

Village of Hampshire
Village Board Meeting
Thursday April 4, 2013 – 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 – March 21, 2013
- 6) Village President's Report
- 7) Village Administrator's Report
 - a) First Amendment to the Agreement between the Village of Hampshire and Tuscany Woods, Holding, Inc. on the completion of unfinished dwellings within Unit 1.
- 8) Village Board Committee Reports
 - a) Economic Development
 - b) Finance
 1. Accounts Payable
 - c) Planning/Zoning
 - d) Public Safety
 - e) Public Works
 - f) Village Services
 - g) Fields & Trails
- 9) New Business
- 10) Announcements
- 11) Executive Session; Probable, Pending or Imminent Litigation under Section 2(c) (11)
- 12) Any items to be reported and acted upon by the Village Board after returning to open session
- 13) Adjournment

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – March 21, 2013

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, March 21, 2013.

Present: George Brust, Martin Ebert, Jan Kraus, Orris Ruth, Rob Whaley.

Jerry Shepardson attended the meeting at 7:02 p.m.

Absent: None

Staff & Consultants present: Village Administrator Doug Maxeiner, Hampshire Chief Thompson, Village Engineer Brad Sanderson, and Village Attorney Mark Schuster

A quorum was established.

President Magnussen led the Pledge of Allegiance

Trustee Brust moved, to approve the minutes of March 7, 2013.

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

VILLAGE ADMINISTRATOR'S REPORT

Request for Authorization to enter into an Agreement with Huff and Huff Incorporated to conduct a Biological Stream Study for the Wastewater Treatment Plant NPDES Permit in the amount for \$19,625.

Trustee Kraus moved, to approve authorization to enter into an agreement with Huff and Huff, Inc. to conduct a biological stream study with the optional sediment testing and Hester-Dendy benthic collection for a total cost of \$19,625.

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

Request for Rate Adjustment from the Village Attorney and Village Engineer.

Trustee Whaley moved, to approve the rate adjustment for Village Attorney and Village Engineer as presented.

Seconded by Trustee Brust
Motion carried by roll call vote

Ayes: Brust, Ebert, Ruth, Shepardson, Whaley
Nays: Kraus
Absent: None

Request for Authorization for the Village President to execute the attached engagement letter with Miller, Canfield, Paddock and Stone to Act on behalf of the Village as Bond Counsel for the Issuance of Refunding Bonds for the Special Service Area #13 Special Tax Bonds, Series 2007 issued for the Tuscany Woods Development.

The Village is working with the bank and developer of the Tuscany Woods Subdivision (Unit 2) as well as the bond holder for the Series 2007 Special Tax Bonds to restructure the debt and end the current default on the bonds. As part of this process, any refunding of the bonds will be treated as a new borrowing issue subject to the same underwriting and legal requirements. The Village will need to provide a thorough legal review of the proposed transaction to make sure it complies with IRS rules and regulations and that the bonds will continue to be considered tax exempt.

Trustee Brust moved, to approve authority for the Village President to execute the attached engagement letter with Miller, Canfield, Paddock and Stone to act on behalf of the Village as bond counsel for the issuance of Refunding Bonds for the Special Service Area 13 Special Tax Bonds, Series 2007.

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

Discussion on Village Regulations for Tattoo and Piercing Parlors.

The Village has no ordinance in place only a draft. The board would like to see it Classified as M-2 Hwy commercial or a special use in the Industrial Area, or set it up as Industrial Area and Hwy Commercial. The board will need to look at zoning for Medicinal Marijuana as of now one per county will be allowed – Industrial Area. Collection Boxes for the ZBA's agenda the Village Board would prefer to have them gone. A Public Hearing for ZBA and sign ordinance.

VILLAGE BOARD COMMITTEE REPORTS

a. Economic Development

Trustee Brust reported there is a new format for the RLF.

b. Finance

Accounts Payables

Trustee Kraus moved, to approve accounts payable in the amount of \$111,874.64 to be paid on or before March 27, 2013.

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

Trustee Whaley reminded his finance committee the dates set for the budget as follows :April 11 at 5 p.m.

Approval for fiscal year budget is set for the April 18 village board meeting.

c. Planning/Zoning

No report

d. Public Safety

Trustee Brust reported he went to the pipeline meeting and received literature, he found out if someone does not call Julie before they dig the fine is \$8,000. So call 811 before you dig.

Chick n Dip coming in off Route 72 is that the State's responsibility or the owners. Mr. Sanderson explained the State has nothing to do with that, it's between the owner of the Chick n Dip and Mr. Burklow who owns the property there.

e. Public Works

No report

f. Village Services

Trustee Kraus reported oil recycling will start up April 6, 2013 and a Village Service Committee meeting will be held on April 9 6:30 p.m. to discuss community garden by Town Place and State Street.

g. Field & Trails

No report

Announcements

Trustee Brust announced Bob Kudlicki Jr. brought over a Henpeck Centennial Plaque and the Well 9 and Well #9 Well House and Treatment Facility Plaque for the Village. The Village would like to thank the Kudlicki Family for these plaques.

Adjournment

Trustee Brust moved, to adjourn the Village Board meeting at 7:39 p.m.

Seconded by Trustee Ebert

Motion carried by voice vote

Ayes: All


Nays: None

Absent: None

Linda Vasquez, Village Clerk

AGENDA SUPPLEMENT

TO: President Magnussen and Village Board

FROM: Doug Maxeiner, Village Administrator 

FOR: April 4, 2013 Village Board Meeting

RE: First Amendment to the Agreement Between the Village of Hampshire and Tuscany Woods Holdings, Inc. on the Completion of Unfinished Dwellings within Unit 1

Background. At the September 20, 2012 Village Board meeting, the Board approved an Interim Agreement with Tuscany Woods Holdings, Inc. (TWHI) covering the unfinished dwellings within Unit I of Tuscany Woods (copy of the original Interim Agreement is attached). The Agreement expired March 31, 2013. However, discussions between TWHI and a potential buyer(s) of the unfinished dwellings are ongoing and TWHI has requested an extension on the original agreement.

Analysis. The agreement covers 10 single family and 36 townhome units within Unit 1 that have been started but which have not received a final certificate of occupancy. The proposed amendment will extend the expiration date of the agreement to September 30, 2013. The remaining terms and conditions of the original agreement remain unchanged.

Staff continues to believe that it is in the best interests of the Village to get these dwellings complete and occupied to eliminate the property maintenance issues associated with the unfinished dwellings for the other residents of the subdivision. It would also be in the Village's best interests to get these properties finished, sold and back to productive status on the tax rolls.

Recommendation. Staff recommends approval of the first amendment to the Interim Agreement between the Village of Hampshire and TWHI on the completion of unfinished dwellings within Unit 1 of Tuscany Woods.

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE VILLAGE OF HAMPSHIRE
AND
TUSCANY WOODS HOLDINGS, INC.
(TUSCANY WOODS, UNIT 1)**

This **FIRST AMENDMENT TO AGREEMENT** (the "First Amendment") is entered into as of the 31st day of March, 2013 (the "Effective Date"), by and between the **VILLAGE OF HAMPSHIRE**, an Illinois municipal corporation (the "Village"), and **TUSCANY WOODS HOLDINGS, INC.**, an Illinois corporation ("TWHI"). The Village and TWHI are sometimes individually referred to in this First Amendment as a "Party" and collectively as the "Parties."

RECITALS

A. On September 20, 2012, the Parties entered into an Agreement concerning, among other things, the completion of certain dwelling units that have been partially constructed in Unit 1 of Tuscany Woods, a development located in the Village of Hampshire (the "Original Agreement"). All terms not otherwise defined in this First Amendment shall have the meaning given them in the Original Agreement, and all references in either the Original Agreement or this First Amendment to the "Agreement" shall mean the Original Agreement as amended by this First Amendment.

B. The Original Agreement provided for a Term commencing on September 20, 2012, and ending on March 31, 2013 (the "Term").

C. The Parties now wish to reinstate the Original Agreement, ratify its terms and provisions and extend the Term of the Agreement to September 30, 2013, to facilitate and provide for the Parties' continued negotiation of the Amendment to the Development Agreement and the completion of the Unfinished Dwelling Units and Unfinished Townhome Buildings.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this First Amendment and the Original Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS / AUTHORITY

The Parties acknowledge the validity and accuracy of the foregoing recitals and the continuing validity and accuracy of the recitals in the Original Agreement and do hereby incorporate all of such recitals into this First Amendment as if restated in their entirety in this Section 1. The Parties are entering into this First Amendment pursuant to (i) the Village's authorities under Division 12, Division 13 and Division 30 of the Illinois Municipal Code (65 ILCS 5/11-12-1 *et seq.*, 65 ILCS 5/11-13-1 *et seq.*, and 65 ILCS 5/11-30-1 *et seq.*); (ii) the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10); and (iii) the Village's general police powers.

SECTION 2. REINSTATEMENT/RATIFICATION OF ORIGINAL AGREEMENT

The Original Agreement is hereby reinstated and the terms and provisions of the Original Agreement are ratified in their entirety retroactive to and as of March 31, 2013. The Parties acknowledge that, except as set forth in this First Amendment, the Agreement remains in full force and effect without amendment or revision thereto.

SECTION 3. EXTENSION OF TERM

The Term of the Agreement is hereby extended to September 30, 2013. Such Term may be further extended by the Corporate Authorities, by motion duly adopted, without further amendment to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates set forth below, to be effective as of the Effective Date.

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

By: _____
Jeffrey Magnussen, Village President

Date: _____

ATTEST:

By: _____
Linda Vasquez, Village Clerk

TUSCANY WOODS HOLDINGS, INC., an Illinois corporation

By: _____
Sarah A. Withrow, Vice President

Date: _____

**AGREEMENT
BETWEEN
THE VILLAGE OF HAMPSHIRE
AND
TUSCANY WOODS HOLDINGS, INC.
(TUSCANY WOODS, UNIT 1)**

THIS AGREEMENT (the "Agreement") is entered into as of the 20th day of September, 2012 ("Effective Date"), by and between the **VILLAGE OF HAMPSHIRE**, an Illinois municipal corporation (the "Village"), and **TUSCANY WOODS HOLDINGS, INC.**, an Illinois corporation ("TWHI"). The Village and TWHI are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

IN CONSIDERATION OF the following recitals, the truth and accuracy of which the Parties acknowledge, and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

SECTION 1. RECITALS.

A. TWHI is the owner of a portion of the development situated in the Village of Hampshire and commonly known "Tuscany Woods" (the "Development"). Such portion is commonly known as, and is referred to in this Agreement as, "Unit 1." The other portion of the Development is commonly referred to, and is referred to in this Agreement as, "Unit 2." This Agreement pertains only to matters of concern to Unit 1 and not to matters of concern to Unit 2.

B. Prior to its acquisition of Unit 1, parties unrelated to TWHI constructed certain subdivision improvements (including, without limitation, roads, curbs and gutters; potable water, sanitary sewer and storm sewer improvements; street lights; landscaping improvements; and other improvements), which improvements have not yet been accepted by the Village, and a number of single-family detached dwelling units and attached townhome dwelling units in Unit 1 (individually, a "Dwelling Unit" and collectively, "Dwelling Units"). Townhome Dwelling Units have been constructed in buildings containing groups of six townhomes (a "Townhome Building").

C. Sixty-seven Dwelling Units were completed by TWHI's predecessors-in-interest and sold to, and most are currently occupied by, third party purchasers. Ten 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 have been 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 A 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 B attached hereto.

The Unfinished Single-Family Dwelling Units and the Unfinished Townhome Dwelling Units are hereinafter collectively referred to as the “Unfinished Dwelling Units.”

D. Other portions of Unit 1 have been subdivided into single-family lots and common area lots but not yet improved with either Dwelling Units or subdivision improvements (collectively, the “Vacant Lots”).

E. The roadway surfaces and the curbs and gutters referred to in Recital B above have been constructed in Unit 1 and were completed more than two years ago. Such improvements, which are currently being used by the existing residents of the Development and their guests and invitees, are hereinafter collectively referred to as the “Unit 1 Roadway Improvements” (specifically excluding other required right-of-way improvements, such as sidewalks, parkway trees and street lights).

F. Promptly following the Effective Date of this Agreement, the Village intends to direct 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 Unfinished Single-Family Dwelling Unit and Unfinished Townhome Dwelling Unit. The work so identified by the building inspectors shall be confirmed in writing by the Parties, from time to time if necessary, by amending and supplementing Exhibit A to this Agreement. Such work is hereinafter referred to in this Agreement as “Work.”

G. The Development is the subject matter of a Development Agreement entered into by the Village, HPI Hampshire, L.L.C., an Illinois limited liability company, and other parties as of September 2, 2004 and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704 (the “Development Agreement”).

H. The Parties otherwise have been negotiating an amendment to the Development Agreement (“Amendment”) with an eye towards resolving outstanding issues related to the successful completion of the Development. The Parties intend to continue those negotiations in good faith with the hope that a mutually acceptable Amendment can be negotiated, approved and signed by the Parties prior to expiration of the Term of this Agreement.

I. The Parties seek to enter into this Agreement, and ultimately the Amendment, to stimulate potential interest in the Development and enhance the marketability and value of the Unfinished Dwelling Units and the remaining portions of the Development.

J. The completion, sale and occupancy of the Unfinished Dwelling Units and the Development will enhance the Village’s tax base and add to the vibrancy of the Development.

K. The Village is entering into this Agreement pursuant to its authorities under Division 12, Division 13 and Division 30 of the Illinois Municipal Code (65 ILCS 5/11-12-1 *et seq.*, 65 ILCS 5/11-13-1 *et seq.* and 5/11-30-1 *et seq.*), and pursuant to the intergovernmental provisions of the Illinois Constitution (Article VII, Section 10) and the Village’s general police powers.

SECTION 2. RULES OF CONSTRUCTION.

A. Grammatical Usage and Construction. In construing this Agreement, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

B. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

C. Days. Unless otherwise provided in this Agreement, any reference in this 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 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.

SECTION 3. VILLAGE AGREEMENTS.

In consideration of TWHI’s agreements in Section 4 below the Village agrees as follows:

A. Inspection of Unfinished Dwelling Units and Unfinished Townhome Buildings. Promptly following the Effective Date of this Agreement the Village shall cause its building inspectors to inspect the Unfinished Dwelling Units to determine the Work that needs to be completed on or for each Dwelling Unit and Townhome Building (the “Initial Inspection”). TWHI acknowledges that the Village utilizes third party consultants to undertake its building inspections and that TWHI shall be responsible for all reasonable fees and costs the Village incurs in retaining those consultants for purposes of implementing the provisions of this Agreement.

B. Establishment of Building Permit Fees. After the building inspectors have completed their Initial Inspection of each of the Unfinished Dwelling Units the Village shall establish the total fee the Village will charge TWHI for issuance of a new building permit for each Unfinished Dwelling Unit. Such building permit fee, which shall be identified on the amended and supplemental Exhibit A hereinabove referred to, may include the cost the Village will incur in having the building inspectors inspect the Work, or any specifically identified portion of the Work described on the Supplement to Exhibit A, undertaken for each Unfinished Dwelling Unit following its completion by TWHI. No additional sewer or water connection 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 for an Unfinished Dwelling Unit. Notwithstanding the foregoing, the Village shall have the right to charge a re-inspection fee for each required inspection which fails, which re-inspection fee shall be in addition to the total fee listed on Exhibit A.

C. Issuance of Building Permits to Complete Work. For so long as this Agreement is in effect and TWHI is not in default hereunder, the Village shall issue building permits to TWHI to complete the Work for each Unfinished Dwelling Unit not later than two

days after TWHI submits to the Village a proper application therefor and pays the Village the applicable building permit fee.

D. Issuance of Certificates of Occupancy. TWHI shall give notice to the Village when it has completed the Work, or any specifically identified portion of the Work described on the Supplement to Exhibit A, 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 Work has been properly completed. If the inspectors confirm that the applicable Work has been properly completed, they shall promptly a) notify TWHI that further work may proceed on the Dwelling Unit in question, or b) upon completion of all applicable Work notify the Village of such fact and the Village shall, not later than two days after it receives such notice and at no additional expense to TWHI, issue a certificate of occupancy for such Unfinished Dwelling Unit.

E. Acceptance of Unit 1 Roadway Improvements. At the next regularly scheduled meeting of the Village's corporate authorities after approval of this Agreement, and receipt from TWHI of a Bill of Sale for said improvements, the Village shall accept the Unit 1 Roadway Improvements specifically excluding required sidewalks, parkway trees and street lights not yet constructed in Unit 1 rights-of-way. From and after the date of such acceptance, the Village shall maintain the accepted improvements for the benefit of the residents of the Development.

F. SECTION 4. TWHI AGREEMENTS.

In consideration of the Village's agreements in Section 3 above, TWHI agrees as follows:

A. Negotiation of Amendment. For so long as this Agreement is in effect and the Village is not in default hereunder, and subject to the provisions of Paragraph B below, TWHI shall continue to negotiate the Amendment in good faith with the intention of bringing such negotiations to a successful conclusion within a reasonable time and prior to expiration of the Term of this Agreement. Such negotiations shall be consistent with and generally reflect the substance and tenor of the Parties' discussions and negotiations to date concerning completion of water, sewer, stormwater, drainage, and wetlands improvements, roadways and intersections, and recaptures due, and future improvements to be constructed in relation to Unit 1 and other issues related to Unit 1 and Unit 2 in Tuscany Woods.

B. Sale of Unfinished Dwelling Units and Vacant Lots. TWHI shall promptly notify the Village of any contracts it enters into to sell all of the Unfinished Dwelling Units and/or Vacant Lots. TWHI shall further inform the Village as to whether or not such contract purchaser desires to negotiate the Amendment for or on behalf of its own account. If the contract purchaser desires to do so and if the Village, in the exercise of its discretion, is agreeable to completing the negotiation of the Amendment with such contract purchaser, TWHI shall have no obligation to participate further in the negotiation of the Amendment (unless and until said contract purchaser elects to terminate such negotiations in which event TWHI shall once again undertake to complete the negotiation of the Amendment). Notwithstanding the foregoing, TWHI, at its option, may elect to participate in such negotiations with said contract purchaser. If the Village is not willing to complete the negotiation of the Amendment with such contract purchaser and promptly gives TWHI notice of such fact, TWHI shall continue to negotiate the

Amendment with the Village in the manner contemplated by the provisions set forth above for so long as this Agreement is in effect and the Village is not in default hereunder.

In the event TWHI enters into a contract to sell less than all of the Unfinished Dwelling Units and/or less than all of the Vacant Lots to any one purchaser, or if TWHI enters into a contract to sell some or all of the Unfinished Dwelling Units, and/or some or all of the Vacant Lots to more than one purchaser, TWHI shall remain engaged in the negotiation of the Amendment as hereinabove set forth, TWHI acknowledging that the Village shall have no obligation to negotiate with multiple parties as to issues related to Unit 1.

C. Completion of Work. TWHI shall complete the Work for any Unfinished Dwelling Unit for which it is issued a new building permit, or cause such Work to be completed, not later than six months following the date of permit issuance. If the driveway, sidewalks and/or required minimum foundation plantings for an Unfinished Dwelling Unit cannot be completed due to adverse weather conditions but all other components of the Work for such Dwelling Unit have been properly completed, the Village shall issue a temporary certificate of occupancy for such Dwelling Unit provided (1) the Village is given improvement security that assures the Village that such driveway, sidewalks and/or minimum foundation plantings will be timely completed when weather conditions permit; and (2) such improvement security is in a form and amount the Village, in its discretion, deems acceptable.

SECTION 5. TERM.

This Agreement shall be for a Term commencing on the Effective Date and terminating on March 31, 2013. Upon expiration of such Term this Agreement shall be and become null and void.

SECTION 6. REMEDIES.

A. General. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

C. Venue. Any proceeding brought pursuant to this Section 6 shall be filed in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois.

SECTION 7. REIMBURSEMENT OF VILLAGE FEES AND COSTS.

TWHI shall reimburse the Village, promptly upon presentation of a written demand for reimbursement, which demand shall include copies of all invoices the Village has received or paid, all legal and third party consultant fees, costs, and expenses the Village has incurred in connection with i) the negotiation, consideration and review of this Agreement; and ii) the negotiation, consideration and review of the Amendment (provided, however, that TWHI shall not be responsible for such fees, costs and expenses to the extent the Village is proceeding to

negotiate the Amendment with a contract purchaser of Unit 1 pursuant to Section 4.B above). The obligation of TWHI to reimburse such fees shall survive the termination of this Agreement.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

- If to the Village: Village of Hampshire
234 S. State Street, P.O. Box 457
Hampshire, IL 60140-0457
Attention: Village Administrator
- with a copy to: Bazos, Freeman, Kramer, Schuster, Vanek & Kolb, LLC
1250 Larkin Avenue, Suite 100
Elgin, IL 60123
Attention: Mark Schuster
- If to TWHI: Tuscany Woods Holdings, Inc.
c/o U.S. Bancorp
28 West Madison Street
Oak Park, IL 60302
Attention: Sarah A. Withrow
- With a copy to: DLA Piper LLP (US)
203 N. LaSalle St., Suite 1900
Chicago, IL 60601
Attention: Harold W. Francke

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

D. Governing Law. This Agreement shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

E. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

F. **Entire Agreement/Conflicts/Exhibits.** This Agreement constitutes the entire agreement of the Parties as of the Effective Date relative to the subject matter of this Agreement. All prior discussions, agreements and understandings, whether written or oral, relating to such subject matter are expressly superseded hereby and merged herein. In the event of a conflict between the provisions of this Agreement and any other agreement the Village has entered into which governs the subject matter of this Agreement, the former shall govern and control. The exhibits to this Agreement are hereby made a part of this Agreement by this reference thereto.

G. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

H. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties in accordance with all applicable statutory procedures. Notwithstanding the foregoing, whenever in this Agreement provision is made for the grant of a discretionary approval by the Village Board, such approval may be granted by the Village Board without amendment to this Agreement.

I. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Specifically, but without limitation, TWHI shall have the right, upon notice to the Village, to assign its rights to obtain building permits and certificates of occupancy for Unfinished Dwelling Units and to delegate its obligation to complete the Work applicable to a given Unfinished Dwelling Unit to a third party.

J. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original document and together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below, to be effective as of the Effective Date.

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

By: Jeffrey R. Magnussen
Jeffrey Magnussen, Village President

Date: October 22, 2012

ATTEST:

By: Linda Vasquez
Linda Vasquez, Village Clerk

TUSCANY WOODS HOLDINGS, INC., an Illinois corporation

By: Sarah A. Withrow
Sarah A. Withrow, Vice President

Date: October 10, 2012

EXHIBIT A

UNFINISHED DWELLING UNITS

Lot Number	Address(es)	Work to be Completed	Original Building Permit Number	Pasquinelli Model Name	Estimated SF	Fee for Issuance of New Building Permit	
SINGLE-FAMILY DETACHED DWELLING UNITS							
1	261	1228 Villa Drive	TBD	HA-07-041	Lancaster	3,270	TBD
2	262	1242 Villa Drive	TBD	HA-07-044	Beech	2,775	TBD
3	263	1256 Villa Drive	TBD	HA-07-045	Magnolia	2,520	TBD
4	264	1270 Villa Drive	TBD	HA-07-029	White Pine	2,491	TBD
5	276	1271 Tuscany Trail	TBD	HA-07-378	Biltmore	2,985	TBD
6	278	1243 Tuscany Trail	TBD	HA-07-100	Beech	2,775	TBD
7	279	1229 Tuscany Trail	TBD	HA-07-202	Magnolia	2,520	TBD
8	285	1270 Tuscany Trail	TBD	HA-07-468	Magnolia	2,520	TBD
9	294	1335 Olive Lane	TBD	HA-07-466	Magnolia	2,520	TBD
10	316	712 DaVinci Drive	TBD	HA-07-081	Beech	2,775	TBD
TOWNHOME DWELLING UNITS							
1	254-1	1214 DaVinci Drive	TBD	HA-07-035	Essex	1,654	TBD
2	254-2	1218 DaVinci Drive	TBD	HA-07-034	Durham	1,662	TBD
3	254-3	1222 DaVinci Drive	TBD	HA-07-033	Charleston II	1,665	TBD
4	254-4	1226 DaVinci Drive	TBD	HA-07-032	Inverness	1,345	TBD
5	254-5	1230 DaVinci Drive	TBD	HA-07-031	Hartford	1,345	TBD
6	254-6	1234 DaVinci Drive	TBD	HA-07-030	Essex	1,654	TBD
7	368-1	1060 Turin Drive	TBD	HA-08-056	Gen Y	880	TBD
8	368-2	1062 Turin Drive	TBD	HA-08-053	Gen Y	880	TBD
9	368-3	1064 Turin Drive	TBD	HA-08-052	Gen X	1,274	TBD
10	368-4	1066 Turin Drive	TBD	HA-08-055	Gen Y	880	TBD

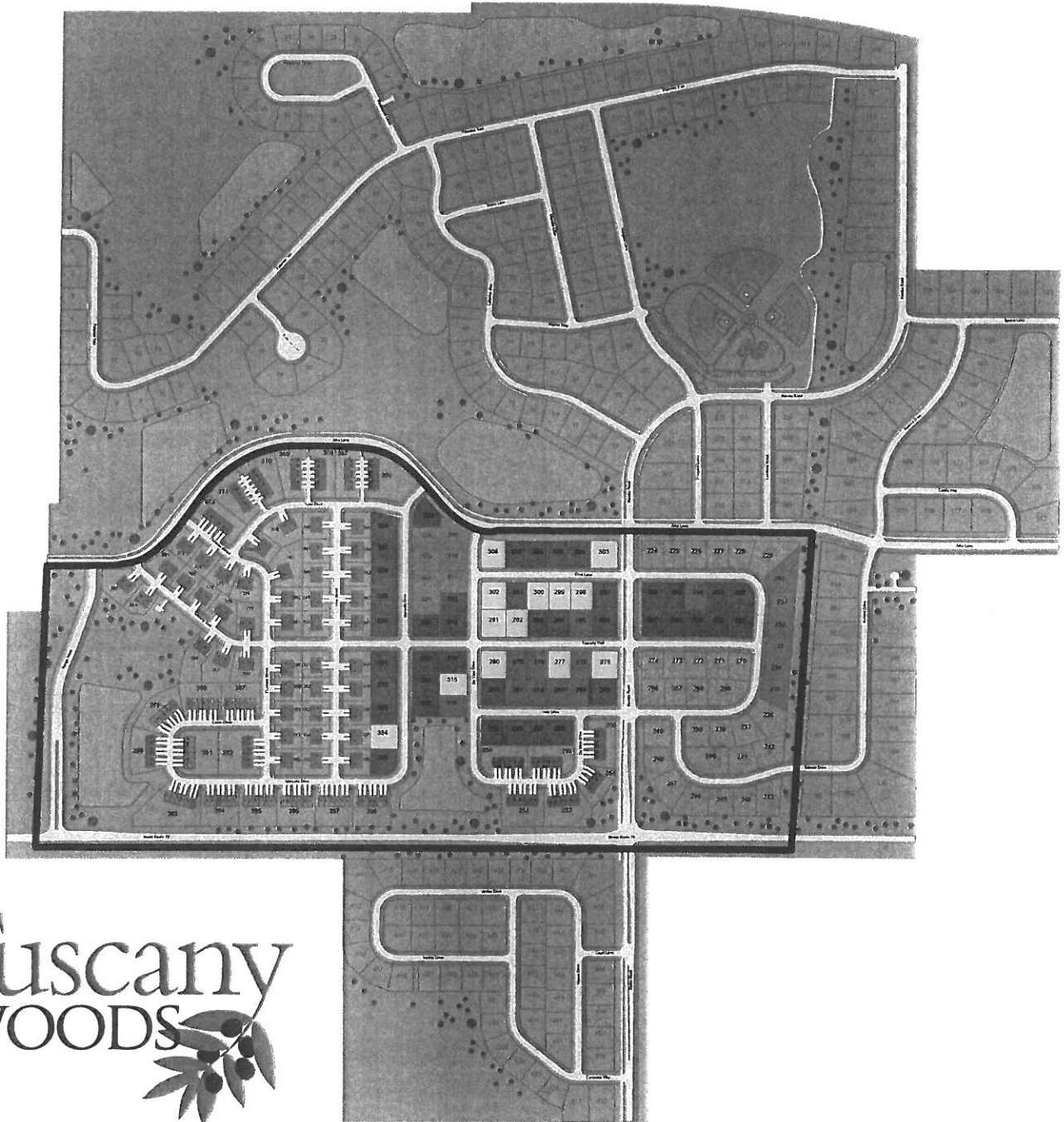
	Lot Number	Address(es)	Work to be Completed	Original Building Permit Number	Pasquinelli Model Name	Estimated SF	Fee for Issuance of New Building Permit
11	368-5	1068 Turin Drive	TBD	HA-08-051	Gen X	1,274	TBD
12	368-6	1070 Turin Drive	TBD	HA-08-054	Gen Y	880	TBD
13	370-1	1036 Turin Drive	TBD	HA-08-030	Essex	1,654	TBD
14	370-2	1038 Turin Drive	TBD	HA-08-031	Charleston II	1,665	TBD
15	370-3	1040 Turin Drive	TBD	HA-08-032	Charleston II	1,665	TBD
16	370-4	1042 Turin Drive	TBD	HA-08-033	Charleston II	1,665	TBD
17	370-5	1044 Turin Drive	TBD	HA-08-034	Charleston II	1,665	TBD
18	370-6	1046 Turin Drive	TBD	HA-08-035	Charleston II	1,665	TBD
19	371-1	1024 Turin Drive	TBD	HA-08-024	Essex	1,654	TBD
20	371-2	1026 Turin Drive	TBD	HA-08-025	Durham	1,662	TBD
21	371-3	1028 Turin Drive	TBD	HA-08-026	Charleston II	1,665	TBD
22	371-4	1030 Turin Drive	TBD	HA-08-027	Durham	1,662	TBD
23	371-5	1032 Turin Drive	TBD	HA-08-028	Charleston II	1,665	TBD
24	371-6	1034 Turin Drive	TBD	HA-08-029	Charleston II	1,665	TBD
25	372-1	1012 Turin Drive	TBD	HA-08-064	Gen Z	1,486	TBD
26	372-2	1014 Turin Drive	TBD	HA-08-061	Gen Z	1,486	TBD
27	372-3	1016 Turin Drive	TBD	HA-08-062	Gen Z	1,486	TBD
28	372-4	1018 Turin Drive	TBD	HA-08-060	Gen X	1,274	TBD
29	372-5	1020 Turin Drive	TBD	HA-08-059	Gen X	1,274	TBD
30	372-6	1022 Turin Drive	TBD	HA-08-063	Gen X	1,274	TBD
31	389-1	968 Como Circle	TBD	HA-07-521	Essex	1,654	TBD
32	389-3	976 Como Circle	TBD	HA-7-517	Charleston II	1,665	TBD
33	389-4	980 Como Circle	TBD	HA-7-518	Durham	1,662	TBD
34	393-6	1001 Marcello Drive	TBD	HA-07-383	Charleston II	1,665	TBD
35	397-6	1095 Marcello Drive	TBD	HA-07-479	Charleston II		TBD

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Lot Number	Address(es)	Work to be Completed	Original Building Permit Number	Pasquinelli Model Name	Estimated SF	Fee for Issuance of New Building Permit
					1,665	
398-5	1123 Marcello Drive	TBD	HA-07-561	Gen X	1,274	TBD

EXHIBIT B

LOCATION MAP



Tuscany
WOODS 

VILLAGE OF HAMPSHIRE

Accounts Payable

April 4, 2013

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

Total: \$48,263.17

To be paid on or before
April 11, 2013

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

DATE: 04/02/13
 TIME: 11:39:26
 ID: AP441000.WOW

VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/02/2013

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

B&F	B&F TECHNICAL CODE SERVICES						
36758	04/02/13	01	INV#36758	01-001-002-4390 BLDG. INSP. SERVICES		04/02/13	3,154.30
						INVOICE TOTAL:	3,154.30
36759	04/02/13	01	INV#36759	01-001-002-4390 BLDG. INSP. SERVICES		04/02/13	500.00
						INVOICE TOTAL:	500.00
36776	04/02/13	01	INV#36776	01-001-002-4390 BLDG. INSP. SERVICES		04/02/13	1,069.37
						INVOICE TOTAL:	1,069.37
						VENDOR TOTAL:	4,723.67
COED	COMMONWEALTH EDISON						
032213	03/22/13	01	ACCT#4997016005	30-001-002-4260 UTILITIES		03/22/13	174.85
		02	ACCT#9705026025	30-001-002-4260 UTILITIES			665.36
		03	ACCT#6987002019	30-001-002-4260 UTILITIES			251.36
		04	ACCT#0255144168	30-001-002-4260 UTILITIES			452.93
		05	ACCT#2289551008	30-001-002-4260 UTILITIES			89.06
		06	ACCT#2676085011	30-001-002-4260 UTILITIES			3,248.70
		07	ACCT#0524674020	01-003-002-4260 STREET LIGHTING			14.30
		08	ACCT#1329062027	01-003-002-4260 STREET LIGHTING			10.35
		09	ACCT#2244132001	01-003-002-4260 STREET LIGHTING			1,419.10
		10	ACCT#1632121022	01-003-002-4260 STREET LIGHTING			914.30

INVOICES DUE ON/BEFORE 04/02/2013

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COED	COMMONWEALTH EDISON						
032213	03/22/13	11	ACCT#0657057031	01-003-002-4260		03/22/13	323.38
				STREET LIGHTING			
						INVOICE TOTAL:	7,563.69
032513	03/25/13	01	ACCT#0729114032	30-001-002-4260		03/25/13	62.43
		02	ACCT#2323117051	30-001-002-4260			212.67
				UTILITIES			
		03	ACCT#0495111058	30-001-002-4260			153.54
				UTILITIES			
						INVOICE TOTAL:	428.64
APRIL 2013	03/22/13	01	ACCT#2599100000	30-001-002-4260		03/22/13	3,257.10
				UTILITIES			
						INVOICE TOTAL:	3,257.10
						VENDOR TOTAL:	11,249.43
CONEEN	CONSTELLATION NEW ENERGY						
0009402086	03/22/13	01	ACCT#1-EI-1963	30-001-002-4260		03/22/13	1,892.46
				UTILITIES			
						INVOICE TOTAL:	1,892.46
0009413651	03/22/13	01	ACCT#1-EI-1962	31-001-002-4260		03/22/13	9,671.12
				UTILITIES			
						INVOICE TOTAL:	9,671.12
						VENDOR TOTAL:	11,563.58
CUCO	CURRAN CONTRACTING CO.,						
1099	03/27/13	01	INV#1099	01-003-002-4130		03/27/13	264.00
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	264.00
1140	04/02/13	01	INV#1140	01-003-002-4130		04/02/13	191.40
				MAINTENANCE - STREETS			
						INVOICE TOTAL:	191.40
						VENDOR TOTAL:	455.40

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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ENREAS	ENVIRONMENTAL RESOURCE						
680872	03/27/13	01	INV#680872	31-001-003-4680 OPERATING SUPPLIES		03/27/13	727.53
						INVOICE TOTAL:	727.53
						VENDOR TOTAL:	727.53
GALL	GALLS, AN ARAMARK COMPANY						
000473134	03/27/13	01	INV#000473134	01-002-003-4690 UNIFORMS		03/27/13	150.42
						INVOICE TOTAL:	150.42
						VENDOR TOTAL:	150.42
GEOBRU	GEORGE BRUST						
MARCH 2013	04/02/13	01	172 MILES X .565 PER MILE	01-001-002-4290 TRAVEL EXPENSE		04/02/13	97.18
						INVOICE TOTAL:	97.18
						VENDOR TOTAL:	97.18
IPODBA	IPO/DBA CARDUNAL OFFICE SUPPLY						
549650-0	03/22/13	01	INV#549650-0	01-002-003-4650 OFFICE SUPPLIES		03/22/13	61.30
						INVOICE TOTAL:	61.30
549857-0	03/27/13	01	INV#549857-0	01-002-003-4650 OFFICE SUPPLIES		03/27/13	34.99
						INVOICE TOTAL:	34.99
5549495-0	03/22/13	01	INV#549495-0	01-001-003-4650 OFFICE SUPPLIES		03/22/13	41.98
						INVOICE TOTAL:	41.98
						VENDOR TOTAL:	138.27
JGUNIN	J.G. UNIFORMS INC.						

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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

JGUNIN	J.G. UNIFORMS INC.						
30170	03/25/13	01	INV#30170	01-002-003-4690		03/25/13	151.93
				UNIFORMS			
						INVOICE TOTAL:	151.93
						VENDOR TOTAL:	151.93
KMPFPD	KONICA MINOLTA PREMIER FINANCE						
225202100	04/02/13	01	INV#225202100	01-001-002-4280		04/02/13	211.81
				RENTAL - CARPET-WATER COOL			
						INVOICE TOTAL:	211.81
						VENDOR TOTAL:	211.81
KMPFVH	KONICA MINOLTA PREMIER FINANCE						
225243831	04/02/13	01	INV#225243831	01-001-002-4280		04/02/13	309.94
				RENTAL - CARPET-WATER COOL			
						INVOICE TOTAL:	309.94
						VENDOR TOTAL:	309.94
KONMIN	KONICA MINOLTA BUSINESS SOLUTI						
224062616	04/02/13	01	INV#224062616	01-002-002-4280		04/02/13	69.82
				RENTALS			
						INVOICE TOTAL:	69.82
						VENDOR TOTAL:	69.82
LAAM	LAUTERBACH & AMEN, LLP						
1044	04/02/13	01	INV#1044	01-001-002-4375		04/02/13	1,000.00
				AUDIT			
						INVOICE TOTAL:	1,000.00
						VENDOR TOTAL:	1,000.00
MEWE	METRO WEST COG						

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/02/2013

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MEWE	METRO WEST COG						
1233	04/02/13	01	INV#1233	01-001-002-4430 DUES		04/02/13	3,500.00
						INVOICE TOTAL:	3,500.00
1254	03/25/13	01	INV#1254	01-001-002-4430 DUES		03/25/13	30.00
						INVOICE TOTAL:	30.00
1270	04/02/13	01	BOARD MEETING	01-001-002-4430 DUES		04/02/13	29.00
						INVOICE TOTAL:	29.00
						VENDOR TOTAL:	3,559.00
MOSA	MORTON SALT, INC						
5400129357	04/02/13	01	INV#5400129357	15-003-003-4600 ICE CONTROL		04/02/13	3,944.24
						INVOICE TOTAL:	3,944.24
5400130635	04/02/13	01	INV#5400130635	15-003-003-4600 ICE CONTROL		04/02/13	1,305.07
						INVOICE TOTAL:	1,305.07
						VENDOR TOTAL:	5,249.31
NICOR	NICOR						
032213	03/22/13	01	ACCT#19-61-05-1000 0	31-001-002-4260 UTILITIES		03/22/13	23.77
						INVOICE TOTAL:	23.77
0322132	03/22/13	01	ACCT#87-56-68-1000 5	31-001-002-4260 UTILITIES		03/22/13	2,637.48
						INVOICE TOTAL:	2,637.48
						VENDOR TOTAL:	2,661.25

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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OFDE	OFFICE DEPOT						
650033816001	03/22/13	01	INV#650033816001	01-002-003-4680 OPERATING SUPPLIES		03/22/13	49.09
						INVOICE TOTAL:	49.09
650033858001	03/22/13	01	INV#650033858001	01-002-003-4680 OPERATING SUPPLIES		03/22/13	1.77
						INVOICE TOTAL:	1.77
						VENDOR TOTAL:	50.86
OSEL	O'SHEA ELECTRIC, INC						
8836	03/27/13	01	INV#8836	01-003-002-4270 STREET LIGHT MAINT.		03/27/13	270.00
						INVOICE TOTAL:	270.00
						VENDOR TOTAL:	270.00
POPH	PURCHASE POWER						
040113	04/02/13	01	ACCT#8000-6060-0111-3005	01-001-002-4320 POSTAGE		04/02/13	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
RKQUSE	R.K. SERVICES INC.						
10249	03/22/13	01	INV#10249	01-002-002-4110 MAINTENANCE - VEHL.		03/22/13	328.05
						INVOICE TOTAL:	328.05
10279	04/02/13	01	INV#10279	01-002-002-4110 MAINTENANCE - VEHL.		04/02/13	34.75
						INVOICE TOTAL:	34.75
10293	04/02/13	01	INV#10293	01-002-002-4110 MAINTENANCE - VEHL.		04/02/13	38.70
						INVOICE TOTAL:	38.70
						VENDOR TOTAL:	401.50

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VILLAGE OF HAMPSHIRE
DETAIL BOARD REPORT

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INVOICES DUE ON/BEFORE 04/02/2013

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

SCHM	FREDI BETH SCHMUTTE						
244	04/02/13	01	INV#244 CONTRACT 90-1	08-008-006-4370		04/02/13	332.50
				LEGAL FEES/PROFESS.SERV.			
						INVOICE TOTAL:	332.50
						VENDOR TOTAL:	332.50
SIFI	SIRCHIE						
0113936-IN	03/22/13	01	INV#0113936-IN	01-002-003-4680		03/22/13	62.97
				OPERATING SUPPLIES			
						INVOICE TOTAL:	62.97
						VENDOR TOTAL:	62.97
THMI	THIRD MILLENNIUM INC.						
15506	04/02/13	01	INV#15506	30-001-002-4340		04/02/13	976.05
				PRINTING/ADVERTISING/FORMS			
						INVOICE TOTAL:	976.05
						VENDOR TOTAL:	976.05
TRCOPR	TRAFFIC CONTROL & PROTECTION						
76522	04/02/13	01	INV#76522	01-003-003-4680		04/02/13	84.70
				OPERATING SUPPLIES			
						INVOICE TOTAL:	84.70
76523	04/02/13	01	INV#76523	01-003-003-4680		04/02/13	558.90
				OPERATING SUPPLIES			
						INVOICE TOTAL:	558.90
						VENDOR TOTAL:	643.60
TRI-R	TRI-R SYSTEMS INCORPORATED						
003543	03/27/13	01	INV#003543	31-001-002-4160		03/27/13	625.00
				MAINT. UTILITY SYSTEM			
						INVOICE TOTAL:	625.00

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VILLAGE OF HAMPSHIRE
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 04/02/2013

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TRI-R	TRI-R SYSTEMS INCORPORATED						
003554	04/02/13	01	INV#003554	30-001-002-4160		04/02/13	375.00
				MAINT. UTILITY SYSTEM			
						INVOICE TOTAL:	375.00
						VENDOR TOTAL:	1,000.00
VAIN	VAFCON INCORPORATED						
1121075	03/27/13	01	INV#1121075	31-001-002-4160		03/27/13	298.41
				MAINT. UTILITY SYSTEM			
						INVOICE TOTAL:	298.41
1121087	03/27/13	01	INV#1121087	31-001-002-4160		03/27/13	828.47
				MAINT. UTILITY SYSTEM			
						INVOICE TOTAL:	828.47
						VENDOR TOTAL:	1,126.88
VEWI	VERIZON WIRELESS						
9701620257	03/27/13	01	INV#9701620257	01-002-002-4230		03/27/13	342.11
				COMMUNICATION SERVICES			
						INVOICE TOTAL:	342.11
9701620258	03/27/13	01	ADM	01-001-002-4230		03/27/13	122.65
				COMMUNICATION SERVICES			
		02	PD	01-002-002-4230			240.18
				COMMUNICATION SERVICES			
		03	ST	01-003-002-4230			151.88
				COMMUNICATION SERVICES			
		04	WTR	30-001-002-4230			33.96
				COMMUNICATION SERVICES			
		05	SWR	31-001-002-4230			39.49
				COMMUNICATIONS SERVICES			
						INVOICE TOTAL:	588.16
						VENDOR TOTAL:	930.27
						TOTAL ALL INVOICES:	48,263.17