyed parcel have been shown. Underground utility observations have not been made to determine the extent of utilities serving or existing on the property, public and/or private records have not been searched to provide additional information. Overhead wires and poles (if any) have been shown, however their function and dimensions have not been shown.
- This survey may not reflect all utilities or improvements, if such items are hidden by landscaping, or are covered by such items or dampers or trailers when the site was covered with snow. At the time of survey, the site was covered with snow.
- This survey makes no statement regarding the actual presence or absence of any service or utility. The Controlled underground exploratory effort together with "ULIE" markings is recommended to determine the full extent of underground service and utility lines. Contact JULLIE, at 1-800-882-0123.
- Restrictions that may be found in local buildings and/or zoning codes have not been shown. Height and bulk restrictions (if any) have not been shown. Only those setback restrictions shown on the recorded subdivision plot or in the title commitment have been shown.

LEGEND	
—	CURB WALK
○	FIRE HYDRANT
●	FIXED BOX GUY
—	GAS PIPELINE MARKER
○	SANITARY MANHOLE
●	SET BOX MAN
○	VALVE WALK
●	WATER VALVE
(M)	MEASURED
(D)	RECORD



STATE OF ILLINOIS) S.S.
 COUNTY OF MOHAWK)

Certified to:
 This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6, 11a, & 19 of Table A thereof. The field work was completed on June 2nd, 2021.

Dated this 9th day of June, A.D., 2021.
 VANDERSTAPPEN LAND SURVEYING INC.
 Design Firm No. 184-002792

WILLIAM J. VANDERSTAPPEN, 035-002700
 PROFESSIONAL LAND SURVEYOR

CLIENT: J. COOKSON & ASSOCIATES, INC.
 DRAWN BY: JSM CHECKED BY: WJV
 SCALE: 1" = 20' SINC. 14, T. 42, R. 06 E.
 BASIS OF MEASUREMENT ASSUMED
 P.L.N.: 10-10-2019, 9-14-20-2019, 8-14-20-2019
 JOB NO.: 210557 I.B. ALT.
 PERMIT/WORK COMP. 06/02/21 BY: JCV
 ALL DIMENSIONS SHOWN ON THIS MAP ARE MEASUREMENTS
 MADE DIRECTLY TO THE POINTS

Hampshire East LLC
c/o Crown Community Development
1751 West Diehl Road, Suite A
Naperville, IL 60563

June 10, 2021

Village of Hampshire
Hampshire Village Hall
234 S. State Street
P.O. Box 457
Hampshire, IL 60140-0457

Re: Consent to Rezoning of Lots 181, 182 and 183 in the Tamms Farm Subdivision

Ladies and Gentlemen:

The Hampshire Fire Protection District has entered into a contract with Hampshire East LLC to purchase Lots 181, 182 and 183 in the Tamms Farm Subdivision (the "Lots"). It is understood that in order to obtain the necessary zoning approvals it requires, the District must petition the Village of Hampshire for certain changes in zoning classifications for the Lots and/or variances from applicable regulations. As owner of record of the Lots, Hampshire East LLC consents to the District applying for and obtaining such zoning relief as it reasonably determines is necessary for its proposed use of the Lots.

Hampshire East LLC

By: Chris Naatz
Its: Authorized Agent

cc: Hampshire Fire Protection District

7020 1810 0001 4722 4511

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Harshfield, IL 60140

OFFICIAL USE

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.55
Total Postage and Fees	\$4.15

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03

Postmark
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06/07/2021

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Street and Apt. No., or PO Box No.

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Harshfield, IL 60140

OFFICIAL USE

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.55
Total Postage and Fees	\$4.15

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06/07/2021

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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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Harshfield, IL 60543

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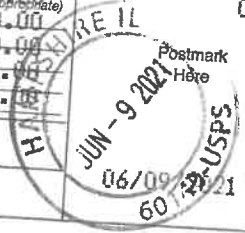
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.55
Total Postage and Fees	\$4.15

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06/09/2021



Sent To
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions