



Village of Hampshire
Village Board Meeting
Thursday, March 21, 2024 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. A Motion to Approve the Meeting Minutes from March 7, 2024
6. Public Hearings
 - a. Public Hearing regarding the Establishment of Special Service Area (SSA) No. 30 for Brier Hill Ventures/Midwest Companies.
 - b. Public Hearing regarding the Approval of an Annexation Agreement for Tinajero Subdivision for the properties located at 44W459 & 44W369 Big Timber Road.
7. Village Manager's Report
 - a. Lennar Homes - Residential Subdivision Concept Presentation.
 - b. A Motion to Approve the Distribution of Fire District Impact Fees to the Hampshire Fire Protection District.
 - c. Ordinances Approving the following for the Tinajero Subdivision Development:
 - i. Ordinance Approving an Annexation Agreement for Tinajero Subdivision
 - ii. Ordinance Approving the Annexation of Tinajero Subdivision
 - iii. Ordinance Approving the Preliminary & Final Plat of Subdivision for Tinajero Subdivision
 - iv. Ordinance Approving the Map Amendment (Rezoning) for Tinajero Subdivision
 - v. Ordinance Approving the Special Use for Tinajero Subdivision
 - vi. Ordinance Approving the Variance for Tinajero Subdivision
8. Staff Reports
 - a. Police Report
 - b. Streets Report
9. Accounts Payable
 - a. A Motion to Approve the March 21, 2024, Accounts Payable to Personnel.
 - b. A Motion to Approve the March 21, 2024, Regular Accounts Payable.

10. Village Board Committee Reports
 - a. Business Development Commission
 - b. Public Works Committee
 - c. Budget Committee
11. New Business
12. Announcements
13. Executive Session
14. Adjournment

Public Comments: The Board will allow each person who is properly registered to speak a maximum time of five (5) minutes, provided the Village President may reduce the maximum time to three (3) minutes before public comments begin if more than five (5) persons have registered to speak. Public comment is meant to allow for expression of opinion on, or for inquiry regarding, public affairs but is not meant for debate with the Board or its members. Good order and proper decorum shall always be maintained.

Recording: Please note that all meetings held by videoconference may be recorded, and all recordings will be made public. While State Law does not require consent, by requesting an invitation, joining the meeting by link or streaming, all participants acknowledge and consent to their image and voice being recorded and made available for public viewing.

Accommodations: The Village of Hampshire, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the Village at 847-683-2181 to allow the Village to make reasonable accommodations for these persons.



Village of Hampshire
Village Board Meeting Minutes
Thursday, March 7, 2024 - 7:00 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. **Call to Order**

Village President Michael J. Reid, Jr. called to order the Village Board Meeting at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, March 7, 2024.

2. **Roll Call by Village Clerk, Karen Stuehler:**

Present: Village President Michael J. Reid, Jr., Trustee Heather Fodor, Trustee Aaron Kelly, Trustee Toby Koth, Trustee Lionel Mott, Trustee Pollastrini, Trustee Erik Robinson.

Absent: None.

A Quorum was Established.

3. **Pledge of Allegiance**

Village President Michael J. Reid, Jr. led the Pledge of Allegiance.

4. **Public Comments**

Resident Samantha Abbott spoke about some concerns.

5. **A Motion to Approve the Meeting Minutes from February 15, 2024**

Trustee Kelly moved to approve Meeting Minutes with corrections for the Village Board Meeting of February 15, 2024.

Seconded by: Trustee Robinson.

Roll Call Vote:

Ayes: Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Abstain: Fodor

Motion Approved.

6. Officer Sean McGreevy was sworn in by Chief Pann.

7. **Appointments**

a. **A Motion to Approve the Appointment of Bill Swalwell as a Commissioner for the Business Development Commission.**

Trustee Kelly moved to approve a Motion to Approve the Appointment of Bill Swalwell as a Commissioner for the Business Development Commission.

Seconded by: Trustee Mott.

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

b. **A Motion to Approve the Appointment of Bill Swalwell as a Member of the Downtown Beautification Committee.**

Trustee Pollastrini moved to approve the Appointment of Bill Swalwell as a Member of the Downtown Beautification Committee.

Seconded by: Trustee Kelly

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

8. **Village Manager's Report**

a. **Approval of Ordinance 24-05 for the 2024 Village of Hampshire Zoning Map.**

Trustee Robinson moved to Approve the Motion for Ordinance 24-05 for the 2024 Village of Hampshire Zoning Map.

Seconded by: Trustee Fodor.

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

b. **Approval of Ordinance 24-06 an Extension to the Intergovernmental Agreement with the Village of Burlington regarding a Boundary Line Agreement.**

Trustee Robinson moved to Approve Resolution 24-06 approving an Extension to the Intergovernmental Agreement with the Village of Burlington regarding a Boundary Line Agreement.

Seconded by: Trustee Mott

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

c. **Ordinance 24-07 Proposing the Establishment of special Service Area (SSA) No. 28 for Stanley Storage Development**

Trustee Pollastrini moved to approve the Establishment of special Service Area (SSA) No. 28 for Stanley Storage Development

Seconded by: Trustee Fodor

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved.

d. **Ordinance 24-08 Proposing the Establishment of Special Service Area (SSA) No. 31 for Pet Ag Development.**

Trustee Kelly moved to approve Ordinance 24-08 the Establishment of Special Service Area (SSA) No. 31 for Pet Ag Development.

Seconded by: Trustee Mott

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved

- e. **A Motion was made to Accept 2023 Municipal Compliance Report for Police Pension Fund and Allow Staff to Utilize the Levy Requirement Proposed in the Municipal Compliance Report be used in preparing the FY25 Budget.**

Trustee Fodor moved to approve a motion to Accept 2023 Municipal Compliance Report for Police Pension Fund and Allow Staff to Utilize the Levy Requirement Proposed in the Municipal Compliance Report be used in preparing the FY25 Budget.

Seconded by: Trustee Robinson

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved

- f. **A Motion was made to Renew Medical, Dental, and Vision Insurance Plans for Fiscal Year 2025.**

Trustee Kelly moved to approve the renewal of Medical, Dental, and Vision Insurance Plans for Fiscal Year 2025.

Seconded by: Trustee Robinson

Roll Call Vote:

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None.

Motion Approved

- g. **A Motion to Approve the 2024 Building Permit Fee Schedule.**

Trustee Mott moved to approve the 2024 Building Permit Fee Schedule.

Seconded by Trustee Pollastrini.

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

Motion Approved.

9. Staff Reports

- a. Building Report
- b. Engineering Report
- c. Financial Report

10. A Motion to Approve the March 7, 2024, Regular Accounts Payable.

Trustee Kelly moved to approve the March 7, 2024, Regular Accounts Payable.

Seconded by: Trustee Robinson

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nayes: None.

Absent: None

Motion Approved.

11. Village Board Committee Reports

- a. Business Development Commission

A discussion was had about the Safe Routes to school Grant and when the project may be done.

- b. Public Works Committee

Mr. Hedges reported that planning continues for the new public works building.

- c. Budget Committee

Mr. Kelly reported that there will be a meeting March 20 at 6:30 p.m.

12. New Business

None

13. Announcements

President Reid stated there would be a Blood Drive on March 11 1-5:30 p.m. at Senator Syverson and Representative Keicher's Office, 115 W. Oak Knoll Dr.

14. Executive Session

None

15. Adjournment

Trustee Kelly motion to adjourn at 8:10 p.m.

Seconded by: Trustee Pollastrini.

All call vote.

Ayes: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson.

Nays: None.

Absent: None.



Hampshire Fire Protection District

202 Washington Avenue • Hampshire • IL • 60140-245

(847) 683-2629 • (847) 683-1404 fax

[Trevor Herrmann – Fire Chief therrmann@hampshirefire.org](mailto:therrmann@hampshirefire.org)

[Eric Larson – Deputy Chief elarson@hampshirefire.org](mailto:elarson@hampshirefire.org)

February 22nd, 2024

Village Board Members,

I am requesting all of the Hampshire Fire Protection District Impact Fee money as we have several large dollar projects and purchases in progress including fire station 2 furnishings, a new ambulance and a new fire engine. Thank you for your consideration in this matter.

Respectfully,

Trevor Herrmann

Trevor Herrmann CFO
Fire Chief



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

Agenda Supplement

TO: President Reid; Board of Trustees
FROM: Mo Khan, Assistant Village Manager for Development
FOR: Village Board Meeting on March 21, 2024
RE: Request for Annexation Agreement, Annexation Final Plat of Subdivision, Map Amendment (Rezoning), Variance, and Special Use for the Tinajero Development for the property located at 44W369 & 44W459 Big Timber Road.

Introduction: Gonzalo Tinajero & Yadira Arreola (Petitioners & Applicants) are requesting the following in order to develop the property at 44W369 & 44W459 Big Timber Rd:

1. Request for Annexation Agreement Approval
2. Request for Annexation per Sec. 6-5-4 of the Municipal Code.
3. Request for Final Plat of Subdivision per Sec. 7-2-4 of the Municipal Code.
4. Request for Map Amendment (Rezoning) per Sec. 6-14-3-G of the Municipal Code to rezone property upon annexation from E-1 to B-3 for Lots 1 and 2 and M-1 for Lot 3 as shown on the proposed Final Plat of Subdivision.
5. Request for Variance to Sec. 6-11-2-J of the Municipal Code to permit gravel surface for off-street parking for a period of three (3) years, whereas an all-weather, dustless material is required.
6. Request for Special use per Sec. 6-9-2-C of the Municipal Code to permit a contractor yard under the designation of "Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses permitted in this section" for Lot 3.

Background: The applicant acquired approximately 16 acres of land at the southeast corner of Big Timber Rd. and U.S. Highway 20. The applicant is proposing to construct an approximately 21,000 square foot building for a contractor's yard on Lot 3. Lots 1 & 2 are proposed to be used for commercial purposes/development.

The property is currently unincorporated, and it is adjacent to a 5-acre unincorporated homesite to the south on US Hwy 20 with future homes of Oakstead further south, future commercial/industrial park across the highways to the north and west, and Big Timber Elementary School property to the southeast. The Tinajero property also partially surrounds an unincorporated residence, which will remain unincorporated but will be wholly surrounded by the Village if the proposed annexation is approved.

The petitioner proposed to utilize Lot 3 for a contractor yard business with a M-1 Restricted Industrial zoning and Special Use to do so. Lots 1 and 2 will be rezoning B-3 Service Business for future commercial developments. The petitioner is not proposing any immediate development for the proposed commercial lots.

Landscape and fencing screening will be provided around the perimeter of the portion of the property to be used for outdoor storage. The landscaping must provide year-round screening and the fencing must be solid between the heights of 6 ft. and 8 ft.

Planning & Zoning Commission Recommendation: A public hearing was held in front of the Planning & Zoning Commission on October 23, 2023, for the Final Plat of Subdivision, Map Amendment (Rezoning), Special Use, and Variance. Review and approval of the Annexation Agreement and Annexation is not under the purview of the Planning & Zoning Commission.

The Planning & Zoning Commission voted to recommend the following:

1. Final Plat of Subdivision: Recommend Approval by a vote of 6-0.
2. Map Amendment (Rezoning): Recommend Approval by a vote of 6-0.
3. Special Use: Recommend Approval by a vote of 5-1; Commissioner Duchaj dissenting.
4. Variance: Recommend Approval by a vote of 5-1; Commissioner Duchaj dissenting.

Recommendation: For the Village Board to review the recommendation of the Planning & Zoning Commission and to take final action on the requests noted above.

Exhibits/Attachments:

1. Annexation Agreement Summary
2. Ordinance Approving an Annexation Agreement
3. Ordinance Approving Annexation

4. Resolution Approving Final Plat of Subdivision
5. Ordinance Approving Special Use
6. Ordinance Approving Variance

Memorandum

To: The Honorable Corporate Authorities of the Village of Hampshire
From: James Vasselli, Village Attorney
Date: February 5, 2024
Re: **Summary of Tinajero Annexation Agreement**

This memorandum provides a summary of the Annexation Agreement between Gonzalo Tinajero, Yadira Arreola, Hilltop Concrete Construction Inc., and the Village of Hampshire, Illinois. The agreement, prepared by James M. Vasselli, Esq., outlines the terms under which the subject property located at 44W459 Big Timber Road, Hampshire, Illinois, with PINs: 01-13-200-005 & 01-13-200-012, will be annexed into the Village of Hampshire.

Background:

The annexation involves approximately fifteen (15) acres of land, currently in unincorporated Kane County, intended for development under the terms outlined in the agreement. The agreement was executed to facilitate the annexation and development of the property in compliance with local laws and zoning ordinances, aiming to develop the property for commercial and industrial use, specifically for a contracting business operated by Gonzalo Tinajero on Lot 3 and commercial business uses on Lots 1 and 2.

Key Provisions:

1. **Annexation and Zoning.** The property will be annexed into the Village of Hampshire and rezoned from an E-1 Estate district to M-1 Restricted Industrial and B-3 Service Business districts for the respective lots, facilitating the intended development.
2. **Development and Improvements.** The agreement outlines the obligations for development, including the construction of infrastructure, roads, utilities, and stormwater management systems, all at the expense of the owner.
3. **Fees and Permits.** The owner is responsible for all applicable connection, impact, building permit, and other fees as per the Village's regulations, except where specifically waived or modified within the agreement.
4. **Term.** The agreement remains in effect for twenty years from the effective date, subject to early termination under its terms or extension by legislative or judicial action.

5. **Compliance and Enforcement.** Both parties have agreed to comply with all local laws and ordinances, including future amendments that may affect the development. The Village and the owner have outlined procedures for addressing defaults, with specific remedies and obligations for enforcement.
6. **Public Hearings and Approvals.** The agreement was subject to public hearings and approvals, ensuring transparency and community involvement in the annexation process.
7. **Special Provisions.** Special use permits, variations for development standards, and other zoning reliefs are granted to facilitate the intended use of the property, including allowances for a gravel driveway and parking on the south side of the property.
8. **Maintenance and Indemnification.** The owner is responsible for the maintenance of the property and improvements and must indemnify the Village against liabilities arising from the development.
9. **Successors and Assigns.** The terms of the agreement bind and benefit successors and assigns of both the owner and the Village, ensuring the continuity of obligations and rights.

This agreement represents a significant step towards the growth and development of Hampshire, aligning with the Village's strategic goals for economic expansion and improved infrastructure. It sets forth a framework for the responsible development of the annexed property, ensuring benefits for both the community and the developers.

Please let me know if further details are required or if there are specific aspects of the agreement that need additional clarification.

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION
OF AN ANNEXATION AGREEMENT FOR CERTAIN REAL PROPERTY FOR THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2024

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
___ day of _____, 2024

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION
OF AN ANNEXATION AGREEMENT FOR CERTAIN REAL PROPERTY FOR THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village and enabling the Village to control development in the area; and

WHEREAS, there exists certain real property commonly known as 44W459 Big Timber Road, Hampshire, Illinois 60140 (Kane County also lists 44W369 Big Timber Road, Hampshire, Illinois 60140 as a common address); PINs: 01-13-200-005 & 01-13-200-012 and consisting of approximately fourteen (14.410+) acres, currently located in unincorporated Kane County, Illinois (the “Property”), which is legally described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the owners of record of the Property (the “Owners”) filed a written petition for annexation with the Village Clerk, asking the Corporate Authorities to consider whether the Village would annex the Property; and

WHEREAS, the Property is adjacent and contiguous to the Village and is not located within the corporate limits of any other municipality; and

WHEREAS, the Owners desire to have the Village annex the Property and subsequently have the Property developed in accordance with the terms of the annexation agreement, including

all exhibits and attachments thereto (collectively, the “Agreement”), attached hereto and incorporated herein as Exhibit B; and

WHEREAS, under Illinois law, the Property is eligible to be annexed into the Village and the Owners desire to have the Property annexed into and be part of the Village; and

WHEREAS, the Owner is ready, willing and able to enter into and perform the obligations of the Agreement; and

WHEREAS, on March 21, 2024, the Corporate Authorities held a public hearing at which they considered a proposed annexation agreement, in substantially the same substance and form of the Agreement, and the Village has held all other public meetings and hearings required for it to consider and approve the Agreement; and

WHEREAS, notice of said public hearing(s) were given as provided by law, including Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) and notice has heretofore been mailed to all individuals, entities and public bodies required by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1); and

WHEREAS, all statutory procedures, including the provisions of Article 11, Division 15.1 and Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*; 65 ILCS 5/7-1-1, *et seq.*), concerning the Agreement have been complied with; and

WHEREAS, after due and careful consideration, the Corporate Authorities have concluded that providing for the annexation and subsequent development of the Property on the terms and conditions set forth in the Agreement will further the orderly growth of the Village, increase the assessed value of the property therein, and will serve the best interests of the Village and its residents; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the Corporate Authorities of the Village, the Village has adopted this Ordinance authorizing the execution of the Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. The Corporate Authorities hereby approve of and authorize the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Village Attorney and ratify any and all previous action taken to effectuate the intent of this Ordinance. The Corporate Authorities authorize the President to execute and enter into the Agreement, with such any insertions, omissions and changes as are authorized by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith, which may include filing and recording a copy of this Ordinance and other documentation required by law.

SECTION 3. That all past, present, and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 7. This Ordinance shall be effective and in full force immediately upon passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(LEGAL DESCRIPTION)

(Legal Description)

Parcel 1:

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter in Hampshire Township, Kane County, Illinois, (excepting that part conveyed to Wesley J. Brazas Jr by Deed 1721995 recorded May 17, 1985 and described as follows: The South 250.0 feet of the West 250.0 feet of the East 450.0 feet of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter, in Hampshire Township, Kane County, Illinois.) Also excepting that part taken by IDOT per Case Ed 86 008 per document recorded February 28, 1985 as Document No. 1760571.

Parcel 2:

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of the state road with the East line of said Northwest Quarter of the Northeast Quarter, thence Westerly along said Southerly line, 9 chains to the Place of Beginning, thence Southerly at right angles to said Southerly line, 2 chains, thence Westerly, parallel with said Southerly line, 4 chains, thence Northerly to a point in the Southerly line of the South highway, 4 chains, 3 rods, and 6.0 feet Westerly, as measured along the Southerly line of said highway from the Place of Beginning, thence Easterly along said Southerly line 4 chains, 3 rods, and 6.0 feet, to the Place of Beginning, all in the Township of Hampshire, Kane County, Illinois.

PINs: 01-13-200-005 and 01-13-200-012

Common Address: 44W459 Big Timber Road, Hampshire, Illinois 60140 (also listed by Kane County as 44W369 Big Timber Road, Hampshire, Illinois 60140)

EXHIBIT B
(AGREEMENT)

THIS INSTRUMENT PREPARED BY:

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



THE ABOVE SPACE FOR RECORDER'S USE

ANNEXATION AGREEMENT

by and among

**GONZALO TINAJERO, YADIRA ARREOLA
AND HILLTOP CONCRETE CONSTRUCTION INC.**

and

**THE VILLAGE OF HAMPSHIRE,
KANE & McHENRY COUNTIES, ILLINOIS**

Dated as of March 21, 2024

**(44W459 BIG TIMBER ROAD, HAMPSHIRE, ILLINOIS 60140; PINS: 01-13-200-005 &
01-13-200-012)**

After recording, return to:

Village Clerk
Village of Hampshire
234 South State Street
Hampshire, Illinois 60140

ANNEXATION AGREEMENT

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ANNEXATION AGREEMENT

(44W459 BIG TIMBER ROAD, HAMPSHIRE, ILLINOIS 60140)

THIS ANNEXATION AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of March, 2024 (the “**Effective Date**”), by and among Gonzalo Tinajero and Yadira Arreola, owners and individuals residing in the State of Illinois and Hilltop Concrete Construction Inc., an Illinois corporation that Gonzalo Tinajero is the President and Secretary of (collectively, the “**Owner**”) and the Village of Hampshire, an Illinois municipal corporation located in Kane and McHenry Counties, Illinois, (the “**Village**” and together with the Owner for convenience purposes only, the “**Parties**” or individually a “**Party**”).

RECITALS

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

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

WHEREAS, Gonzalo Tinajero and Yadira Arreola are the fee simple owner of certain real property commonly known as 44W459 Big Timber Road, Hampshire, Illinois 60140 (Kane County also lists 44W369 Big Timber Road, Hampshire, Illinois 60140 as a common address); PINs: 01-13-200-005 & 01-13-200-012 and consisting of approximately fifteen (14.410+_) acres, currently located in unincorporated Kane County, Illinois (the “**Subject Property**”); and

WHEREAS, the Subject Property is legally described on **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the Owner desires that the Village annex the Subject Property into the Village so that the Owner or a designee of the same can develop the Subject Property in accordance with Requirements of Law (as defined herein) and the terms of this Agreement; and

WHEREAS, in accordance with Section 7-1-8 of the Illinois Municipal Code, the Owner or a designee of the same filed a petition for annexation of the Subject Property (the “**Annexation Petition**”) with the Village Clerk; and

WHEREAS, the Subject Property is located in unincorporated Kane County, consists of farmland and a vacant dwelling, it is contiguous to the Village, it is not located within the corporate limits of any other municipality, and there are no electors residing upon it; and

WHEREAS, the Annexation Petition is signed by Gonzalo Tinajero and Yadira Arreola, owners of record, is signed under oath, states that no electors reside on the Subject Property and requests that the Village annex the Subject Property; and

WHEREAS, pursuant to Section 11-15.1-4 of the Illinois Municipal Code, this Agreement shall be binding on any Successor (as defined herein) and, therefore, the term Owner shall mean and include a Successor; and

WHEREAS, the Owner desires to construct and operate a contracting business (the “**Contracting Business**”) on Lot 3 of the Subject Property (“**Lot 3**”), as depicted on the Final Plat of Subdivision (as defined herein); and

WHEREAS, the Owner desires to have commercial business uses (the “**Business Uses**”) on Lots 1 and 2 of the Subject Property (“**Lots 1 and 2**”), as depicted on the Final Plat of Subdivision; and

WHEREAS, the Owner is requesting to rezone the Subject Property from an E-1 Estate district (which is the zoning classification the Subject Property would have upon annexation to the Village) as follows: (1) for Lot 3, to an M-1 Restricted Industrial district so that the Contracting Business can be operated on Lot 3; and (2) for Lots 1 and 2, to a B-3 Service Business district to allow the operation of the Business Uses on the Subject Property (collectively, the “**Rezoning**”); and

WHEREAS, the Owner is also requesting: (1) that the Subject Property be subdivided in accordance with the Final Plat of Subdivision; (2) that a special use permit be granted so that the Owner may operate the Contracting Business and Business Uses (collectively, the “**Intended Use**”) on the Subject Property; and (3) that a variation be granted to allow a gravel driveway and parking on the South side of the Subject Property (collectively with the Rezoning, the “**Zoning Relief**”); and

WHEREAS, pursuant to the Zoning Ordinance the Owner or a designee filed an application for Zoning Relief (the “**Zoning Application**”) with the Village; and

WHEREAS, the Annexation Petition and the Zoning Application are attached hereto as **Group Exhibit B** and contain affirmative evidence that the Owner is the owner of record of the Subject Property; and

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

WHEREAS, the Parties agree and acknowledge that the development of the Subject Property may be phased and the development of the Subject Property shall be undertaken in

accordance with the Requirements of Law in effect at the time(s) each portion of the Subject Property is developed, unless specifically modified by this Agreement or by a written agreement signed by the Village and the Owner (and any affiliated Owner) having entitlement benefits in that portion of the Subject Property; and

WHEREAS, this Agreement sets forth the Parties' mutual understandings regarding the annexation, coordinated use and development of the Subject Property; and

WHEREAS, the Parties intend for the annexation and Rezoning of the Subject Property to be governed by an agreement and, accordingly, attorneys for both Parties jointly drafted this Agreement; and

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

WHEREAS, this Agreement (or a proposed version thereof) was submitted to the Corporate Authorities and a public hearing was held on March 21, 2024, for public comment pursuant to proper notice, as provided by statute, including Section 11-15.1-3 of the Illinois Municipal Code; and

WHEREAS, after considering the facts from the public hearings, independently investigating the Subject Property and the Intended Use thereof, and observing the trend of development in the region, the Corporate Authorities have concluded that the annexation of the Subject Property and the Zoning Relief as requested by the Owner, on the terms and conditions in this Agreement, will further the orderly growth of the Village, increase the assessed value of the property therein, and serve the best interests of the Village and its residents; and

WHEREAS, based on the foregoing, the Corporate Authorities desire to annex the Subject Property and grant the Zoning Relief as contemplated herein; and

WHEREAS, the Parties acknowledge that the PZC and the Village Board/Corporate Authorities may be required to approve additional site plans, concept plans and other documents required by the Requirements of Law before applicable permits, approvals or certificates can be issued to the Subject Property; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, the Parties agree as follows:

Section 1. INCORPORATION OF RECITALS AND EXHIBITS.

The Parties agree that the foregoing recitals are material to this Agreement and are hereby incorporated and made a part of this Agreement as though they were fully set forth herein. All exhibits attached to this Agreement are incorporated herein by this reference. In case of a conflict between an exhibit and the text of this Agreement, the exhibit shall control.

Section 2. TERM.

This Agreement shall be binding on the Parties and shall remain in full force and effect until the earlier of: (A) termination pursuant to its own terms; or (B) twenty (20) years from the Effective Date (the “**Term**”). The Term may be extended or enlarged by a court of competent jurisdiction or an act of the Illinois General Assembly.

Section 3. DEFINITIONS.

All capitalized terms in this Agreement shall have the meanings ascribed to them in the Recitals above, in this Section, or as otherwise set forth in the body of this Agreement.

“**Additional Improvements**” any sidewalks, bicycle paths, lighting, landscaping, parking, and other infrastructure improvements constructed in connection with the Project (as defined herein), excluding the Road Improvements (as defined herein), Water and Sewer Improvements (as defined herein) or the Stormwater Improvements (as defined herein).

“**Affidavit of Service**”: an affidavit that complies with Section 7-1-1 of the Illinois Municipal Code, which states that at least ten (10) days prior to taking any action regarding annexation of the Subject Property, service of notice was provided by mail to the trustees of the: (1) Fire Protection District (as defined herein); (2) the Public Library District (as defined herein); (3) the Hampshire Township; and (4) Community Unit school District 300.

“**Annexation Ordinance**”: the ordinance adopted by the Corporate Authorities annexing the Subject Property to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code.

“**Approved Documents**”: the final versions of the Required Documents (as defined herein) that have been approved and/or otherwise accepted by the Village.

“**Engineering Plans**”: plans and specifications for the development of the Intended Use that include, but are not limited to, the Grading Plan and Tree Removal Plan (as defined herein), site preparation, Internal Streets (as defined herein), utilities and drainage plans.

“**Final Plat of Subdivision**”: the final plat of subdivision that is attached hereto and incorporated herein as Exhibit C.

“**Fire Protection District**”: the Hampshire Fire District, which is the fire protection district that serves the Village.

“Force Majeure”: strikes, lockouts, acts of God, material shortages, global pandemics, acts or omissions of governments, acts of civil disobedience and the revocation, suspension or inability to secure any necessary government permit, license or authority or other factors beyond a Party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include: (A) delays caused by weather conditions, unless such weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; (B) economic conditions or factors; or (C) factors caused in whole or in part by the act or omission of the Owner.

“Grading Plan and Tree Removal Plan”: the grading plan and tree removal plan that are attached hereto and incorporated herein as Group Exhibit D.

“Internal Drives” or **“Internal Streets”**: shall mean driveways and private roadways on the Subject Property.

“Project”: the Intended Use, including all Project Improvements to be constructed on the Subject Property in connection with this Agreement.

“Project Improvement(s)”: include the Road Improvements, the Water and Sewer Improvements, the Stormwater Improvements and the Additional Improvements.

“Project Improvement Plans”: the Engineering Plans and any other plan, specification, application, or document required by the Village Code, Village procedures or the Requirements of Law that must be submitted by the Owner and accepted or approved by the Village or another agency so that the Project can be constructed in accordance with the Requirements of Law.

“Public Improvement”: any Project Improvement that benefits the public generally, and not just the Subject Property.

“Public Library District”: the Ella Johnson Memorial Public Library District, which is the public library district that serves the Village.

“Required Documents”: the Project Improvement Plans, the Zoning Application, the Annexation Petition, the plat of annexation, proof that Gonzalo Tinajero and Yadira Arreola are the record owners of the Subject Property, the site plan, architectural elevations, Kane-DuPage Soil & Water Conservation District’s land use opinion, a concept plan, the preliminary plat of subdivision, the Final Plat of Subdivision and final landscaping plans, unless the Village determines, in its sole and absolute discretion, that a specific document, plan or application is not required due to the nature of the Project.

“Requirements of Law”: The applicable provisions of the Illinois Municipal Code, the Village Code, including the Zoning Ordinance, Chapter 13 of the Village Code regarding flood plain regulations, Chapter 15 of the Village Code regarding soil erosion and sediment control, all building codes adopted by the Village, and all applicable federal, state, county, local and other laws, statutes, codes, ordinances, resolutions, mandates, procedures, rules and regulations, including, without limitation, those of the Army Corps of Engineers, the Illinois Environmental Protection Agency, Illinois Department of Natural Resources the Kane County Department of

Transportation, the Illinois Department of Transportation, and the Kane-DuPage Soil & Water Conservation District as well as any applicable agencies of similar jurisdiction in McHenry County.

“Road Improvements”: the improvements to the Internal Streets as set forth in the Engineering Plans.

“Stormwater Improvements”: the detention area constructed in accordance with the Project Improvement Plans to store storm water runoff and allow controlled release of the runoff during and after a flood or storm.

“Successor”: any heir, successor, grantee, purchaser, assign, tenant, and/or licensee of the Owner and future owners of any portion of the Subject Property.

“Water and Sewer Improvements”: installation of lines, pipes, mains and/or related improvements so that the Subject Property can connect to Village’s water and sewer system and receive service therefrom.

Section 4. ORDINANCES, SUBMISSIONS, NOTICES & RECORDING.

A. Owner’s Submissions: Annexation Petition and Zoning Application. The Village acknowledges that it has received the Annexation Petition and the Zoning Application. The Village acknowledges that the Annexation Petition and the Zoning Application comply with the Requirements of Law. The Owner agrees to and shall, in accordance with the terms of this Agreement, submit to the Village all Required Documents for the Village’s review and approval prior to commencing construction of the Project or undertaking any development of the Subject Property.

B. Adoption of Annexation Ordinance. The Village agrees to and shall take all steps to annex the Subject Property as of the Effective Date. On the Effective Date, the Corporate Authorities shall take reasonable steps to adopt the Annexation Ordinance.

C. Adoption of Additional Ordinances. On the Effective Date or as soon as the documents comprising the Required Documents are in final form, the Corporate Authorities agree to take reasonable steps to pass: (1) an ordinance approving and authorizing the execution of this Agreement; (2) an ordinance or ordinances approving the Zoning Relief; and (3) all other ordinances or resolutions deemed necessary by the Village, in its sole and absolute discretion, to effectuate the intent of this Agreement (collectively, the “**Additional Ordinances**”). The Village shall provide certified copies of the fully executed Additional Ordinances to the Owner. The Owner shall record and deposit the Additional Ordinances as required by law.

D. Effectiveness of Ordinances; Scope; Authority. The Annexation Ordinance and the Additional Ordinances shall be effective: (1) upon passage; (2) upon recording; (3) as otherwise set forth therein; or (4) at the earliest possible date as allowed by law. Notwithstanding any conflicting term in this Agreement, the Village shall be permitted to pass ordinances, resolutions, rules or regulations that have general applicability to real property within the Village or that relate to the health, safety, and welfare of the Village and its residents and apply to the

entire Village. Notwithstanding any conflicting language set forth herein, the Village shall not be prohibited from enforcing its police power rights due to the terms of this Agreement or because of any approval or enactment contemplated hereunder.

E. Recordings and Notices for Annexation. The annexation of the Subject Property will not be effective unless any required proper service is had on the Fire Protection District and the Public Library District, and the Affidavit of Service is properly filed. The Owner, in conjunction with the Village, has sent notice and delivered the Affidavit of Service to the Village. As no boundaries of either district is changed no further notice to these districts is necessary. However, the Owner did file an affidavit and the Village recorded it within ten (10) days of the Effective Date, with the Kane County Recorder's Office (and the Kane County Clerk's Office, if required). Within sixty (60) days of annexing the Subject Property to the Village, the Owner shall record the following documents with the Kane County Clerk's Office *and* the Kane County Recorder's Office: (1) the Annexation Ordinance; (2) a copy of an accurate map of the Subject Property; and (3) this Agreement. The Subject Property does not include any highway under the jurisdiction of the any township. If it is later discovered that the Subject Property includes any highways under the jurisdiction of a township, the Owner shall reimburse the Village for any and all costs the Village incurs in reimbursing the township for losses and liabilities caused by failing to provide proper notice to the township. Within thirty (30) days of the Effective Date, the Village shall report, by certified or registered mail, that the Subject Property was annexed to the Village to the election authorities having jurisdiction in the territory, the Department of Transportation, and the post office branches serving the territory.

F. Transparency. In addition to the foregoing, the Parties agree to and shall dispatch all required notices pursuant to the Requirements of Law, including those required by the Illinois Municipal Code. The Parties agree to and shall record all documents in accordance with the Requirements of Law. The Village placed a draft copy of this Agreement on display for review in accordance with the Illinois Municipal Code.

Section 5. PLANNING, ZONING, SUBDIVISION AND REQUIRED DOCUMENTS.

A. Zoning Relief. The Village acknowledges that it has held all necessary hearings and the Village and/or the Owner has dispatched all necessary notices for the Village to grant the Zoning Relief, including the Rezoning. The ordinance(s) granting the Zoning Relief allows the Owner to operate the Intended Use on the Subject Property. The Zoning Relief is granted in accordance with any conditions required by the PZC, which are set forth in the findings of fact, attached hereto and incorporated herein as Exhibit E.

B. Final Plat of Subdivision. As set forth above, the Village acknowledges that the Owner has submitted all necessary documents and all necessary hearings have been held and all required notices have been dispatched for the subdivision of the Subject Property. The preliminary plat of subdivision and the final plat of subdivision were approved as required by Chapter 7 of the Village Code and the final plat of subdivision, attached hereto and incorporated herein as Exhibit C, shall be filed by the Owner in the Kane County Recorder's Office (and the Kane County Clerk's Office, if required) no later than the one-hundred and eighty (180) days after the Effective Date.

C. **Approval of Required Documents.** Notwithstanding the foregoing, the Owner shall be required to obtain all necessary permits, licenses, certificates, inspections, and approvals and pay all corresponding fees required by the Village Code, Village procedures and/or the Requirements of Law prior to commencing any construction work or operating the Intended Use on the Subject Property. The Owner represents and warrants that the Required Documents submitted to the Village are in all material respects consistent with the documents on file with the Village Clerk and are incorporated herein by reference.

Section 6. DEVELOPMENT OF THE SUBJECT PROPERTY.

A. **General Rights and Obligations.** The Owner shall have the right to develop the Subject Property and construct the Project in accordance with this Agreement, the Approved Documents, and the Requirements of Law. The design standards for streetlights, street signs, mailboxes, and traffic signs shall be consistent with the design(s) shown in Group Exhibit E, attached hereto and incorporated herein, unless otherwise required by the Village Engineer.

B. Limits on Construction of the Project.

1. **Standards.** The Owner agrees to and shall construct the Project, develop the Subject Property, and thereafter operate the Intended Use and otherwise use the Subject Property in accordance with the Requirements of Law, this Agreement, and the Approved Documents. The Owner shall develop the Subject Property in a in a good, lien-free, and workmanlike manner. Prior to commencing construction, the Owner shall post all necessary bonds, letters of credit, guarantees, insurance policies, application fees, and/or permit fees required by the Village Code, Village procedures and/or the Corporate Authorities. As set forth below, the obligation set forth in this Subsection of this Agreement shall be binding upon the Owner, including any Successor.

2. **Obligation to Commence and Diligently Prosecute the Construction of the Project.** The Owner shall develop the Subject Property and construct the Project in accordance with the terms of this Agreement, the Approved Documents, and the Requirements of Law. The Owner agrees to comply with the construction hours set forth in Section 5-25-1 of the Village Code. The Owner shall commence the construction of the Project no later than one (1) calendar year after the Effective Date and shall diligently prosecute the construction of the Project thereafter. The Owner shall be permitted to undertake the construction of the Project in phases, provided the details regarding the phasing are agreed to in writing by the Village. The Zoning Relief shall create permanent zoning classifications for the Subject Property (unless amended by the Village at the Owner's request) and shall remain in effect throughout the Term and thereafter until amended in the manner provided by law for the amendment of zoning classifications and shall not expire at any time or upon the happening of any event or the failure of any event to occur, except as otherwise provided herein. In the event the Owner fails to construct of the Project within two (2) years after the Effective Date, the zoning of the Subject Property shall revert to an E-1 Estate district or to the most restrictive zoning district set forth in the Village Code at that time.

3. **Letter of Credit; Guaranty.** In addition to any bond or letter of credit required by the Village Code, as security to the Village of the performance by the Owner: (1) to construct and complete the Project, including the Project Improvements in accordance with this Agreement; (2)

to pay all Village costs, fees, and charges due from the Owner pursuant to this Agreement; (3) to maintain and repair Road Improvements, Water and Sewer Improvements and Stormwater Improvements; and (4) to otherwise faithfully perform its obligations under this Agreement the Village may require the Owner, prior to the recording the final Subdivision Plat, to deposit with the Manager a letter of credit in a total amount equal to one hundred twenty-five percent (125%) of the estimated cost of the Project. Upon the successful completion of the Road Improvements, Water and Sewer Improvements and Stormwater Improvements the Village shall decrease the letter of credit or guarantee to five percent (5%) of the estimated cost of the Project. If the Owner fails or refuses to complete the Road Improvements, Water and Sewer Improvements and Stormwater Improvements in accordance with this Agreement or fails or refuses to correct any defect or deficiency therewith, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village may, in its sole and absolute discretion, draw on and retain all or any of the funds guaranteed by the letter of credit. In addition to the foregoing, any bond(s), guarantee(s) or letter(s) of credit deposited with the Village may be used by the Village, at its discretion and in accordance with its terms, to cure any uncured defaults of any kind or nature with respect to the development of the Subject Property including, but not limited to: (i) payment for labor and materials to complete the development or a portion thereof; (ii) repair of the development; (iii) in its reasonable discretion, to pay any contractor, subcontractor, or materialman who has not been paid in connection with the development of the Subject Property; (iv) maintenance costs incurred by the Village due to the Owners' failure to comply with the terms of this Agreement; or (v) administrative costs of the Village beyond usual and customary costs. It shall be the responsibility of the Owner to make timely payouts to each contractor, subcontractor and materialman for materials supplied and/or work performed in connection with the development of the Subject Property. Reductions of the amounts of any bond(s), guarantee(s) or letter(s) of credit shall be made in accordance with the Village Code.

C. Site Maintenance During Construction. The Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on Internal Streets and on streets and roadways adjacent to the construction site. As such the Owner shall take all reasonable steps to ensure that the Subject Property and surrounding roadways and streets are kept in a clean and safe manner.

Section 7. ASSISTANCE AND COOPERATION.

The Parties shall do all things necessary or proper to carry out the terms of this Agreement and to aid and assist each other in discharging the terms and objectives of this Agreement. The Village agrees to and shall carry out the terms of this Agreement by: (1) giving notices, holding hearings, and considering the enactment of resolutions and ordinances and amendments thereto; (2) reasonably cooperating with the Owner in the Owner's efforts to obtain federal, state or local grants or funds to construct the Project, all at no cost to the Village; and (3) reasonably cooperating with the Owner in the Owner's efforts to obtain approvals and permits from other governmental or quasi-governmental agencies regarding the annexation or Project, which may include the execution of applications, permit requests, and other documents. Upon a written request of the Owner, the Village shall provide the Owner with a license to use Village-owned or Village-controlled public ways or other real property as required or reasonably necessary for the construction of the Project; provided that the granting of such a license does not jeopardize the health, safety or welfare of the Village or its residents as determined by the Village in its reasonable

discretion. The Parties agree to enter into a standard form license agreement in the event a license is granted by the Village to the Owner in accordance with this Section of this Agreement. The Village shall incur no costs nor pay any expenses based on the obligations set forth in this Section of this Agreement.

Section 8. APPLICABLE LAW AND PROCEDURES.

A. Approved Documents; Laws. The Subject Property shall be developed and used in conformance with the Approved Documents, the Requirements of Law and the Village Code, including the Zoning Ordinance, except for those amendments or exemptions to the Village Code and/or Zoning Ordinance specifically provided for in this Agreement, and except that if any provision of the Village Code or Zoning Ordinance conflicts with any portion of the Approved Documents, the Approved Documents shall control. If during the Term, any Requirements of Law are amended, modified, or new Requirements of Law are enacted that would apply to the Subject Property or the construction of the Project, the Owner shall comply with the same unless otherwise waived in writing by the Village. The Owner acknowledges that that any Successor requesting to develop the Subject Property in the future will need to apply for approvals in accordance with the Requirements of Law in effect at the time of application. If the Subject Property, or any portion thereof, is located in a floodplain, the Owner agrees to obtain any necessary permits or approvals from the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, and the U.S. Army Corps of Engineers prior to beginning construction on the Subject Property.

B. Applications for Plans and Work.

1. Plans. If the Owner or a preapproved designee or assignee of the Owner submits an application that is in accordance with established Village procedures, including those set forth in the Village Code or the Zoning Ordinance, the Village shall review such application in accordance with the Village Code and/or the Zoning Ordinance.

2. Building Permits and Certificates of Occupancy. The Parties acknowledge that prior to the issuance of any certificates of occupancy, the Owner or a designee may be required to: (a) apply for and obtain necessary licenses and permits (including building, sidewalk, right-of way, stormwater management, development, and transportation permits) and pay related fees; (b) post all necessary bonds, deposits, letters of credit or guarantees, (c) submit additional drawings and plans for the development of the Subject Property; and (d) receive all approvals, including site plan and environmental approvals or sign-offs; and (e) pass all inspections. Upon receipt of a complete application for a building permit, any other permit for work, or request for a certificate of occupancy, the Village shall review such application or request and promptly respond to such application. The Owner agrees to cooperate with the Village so that the Village can conduct any required inspections. The Owner acknowledges that certificates of occupancy may be withheld for failure to make corrections required as a result of an inspection. Notwithstanding the foregoing, temporary certificates of occupancy may be granted by the Village, in its sole discretion. If the Village denies a requested permit or certificate or fails to provide its approval to any of the Required Documents, upon the Owner's request or as otherwise required by the Village Code, the Village shall identify in writing the section or provision of any Village Code, Zoning Ordinance, or other Requirements of Law relied upon by the Village in denying such permit, certificate, or request.

Section 9. PROJECT IMPROVEMENTS.

A. Generally. The Owner shall, at its sole cost and expense, construct and install all the Project Improvements for the Subject Property, as they are generally depicted in the Project Improvement Plans, subject to final approval by the Village, in a good, lien-free, and workmanlike manner. Prior to commencing construction of any Project Improvements, the Owner shall post all necessary bonds, letters of credit, guarantees, insurance policies, application fees, and/or permit fees required by established Village procedures, including those set forth in the Village Code and the Zoning Ordinance. If the Project is phased, construction shall not commence on a second or succeeding phase within the Subject Property if the Owner is then in default on any obligation to the Village or has not secured all necessary approvals from the Village and all other governmental agencies or bodies having appropriate jurisdiction.

B. Road Improvements.

1. Owner's Obligation. The Owner shall construct or cause to be constructed all Road Improvements, at no cost to the Village in accordance with Requirements of Law. Unless otherwise agreed to at the time of development, in a writing executed by the Parties, all Internal Streets will be privately owned and maintained by the Owner. If required by any Requirements of Law, the Owner shall provide the Village with authentic copies of any required permit(s) or approvals from other entities having jurisdiction over such improvements prior to the Village issuing the Owner any roadway or right-of way approvals or permits for the Subject Property. The Owner shall provide such suitable temporary or permanent secondary access to the Subject Property if deemed necessary, in the reasonable discretion of the Village and/or the Hampshire Fire Protection District, to provide emergency vehicles access to all or any pertinent phase or portion of the Subject Property. Satisfactory secondary access for emergency vehicles shall be provided prior to the issuance of the first occupancy permit for any building constructed on the Subject Property.

2. Stop Sign; Traffic Signals. Access to the Internal Drives for the Subject Property will be located at Big Timber Road, Brier Hill Road, and other access points as provided by the Owner and approved by the Village Engineer and as applicable the Illinois Department of Transportation. If required by an applicable department of transportation during the Term the Owner or a Successor shall install, at its sole cost, turn lanes and/or a stop sign/traffic light where the Subject Property's single access road intersects with Big Timber Road.

3. Stubs. The Owner shall also include stubs for such roadway(s) if deemed by the Village to be reasonably necessary for connection to potential future developments as or when applicable as determined by the Village Engineer.

4. Sidewalks and Paths. The Owner shall provide a pathway or sidewalk on at least one side of each Internal Drive on the Subject Property, in accordance with specifications set out in the Subdivision Regulations and as depicted on plans approved by the Village. The Village shall provide the final approval, in its reasonable discretion, of the location of the aforementioned pathway or sidewalk.

5. **Bicycle Path.** The Owner shall construct or cause to be constructed a ten foot (10') wide bicycle path or such other bicycle path as is agreed to by the Owner and the Village Engineer.

C. **Water and Sewer Improvements.** Currently, the Subject Property is vacant and does not connect to the Village's water and sewer system. The Owner shall construct or cause to be constructed all Water and Sewer Improvements, at no cost to the Village, in accordance with Requirements of Law, including Chapter 8 of the Village Code. Chapter 8 of the Village Code requires all plumbing work to be tested, inspected, and approved by the Village. In addition, the Owner is required to apply for permits and pay all fees prior to connecting to the Village's water and sewer system. The required maintenance for the Water and Sewer Improvements will be in accordance with Section 8-1-4 of the Village Code, and the Owner shall ensure that regular required maintenance, including filter replacement, as applicable, is done. The Village will cooperate to allow the Owner (at Owner's sole cost and expense) to recapture any water and sewer permit costs the Owner advances that are a benefit to and used by future landowners. See Section 10B.

D. **Stormwater Improvements and Floodplain.**

1. **Owner's Obligation.** The Owner shall construct or cause to be constructed all Stormwater Improvements, at no cost to the Village, in accordance with Requirements of Law. The Owner affirmatively agrees to comply with all applicable provisions of the Kane County stormwater ordinance, as amended from time to time. If multiple detention areas are constructed, runoff may not be transferred between drainage/detention areas.

2. **Floodplain Areas.** The Subject Property is not currently in a special flood hazard area as determined by Kane County, a flood insurance rate map, or the federal emergency management agency. Despite the foregoing, the Owner shall contact the Kane County and the Village Engineer to determine if any additional authorizations or permits, including a Watershed Management Permit, are necessary and shall obtain the same if required to complete construction of the Project. The Village will take all reasonable steps to cooperate with the Owner in obtaining the necessary letters, permits, and/or authorizations from the Army Corps of Engineers, Kane County, and/or any other unit of federal, state, or local government to proceed with the construction of the Project.

3. **Dedication and Maintenance.** All Stormwater Improvements shall be owned in fee simple and maintained by the Owner. The Owner shall grant a maintenance easement(s) to the Village, which shall allow the Village to maintain the Stormwater Improvements if the Owner fails to do so.

E. **Additional Improvements.** As required by the Project Improvement Plans, the Owner shall construct or cause to be constructed all Additional Improvements, at no cost to the Village, in accordance with Requirements of Law.

F. **Easements and Rights of Way.** If applicable, at the Owner's request and its expense, the Village shall offer such assistance as the Village determines is reasonable to obtain any and all easements or other property rights, permits, or licenses necessary for the installation of

the Project Improvements that are not located on the Subject Property.

G. Dedication of Public Improvements. In the event there are Public Improvements constructed at or near the Subject Property, the Village agrees to consider in good faith accepting Public Improvements as dedicated Public Improvements upon the written request of the Owner. The Owner is prohibited from submitting any request to the Village for the dedication of any Public Improvements until the proposed Public Improvements are determined to be constructed in accordance with Requirements of Law as determined by the Village Engineer in his or her sole and absolute discretion. No Public Improvement shall be deemed dedicated to and accepted by the Village until the Corporate Authorities adopt an ordinance expressly providing for such dedication. The Village performing repairs on any Public Improvement, whether at the request of the Owner, due to an emergency, or to otherwise protect the public health or wellbeing shall not be deemed or construed as the Village's acceptance of the Public Improvement.

H. Maintenance of the Subject Property. The Parties agree that unless and until the Village accepts a Public Improvement, the Owner shall be responsible for and agrees to maintain the Subject Property in accordance with the Requirements of Law including, but not limited to, the mowing and fertilizing of grass, burning and/or removal and replacement of materials in appropriate containers, care and repair of stormwater management facilities, and maintenance of the Stormwater Improvements so as to keep the same in a clean, sightly and first-class condition. The Village may assess and utilize special taxes assessed against the Owner of the Subject Property to provide sufficient funds to defray the costs of such maintenance upon the failure or refusal of the primarily-responsible person or entity to do so. In the event the Village Engineer determines, in his or her sole discretion, that the Owner is not adequately maintaining, or has not adequately maintained the Subject Property, including any Project Improvement the Village may, after providing ten (10) days' prior written notice to the Owner, enter onto the Subject Property for the purpose of performing maintenance work on the Subject Property or any affected Project Improvement. In the event that the Village performs any work pursuant to this Section the Village shall have the right to: (1) draw from any letter of credit, deposit or guarantee or call any bond; or (2) demand immediate payment directly from the Owner, based on actual costs incurred by the Village.

I. Vegetation / Live Growth; Screening. The Owner shall be responsible for the planting, live growth and preservation of trees and plants in accordance with an approved landscaping plan. In the event the Owner removes trees, the Owner shall be required to replace trees in accordance with the Village Code. The Owner shall construct and thereafter maintain sufficient screening as deemed necessary by the Village.

Section 10. RECAPTURE FEES.

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

and/or construction of certain Public Improvements.

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

Section 11. CONNECTION, IMPACT, BUILDING PERMIT, AND OTHER FEES.

A. Fees. Except as otherwise specifically set forth in this Agreement, the Owner shall pay to the Village all generally applicable building permit fees, plan review fees, application fees, inspection fees and any other fees required by established Village procedures, including those set forth in the Village Code and/or the Zoning Ordinance in connection with construction of the Project at the time of the request. Water and Sewer rates are established by the Village Code and are amended periodically.

B. Impact Fees, Acknowledgements. The Parties acknowledge that the imposition impact fees or, in the alternative, the dedication of land, is governed by Chapter 14 of the Village Code, a copy of which has been delivered to Owner's Attorney. The Parties acknowledge the existence of Kane County's Road Improvement Impact Ordinance. The Owner agrees to comply with and pay all applicable impact fees. It is understood and agreed by and between the Parties that the Owner has requested zoning for the commercial and/or manufacturing development of the Subject Property; and there shall be no residential development thereon. In the event all or any portion of the Subject Property is converted to a residential use, any additional development impact fees required under the Chapter 14 of the Village Code, and transition fees or fees being generally applied by the Village to residential developments, shall apply to the Subject Property and be paid by the Owner in connection with such residential use. For purposes of this Subsection, the fees or charges referred to herein shall be those fees and charges uniformly imposed by the Village on other applicants, property owners, developers and/or users of property, from time to time by ordinance, law, rule, procedure, regulation, or other enactment, during the term of this Agreement. If the Subject Property is subject to the provisions of the Kane County impact fee, and the Owner shall file with the Village satisfactory evidence of its compliance with the same prior to the issuance of any Village permit for construction on the Subject Property.

C. Additional Fees: No Special Assessments. The Village represents and warrants that there are no Village special assessments or Village special service area taxes or assessments that currently affect the Subject Property other than those which have been previously disclosed to the Owner. Nothing in this Section shall prevent the Village from levying or imposing additional taxes upon the Subject Property in the manner provided by law for the provision of services to the entire Village, or from levying or imposing additional taxes upon the Subject Property that are applicable to and apply equally to all other similarly situated properties within the Village.

D. Backup SSA. The Village may establish a backup special service area over and encumbering the Subject Property (the “**Backup SSA**”). The Owner is prohibited from objecting to and agrees to support and assist the Village’s establishment of the Backup SSA. The Backup SSA will be activated if the Owner fails to install or properly maintain the Road Improvements, the Stormwater Improvements or the Water and Sewer Improvements. Any tax to be levied by the Village within the special service area covered by the Backup SSA in any year (the “**SSA Tax**”) will not exceed the rate limit that is set forth in applicable state statutes at the time the Backup SSA is established for the equalized assessed value of the real property and improvements comprising the Subject Property. The funds collected as the SSA Tax shall be used in accordance with the Requirements of Law. If Owner submits a petition to the Village requesting the creation of a special service area in accordance with the Requirements of Law that complies with this Agreement, and the Village has not yet created the Backup SSA, then, notwithstanding any conflicting terms of this Agreement, a Backup SSA will not be required unless the Owner-initiated special service area fails to be approved. This provision shall be deemed as giving all Successors knowledge of the potential Backup SSA and all Successors hereby waive the right to challenge the assessment or collection of tax imposed by the Village in accordance with this Section. The Village shall use its reasonable discretion in making any determination under this Section of this Agreement.

E. Reimbursement of Village Expenses. No later than twenty (20) calendar days after written request for the same, the Owner shall reimburse the Village for all reasonable costs incurred by the Village for the professional service fees incurred in connection with this Agreement. Such fees may include fees for the preparation of this Agreement, the Annexation Ordinance, the Additional Ordinances or any notice or hearing required or contemplated to be held under this Agreement, the Requirements of Law, the review of any documents submitted to or filed with the Village related to the proposed Intended Use or the construction of the Project or as otherwise deemed necessary by the Village in its reasonable discretion. The fees and costs contemplated by this Section of this Agreement shall include, but not be limited to, attorneys’ fees, paralegal fees, engineering fees, consulting fees, stenographer fees, publication and notice fees and expenses and room rental costs and expenses. The Owner shall make all payments hereunder via wire transfer. The provisions of this Section of this Agreement shall be read as an expansion (and not limitation) of any related provisions of the Village Code or similar Village policy governing reimbursements. The Village, in addition to the requirements set forth above, may require the Owner to deposit a sum with the Village to secure the Owner’s payment of the costs and expenses contemplated herein. The Village, in its reasonable discretion, shall determine the amount to be kept on deposit in the event the Village requires the Owner to make a deposit under this Section of this Agreement. The Village shall provide the Owner with written notice that it is requiring a sum to be kept on deposit if it intends to do so.

Section 12. CONSTRUCTION TRAILERS; SIGNAGE.

A. Construction Trailers. The Owner shall have the right to locate and maintain temporary construction trailers on the Subject Property in connection with its construction activities. The construction trailers shall be located and maintained in accordance with a construction trailer plan, which shall be approved by the Village prior to locating any construction trailers on the Subject Property. The Owner shall have the right to install temporary sewer and

water facilities, such as holding tanks, if permanent sanitary facilities are not available and the Village has approved of the same. (e.g., septic fields or holding tanks) to serve the construction trailers. All construction trailers and supply trailers shall be kept in good working order and the area will be kept clean and free of debris. No construction trailer or supply trailers will be located within a dedicated right-of-way or within a public utility easement.

B. Signage. The Owner shall have the right to erect and maintain signage on the Subject Property in accordance with all applicable provisions of the Village Code, including the Zoning Ordinance.

C. Removal. All construction trailers, including associated temporary sewer and water facilities, shall promptly be removed thirty (30) days after the Owner has ceased construction activities on the Subject Property. If more than twelve (12) months has elapsed since: (1) the Village has issued a certificate of occupancy for a building on the Subject Property; and (2) the Owner has not applied for a building permit for a building on the Subject Property, then the Owner shall remove all construction trailers from the Subject Property.

Section 13. ENFORCEMENT.

A. Remedies. Unless specifically provided otherwise herein, upon a breach or Default (as defined herein) of this Agreement, a party to this Agreement may: (1) secure in any court of competent jurisdiction, by an appropriate suit, action, mandamus, or other proceeding at law or in equity: (a) specific performance of the covenants and agreements herein contained; (b) damages for failure of performance, subject to the provisions of this Agreement; or (c) both; and (2) have such other relief as is, by law or in equity, available to it. Notwithstanding the foregoing, the Owner and any Successor agree that they will not seek, and do not have the right to seek or recover a judgment for monetary damages against the Village or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, attorneys, or successors (the “**Village Parties**”), on account of the negotiation or discharge of any of the terms of this Agreement. In case of a judicial proceeding brought by one Party to this Agreement against the other Party, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the non-prevailing Party for all costs and expenses, including reasonable attorneys’ fees, paralegal fees, stenographer fees, and court and other litigation costs and expenses, incurred in connection with such judicial proceeding.

B. Cure of Default. Unless otherwise expressly provided herein and except as to matters related to any stop work order, if a Party fails to perform an obligation under this Agreement, it will be in default of this Agreement if it has not cured such failure within thirty (30) days after receipt of written notice of such failure, unless such failure cannot reasonably be cured within said thirty (30) day period, in which case the Party shall be in default of this Agreement if it has not diligently pursued the cure of such failure; and provided further, as to any material breach occasioned by the failure to pay any sum of money due to the Village, the cure period shall be ten (10) days after notice (a “**Default**”). If the performance of any covenant to be performed hereunder by any Party is delayed because of Force Majeure, the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance because of a Force Majeure event shall deliver written notice of the commencement of any such delay, along with an estimate of the duration of such delay, not later than seven (7) days after the claiming Party

becomes aware of the same. In the event of an ascertainable emergency, as determined by the Village in its reasonable discretion, the Village shall have the right to take all steps necessary to mitigate or eliminate the emergency.

C. No Liability of Corporate Authorities. The Parties acknowledge and agree that each individual member of the Corporate Authorities entered into this Agreement in his or her corporate or official capacity and shall have no personal liability whatsoever for such action or any breach or claim arising from this Agreement.

D. Village Review. The Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Project or the Intended Use or the issuance of any approvals, permits, certificates, or acceptances for the Project, the Intended Use or use of the Subject Property. The Village's review and approval of any such plans and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner or any third party against damage or injury of any kind at any time. The Village shall have the right to enter the Subject Property during the construction of the Intended Use and inspect the same to ensure that the construction of the Intended Use is being performed in accordance with Requirements of Law.

E. Owner Indemnity. The Owner shall defend, hold harmless and indemnify the Village and the Village Parties from all claims, demands, losses, judgements, liabilities, disputes, damages, causes of action, lawsuits, injuries, costs and expenses that may be asserted at any time against any such parties arising out of negligent acts or omissions of the Owner, including a Successor or any person or entity acting by or through the Owner or a Successor with respect to the development, construction, maintenance or use of any portion of the Subject Property, including the use of construction trailers, the Intended Use and/or the Project. Such obligations include the obligation to pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself or any of the Village Parties regarding any such claims. The provisions of this Section of this Agreement shall provide the Village and the Village Parties with the broadest possible protections provided by law.

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

G. Village Easements. The Owner agrees to and shall grant the Village, all public utility companies, and other companies operating franchises within the Village any easements so that the Village or its invitees can operate, maintain, repair, replace and service all electricity and telephone lines and all sanitary sewer, storm drainage and water main systems and other utilities, including cable television or as otherwise required under the Requirements of Law. The Owner agrees to and shall in good faith consider granting the Village any easement(s) or licensure rights requested by the Manager to ensure that the Subject Property is properly integrated into and made part of the Village's existing and contemplated infrastructure systems and so that the Village can access and maintain any Public Improvements located on the Subject Property. All utilities installed by or at the direction of the Owner shall be installed underground, and utility easements shall be provided, as specified in Section 7-4-2 of the Village Code.

Section 14. GENERAL PROVISIONS.

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

B. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be: (1) personally delivered; (2) delivered by a reputable courier; (3) sent by certified mail, return receipt requested, and deposited in the U.S. Mail with postage prepaid; or (4) delivered by electronic mail ("**Email**"). Email notices shall be deemed valid only to the extent they are: (a) actually received by the individual to whom addressed; and (b) followed by delivery of notice in one of the other manners described herein within three (3) business days thereafter. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (i) actual receipt; or (ii) one (1) business day after deposit with a courier, as evidenced by a receipt of deposit; or (iii) three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt. Nothing in this Section will be deemed to invalidate any notice that is actually received.

Notices and communications to the Owner shall be addressed to, and delivered at, the following addresses:

Gonzalo Tinajero and Yadira Arreola
Yadira Arreola
538 Towne c/o Hilltop Concrete Construction
19 Sheffield Ct
South Elgin, Illinois 60177
Email: goni68@sbcglobal.net
Email: goni68@sbcglobal.net
Phone 847 337 0239

with a copy to:

McHenry County Law LLC
1N Virginia Street #A
Crystal Lake, Illinois 60014
815-459-5152
Fax: 815-459-0290
Email: joe@mchenrycountylaw.com
Attn: Joe Gottemoller

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Hampshire
234 South State Street
Hampshire, Illinois 60140
Attention: Village Manager Hedges
E-mail: jhedges@hampshire.org

with a copy to:

Village Attorney-Village of Hampshire

234 South State Street
Hampshire, Illinois 60140
Attention: James M. Vasselli, Esq.
Email: jvasselli@ottosenlaw.com

By complying with the notice requirements of this Section, each Party shall have the right to change the address, the addressee or both for all future notices and communications to such Party, but no notice shall be effective until received by the other Party.

C. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement. Notwithstanding any conflicting provision in this Agreement, the Owner shall discharge and satisfy all its obligations in this Agreement prior to the expiration of the Term.

D. Successors and Assigns, Binding Nature. This Agreement and the agreements, covenants, rights, and promises set forth herein shall run with the land and shall both bind and benefit the Successors and successor members of the Village's Corporate Authorities. This Agreement may be assigned by the Owner with the Village's prior written approval, which shall be provided in the sole and absolute discretion of the Village. Any Successor of the Owner shall have the same rights and obligations of the Owner with respect to the Subject Property. Any Successor of the Owner shall be bound by the obligations of this Agreement. This Agreement shall survive the annexation of the Subject Property. In the event the Owner transfers any interests in this Agreement or the Subject Property, the Owner shall provide the Village with the following in writing: (1) the name, address, telephone number, and other contact information for the Successor; and (2) a copy of the document transferring the interest from the Owner to the Successor. The transfer notice contemplated in the sentence above shall be provided no less than ten (10) business days prior to the intended date of transfer.

E. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. This Agreement shall be enforced in the Circuit Court of Kane County, Illinois.

F. Severability. The Parties, or any party claiming by or through them, shall not contest or dispute the validity, legality or enforceability of any provision, covenant, or portion of this Agreement or of any ordinance adopted by the Village pursuant to this Agreement. If, for any reason, the annexation, Zoning Relief, plans, plats or engineering approvals for the Subject Property provided for herein is/are ruled invalid in whole or in part, the Village, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the intent of this Agreement and the objectives of the Parties as set forth in this Agreement.

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

H. Amendments and Modifications. This Agreement represents the entire agreement by and between the Parties and all prior discussions and/or negotiations in regard to the subject matter of this Agreement are hereby merged and integrated herein and are hereby superseded. No change to this Agreement shall be effective unless and until such change is reduced to writing and approved by the Corporate Authorities and executed by the Owner at the time any modification is intended to be effective, pursuant to all Requirements of Law, including the public hearing requirements as set forth in the Illinois Municipal Code. The approval or amendment of any plan providing for the development of the Subject Property consistent with the Owner's submissions will not, in and of itself, be deemed an amendment to this Agreement. The Parties acknowledge and agree that certain amendments may affect only a portion of the Subject Property. In such event, such amendment need be executed only by the relevant Owner whose property is affected thereby.

I. Defense. The Village agrees to cooperate with the Owner in the defense of any lawsuits or claims brought by any person or persons in regard to the following matters: (1) this Agreement, including exhibits thereto; (2) the annexation of the Subject Property, or any part thereof; (3) the zoning of the Subject Property; (4) any final plans or final plats for the Subject Property; and (5) any suit for condemnation for all or any portion of the Subject Property (brought by any other governmental body). The Village's obligations under this Subsection shall not require the Village to incur any costs or expenses.

1. In the event any such lawsuit names the Village as a party, the Owner may elect to appear and defend the litigation on behalf of the Village, in which case the Owner and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village in the case. In the alternative, the Owner may tender the defense of the matters to the Village, in which case the Owner and the Village shall by mutual agreement choose an attorney or attorneys to represent the Village in the case. In either event, the Owner shall reimburse the Village for the costs incurred by the Village in such defense, including reasonable attorneys' fees.

2. The Village and the Owner shall cooperate with each other as necessary to defend any such lawsuit. In the event a third party is able to settle any such litigation or claim against the Owner and/or the Village, the Village may then elect to join in such settlement, subject to the following: if the Village declines or refuses to join in such settlement, then from and after the time of the Village's declining or refusal, the Owner shall have no obligation to reimburse the Village for its costs and reasonable attorneys' fees incurred thereafter.

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

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

J. Integration. This Agreement supersedes all prior agreements and negotiations between the Parties and sets forth all promises, inducements, agreements, conditions and understandings between and among the Parties relative to the annexation of the Subject Property, Zoning Relief and construction of the Project. There are no promises, agreements, conditions, or understandings, either oral or written, expressed or implied, between or among them relative to the annexation of the Subject Property, other than as set forth in this Agreement.

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

L. Consents. Whenever the consent or approval of any Party is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed and, in all matters contained herein, the Parties shall have an implied obligation of reasonableness except as may be expressly set forth otherwise.

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

N. Rights Cumulative and Non-Waiver. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law. No Party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure by any Party to exercise any such right at any time shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect such Party's right to enforce such right or any other right. No action taken by any Party to enforce this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to the Party at law or in equity.

O. Authority to Execute, Warranties, Counterparts. The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the Village: (1) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement; (2) that all legal actions needed for it to execute, deliver, and perform under this Agreement have been taken; and (3) that neither the execution of this Agreement nor the performance of the obligations assumed by it will: (a) result in a breach or default under any agreement to which it is a party; or (b) violate any Requirements of Law, court order or agreement to which it is subject. This Agreement may be executed in counterparts.

P. Calendar Days and Time. Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or a Federal or Illinois State holiday, then said notice or obligation may be given or performed on the next business day thereafter.

Q. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of or amendments thereto as may, from time to time, hereafter occur.

R. No Third-Party Beneficiaries, No-Partnership Created. No claim as a third-party beneficiary under this Agreement by any person, firm, corporation or other entity shall be made or be valid against the Village or the Owner, and the Village and the Owner do not intend to confer any benefit upon any such person, firm, corporation, or entity by this Agreement. This Section shall not be deemed to limit the rights of Successors or successors of the Corporate Authorities. Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

S. No Mortgage. The Owner affirmatively states and represents that currently there is no mortgage or other security interest affecting title to the Subject Property, unless previously disclosed to the Village in writing.

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

U. Bond. If it is determined to be necessary or in the best interests of the Village, the Village, in its sole and absolute discretion, may reduce the amount of any bond, letter of credit or guarantee.

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

(The remainder of this page intentionally left blank. Signature pages to follow.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

ON BEHALF OF THE VILLAGE:

VILLAGE OF HAMPSHIRE,
an Illinois municipal corporation

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

ATTEST:

By: _____
Karen L. Stuehler
Village Clerk

SEAL

ON BEHALF OF THE OWNER:

GONZALO TINAJERO, an individual residing in Illinois

By: _____
Gonzalo Tinajero
Record Owner of the Subject Property

HILLTOP CONCRETE CONSTRUCTION INC., an Illinois corporation

By: _____
Gonzalo Tinajero
President and Secretary of Hilltop Concrete Construction Inc.

YADIRA ARREOLA, an individual residing in Illinois

By: _____
Yadira Arreola
Record Owner of the Subject Property

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

This instrument was acknowledged and executed before me on the _____ day of _____, 2024, by Michael J. Reid, Jr., the Village President of the VILLAGE OF HAMPSHIRE (the “Village”), an Illinois non-home rule municipality, and by Karen L. Stuehler, the Village Clerk; and they signed and delivered said instrument on behalf of the Village, and caused the seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of the Village, as their free and voluntary act and as the free and voluntary act and deed of the Village for the uses and purposes therein set forth, all on behalf of the Village.

Notary Public

My Commission expires: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

This instrument was acknowledged and executed before me on the _____ day of _____, 2024, by Gonzalo Tinajero, an individual residing in Illinois and the President and Secretary of Hilltop Concrete Construction Inc. and Yadira Arreola, an individual residing in Illinois, and that they signed and delivered said instrument on their behalf and caused their seal, if any, to be affixed thereto, pursuant to their free and voluntary act for the uses and purposes therein set forth all on behalf of themselves and the aforementioned corporation.

Notary Public

My Commission expires: _____

LIST OF EXHIBITS

EXHIBIT A -	Legal Description
GROUP EXHIBIT B -	Annexation Petition and Zoning Application
EXHIBIT C -	Final Plat of Subdivision
GROUP EXHIBIT D - separated]	Grading Plan and Tree Removal Plan [Internal Note: these may be
EXHIBIT E -	Findings of Fact of the PZC
GROUP EXHIBIT F - separated]	Design Standards for Street Lights, etc. [Internal Note: these may be

EXHIBIT A
(Legal Description)

Parcel 1:

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter in Hampshire Township, Kane County, Illinois, (excepting that part conveyed to Wesley J. Brazas Jr by Deed 1721995 recorded May 17, 1985 and described as follows: The South 250.0 feet of the West 250.0 feet of the East 450.0 feet of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter, in Hampshire Township, Kane County, Illinois.) Also excepting that part taken by IDOT per Case Ed 86 008 per document recorded February 28, 1985 as Document No. 1760571.

Parcel 2:

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of the state road with the East line of said Northwest Quarter of the Northeast Quarter, thence Westerly along said Southerly line, 9 chains to the Place of Beginning, thence Southerly at right angles to said Southerly line, 2 chains, thence Westerly, parallel with said Southerly line, 4 chains, thence Northerly to a point in the Southerly line of the South highway, 4 chains, 3 rods, and 6.0 feet Westerly, as measured along the Southerly line of said highway from the Place of Beginning, thence Easterly along said Southerly line 4 chains, 3 rods, and 6.0 feet, to the Place of Beginning, all in the Township of Hampshire, Kane County, Illinois.

PINs: 01-13-200-005 and 01-13-200-012

Common Address: 44W459 Big Timber Road, Hampshire, Illinois 60140 (also listed by Kane County as 44W369 Big Timber Road, Hampshire, Illinois 60140)

GROUP EXHIBIT B
(Annexation Petition and Zoning Application)



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

Zoning Review Application

Date: May 31, 2023

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

(check all that apply)

- Variance*
- Special Use Permit*
- Rezoning from F County District to M1 with a special use to operate a contractor yard with a variation for gravel driveway and parking on the South side of the property. The northern lots b-3 for the frontage property on Big Timber and Route 20
District (ex. M1 to M2)*
- Annexation
- Subdivision
- Other Site Plan: _____ *requires a 15-30 day public notice period

PART I. APPLICANT INFORMATION

APPLICANT (Please print or type)

Name: Gonzalo Tinajero Yadira Arreola Email: goni68@sbcglobal.net

Address: 538 Towne Ct Gilberts Il 60136-9633 Phone: 847 337 0239

CONTACT PERSON (If different from Applicant)

Name: Joseph Gottemoller Attorney Email: Joe@mchenrycountylaw.com

Address: 1 N Virginia Street Crystal lake Il 60014 Phone: 815 459 5152

IS THE APPLICANT THE OWNER OF THE SUBJECT PROPERTY?

XXYES ___NO

If the Applicant is not the owner of the subject property, a written statement from the Owner authorizing the Applicant to file the Development Application must be attached to this application.

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

___YES XXNO

If the Applicant and/or owner of the subject property is a Trustee of a land trust or beneficiaries of a land trust, a Disclosure Statement identifying each beneficiary of such land

trust by name and address, and defining his/her interest therein, shall be verified by the Trustee and shall be attached hereto.

PART II. PROPERTY INFORMATION

Name of Development (if any): Hilltop Concrete Construction Annexation,
Zoning and Subdivision Plan Tinajero Subdivision

Address: 44W459 Big Timber Rd Hampshire IL 60140

Parcel 01-13-200-012, 01-13-200-005 Number(s):

Total Area (acres): 15

Legal Description: See survey

Fire Hampshire Fire Protection District:

School District 300 District:

Library Ella Johnson Memorial Public Library District:

Park Hampshire District:

Township: Hampshire

Current Zoning District: F (County)

Current Use:
Vacant

Proposed Zoning/Variance/Use:

The Southern lot will be classified M-1 with a special use to operate a contractor yard business and a variance to allow gravel for driveway and parking. The other 2 lots will be classified for future a B-3 commercial use.

Reason/Explanation for Zoning/Variance/Use:

The zoning, special use, variation and subdivision will allow for the development of the property.

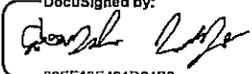
PART III. REQUIRED DOCUMENTATION

From chart on next page

- Signed Development Application
- Signed Developer's Agreement (Attachment A)
- Deposit/Fee \$ 10,000
(see Village Ordinances and Requirements section)
- Proof of Ownership or Option
- Legal Description of Property - Plat of Survey
- List of property owners within 250 ft with parcel numbers (Attachment B)
(see Attachment C for an example notification letter)
- Concept Plan - see Subdivision Regulations for more information
- Preliminary Plan - see Subdivision Regulations for more information
- Final Plan - see Subdivision Regulations for more information
- Site Plan
- Landscape Plan: Preliminary or Final
- Architectural Elevations
- Petition for Annexation
- Plat of Annexation
- Soil & Water Conservation District Land Use Opinion - See Kane-DuPage SWCD webpage
- Other _____

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

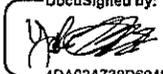
I, Gonzalo Tinajero, Yadira Arreola, hereby apply for review and approval of this application and represent that the application and requirements thereof and supporting information have been completed in accordance with the Hampshire ordinances.

DocuSigned by:


 Signature

9/13/2023

 Date

DocuSigned by:


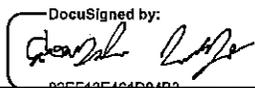
 Signature

9/13/2023

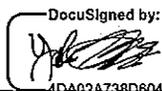
 Date

WHEREFORE, Petitioners respectfully requests that the Corporate Authorities of the Village of Hampshire, Kane County, Illinois, annex the territory herein described in Exhibit "A" to the said Village, in accordance with the provisions of this petition and contingent upon and pursuant to the terms of the proposed annexation agreement and in accordance with the law in such case may be provided.

Dated this _____ day of _____, 2023.

DocuSigned by:

02EF13E461D94B3...

Gonzalo Tinajero

DocuSigned by:

4DA02A738D6048C...

Yadira Arreola

Prepared by: Joseph Gottemoller
McHenry County LawLLC
Attorney for Petitioners
One North Virginia Street
Crystal Lake, IL 60014
(815)459-5152

Parcel 1:

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter in Hampshire Township, Kane County, Illinois, (excepting that part conveyed to Wesley J. Brazas Jr by Deed 1721995 recorded May 17, 1985 and described as follows: The South 250.0 feet of the West 250.0 feet of the East 450.0 feet of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter, in Hampshire Township, Kane County, Illinois.) Also excepting that part taken by IDOT per Case Ed 86 008 per document recorded February 28, 1985 as Document No. 1760571.

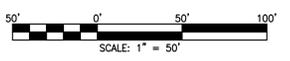
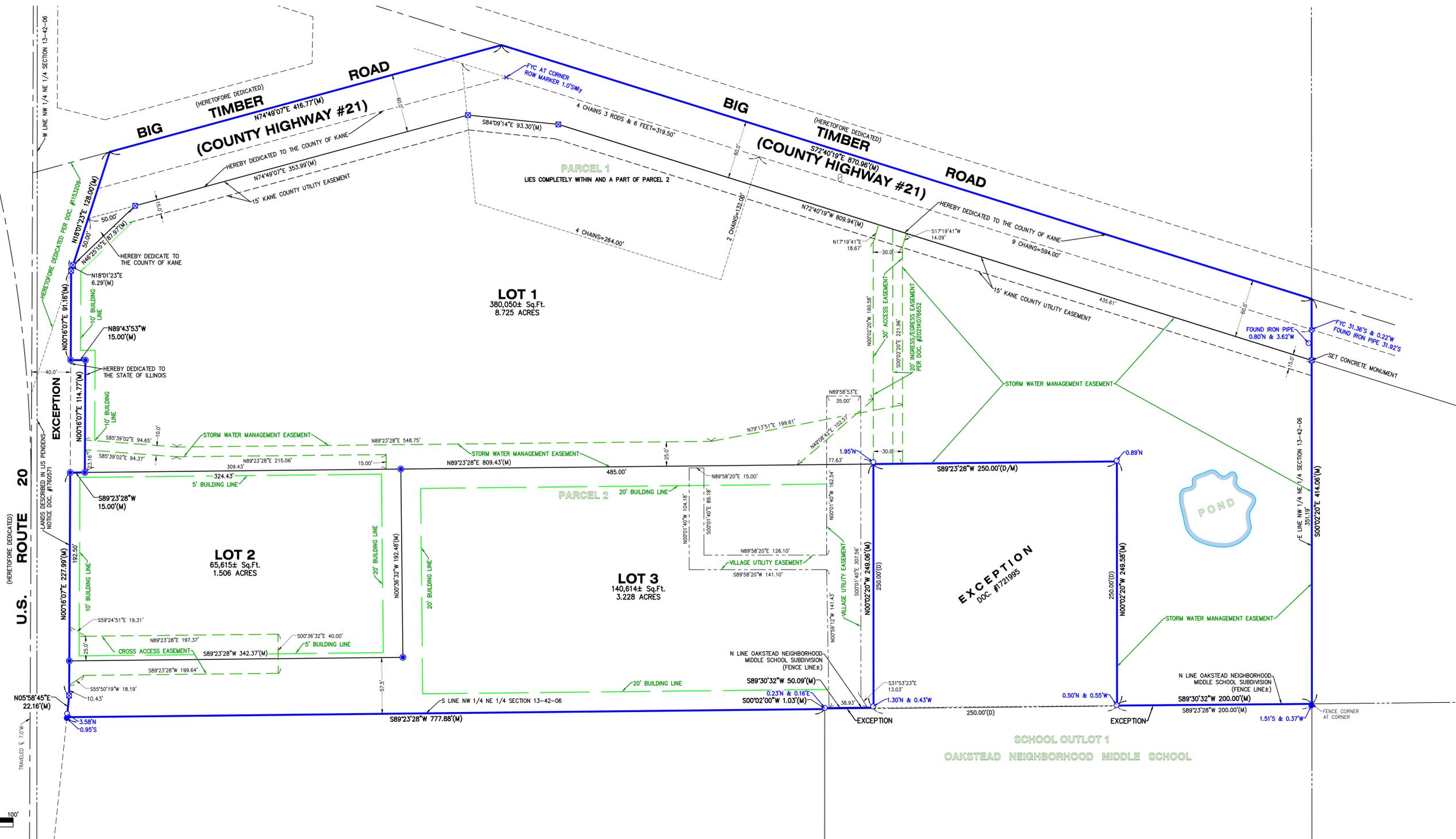
Parcel 2:

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of the state road with the East line of said Northwest Quarter of the Northeast Quarter, thence Westerly along said Southerly line, 9 chains to the Place of Beginning, thence Southerly at right angles to said Southerly line, 2 chains, thence Westerly, parallel with said Southerly line, 4 chains, thence Northerly to a point in the Southerly line of the South highway, 4 chains, 3 rods, and 6.0 feet Westerly, as measured along the Southerly line of said highway from the Place of Beginning, thence Easterly along said Southerly line 4 chains, 3 rods, and 6.0 feet, to the Place of Beginning, all in the Township of Hampshire, Kane County, Illinois.

EXHIBIT C
(Final Plat of Subdivision)

FINAL PLAT OF TINAJERO SUBDIVISION

Being a Subdivision of part the Northwest Quarter of the Northeast Quarter of Section 13,
Township 42 North, Range 6, East of the Third Principal Meridian, in Kane County, Illinois.



CLIENT: B & C ENTERPRISES
DRAWN BY: PJD CHECKED BY:
SCALE: N/A SBC 13 T 42 R 6 B
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 01-13-200-005, 012
JOB NO.: 230129 I.D. FPS
FIELDWORK COMP.: 06/26/23 BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 88° F.

LEGEND	
□	FOUND BOLT
●	FOUND IRON BAR
○	FOUND IRON PIPE
⊗	FOUND OR SET MONUMENT
●	SET IRON BAR

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/15/23	REVISED BOUNDARY PER ADJ. SUBDIVISION	APG
2	08/25/23	REVISED PROPOSED RIGHT OF WAY WIDTH	PJD
3	1/9/24	KDOT AND VILLAGE REVIEW #1	APG
4	2/21/24	ACCESS EASEMENT REVISION	TVA
5	3/4/24	EASEMENT PROVISION REVISIONS	APG

TINAJERO SUBDIVISION SHEET NO. 1 OF 2



FINAL PLAT OF TINAJERO SUBDIVISION

Being a Subdivision of part the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6, East of the Third Principal Meridian, in Kane County, Illinois.

OWNERS CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

This is to certify that _____ is the fee simple owner of the property described in the foregoing surveyor's certificate and has caused the same to be surveyed, subdivided, and platted as shown hereon for the uses and purposes herein set forth as allowed and provided for by statute, and hereby acknowledges and adopts the same under the style and title aforesaid. The undersigned hereby dedicates for public use the lands shown on this plat for thoroughfares, streets, alleys and public services; and hereby also reserves for the Village of Hampshire, Ameritech, Com Ed, Nicor, Mediacom and their respective successors and assigns, the easement provisions which are stated and shown hereon. The undersigned further certify that all of the land included in this plat lies within the boundaries of community unit school district 300.

Dated at _____, Kane County, Illinois, this _____ day of _____, 2024 A.D.

Owner/Owners _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for the county and state aforesaid, do hereby certify that _____ and _____ personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2024 A.D.

Notary Public _____ My Commission Expires _____

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

_____ hereby certifies that as mortgagee of the property described hereon under Mortgage dated _____ and recorded in the Recorder's Office of _____ County, Illinois as Document No. _____ it consents to the dedication and Subdivision as hereon drawn.

Dated this _____ day of _____, 2024 A.D.

By: _____ Title: _____

ATTEST: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for the county and state aforesaid, do hereby certify that _____ and _____ personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2024 A.D.

Notary Public _____ My Commission Expires _____

COUNTY ENGINEERS CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Approved this _____ day of _____, 2024 A.D.

County Engineer _____

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

This is to certify that the members of the Plan Commission of the Village of Hampshire have reviewed and approved the above plat.

Dated this _____ day of _____, 2024 A.D.

Chair _____ Secretary _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Approved by the President and the Board of Trustees of the Village of Hampshire, Illinois, this _____ day of _____, 2024 A.D.

Village President _____ Attest: Village Clerk _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Approved by the Village Engineer of the Village of Hampshire, Illinois, this _____ day of _____, 2024 A.D.

Village Engineer _____

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, Village collector of the Village of Hampshire, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have been apportioned against the tract of land included in this plat.

Dated at Hampshire, Kane County, Illinois, this _____ day of _____, 2024 A.D.

Village Collector _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Approved by the Village Engineer of the Village of Hampshire, Illinois, this _____ day of _____, 2024 A.D.

Village Engineer _____

License No. _____

Expiration Date: _____

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to Paragraph 2 of "An Act to revise the law in relation to plats," as amended. A plan that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will be required by the Department.

JOSE RIOS, P.E. Region 1 Engineer

PUBLIC UTILITY EASEMENT PROVISION

Public Utility Easements; Electric And Communications: ComEd, Ameritech, Mediacom cable services, and other utility companies providing electric and communications services, their respective successors and assigns, jointly or severally are hereby given exclusive easement rights to all platted easements designated "public utility easement" or "PUE" and joint easement rights with the village of Hampshire to all platted easements designated "utility easement" or "UE" and easement rights in all platted streets and alleys to install, operate, maintain and remove, from time to time, facilities used in connection with the transmission and distribution of electricity and sounds and signals, together with the right to install required service connections to serve the improvements of each lot, the right to cut down and remove or trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with any of said public utility equipment. The location of facilities in platted streets and alleys shall not conflict with public improvements and shall be subject to village approval. No permanent buildings or trees shall be placed on said easement, but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted. All utility lines shall be constructed underground. No overhead lines will be permitted.

NICOR GAS EASEMENT PROVISION

Nicor: Nicor, its successor and assigns, is hereby given easement rights to all platted streets and alleys. Said easement to be for the installation, relocation, renewal and removal of gas mains and appurtenances. Location of mains and appurtenances shall not conflict with public improvements and shall be subject to village approval.

VILLAGE UTILITY EASEMENT PROVISIONS

Village Utility Easements: The village of Hampshire is hereby given exclusive easement rights to all platted easements designated "village utility easement" or "VUE" and joint easement rights with public utilities in easements designated as "utility easement" or "UE". Said easement shall be used solely to install, operate, maintain and remove from time to time underground facilities and appurtenances used in connection with the water, sanitary sewer or storm drainage systems of the village of Hampshire, except that the easements may be graded as swales to receive local surface drainage. No permanent building or trees shall be placed on said easement, but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

STORMWATER MITIGATION/BEST MANAGEMENT PRACTICES (BMPs) RESTRICTIVE COVENANT BY PLAT

I/We _____, fee owner of the following described real property located in the Village of Hampshire, Illinois, County of Kane, State of Illinois, such property being the real property now duly platted as TINAJERO SUBDIVISION, as such plat is now recorded as Document No. _____, in the office of the Recorder of Deeds of the County of Kane, State of Illinois, makes the following declarations as to limitations, restrictions and uses to which those areas designated as STORMWATER MITIGATION/BEST MANAGEMENT PRACTICES (BMPs) in said parcel/subdivision may be put, and specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and their successors, and all persons claiming under them, and for the benefit of and limitations on all future owners in such parcel/subdivision and the surrounding and downstream and upstream areas, this declaration being in compliance with applicable stormwater and drainage rules, regulations, and ordinances as specified herein: Purpose: The purpose of this restrictive covenant is to perpetually preserve the Volume reduction and Water Quality Treatment permitted Stormwater Mitigation/Best Management Practices (BMPs). The obligations established by Stormwater Management Permit # _____ shall run with the land and remain in effect in perpetuity, or until said permit is modified, altered or terminated by a subsequently issued permit for the Subject Property.

1. Prohibited Actions. Any activity on, or use of, the Stormwater Mitigation/Best Management Practices (BMPs) which is inconsistent with the purpose of this covenant is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:
 - i. Construction. The placement or construction of any human-made modification such as, but not limited to, buildings, fences, roads, and parking lots is prohibited unless a permit has been obtained.
 - ii. Cutting Vegetation. Any cutting of trees or vegetation, is prohibited, except for the cutting or removal of trees or vegetation which pose a threat to Kane County Technical Guidance Manual human life or property or is part of the permitted long-term management plan.
 - iii. Land Surface Alteration. Any alteration of the surface of the land is prohibited, including, but not limited to, the removal of topsoil, sand, gravel, and rock, except as necessary to maintain the design storage and function of the Stormwater Mitigation/Best Management Practice (BMP).
 - iv. Dumping. Waste and unsightly or offensive material is not allowed and may not be accumulated in Stormwater Mitigation/Best Management Practices (BMPs).
 - v. Off-Road Recreational Vehicles. Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles may not be operated off of designated roads on the linear watercourses, non-linear water bodies, wetlands and their associated buffers.
 - vi. Signs and Billboards. Billboards are prohibited. Signs are prohibited, except the following signs may be displayed to state: The name and address of the property or the owner's name. Prohibition of any unauthorized entry or An advertisement for the sale or rent of the Property.
2. Term This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.
3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person violating or threatening to violate any covenant either to restrain violation or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any property owner in the subdivision, any property owner lying downstream or upstream adversely affected by any violation or threat to violate this covenant, or the host community or Kane County Stormwater Management Planning Committee.
4. Reference. This restrictive covenant shall be referenced on all deeds or other instruments of conveyance for all lots or parcels in said TINAJERO SUBDIVISION.

In Witness thereof I/We _____, the fee owner, has caused these presents to be signed and acknowledged, this _____ day of _____, 2024 A.D.

By: _____

CROSS ACCESS EASEMENT PROVISIONS:

The developer grants a right of cross access for general business purposes to the future owners and their invitees for general business purposes the right to cross that portion of Lots 1, 2 and 3 as designated hereon to gain access to the public streets adjoining the property. This shared access may be rearranged to comply with future buildings on lots 1, 2 or 3 but cannot be eliminated. Any future development must allow cross access from the adjoining lots to the neighboring public streets as part of their development for all three neighboring lots.

MISCELLANEOUS NOTES:

- 1) Lot 1 shall have one access to Big Timber Road, located within the indicated access easement.
- 2) There shall be no internal site access to this access drive isle within 300' of Big Timber Road.

MAINTENANCE OF COMMON AREAS FUTURE ASSOCIATION:

Upon the sale of either lots 1, 2 or 3 to a third party the owner of this subdivision will create an owner's association to manage the common area maintenance of both the detention area and common cross access easement. Each future owner shall be a member of said association.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, County Clerk of Kane County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid current taxes, no unpaid forfeited taxes, and no redeemable tax sales against any of the land included in the annexed plat. I further certify that I have received all statutory fees in connection with the annexed plat.

Given under my name and seal of the County Clerk at Geneva, Illinois, this _____ day of _____, 2024 A.D.

County Clerk _____

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

This instrument filed for record in the Recorder's office of Kane County, Illinois, on this _____ day of _____, 2024 A.D., at ____ o'clock ____M. and recorded as

Document Number: _____

County Recorder _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____, an Illinois Registered Land Surveyor, do hereby certify that we have surveyed and subdivided the following described property, and that the Plat as drawn represents said survey and subdivision thereof;

Parcel 1: That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter in Hampshire Township, Kane County, Illinois, (excepting that part conveyed to Wesley J. Brazos Jr by Deed 1721995 recorded May 17, 1985 and described as follows: The South 250.0 feet of the West 250.0 feet of the East 450.0 feet of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter, in Hampshire Township, Kane County, Illinois.) Also excepting that part taken by IDOT per Case Ed 86 008 per document recorded February 28, 1985 as Document No. 1780571. Also excepting that part of the said Northwest Quarter of the Northeast Quarter falling within Oakstead Neighborhood Middle School, being a subdivision of part of the said Northwest Quarter, according to the plat thereof recorded December 15, 2021 as Document No. 2021K093105.

Parcel 2: That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of the state road with the East line of said Northwest Quarter of the Northeast Quarter, thence Westerly along said Southerly line, 9 chains to the Place of Beginning, thence Southerly to said Southerly line, 2 chains, thence Westerly, parallel with said Southerly line, 4 chains, thence Northerly to a point in the Southerly line of the South highway, 4 chains, 3 rods, and 6.0 feet Westerly, as measured along the Southerly line of said highway from the Place of Beginning, thence Easterly along said Southerly line 4 chains, 3 rods, and 6.0 feet, to the Place of Beginning, all in the Township of Hampshire, Kane County, Illinois.

I, further certify, that upon completion of construction, concrete monuments, as shown, and 5/8" iron bars at all lot corners and points of change in alignment will be set, as required by the Plat Act (765 ILCS 205/1). This is also to certify that the property, as described, lies within the corporate limits of the Village of Hampshire, Illinois, which has adopted a comprehensive plan. I, further certify, that based upon examination of the Flood Insurance Rate Map of Kane County, Illinois #17089C0126J with an effective date of June 2, 2015 indicates subject property residing in Zone "X" an area determined to be outside the 0.2% chance of annual flooding.

I, further certify, that these professional service conforms to the current Illinois Minimum Standards applicable to a Boundary Survey, as it applies to a Final Plat of Subdivision. All distances are given in feet and decimal thereof.

Given under my hand and seal at, Woodstock, Illinois this the ____th, day of 2024 A.D.

Illinois Registered Professional Land Survey No. _____
Vanderstappen Land Surveying, Inc.
Design Firm No. 184-002792
Expires: April 30, 2025

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/15/23	REVISED BOUNDARY PER ADJ. SUBDIVISION	APG
2	08/25/23	REVISED PROPOSED RIGHT OF WAY WIDTH	P.D
3	1/9/24	KDOT AND VILLAGE REVIEW #1	APG
4	2/21/24	REVISED DATES & PROVISIONS	TYA
5	3/4/24	EASEMENT PROMSION REVISIONS	APG

TINAJERO SUBDIVISION SHEET NO. 2 OF 2

CLIENT: B & C ENTERPRISES
DRAWN BY: PJD CHECKED BY: _____
SCALE: N/A SBC_13 T_42 R_6 B.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 01-13-200-005, 012
JOB NO.: 230129 I.D. FPS
FIELDWORK COMP.: 06/26/23 BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL REF.
PARTS THEREOF CORRECTED TO 88' F.

GROUP EXHIBIT D
(Grading Plan and Tree Removal Plan)



J. CONDON & ASSOCIATES, INC.
CONSULTING ENGINEERS
5415 BUSINESS PARKWAY
RINGWOOD, ILLINOIS 60072
815.728.0068
IL DESIGN FIRM # 184-006759

**B & C
ENTERPRISES**
ELGIN,
ILLINOIS



SCALE
1" = 60'
ISSUE DATE
10/23/2023

PROJECT MANAGER
JEC

DESIGNER
LRT

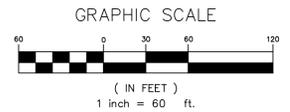
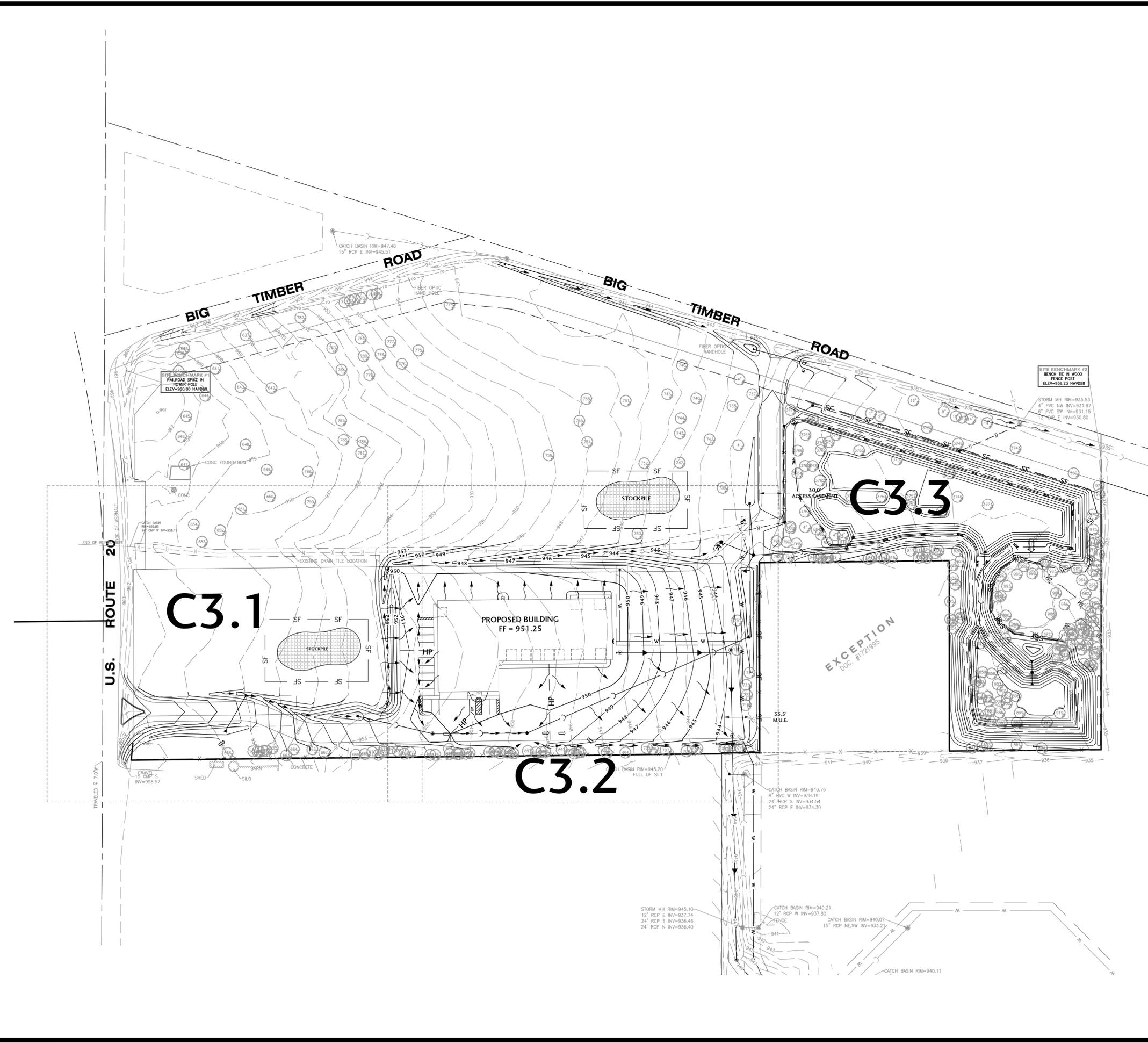
QUALITY CONTROL
MAM

**TINAJERO
SUBDIVISION**
HAMPSHIRE,
ILLINOIS

Seed Mixture	Moisture Regime	Sun Light	Salt Tolerance	Seeding Rates (PLS)	
				lbs/ac	lbs/1000 SF
Kentucky blue grass use at least 3 varieties	dry-well drained	full-partial	moderate	88-130	2-3
Kentucky blue grass Red fescue	dry-well drained	full	moderate	110 44	2.5 1
Tall fescue (turf type)	dry-wet	full-shade	moderate	220-260	5-6
Red Fescue Kentucky blue grass	dry-well-drained	full-partial	moderate to high	110 44	2.5 1
Kentucky blue grass Perennial ryegrass	dry-well-drained	full-partial	moderate	86 43	2 1
Red fescue Alkali grass Squirreltail grass	wet-moist	full-partial	high to very high	35 35 15	0.8 0.8 0.35

Seeding Dates		
Spring	Northern IL	Early Spring to June 1
	Central IL	Early Spring to May 15
	Southern IL	Early Spring to May 15
Fall	Northern IL	August 1 to September 1
	Central IL	August 1 to September 10
	Southern IL	August 1 to September 20
Dormant	Northern IL	November 1 to March 15
	Central IL	November 15 to March 1
	Southern IL	November 15 to March 1

- EROSION CONTROL SEQUENCE OF CONSTRUCTION/EROSION CONTROL MEASURES**
1. Installation of sedimentation and erosion control measures.
 2. Construction of detention basins and sediment traps.
 3. Site clearing and topsoil stripping.
 4. Excavation and grading.
 5. Placement of topsoil on disturbed areas.
 6. Seeding, landscaping and final stabilization Seeding to be completed within 7 days of final grading.
 7. All temporary erosion control measures shall be removed and disposed of within 30 days of final stabilization. All trapped sediment is required to be stabilized or disposed.
-
- EROSION CONTROL NOTES**
1. Construction on this site shall comply with all CITY/VILLAGE/COUNTY ordinances pertaining to erosion control.
 2. All disturbed areas shall be stabilized within 7 days of active disturbance.
 3. All roadways shall be cleaned at the end of each day.
 4. Silt Sack/approved equal measure shall be placed between all open frame and grades.
 5. All erosion and sediment control practices shall be maintained and repaired as needed to ensure effective performance of the required erosion control measures.
 6. All temporary erosion control measures shall be removed and disposed of within 30 days of final stabilization. All trapped sediment is required to be stabilized or disposed.
 7. All erosion and sediment control work shall conform to the Illinois Urban Manual for erosion control.



NO.	DATE	DESCRIPTION
1	11/08/23	PER VILLAGE REVIEW COMMENTS
2	01/22/24	PER VILLAGE & ROOT REVIEW COMMENTS
3	02/20/24	PER IDOT & ROOT REVIEW COMMENTS

PROJECT NUMBER
BCEI-23005-3

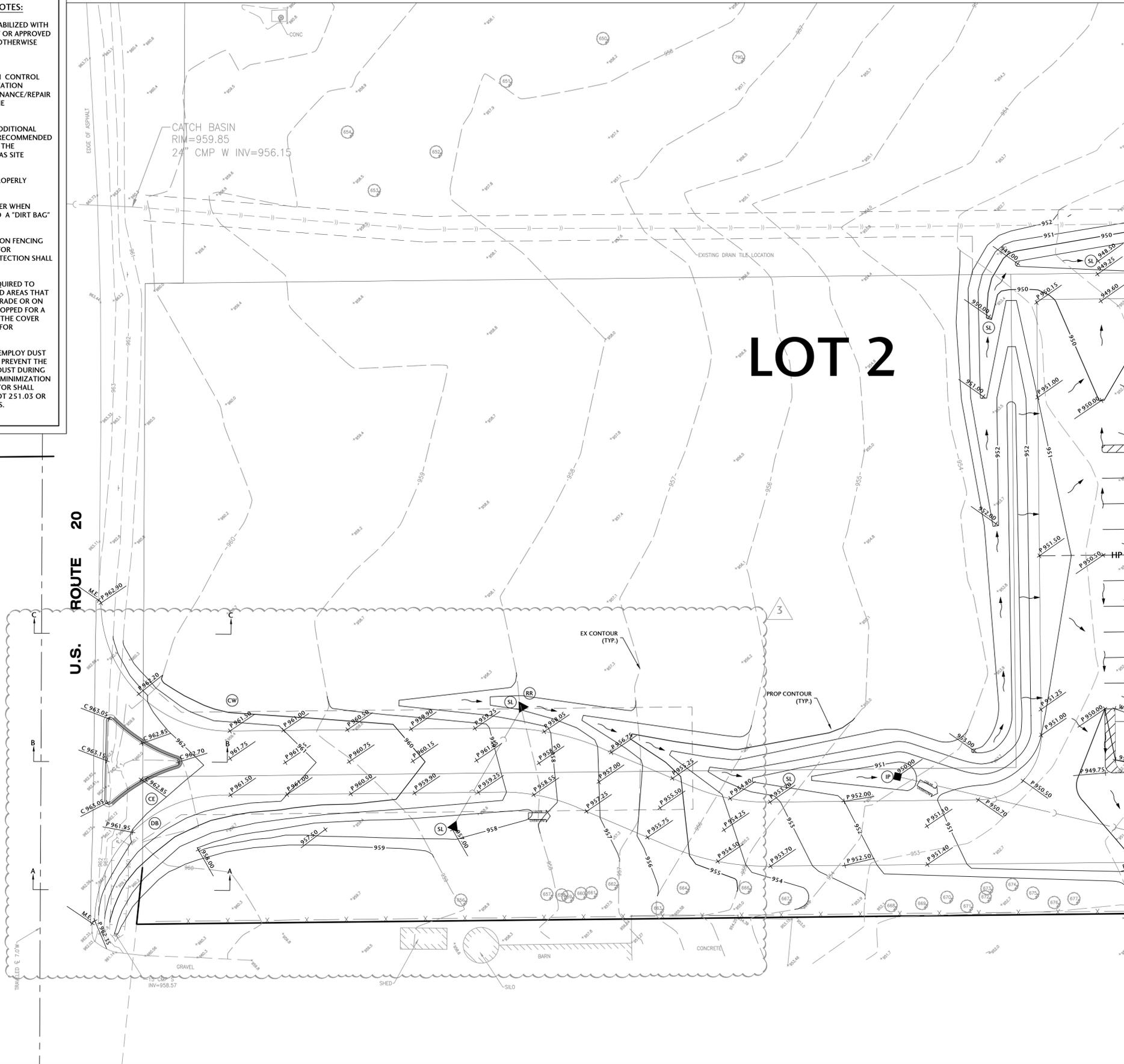
SHEET TITLE
OVERALL
GRADING &
EROSION
CONTROL PLAN

SHEET NUMBER

C3.0

GRADING & EROSION CONTROL NOTES:

1. ALL DISTURBED AREAS SHALL BE STABILIZED WITH NA GREEN DS75 EROSION BLANKET OR APPROVED EQUAL OR HYDROSEEDED UNLESS OTHERWISE NOTED WITHIN THE PLAN SET.
2. CONTRACTOR RESPONSIBLE FOR MAINTENANCE/REPAIR OF EROSION CONTROL MEASURES UNTIL ADEQUATE VEGETATION GROWTH HAS OCCURRED. MAINTENANCE/REPAIR WORK SHALL BE INCIDENTAL TO THE INSTALLATION COSTS.
3. CONTRACTOR RESPONSIBLE FOR ADDITIONAL EROSION CONTROL MEASURES AS RECOMMENDED BY THE ENFORCEMENT OFFICER OR THE DESIGNATED EROSION INSPECTOR AS SITE CONDITIONS WARRANT.
4. ALL TRAPPED SEDIMENT IS TO BE PROPERLY STABILIZED OR DISPOSED OF.
5. IF CONTRACTOR NEEDS TO DEWATER WHEN EXCAVATING, THEY MUST PUMP TO A "DIRT BAG" OR APPROVED EQUAL.
6. WHERE THE USE OF TREE PROTECTION FENCING DOES NOT PROVIDE AMPLE ROOM FOR CONSTRUCTION, TREE TRUNK PROTECTION SHALL BE USED.
7. TEMPORARY SEEDING SHALL BE REQUIRED TO TEMPORARILY STABILIZE DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH CONSTRUCTION WILL BE STOPPED FOR A PERIOD OF MORE THAN 14 DAYS. THE COVER CROP SEED MIX SHALL BE UTILIZED FOR TEMPORARY SEEDING.
8. CONTRACTOR IS RESPONSIBLE TO EMPLOY DUST CONTROL METHODS TO REDUCE & PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. IN ADDITION TO MINIMIZATION OF SOIL DISTURBANCE, CONTRACTOR SHALL UTILIZE MULCHING METHODS (IDOT 251.03 OR 251.04), IRRIGATION AND BARRIERS.





J. CONDON & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 5415 BUSINESS PARKWAY
 RINGWOOD, ILLINOIS 60072
 815.728.0068
 IL DESIGN FIRM # 184-006759

**B & C
 ENTERPRISES**

ELGIN,
 ILLINOIS



SCALE

1" = 20'

ISSUE DATE

10/23/2023

PROJECT MANAGER

JEC

DESIGNER

LRT

QUALITY CONTROL

MAM

**TINAJERO
 SUBDIVISION**

HAMPSHIRE,
 ILLINOIS

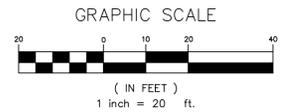
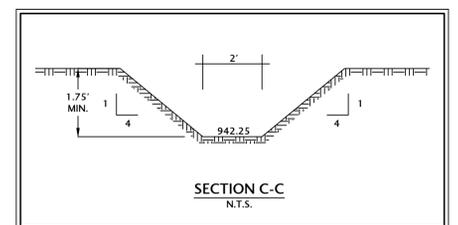
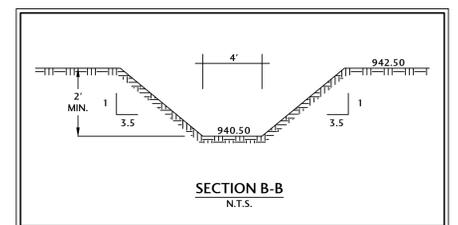
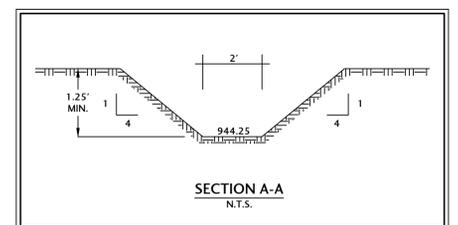
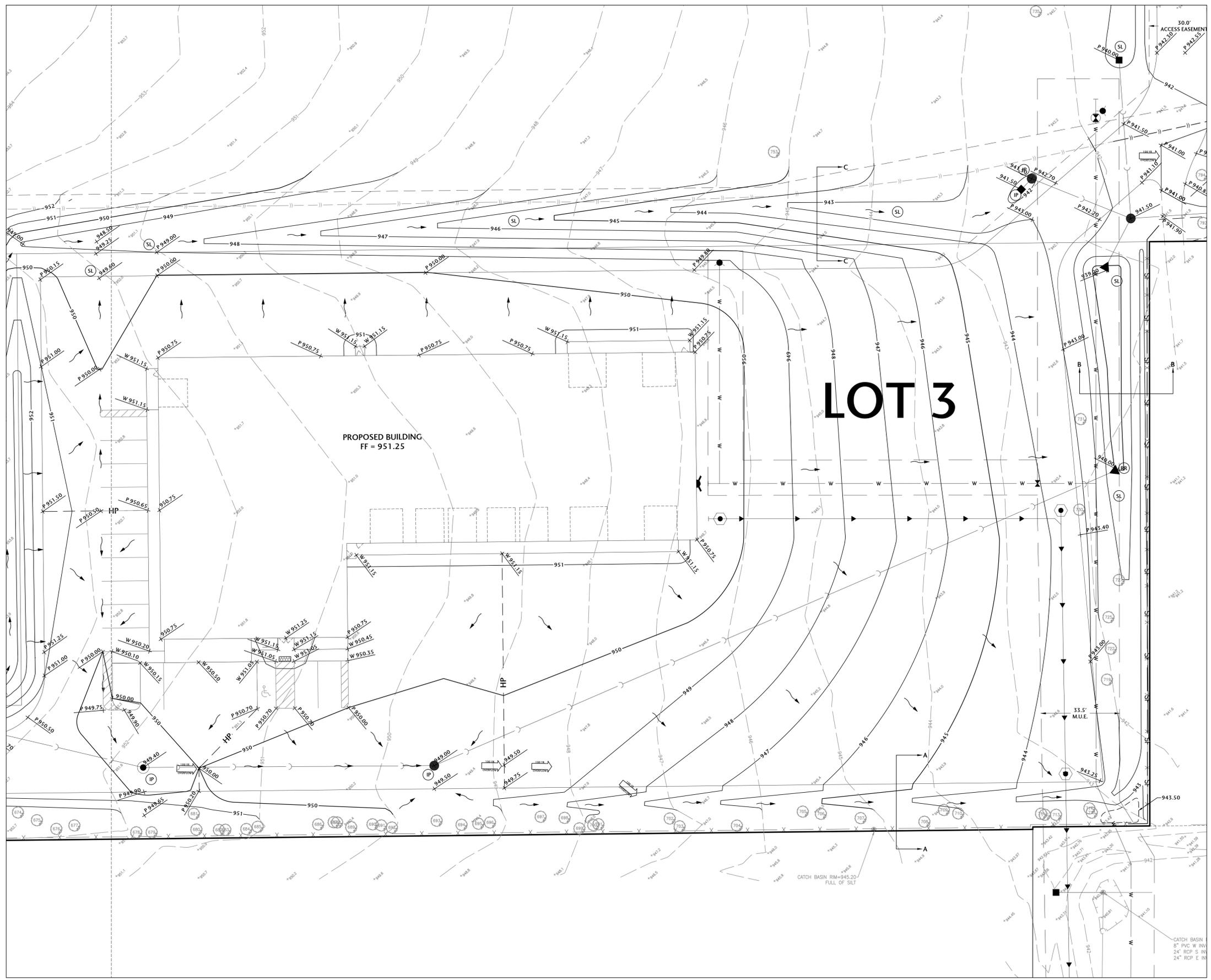
NO.	DATE	DESCRIPTION
1	11/08/23	PER VILLAGE REVIEW COMMENTS
2	01/22/24	PER VILLAGE & MOOT REVIEW COMMENTS
3	02/20/24	PER IDOT & MOOT REVIEW COMMENTS

PROJECT NUMBER
BCEI-23005-3

SHEET TITLE
**SOUTH CENTRAL
 GRADING &
 EROSION
 CONTROL PLAN**

SHEET NUMBER

C3.2





J. CONDON & ASSOCIATES, INC.
CONSULTING ENGINEERS
5415 BUSINESS PARKWAY
RINGWOOD, ILLINOIS 60072
815.728.0068
IL DESIGN FIRM # 184-006759

**B & C
ENTERPRISES**
ELGIN,
ILLINOIS

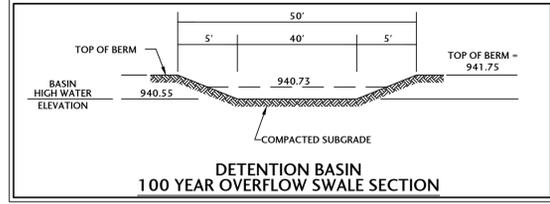
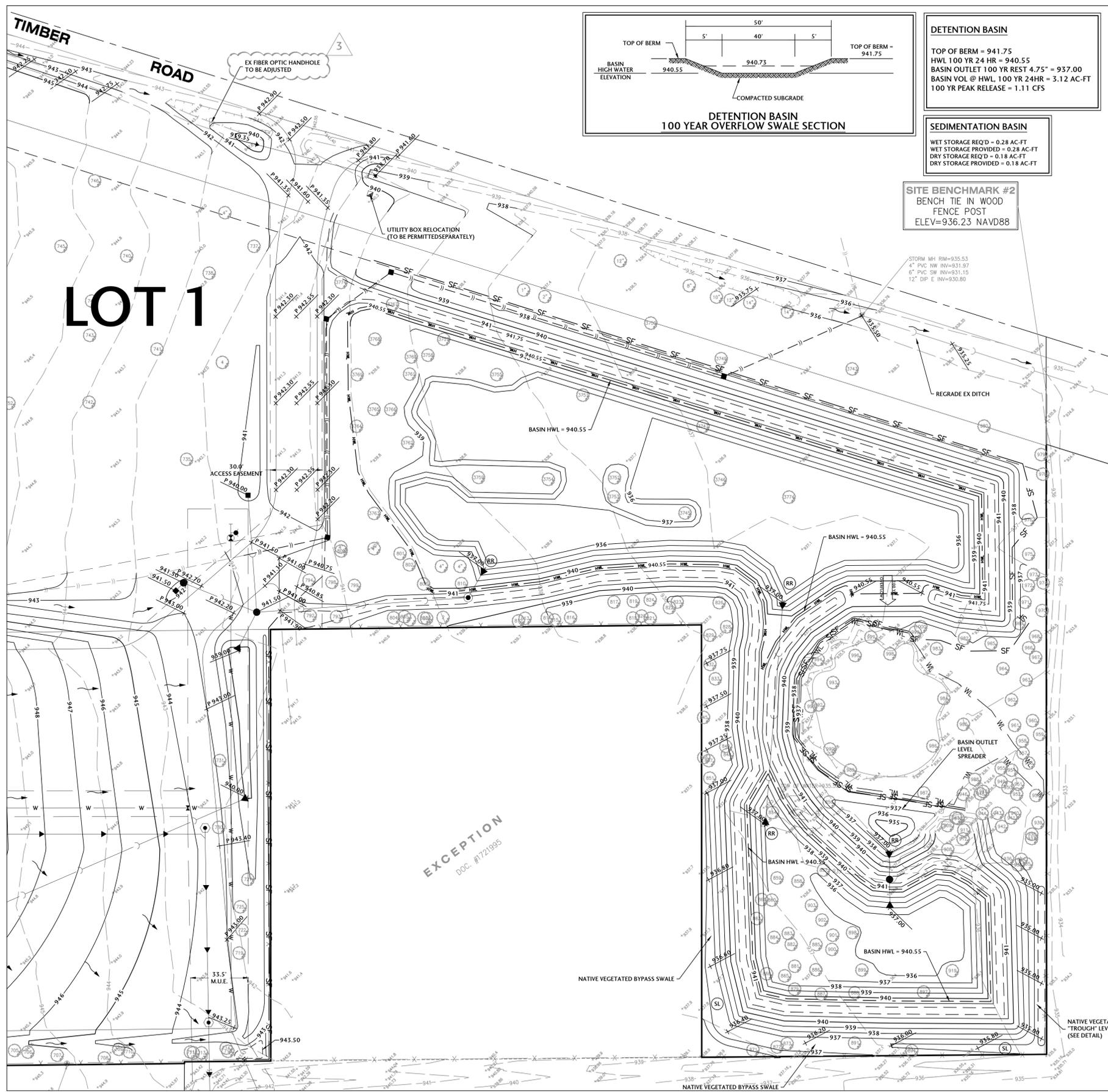


SCALE
1" = 30'
ISSUE DATE
10/23/2023
PROJECT MANAGER
JEC
DESIGNER
LRT
QUALITY CONTROL
MAM

**TINAJERO
SUBDIVISION**
HAMPSHIRE,
ILLINOIS

NO.	DATE	DESCRIPTION
1	11/08/23	PER VILLAGE REVIEW COMMENTS
2	01/22/24	PER VILLAGE & ROOT REVIEW COMMENTS
3	02/20/24	PER IDOT & ROOT REVIEW COMMENTS

PROJECT NUMBER
BCEI-23005-3
SHEET TITLE
**NORTHEAST
GRADING &
EROSION
CONTROL PLAN**
SHEET NUMBER
C3.3



DETENTION BASIN
TOP OF BERM = 941.75
HWL 100 YR 24 HR = 940.55
BASIN OUTLET 100 YR REST 4.75" = 937.00
BASIN VOL @ HWL 100 YR 24HR = 3.12 AC-FT
100 YR PEAK RELEASE = 1.11 CFS

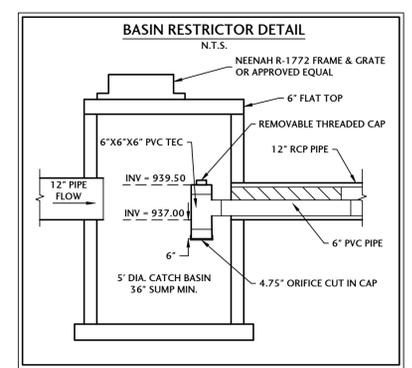
SEDIMENTATION BASIN
WET STORAGE REQ'D = 0.28 AC-FT
WET STORAGE PROVIDED = 0.28 AC-FT
DRY STORAGE REQ'D = 0.18 AC-FT
DRY STORAGE PROVIDED = 0.18 AC-FT

SITE BENCHMARK #2
BENCH TIE IN WOOD
FENCE POST
ELEV=936.23 NAVD88

Transitional Seed Mix *DETENTION BASIN (937.25-939.00)

BOTANICAL NAME	COMMON NAME	AMOUNT/ACRE
<i>Asclepias incarnata</i>	Swamp Milkweed	6 oz.
<i>Aster novae-angliae</i>	New England Aster	1 oz.
<i>Helenium autumnale</i>	Sneezewood	1 oz.
<i>Liatis spicata</i>	Marsh Blazing Star	12 oz.
<i>Moradia fistulosa</i>	Prairie Bergamot	2 oz.
<i>Physostegia virginiana</i>	Obedient Plant	6 oz.
<i>Pycnanthemum virginicum</i>	Common Mountain Mint	1 oz.
<i>Rudbeckia hirta</i>	Black Eyed Susan	2 oz.
<i>Silphium terebinthinaceum</i>	Prairie Dock	11 oz.
<i>Solidago graminifolia</i>	Grass Leaved Goldenrod	1 oz.
<i>Solidago rigida</i>	Riddell's Goldenrod	1 oz.
<i>Tradescantia ohiensis</i>	Ohio Spiderwort	3 oz.
<i>Veronica fasciculata</i>	Common Ironweed	3 oz.
<i>Veronicastrum virginicum</i>	Culver's Root	1 oz.
<i>Zizia aurea</i>	Golden Alexander	6 oz.
<i>Calamagrostis canadensis</i>	Blue Joint Grass	1 oz.
<i>Elymus virginicus</i>	Virginia Wild Rye	8 lbs 8 oz.
<i>Spartina pectinata</i>	Prairie Cord Grass	1 lb 14 oz.
<i>Poa pratense</i>	Kentucky Bluegrass (Cover Crop)	5 lbs

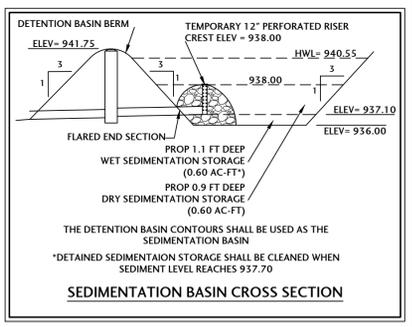
NOTE: SEEDING RATES ARE BASED UPON PURE LIVE SEED



Prairie Seed Mix *DETENTION BASIN AND ALL EXTERNAL BASIN SIDE SLOPES (ELEV. ABOVE 939)

BOTANICAL NAME	COMMON NAME	AMOUNT/ACRE
<i>Aster laevis</i>	Smooth Blue Aster	3 oz.
<i>Asclepias tuberosa</i>	Butterfly Milkweed	5 oz.
<i>Dagilisia leucantha</i>	White Wild Indigo	6 oz.
<i>Coreopsis palmata</i>	Prairie Coreopsis	6 oz.
<i>Echinacea pallida</i>	Pale Purple Coneflower	9 oz.
<i>Eryngium yuccifolium</i>	Flat-topped Aster	9 oz.
<i>Helianthus rigidus</i>	Prairie Sunflower	7 oz.
<i>Lespedeza capitata</i>	Round Headed Bush clover	8 oz.
<i>Liatis pycnostachya</i>	Prairie Blazing Star	4 oz.
<i>Moradia fistulosa</i>	Wild Bergamot	3 oz.
<i>Parthenium integrifolium</i>	Wild Quinine	6 oz.
<i>Penstemon digitalis</i>	Foxglove Beardtongue	2 oz.
<i>Petalostemum candidum</i>	White Prairie Clover	5 oz.
<i>Petalostemum purpureum</i>	Purple Prairie Clover	6 oz.
<i>Ratibida pinnata</i>	Yellow Coneflower	4 oz.
<i>Rudbeckia hirta</i>	Black-Eyed Susan	1 lb.
<i>Silphium laciniatum</i>	Compass Plant	1 lb 1 oz.
<i>Solidago rigida</i>	Stiff Goldenrod	3 oz.
<i>Zizia aurea</i>	Golden Alexander	4 oz.
<i>Argostis alba</i>	Redtop	5 oz.
<i>Andropogon scoparius</i>	Little Blue Stem	1 lb 4 oz.
<i>Bouteloua curtipendula</i>	Side Oats Grama	1 lb.
<i>Elymus canadensis</i>	Canadian Wild Rye	2 lbs. 6 oz.
<i>Sporobolus heterolepis</i>	Prairie Dropseed	12 oz.
<i>Poa pratense</i>	Kentucky Bluegrass (Cover Crop)	5 lbs

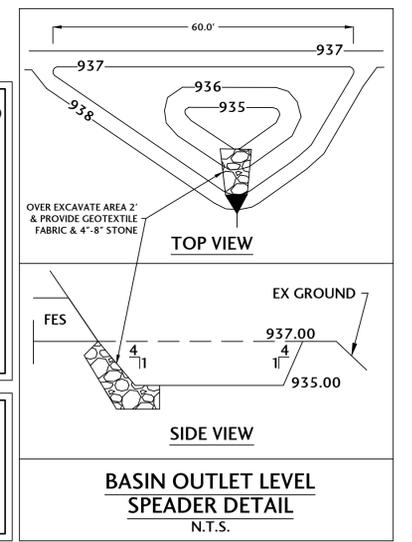
NOTE: SEEDING RATES ARE BASED UPON PURE LIVE SEED



Basin Seed Mix *DETENTION BASIN (936.00-937.25)

BOTANICAL NAME	COMMON NAME	AMOUNT/ACRE
<i>Carex comosa</i>	Bristly Sedge	12 oz.
<i>Carex lacustris</i>	Common Lake Sedge	12 oz.
<i>Carex stipitata</i>	Common Fox Sedge	12 oz.
<i>Carex vulpinoidea</i>	Brown Fox Sedge	1 lb. 10 oz.
<i>Scirpus atrovirens</i>	Dark Green Rush	6 oz.
<i>Scirpus cyperinus</i>	Wool Grass	3 oz.
<i>Sparganium eurycarpum</i>	Common Bur Reed	6 oz.
<i>Acorus callamus</i>	Sweet Flag	1 lb.
<i>Asclepias incarnata</i>	Swamp Milkweed	9 lbs. 9 oz.
<i>Eupatorium perfoliatum</i>	Boneset	10 oz.
<i>Iris virginica shrevei</i>	Blue Flag	1 lb. 3 oz.
<i>Lycopus americanus</i>	Common Water Horehound	13 oz.

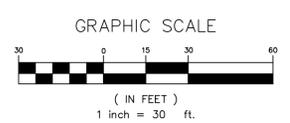
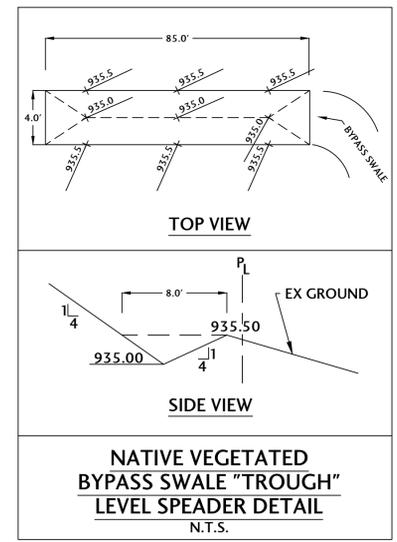
NOTE: SEEDING RATES ARE BASED UPON PURE LIVE SEED



Turf Lawns & Edges *ALL OTHER DISTURBED AREAS

BOTANICAL NAME	COMMON NAME	AMOUNT/ACRE
<i>Poa pratense</i>	Kentucky Bluegrass	115 lbs

NOTE: SEEDING RATES ARE BASED UPON PURE LIVE SEED





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**B & C
ENTERPRISES**

ELGIN,
ILLINOIS



SCALE

1" = 60'

ISSUE DATE

10/23/2023

PROJECT MANAGER

JEC

DESIGNER

LRT

QUALITY CONTROL

MAM

**TINAJERO
SUBDIVISION**

HAMPSHIRE,
ILLINOIS

NO. DATE DESCRIPTION

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PROJECT NUMBER
BCEI-23005-3

SHEET TITLE
EXISTING
CONDITIONS AND
DEMOLITION PLAN

SHEET NUMBER

C1.0

SITE DATA TABLE

EXISTING IMPERVIOUS AREA:	7,081 SF
PROPOSED IMPERVIOUS AREA:	112,838 SF
PROPERTY AREA:	13.46 ACRES
DISTURBANCE AREA:	6.23 ACRES

DEMOLITION NOTES

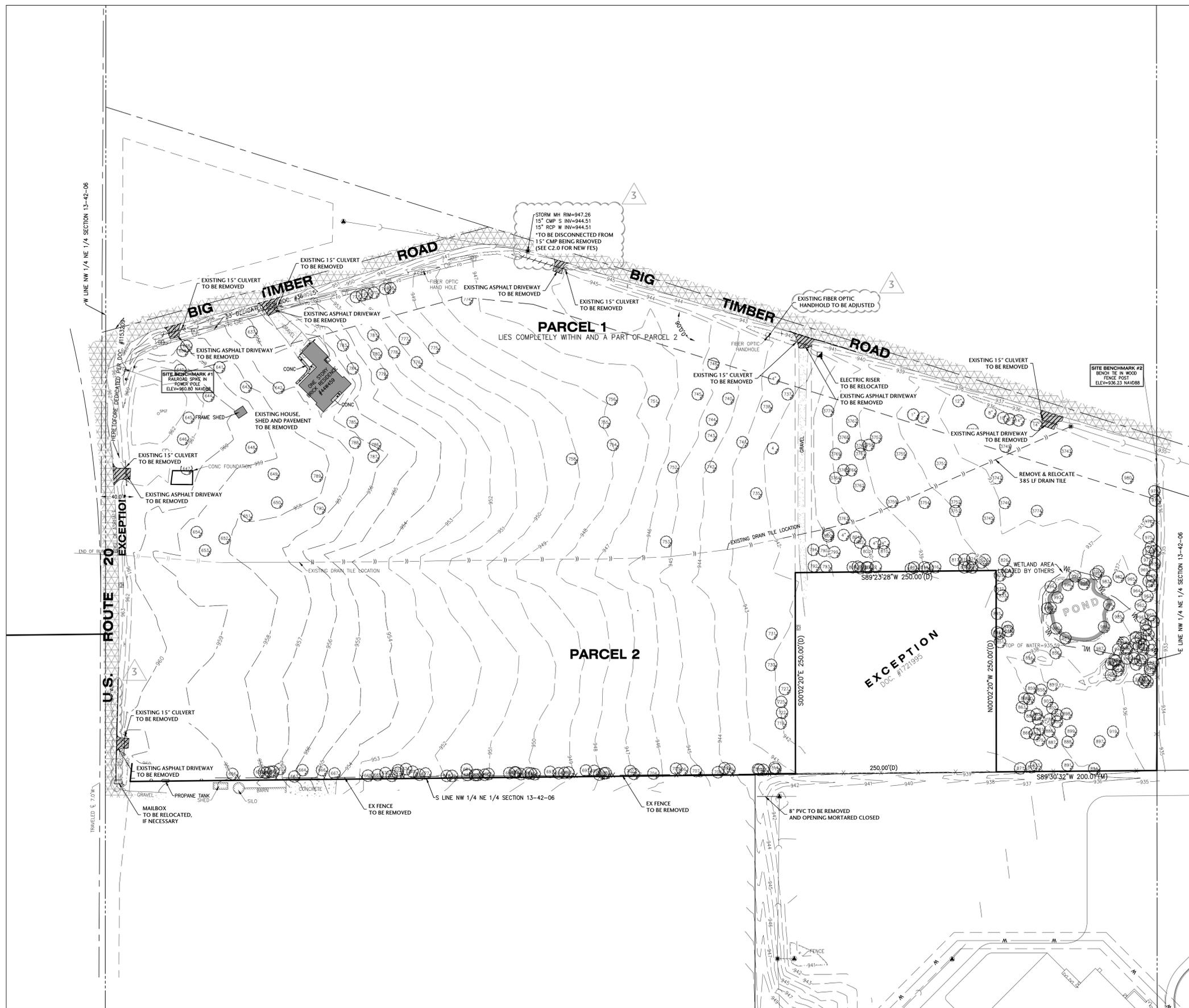
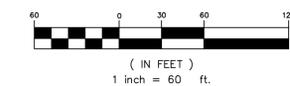
- CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITY LOCATIONS AND ELEVATIONS PRIOR TO DEMOLITION. SOME UTILITIES MAY NOT BE SHOWN.
- COORDINATE WITH LOCAL AUTHORITIES AND UTILITY PURVEYORS FOR THE REMOVAL/RELOCATION OF EXISTING UTILITIES.
- SAWCUTTING OF EXISTING PAVEMENT SHALL BE FULL DEPTH TO PROVIDE A CLEAN VERTICAL FACE TO MATCH PROPOSED PAVEMENT.
- KEEP ALL PUBLIC AND PRIVATE STREETS CLEAR OF CONSTRUCTION DEBRIS, TRASH, AND MATERIALS. ALL ADJOINING PUBLIC AND PRIVATE PROPERTIES SHALL BE PROTECTED FROM DAMAGED CAUSED BY CONSTRUCTION.
- ALL WASTE MATERIALS SHALL BE DISPOSED OF OFFSITE IN AN APPROVED FACILITY.
- ALL WASTE MATERIALS SHALL BE REMOVED IN A MANNER THAT PREVENTS INJURY OR DAMAGE TO PERSONS, ADJOINING PROPERTIES AND/OR RIGHT-OF-WAY.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO DEMOLITION OPERATIONS.
- THE SITE SHALL BE GRADED TO MINIMIZE ACCUMULATION OF WATER OR DAMAGE TO ANY FOUNDATIONS ON THE PREMISES OF ADJOINING PROPERTY.

LEGEND

- = EXISTING BITUMINOUS PAVEMENT
- = EXISTING CONCRETE SIDEWALK
- = EXISTING GRAVEL
- = EXISTING BUILDING
- = BUILDING TO BE REMOVED
- = BITUMINOUS PAVEMENT TO BE REMOVED
- = CONCRETE PAVEMENT TO BE REMOVED
- = EXISTING DRAIN TILE
- = ESTIMATED EXISTING DRAIN TILE
- = DRAIN TILE TO BE REMOVED
- = SAWCUT EXISTING PAVEMENT

TREE SURVEY COMPLETED BY
DK ENVIRONMENTAL SERVICES, INC.

GRAPHIC SCALE





J. CONDON & ASSOCIATES, INC.
CONSULTING ENGINEERS
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**B & C
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ELGIN,
ILLINOIS



SCALE
1"=60'
ISSUE DATE
10/23/2023
PROJECT MANAGER
JEC
DESIGNER
LRT

QUALITY CONTROL
MAM

**TINAJERO
SUBDIVISION**

HAMPSHIRE,
ILLINOIS

NO.	DATE	DESCRIPTION
1	11/08/23	PER VILLAGE REVIEW COMMENTS
2	01/22/24	PER VILLAGE & ROOT REVIEW COMMENTS
3	02/20/24	PER IDOT & ROOT REVIEW COMMENTS

PROJECT NUMBER
BCEI-23005-3

SHEET TITLE
OVERALL
GRADING &
EROSION
CONTROL PLAN

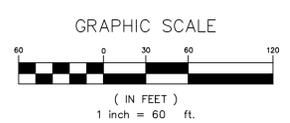
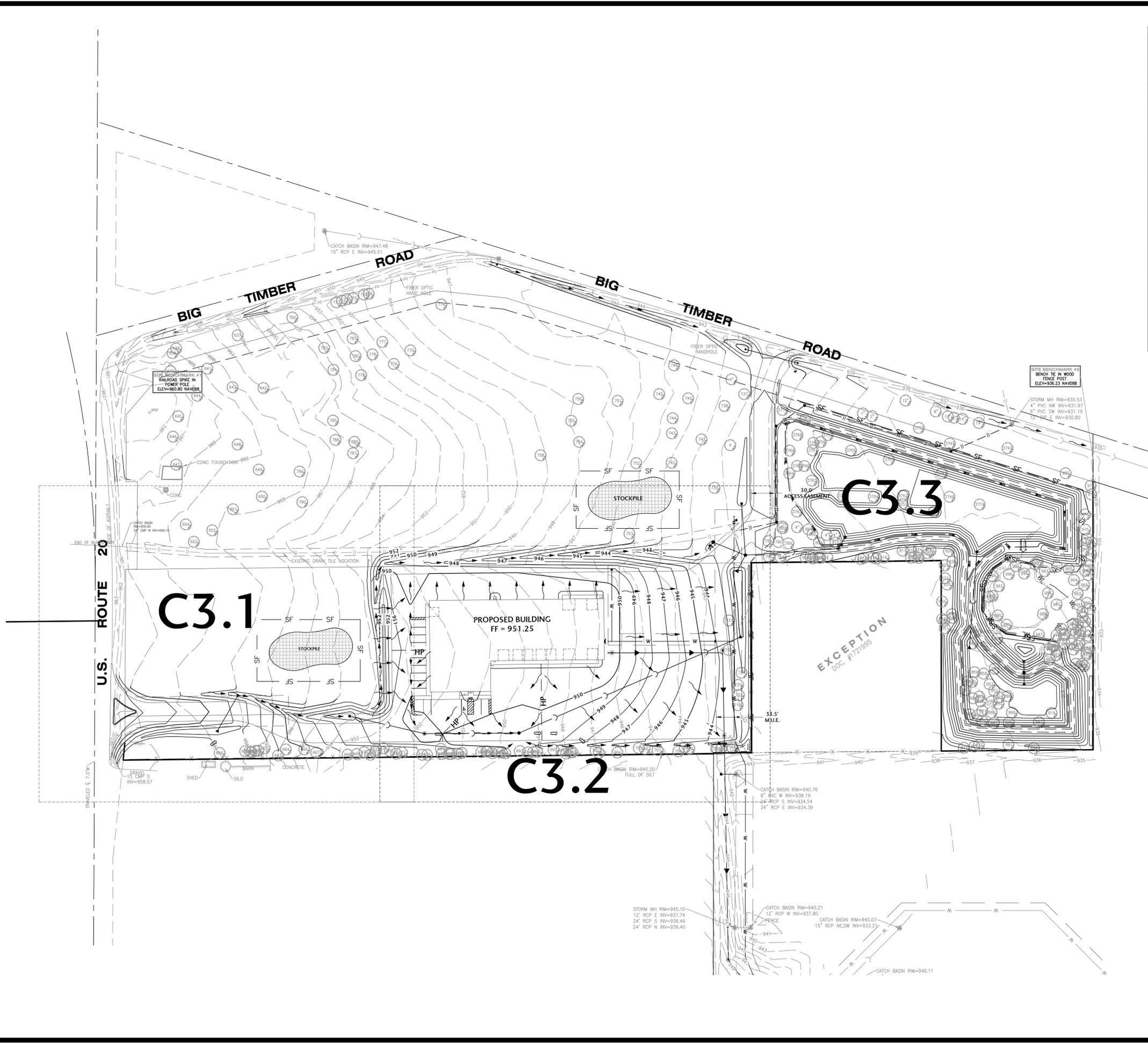
SHEET NUMBER

C3.0

Seed Mixture	Moisture Regime	Sun Light	Salt Tolerance	Seeding Rates (PLS)	
				lbs/ac	lbs/1000 SF
Kentucky blue grass use at least 3 varieties	dry-well drained	full-partial	moderate	88-130	2-3
Kentucky blue grass Red fescue	dry-well drained	full	moderate	110 44	2.5 1
Tall fescue (turf type)	dry-wet	full-shade	moderate	220-260	5-6
Red Fescue Kentucky blue grass	dry-well-drained	full-partial	moderate to high	110 44	2.5 1
Kentucky blue grass Perennial ryegrass	dry-well-drained	full-partial	moderate	86 43	2 1
Red fescue Alkali grass Squirreltail grass	wet-moist	full-partial	high to very high	35 35 15	0.8 0.8 0.35

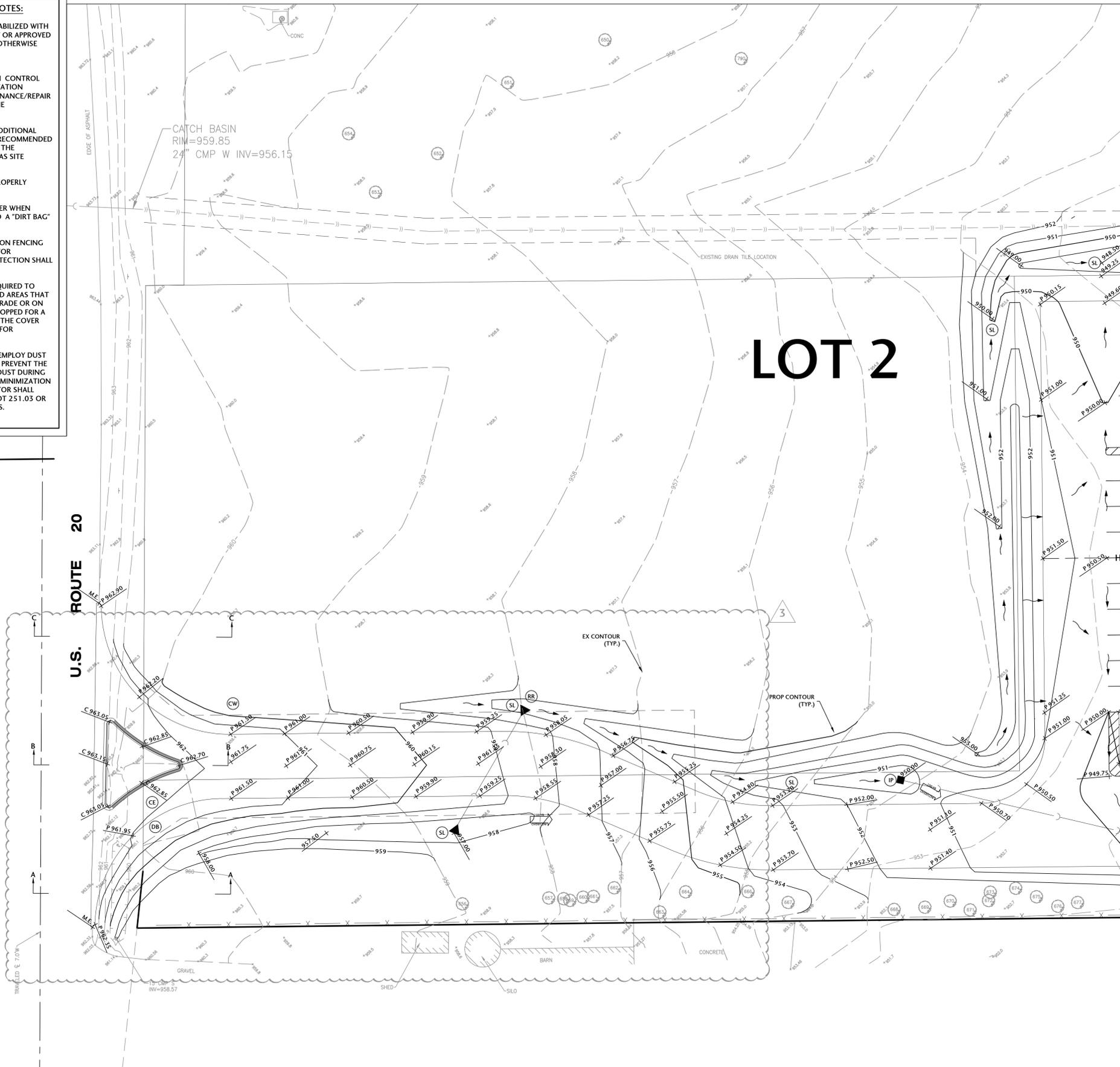
Seeding Dates		
Spring	Northern IL	Early Spring to June 1
	Central IL	Early Spring to May 15
	Southern IL	Early Spring to May 15
Fall	Northern IL	August 1 to September 1
	Central IL	August 1 to September 10
	Southern IL	August 1 to September 20
Dormant	Northern IL	November 1 to March 15
	Central IL	November 15 to March 1
	Southern IL	November 15 to March 1

- EROSION CONTROL SEQUENCE OF CONSTRUCTION/EROSION CONTROL MEASURES**
1. Installation of sedimentation and erosion control measures.
 2. Construction of detention basins and sediment traps.
 3. Site clearing and topsoil stripping.
 4. Excavation and grading.
 5. Placement of topsoil on disturbed areas.
 6. Seeding, landscaping and final stabilization Seeding to be completed within 7 days of final grading.
 7. All temporary erosion control measures shall be removed and disposed of within 30 days of final stabilization. All trapped sediment is required to be stabilized or disposed.
-
- EROSION CONTROL NOTES**
1. Construction on this site shall comply with all CITY/VILLAGE/COUNTY ordinances pertaining to erosion control.
 2. All disturbed areas shall be stabilized within 7 days of active disturbance.
 3. All roadways shall be cleaned at the end of each day.
 4. Silt Sack/approved equal measure shall be placed between all open frame and grades.
 5. All erosion and sediment control practices shall be maintained and repaired as needed to ensure effective performance of the required erosion control measures.
 6. All temporary erosion control measures shall be removed and disposed of within 30 days of final stabilization. All trapped sediment is required to be stabilized or disposed.
 7. All erosion and sediment control work shall conform to the Illinois Urban Manual for erosion control.



GRADING & EROSION CONTROL NOTES:

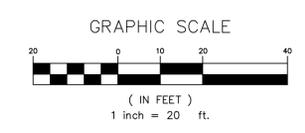
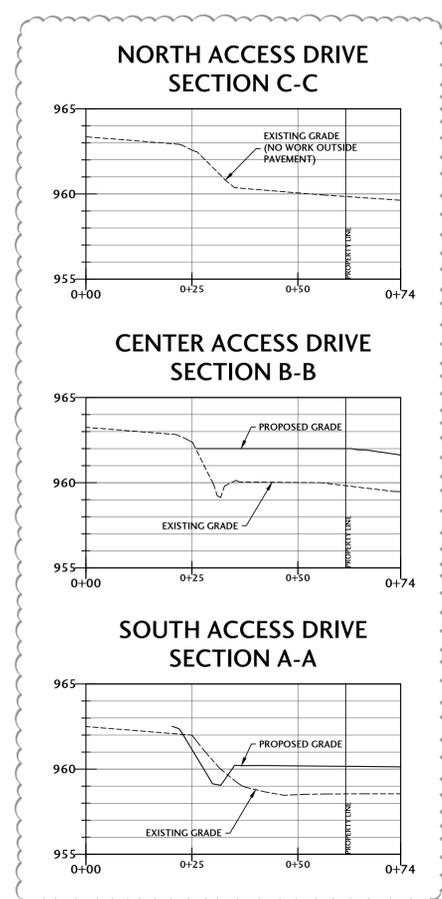
1. ALL DISTURBED AREAS SHALL BE STABILIZED WITH NA GREEN DS75 EROSION BLANKET OR APPROVED EQUAL OR HYDROSEEDED UNLESS OTHERWISE NOTED WITHIN THE PLAN SET.
2. CONTRACTOR RESPONSIBLE FOR MAINTENANCE/REPAIR OF EROSION CONTROL MEASURES UNTIL ADEQUATE VEGETATION GROWTH HAS OCCURRED. MAINTENANCE/REPAIR WORK SHALL BE INCIDENTAL TO THE INSTALLATION COSTS.
3. CONTRACTOR RESPONSIBLE FOR ADDITIONAL EROSION CONTROL MEASURES AS RECOMMENDED BY THE ENFORCEMENT OFFICER OR THE DESIGNATED EROSION INSPECTOR AS SITE CONDITIONS WARRANT.
4. ALL TRAPPED SEDIMENT IS TO BE PROPERLY STABILIZED OR DISPOSED OF.
5. IF CONTRACTOR NEEDS TO DEWATER WHEN EXCAVATING, THEY MUST PUMP TO A "DIRT BAG" OR APPROVED EQUAL.
6. WHERE THE USE OF TREE PROTECTION FENCING DOES NOT PROVIDE AMPLE ROOM FOR CONSTRUCTION, TREE TRUNK PROTECTION SHALL BE USED.
7. TEMPORARY SEEDING SHALL BE REQUIRED TO TEMPORARILY STABILIZE DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH CONSTRUCTION WILL BE STOPPED FOR A PERIOD OF MORE THAN 14 DAYS. THE COVER CROP SEED MIX SHALL BE UTILIZED FOR TEMPORARY SEEDING.
8. CONTRACTOR IS RESPONSIBLE TO EMPLOY DUST CONTROL METHODS TO REDUCE & PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. IN ADDITION TO MINIMIZATION OF SOIL DISTURBANCE, CONTRACTOR SHALL UTILIZE MULCHING METHODS (IDOT 251.03 OR 251.04), IRRIGATION AND BARRIERS.



GRADING & EROSION CONTROL LEGEND

DRAINAGE ARROW →
 OVERLAND OVERFLOW ROUTE →
 SILT FENCE SF
 OPEN-LID INLET PROTECTION (IP)
 RIP RAP PROTECTION (RR)
 SEDIMENT LOG (CURLEX SEDIMENT LOG 6") (SL)
 STABILIZED CONSTRUCTION ENTRANCE (W = 20.0', L = 70.0') (CE)
 PERMIT DISPLAY BOARD (DB)
 PORTABLE CONCRETE WASHOUT AREA (CW)
 ONSITE TRASH DUMPSTER (TD)

PROPOSED ELEVATIONS:
 EDGE OF CONCRETE/BITUMINOUS PAVEMENT P XXX.XX
 EDGE OF CONCRETE SIDEWALK W XXX.XX
 TOP OF FOUNDATION T/F XXX.XX
 FIRST FLOOR ELEVATION FF XXX.XX
 FINISHED GRADE XXX.XX



SCALE 1"=20'

ISSUE DATE 10/23/2023

PROJECT MANAGER JEC

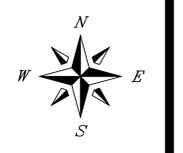
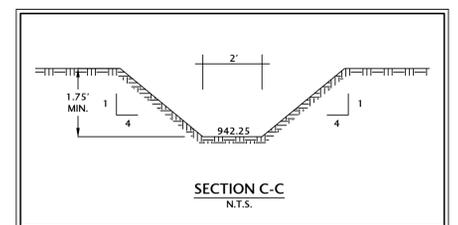
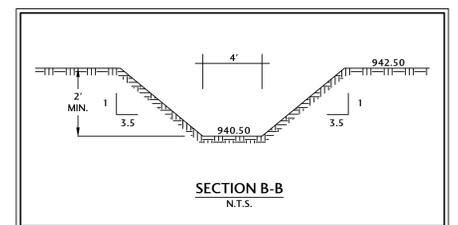
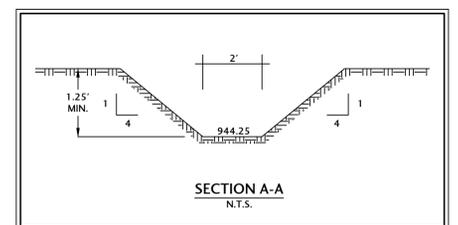
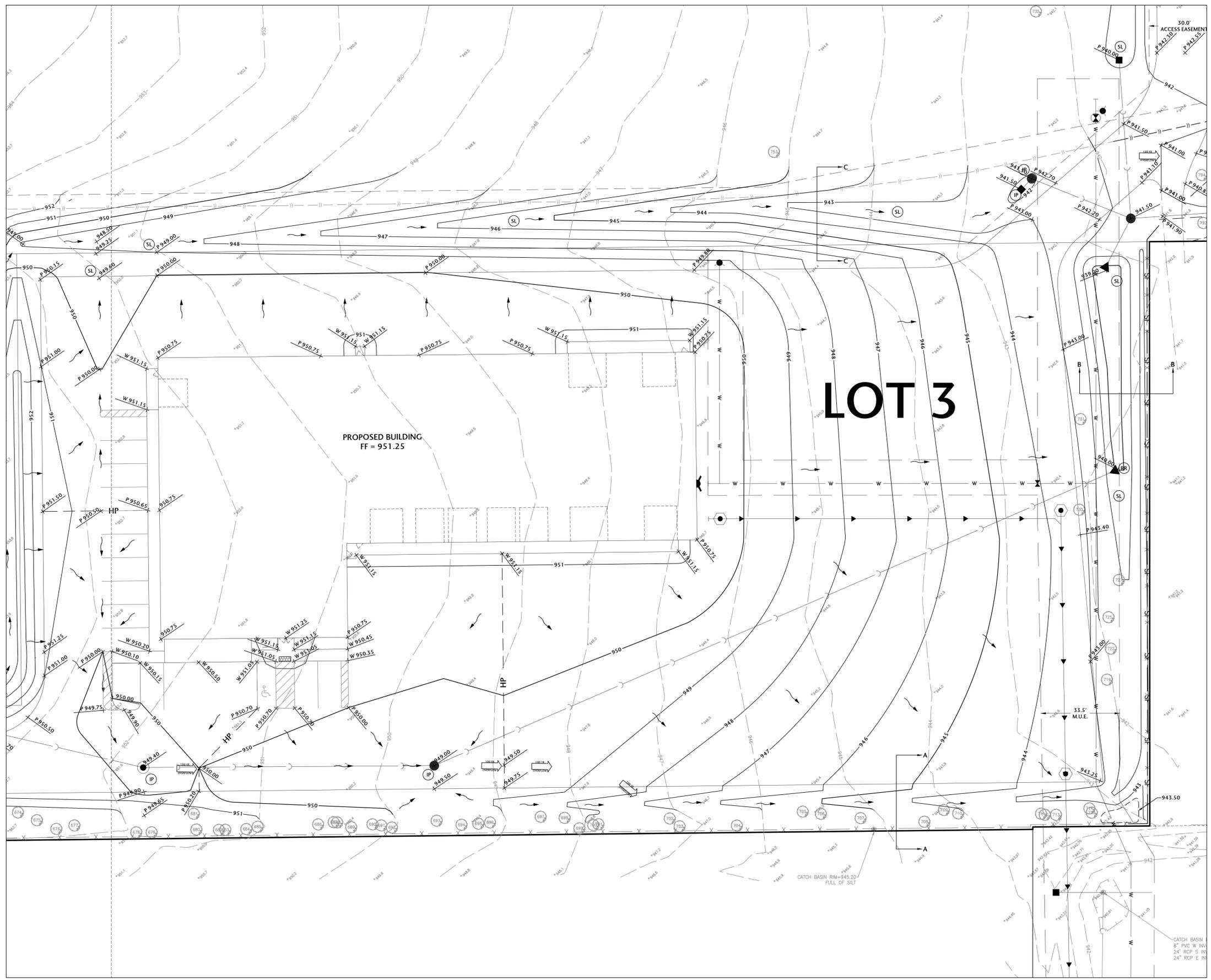
DESIGNER LRT

QUALITY CONTROL MAM

TINAJERO SUBDIVISION
HAMPSHIRE, ILLINOIS

NO.	DATE	DESCRIPTION
1	11/08/23	PER VILLAGE REVIEW COMMENTS
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PROJECT NUMBER	BCEI-23005-3
SHEET TITLE	SOUTHWEST GRADING & EROSION CONTROL PLAN
SHEET NUMBER	C3.1



NO.	DATE	DESCRIPTION
1	11/08/23	PER VILLAGE REVIEW COMMENTS
2	01/22/24	PER VILLAGE & MDT REVIEW COMMENTS
3	02/20/24	PER IDOT & MDT REVIEW COMMENTS

PROJECT NUMBER	BCEI-23005-3
SHEET TITLE	SOUTH CENTRAL GRADING & EROSION CONTROL PLAN
SHEET NUMBER	C3.2

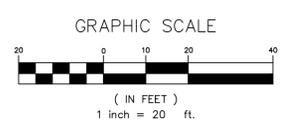
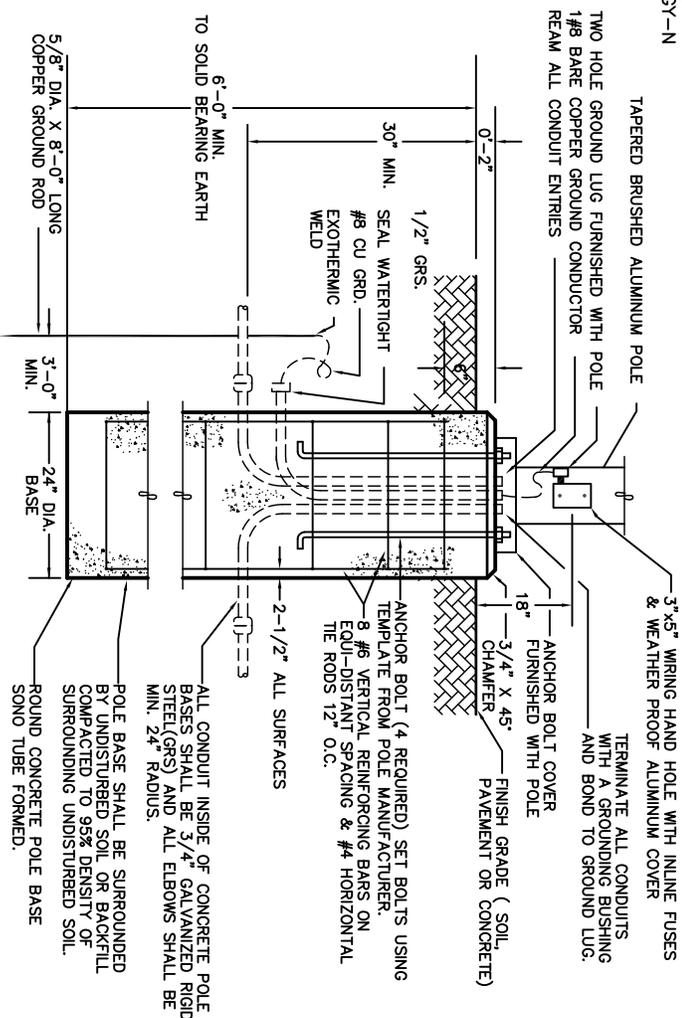
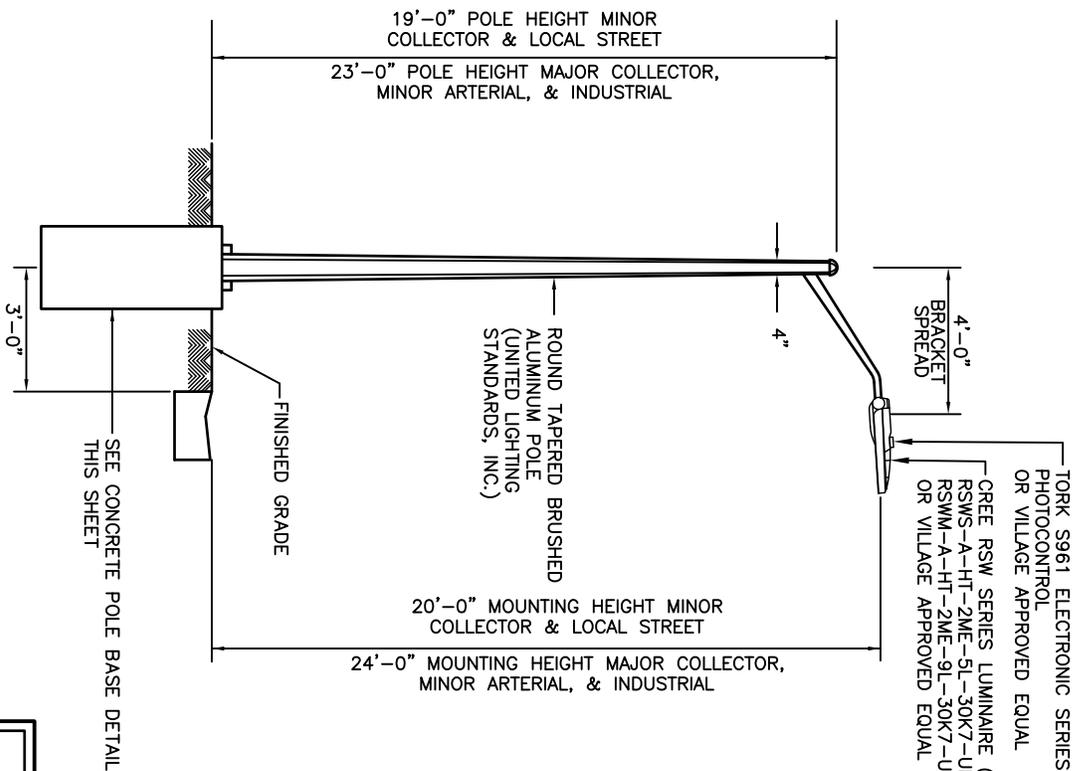


EXHIBIT E

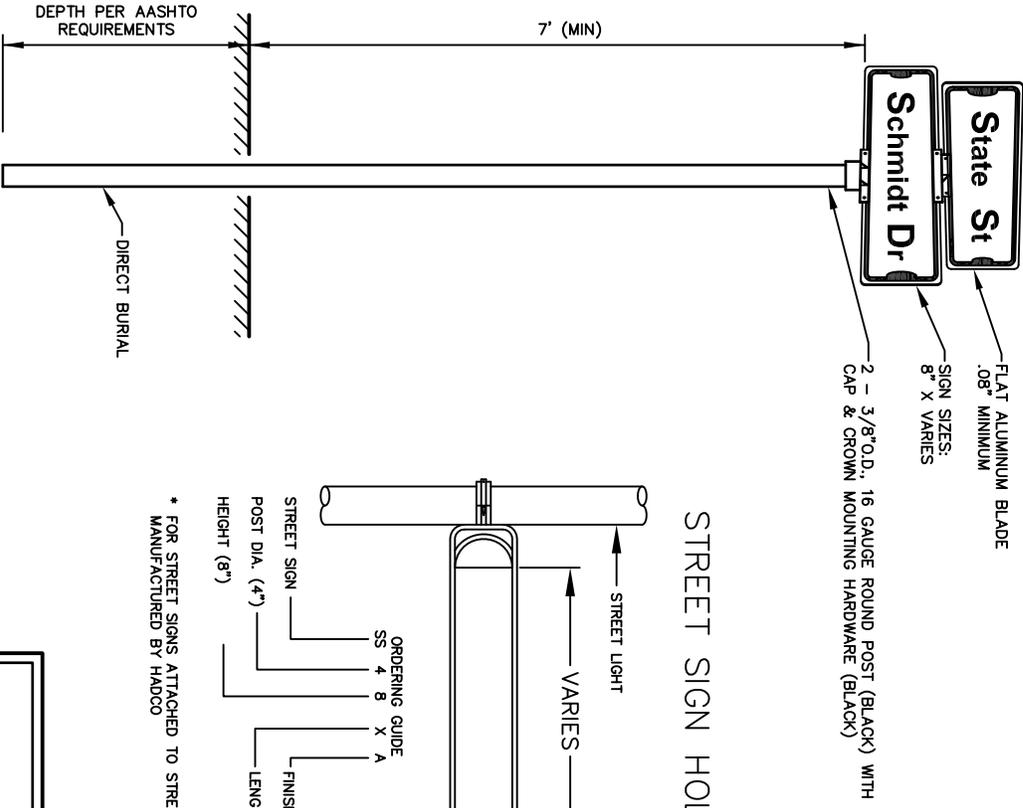
(Design Standards for Street Lights, etc.)



CONCRETE POLE BASE DETAIL
N.T.S.

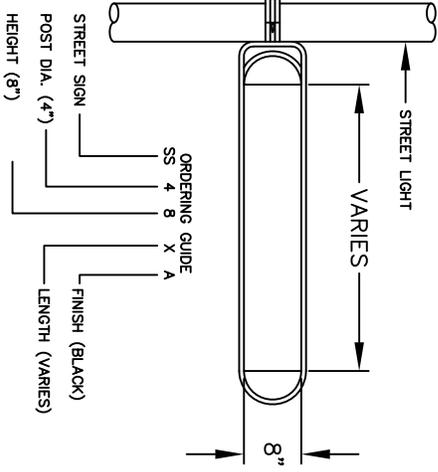
TYPICAL STREET LIGHT DETAIL

<p>Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 Phone: (630) 466-9350</p>		<p>SCALE: N.T.S.</p>	<p>FOLDER: HA-LT</p>	<p>DRAWING NUMBER: LI-01</p>	<p>DRAWN BY: KKP</p>
		<p>DATE: 8/24/04</p>			<p>REVISED: 9/26/18</p>



STREET SIGN HOLDER*

* FOR STREET SIGNS ATTACHED TO STREET LIGHTS MANUFACTURED BY HADCO



- SIGN**
- DOUBLE SIDED
 - BACKGROUND COLOR = WHITE
 - LEGEND COLOR = BLACK
 - SHEETING = DIAMOND GRADE RETROREFLECTIVE SHEETING PER ASTM D-4956-04

- LEGEND**
- NO PUNCTUATION
 - LETTERING SHALL BE COMPOSED OF A COMBINATION OF LOWER-CASE LETTERING (4.5") WITH INITIAL UPPER-CASE LETTERS (6").
 - SUPPLEMENTARY LETTERING TO INDICATE THE TYPE OF STREET (STREET, AVENUE, ROAD, ETC.) OR DIRECTION (NORTH, EAST, ETC.) SHALL BE ABBREVIATED.
 - CORNERS OF THE SIGN AND BORDER SHALL BE ROUNDED AND CONCENTRIC.
 - STYLE OF BORDER SHALL BE AS SHOWN.

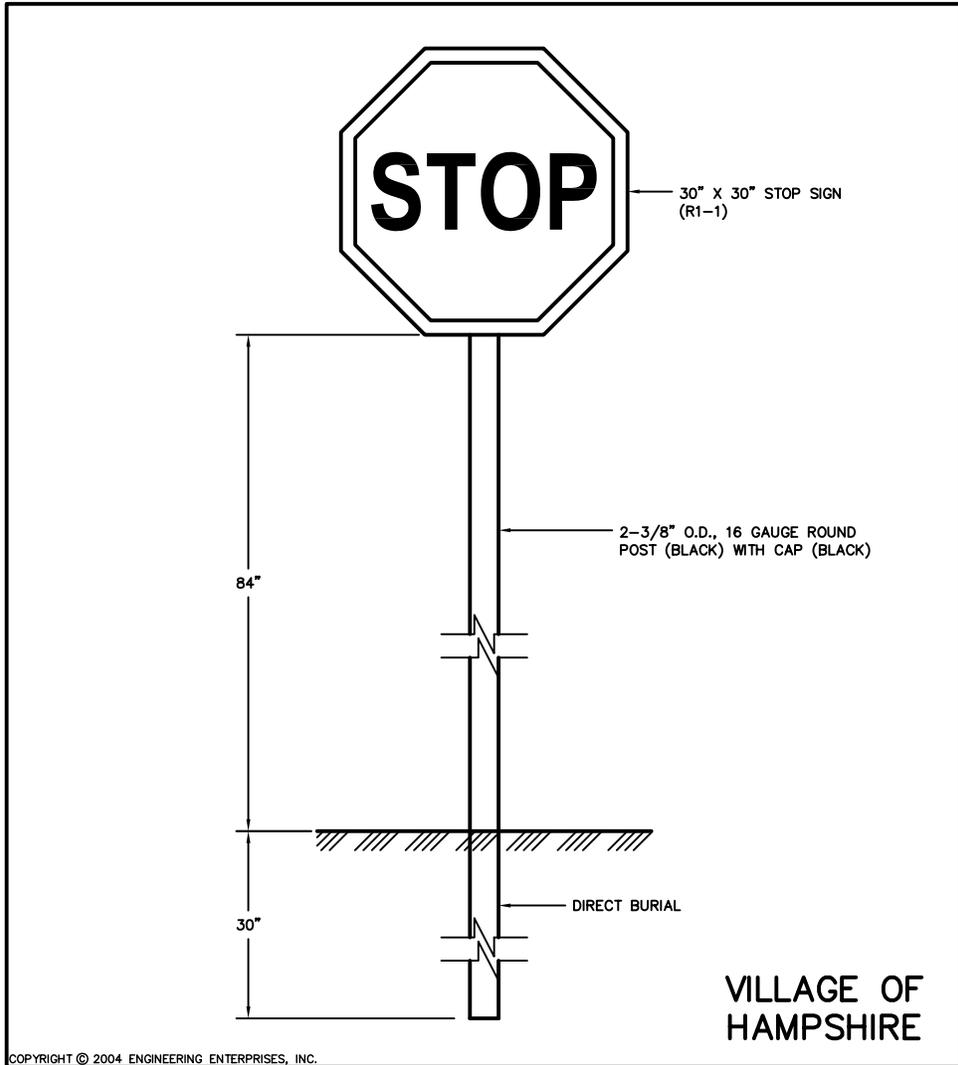
- LOCATION**
- IN RESIDENTIAL AREAS, AT LEAST ONE STREET NAME SIGN SHALL BE PLACED AT ALL INTERSECTIONS.
 - IN BUSINESS/COMMERCIAL AREAS AND ON PRINCIPAL ARTERIALS, STREET NAME SIGNS SHALL BE PLACED ON DIAGONALLY OPPOSITE CORNERS.
 - SIGNS SHOULD BE INDIVIDUALLY INSTALLED ON SEPARATE POSTS; HOWEVER, STREET NAME SIGNS CAN BE POSTED WITH A STOP OR YIELD SIGN.
 - WHERE APPLICABLE, SIGNS SHALL BE MOUNTED ON EXISTING LIGHTING SUPPORTS USING THE SPECIFIED SIGN HOLDER.
 - CLEARANCE FROM THE BOTTOM OF THE SIGN TO THE TOP OF CURB, SIDEWALK, OR TRAVELLED WAY SHALL BE A MINIMUM OF 7'.
- ALL SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- ALL SIGNS, MOUNTING HARDWARE AND LOCATIONS SHALL BE APPROVED BY THE VILLAGE PRIOR TO INSTALLATION.

TYPICAL STREET name SIGN DETAIL

VILLAGE OF HAMPSHIRE

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<p>Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove, Illinois 60554 Phone: (630) 466-9350</p>			
SCALE:	N.T.S.	FOLDER:	HA-SI
DATE:	5/18/04	DRAWING NUMBER:	SI-02
REVISED:	1/20/10	DRAWN BY:	KKP



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VILLAGE OF HAMPSHIRE

STOP SIGN DETAIL		SHEET 1 OF 1	
ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Sugar Grove, IL 60554 630/466-9350 phone - 630/466-9380 fax	SCALE: N. T. S.	DRAWING NUMBER:	DRAWN BY:
	DATE: 5/18/04	HA002	KKP
			REVISED:

H:\Details\HA-Hampshire\HA002.dwg, Model, 3/15/2005 4:13:08 PM, Inolan

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION
OF AN ANNEXATION AGREEMENT FOR CERTAIN REAL PROPERTY FOR THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Tinajero - 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

I certify that on _____, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2024 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2024.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF
HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2024

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
_____ day of _____, 2024

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF
HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012)**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village and enabling the Village to control development in the area; and

WHEREAS, there exists certain real property commonly known as 44W459 Big Timber Road, Hampshire, Illinois 60140 (Kane County also lists 44W369 Big Timber Road, Hampshire, Illinois 60140 as a common address); PINs: 01-13-200-005 & 01-13-200-012 and consisting of approximately fourteen (14.410+) acres, currently located in unincorporated Kane County, Illinois (the “Property”), which is legally described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Property is adjacent and contiguous to the Village, is not located within the corporate limits of any other municipality and an accurate map of the Property to be annexed (the “Survey”) is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), the owners of record of the Property (the “Owners”) filed a written petition for annexation (“Annexation Petition”) with the Village Clerk; and

WHEREAS, the Annexation Petition: (1) requests that the Village annex the Property; (2) states that no electors reside on the Property; and (3) is under oath; and

WHEREAS, the Corporate Authorities have considered the question of whether the Village would annex the Property to the Village; and

WHEREAS, the Owners desire that, if the Property is annexed to the Village, it will subsequently be developed and will further the orderly growth of the Village, increase the assessed value of the property therein, and will serve the best interests of the Village and its residents; and

WHEREAS, all petitions and other documents necessary to accomplish the annexation of the Property into the Village have been executed and all statutory procedures have been complied with; and

WHEREAS, all hearings have been held and all notices have been mailed to the necessary entities and officials in accordance with, and as required by or pursuant to, applicable provisions of law, including Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1, *et seq.*); and

WHEREAS, the Property can legally be annexed into the Village, the Owners desire that the Property be annexed into and be part of the Village and the Village is authorized to annex the Property pursuant to law, including Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, after due and careful consideration, the Corporate Authorities hereby find and determine that annexing the Property to Village will: (1) further the orderly growth of the Village; (2) increase the assessed value of the property therein; and (3) serve the best interests of the Village and its residents; and

WHEREAS, based on the foregoing, a majority of the Corporate Authorities currently holding office hereby vote to annex the Property to the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. The Corporate Authorities hereby approve of and authorize the annexation of the Property to the Village. The Property is and shall be annexed to the Village. The President is hereby authorized and directed to sign and the Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith. Within ninety (90) days of the adoption of this Ordinance, the Village Clerk is authorized and directed to record and file, in the Kane County Recorder's Office and the Kane County Clerk's Office, a certified copy of this Ordinance, including the Survey, and the affidavit(s) of service required by law. The Village Clerk is further authorized and directed to report the annexation, by certified or registered mail, to all election authorities, as defined in Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), the Department of Transportation and the United States post office branches serving the Property within thirty (30) days of the annexation.

SECTION 3. That all past, present, and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 7. This Ordinance shall be effective and in full force immediately upon passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(LEGAL DESCRIPTION)

(Legal Description)

Parcel 1:

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter in Hampshire Township, Kane County, Illinois, (excepting that part conveyed to Wesley J. Brazas Jr by Deed 1721995 recorded May 17, 1985 and described as follows: The South 250.0 feet of the West 250.0 feet of the East 450.0 feet of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter, in Hampshire Township, Kane County, Illinois.) Also excepting that part taken by IDOT per Case Ed 86 008 per document recorded February 28, 1985 as Document No. 1760571.

Parcel 2:

That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of the state road with the East line of said Northwest Quarter of the Northeast Quarter, thence Westerly along said Southerly line, 9 chains to the Place of Beginning, thence Southerly at right angles to said Southerly line, 2 chains, thence Westerly, parallel with said Southerly line, 4 chains, thence Northerly to a point in the Southerly line of the South highway, 4 chains, 3 rods, and 6.0 feet Westerly, as measured along the Southerly line of said highway from the Place of Beginning, thence Easterly along said Southerly line 4 chains, 3 rods, and 6.0 feet, to the Place of Beginning, all in the Township of Hampshire, Kane County, Illinois.

PINs: 01-13-200-005 and 01-13-200-012

Common Address: 44W459 Big Timber Road, Hampshire, Illinois 60140 (also listed by Kane County as 44W369 Big Timber Road, Hampshire, Illinois 60140)

EXHIBIT B
(SURVEY)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Tinajero - 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

I certify that on _____, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2024 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2024.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

VILLAGE OF HAMPSHIRE

RESOLUTION NO. 24-_____

**A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**
(Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012)

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village and enabling the Village to control development in the area; and

WHEREAS Gonzalo Tinajero and Yadira Arreola or an authorized designee or related entity (the “Owner”) has requested that the Village annex certain property commonly known as 44W459 Big Timber Road, Hampshire, Illinois 60140 (Kane County also lists 44W369 Big Timber Road, Hampshire, Illinois 60140 as a common address); PINs: 01-13-200-005 & 01-13-200-012 (the “Property”) so that the Owner can develop the Property to construct and operate a contracting business/contractor yard with commercial business uses thereon (the “Development”); and

WHEREAS, the Village has or intends to enter into an Annexation Agreement with the Owner regarding the Development of the Property; and

WHEREAS, in connection with the Development, it is necessary to subdivide the Property in accordance with the final plat of subdivision (the “Final Plat”), attached hereto and incorporated herein as Exhibit A; and

VILLAGE OF HAMPSHIRE

WHEREAS, Chapter 7 of the Municipal Code of Hampshire of 1985 (the “Village Code”) sets forth the subdivision regulations for the Village and governs the process by which lots or parcels of land are subdivided and land is platted within the Village; and

WHEREAS, the planning and zoning commission (the “PZC”) is authorized to approve plats of subdivision and make recommendations to the Village Board upon proposed subdivisions; and

WHEREAS, pursuant to proper notice, hearing(s) were held regarding the approval of the plat(s) of subdivision; and

WHEREAS, at the hearing(s), the PZC was presented with evidence, comments were solicited, and due consideration was given to the Owner’s application/request to subdivide all or a portion of the Property (the “Subdivision”); and

WHEREAS, the PZC determined that the Final Plat generally met the requirements of: (1) Chapter 7 of the Village Code; (2) Chapter 6 of the Village Code, known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”); (3) the official map of the Village; and (4) other applicable provisions of the Village Code; and

WHEREAS, the PZC voted to recommend that the Corporate Authorities grant the requested Subdivision and approve the Final Plat subject to receiving final engineering approval, which has been received by Village staff; and

WHEREAS, the Subdivision will promote the public health, safety, comfort, morals and/or welfare of the Village and will allow for development of land within the Village, including the Development; and

VILLAGE OF HAMPSHIRE

WHEREAS, the Corporate Authorities have determined and hereby find that it is advisable, necessary and in the best interests of the Village and its residents to grant, approve and authorize the Subdivision in accordance with the Final Plat;

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

SECTION 1. The Corporate Authorities hereby find that all of the recitals as contained in the preambles to this Resolution are full, true and correct and hereby incorporate and make them part of this Resolution.

SECTION 2. After thoughtful consideration, the Corporate Authorities hereby waive any requirements of Chapter 7 of the Village Code, the Zoning Ordinance, other provisions of the Village Code and any other applicable requirements regarding additional hearings or findings concerning the Subdivision or plats related thereto and hereby find and determine that the Subdivision will not cause substantial injury to the value of other property in the neighborhood in which it is to be situated and is in the best interests of the health, safety and welfare of the Village and its residents.

SECTION 3. Based on the foregoing findings, the Corporate Authorities hereby authorize, approve and grant the Subdivision in accordance with the Final Plat. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith, which may include filing and recording a copy of this Resolution, the Final Plat and other documentation required by law.

VILLAGE OF HAMPSHIRE

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. If required by law, a full, true and complete copy of this Resolution shall be published in book or pamphlet form or in a newspaper published and of general circulation within the Village.

SECTION 8. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VILLAGE OF HAMPSHIRE

ADOPTED THIS __ DAY OF _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

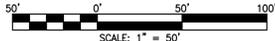
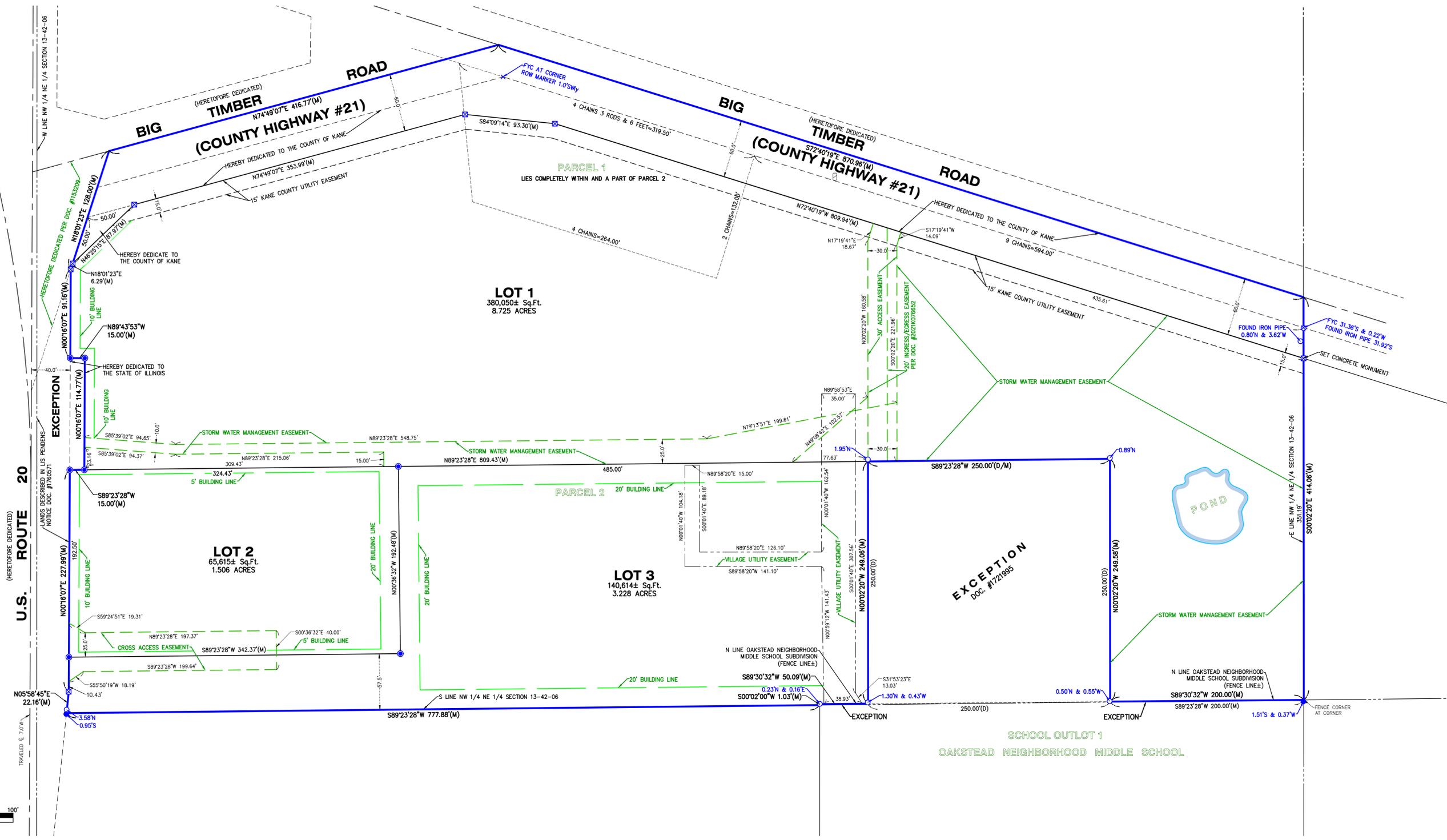
Karen L. Stuehler, Village Clerk

VILLAGE OF HAMPSHIRE

EXHIBIT A
(FINAL PLAT)

FINAL PLAT OF TINAJERO SUBDIVISION

Being a Subdivision of part the Northwest Quarter of the Northeast Quarter of Section 13,
Township 42 North, Range 6, East of the Third Principal Meridian, in Kane County, Illinois.



CLIENT: B & C ENTERPRISES
DRAWN BY: PJD CHECKED BY:
SCALE: N/A SBC 13 T 42 R 6 B
BASIS OF BEARING: ILLINOIS EAST ZONE NAD83 (2011)
P.I.N.: 01-13-200-005, 012
JOB NO.: 230129 I.D. FPS
FIELDWORK COMP.: 06/26/23 BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 88° F.

LEGEND	
□	FOUND BOLT
●	FOUND IRON BAR
○	FOUND IRON PIPE
⊗	FOUND OR SET MONUMENT
●	SET IRON BAR

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/15/23	REVISED BOUNDARY PER ADJ. SUBDIVISION	APG
2	08/25/23	REVISED PROPOSED RIGHT OF WAY WIDTH	PJD
3	1/9/24	KDOT AND VILLAGE REVIEW #1	APG
4	2/21/24	ACCESS EASEMENT REVISION	TVA
5	3/4/24	EASEMENT PROVISION REVISIONS	APG

TINAJERO SUBDIVISION
SHEET NO. 1 OF 2



FINAL PLAT OF TINAJERO SUBDIVISION

Being a Subdivision of part the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6, East of the Third Principal Meridian, in Kane County, Illinois.

OWNERS CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

This is to certify that _____ is the fee simple owner of the property described in the foregoing surveyor's certificate and has caused the same to be surveyed, subdivided, and platted as shown hereon for the uses and purposes herein set forth as allowed and provided for by statute, and hereby acknowledges and adopts the same under the style and title aforesaid. The undersigned hereby dedicates for public use the lands shown on this plat for thoroughfares, streets, alleys and public services; and hereby also reserves for the Village of Hampshire, Ameritech, Com Ed, Nicor, Mediacom and their respective successors and assigns, the easement provisions which are stated and shown hereon. The undersigned further certify that all of the land included in this plat lies within the boundaries of community unit school district 300.

Dated at _____, Kane County, Illinois, this _____ day of _____, 2024 A.D.

Owner/Owners _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for the county and state aforesaid, do hereby certify that _____ and _____ personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2024 A.D.

Notary Public _____ My Commission Expires _____

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

_____ hereby certifies that as mortgagee of the property described hereon under Mortgage dated _____ and recorded in the Recorder's Office of _____ County, Illinois as Document No. _____ it consents to the dedication and Subdivision as hereon drawn.

Dated this _____ day of _____, 2024 A.D.

By: _____ Title: _____

ATTEST: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for the county and state aforesaid, do hereby certify that _____ and _____ personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2024 A.D.

Notary Public _____ My Commission Expires _____

COUNTY ENGINEERS CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Approved this _____ day of _____, 2024 A.D.

County Engineer _____

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

This is to certify that the members of the Plan Commission of the Village of Hampshire have reviewed and approved the above plat.

Dated this _____ day of _____, 2024 A.D.

Chair _____ Secretary _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Approved by the President and the Board of Trustees of the Village of Hampshire, Illinois, this _____ day of _____, 2024 A.D.

Village President _____ Attest: Village Clerk _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Approved by the Village Engineer of the Village of Hampshire, Illinois, this _____ day of _____, 2024 A.D.

Village Engineer _____

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, Village collector of the Village of Hampshire, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have been apportioned against the tract of land included in this plat.

Dated at Hampshire, Kane County, Illinois, this _____ day of _____, 2024 A.D.

Village Collector _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Approved by the Village Engineer of the Village of Hampshire, Illinois,

this _____ day of _____, 2024 A.D.

Village Engineer _____

License No. _____

Expiration Date: _____

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to Paragraph 2 of "An Act to revise the law in relation to plats," as amended. A plan that meets the requirements contained in the Department's "Policy on Permits for Access Driveways to State Highways" will be required by the Department.

JOSE RIOS, P.E. Region 1 Engineer

PUBLIC UTILITY EASEMENT PROVISION

Public Utility Easements; Electric And Communications: ComEd, Ameritech, Mediacom cable services, and other utility companies providing electric and communications services, their respective successors and assigns, jointly or severally are hereby given exclusive easement rights to all platted easements designated "public utility easement" or "PUE" and joint easement rights with the village of Hampshire to all platted easements designated "utility easement" or "UE" and easement rights in all platted streets and alleys to install, operate, maintain and remove, from time to time, facilities used in connection with the transmission and distribution of electricity and sounds and signals, together with the right to install required service connections to serve the improvements of each lot, the right to cut down and remove or trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with any of said public utility equipment. The location of facilities in platted streets and alleys shall not conflict with public improvements and shall be subject to village approval. No permanent buildings or trees shall be placed on said easement, but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted. All utility lines shall be constructed underground. No overhead lines will be permitted.

NICOR GAS EASEMENT PROVISION

Nicor: Nicor, its successor and assigns, is hereby given easement rights to all platted streets and alleys. Said easement to be for the installation, relocation, renewal and removal of gas mains and appurtenances. Location of mains and appurtenances shall not conflict with public improvements and shall be subject to village approval.

VILLAGE UTILITY EASEMENT PROVISIONS

Village Utility Easements: The village of Hampshire is hereby given exclusive easement rights to all platted easements designated "village utility easement" or "VUE" and joint easement rights with public utilities in easements designated as "utility easement" or "UE". Said easement shall be used solely to install, operate, maintain and remove from time to time underground facilities and appurtenances used in connection with the water, sanitary sewer or storm drainage systems of the village of Hampshire, except that the easements may be graded as swales to receive local surface drainage. No permanent building or trees shall be placed on said easement, but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

STORMWATER MITIGATION/BEST MANAGEMENT PRACTICES (BMPs) RESTRICTIVE COVENANT BY PLAT

I/We _____, fee owner of the following described real property located in the Village of Hampshire, Illinois, County of Kane, State of Illinois, such property being the real property now duly platted as TINAJERO SUBDIVISION, as such plat is now recorded as Document No. _____, in the office of the Recorder of Deeds of the County of Kane, State of Illinois, makes the following declarations as to limitations, restrictions and uses to which those areas designated as STORMWATER MITIGATION/BEST MANAGEMENT PRACTICES (BMPs) in said parcel/subdivision may be put, and specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and their successors, and all persons claiming under them, and for the benefit of and limitations on all future owners in such parcel/subdivision and the surrounding and downstream and upstream areas, this declaration being in compliance with applicable stormwater and drainage rules, regulations, and ordinances as specified herein: Purpose: The purpose of this restrictive covenant is to perpetually preserve the Volume reduction and Water Quality Treatment permitted Stormwater Mitigation/Best Management Practices (BMPs). The obligations established by Stormwater Management Permit # _____ shall run with the land and remain in effect in perpetuity, or until said permit is modified, altered or terminated by a subsequently issued permit for the Subject Property.

1. Prohibited Actions. Any activity on, or use of, the Stormwater Mitigation/Best Management Practices (BMPs) which is inconsistent with the purpose of this covenant is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:
 - i. Construction. The placement or construction of any human-made modification such as, but not limited to, buildings, fences, roads, and parking lots is prohibited unless a permit has been obtained.
 - ii. Cutting Vegetation. Any cutting of trees or vegetation, is prohibited, except for the cutting or removal of trees or vegetation which pose a threat to Kane County Technical Guidance Manual human life or property or is part of the permitted long-term management plan.
 - iii. Land Surface Alteration. Any alteration of the surface of the land is prohibited, including, but not limited to, the removal of topsoil, sand, gravel, and rock, except as necessary to maintain the design storage and function of the Stormwater Mitigation/Best Management Practice (BMP).
 - iv. Dumping. Waste and unsightly or offensive material is not allowed and may not be accumulated in Stormwater Mitigation/Best Management Practices (BMPs).
 - v. Off-Road Recreational Vehicles. Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles may not be operated off of designated roads on the linear watercourses, non-linear water bodies, wetlands and their associated buffers.
 - vi. Signs and Billboards. Billboards are prohibited. Signs are prohibited, except the following signs may be displayed to state: The name and address of the property or the owner's name. Prohibition of any unauthorized entry or An advertisement for the sale or rent of the Property.
2. Term This covenant is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for a perpetual period from the date these covenants are recorded.
3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person violating or threatening to violate any covenant either to restrain violation or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any property owner in the subdivision, any property owner lying downstream or upstream adversely affected by any violation or threat to violate this covenant, or the host community or Kane County Stormwater Management Planning Committee.
4. Reference. This restrictive covenant shall be referenced on all deeds or other instruments of conveyance for all lots or parcels in said TINAJERO SUBDIVISION.

In Witness thereof I/We _____, the fee owner, has caused these presents to be signed and acknowledged, this _____ day of _____, 2024 A.D.

By: _____

CROSS ACCESS EASEMENT PROVISIONS:

The developer grants a right of cross access for general business purposes to the future owners and their invitees for general business purposes the right to cross that portion of Lots 1, 2 and 3 as designated hereon to gain access to the public streets adjoining the property. This shared access may be rearranged to comply with future buildings on lots 1, 2 or 3 but cannot be eliminated. Any future development must allow cross access from the adjoining lots to the neighboring public streets as part of their development for all three neighboring lots.

MISCELLANEOUS NOTES:

- 1) Lot 1 shall have one access to Big Timber Road, located within the indicated access easement.
- 2) There shall be no internal site access to this access drive isle within 300' of Big Timber Road.

MAINTENANCE OF COMMON AREAS FUTURE ASSOCIATION:

Upon the sale of either lots 1, 2 or 3 to a third party the owner of this subdivision will create an owner's association to manage the common area maintenance of both the detention area and common cross access easement. Each future owner shall be a member of said association.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, County Clerk of Kane County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid current taxes, no unpaid forfeited taxes, and no redeemable tax sales against any of the land included in the annexed plat. I further certify that I have received all statutory fees in connection with the annexed plat.

Given under my name and seal of the County Clerk at Geneva, Illinois, this _____ day of _____, 2024 A.D.

County Clerk _____

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

This instrument filed for record in the Recorder's office of Kane County, Illinois, on this _____ day of _____, 2024 A.D., at ____ o'clock ____M. and recorded as

Document Number: _____

County Recorder _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____, an Illinois Registered Land Surveyor, do hereby certify that we have surveyed and subdivided the following described property, and that the Plat as drawn represents said survey and subdivision thereof;

Parcel 1: That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter in Hampshire Township, Kane County, Illinois, (excepting that part conveyed to Wesley J. Brazos Jr by Deed 1721995 recorded May 17, 1985 and described as follows: The South 250.0 feet of the West 250.0 feet of the East 450.0 feet of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, lying Southerly of the centerline of the most Southerly highway through said Quarter Quarter, in Hampshire Township, Kane County, Illinois.) Also excepting that part taken by IDOT per Case Ed 86 008 per document recorded February 28, 1985 as Document No. 1780571. Also excepting that part of the said Northwest Quarter of the Northeast Quarter falling within Oakstead Neighborhood Middle School, being a subdivision of part of the said Northwest Quarter, according to the plat thereof recorded December 15, 2021 as Document No. 2021K093105.

Parcel 2: That part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the Southerly line of the state road with the East line of said Northwest Quarter of the Northeast Quarter, thence Westerly along said Southerly line, 9 chains to the Place of Beginning, thence Southerly to said Southerly line, 2 chains, thence Westerly, parallel with said Southerly line, 4 chains, thence Northerly to a point in the Southerly line of the South highway, 4 chains, 3 rods, and 6.0 feet Westerly, as measured along the Southerly line of said highway from the Place of Beginning, thence Easterly along said Southerly line 4 chains, 3 rods, and 6.0 feet, to the Place of Beginning, all in the Township of Hampshire, Kane County, Illinois.

I, further certify, that upon completion of construction, concrete monuments, as shown, and 5/8" iron bars at all lot corners and points of change in alignment will be set, as required by the Plat Act (765 ILCS 205/1). This is also to certify that the property, as described, lies within the corporate limits of the Village of Hampshire, Illinois, which has adopted a comprehensive plan. I, further certify, that based upon examination of the Flood Insurance Rate Map of Kane County, Illinois #17089C0126J with an effective date of June 2, 2015 indicates subject property residing in Zone "X" an area determined to be outside the 0.2% chance of annual flooding.

I, further certify, that these professional service conforms to the current Illinois Minimum Standards applicable to a Boundary Survey, as it applies to a Final Plat of Subdivision. All distances are given in feet and decimal thereof.

Given under my hand and seal at, Woodstock, Illinois this the ____th, day of 2024 A.D.

Illinois Registered Professional Land Survey No. _____
Vanderstappen Land Surveying, Inc.
Design Firm No. 184-002792
Expires: April 30, 2025

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	8/15/23	REVISED BOUNDARY PER ADJ. SUBDIVISION	APG
2	08/25/23	REVISED PROPOSED RIGHT OF WAY WIDTH	P.D
3	1/9/24	KDOT AND VILLAGE REVIEW #1	APG
4	2/21/24	REVISED DATES & PROVISIONS	TYA
5	3/4/24	EASEMENT PROMSION REVISIONS	APG

TINAJERO SUBDIVISION SHEET NO. 2 OF 2

CLIENT: B & C ENTERPRISES
DRAWN BY: PJD CHECKED BY: _____
SCALE: N/A SBC_13 T_42 R_6 B.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 01-13-200-005, 012
JOB NO.: 230129 I.D. FPS
FIELDWORK COMP.: 06/26/23 BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL REF: _____
PARTS THEREOF CORRECTED TO 88' F.

VILLAGE OF HAMPSHIRE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE
(RESOLUTION)

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution titled:

**A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**
(Tinajero - 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012)

I certify that on _____, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No. _____, which was approved by the Village President on the _____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

A copy of such Resolution was available for public inspection upon request in the office of the Village Clerk.

DATED at Hampshire, Illinois, this _____ day of _____, 2024.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2024

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
___ day of _____, 2024

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE
VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, there exists certain real property commonly known as 44W459 Big Timber Road, Hampshire, Illinois 60140 (Kane County also lists 44W369 Big Timber Road, Hampshire, Illinois 60140 as a common address); PINs: 01-13-200-005 & 01-13-200-012 and consisting of approximately fourteen (14.410+) acres, currently located in unincorporated Kane County, Illinois (the “Property”); and

WHEREAS, the owners of record or an assignee (collectively, the “Owner”) anticipates developing the Property to construct and operate a contracting business/contractor yard (the “Contracting Business”) on Lot 3 of the Property (“Lot 3”) and desires to have commercial business uses (the “Business Uses”) on Lots 1 and 2 of the Property (“Lots 1 and 2”); and

WHEREAS, the Corporate Authorities have or will consider an ordinance annexing the Property, or a portion thereof, into Village; and

WHEREAS, pursuant to Section 6-5-4 of the Municipal Code of Hampshire of 1985 (the “Village Code”), upon annexation property is automatically classified as part of and within the E-

1 Estate District (“E-1 District”), and is subject to all of the conditions and regulations applicable to properties in the E-1 District; and

WHEREAS, the Owner and/or an authorized designee, with the Owner’s consent, submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference, requesting that the Village rezone the Property from an E-1 Estate district to: (1) an M-1 Restricted Industrial district for Lot 3 so that the Contracting Business can be operated on Lot 3; and (2) a B-3 Service Business district for Lots 1 and 2 to allow the operation of the Business Uses on the Property (collectively, the “Zoning Relief”); and

WHEREAS, pursuant to Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14), the regulations imposed and the districts created under the zoning authority of Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, *et seq.*) may be amended from time to time by ordinance; and

WHEREAS, Chapter 6 of the Village Code is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”), and sets forth the land use regulations for the Village; and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the planning and zoning commission (the “PZC”) to propose or consider amendments to the text of the Zoning Ordinance and rezoning classifications; and

WHEREAS, after all required notices were given and posted, the PZC held a public hearing (the “Hearing”) regarding the Zoning Relief; and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited and the public was afforded opportunities to be heard regarding the Petition and the proposed Zoning Relief; and

WHEREAS, based on the testimony and evidence presented at the Hearing, the PZC made certain findings of fact and recommended that the Corporate Authorities grant and approve the Zoning Relief (the “Findings of Fact”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Findings of Fact are based on the evidence presented to the PZC in each case with respect to: (1) existing uses of property within the general area of the Property; (2) the zoning classification of property within the general area of the Property; (3) the suitability of the Property to the uses permitted under the existing zoning classification; (4) the trend of development, if any, in the general area of the Property, including any changes that have taken place in its present zoning classification; and (5) the objectives of the current land use plan; and

WHEREAS, the Corporate Authorities have duly considered the Petition and the recommendations of the PZC in connection with the requested Zoning Relief; and

WHEREAS, based on the foregoing, including the Findings of Fact, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Zoning Relief;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. The Corporate Authorities considered: (a) the existing uses of property within the general area of the Property; (b) the zoning classification of property within the general area of the Property; (c) the suitability of the Property to the uses permitted under the existing zoning classification; (d) the trend of development, if any, in the general area of the Property, including changes, if any, which have taken place in its present zoning classification; and (e) the objectives of the current land use plan. After thoughtful consideration, the Corporate Authorities hereby accept the PZC’s Findings of Fact and, based thereon and on other testimony and evidence, including the fact that the Zoning Relief will be consistent with the development expected along Big Timber Road and U.S. Route 20, which includes retail and commercial uses and is consistent with the anticipated uses of adjacent properties to the north and west, the Corporate Authorities hereby find and determine that the Zoning Relief should be approved and granted to the Property. Based on the foregoing and the Findings of Fact, the Corporate Authorities hereby authorize, approve and grant the Zoning Relief, as set forth in the Findings of Fact. Upon annexation of the Property to the Village, the Official Zoning Map of the Village (the “Zoning Map”) is hereby amended so that Lot 3 is classified as part of the M-1 Restricted Industrial district and Lots 1 and 2 are classified as part of the B-3 Service Business district. The employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this Ordinance. The Village Clerk is directed to work with the Village Engineer to ensure that the Zoning Map is amended and the Zoning Relief is accurately reflected on the Zoning Map.

SECTION 3. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the Zoning Relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

SECTION 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 9. This Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED THIS __ DAY OF _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(FINDINGS OF FACT)

Tinajero Development Findings of Fact

1. Request for Final Plat of Subdivision per Sec. 7-2-4 of the Hampshire Municipal Code.
 - a. No Findings of Fact for Final Plat of Subdivision required by Code.

2. Request for Map Amendment (Rezoning) per Sec. 6-14-3-G to rezone property upon annexation from E-1 to B-3 for Lots 1 and 2 and M-1 for Lot 3.
 - a. The proposed Findings of Fact per Sec. 6-14-3-G-8-a were found by the Planning & Zoning Commission:
 - i. The proposed map amendment (rezoning) will be consistent with the development expected along Big Timber Rd. and U.S. Route 20 to include retail/commercial uses. The proposed map amendment (rezoning) is consistent with the future land uses on the adjacent properties to the north and west, which calls for commercial development.

3. Request for Variance to Sec. 6-11-2-J to permit gravel surface for off-street parking for a period of three (3) years, whereas an all-weather, dustless material is required.
 - a. The proposed Findings of Fact per Sec. 6-14-3-F-11-a were found by the Planning & Zoning Commission:
 - i. The proposed variance will not alter the essential character of the locality as gravel parking lots are common in the area and are used on both commercial and residential properties in the Village. The proposed variance will only be permitted for a period of three years where after the parking lot must be constructed of an all-weather, dustless material consistent with new developments.

4. Request for Special use per Sec. 6-9-2-C to permit a contractor yard under the designation of “Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses permitted in this section” for Lot 3.
 - a. The proposed Findings of Fact per Sec. 6-14-3-H-9 were found by the Planning & Zoning Commission:
 - i. The proposed special use will not be detrimental or endanger the public health, safety, morals, comfort or general welfare as the use will provide a 22,000 sq. ft. building that will house the majority of the operation. The proposed special use will also require the construction and installation of fencing and landscaping to screen the property from adjacent properties. The screening of the subject property will allow adjacent properties to be used without being injurious and adversely impacting the enjoyment of adjacent properties.

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS
(*Tinajero - 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

I certify that on _____, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2024 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2024.

Karen L. Stuehler, Village Clerk
Village of Hampshire

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS**
(Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012)

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2024

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
____ day of _____, 2024

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(*Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, there exists certain real property commonly known as 44W459 Big Timber Road, Hampshire, Illinois 60140 (Kane County also lists 44W369 Big Timber Road, Hampshire, Illinois 60140 as a common address); PINs: 01-13-200-005 & 01-13-200-012 and consisting of approximately fourteen (14.410+) acres, currently located in unincorporated Kane County, Illinois (the “Property”); and

WHEREAS, the Corporate Authorities have or will consider an ordinance annexing the Property, or a portion thereof, into Village; and

WHEREAS, Chapter 6 of the Municipal Code of Hampshire of 1985 (the “Village Code”) is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”), and sets forth the land use regulations for the Village; and

WHEREAS, Section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1.1) authorizes the Corporate Authorities to provide for special uses; and

WHEREAS, the owners of record or an assignee (collectively, the “Owner”) anticipates developing the Property to construct and operate a contracting business/contractor yard (the “Contracting Business”) on Lot 3 of the Property (“Lot 3”); and

WHEREAS, in connection with the potential annexation of the Property, the Owner and/or an authorized designee, with the Owner’s consent, submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference; and

WHEREAS, the Petition requests land use relief for uses allowed or permitted in the M-1 Restricted Industrial district (“M-1 District”) for Lot 3 so that the Contracting Business can be operated on Lot 3 (the “Special Use Permit); and

WHEREAS, the Owner more specifically requested that if the Property was annexed into the Village and Lot 3 was rezoned to the M-1 District, a Special Use Permit be granted for the Contracting Business under the designation of another manufacturing, processing and storage use as determined by the planning and zoning commission (the “PZC”) to be of the same general character as the uses permitted in Section in 6-9-2 of the Zoning Ordinance as it is found not to be obnoxious, unhealthful or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare or heat; and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the PZC to submit reports of findings and recommendations to the Village Board for special uses; and

WHEREAS, after all required notices were given and posted, the PZC held a public hearing (the “Hearing”) regarding the Special Use Permit; and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited, the public was afforded opportunities to be heard regarding the Petition and the proposed Special Use Permit and due consideration was given to the Petition; and

WHEREAS, the PZC considered each of the factors set forth in Subsection 6-14-3H of the Zoning Ordinance and, based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended to the Corporate Authorities that the Special Use Permit be granted and approved (the “Findings of Fact”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the grant and approval of the Special Use Permit was conditioned on the Owner installing a solid wall or fence at least six feet (6’) but not more than eight feet (8’) in height or densely planted landscaping at least six feet (6’) in height along the southern border of the Lot 3 (the “Conditions”); and

WHEREAS, the Corporate Authorities have duly considered the Petition and the recommendation of the PZC in connection with the requested Special Use Permit; and

WHEREAS, pursuant to the Zoning Ordinance, the Village Board may grant or deny, by ordinance or resolution, any application for special use, and may establish such conditions and restrictions upon the establishment, location, construction, maintenance and operation of the special use, as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified herein; and

WHEREAS, the Special Use Permit will promote the public health, safety, comfort, morals and/or welfare; and

WHEREAS, after review of the Petition and related evidence, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Special Use Permit, subject to the Conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. After thoughtful consideration, the Corporate Authorities hereby accept the PZC's Findings of Fact and, based on the Petition and other testimony and evidence, including that the special use will be mostly contained in a large building and the special use will be screened from neighboring properties, hereby find that: (a) the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; (b) the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and will not substantially diminish and impair property values within the neighborhood; (c) the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the M-1 District; (d) the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the M-1 District, as to cause a substantial depreciation in the property values within the neighborhood; (e) adequate utilities, access roads, drainage and/or

necessary facilities have been or are being provided; (f) adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and (g) the special use shall, in all other respects, conform to the applicable regulations of the M-1 District, except as such regulations may, in each instance, be modified by the Village Board pursuant to the recommendations of the PZC. The Corporate Authorities further find and determine that it is necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in the Zoning Ordinance to grant the Special Use Permit subject to the Conditions. The Special Use Permit is hereby authorized, approved and granted, subject to the Conditions. The employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this Ordinance.

SECTION 3. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the zoning relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

SECTION 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 9. This Ordinance shall be in full force and effect after passage, approval and publication in pamphlet form or as otherwise provided by applicable law.

ADOPTED THIS __ DAY OF _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(FINDINGS OF FACT)

Tinajero Development Findings of Fact

1. Request for Final Plat of Subdivision per Sec. 7-2-4 of the Hampshire Municipal Code.
 - a. No Findings of Fact for Final Plat of Subdivision required by Code.
2. Request for Map Amendment (Rezoning) per Sec. 6-14-3-G to rezone property upon annexation from E-1 to B-3 for Lots 1 and 2 and M-1 for Lot 3.
 - a. The proposed Findings of Fact per Sec. 6-14-3-G-8-a were found by the Planning & Zoning Commission:
 - i. The proposed map amendment (rezoning) will be consistent with the development expected along Big Timber Rd. and U.S. Route 20 to include retail/commercial uses. The proposed map amendment (rezoning) is consistent with the future land uses on the adjacent properties to the north and west, which calls for commercial development.
3. Request for Variance to Sec. 6-11-2-J to permit gravel surface for off-street parking for a period of three (3) years, whereas an all-weather, dustless material is required.
 - a. The proposed Findings of Fact per Sec. 6-14-3-F-11-a were found by the Planning & Zoning Commission:
 - i. The proposed variance will not alter the essential character of the locality as gravel parking lots are common in the area and are used on both commercial and residential properties in the Village. The proposed variance will only be permitted for a period of three years where after the parking lot must be constructed of an all-weather, dustless material consistent with new developments.
4. Request for Special use per Sec. 6-9-2-C to permit a contractor yard under the designation of “Other manufacturing, processing, and storage uses determined by the Planning and Zoning Commission to be of the same general character as the uses permitted in this section” for Lot 3.
 - a. The proposed Findings of Fact per Sec. 6-14-3-H-9 were found by the Planning & Zoning Commission:
 - i. The proposed special use will not be detrimental or endanger the public health, safety, morals, comfort or general welfare as the use will provide a 22,000 sq. ft. building that will house the majority of the operation. The proposed special use will also require the construction and installation of fencing and landscaping to screen the property from adjacent properties. The screening of the subject property will allow adjacent properties to be used without being injurious and adversely impacting the enjoyment of adjacent properties.

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CERTAIN REAL
PROPERTY LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(*Tinajero - 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

I certify that on _____, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

The pamphlet form of Ordinance No. _____, including the Ordinance and cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building, commencing on _____, 2024 and continuing for at least ten (10) days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk and online.

DATED at Hampshire, Illinois, this _____ day of _____, 2024.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)

THE VILLAGE OF HAMPSHIRE

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIANCE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(*Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF HAMPSHIRE**

THIS ___ DAY OF _____, 2024

Published in pamphlet form by authority
of the President and the Board of Trustees
of the Village of Hampshire, Illinois this
___ day of _____, 2024

**VILLAGE OF HAMPSHIRE
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIANCE TO CERTAIN REAL PROPERTY
LOCATED IN THE VILLAGE OF HAMPSHIRE, KANE AND
MCHENRY COUNTIES, ILLINOIS
(*Tinajero – 44W369 & 44W459 Big Timber Road, PINS: 01-13-200-005 & 01-13-200-012*)**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to furthering the growth of the Village, enabling the Village to control development in the area and promoting public health, safety, comfort, morals and welfare; and

WHEREAS, there exists certain real property commonly known as 44W459 Big Timber Road, Hampshire, Illinois 60140 (Kane County also lists 44W369 Big Timber Road, Hampshire, Illinois 60140 as a common address); PINs: 01-13-200-005 & 01-13-200-012 and consisting of approximately fourteen (14.410+) acres, currently located in unincorporated Kane County, Illinois (the “Property”); and

WHEREAS, the Corporate Authorities have or will consider an ordinance annexing the Property, or a portion thereof, into Village; and

WHEREAS, Chapter 6 of the Municipal Code of Hampshire of 1985 (the “Village Code”) is known as the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (the “Zoning Ordinance”), and sets forth the land use regulations for the Village; and

WHEREAS, Section 11-13-5 of the Illinois Municipal Code (65 ILCS 5/11-13-5) authorizes the Corporate Authorities to approve variations to zoning regulations; and

WHEREAS, the owners of record or an assignee (collectively, the “Owner”) anticipates developing the Property to construct and operate a contracting business/contractor yard and commercial business uses on the Property; and

WHEREAS, in connection with the potential annexation of the Property, the Owner and/or an authorized designee, with the Owner’s consent, submitted an application to the Village that included exhibits containing plans and specifications for the Property (the “Petition”), incorporated herein by reference; and

WHEREAS, the Petition requests a variance to allow gravel surfacing for off-street parking at the Property (the “Zoning Relief); and

WHEREAS, Section 6-14-3 of the Zoning Ordinance authorizes the planning and zoning commission (the “PZC”) to hold public hearings on applications for variations and thereafter to submit reports of findings and recommendations to the Village Board; and

WHEREAS, after all required notices were given and posted, the PZC held a public hearing (the “Hearing”) regarding the Zoning Relief; and

WHEREAS, at the Hearing, testimony was given, evidence was presented, comments were solicited, the public was afforded opportunities to be heard regarding the Petition and the proposed Zoning Relief and due consideration was given to the Petition; and

WHEREAS, the PZC considered each of the factors set forth in Subsection 6-14-3F of the Zoning Ordinance and based on the testimony and evidence given at the Hearing, the PZC made certain findings of fact and recommended to the Corporate Authorities that the Zoning Relief be granted and approved (the “Findings of Fact”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the grant and approval of the Zoning Relief was conditioned on the Zoning Relief being operative for a period of three (3) years from the effective date of this Ordinance after which time the Zoning Relief will be deemed null and void and the Owner will be required to construct/install a parking lot on the Property, which shall be constructed/installed using all-weather, dustless material consistent with the developments in place at the time of construction/installation (the “Conditions”); and

WHEREAS, the Corporate Authorities have duly considered the Petition and the recommendation of the PZC in connection with the requested Zoning Relief; and

WHEREAS, the Corporate Authorities have also found that complying with the strict letter of the Village Code will cause the Owner practical difficulties or a particular hardship in using the Property; and

WHEREAS, the Zoning Relief will promote the public health, safety, comfort, morals and/or welfare; and

WHEREAS, after review of the Petition and related evidence, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve the Zoning Relief, subject to the Conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE AND MCHENRY COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and hereby incorporate and make them part of this Ordinance.

SECTION 2. After thoughtful consideration, the Corporate Authorities hereby accept the PZC's Findings of Fact and, based on the Petition and other testimony and evidence, including that the Zoning Relief is temporary and gravel parking lots are common in the area and are used on both commercial and residential properties in the Village, hereby find that: (a) the Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that district; (b) the plight of the Owner is due to unique circumstances; (c) the Zoning Relief, if granted, will not alter the essential character of the locality; and (d) granting the Zoning Relief will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the Property is located nor will it impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood. Based on the foregoing and the Findings of Fact, the Corporate Authorities hereby authorize, approve and grant the Zoning Relief, subject to the Conditions. The employees and officers of the Village are authorized and directed to take any and all action necessary to carry out the intent of this Ordinance.

SECTION 3. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the Zoning Relief contemplated by this Ordinance and shall take all action necessary in conformity therewith.

SECTION 4. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. That the provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or

regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. In the event of any conflict between the terms of this Ordinance and the terms of the Village Code, or any other code, ordinance or regulation of the Village, the terms of this Ordinance shall control and prevail in all instances.

SECTION 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

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ADOPTED THIS __ DAY OF _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED THIS __ DAY OF _____, 2024.

Michael J. Reid, Jr., Village President

ATTEST:

Karen L. Stuehler, Village Clerk

EXHIBIT A
(FINDINGS OF FACT)

Tinajero Development Findings of Fact

1. Request for Final Plat of Subdivision per Sec. 7-2-4 of the Hampshire Municipal Code.
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STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane and McHenry Counties, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

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I certify that on _____, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law), at a regular meeting, passed and adopted Ordinance No. _____, which was approved by the Village President on the _____ day of _____, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

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DATED at Hampshire, Illinois, this _____ day of _____, 2024.

Karen L. Stuehler, Village Clerk
Village of Hampshire

(Seal)



EMBRACE OPPORTUNITY

HONOR TRADITION

HAMPSHIRE POLICE DEPARTMENT MONTHLY REPORT

February 2024

Chief Doug Pann

HAMPSHIRE POLICE DEPARTMENT FEBRUARY SCORECARD



Hampshire Police Department Scorecard

Feb-24

OFFENSES

	Previous Month	Current Month	% Change	YTD	YTD '23	YTD '22
Group A Offenses	9	1	-88.9%	10	6	4
All Dispatched Calls for Service	351	212	-39.6%	563	497	411
Burglary	0	0	0.0%	0	0	0
Burglary to Motor Vehicle and Theft from Motor Vehicle	1	0	-100.0%	0	0	0
Auto Theft	1	0	-100.0%	1	0	0
Theft	1	1	0.0%	2	3	3
Domestic Violence Cases	6	1	-83.3%	7	5	2
Mental Health Calls for Service	3	4	33.3%	7	4	
Alarm Responses	14	7	-50.0%	21	17	29
Assists to Neighboring Communities / KCSO	21	21	0.0%	42	35	64

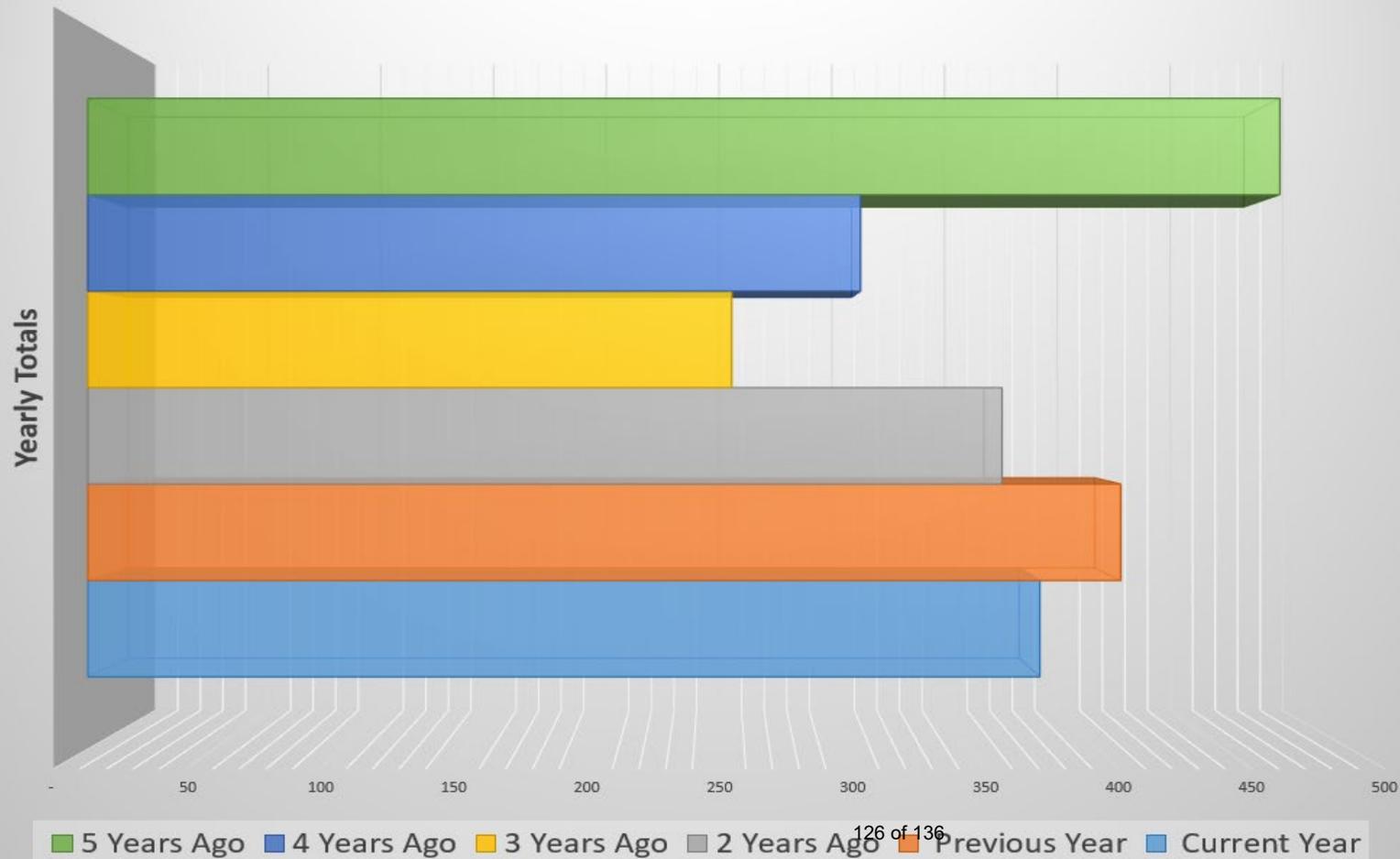
ACTIVITY

	Previous Month	Current Month	% Change	YTD
# Traffic Stops	76	165	117.1%	241
# Traffic Tickets	32	80	150.0%	112
# Traffic Warnings	45	99	120.0%	144
# Parking Tickets	51	125 of 136	-72.5%	65

FEBRUARY CALLS FOR SERVICE - 5 YEAR COMPARISON



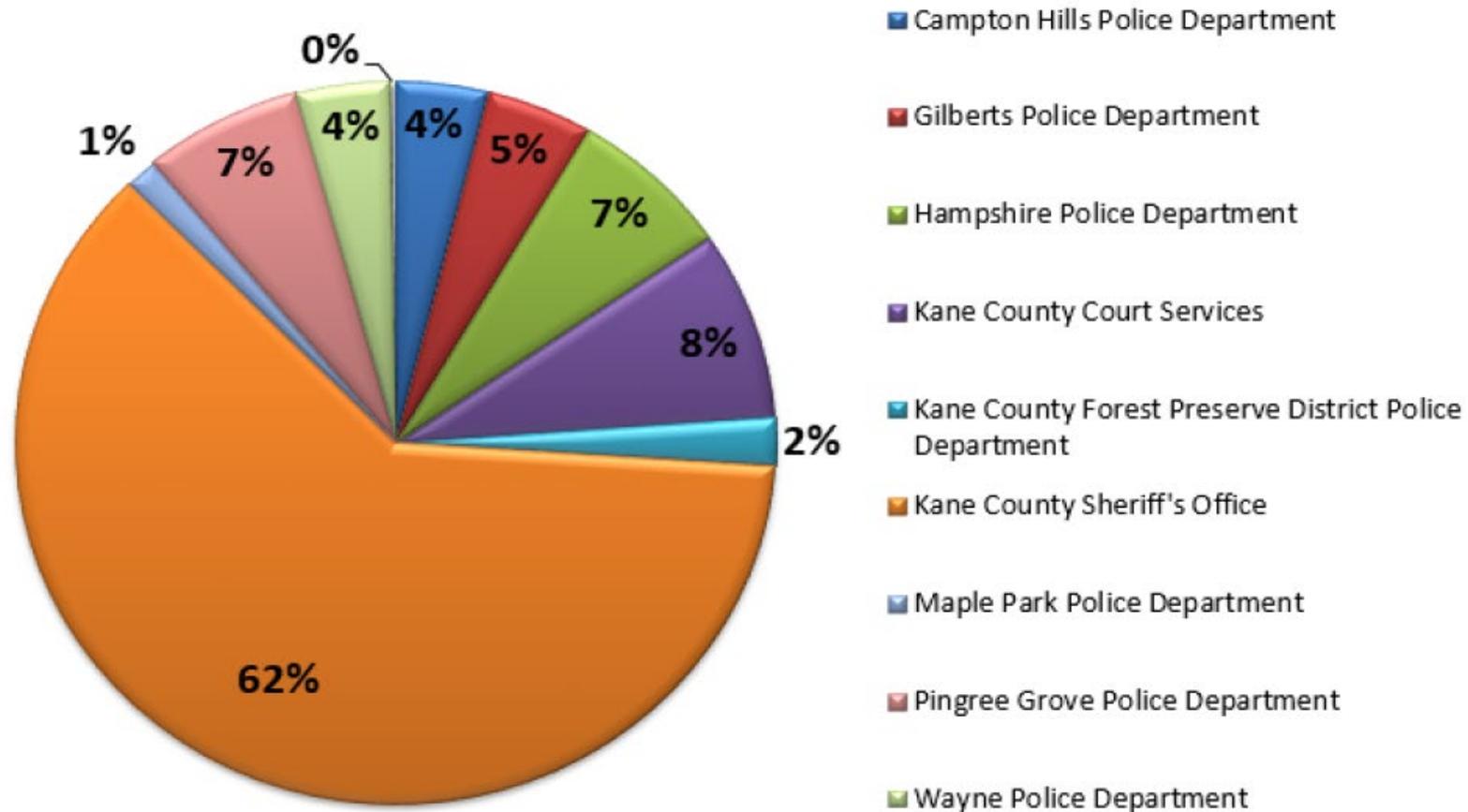
Incidents by Year



2023 CALLS FOR SERVICE - COMPARISON TO OTHER KANE COUNTY COMMUNITIES



75,083 Police Related Incidents



2023 CALLS FOR SERVICE - COMPARISON TO OTHER KANE COUNTY COMMUNITIES



Police & Fire Agency Activity	2023	2022
Wayne Police	2964	1985
Kane County Sheriff	34,583	32,910
Hampshire Police	5261	4877
Pingree Grove Police	5090	3458
Maple Park Police	1023	748
Gilberts Police	3395	3582
Kane County Forest Preserve Police	1609	1493
Campton Hills Police	2954	2625
Big Rock Fire	583	464
Burlington Fire	753	616
Hampshire Fire	1704	1627
Kaneville Fire	314	201
Maple Park Fire	481	431
Pingree Grove Fire	2141	1860
Fox River Fire	2202	2055
Subtotal	65,057	58,932

OFFENSE TRENDS COMPARISON 2023-2024

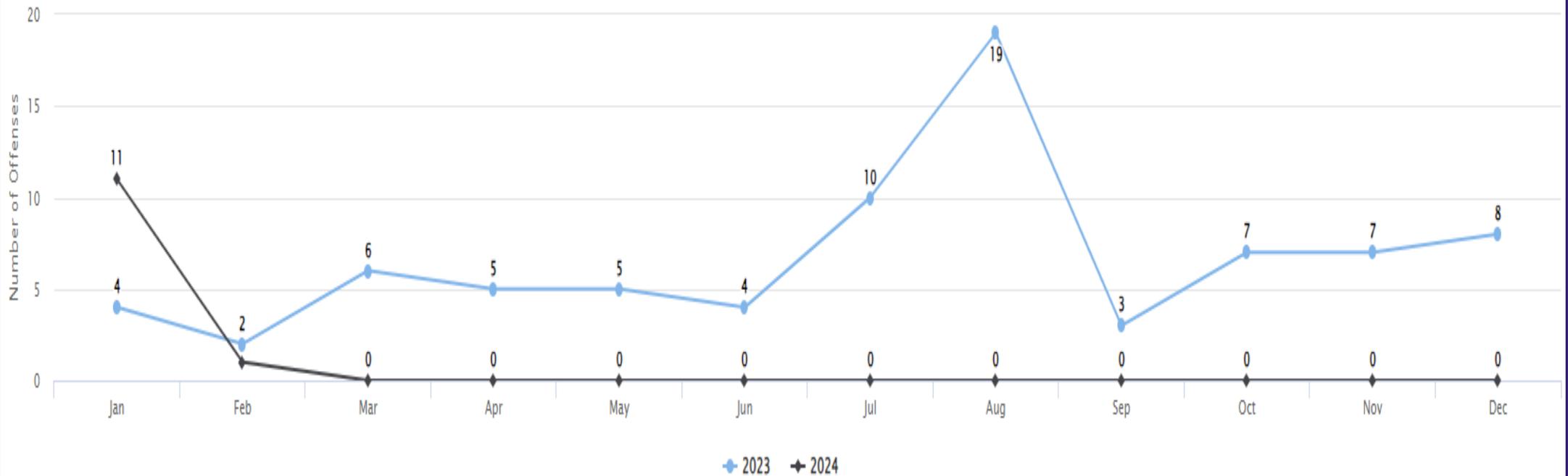


Offense Trends Comparison Report

Years: 2023 - 2024

Agency: HAMPSHIRE

Offense: Group A Offenses



GROUP A OFFENSES - CRIMES AGAINST PERSONS



Offense	Reported in 2024	Reported in 2023	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	0	0	NA	0	0.00%	0.00%	0.00
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	0	0	NA	0	0.00%	0.00%	0.00
Aggravated Assault	0	0	NA	0	0.00%	0.00%	0.00
Simple Assault	4	1	300.00%	3	75.00%	66.67%	62.28
Intimidation	2	0	NA	2	100.00%	33.33%	31.13
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	0.00
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	6	1	500%	5	83.33%	50%	93.39

GROUP A OFFENSES - PROPERTY CRIMES AND CRIMES AGAINST SOCIETY



Offense	Reported in 2024	Reported in 2023	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Robbery	0	0	NA	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	1	0	NA	0	0.00%	20.00%	15.56
Larceny/Theft Offenses	1	1	0.00%	0	0.00%	20.00%	15.56
Motor Vehicle Theft	0	0	NA	0	0.00%	0.00%	0.00
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	3	2	50.00%	0	0.00%	60.00%	46.69
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	0	0	NA	0	0.00%	0.00%	0.00
Embezzlement	0	0	NA	0	0.00%	0.00%	0.00
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Property Total	5	3	66.67%	0	0.00%	41.67%	77.82
Drug/Narcotic Violations	0	0	NA	0	0.00%	0.00%	0.00
Drug Equipment Violations	0	1	-100.00%	0	0.00%	0.00%	0.00
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	1	1	0.00%	1	100.00%	100.00%	15.56
Animal Cruelty	0	0	NA	1	0.00%	0.00%	0.00
Crimes Against Society Total	1	2	-50%	1	100%	8.33%	15.56

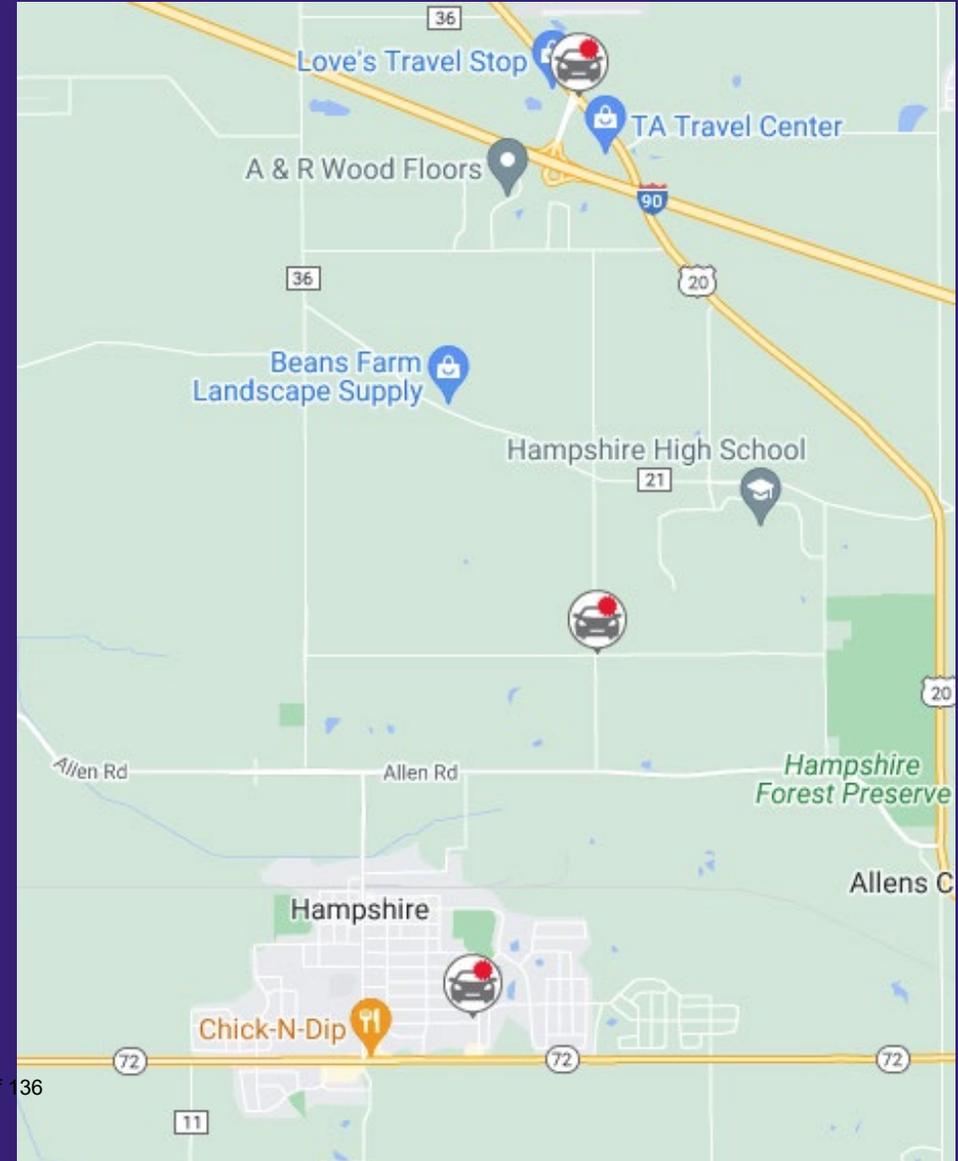
FEBRUARY TRAFFIC CRASHES

TOP Locations

Route 20 - I-90

Julie

Allen / Wild Prairie



CURRENT PROJECTS



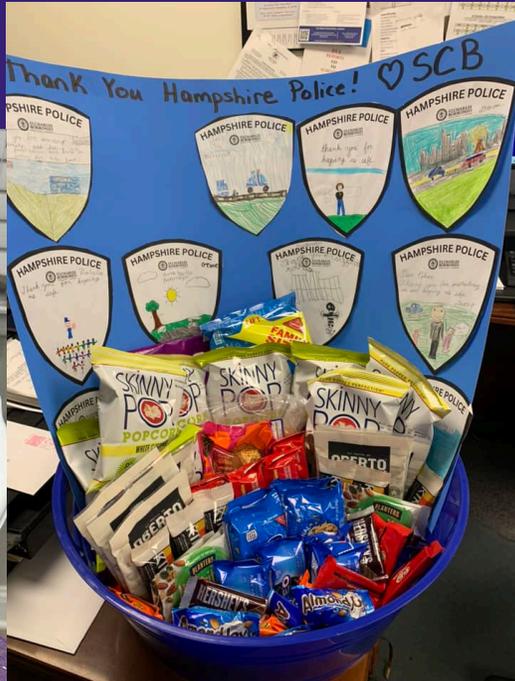
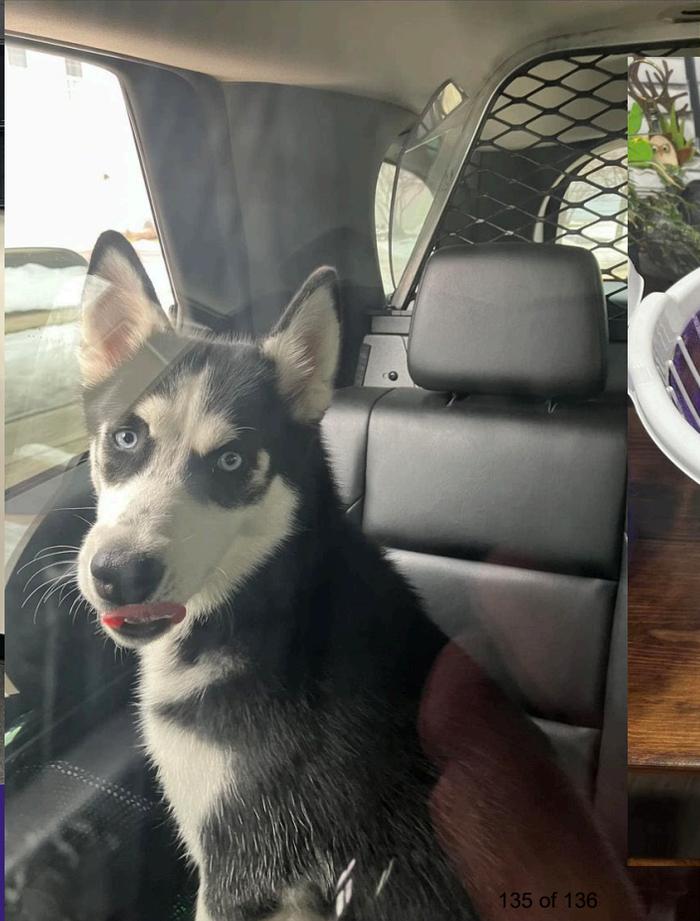
Project	Start Date	Status
Install In-car printers and transition to digital ticketing	11/01/2022	Waiting for Final Approval from Kane County Circuit Clerk's Office - All Training Complete
Transition to County RMS	05/01/2023	Delayed by KaneComm until July 2024
Developing Lesson Plans - De-Escalation Training	04/10/2023	Lesson plans in development
BWC Grant	01/01/2023	Awaiting award
Host community open house(s) - Virtra 300	10/13/2023	Planned for December - Dates TBA
Revise and Update Village Emergency Operations Plan with HFPD	02/01/2024	Work in progress
Plan and Implement National Night Out / Cop on a Rooftop	02/01/2024	Officer Carly Mayer and Officer Rush Rudolph assigned and planning
Develop and Implement Chaplain Program	03/01/2024	Revising policy and contacting local pastors
Develop Officer Wellness Program / Peer-to-Peer Support	03/01/2024	Revising draft policy / Seeking Volunteers

GOALS ACCOMPLISHED



Project	Start Date	Status
Hired Officer Carlos Gonzalez	02/01/2024	Fully deployed
Promoted Sergeant John Rufo	02/16/2024	Promoted

COMMUNITY



Village of Hampshire Street Department

Monthly Report: February 2024

Fabrication and repairs to zero turn mower deck

Jet Brier Hill rd culverts

Clean up sod damage from plows

Tree trimming in Hampshire Prairie

Over 300 trees

Right of Way Garbage

Melms, Kelley, Ketchum, Brier Hill, Getzelman, N. State, Henpeck Park
Higgins, Widmeyer, Rowell

Snow Storms

2-1-2024 Freezing Fog - Ice

Rainfall Amounts

0.72" For January

Utility Locates

198 Normal

11 Emergency

Asphalt Usage

Pothole Patched entire Village

Work Performed

Vehicle and Equipment Maintenance

Street Light Repair

Storm Sewer Maintenance

Other Miscellaneous Projects