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Exhibits

EXHIBIT A LEGAL DESCRIPTIONS OF TRACTS 1 AND 2

EXHIBIT B PRELIMINARY DEVELOPMENT PLAN

EXHIBIT C PLAT OF ANNEXATION

EXHIBIT D INTENTIONALLY OMITTED

EXHIBIT E INTENTIONALLY OMITTED

EXHIBIT F INTENTIONALLY OMITTED

EXHIBIT G INTENTIONALLY OMITTED

EXHIBIT H INTENTIONALLY OMITTED

EXHIBIT I **OAKSTEAD IMPACT/TRANSITION/CONNECTION/BUILDING FEES**

EXHIBIT J DESIGN STANDARDS FOR STREET LIGHTS, ETC.

**ANNEXATION AGREEMENT AND
AMENDMENT TO ANNEXATION AGREEMENT**

This ANNEXATION AGREEMENT and this AMENDMENT TO ANNEXATION AGREEMENT (collectively, the “Agreement”) is made and entered into this ____ day of March, 2021 by and between the VILLAGE OF HAMPSHIRE, ILLINOIS, an Illinois municipal corporation (the “Village”), by and through its President and Board of Trustees (hereinafter referred to collectively as the “Corporate Authorities”) and HAMPSHIRE EAST LLC, an Illinois limited liability company (the “Owner”); Village and Owner are sometimes each individually referred to as a “Party” and sometimes collectively are referred to as the “Parties.”

WITNESS:

WHEREAS, Owner is the title holder of record of the real estate consisting of the territory previously denominated the “Oakstead Community” and containing approximately 501.1 acres legally described as “Tract 1” on Exhibit A attached hereto and made a part hereof (“Tract 1”);

WHEREAS, Owner is the title holder of record of the real estate consisting of property to be added to the Oakstead Community at this time, and containing approximately 59.601 acres legally described as “Tract 2” on Exhibit A attached hereto and made a part hereof (“Tract 2”);

WHEREAS, Tract 1 is within the corporate limits of the Village, having been annexed to the Village along with other real estate pursuant to that certain Annexation Agreement by and between the Village, Owner and others, dated April 14, 2005 and recorded in the office of the Kane County Recorder as Document No. 2005K047722 (“Original Agreement”) which was amended by: (i) a

First Amendment to Annexation Agreement dated May 14, 2007 by and between the Village, Owner and others recorded in the Office of the Kane County Recorder as Document No. 2007K072733 (“First Amendment”), (ii) a Second Amendment to Annexation Agreement dated September 2, 2010 and recorded in the Office of the Kane County Recorder as Document No. 2010K058910 (“Second Amendment”), (iii) a Third Amendment to Annexation Agreement dated February 1, 2018 and recorded in the Office of the Kane County Recorder as Document No. 2018K0115782 (“Third Amendment”), and (iv) a Fourth Amendment to Annexation Agreement dated December 20, 2018 and recorded in the Office of the Kane County Recorder as Document No. 2019K002283 (“Fourth Amendment” and together the Original Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment, collectively referred to herein as the “Tract 1 Annexation Agreement”);

WHEREAS, pursuant to the Tract 1 Annexation Agreement, Tract 1 was zoned in the Village as a Planned Residential Development District;

WHEREAS, Tract 2 lies within unincorporated Kane County, is contiguous to the municipal boundaries of the Village and constitutes territory which may be annexed to the Village as provided by Article VII of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes);

WHEREAS, it is the express intention of the Owner and the Village that this document incorporate two separate agreements herein, one to serve as an independent amendment to the Tract 1 Annexation Agreement and a second to serve as a new annexation agreement; and that for ease of administration this Agreement also includes certain common provisions applicable to both Tract 1 and Tract 2 that are to be incorporated into the two separate Agreements;

WHEREAS, Tracts 1 and 2 are, for convenience, sometimes collectively referred to as the “Property”;

WHEREAS, Owner is duly authorized to enter into this Agreement and the two independent agreements it incorporates;

WHEREAS, Owner desires to amend the Tract 1 Annexation Agreement as hereinafter set forth, the intent being that the Tract 1 Annexation Agreement, to the extent it applies to Tract 1 and not to the other properties identified in and affected by the Tract 1 Annexation Agreement, will be amended and restated in its entirety as herein provided unless specifically noted herein;

WHEREAS, Owner desires that the Tract 1 Annexation Agreement, as it applies to Properties other than Tract 1 shall remain unchanged except as specifically provided for herein and in full force and effect;

WHEREAS, Owner desires and proposes, pursuant to the provisions and regulations of the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (Chapter 6), Village of Hampshire Village Code in effect as of the date hereof and as amended by this Agreement (the “Village Zoning Regulations”), that the zoning classification for Tract 1 as a Planned Residential Development remain in place and be modified as herein provided; that upon its annexation Tract 2 be classified as a Planned Residential Development District; that the permitted uses on the Property include a school facility and detached and attached residences, all pursuant to Article XIV of the Village Zoning Regulations (the “Planned Residential Development District Regulations”); and that a new and revised Preliminary Development Plan as prepared for the Property and submitted to the Village be reviewed and approved;

WHEREAS, Owner has completed a pre-application review of the Property with the Village staff;

WHEREAS, Owner has filed with the Village Clerk an application to zone Tract 2 (the “Application”) as a Planned Residential Development District and said Application has been forwarded to the Corporate Authorities and referred to the Plan Commission of the Village (the “Plan Commission”) and to the Zoning Board of Appeals of the Village for public hearing and recommendation;

WHEREAS, Owner has submitted to the Village with its Application, a preliminary plan for the Property (attached hereto as Exhibit B) which constitutes a Preliminary Development Plan under the Village’s Planned Residential Development District Regulations (the “Preliminary Development Plan”);

WHEREAS, the Preliminary Development Plan identifies tracts of land within the Property as “Neighborhoods” and assigns various uses to those Neighborhoods (when used in this Agreement, “Neighborhood” refers to the Neighborhoods identified on the Preliminary Development Plan);

WHEREAS, the Village staff reviewed the materials submitted by Owner with its Application and Village and the Corporate Authorities have found Owner’s submissions to be complete or, in light of the size and the scope of the proposed developments, to be sufficiently complete to enable the Village to evaluate Owner’s Application, and have determined that Owner’s submissions satisfy the intent of the Village Zoning Regulations, the Planned Residential Development District Regulations, and all other Village ordinances and procedures in all respects except as they may be modified by the terms and provisions of this Agreement and/or as permitted under the Planned Residential Development District Regulations;

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the Plan Commission has held such public hearings as are prescribed by law and after due consideration and public participation has made findings of fact, determinations and recommendations with respect to Owner's Application and such other provisions of this Agreement and matters as were within its purview;

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the Zoning Board of Appeals has held such public hearings (whether conducted as part of a joint hearing or individually) as are prescribed by law and after due consideration and public participation has made findings of fact, determinations and recommendations with respect to Owner's Application, and such other provisions of this Agreement and matters as were within its purview;

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code, a draft of this Agreement was submitted to the Corporate Authorities and a public hearing was held in regard to this Agreement, specifically including a hearing on those parts of this Agreement which serve as an amendment to the Tract 1 Annexation Agreement and those parts of this Agreement that serve as a new annexation agreement for Tract 2, all as provided by ordinance and statute;

WHEREAS, pursuant to the Illinois Municipal Code, including specifically, but without limitation Sections 8-1-2.5 and 11-15.1-1 et seq., the Corporate Authorities are empowered to make commitments to Owner regarding permit fees, impact fees, review fees, connection fees and other fees Owner will be required to pay, and regarding the codes, ordinances and regulations Owner will be required to follow, in connection with its construction of dwelling units within the Property, all in accordance with the terms hereafter set forth;

WHEREAS, the Plan Commission, the Zoning Board of Appeals and the Corporate Authorities have found that the proposed classification of the Property as a Planned Residential Development District, together with the new Preliminary Development Plan for the Property, meet all appropriate standards of the Village and have made findings in support thereof;

WHEREAS, the Corporate Authorities have received and considered the report and recommendations of the Plan Commission and the Zoning Board of Appeals;

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of Tract 2 to the Village and the zoning of the Property on the terms and conditions set forth in this Agreement will enable the Village to control the development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village;

WHEREAS, the Village, in order to ensure the development of the Property in the public interest, requires certain assurances, as hereinafter set forth, that Owner will perform certain acts and fulfill certain conditions prior to the making of any commitment with respect to the zoning and development of the Property;

WHEREAS, Owner, in order to ensure the development of the Property in a manner economically feasible, requires certain assurances, as hereinafter set forth, of certain terms and conditions and the continuation thereof for a definite period of time; and

WHEREAS, the Corporate Authorities of the Village, after due deliberation, by ordinance duly passed, have approved the entering into of the two agreements incorporated in this Agreement and have directed the President and Clerk of the Village to execute this Agreement; and

WHEREAS, the Corporate Authorities of the Village, after due deliberation, by resolution duly passed, have approved the proposed Preliminary Development Plan for the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

I INCORPORATION OF RECITALS.

The preceding recitals are hereby made a part of this Agreement.

II AGREEMENT TO AMEND THE TRACT 1 ANNEXATION AGREEMENT

2.1 Applicable Law.

This Article II is an independent agreement to amend the Tract 1 Annexation Agreement as herein provided and is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code.

2.2 Common Agreement Provisions.

All provisions of this Agreement which affect Tract 1, whether implicitly or explicitly, are incorporated into this Article II and shall be deemed an amendment and restatement in full of all of the rights and obligations between the Parties as to Tract 1 under the Tract 1 Annexation Agreement (and not to the other properties identified in and affected by the Tract 1 Annexation Agreement).

2.3 Village Representations as to Necessary Actions.

The Village represents that it has taken all action(s) and given such notices as may be required and necessary to enact such amendments to, and grant such exceptions from, the Village Zoning Regulations and its other ordinances, codes and regulations, as may be necessary to zone, classify and allow for the development of Tract 1 in the manner described in this Agreement and to enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof. Enactment of the above referenced approvals is anticipated to occur immediately subsequent to the approval of this Agreement by the Corporate Authorities.

2.4 Term of the Tract 1 Annexation Agreement Unchanged.

This Agreement does not extend the term of the Tract 1 Annexation Agreement. The Tract 1 Annexation Agreement shall expire April 13, 2025. Accordingly, the terms and provisions of this Agreement, insofar as they may apply to Tract 1, will have no force and effect after April 13, 2025, except to the extent provided by law.

III AGREEMENT TO ANNEX TRACT 2

3.1 Applicable Law.

This Article III is an independent agreement to annex Tract 2 to the Village on the terms contained herein and pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code.

3.2 Annexation Petition.

Owner has filed with the Village Clerk a proper petition (the “Petition”) and plat of annexation (the “Plat of Annexation,” attached hereto as Exhibit C and made a part hereof)

which Petition requests annexation of Tract 2 (along with certain adjacent rights of way) to the Village pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code.

3.3 Enactment of Annexation Ordinance.

The Corporate Authorities shall enact an ordinance (the “Annexation Ordinance”) annexing Tract 2 (along with certain adjacent rights of way) to the Village concurrently with the Village’s execution of this Agreement. Certified copies of the Annexation Ordinance, along with copies of the Plats of Annexation, shall be recorded by the Village with the Kane County Recorder’s Office, at Owner’s expense.

3.4 Common Agreement Provisions.

All provisions of this Agreement which affect Tract 2, whether implicitly or explicitly, are incorporated into this Article III and shall be deemed part of the annexation agreement between the Parties as to Tract 2 (the “Tract 2 Annexation Agreement”).

3.5 Village Representations as to Necessary Actions.

The Village represents that it has taken all action(s) and given such notices as may be required and necessary to enact such amendments to, and grant such exceptions from, the Village Zoning Regulations and its other ordinances, codes and regulations, as may be necessary to zone, classify and allow for the development of Tract 2 in the manner described in this Agreement and to enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof. Enactment of the above referenced approvals is anticipated to occur immediately

subsequent to the approval of this Agreement by the Corporate Authorities at the same Board meeting.

3.6 Term of the Tract 2 Annexation Agreement.

This Agreement as it relates to Tract 2 will be binding on all Parties for a term of 20 years from the date hereof. In the event that the annexation hereby provided for shall be challenged in any legal proceeding, then, to the extent permitted by law, the period of time during which such proceedings are pending final determination shall toll the term of this Agreement as it relates to Tract 2.

IV ZONING.

4.1 Approval.

4.1.1 Enactment.

Concurrent with the enactment of the Annexation Ordinance, the Corporate Authorities shall enact an ordinance or ordinances: (i) approving this Agreement; (ii) annexing Tract 2; (iii) classifying Tract 2 within and as a Planned Residential Development District in the Village; and (iv) granting approval of the Preliminary Development Plan for the Property. The foregoing ordinance or ordinances zoning Tract 2 pursuant hereto shall not conflict with this Agreement nor shall any such ordinance provide for an expiration of the Property's zoning as a Planned Residential Development District. It is the intent of the Parties to create a permanent zoning classification of Planned Residential Development District for the Property which shall remain in effect until altered or revoked in the manner provided by law. The Parties agree that the subdivision ordinances applicable to

the Property are ordinances relating to the zoning of the land as that term is used in Section 11-15.1-2 of the Illinois Municipal Code.

4.1.2 Conflicts.

After this Agreement is so approved, the Property is so zoned and the Preliminary Development Plan is so approved, notwithstanding any provision of the Village Zoning Regulations or any other Village ordinance now in effect or adopted during the term of this Agreement in conflict herewith, only the Village provisions and standards regulating the use of the Property as herein set forth shall apply to the Property. To the extent any provision of this Agreement, or the ordinances zoning the Property contemplated herein, conflict with the provisions of other Village ordinances affecting the Property, the provisions and standards contained in this Agreement and in the ordinances zoning the Property shall control. The Village makes no representations as to other jurisdictions with regulatory power over the Property.

4.2 Approval of the Preliminary Development Plan for the Property.

4.2.1 Approval of Preliminary Development Plan.

The Corporate Authorities acknowledge that they have reviewed all initial supporting documentation they deemed necessary and hereby approve the Preliminary Development Plan for the Property. The Preliminary Development Plan incorporates deviations, departures, concepts, design criteria, and material specifications which may vary from the Village Zoning Regulations, the Village Subdivision Ordinance or any other Village ordinance now in effect. It is the intent of the Corporate Authorities that to the extent either the Preliminary Development

Plan or this Agreement (and its exhibits) varies from or conflicts with any Village ordinance now in effect or adopted during the term of this Agreement, the Preliminary Development Plan and this Agreement shall control.

4.2.2 Further Approvals (Zoning, Subdivision, Engineering, etc.).

Following approval of the Preliminary Development Plan, the Preliminary Development Plan shall not expire and no further zoning approval or hearings shall be required as a prerequisite to the issuance by the Village or the receipt by the Owner of the building permits necessary to the development of any portion of the Property in accordance with the zoning provided for in this Agreement; provided, however, that the Owner shall be required to obtain approval of a Final Development Plan as described in Article VI of this Agreement, for the portion of the Property then being developed in accordance with the terms of this Agreement. The Owner's right to develop the Property in substantial conformance with the Preliminary Development Plan shall be, and is hereby, vested, subject to Owner's compliance with any and all requirements of the regulations governing Planned Residential Developments contained in the Village Code. The Final Development Plan submitted for any portion of the Property thereof, may provide for residential lots which are larger or smaller in area or of a different shape than those shown on the applicable Preliminary Development Plan and any such modification of lot size or shape shall not be deemed a material deviation from the Preliminary Development Plan which would require a public hearing under the provisions of the Zoning Code governing Planned Residential Development Districts, so long as (i) the average lot area for all residential lots shown on that Final Development Plan

shall not be reduced by more than 5%; and (ii) no lot shall be less than the minimum lot size currently shown on the Preliminary Development Plan. Notwithstanding such permitted reductions in average residential lot area, such reductions shall not be the basis for increasing the total number of residential lots to be developed on the Property above the total number of residential lots shown on the Preliminary Development Plan.

4.3 Continuation of Current and Interim Uses.

Village acknowledges that portions of the Property are used for agricultural purposes and that, notwithstanding any ordinance or law of the Village or any other provision of this Agreement, the Property may be used for agricultural purposes (including public or private nurseries) during the life of this Agreement and so long as the Property remains zoned as a Planned Residential Development District and thereafter as permitted by law.

4.4 Interpretation.

Should a proposed use not be specifically described or assigned a classification under the Planned Residential Development District ordinance or the Village Zoning Regulations (an “Undefined Use”), it shall be interpreted by the Village Manager, or if there be no Village Manager at the time, then by the person serving as Zoning Administrator in the Village, based upon a described use that the proposed use is most similar to and the classification for the similar use shall be applied to the Undefined Use. If the Owner disagrees with said interpretation, it shall have the right to appeal said interpretation to the Zoning Board of Appeals, through the Village ordinance appeals process.

V USE STANDARDS.

The provisions of this Article V, along with the Preliminary Development Plan and the other provisions of this Agreement, shall control the development of, and be the standards applicable to, the Property.

5.1 Single Family Detached Dwelling Standards.

The Preliminary Development Plan sets out standards for the construction of single family detached dwellings on the Property (such as lot width, yard size, permitted encroachments, maximum building height and minimum lot size). To the extent the standards shown on the Preliminary Development Plan conflict with Village ordinances, the standards shown on the Preliminary Development Plan shall control.

5.2 Duplex Dwelling Standards.

The Preliminary Development Plan sets out the standards for the construction of single family attached duplex dwellings on the Property (such as lot width, yard size, permitted encroachments, maximum building height and minimum lot size). To the extent the standards shown on the Preliminary Development Plan conflict with Village ordinances, the standards shown on the Preliminary Development Plan shall control. The setbacks for duplex units shall be those applicable to buildings as opposed to individual dwelling units.

5.3 Townhome Dwelling Standards.

The Preliminary Development Plan sets out the standards for the construction of townhome dwellings on the Property (such as lot width, yard size, permitted encroachments, maximum building height and minimum lot size). To the extent the standards shown on the Preliminary Development Plan conflict with Village ordinances, the standards shown

on the Preliminary Development Plan shall control. The setbacks for townhome units shall be those applicable to buildings as opposed to individual dwelling units. Townhomes shall be developed in buildings which contain attached townhome dwellings which may be conveyed in fee simple subject to a declaration establishing a “common interest community” as defined in Section 9-102 of the Illinois Civil Code or as “units” subject to provisions of the Illinois Condominium Property Act, without further subdivision or approval by the Village. Since consistent design, color schemes and elevations enhance the value and attractiveness of areas comprised of buildings containing townhomes, Townhome Neighborhoods shall not be subject to the Village anti-monotony codes and the provisions herein dealing with monotony.

VI FINAL DEVELOPMENT PLANS.

At any time after the date hereof, Owner may submit and Village may approve, subject to applicable Village Zoning Regulations, including the modified procedures set forth in this Agreement and the Planned Residential Development Ordinance for the Property, final plans (“Final Development Plans”) for all or any part of the Property. It is the Parties’ intent that Final Development Plans shall be in substantial compliance with the Preliminary Development Plan (except to the extent modifications are allowed by this Agreement or by the Village Zoning Regulations). The Parties recognize that the practicalities of development may require Owner to submit Final Development Plans that vary in minor respects from the Preliminary Development Plan. The Village agrees that the Owner may submit Final Development Plans which vary from the Preliminary Development Plan in minor respects which the Village shall approve, without public hearing, provided they are in substantial compliance with the Preliminary Development

Plan. The realignment of roads, rights-of-way and easements and increases or decreases in rights-of-way and easements from those shown on the Preliminary Development Plan are examples of minor variations and shall not be reason for a public hearing. A Final Development Plan with minor variations shall be considered to be in substantial compliance with the Preliminary Development Plan.

The Village acknowledges that the Property shall be developed in phases, each of which shall be the subject of a Final Development Plan. No limitation shall be imposed upon Owner with respect to the number of phases as to which Final Development Plans may be submitted at any time, the number of phases that may be under construction at any one time, the location of phases under construction, the length of time it takes to develop a phase or the sequence in which phases shall be developed. The right to receive approval of a Final Development Plan for the entire Property or any phase within the Property shall not expire.

VII SUBDIVISION APPROVALS AND RESTRICTIONS.

7.1 Criteria.

The Parties acknowledge that the existing Village subdivision ordinances (“Village Subdivision Ordinance”) would, without modification, limit flexibility in design of certain elements of the Property, limit the Owner’s ability to develop the Property as a Planned Residential Development District and potentially limit the economic contribution of the Property to the Village. Accordingly, and consistent with the purposes, objectives, and standards in a Planned Residential Development Zoning District in the Village, the Village Subdivision Ordinance and future subdivision ordinances adopted by the Village will apply to the Property only to the extent it or they do not conflict with the criteria shown on the

Preliminary Development Plan or the provisions of this Agreement. If at any time there is a conflict between the Village Subdivision Ordinance and the criteria provided on the Preliminary Development Plan, the less restrictive shall control.

7.2 School Site.

The Preliminary Development Plan contemplates a school site to be developed on a northern portion of the Property which consists of approximately 11 acres of unsubdivided land. Unless otherwise required by State law, the school site may be conveyed to the school district without a subdivision plat being first approved by the Village.

VIII UTILITIES.

8.1 No Action Pending Which Would Interfere with Utilities.

To the best of the Village's knowledge and belief, there is no administrative, judicial, or legislative action pending or being threatened that would result in a reduction of, or limitation upon, Owner's right to use the sanitary sewer and potable water supplies and systems serving the Village.

8.2 Onsite Water Distribution Facilities.

Owner shall be responsible for designing, obtaining permits for, constructing and financing the onsite water distribution mains necessary to service the Property. Owner shall terminate the water mains at the Property lines when required, so that future developments outside of the Property may be served. Owner shall oversize water mains when required to do so by the Village so that adjacent lands may be served, and the costs incurred to so over-size mains shall be subject to recapture from the properties benefiting from such oversized mains based on each property's pro-rata Population Equivalents ("P.E.") share. The

Village shall enact Recapture Ordinances on behalf of Owner to recapture such costs, consistent with Section 9.2 below.

8.3 Water Connection Fees and Sewer Connection Fees.

Village and Owner agreed in the Second Amendment to the Tract 1 Annexation Agreement that, in consideration of cancellation of certain Special Service Area debt and obligations, the water connection fees and the sewer connection fees otherwise payable when building permits are issued for the lots subject to the Tract 1 Annexation Agreement would be deemed prepaid in perpetuity; and in addition, that payments of water connection fees and sewer connection fees to the Village for a total of 4,900 Population Equivalent (“PE”) from users in Future Developments (as defined in the Tract 1 Annexation Agreement) who utilize the water and sewer components of the Integrated System (as defined in the Tract 1 Annexation Agreement); or until July 26, 2037, whichever first occurs, will be paid over to Owner in certain percentages. It is the intent of this Agreement that the obligations and rights of Owner in that regard and under the terms of the Second Amendment remain unchanged except as herein provided.

For purposes of this Agreement, the agreement that connection fees are prepaid for the Property shall apply to all 1,013 dwelling units to be constructed in the Oakstead Development under the Preliminary Development Plan.

For purposes of payments due from the Village to Owner in relation to Future Developments, the total PE from users in Future Developments shall be reduced by 707 PE to a total of 4,193 PE, on account of the additional 202 dwelling units (1,013 DU – 811

DU = 202 DU) to be added to the Oakstead development in accordance with the Preliminary Development Plan.

Accordingly, payments of water connection fees and sewer connection fees received by the Village, for a total of 4,193 PE, from users in Future Developments (as defined in the Tract 1 Annexation Agreement) who utilize the water and sewer components of the Integrated System (as defined in the Tract 1 Annexation Agreement), or until July 26, 2037, whichever first occurs, shall be paid over by the Village to Owner based on the water connection fees and sewer connection fees shown in accordance with the percentages set out in the Second Amendment. Any percentage due to the Village pursuant to the Second Amendment, and any additional amount charged by the Village based on its then-current connection fees that, in the aggregate, exceeds \$5,200.00 per unit, shall be retained by the Village.

As used herein, PE shall be measured in accordance with IEPA standards. Reduction in Repayment from Offsite Connection Fees.

Annually, on a date established by the Village, the parties shall share information regarding the number of connections permitted within the Future Developments in the prior calendar year along with the amount collected for such connections, the amount paid by the Village to Owner and Hampshire West LLC and the number of PE remaining under the above formula.

8.4 Water Service and Connections.

Throughout the term of this Agreement, and upon commencement of work upon the Property water system, the Village shall allow connection of the buildings and structures

built on the Property to the Property water system and to the Village's water supply system for all purposes, including fire protection. The parties understand and agree that the Property water system is designed and intended to create sufficient water supply and storage to serve the uses planned for the Property. Throughout the term of this Agreement, the Village shall at all times reserve for use on the Property sufficient water supply and storage in its system(s) to serve the uses planned for the Property, reduced from time to time by the amount of water supply and storage actually utilized for the Property. Village represents that no moratorium or other regulatory restriction exists at this time which would limit the Village's ability to provide water to the Property.

8.5 Installation in Easements

Owner shall be responsible to install all public utilities within the easements provided therefor on the Final Development Plan(s) for the development of the Property.

IX RECAPTURE.

9.1 No Recapture Applicable to Property.

Notwithstanding any provision in any development or other agreement the Village may now be a party to or may in the future enter into, the Property shall not be subject to any recapture obligation or obligation of accelerated payment.

9.2 Recapture of Infrastructure Costs Advanced.

If any components of the infrastructure improvements for the Property, including part or all of the Property's waste water system and water system, roadway improvements, rights-of-way, easements and intersection improvements, including signalization, are designed and constructed by the Owner with the approval of the Village so as to benefit other real

estate (the “benefited properties or property”), then the Village shall adopt a recapture agreement within 120 days of a request from Owner. Recapture agreements shall be in form and substance reasonably acceptable to Owner and the Village, and shall obligate the properties benefited by such improvements to pay to the Village (for the benefit of Owner) such property’s share of the total cost of said improvements (including hard and soft costs related to the design and installation of said improvements) plus interest at the prime rate from time to time published in The Wall Street Journal (computed from the date of installation until paid to Owner), or as otherwise agreed by the parties.

The following is an example of a recapture calculation: assume that the Village determines that a waterline to be constructed by the Owner must be increased from 8” to 10” in order to serve other properties and that the other properties benefited will utilize 25% of the capacity of the 10” line; assume further that the cost of installing an 8” line is \$170,000 and the cost of installing a 10” line is \$200,000 (an additional \$30,000); the benefited properties would pay 25% of the total cost of installing the 10” line (\$50,000), not the difference in cost (\$30,000) to install the larger line. If the foregoing method of calculating recapture is prohibited by State law, the method provided in the statutes for such calculations shall be used.

For non-roadway improvements, each property’s share of such cost shall be computed on a per acre basis or P.E. basis (if applicable and adequate information is available to make such a determination at the time the recapture ordinance is requested) or as otherwise agreed by Owner and Village. For roadway improvements including signalization, each property’s share of such cost shall be computed on a per corner basis or on a street frontage basis.

Each property's share of its recapture obligation shall be paid to the Village upon approval of a final plat or final planned unit development plan for any part of the property so benefited. The recapture agreement shall additionally provide that the Village shall make reasonable attempts to collect the recapture fees and shall be obligated to bring suit to enforce collection of the fees, and that the Owner will agree to bear the cost of enforcing or defending the recapture agreement. In no event shall the Village be liable to Owner for payment of any part of the recapture claimed by Owner.

X ROADS AND HIGHWAYS.

10.1 Roads and Highways.

Owner shall construct and pay for those roadway and intersection improvements mandated by the Illinois Department of Transportation ("IDOT") or the Kane County Department of Transportation ("KDOT") in relation to Owner's access points to state and county roadways adjacent to the Property; provided, however, that Owner shall not be responsible for improving (or acquiring right-of-way for): (a) the intersection at U.S. Highway 20 and Big Timber Road; or (b) any other regional roads beyond the limits of the Property.

10.2 Owner's Roadway Improvements.

Owner at Owner's expense shall undertake the roadway improvements shown on the Preliminary Development Plan. Such improvements shall include the following:

10.2.1 Access from US Route 20.

Rural cross section with turning lane improvements required by IDOT for safe access into the Property at the access points on US Route 20 shown on the Preliminary Development Plan.

10.2.2 Access from Big Timber Road.

Rural cross section with turning lane improvements required by KDOT for safe access into the Property at the access points on Big Timber Road shown on the Preliminary Development Plan.

XI DEVELOPMENT PROVISIONS.

Notwithstanding any provision of any Village ordinance now or hereafter in effect, the Property shall be developed in accordance with the following standards:

11.1 Design Criteria.

The design criteria shown on the Preliminary Development Plan, and the development standards specified on Exhibit “N” to the Tract 1 Annexation Agreement shall be the standard for development within the Property. To the extent any provision of this Agreement or any Village ordinance now or hereafter in effect conflicts with the Preliminary Development Plan and the development standards specified on Exhibit “N” to the Tract 1 Annexation Agreement, it is intended the Preliminary Development Plan and the development standards specified in said Exhibit “N” shall govern and control.

11.2 Roads and Streets.

11.2.1 Street Lights

Owner shall provide street lighting at all intersections of streets within the Property with roadways under the jurisdiction of KDOT or IDOT, in accordance with the requirements of KDOT or IDOT, as applicable; and also, shall provide adequate lighting of public streets within the Property, in accordance with Section 7-3-8 of

the Village Code and shall use the style of light standard shown on Exhibit J attached hereto and made a part hereof.

11.2.2 Sidewalks.

Sidewalks shall be 5' in width and shall be constructed with 5" thick Portland Cement/Concrete P.C.C. with 4" Aggregate Base in accordance with the Preliminary Development Plan. Pedestrian paths shall be 8' wide and shall consist of a 2" thick bituminous surface course and 8" thick aggregate base and shall generally be located in accordance with the Preliminary Development Plan. Compacted crushed limestone pathways may be utilized in open space areas and conservation areas with natural vegetation.

11.2.3 Pavement Design.

The road pavement within the Property shall be developed in accordance with the standards set forth in the Preliminary Development Plan.

11.2.4 Block Design.

Section 7-4-3: "Block Standards" of the Village Subdivision Ordinance shall not apply to the Property; block standards shall be as shown on the Preliminary Development Plan. Notwithstanding anything to the contrary in the Village Subdivision Ordinance, the longest block in Neighborhood N is 1345 feet measured along centerline and is permitted.

11.2.5 Street Design.

All streets constructed within the Property shall be dedicated public streets. The Owner shall have no obligation to make roadway improvements or dedications of

right-of-way to the Village for roadway improvements except as provided for in this Agreement and the Preliminary Development Plan.

11.2.6 Cul-de-sacs

The Preliminary Development Plan shows the cul-de-sacs allowed within the Property and to the extent there is a conflict between the Preliminary Development Plan and any subdivision or other ordinance regulating the design of cu-de-sacs, the Preliminary Development Plan shall control. All cul-de-sacs shall have a minimum right-of-way diameter of 120 feet and a minimum street diameter back to back of curbs of 90 feet at the bulbs of the cul-de-sac. Cul-de-sacs may be asymmetrical in shape.

11.2.7 Entry Monuments.

Permanent entry monuments and related improvements may be constructed at any location within the Property, provided they are placed within easements, outlots, or private property for which a homeowner's association, as per the applicable declaration of protective covenants, shall be responsible for maintaining; and, provided they do not interfere with public utilities or interfere with sight lines for traffic movements.

11.2.8 Street Lighting and Signage

No occupancy permits shall be issued for any Neighborhood until street signs (which may be temporary signs) and traffic control signs have been installed and streetlights erected on light posts ("standards") as shown on Exhibit J have been

installed and are fully operational. All temporary street signs shall be in form reasonably approved by the Village Engineer.

11.2.9 Streets - Final Lift.

Owner shall have the right, but not the obligation, to install the final lift of surface course to roadways within any Neighborhood during the year that the binder course is installed, subject to the approval of the Village engineer (the “Village Engineer”), provided surety is posted against damage to the pavement by construction traffic in accordance with Village Ordinances and such surety shall remain posted for twelve (12) months after the Village accepts the improvements. The Owner shall install the final lift of street at such time as it deems appropriate in keeping with the development schedule for the surrounding area. Owner shall also be required, at the request of the Village, to install the final lift of any street within the Property if the binder course has been exposed to three or more winter seasons. After completion of the construction and/or acceptance of any street or road within the Property by the Village, and if construction traffic of Owner or its agents or employees continues to utilize said street or road, Owner shall be responsible for keeping the street or road free from construction debris, and further, Owner shall be responsible for repair of damages to the street or road caused by such construction traffic of its agent and employees.

11.2.10 Street Names.

Owner shall submit to the Village for approval, prior to approval of any Final Development Plan for any Neighborhood, a list of street names for all streets shown on the applicable portion of the Preliminary Development Plan.

11.2.11 Street Maintenance

Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, Owner shall perform the following tasks: (i) inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site; and (ii) periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.

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

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

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

11.2.12 Acceptance of Public Improvements.

The Village shall issue its Certificate of Completion for all public improvement(s) on the Property, including but not limited to sanitary sewer mains and appurtenances, lift stations, force mains, storm water collection piping and appurtenances, detention/retention facilities, water mains and appurtenances, booster stations, pressure reducing valves, water storage tanks, water treatment plants, water wells, sidewalks, right-of-way, roadways, street lights, street signs, parkway trees and turf in accordance with the following procedure: After (i) receipt of notice from Owner that specified and identified public improvements within the Property have been completed, and (ii) delivery to the Village of all required documentation in regard to such improvements, consistent with the applicable Final Development Plans, the Village Engineer shall inspect such improvements and shall use best efforts to indicate, in writing, either his approval or disapproval of the same within 45 days. Provided, in the event that the required inspection is or will be hindered or prevented by weather conditions, or by force majeure as herein defined, and in particular as to roadways and sidewalks, winter weather conditions or snow cover, the Village Engineer shall promptly notify the Owner and the parties shall cooperate to schedule a future date for the inspection.

The Village Engineer's review and inspection of the public improvements shall be based on the standards set forth in the applicable Final Development Plans. If such

improvements are approved, the Village Engineer shall issue a Certificate of Completion. If such improvements are not approved, all reasons therefor shall be set forth in a written notice to Owner. Upon Owner's correction of the items set forth in said notice, the Village Engineer, at Owner's request, shall re-inspect the improvements not previously approved and shall either approve or disapprove said improvements, in writing, within 30 days of receipt of Owner's notice requesting said re-inspection, in accordance with the process described herein. Thereafter, upon issuance of a Certificate of Completion by the Village Engineer, the Village shall accept such improvements pursuant to the provisions of Section 7-5-1(C) of the Village Code. After acceptance by the Village, the Village shall be responsible for operating and maintaining the accepted improvements, subject to the requirement imposed on Owner pursuant to Section 7-2-4(D) of the Village Code, to post a maintenance bond for a period of one year after such acceptance.

11.2.13 Residential Sidewalks.

Since Owner is a developer of residential lots in the Neighborhoods for resale to homebuilders and is not, itself, a homebuilder, Owner shall not be required to make all sidewalks continuous through vacant lots before the streets and underground utilities in any Neighborhood may be accepted by the Village. Owner may choose to install a continuous sidewalk through any and all vacant lots in any Neighborhood at such time as the other public improvements are accepted for such Neighborhood or to provide a separate letter of credit for those sidewalk sections not yet completed. The Village shall accept all improvements within the Neighborhood with the exception of sidewalks upon completion of the acceptance

criteria listed above. The Village shall not be obligated to accept any sidewalks within a Neighborhood until continuous sidewalks have been installed throughout the entire Neighborhood, in accord with the Preliminary Development Plan. A building permit may be obtained for a lot prior to the time a sidewalk is built up to the boundaries of or across the lot; provided, however, that Owner shall not be excused from installing such sidewalk thereafter. Sidewalks need not be installed across an undeveloped lot until such a time that home construction activities are complete on the lot. However, after thirty-six (36) months following the Village's acceptance of the streets in a Neighborhood, Village may elect to have the Owner install sidewalks in front of all lots on one side of the street in any block where an occupied home is located.

11.2.14 Residential Appearance Standards.

11.2.14.1 Monotony.

Owner agrees to apply and enforce the anti-monotony standards set forth in Exhibit "K" to the Tract 1 Annexation Agreement throughout the Neighborhoods except within those Neighborhoods in which townhomes are constructed.

11.2.14.2 Landscaping Plan and Tree Conservation.

Landscaping shall be in accordance with the Preliminary Development Plan. No preliminary landscape plan shall be required before the Owner's submission of a final landscape plan. Owner shall not be required to submit

a tree conservation plan until such time as it submits its final landscape plan and all tree planting and mitigation shall be as provided in such plan.

11.2.15 Occupancy Permits.

The Village shall not be required to issue a final occupancy permit for a lot until the sidewalk and driveway apron have been installed, all required parkway trees have been planted, and final grading and seeding have been completed on said lot per the requirements of the Village Code and this Agreement. Notwithstanding the foregoing, Village will issue temporary occupancy permits in situations where such improvements (other than street signs and traffic control signs necessary for safety and directional purposes) have not been made due to matters beyond Owner's control (such as weather), provided all other requirements for an occupancy permit have been met, including but not limited to requirement for posting a cash deposit with the Village to secure completion of said improvements.

11.2.16 Trees.

Owner shall be responsible for the planting, live growth, and preservation of planted trees for any lot for a period of time equal to one year after notice that all trees have been installed within a specified Neighborhood has been given to the Village (the "warranty period"). Owner shall provide a separate letter of credit for such trees for the one-year warranty period. Upon expiration of the warranty period, maintenance responsibilities for the trees shall be automatically passed on to the owner of the lot immediately adjacent to the right-of-way in which the tree exists. Delays in planting or replacing trees shall not be a reason for denying a

certificate of occupancy if such delay is to take advantage of prime planting times such as autumn.

11.3 Buildable Lots Defined.

For purposes of interpreting Village Ordinances and this Agreement, a Buildable Lot shall be a single parcel of land which may be legally described as such or may be 1 or 2 or more numbered lots or parts of such lots in a recorded subdivision plat, and occupied by or intended for occupancy by, one principal building which shall contain a single dwelling unit if the building is a single family detached residence; two dwelling units if the building is a duplex building; or three or more dwelling units if the building is a townhomes building, together with accessory buildings and uses, yards, and other open spaces.

11.4 Building and Other Permits.

11.4.1 Review and Issuance of Permits and Approvals.

11.4.1.1 Application for Building Permit.

Except as expressly provided elsewhere in this Agreement and except for model homes as provided below, following Village approval of a Final Development Plan for a Neighborhood or part thereof, application may be made for, and the Village shall issue, building permits within 15 days after receipt of a complete application therefor. To be considered complete an application shall include a site plan and shall comply with the provisions of this Agreement and all requirements of the Village ordinances as modified by this Agreement. For purposes of this Section, a complete building permit application shall include all required documents, including but not limited

to, design/building plans, Energy Conservation Code path-prescriptive or performance, IL licensed structural engineer stamped truss drawing calculations, Plumbing Contractor Letter of Intent, IL Plumbing Licenses, IL Roofers Licenses, and a plat of survey. No building permits shall be issued for Neighborhoods lacking temporary street signs. Owner shall be notified immediately if a submitted application is incomplete.

11.4.1.2 Disapproval.

If any application for building permit is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the application within 5 business days of the date of denial.

11.4.1.3 Final Engineering Plans.

Village agrees within 45 days of its receipt thereof to review and comment upon any Final Development Plans submitted by Owner for any Neighborhood, and to approve the submittal within 45 days of receipt of a fully complying set of plans. Village shall review any complete Illinois Environmental Protection Agency (“IEPA”) application prepared for filing by Owner within 10 business days of Village’s receipt of same and shall sign the permit application as soon as it has approved the application notwithstanding the fact that the Final Engineering Plan for that Neighborhood has not yet been approved by the Village. If after the time of such submittal, review of Owner’s Final Engineering Plans makes necessary a change or changes to the applicable IEPA permit application,

Owner shall be solely responsible for filing an amended application with IEPA and/or preserving with IEPA the log number and priority position of said application for purposes of IEPA review and approval. After approval of the Final Grading Plans by the Village Engineer, Owner may undertake, at its own risk, grading operations regardless of whether or not the Final Development Plan has been approved by the Village.

11.4.1.4 Final Grading Plans.

The Village shall, within 45 days of receipt of an application for a grading permit with a full set of plans, review and approve the final grading plans submitted by Owner.

11.4.1.5 Statement of Disapproval.

If any application for approval of a Final Development Plan or building plan application is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the Final Development Plan or building plan application.

11.4.1.6 Resubmission.

Owner shall thereafter resubmit the Final Development Plan or building plan application, and Village shall, within 30 days of receipt of same, review the changes made. It is the intent of the Parties that there not be a re-review of the entire Final Development Plan or building plan application when re-submitted. Upon resubmission, only the corrected parts and other parts

reasonably necessary to be reviewed in order to understand the corrections and changes shall be reviewed.

11.4.2 Master Building Permit Application.

Owner shall have the right to submit a master building plan for each different model of dwelling unit to be constructed within the Property, consistent with the filing requirements set forth above; provided, for any change to a master building plan for a particular home, the application for building permit shall include design/building plans, Energy Conservation Code path, and the stamped truss drawings and calculations for such permit.

11.4.2.1 Modifications of Master Building Plan.

After master building plans have been approved, no further submission or approval of building plans shall thereafter be required for the issuance of a building permit for the construction of any building pursuant to an approved master building plan. Applications which include modifications to a previously approved master building plan shall be subject to review by the Village pursuant to Section 11.4.2 above.

11.4.2.2 Requirement for Building Permits.

Nothing herein shall be construed as a waiver of the requirement that a building permit be obtained and the appropriate permit fee paid as required by the Village building code for each permit.

11.4.2.3 Early Permit Application.

Owner may apply for building permits to begin construction upon portions of the Property prior to the availability of storm sewer, sanitary sewer, paved streets and water facilities to serve the structures to be constructed upon such portions of the Property. Upon approval of such application(s), the Village shall issue building permits to portions of the Property where such public improvements are not available, for single-family detached, and attached, model homes, prior to completion of such public improvements, but shall not issue certificates of occupancy until such improvements are available.

Construction of such homes may not begin until at least a stone haul road leading to the premises adequate to handle emergency vehicles and to provide access for Village inspectors has been constructed and approved by the applicable fire protection district. Model homes may not be opened to the public until the binder course has been installed on the adjacent street and said street shall have been substantially constructed (except for punchlist items), inspected and approved by the Village Engineer.

No dwelling unit shall be occupied, and no other building permits for a Neighborhood shall be issued by the Village, until the public improvements with a binder course on all streets have been substantially completed within that Neighborhood and inspected and approved by the Village Engineer, except for minor punchlist items.

The Village shall permit the Owner, and its duly authorized representatives, to install temporary waste water holding tanks, water facilities temporary sewage treatment facilities, and unpaved, granular roads to serve sales offices, model homes and other temporary structures permitted under this Agreement, provided that, except for trailers and temporary structures, such tanks and water facilities shall be permitted by the Kane County Health Department and shall be removed and disconnected, at the Owner's sole cost, within 60 days of the date that permanent public sewer and water systems become available and the structures are connected thereto and provided further that the Owner shall pave such roads when that portion of the Property is developed.

11.4.3 Occupancy Permits Prior to Completion of Certain Improvements.

It is acknowledged that events of force majeure may make appropriate the issuance of building and occupancy permits prior to completion of the public improvements within a Neighborhood. The Village shall grant occupancy permits for buildings within a Neighborhood at such time as public improvements within that Neighborhood having an Approved Final Development Plan (other than the final lift on any street) are substantially complete. Issuance of occupancy permits shall also be subject to Section 11.2.15 above.

11.5 Land Development.

11.5.1 Special Conditions of Development.

The following special conditions of development shall apply to the Property.

11.5.1.1 Land Development Activities.

Any time after the execution of this Agreement, and prior to approval of the Final Development Plan for any Neighborhood or other part of the Property, Owner may, at its own risk, undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading (“Earthwork”) in and upon such Neighborhood or portion of the Property after having complied with the Village requirements.

11.5.2 Installation of Utilities.

Utilities within a Neighborhood need not be looped if the utilities, as designed for the Neighborhood, will provide adequate service unless looping is required by the applicable Preliminary and Final Development Plans. Unless physically necessary to serve a Neighborhood, the Owner shall have no obligation to construct water mains and sanitary sewer lines unless a Final Development Plan encompassing the area in which any such lines are to be located has been approved by the Village, and the Owner has undertaken the development of such area. Provided, however, in the event that the owner(s) of an adjacent property is reasonably required to connect to any of said utilities and can do so within established rights-of-way, and easements within the Property, Owner shall grant a right of access for construction within said easements to such adjacent owners.

11.5.3 Rights-of-way.

In the event that the Owner determines that additional off-site rights-of-way may be necessary to complete or provide service to the road and utility infrastructure on the Property in the most economic manner and accordance with good design and good engineering practices, Owner shall be responsible for all costs and expenses in connection with the obtaining such rights of way and easements. To the extent such rights-of-way and easements benefit other properties, all or an applicable portion of the sums paid by the Owner shall be recaptured in the manner set forth in Article IX.

11.5.4 Completion of Improvements.

Public improvements shall be completed in the normal course of the development of the Property and need not be completed within a certain amount of time after the approval of the Final Development Plan.

11.5.5 Security for Public Improvements.

Upon the Village's approval of a Final Development Plan for a Neighborhood, Owner shall post letters of credit or bonds as its surety for public improvements in the amount of 125% of Engineer's Cost Estimate (the "Construction Security"). As public improvements are completed by the Owner, the Construction Security posted for the completed improvements shall be reduced and released by the Village but such reductions shall not reduce the Construction Security to an amount which is less than 10% of the original amount. Upon acceptance of the improvements by the Village, Owner shall post letters of credit or bonds for its maintenance obligation for such accepted public improvements in the amount of

10% of the Construction Security posted for the accepted public improvements (the “Maintenance Security”) as required under § 7-2-4 of the Village Code, to cover defects in labor and materials but not items of general and ordinary maintenance, and the Construction Security shall be released. The Maintenance Security shall be released and returned to Owner when the one-year maintenance period for the applicable public improvement has been satisfied and ends. Except as may be required by Kane County ordinances, mass grading improvements as shown on the Grading Plans shall not require the posting of Maintenance Security.

11.5.6 Security for Private Improvements.

Security for private site improvements shall not be required, except as required by Section 11.2.13.

11.5.7 Construction Trailers.

The Owner shall have the right to maintain construction trailers, storage trailers and storage facilities on the Property, subject to obtaining a permit therefor.

11.5.8 Construction Hours.

Construction activities on the Property shall be conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday.

11.6 Landscaping.

Landscaping shall be in accordance with the Owner’s final landscape plan and tree conservation plan approved by the Village. No other landscaping standards or criteria, tree

preservation ordinance, landscape ordinance, or aesthetic control ordinance shall apply to the Property.

11.7 Signage.

11.7.1 Signage.

Subject to permits issued in accordance the development standards set described in Section 11.1 above, the Owner shall have the right to construct, install and maintain signs on the Property advertising the sale and marketing of dwelling units constructed in the Property (including temporary flags for sales events on the model home sites within the Property) until all residential lots in the Property are sold. Owner may maintain up to four (4) double-faced advertising signs up to 10' x 30' in area and up to three (3) double-faced advertising signs up to 10' x 10' in area, which may be erected and maintained at any location within the Property, provided such signs are placed within easements, outlots, private property or common areas subject to maintenance by Owner, a homebuilder developing within the Property or a homeowner's association established per the applicable declaration of protective covenants; and provided further, such signs do not interfere with public utilities and do not interfere with sight lines for vehicular traffic movements. All of such signs shall be maintained in good and presentable condition at all times, and shall be promptly removed as a condition of issuance of the last remaining building permit for any dwelling unit on the Property or portion of the Property to which the sign is applicable. Such signs shall be removed when sales within the Property are concluded. Subject to Village approval, Owner shall be permitted to reasonably illuminate the signs, including the signs at entrances to the Property and to

individual Neighborhoods and in model areas, to ensure their visibility, and directed onto each respective sign so as not to spill over beyond the sign face.

11.8 Models, Sales and Construction Offices.

11.8.1 Model Home Areas.

Owner shall have the right to contract with homebuilders to construct and maintain multiple model home areas within the Property. Such builders shall be required to obtain building permits and certificates of temporary occupancy with respect to such models subject to the other provisions of this Agreement. Builders may utilize their models as sales offices for the marketing of homes in the Property. There shall be no overnight occupancy at such models. Signs to identify model home parking, hours, model names and directional signs shall be permitted.

11.8.2 Sales Trailers.

Builders shall have the right to maintain sales offices in temporary structures and in sales trailers located on the Property in addition to sales offices in model homes. For purposes of this Agreement, a double-wide trailer shall be considered as one trailer. Builder shall be required to obtain building permits and certificates of occupancy for sales offices in such temporary structures and sales trailers.

11.8.3 Installation of Models and Sales Offices Prior to Final Development Plan Approval.

Models homes, sales trailers, temporary structures used for sales offices and signs may be constructed and maintained on any portion of the Property prior to approval of a Final Development Plan and the installation of utilities, subject to the restrictions contained herein. Temporary fencing may be installed to enclose model home sites and sales office sites, including parking areas, when installed prior to

approval of a Final Development Plan. Exterior lighting approved by the Village may be installed in such areas.

XII DECLARATIONS OF PROTECTIVE COVENANTS.

There shall be recorded against the residential portions of the Property declarations of protective covenants, conditions, and restrictions similar to the declaration for the Prairie Ridge Home Owners' Association recorded pursuant to the Tract 1 Annexation Agreement (the "Property Declaration"). The declaration to be recorded may, at the owner's discretion, provide for common areas, common facilities and community amenities. It is possible that Neighborhoods may also be subject to declarations of protective covenants applicable only to that Neighborhood in addition to the Property Declaration (a "Neighborhood Declaration"). Neighborhoods comprised of townhomes may also be subject to a declaration of condominium ownership in accord with the Illinois Condominium Property Act or a common interest community. The Property Declaration and all Neighborhood Declarations shall, at a minimum, contain the following provisions unless expressly waived by the Village:

12.1 Right to Enforce.

Provisions giving the Village the right, but not the obligation, to enforce covenants or maintenance obligations of the association.

12.2 Entry on to Common Areas.

Provisions giving the Village the right, upon 30 days' prior written notice specifying the nature of a default under the covenants, to enter upon any common area and cure such default, or cause the same to be cured at the cost and expense of the association or the homeowners and giving the Village an immediate right in an emergency situation to

demand immediate cure of any default, and no such cure being made, to cure the default or cause the same to be cured at the cost of and expense of the association or the homeowners.

12.3 Right to Lien.

Provisions giving the Village the right to charge or place a lien upon the property of the Property association or the Neighborhood association (as the case may be) for the repayment of such costs and expenses, including reasonable attorneys' fees, incurred in the Village enforcing its rights thereunder.

12.4 No Amendment.

Provisions prohibiting the covenants, conditions and restrictions of a declaration expressly granting rights or remedies to the Village to be amended without the approval of the Village.

XIII FEES AND DONATIONS.

Notwithstanding any provision of any Village ordinance now or hereafter in effect. Neither Owner nor the Property shall be required to make any land/cash donation, or to pay any impact fees or transition fees other than the land/cash donations, impact fees, and transition fees described in this Article XIII, as the land/cash donations to be made, and the impact fees and transition fees to be paid by Owner or the Property.

13.1 Annexation and Zoning Fees Waived.

Owner shall not be obligated to pay any annexation, zoning or rezoning or acreage fees in regard to the Property.

13.2 Municipal and District Donations and Impact Fees.

Attached hereto as Exhibit I is a schedule of all of the Municipal and District land/cash donations, impact fees, transition fees, or other assessments applicable to the Property, for the following purposes: the Village's Public Use, School, Parks and Recreation, Fire Protection, library, transportation improvements, cemetery, township, and early warning sirens. Owner agrees to make such land/cash donations, and to pay such impact fees transition fees, and other assessments, for such purposes as are listed in Exhibit I. The amounts of such land/cash donations, impact fees, transition fees and other assessments shall not be increased during the first 5 years of this Agreement following the recording of the first final plat within the Property (the "First Plat Date"). No new land/cash donations, impact fees or transition fees adopted by the Village shall be applicable to the Property during the first 5 years following the First Plat Date. After the end of the first 5 years following the First Plat Date, and except for land/cash donations and impact fees which are fully satisfied by Owner as provided herein, the amounts then applicable in the Village for land/cash donations, impact fees, and transition fees shall be applicable to the Property. Neither Owner nor the Property shall be liable to satisfy any increases in land/cash donations, or to pay any increases in the amount of any impact fees or transition fees until a period of 6 months after the time of establishment of any increased amount shall have elapsed. All land/cash donations shall be made, and all impact fees and transition fees paid, at the time of building permit application.

Notwithstanding the foregoing, the parks shown on the Preliminary Development Plan and identified as "Public Parks" are the only land dedications / land donations that will be required of the Owner, the remainder of the Owner's land/cash donation obligations to be satisfied by the fees herein provided.

13.2.1 Minimum Park Site Improvement Standards.

The Preliminary Development Plan identifies parks as either “Public Parks” or “Association Parks.” (parks to be owned by the owner’s association for the Property). The parcels identified as parks in this Agreement or on the Preliminary Development Plan shall be graded and seeded by the Owner with sidewalk and parkway trees installed along all street frontage with one water line, and one sewer service line stubbed at the edge of the property. These improvements shall be completed for each park within 24 months after the date the Village Board approves a Final Development Plan for the Neighborhood adjacent thereto.

13.2.2 Park Improvements.

13.2.2.1 Additional Park Equipment.

In addition to the minimum park improvements listed in Section 13.2.1, Owner shall design and install not less than \$35,000 worth of play equipment, benches, gazebos, trellis and/or landscaping or other park enhancements (collectively “Park Enhancements”) at one location within each park. However, with the approval of the Hampshire Park District, Owner may install more or less equipment in any Public Park, so long as the total investment by Owner in Park Enhancements in all Public Parks shall not in the aggregate be materially more or less than \$35,000 per site. Since Owner’s obligation to donate Park Enhancements exceeds Village Ordinance requirements, Owner shall not be required to post bonds for these improvements. The final design and location of Park Enhancements in each

park shall be determined by the Owner after consulting with the Village Engineer and the Village Planner for Association Parks and with the Village Engineer, the Village Planner and the Hampshire Park District for parks that are Public Parks. Park Enhancements shall be installed within 24 months after the Village Board approves the Final Development Plan for the Neighborhood or Parcel adjacent thereto. Owner may request that the Village or the Hampshire Park District accept dedication of one or more Association Park which neither entity shall be required to accept.

13.2.2.2 Owners' Association Facilities.

Owner reserves the right to designate one Association Park as a site for an owners' association facility and upon such designation, the park so designated shall no longer be an Association Park and shall no longer be subject to this Article XIII and, when developed, shall be conveyed to the owner's association for the Property for ownership and maintenance responsibilities.

13.3 Satisfaction of Certain Fees and Contributions.

In consideration of the commitments by Owner herein provided, no Wastewater Treatment Contributions, Water Supply and Storage Contributions, Sanitary Sewer Facility and Treatment Plant Contributions or Water Tower and Facility Contributions shall be paid by Owner or by any owner of the Property. The Property shall receive a prepayment credit for all such fees as provided in Section 8.3.

13.3.1 Review Fees.

Inspection fees and plan review fees shall be assessed on a case-by-case basis, based on actual costs. Such fees shall be subject to the provisions of Section 14.3.

13.3.2 Other Applicable Fees.

At all times, permit fees, application fees, water and sewer user charges, and any other fees or charges not specifically addressed in this Agreement shall be those generally applicable throughout the Village at time of application (for example, for permit) or usage (for example, of water or sewer services), as the case may be.

13.3.3 Fee Provisions Part of the Planned Residential Development District Approval.

This Article XIII is integral to the successful development of the Property as a Planned Residential Development District and is incorporated in the entitlements granted by such District and shall continue in effect so long as the zoning classification of the Property remains unchanged.

XIV IMPLEMENTATION OF AGREEMENT.

14.1 Governmental Services.

The Corporate Authorities agree to aid and support Owner in any effort it makes to have mail delivered directly to buildings within the Property or in any request Owner makes to the postal authorities in regard to the delivery of mail or the provision of U.S. Mail services.

14.2 Permits.

The Village shall cooperate with the Owner, at Owner's expense, in applying for and obtaining such governmental permits and approvals as may be required from time to time

to develop the Property in accordance with this Agreement and the Preliminary Development Plan. Such permits and approvals shall include, but not be limited to, those issued or required by Kane County, IDOT, IEPA, the United States Environmental Protection Agency and the Army Corps of Engineers, the Illinois Department of Natural Resources and the U.S. Fish and Wild Life Department for any purpose, including access, construction and use of sewer and water mains, construction and use of roadways (including access points and "curb-cuts") construction and use of storm water detention areas and wetlands mitigation.

14.3 Reimbursement of Village Consultant Fees.

Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable for review of all or any part of the design, plans, agreements, or any other element or feature of the development, in accordance with applicable provisions of the Village Code. The obligation of Owner shall include depositing such sum with the Village Clerk as is required by written Village policy in effect at the time of approval of this Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the parties to arbitration. If the parties cannot decide upon an arbitrator within 15 days, the matter shall be submitted to the American Arbitration Association for determination in accordance with their procedures. The cost of the arbitration shall be divided equally between the Village and the Owner. The decision of the arbitrator shall be binding.

14.4 Litigation Brought Against the Village.

- 14.4.1** The Village agrees to cooperate with Owner in the defense of any lawsuits or claims brought by any person or persons in regard to the following matters: i) this Agreement and the Exhibits thereto; ii) the annexation of Tract 2, or any part thereof; iii) the zoning of the Property; iv) any Preliminary or Final Development Plans for the Property; and v) any suit for condemnation for all or any portion of the Property (brought by any other governmental body).
- 14.4.2** In the event of any such lawsuit naming the Village as a party, the Owner may elect to appear and defend the litigation on behalf of the Village in which case the Owner and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village in the case.
- 14.4.3** In the alternative, the Owner may tender the defense of the matters to the Village, in which case the Owner and the Village shall by mutual agreement choose an attorney or attorneys to represent the Village in the case.
- 14.4.4** In either event, the Owner shall reimburse the Village for the costs incurred by the Village in such defense, including reasonable attorneys' fees.
- 14.4.5** The Village and the Owner will cooperate with each other as necessary to defend any such lawsuit.

14.4.6 In the event the Owner is able to settle any such litigation or claim against the Owner and/or the Village, the Village may then elect to join in such settlement, subject to the following:

14.4.7 If the Village declines or refuses to join in such settlement, then from and after the time of such declining or refusal the Owner shall have no obligation to reimburse the Village for its costs, and reasonable attorney's fees incurred thereafter.

14.4.8 The Owner shall be liable and responsible for any and all obligations imposed by the terms of any such settlement, except to the extent that such settlement includes any provision that the Village itself shall pay costs, damages or other monetary award, and such settlement is approved and joined in by the Village. In such case, the Village shall be responsible and liable to pay such agreed costs, damages or other monetary award.

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

14.5 Ordinances.

The Village shall, from time to time, enact such ordinances or amend such ordinances as may reasonably be necessary to carry out and enable the Village to carry out the agreements contained herein. Notwithstanding anything contained herein, any amendments to existing ordinances or new ordinances adopted by the Village during the term of this Agreement

(other than amendments to International Code Council Ordinances adopted by the Village which shall apply to the Property) that conflict with provisions of this Agreement or limit or restrict the rights granted herein to Owner or increase obligations over those contained herein, shall not apply to the Property.

14.6 Certification of Ordinances.

At Owner's request, the Village Clerk shall certify copies of the Village Zoning Ordinance and other documents referenced herein to facilitate later interpretation of this Agreement.

14.7 Corporate Authorities.

The parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the Village are entering into this Agreement in their corporate capacities as members of such a group and shall have no personal liability in their individual capacities.

14.8 Facilitation of Development.

It is understood and agreed by the parties hereto that the successful consummation of this Agreement requires their continued cooperation. The Village and Owner hereby evidence their intent to always cooperate in the resolution of mutual problems and their willingness to facilitate the development and the use of the Property as contemplated by the provisions of this Agreement.

14.9 Enforceability of this Agreement.

This Agreement shall be enforceable by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described, subject to the venue provisions of Section 14.19 below.

14.10 Annexation Ruled Invalid.

If for any reason the annexation of all of Tract 2 is ruled invalid, then this Agreement shall remain in effect and the Corporate Authorities agree that they shall, as soon as possible, upon proper petition, which Owner shall promptly provide, annex Tract 2 to the Village in a valid manner upon the terms and conditions contained herein.

14.11 Invalidity of Agreement Provisions.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. The intent of this Agreement is to incorporate two agreements, each independent of the other. One agreement amends the Tract 1 Annexation Agreement and the second is an annexation agreement for Tract 2. If any provision of this Agreement is ruled invalid and the invalid provision pertains only to Tract 1 or only to Tract 2, then the Agreement shall remain in full force and effect as it relates to the unaffected Tract.

14.12 Invalidity of Zoning.

If for any reason the zoning is ruled invalid for part or all of the Property by a court of competent jurisdiction, then, provided such ruling is not due solely to Owner's breach of this Agreement, the Corporate Authorities agree that they shall immediately take such action as may be required to grant in a valid manner the zoning and special uses contemplated herein.

14.13 Assignment.

If all or a portion of the Property is conveyed to another, the grantor shall have the right in connection therewith to expressly assign to the grantee any and all rights and obligations grantor may have under this Agreement which affect the portion of the Property conveyed; and, if grantor, by written notice provides to the Village Clerk the name and address of the grantee, and specifically identifies the portion of the Property that has been conveyed; and if grantor also delivers to the Village Clerk: (i) written evidence of such grantee's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event the grantor shall have no further obligations under this Agreement relating to the portion of the Property conveyed. Notwithstanding the foregoing, all grantees of any portion of the Property shall be deemed to have been assigned the rights arising hereunder which relate to the development and construction of structures thereon.

14.14 Time of the Essence.

It is understood and agreed that time is of the essence of this Agreement and that all parties will make every reasonable effort, including calling of special meetings, to expedite the subject matters hereof. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

14.15 Binding Effect of Agreement.

This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns. It is the express intent of the parties that the

provisions of this Agreement not create, either expressly or equitably, any third party beneficiary except for builders who purchase building lots from Owner.

14.16 Notices.

Any notice required pursuant to the provisions of this Agreement shall be in writing and be hand delivered, sent by overnight courier, or sent by certified mail return receipt requested, postage prepaid, to the following respective addresses until notice of change of address is given, and shall be deemed received, if hand delivered, when so delivered, if courier delivered, the day following deposit of the notice with the courier or, if mailed by certified mail, on the fifth business day following deposit in the U.S. Mail.

If to Owner: Hampshire East LLC
c/o Crown Property Development
1751 West Diehl Road, Suite A
Naperville, IL 60563
Attn: Theresa O. Frankiewicz

With copies to: Gould & Ratner
222 North LaSalle Street
Suite 300
Chicago, Illinois 60601
Attn: John H. Mays

If to Village Clerk - Village of Hampshire
234 South State Street
Hampshire, Illinois 60140

With copies to: Bazos, Freeman, Schuster & Pope, LLC
1250 Larkin Avenue
Suite 100
Elgin, Illinois 60123
Attn: Mark Schuster

14.17 Default.

In the event any party defaults in its performance of its obligations set forth in this Agreement, then any non-defaulting party shall give notice to the defaulting party setting

forth the alleged default in detail. The defaulting party shall have 60 days to cure the default or provide evidence that such default shall be cured in a timely manner if it cannot be cured during said period. In the event that the defaulting party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default shall be cured in a timely manner, then following expiration of said 60 day period, any non-defaulting party may seek to enforce this Agreement in any court of competent jurisdiction by an appropriate action at law or in equity.

14.18 Conflicts with Village Ordinances.

If, in interpreting this Agreement or considering matters affecting the Property, a conflict arises or exists between Village ordinances and this Agreement, this Agreement and its exhibits shall control, and all such conflicting ordinances of the Village shall, insofar as they conflict with this Agreement and its exhibits and apply to the uses and operations of the Property which are provided for in this Agreement, be deemed of no force and effect. The parties intend that Owner shall comply with those ordinances of the Village which do not conflict with this Agreement.

14.19 Venue.

In the event that this Agreement must be enforced by judicial proceedings, the parties agree that such proceedings shall be conducted only in the Circuit Court in Kane County, Illinois.

14.20 Eminent Domain Proceedings.

The Village shall, if the Village determines that such action is necessary to implement this Agreement, institute condemnation or eminent domain proceedings for such purpose as the acquisition of right-of-way and easements not acquired by Owner. The costs of such

eminent domain proceedings, including attorneys' fees, court costs and appraisal fees, shall be borne by Owner.

14.21 Definitions.

Terms not specifically defined in this Agreement shall have the meanings attributed to them in the Village Zoning Ordinance.

14.22 Force Majeure.

As used in this Agreement, the term "force majeure" includes: strikes, lock-outs, other labor disputes and shortages of qualified tradesmen; bankruptcy filings by contractors and materialmen; inability to procure or rationing of necessary materials and supplies; power failures, shortages of power generation equipment and rolling blackouts; acts of God and nature including storms, floods, extreme heat or cold, tornadoes, disease, pandemics and pestilence, and other natural events which hinder or prevent construction; delays by permitting authorities to process permit applications after application has been made; institution of proceedings and administrative or judicial orders halting or restricting work during the pendency of such proceedings; governmental restrictions; enemy action, acts of terrorism, war, or civil commotion or unrest; inability of or delays in obtaining offsite easements or rights of way; fires, unavoidable casualties or other causes beyond the reasonable control of Owner.

14.23 Owner.

When the term Owner is used in this Agreement it refers to Hampshire East LLC or another entity which has purchased or contracted to purchase or acquired title as a dedication or conveyance of a portion of the Property from Hampshire East LLC and has submitted

applications for Final Development Plans and other final approvals to the Village; has posted bonds or other security for the installation of public improvements; has submitted applications for building permits and certificates of occupancy in connection with the development of the Property and the construction of residential; commercial or retail; religious, institutional, cultural and recreational uses and structures on the Property.

14.24 Entire Agreement.

This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all other prior agreements, negotiations and understandings, written and oral dealing with the subject matter, and is a full integration of the entire Agreement of the parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Corporate Authorities and Owner have caused this instrument to be executed by their respective proper officials, duly authorized to execute the same, on the day and year first above written.

VILLAGE:

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

Attest:

By:

By:

Village Clerk

Its President

STATE OF ILLINOIS)
)
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Hampshire, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Village President and Village Clerk, they signed and delivered the said instrument as President and Village Clerk caused the corporate seal of said Village to be affixed thereto, pursuant to authority, given by the Village of Hampshire Village Trustees as the free and voluntary act and deed of said Village for the uses and purposes set forth.

Given under my hand and official seal, this ____ day of _____, 2021.

Notary Public

Owner:

HAMPSHIRE EAST LLC, an Illinois
limited liability company

By:

Name: _____

Title: Authorized Signatory

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and delivered the said instrument as a free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this ____ day of _____, 2021.

Notary Public

HAMPSHIRE WEST LLC, an Illinois limited liability company, agrees and consents to the terms of Section 8.3 of this Agreement.

HAMPSHIRE WEST LLC, an Illinois limited liability company

By:
Name: _____
Title: Authorized Signatory

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and delivered the said instrument as a free and voluntary act for the uses and purposes set forth.

Given under my hand and official seal, this ____ day of _____, 2021.

Notary Public

EXHIBIT A
LEGAL DESCRIPTIONS OF TRACTS 1 AND 2

Tract 1 Legal Description:

Tract 2 Legal Description:

EXHIBIT B
PRELIMINARY DEVELOPMENT PLAN

EXHIBIT C
PLAT OF ANNEXATION

EXHIBIT D
INTENTIONALLY OMITTED

EXHIBIT E
INTENTIONALLY OMITTED

EXHIBIT F
INTENTIONALLY OMITTED

EXHIBIT G
INTENTIONALLY OMITTED

EXHIBIT H
INTENTIONALLY OMITTED

EXHIBIT I
OAKSTEAD IMPACT/TRANSITION/CONNECTION/BUILDING FEES

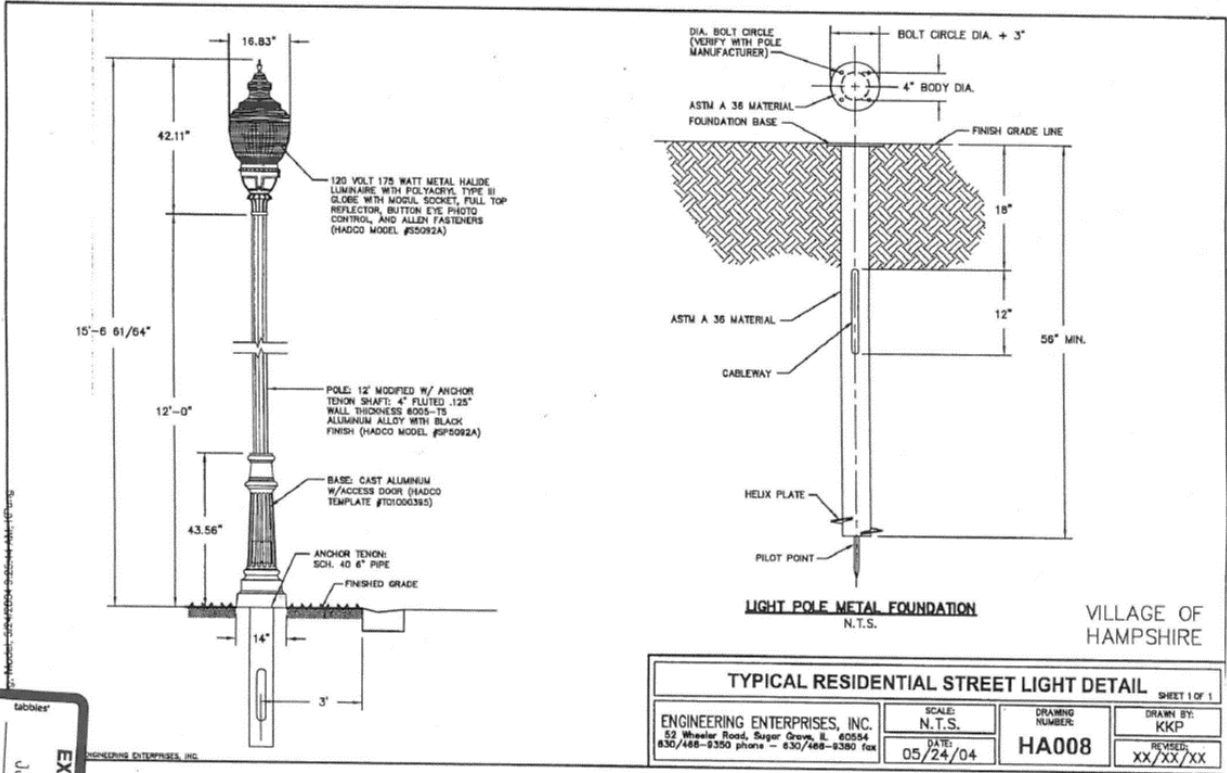
Please note: All fees below shall be paid at the time of building permit application.

Fee Type	Single Family Detached Home Fees (Per Unit)	Single Family Attached Home Fees (Per Unit)
Impact Fees		
School District*	Prepaid	Prepaid
Park*	Prepaid	Prepaid
Public Use	\$ 608.20	\$ 608.20
Fire	\$ 170.00	\$ 170.00
Library	\$ 150.00	\$ 150.00
Transportation	\$1,390.60	\$1,390.60
Early Warning	\$ 0.00	\$ 0.00
Cemetery	\$ 50.00	\$ 50.00
Transition Fees		
Municipal **	\$ 667.00	\$ 667.00
School District **	\$3,639.35	\$3,639.35
Park	\$ 330.89	\$ 330.89
Fire	\$ 743.48	\$ 743.48
Library	\$ 112.50	\$ 112.50
Township	\$ 115.00	\$ 115.00
Sewer & Water Connection Fees		
Sewer Connection Fee	\$0.00 - Prepaid	\$0.00 - Prepaid
Water Connection Fee	\$0.00 - Prepaid	\$0.00 - Prepaid

* The land / cash obligation for both school and park purposes have been fully satisfied through land contributions by Crown.

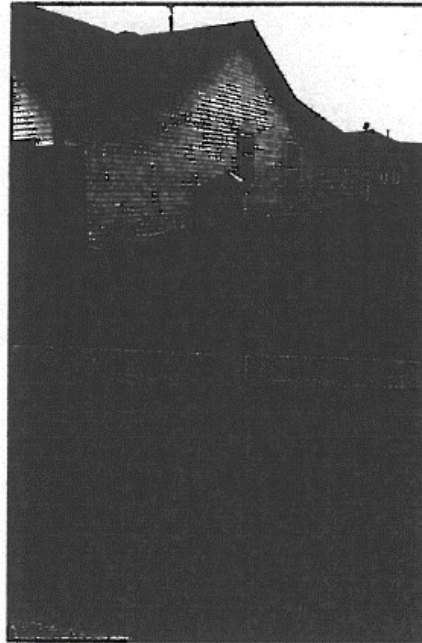
** Transition fees will be subject to modification by a percentage increase or decrease in the Consumer Price Index each calendar year beginning 60 months after the date of execution of the Agreement.

EXHIBIT J
DESIGN STANDARDS FOR STREET LIGHTS, ETC.



tabbies
EXHIBIT
JJ

ExH. P



YALE DOUBLE

- 4"x4"x.125 Wall, 6063-T52 Extruded Aluminum Post
- Heavy Cost Aluminum Support Arm, 319 Alloy (chromated)
- Heavy Cost Aluminum Cap, 319 Alloy
- Gloss Black Powder Coat Finish
- Black T1 Mailboxes (two)
- 1 1/8" Cold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
MAILBOX SERVICE, INC.
10753 WOLF DRIVE
HUNTLEY, IL 60142
(847)669-2752

VILLAGE OF
HAMPSHIRE

COPYRIGHT © 2002 ENGINEERING ENTERPRISES, INC.

DUPLEX MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60054
630/466-9350 phone - 630/466-9380 fax

SCALE:
N.T.S.

DRAWING
NUMBER:

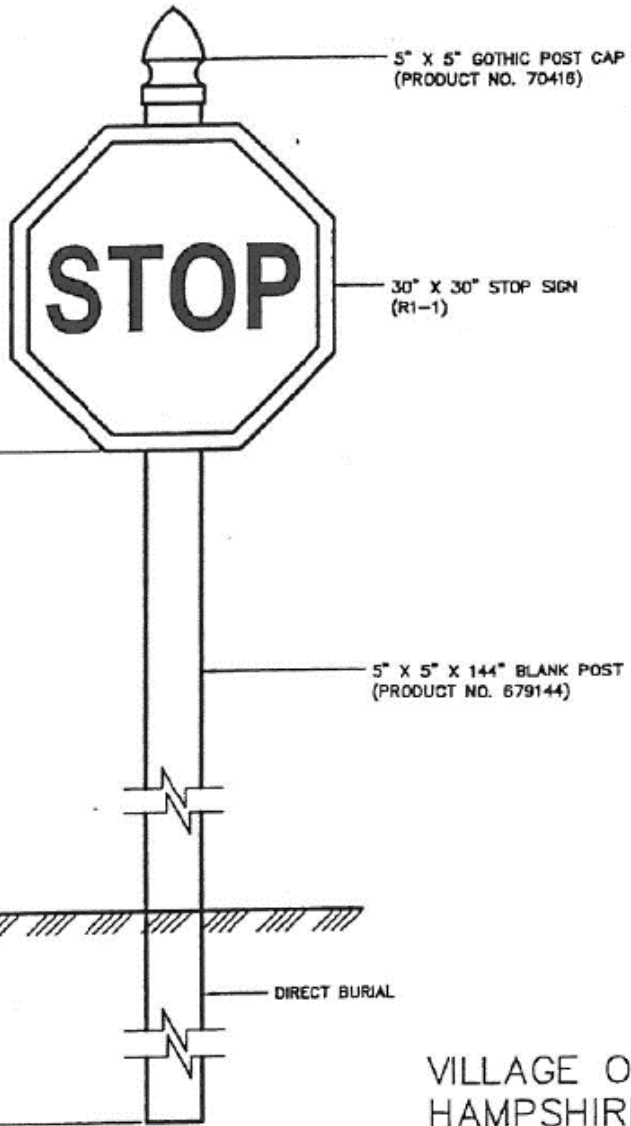
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KKP

DATE:
05/18/04

HA005

REVISED:
XX/XX/XX

NOTE:
 CAP AND POST MANUFACTURED BY
 GALVESTON.
 PVC CAP AND POST WITH WHITE
 FINISH.
 STOP SIGN INSTALLED WITH STEEL
 BANDS.



VILLAGE OF
 HAMPSHIRE

COPYRIGHT © 2002 ENGINEERING ENTERPRISES, INC.

STOP SIGN DETAIL

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
 52 Wheeler Road, Sugar Grove, IL 60554
 630/488-9350 phone - 630/488-9380 fax

SCALE:
 N.T.S.

DATE:
 05/18/04

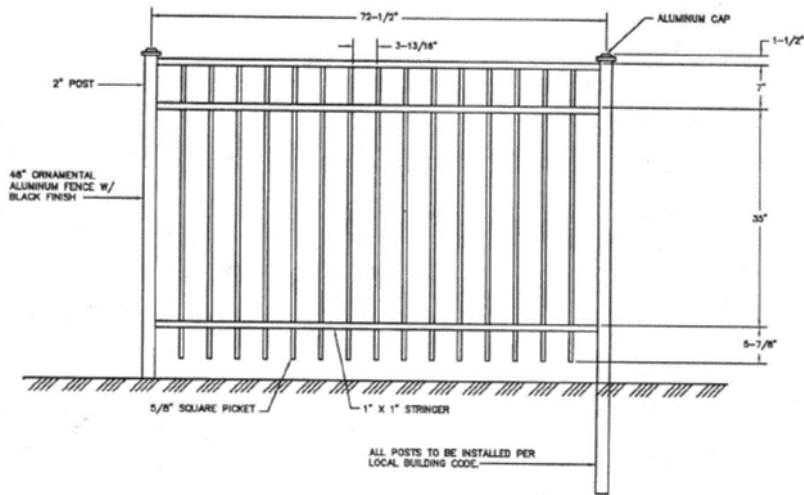
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 KKP

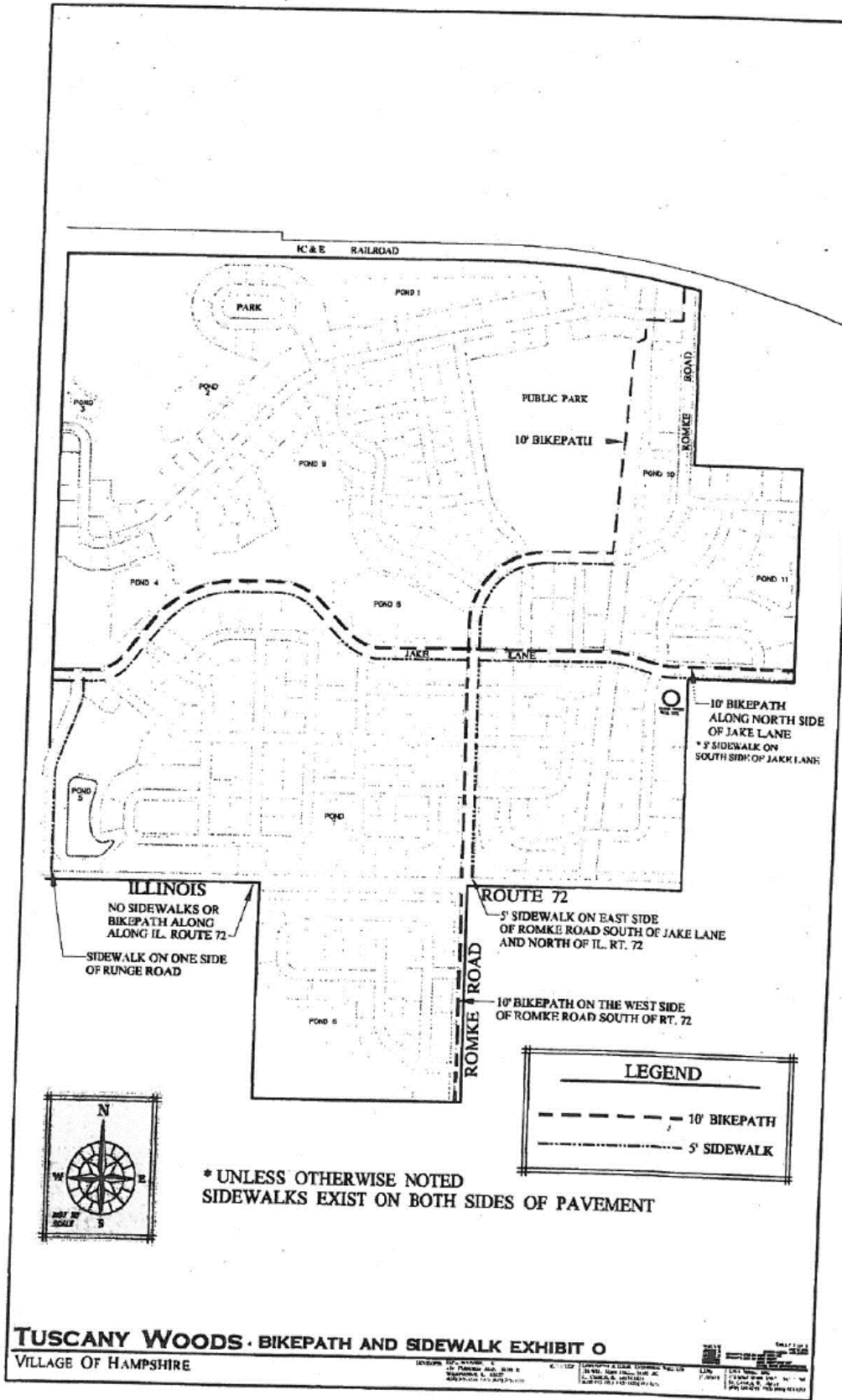
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VILLAGE OF HAMPSHIRE

TYPICAL FENCE DETAIL				SHEET 1 OF 1
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	DATE: 05/18/04		REVISION: XX/XX/XX	



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