



Sandy Wegman
Kane County Recorder
719 S Batavia Ave, Bldg C
Geneva, IL 60134
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MAP ATTACHED

2007K072733

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

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- ☐ Deed _____
- ☒ Other Annexation _____
- ☐ UCC _____
- ☐ Plat _____

Remarks Prepared by: Mark Schuster Mail To:
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Elgin, IL 60123 P.O. Box 457
Hampshire, IL 60140

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**FIRST AMENDMENT TO
ANNEXATION AGREEMENT**

Dated April 14, 2005

Between the

VILLAGE OF HAMPSHIRE

AND

HAMPSHIRE EAST LLC, an Illinois limited liability company

HAMPSHIRE WEST LLC, an Illinois limited liability company

MARIANNE NEMTUSIAK

Prepared by and Return to:
John H. Mays
Gould & Ratner
222 North LaSalle Street
Suite 800
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Recorder:
See Permanent
Index Information
on Exhibit "Z"
to this First
Amendment

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FIRST AMENDMENT TO ANNEXATION AGREEMENT

This FIRST AMENDMENT TO ANNEXATION AGREEMENT (the "Amendment") is made and entered into as of the 14th day of May 2007 by and between the VILLAGE OF HAMPSHIRE, ILLINOIS, an Illinois municipal corporation (the "Village"), by and through its President and Board of Trustees (hereinafter referred to collectively as the "Corporate Authorities"), HAMPSHIRE EAST LLC, an Illinois limited liability company ("Crown East"), HAMPSHIRE WEST LLC, an Illinois limited liability company ("Crown West"), and MARIANNE NEMTUSIAK ("Nemtusiak"). Crown East, Crown West and Nemtusiak are hereinafter referred to collectively the "Land Owner" while Crown East and Crown West are herein sometimes collectively referred to as "Developer" or as "Crown".

WITNESS:

WHEREAS, the Village and Land Owner are parties to that certain Annexation Agreement dated April 14, 2005 recorded in the Office of the Kane County Recorder as Document No. 2005K047722 (the "Annexation Agreement"); and

WHEREAS, the provisions of the Annexation Agreement are applicable to the land described on **Exhibit "A"** attached hereto which land is referred to as the "Property" which is comprised of the communities known as Prairie Ridge and Oakstead; and

WHEREAS, the lands herein referred to as the Expanded Tamms Property which are also owned by Crown East or under contract to purchase by Crown East are described on **Exhibit "A-1"** attached hereto and includes the lands referred to in the Annexation Agreement as the "Tamms Property;" and

WHEREAS, the Expanded Tamms Property is to be developed pursuant to the terms of that Annexation and Development Agreement and Amendment to KB Home Development Agreement dated April 14, 2005 (the "Annexation and Development Agreement") which was entered into by the Village, Crown East and others which was approved by Board of Trustees of the Village on March 8, 2007 and which was recorded on March 23, 2007 in Kane County as Document No. 2007K 33549, and

WHEREAS, Article VI of the Annexation Agreement contemplated the construction of certain utility improvements while Article XI provided for financing of such improvements with the proceeds from the sale of Special Service Area Bonds ("SSA Bonds"), and

WHEREAS, as contemplated by the Annexation Agreement and by the agreement of the Village with Brier Hill Crossing, L.L.C. et al regarding the Brier Hill Property dated March 31, 2005 (the "Brier Hill Annexation Agreement"), the Village, the developers of the Brier Hill Property and Crown have entered into that certain Tri-Party Integrated Systems Agreement dated April 28, 2005 (the "Tri-Party Agreement") which provides for the construction of the Integrated System as described in the Annexation Agreement and sets forth the financial commitments made by the developers of the Brier Hill Property (comprised of a Residential Area now known as "Lakewood Crossing" and land to be developed as the Brier Hill Business Park which are described on **Exhibit "A-2"** attached hereto) toward the construction of the Integrated System, and

WHEREAS, the Village, Crown, Lakewood Crossing, LLC, - owner and developer of the "Residential Area" of the Brier Hill Property - and PHI-Hampshire LLC have entered into an Agreement for Funding Expansion of the Village's Waste Water Treatment Facility dated

February 2, 2006 (the "Funding Agreement") which provides for the financing of the expansion of the Village's "WWTF" to a 1.5 MGD Capacity, and

WHEREAS, the Village and Crown have determined that components of the Integrated System should be oversized and enlarged so that properties other than the Property, the Expanded Tamms Property and the Brier Hill Property, may in the future be served by components of the Integrated System (the "Future Developments"), and

WHEREAS, as a result of the changes to the Integrated System as described in the Annexation Agreement to enable it to serve the future owners and occupants of the Future Developments and changes to the components of the Transportation System as described in the Annexation Agreement, the parties recognize that the costs to design, permit and construct such components have increased, and

WHEREAS, due to the changes in the Integrated System and the changes to the Transportation System to accommodate the needs of the Property, the Expanded Tamms Property, the Brier Hill Property and Future Developments, the parties have agreed to amend and restate certain provisions of the Annexation Agreement in their entirety and to further amend the Annexation Agreement to set forth some new agreements between the Village and Developer, and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code, a proposed First Amendment to Annexation Agreement (the "Amendment") was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice and advertisement in the manner prescribed by law; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the Amendment will enhance and promote the general welfare of the Village; and

WHEREAS, the Corporate Authorities of the Village, after due deliberation, by ordinance duly enacted, have approved the execution and delivery of the First Amendment to the Annexation Agreement and have directed the President and Clerk of the Village to execute the First Amendment on behalf of the Village.

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

I. INCORPORATION OF RECITALS

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

II. MUNICIPAL AUTHORITY

2.1 Applicable Law.

This Amendment is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. and Section 7-1-1 et seq. of the Illinois Municipal Code.

III. AMENDMENT AND RESTATEMENT OF ARTICLE VI. "UTILITIES"

The parties have determined to delete Article VI. "Utilities" in its entirety and substitute the following provision in its place and stead:

ARTICLE VI. UTILITIES

The Annexation Agreement provides for the construction of an integrated system for the furnishing of water, sanitary sewer and waste water treatment services to the Property, the Expanded Tamms Property, and the Brier Hill Property plus the expansion

of the Village's existing waste water treatment facility (the "WWTF") to a capacity of 2.76 MGD (the "Integrated System") which will be designed, constructed and financed primarily with proceeds from the sale of SSA Bonds as provided in Article XI. The water components of the Integrated System are described on **Revised Exhibit "O"** attached hereto and the sanitary sewer lift stations, force mains and interceptors which comprise the waste water components of the Integrated System are described on **Revised Exhibit "P"** attached hereto. The cost estimate (the "Cost Estimate") for the Integrated System is attached hereto as **Revised Exhibit "R."** The Parties acknowledge and agree that construction has begun and that some components of the Integrated System have been completed. Subject to delays due to force majeure, the Parties anticipate that the components of the Integrated System shall be completed in accordance with the revised schedule attached hereto as **Revised Exhibit "Q"** (the "Development Schedule"). The parties hereby agree that **Revised Exhibits "O," "P," "Q" and "R"** are intended to supersede and replace Exhibits "O," "P," "Q" and "R" as attached to the Annexation Agreement.

Consistent with the provisions of the Annexation Agreement, (i) the parties have worked and shall continue to work together in reviewing and approving the plans, designs and bids for all system components; (ii) with respect to the work, the decisions of the Village and, with respect to matters of plans and design, the decisions of the Village's Engineer shall be final; and (iii) contract administration has been and shall be performed in accordance with the "Contract Administration Procedures" attached to the Annexation Agreement as Exhibit "W."

6.1 No Action Pending Which Would Interfere with Utilities.

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

6.2 Construction of the Water Components of the Integrated System described and depicted on Revised Exhibit "O"

6.2.1. Village's Construction Obligations

The Village is designing or has designed and is seeking or has obtained permits (all subject to Developer's reasonable review and approval) for all deep wells, all treatment facilities, the elevated water storage tank, pressure reducing valves ("PRV"), booster pumping ("BP") stations and BP\PRV stations and the offsite water mains contemplated by **Revised Exhibit "O"**. The Village's obligation for design and permitting for the water components of the Integrated System is intended to cover all water components of the Integrated System with the exception of certain water mains herein referred to as the "Onsite Water Mains" which are located within the Prairie Ridge Community, the Oakstead Community and the Expanded Tamms Property. The approximate locations and diameters of the Onsite Water Mains are shown on **Revised Exhibit "O."**

The term "Oversized Onsite Water Mains " as used herein refers to water mains which are 12" or greater in diameter. Onsite Water Mains which are

less than 12" in diameter are herein referred to as the "Neighborhood Water Mains."

6.2.2. Developer's Construction Obligations

Developer is responsible for designing, seeking permits for, bidding and constructing all Onsite Water Mains. Developer shall pay all costs for the Neighborhood Water Mains. The costs of the Oversized Onsite Water Mains shall be paid for with SSA Bond proceeds.

6.2.3. Future Developments

Developer has, at the Village's request, agreed to design the Oversized Onsite Water Mains to terminate at the property lines of the Prairie Ridge Community, the Oakstead Community and the Expanded Tamms Property to facilitate service to Future Developments from the water components of the Integrated System.

6.2.4. Contracts

Except for the Onsite Water Mains, the work that has been and will be performed to construct the water components of the Integrated System has been and shall continue to be awarded to contractor(s) based on a competitive bid process, as contemplated by the Annexation Agreement. The contractor(s) permitted to bid on the work shall be determined by the Developer and approved by Village Engineer (which approval shall not unreasonably be withheld). The work shall be supervised and inspected

by Village Engineer, with the participation of Developer's engineer, but in all cases the decision of the Village Engineer shall be final.

6.2.5. Water Capacity Reservation for the Property

Throughout the term of the Annexation Agreement, the Village shall allow connection of the buildings and structures built on the Property to the water components of the Integrated System and to components of the Village's pre-existing water supply system for all purposes, including fire protection. Throughout the term of this Agreement, the Village shall at all times reserve sufficient water supply and storage in its system(s) to serve the uses planned for the Property, reduced from time to time by the amount of water supply and storage actually utilized for the Property. Village represents that no moratorium or other regulatory restriction exists at this time which would limit the Village's ability to provide water to the Property.

6.3 Construction of the Waste Water Components of the Integrated System Described and Depicted on Revised Exhibit "P"

6.3.1. Construction of Waste Water Components by Brier Hill

Pursuant to the Tri-Party Agreement, the developers of the Brier Hill Property are responsible for designing (subject to reasonable Village review and approval), seeking permits for and constructing a lift station on the Brier Hill Property. The developers of the Brier Hill Property are also responsible for designing a force main which is a waste water component of the Integrated System as described in the Tri-Party Agreement. The

Brier Hill lift station and force main are to be oversized to accommodate waste water flow from the Oakstead Community as depicted on **Revised Exhibit "P."** No recapture will be due to the developers of the Brier Hill Property from the Developer of the Oakstead Community for over-sizing the Brier Hill lift station and force main. The costs of constructing said components of the waste water components of the Integrated System shall be paid solely by the developers of the Brier Hill Property to the extent provided in Section 6.3.3.1.

Pursuant to the Tri-Party Agreement, the developers of the Brier Hill Property are also required to oversize the gravity sewer main from Big Timber Road to the Brier Hill lift station to accommodate waste water flow from the Oakstead Community and are entitled to be reimbursed for the costs of oversizing the gravity sewer main, for an amount, which represents the cost differential between the material and installation cost of an 8-inch PVC SDR26 sewer pipe and the material and installation cost of the oversized pipe. Payment shall be made to the developers of the Brier Hill Property when the Village approves the first final plat for any portion of the Oakstead Community. The amount of payment is currently estimated to be approximately \$108,792.35 and shall be paid with SSA Bond proceeds.

6.3.2. Construction of Waste Water Components of the Integrated System by Developer and the Village

Consistent with the Tri-Party Agreement, Developer has designed (subject to the Village Engineer's reasonable review and approval), obtained permits for, and constructed the gravity flow sanitary sewer interceptor known as the Harmony Road Interceptor and the Village has designed the Widmayer Road Interceptor. Such Interceptors, when complete, shall extend from the terminus of the force main constructed by the developers of the Brier Hill Property and shall end at the Village's existing WWTF as depicted on **Revised Exhibit "P."** These Interceptors have been designed to accommodate waste water from the Brier Hill Property but no recapture shall be due from Brier Hill Property for either the Widmayer Road Interceptor or the Harmony Road Interceptor.

The Village is responsible for designing and seeking permits for all lift stations described on **Revised Exhibit "P,"** except for the Brier Hill Lift Station. Developer is responsible for constructing all lift stations designed by the Village.

Developer is responsible for designing, seeking permits for and constructing the North Interceptor Sewer which shall serve the Future Developments north of Big Timber Road as depicted on **Revised Exhibit "P."**

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6.3.3. WWTF Expansion and Capacity

6.3.3.1. WWTF Expansion

The Village is responsible for designing (subject to reasonable review and approval by Developer and the developers of the Brier Hill Property), seeking permits for and constructing an expansion of the WWTF from 0.75 MGD to 2.76 MGD in two stages. Funding for the initial expansion of the WWTF from 0.75 MGD to 1.50 MGD is governed by the Funding Agreement. Developer shall fund the expansion of the WWTF from 1.50 MGD to 2.76 MGD and may utilize SSA Bond proceeds or proceeds from the Junior Debt Certificates as described in Section 11.2 to pay for construction costs.

6.3.3.2. Reservation of Capacity

The Village shall reserve capacity from each stage of the WWTF expansion (capacities are cumulative) for the Property, the Expanded Tamm Property and the Brier Hill Property as shown on the following table. The reservations for the Brier Hill Property are consistent with the terms of the Brier Hill Annexation Agreement and the Tri-Party Agreement.

	Prairie Ridge Community and Oakstead Community	Expanded Tamms Property	Brier Hill
0.75 MGD Capacity (Existing)	0 P.E.	0 P.E.	500 P.E.
0.75 MGD to 1.50 MGD Expansion	3,200 P.E.	630 P.E.	3,000 P.E.
1.50 MGD to 2.76 MGD Expansion	9,500 P.E.	648 P.E.	3,900 P.E.

Village warrants that 3,200 P.E. will be available and reserved to exclusively serve the Property and 630 P.E. available and reserved to serve the Expanded Tamms Property upon completion of the expansion of the WWTF to 1.5 MGD. Since no connections have been made in either the Prairie Ridge or Oakstead Communities to date and since Developer has not drawn on any capacity previously reserved for it in the WWTF's existing capacity of 0.75 MGD, the reservation of capacity in the existing WWTF equal to 600 P.E. is hereby released by Developer. The Illinois Environmental Protection Agency has issued the NPDES discharge permit for expansion of the WWTF capacity to 1.5 MGD. The expansion of the WWTF is expected to be complete and the the reserved capacity in that expansion, as provided above, will be available for the Property by July of 2007. A total of 9,500 P.E. will be available and exclusively reserved for use by the Property and a total of 648 P.E. will be available for use by the Expanded Tamms Property upon completion of the expansion of the WWTF to 2.76 MGD and issuance of a new NPDES Permit for such capacity. The Village

agrees that Crown shall have the right to utilize the P.E. reserved for the Property and the Expanded Tamms Property and may allocate and reallocate such P.E. between the Property and the Expanded Tamms Property as needed.

6.3.3.3. Construction Schedule

Construction of the waste water components of the Integrated System shall be undertaken in accordance with the revised schedule attached hereto as **Revised Exhibit "Q."** The Village will use its reasonable best efforts to complete construction on that schedule, but completion by that date is not assured.

6.3.3.4. Ownership of the Components of the Integrated System

Upon completion and acceptance by the Village, all components of the Integrated System shall be conveyed and dedicated by Developer to the Village. Thereafter, all such components shall be owned, operated and maintained by the Village and the addition of water and waste water treatment capacity created by the construction of the Integrated System shall be owned and controlled by the Village, subject to the express and exclusive reservations of capacity for the Property and the Expanded Tamms Property made in this Agreement.

IV. AMENDMENT AND RESTATEMENT OF ARTICLE XI. "PUBLIC IMPROVEMENT FINANCING"

The parties hereto have determined to delete Article XI. "Public Improvement Financing" in its entirety and substitute the following provision in its place and stead:

ARTICLE XI. PUBLIC IMPROVEMENTS FINANCING

Except as otherwise provided in this Article XI, funding for components of the Integrated System including the WWTF expansion described in Article VI, and the Transportation System Components described and depicted on **Revised Exhibit "U"** attached hereto (which replaces Exhibits "U-1" and "U-2" to the Annexation Agreement), shall be provided by the sale of SSA Bonds and Junior Debt Certificates issued by the Village. The components of the Integrated System including the expansion of the WWTF from 0.75 to 2.76 MGD and the Transportation System Components are herein collectively called the "Project." The Project as described on **Revised Exhibits "O," "P" and "U"** has been designed to serve the Prairie Ridge Community, the Oakstead Community, the Expanded Tamms Property and the Brier Hill Property (the Residential Area as well as the Business Park) when fully developed and occupied. The Project has also been designed, in part, to enable the Village to serve Future Developments.

SSA Bonds and Junior Debt Certificates of the Village issued, sold or delivered in connection with this Agreement shall be accompanied by the approving opinion of McGuire Woods LLP, Chicago, Illinois, or other nationally recognized bond counsel acceptable to the parties, that such obligations have been validly issued and constitute binding obligations of the Village in accordance with their terms and as to the tax-

exempt status of such obligations. Neither the SSA Bonds nor any of the Junior Debt Certificates shall be general obligations of the Village.

11.1 SSA Bonds.

The Village shall, on the petition of the Developer, create two Special Service Areas ("SSA's") on the Prairie Ridge Community, a single SSA on the Oakstead Community and a single SSA on the Expanded Tamms Property in accordance with the provisions of the Special Service Area Tax Law of the State of Illinois (the "SSA Act"). The SSA's shall have the boundaries set forth on Exhibit "B" attached hereto. The Village shall issue, in accordance with law, SSA Bonds in an amount not to exceed \$75,000,000.00, the net proceeds of which shall be used to pay for the Project. The SSA Bonds shall not have a term in excess of 40 years. Proceeds from the sale of SSA Bonds which remain after such proceeds have been used to pay costs of issuance and funding an interest reserve, shall be used to pay the costs incurred for designing, seeking permits for and constructing the Project which costs shall include the costs and expenses incurred by Developer to acquire easements from third parties for the Project. The parties agree that, prior to sale of the SSA Bonds, Developer began construction of components of the Project and has advanced monies, from time to time, for such construction. Developer has secured its obligation to pay its contractors for work performed on the Project by posting a letter of credit in acceptable form with the Village. All monies advanced by Developer prior to the sale of the SSA Bonds together with accrued interest on such advances at the rate of 8.75% per annum shall be paid with SSA Bond proceeds. Repayment of

monies advanced by Developer together with accrued interest shall be made in accordance with the payment procedures detailed in the Trust Indenture for the SSA Bonds and in the Agreement for Public Improvements (the "Improvements Agreement") which shall be entered into by the Village and Crown in connection with the sale of the SSA Bonds. Such procedures shall also apply to all construction and other Project costs paid with SSA Bond proceeds. Upon the making of payment to Developer, the security being held by the Village shall be returned to Developer. As of April 16, 2007, Developer estimates that it has made advances totaling \$21,000,000.00.

The Village shall work with Kane County to assess and collect SSA special taxes as they become due, and has submitted a proposed intergovernmental agreement for each SSA to the County for approval. Such intergovernmental agreement provides for collection of SSA special taxes by the County. If such taxes cannot be collected by the County, the Village, working with the Developer, will provide an alternate means for collecting the SSA special taxes with the costs of collection being paid for with SSA Bond proceeds or with SSA special taxes.

Net proceeds from the sale of the SSA Bonds after funding of interest reserves, the payment of all customary issuance expenses, and the reimbursement of monies advanced by Developer plus accrued interest thereon at the rate of 8.75% per annum, shall be used to pay costs of constructing the Project.

11.2 Junior Debt Certificates

Since, based on the Cost Estimate attached hereto as **Revised Exhibit "R,"** net proceeds from the sale of the SSA Bonds will not be sufficient to cover the estimated costs to complete the Project, the Village agrees to issue Junior Debt Certificates in the maximum principal amount of \$19,300,000.00 as authorized by the Illinois Municipal Code to complete the Project. Developer has committed to purchase Junior Debt Certificates in such amount, which shall be tax-exempt, shall bear interest at a rate not in excess of 9% and shall have a term not in excess of 30 years. Net proceeds from the sale of the Junior Debt Certificates, after paying costs of issuance, shall be used to pay costs of constructing the Project including reimbursement of monies advanced by Developer as described in Section 11.1. All payments made with proceeds from the sale of Junior Debt Certificates shall be made in accordance with the payment procedures detailed in the Trust Indenture for the Junior Debt Certificates and in the Improvements Agreement.

Because the two matters described below may or may not occur, their impact on the total costs of the Project cannot be determined. However, if total Project costs increase because of: (i) the requirements for obtaining permitting for the expansion of the WWTF from 1.50 to 2.76 MGD; or (ii) water quality issues related to potential potable water source(s) for the Property, the Brier Hill Property and the Expanded Tamms Property, Developer shall have the right to request that the Village issue additional Junior Debt Certificates to cover the additional costs, subject to applicable statutory limits.

11.3 Funding from Brier Hill for the Integrated System

11.3.1. Funding for Water Components of the Integrated System from Brier Hill

The Tri-Party Agreement obligates the developers of the Brier Hill Property to fund up to \$4,500,000 toward the design and construction of the water components on a "pay as the work progresses basis" with payment due 30 days after invoice. The remaining costs incurred to design and construct the water components after payment of \$4,500,000 by the developers of the Brier Hill Property shall be paid with proceeds from the sale of the SSA Bonds.

11.3.2. Funding for the Waste Water System from Brier Hill

The developers of the Brier Hill Property are obligated, by the Tri-Party Agreement, to pay 100% of the actual cost of the design and construction of the Brier Hill lift station and the force main described in Section 6.3.1 - up to a maximum of \$1,400,000. All costs for the Brier Hill lift station and the force main in excess of \$1,400,000 will be paid with SSA Bond proceeds.

11.4 Revenues for Repayment of SSA Bonds

The SSA special taxes levied on the lots within the lands within the four SSA's established by the Village pursuant to this Agreement shall be used to repay the SSA Bonds. In addition to the SSA special taxes, the monies described in the following subsections of this Section 11.4, when collected by the Village shall also be applied to repayment of the SSA Bonds.

11.4.1. Connections Fees

100% of the water connection fees and 100% of the sewer connection fees paid to the Village from the Property and the Expanded Tamms Property – after the Village has made payments due to the holders of its \$865,000 General Obligation (Alternate Revenue) Refunding Bonds, Series 2003, dated December 1, 2003 and its \$1,500,000 Debt Certificates, Series 2003 and due under its \$3,993,045 Illinois EPA Loan, dated April 18, 2002 (collectively the "Prior Debt"), shall be applied to the repayment of the SSA Bonds. The connection fees applicable to the Property are specified in Subsection 12.3.3 of Article XII of the Annexation Agreement. The sewer connection fee for a single family detached house is \$2,800.00, while the water connection fee for that house is \$2,400.00. The connection fees applicable to the Expanded Tamms Property are specified in Exhibit "F" to the KB Home Development Agreement dated April 14, 2005. Any portion of such connection fees not required to pay the Prior Debt and debt service on the SSA Bonds in any year may be used to pay the Junior Debt Certificates.

11.4.2. Brier Hill Fees

100% of the Waste Water Treatment Impact Fees and 100% of the sewer connection fees, both as described in the Brier Hill Annexation Agreement, collected by the Village from the business park portion of the Brier Hill Property, shall be applied to payment of the Prior Debt and the SSA Bonds.

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11.4.3. Sales of Surplus Water Capacity

The term "Surplus Water Capacity" as used herein means capacity in the water wells, water treatment facilities and water towers included in the Water System Component of the Project in excess of that required to provide potable water supply and storage to the Property, the Brier Hill Property, and the Expanded Tamms Property. No excess capacity was provided for in the design and construction of the Water System components comprised of wells, water treatment facilities and water towers. It has been and continues to be the estimate of the Village Engineer that no Surplus Water Capacity exists or will exist in the wells, water treatment facilities and water towers of Integrated System. If, however, it is subsequently determined that there is Surplus Water Capacity in any of the wells, water treatment facilities and/or water towers of the Integrated System, and if the Village sells such Surplus Water Capacity to a third party, then the water connection fees and other proceeds from such sale (excluding user fees) shall be applied by the Village as provided in Section 5(F) of the Tri-Party Agreement.

11.5 Revenues for Payment of Junior Debt Certificates

11.5.1. The following revenues shall be applied to payment of Junior Debt Certificates:

Connection Fees: 80% of the water connection fees and 80% of the sewer connection fees collected by the Village from users in Future Developments who utilize the water and sewer components of the

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Integrated System; as to any such users who utilize only the waste water treatment components of the Integrated System, then 80% of only the sewer connection fee shall be so applied.

User Charges or Net Operating Revenues: The lesser of (i) 50% of the water and sewer user charges collected by the Village from users in the Property, the Brier Hill Property, the Expanded Tamms Property, together with users in the Future Developments who utilize the water and sewer components of the Integrated System and with users in the Future Developments who utilize only the waste water treatment components of the Integrated System or (ii) the net operating revenues of the Village's sewer and water system, after payment of all operating expenses and debt service currently payable from sewer and/or water system revenues.

11.5.2. Recaptures. Amounts, including interest due thereon payable pursuant to Recapture Agreements, when paid by the owners of Future Developments which benefit from the Transportation System Components of the Project shall be applied to payment of the Junior Debt Certificates.

11.5.3. Surplus Sewer Capacity. The term "Surplus Sewer Capacity" means treatment capacity in the WWTF in excess of that required to serve the Property, the Brier Hill Property, and the Expanded Tamms Property. When the expansion of the treatment capacity in the WWTF from 1.5 MGD to 2.76 MGD is complete, the WWTF will have Surplus Sewer Capacity. It is anticipated that this Surplus Sewer Capacity will be utilized by Future Developments. No outside party, including the owners of the

Brier Hill Property, have any right, under the Tri-Party Agreement or any other agreement, to any portion of the revenues realized from the utilization of the Surplus Sewer Capacity. The Village agrees that, notwithstanding the provisions of the Tri-Party Agreement to the contrary, that all sewer connection fees and sewer user fees collected from users in the Future Developments being served by the Surplus Sewer Capacity will be applied to repayment of the Junior Debt Certificates rather than to the SSA Bonds. The application of such fees and charges shall be in accordance with the provisions of Section 11.5.1. above.

11.6 Village Covenants

- 11.6.1.** The Village shall not reduce the water and sewer user rates in effect on the date of this Amendment until the Junior Debt Certificates are fully repaid, unless it shall have first received a report from an Independent Engineer or Independent Financial Consultant selected by the Village which shall certify that, after the rates have been reduced, net operating revenues of the Village water and sewer system will be equal to at least 125% of the amount required to pay annual debt service on all outstanding obligations of the water and sewer system including debt service on the Prior Debt, the SSA Bonds and the Junior Debt Certificates. The Report shall utilize the actual then outstanding principal amount and interest rate of the Junior Debt Certificates in all calculations included in the Report.
- 11.6.2.** Village shall not issue any additional debt payable from sewer and water system revenues unless it shall have first received a report from an

Independent Engineer or Independent Financial Consultant selected by the Village which report shall certify that the net operating revenues of the system will be equal to at least 125% of amount required to pay annual debt service on all outstanding and proposed bonds payable from the water and sewer system revenues including debt service on the Prior Debt, the SSA Bonds, and the Junior Debt Certificates. The report shall utilize the actual outstanding principal amount and interest rate of any outstanding bond, and of the Junior Debt Certificates, in making the certification. The Junior Debt Certificates shall have the same rights to sewer and water system revenue as any bonds issued by the Village in the future as alternative bonds. The Junior Debt Certificates shall not be considered or constitute a general obligation bond of the Village.

- 11.6.3.** The Village shall not reduce the amount of water connection fees or the amount of sewer connection fees payable to the Village from the amounts of each in effect as of the date of this Amendment without the consent of the holder(s) of the Junior Debt Certificates unless the Village shall have first received a report from an Independent Engineer or Independent Financial Consultant selected by the Village which report shall certify that the net operating revenues of the system will be equal to at least 110% of the amount required to pay annual debt service on all outstanding and proposed bonds payable from the water and sewer system revenues including debt service on the Prior Debt, the SSA Bonds and the Junior Debt Certificates. The report shall utilize the actual outstanding principal

amount and interest rate of any outstanding bonds, and of the Junior Debt Certificates, in making the certification.

11.6.4. The Village shall enter into and record recapture agreements with Crown which identify those properties which will be benefited by the Transportation System Components of the Project. The amounts due from such benefited properties shall be specified in the recapture agreements and shall be paid by the owners of the properties benefited thereby. Such amounts shall be due within 10 days of the date when the first final plat for all or a portion of a benefited property is approved by the Village.

11.7 "Back-Up" Maintenance Special Service Area.

Developer hereby acknowledges, consents and agrees that, prior to the first sale of any portion of the Property, the Village, in order to levy and extend annual ad valorem or special taxes within the Property, may establish SSA's for maintenance of the common areas and other areas which are to be maintained by the homeowners associations established for the Prairie Ridge and Oakstead Communities and for the Expanded Tamms Property. Developer agrees not to object to the establishment of such SSA's. Such SSA's shall remain "dormant" in that no taxes may be extended unless and until the Village determines that one or both homeowners associations are not reasonably maintaining the common areas and other areas such associations are responsible for maintaining. The Village shall set the maximum tax rate for each SSA based on the Village's estimate of the expenses that will be incurred for maintenance of such areas.

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V. WATER METER COSTS

At the time that an application is made for building permits for any portion of the Property, the applicant shall pay the Village for the cost of the water meter (and related appurtenances, including but not limited to remote reading apparatus) required for the building covered by such application.

VI. WARNING SIRENS

Developer agrees to install and pay for up to three (3) early warning sirens or such lesser number of sirens as may be determined as being sufficient to serve the Property and the Expanded Tamms Property.

VII. NOTICES

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

If to Developer:

Hampshire East LLC
Hampshire West LLC
c/o Crown Community Development
1751 A West Diehl Road
Naperville, Illinois 60563-4913
Attn: Marvin L. Bailey and Dan Olsem

With copies to: Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, Illinois 60601
Attn: John H. Mays

If to Nemtusiak: Marianne Nemtusiak
17N750 Galligan Road
Gilberts, Illinois 60136

With copies to: Edward A. Scott III
Riffner Scott & Stenafonowicz
1920 N. Thoreau Drive, Suite 100
Schaumburg, Illinois 60173

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

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

VIII. MISCELLANEOUS PROVISIONS

8.1 This Amendment may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

8.2 Terms not specifically defined in this Amendment shall have the meanings attributed to them in the Annexation Agreement.

8.3 In the event of a conflict between a provision of this Amendment and a provision in the Annexation Agreement not amended and restated by this Amendment, the provision in this Amendment shall govern and control. Except for the provisions of Articles VI and XI of the

Annexation Agreement which have been amended and restated by this Amendment, all other provisions of the Annexation Agreement remain unmodified and in full force and effect.

8.4 This Amendment sets forth all agreements, understandings, and covenants between and among the parties. This Amendment supersedes and all other prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement and understanding of the parties with respect to amending the provisions of the Annexation Agreement.

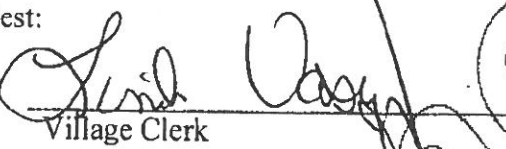
IN WITNESS WHEREOF, the Corporate Authorities and Land Owner have caused this Amendment to be executed by their respective proper officials, duly authorized to execute the same, on the day and year first above written.

VILLAGE:

VILLAGE OF HAMPSHIRE, an Illinois
municipal corporation

Attest:

By


Village Clerk

By:


Village President



CROWN EAST:

HAMPSHIRE EAST LLC, an Illinois limited liability company

By: [Signature]

Name:

Title: Authorized Signatory

CROWN WEST:

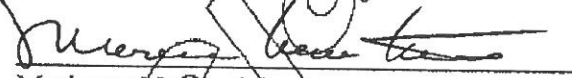
HAMPSHIRE WEST LLC, an Illinois limited liability company

By: [Signature]

Name:

Title: Authorized Signatory

NEMTUSIAK:



Marianne Nemtusiak

Unofficial

Schedule of Exhibits

EXHIBIT "A"	Description of the Property
EXHIBIT "A-1"	Description of the Expanded Tamms Property
EXHIBIT "A-2"	Description of the Brier Hill Property
EXHIBIT "B"	SSA Boundaries
REVISED EXHIBIT "O"	Water Components
REVISED EXHIBIT "P"	Waste Water Components
REVISED EXHIBIT "Q"	Development Schedule
REVISED EXHIBIT "R"	Cost Estimate
REVISED EXHIBIT "U"	Transportation System Components
EXHIBIT "Z"	Permanent Index Information

Exhibit A

Description of the Property

Legal Description of the Prairie Ridge Community (lands described as Tract 1 in the Annexation Agreement)

PARCEL ONE:

THAT PART OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE FORMER CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE WESTERLY ALONG SAID NORTH LINE OF 496.50 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY DOCUMENT 988488; THENCE NORTHERLY ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1114654, 640.66 FEET TO THE NORTHWEST CORNER OF SAID TRACT CONVEYED BY DOCUMENT 1114654; THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1114654, 39.70 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, 1537.82 FEET TO A POINT THAT IS 379.38 FEET SOUTHERLY OF (MEASURED ALONG SAID PARALLEL LINE EXTENDED) A LINE DRAWN PARALLEL WITH AND 33.0 FEET SOUTHERLY OF THE CENTER LINE OF ALLEN ROAD (MEASURED AT RIGHT ANGLES THERETO) FOR A POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE LAST DESCRIBED COURSE 1537.82 FEET TO THE NORTH LINE OF SAID TRACT OF LAND CONVEYED BY DOCUMENT 1114654; THENCE EASTERLY ALONG THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1114654, 1304.75 FEET TO THE NORTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1595225, 1058.0 FEET TO AN ANGLE IN THE NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1595225; THENCE EASTERLY ALONG A NORTH LINE OF SAID TRACT CONVEYED BY DOCUMENT 1595225, FORMING AN ANGLE OF 169 DEGREES 09 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 162.84 FEET TO THE NORTHEAST CORNER THEREOF, BEING ALSO ON THE WEST LINE EXTENDED NORTHERLY OF BLOCK 8, WHELPLEY AND RINN'S ADDITION TO HAMPSHIRE CENTER; THENCE SOUTHERLY ALONG THE WEST LINE EXTENDED OF SAID BLOCK 8, 21.42 FEET TO A POINT THAT IS 140.0 FEET NORTHERLY OF THE NORTHWEST CORNER OF SAID BLOCK 8; THENCE EASTERLY 130.41 FEET TO A POINT ON THE EAST LINE EXTENDED NORTHERLY OF SAID BLOCK 8 THAT IS 150.0 FEET NORTHERLY OF THE NORTHEAST CORNER OF SAID BLOCK 8; THENCE EASTERLY AT RIGHT ANGLES TO THE EAST LINE OF SAID BLOCK 8, 50.0 FEET TO THE EAST LINE EXTENDED NORTHERLY OF EAST STREET; THENCE NORTHERLY ALONG THE EAST LINE OF SAID EAST STREET EXTENDED AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 30.49 FEET TO A LINE DRAWN PARALLEL WITH

AND 697.0 FEET NORTHERLY OF THE CENTER LINE OF SAID RAILROAD (MEASURED ALONG THE EAST LINE OF SAID SECTION 21); THENCE EASTERLY PARALLEL WITH SAID CENTER LINE 393.0 FEET TO THE EAST LINE OF SAID SECTION 21; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 21; 626.90 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE NORTHERLY ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 882.22 FEET TO A POINT THAT IS 441.27 FEET SOUTHERLY OF THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 280.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER 155.57 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 170.0 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 285.70 FEET TO THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF 2189.81 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, 173.75 FEET TO A LINE DRAWN PARALLEL WITH AND 284.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES THERETO) A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 21 FROM THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF 416.17 FEET TO A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID EAST HALF FROM THE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 284.0 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 16, ALSO THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, ALSO THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, ALSO THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHEAST QUARTER OF THE SOUTHEAST OF SAID SECTION 16 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 51 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE THEREOF, 445.0 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 15 SECONDS WEST, 298.58 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 33

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SECONDS WEST, 445.0 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH 0 DEGREES 02 MINUTES 15 SECONDS EAST ALONG SAID WEST LINE, 300.00 FEET TO THE POINT OF BEGINNING, ALSO EXCEPT THE SOUTH 400 FEET OF THE EAST 400 FEET THEREOF), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THE SOUTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE EAST 907.50 FEET THEREOF), AND THE NORTH HALF OF THE SOUTHWEST QUARTER (EXCEPT THE EAST 907.50 FEET THEREOF), OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL FIVE:

THE NORTHWEST QUARTER (EXCEPT THE NORTHERLY 289.50 FEET OF THE EASTERLY 1097.00 FEET THEREOF), AND ALSO EXCEPTING THEREFROM THAT PART PREVIOUSLY ANNEXED TO THE VILLAGE OF HAMPSHIRE, OF THE NORTHEAST QUARTER AND NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL SIX:

THAT PART OF SECTIONS 8, 9 AND 17, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 89 DEGREES 22 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 661.53 FEET TO THE NORTHWEST CORNER OF EAST HALF OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 0 DEGREES 24 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID EAST HALF OF SAID QUARTER QUARTER, 1311.63 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 24 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, 660.52 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 26 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER QUARTER, 1311.47 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89 DEGREES 26 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2637.95 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 28 MINUTES 47 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1315.76 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 07 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF, 660.14 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF

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SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 31 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTH HALF, 1316.50 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 11 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID NORTH HALF, 661.22 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 34 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTH HALF, 1317.24 FEET TO THE EAST LINE OF WEST HALF OF SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 0 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE AND ALONG THE EAST LINE OF EAST HALF OF NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 1644.09 FEET TO THE CENTER LINE OF MELMS ROAD; THENCE SOUTH 89 DEGREES 42 MINUTES 11 SECONDS WEST ALONG SAID CENTER LINE, 2188.51 FEET; THENCE NORTH 85 DEGREES 30 MINUTES 03 SECONDS WEST 673.82 FEET; THENCE NORTH 79 DEGREES 53 MINUTES 30 SECONDS WEST ALONG THE CENTER LINE OF MELMS ROAD, 1373.32 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1270.0 FEET, AN ARC DISTANCE OF 596.22 FEET, (THE CHORD OF THE LAST DESCRIBED CURVE BEARING SOUTH 86 DEGREES 39 MINUTES 34 SECONDS WEST 590.76 FEET), THENCE SOUTH 73 DEGREES 12 MINUTES 37 SECONDS WEST ALONG SAID CENTER LINE 497.45 FEET TO THE WEST LINE OF EAST HALF OF NORTHEAST QUARTER OF SECTION 8 AFORESAID; THENCE SOUTH 0 DEGREES 05 MINUTES 21 SECONDS WEST ALONG SAID WEST LINE, 372.07 FEET TO THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 0 DEGREES 05 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF EAST HALF OF SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 2644.53 FEET OF BEGINNING, IN HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL SEVEN:

THE WEST 822.09 FEET (AS MEASURED ALONG THE NORTH AND SOUTH LINES) OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, IN KANE COUNTY, ILLINOIS.

PARCEL EIGHT:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 22 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE THEREOF 490.75 FEET; THENCE NORTH 0 DEGREES 29 MINUTES 21 SECONDS EAST ALONG A LINE 822.09 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID EAST HALF, 2643.56 FEET TO THE EAST AND WEST CENTERLINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 22 MINUTES 33 SECONDS EAST ALONG SAID LINE 833.23 FEET; THENCE SOUTH 0

DEGREES 31 MINUTES 14 SECONDS WEST AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SOUTHEAST QUARTER, 2410.88 FEET TO A LINE 231.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID LINE 117.90 FEET TO A LINE 1097.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 31 MINUTES, 14 SECONDS WEST ALONG SAID LINE 231.0 FEET TO THE SOUTH LINE THEREOF; THENCE NORTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID SOUTH LINE 223.13 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL NINE:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WEST HALF, 99.0 FEET; THENCE SOUTHWESTERLY 139.90 FEET TO A POINT ON THE SOUTH LINE OF SAID WEST HALF THAT IS 99.0 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE, 99.0 FEET TO THE POINT OF BEGINNING, KANE COUNTY, ILLINOIS.

PARCEL TEN:

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF BIG TIMBER ROAD, KANE COUNTY, ILLINOIS.

PARCEL ELEVEN:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF BIG TIMBER ROAD, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF SAID CENTER LINE OF BIG TIMBER ROAD WITH THE WEST LINE OF SAID EAST HALF; THENCE SOUTHERLY ALONG SAID WEST LINE, 654.95 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 442.59 FEET; THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE, 424.79 FEET TO SAID CENTER LINE; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, 500.0 FEET TO THE POINT OF BEGINNING, KANE COUNTY, ILLINOIS.

PARCEL TWELVE:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

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PARCEL THIRTEEN:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST HALF THAT IS 269.0 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST ALONG SAID EAST LINE 329.28 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 40 SECONDS WEST 281.05 FEET; THENCE SOUTH 0 DEGREES 46 MINUTES 20 SECONDS WEST 170.0 FEET; THENCE SOUTH 89 DEGREES 13 MINUTES 40 SECONDS EAST 281.80 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST ALONG SAID EAST LINE TO A POINT 231.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID WEST HALF; THENCE NORTH 89 DEGREES 39 MINUTES 18 SECONDS WEST ALONG SAID LINE 979.10 FEET; THENCE NORTH 0 DEGREES 31 MINUTES 14 SECONDS EAST AND PARALLEL TO THE EAST LINE OF SAID WEST HALF 2410.88 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE SOUTH 89 DEGREES 22 MINUTES 33 SECONDS EAST ALONG SAID LINE 649.10 FEET TO A POINT 330.0 FEET WEST OF THE NORTHEAST CORNER OF SAID WEST HALF (AS MEASURED ALONG SAID NORTH LINE); THENCE SOUTH 0 DEGREES 31 MINUTES 14 SECONDS WEST, PARALLEL TO THE EAST LINE OF SAID WEST HALF 269.0 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 33 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, 330.0 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

Legal Description of the Oakstead Community
(lands described as Tracts 2 & 3 in the Annexation Agreement)

THAT PART OF SECTIONS 13 AND 24, IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF SECTIONS 18 AND 19, IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED PER DOCUMENT 2002K037383; THENCE NORTH 00 DEGREES 11 MINUTES 49 SECONDS WEST, 2137.29 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID WEST LINE, 517.37 FEET ; THENCE NORTH 89 DEGREES 30 MINUTES 25 SECONDS EAST, 2624.83 FEET TO THE EAST LINE OF SAID SECTION 24; THENCE NORTH 00 DEGREES 07 MINUTES 46 SECONDS WEST ALONG SAID EAST LINE, 2622.74 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 3.28 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 31 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 1313.96 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 35 SECONDS WEST ALONG SAID WEST LINE, 1317.31 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 440.08 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS EAST, 500.00 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 53 SECONDS WEST, 872.16 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 01 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE, 817.17 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89 DEGREES 30 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE, 2024.71 FEET TO A LINE DRAWN 596.32 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST ALONG SAID PARALLEL LINE, 1474.53 FEET TO THE CENTERLINE OF BIG TIMBER ROAD (THE FOLLOWING TWO COURSES ARE ALONG THE CENTERLINE OF BIG TIMBER ROAD); THENCE SOUTHEASTERLY, 632.58 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1910.08 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 53 DEGREES 07 MINUTES 16 SECONDS EAST; THENCE SOUTH 43 DEGREES 37 MINUTES 59 SECONDS EAST, 135.65 FEET TO THE AFOREMENTIONED EAST LINE OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 07 MINUTES 04 SECONDS EAST ALONG SAID EAST LINE, 1990.54 FEET; THENCE NORTH 46 DEGREES 22 MINUTES 05 SECONDS EAST, 1370.58 FEET TO THE AFOREMENTIONED CENTERLINE OF BIG

TIMBER ROAD (THE FOLLOWING TWO COURSE ARE ALONG THE CENTERLINE OF BIG TIMBER ROAD); THENCE SOUTH 43 DEGREES 37 MINUTES 59 SECONDS EAST, 180.65 FEET; THENCE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 170.27 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 4825.97 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 44 DEGREES 38 MINUTES 38 SECONDS EAST; THENCE SOUTH 46 DEGREES 23 MINUTES 28 SECONDS WEST, 532.41 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, 649.41 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 56 MINUTES 24 SECONDS EAST ALONG SAID SOUTH LINE, 513.16 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 02 MINUTES 17 SECONDS WEST, 660.76 FEET; THENCE NORTH 50 DEGREES 28 MINUTES 38 SECONDS EAST, 180.25 FEET TO THE CENTERLINE OF THE AFOREMENTIONED BIG TIMBER ROAD; THENCE SOUTH 50 DEGREES 30 MINUTES 05 SECONDS EAST ALONG SAID CENTERLINE, 669.04 FEET TO THE WEST LINE OF PROPERTY DESCRIBED IN DEED PER DOCUMENT 90K35649; THENCE SOUTH 00 DEGREES 20 MINUTES 21 SECONDS WEST ALONG SAID WEST LINE, 1668.27 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST ALONG SAID NORTH LINE, 7.15 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 02 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1318.11 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE, 655.35 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 08 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE, 1319.70 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 19; THENCE NORTH 89 DEGREES 57 MINUTES 22 SECONDS EAST ALONG SAID NORTH LINE, 3258.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 47 AS DEDICATED PER DOCUMENT 360508 (THE FOLLOWING TWO COURSES ARE ALONG SAID WESTERLY LINE); THENCE SOUTHERLY, 88.51 FEET ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1631.81 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 00 DEGREES 23 MINUTES 52 SECONDS WEST; THENCE SOUTH 01 DEGREES 09 MINUTES 22 SECONDS EAST TANGENT TO THE LAST DESCRIBED COURSE, 1248.00 FEET TO THE NORTH LINE OF THE SOUTH 1297.43 FEET AS MEASURED ALONG THE WEST LINE THEREOF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS WEST ALONG SAID NORTH LINE, 1963.08 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE, 18.56 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 53 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE, 2665.79 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 38 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 A

DISTANCE OF 1311.63 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 47 SECONDS WEST, 818.30 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 25 SECONDS WEST, 1312.11 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

Unofficial

B-3-3

EXHIBIT A-1
Description of the Expanded Tamms Property

Expansion Parcel

THAT PART OF THE NORTH 1/2 OF SAID SECTION 14 TOWNSHIP 42 NORTH RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 2324.08 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE, 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 205 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 374.25 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 205 FEET TO THE POINT OF BEGINNING; AND ALSO THAT PART OF THE NORTH 1/2 OF SAID SECTION 14 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 2698.33 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.0 FEET FOR A PLACE OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 12 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 169.5 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 39 MINUTES 24 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 374.32 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 91 DEGREES 20 MINUTES 36 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 183.50 FEET TO THE PLACE OF BEGINNING; ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

TAMMS FARM PROPERTY

PARCEL ONE:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE NORTH HALF OF SAID SECTION 14 DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 2324.08 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE, 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 205 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 374.25 FEET; THENCE NORTHERLY, ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 205 FEET, TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 14 THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 2698.33 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.0 FEET FOR A PLACE OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 12 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 169.5 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 39 MINUTES 24 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 374.32 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 91 DEGREES 20 MINUTES 36 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 183.50 FEET TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THE NORTH 1795.20 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 14; THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING IN THE TRACT CONVEYED BY DEED DOCUMENT 1175073 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 945.00 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE 68.58 FEET TO THE CENTER LINE OF BIG TIMBER ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE 491.46 FEET TO THE POINT OF BEGINNING) AND (ALSO EXCEPT THAT PART OF THE NORTH HALF OF SAID SECTION 14 DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION, 2324.08 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG SAID NORTH LINE, 374.25 FEET; THENCE SOUTHERLY ALONG A LINE

THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 205 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION, 374.25 FEET; THENCE NORTHERLY, ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE 205 FEET, TO THE POINT OF BEGINNING; AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH HALF OF SAID SECTION 14 THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 2698.33 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 48 MINUTES TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 205.0 FEET FOR A PLACE OF BEGINNING; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 374.25 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 12 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 169.5 FEET; THENCE EASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 39 MINUTES 24 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 374.32 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 91 DEGREES 20 MINUTES 36 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR 183.50 FEET TO THE PLACE OF BEGINNING), ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

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EXHIBIT A-2

Description of the Brier Hill Property

LEGAL DESCRIPTION OF BUSINESS PARK

TRACT 1

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

TRACT 2

PARCEL ONE:

THE SOUTH 777.97 FEET OF THE WEST 1320.0 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, AND THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID WEST HALF, 2,636.95 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, ALSO BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, 1,313.27 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 54 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER, 1,352.04 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE EAST LINE OF THE NORTHEAST

QUARTER OF SAID SECTION 13, 9.73 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 23 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, 352.45 FEET, TO THE CENTER LINE OF BIG TIMBER ROAD (ILLINOIS ROUTE 21); THENCE NORTHWESTERLY, 556.39 FEET, ALONG SAID CENTER LINE, ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,922.15 FEET, A CHORD BEARING NORTH 62 DEGREES 20 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 554.45 FEET, TO THE EAST LINE OF THE WEST 465.63 FEET OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS WEST, ALONG THE AFORE DESCRIBED EAST LINE, 31.78 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID BIG TIMBER ROAD; THENCE NORTHWESTERLY 59.51 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1952.15, A CHORD BEARING NORTH 71 DEGREES 48 MINUTES 33 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 72 DEGREES 40 MINUTES 57 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 49.10 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 52 SECONDS EAST, 773.49 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 17 SECONDS WEST, 1,605.12 FEET, TO THE NORTHERLY LINE OF HENNIG ROAD 60 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED; THENCE NORTH 89 DEGREES 00 MINUTES 33 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY, 38.68 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 1,275.26 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 89 DEGREES 19 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE, 714.25 FEET, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 16.54 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 678.78 FEET (677.4 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 23 DEGREES 10 MINUTES 10 SECONDS WEST, 284.86 FEET (286.3 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS WEST, 199.80 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, 65.02 FEET (65.0 FEET DEED), TO AN IRON PIPE; THENCE NORTH 15 DEGREES 45 MINUTES 44 SECONDS EAST, 195.30 FEET (195.4 FEET DEED) TO AN IRON PIPE; THENCE NORTH 32 DEGREES 09 MINUTES 39 SECONDS EAST, 322.71 FEET (322.6 FEET DEED), TO AN IRON PIPE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 509.29 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL THREE:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST 465.63 FEET, AS MEASURED ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF BIG TIMBER ROAD, EXCEPT THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, AND THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID WEST HALF, 2,636.95 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, ALSO BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, 1,313.27 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 34 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER, 1,352.04 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 9.73 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 23 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, 352.45 FEET, TO THE CENTER LINE OF BIG TIMBER ROAD (ILLINOIS ROUTE 21); THENCE NORTHWESTERLY, 556.39 FEET, ALONG SAID CENTER LINE, ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,922.15 FEET, A CHORD BEARING NORTH 62 DEGREES 20 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 554.45 FEET, TO THE EAST LINE OF THE WEST 465.63 FEET OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS WEST, ALONG THE AFORE DESCRIBED EAST LINE, 31.78 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID BIG TIMBER ROAD; THENCE NORTHWESTERLY 59.51 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1952.15, A CHORD BEARING NORTH 71 DEGREES 48 MINUTES 33 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 72 DEGREES 40 MINUTES 57 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 49.10 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 52 SECONDS EAST, 773.49 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 17 SECONDS WEST, 1,605.12 FEET, TO THE NORTHERLY LINE OF HENNIG ROAD 60

FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED; THENCE NORTH 89 DEGREES 00 MINUTES 33 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY, 38.68 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 1,275.26 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 89 DEGREES 19 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE, 714.25 FEET, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 16.54 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 678.73 FEET (677.4 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 23 DEGREES 10 MINUTES 10 SECONDS WEST, 284.86 FEET (286.3 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS WEST, 199.80 FEET, TO AN IRON PIPE; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, 65.02 FEET (65.0 FEET DEED), TO AN IRON PIPE; THENCE NORTH 15 DEGREES 45 MINUTES 44 SECONDS EAST, 195.30 FEET (195.4 FEET DEED) TO AN IRON PIPE; THENCE NORTH 32 DEGREES 09 MINUTES 39 SECONDS EAST, 322.71 FEET (322.6 FEET DEED), TO AN IRON PIPE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 509.29 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL FOUR:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 21 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 759.79 FEET TO THE CENTER LINE OF BIG TIMBER ROAD; THENCE SOUTH 74 DEGREES 42 MINUTES 05 SECONDS WEST ALONG SAID CENTER LINE 237.1 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID CENTER LINE A DISTANCE OF 1099.66 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 27 MINUTES 50 SECONDS EAST, ALONG SAID WEST LINE 805.46 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 09 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 1310.27 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 21 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 49.7 FEET; THENCE SOUTH 44 DEGREES 28 MINUTES WEST 311.96 FEET TO THE CENTER LINE OF U.S. ROUTE 20; THENCE NORTH 45 DEGREES 05 MINUTES 37 SECONDS WEST ALONG SAID CENTER LINE, 7.20 FEET TO A LINE THAT BEARS NORTH 1 DEGREES 00 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 00 MINUTES WEST 555.36 FEET TO THE

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POINT OF BEGINNING, (EXCEPT PART TAKEN IN CONDEMNATION PROCEEDING CASE NUMBER 86EDKA 009) IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

TRACT 3

PARCEL ONE:

THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTH EAST QUARTER AT A POINT ON SAID LINE 546 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES, 49 MINUTES, 00 SECONDS EAST 1320 FEET; THENCE SOUTH 00 DEGREE, 49 MINUTES, 00 SECONDS WEST 773 FEET TO THE CENTER LINE OF A HIGHWAY AND THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTH EAST QUARTER; THENCE SOUTH 89 DEGREES, 49 MINUTES, 00 SECONDS WEST ALONG SAID SOUTH LINE 1320 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTH EAST QUARTER; THENCE NORTH 00 DEGREES, 49 MINUTES, 00 SECONDS EAST 773 FEET TO THE PLACE OF BEGINNING), EXCEPT THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, AND THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID WEST HALF, 2,636.95 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, ALSO BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, 1,313.27 FEET, TO THE SOUTHEAST CORNER THEREOF ; THENCE NORTH 89 DEGREES 54 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER, 1,352.04 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 9.73 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 23 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, 352.45 FEET, TO THE CENTER LINE OF BIG TIMBER ROAD (ILLINOIS ROUTE 21); THENCE NORTHWESTERLY, 556.39 FEET, ALONG SAID CENTER LINE, ON A NON-TANGENT CURVE, CONCAVE

SOUTHWESTERLY, HAVING A RADIUS OF 1,922.15 FEET, A CHORD BEARING NORTH 62 DEGREES 20 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 554.45 FEET, TO THE EAST LINE OF THE WEST 465.63 FEET OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS WEST, ALONG THE AFORE DESCRIBED EAST LINE, 31.78 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID BIG TIMBER ROAD; THENCE NORTHWESTERLY 59.51 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1952.15, A CHORD BEARING NORTH 71 DEGREES 48 MINUTES 33 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 72 DEGREES 40 MINUTES 57 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 49.10 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 52 SECONDS EAST, 773.49 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 17 SECONDS WEST, 1,605.12 FEET, TO THE NORTHERLY LINE OF HENNIG ROAD 60 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED; THENCE NORTH 89 DEGREES 00 MINUTES 33 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY, 38.68 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 1,275.26 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 89 DEGREES 19 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE, 714.25 FEET, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 16.54 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 678.73 FEET (677.4 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 23 DEGREES 10 MINUTES 10 SECONDS WEST, 284.86 FEET (286.3 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS WEST, 199.80 FEET, TO AN IRON PIPE; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, 65.02 FEET (65.0 FEET DEED), TO AN IRON PIPE; THENCE NORTH 15 DEGREES 45 MINUTES 44 SECONDS EAST, 195.30 FEET (195.4 FEET DEED) TO AN IRON PIPE; THENCE NORTH 32 DEGREES 09 MINUTES 39 SECONDS EAST, 322.71 FEET (322.6 FEET DEED), TO AN IRON PIPE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 509.29 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE CENTER LINE OF THE ROAD (EXCEPT THE WEST 7.055 CHAINS THEREOF, MEASURED ALONG THE NORTH LINE OF SAID QUARTER SECTION), AND EXCEPT THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12,

AND THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID WEST HALF, 2,636.95 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, ALSO BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, 1,313.27 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 54 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER, 1,352.04 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 9.73 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 23 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, 352.45 FEET, TO THE CENTER LINE OF BIG TIMBER ROAD (ILLINOIS ROUTE 21); THENCE NORTHWESTERLY, 556.39 FEET, ALONG SAID CENTER LINE, ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,922.15 FEET, A CHORD BEARING NORTH 62 DEGREES 20 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 554.45 FEET, TO THE EAST LINE OF THE WEST 465.63 FEET OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS WEST, ALONG THE AFORE DESCRIBED EAST LINE, 31.78 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID BIG TIMBER ROAD; THENCE NORTHWESTERLY 59.51 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1952.15, A CHORD BEARING NORTH 71 DEGREES 48 MINUTES 33 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 72 DEGREES 40 MINUTES 57 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 49.10 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 52 SECONDS EAST, 773.49 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 17 SECONDS WEST, 1,605.12 FEET, TO THE NORTHERLY LINE OF HENNIG ROAD 60 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED; THENCE NORTH 89 DEGREES 00 MINUTES 33 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY, 38.68 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 1,275.26 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 89 DEGREES 19 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE, 714.25 FEET, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 20

MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 16.54 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 678.73 FEET (677.4 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 23 DEGREES 10 MINUTES 10 SECONDS WEST, 284.86 FEET (286.3 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS WEST, 199.80 FEET, TO AN IRON PIPE; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, 65.02 FEET (65.0 FEET DEED), TO AN IRON PIPE; THENCE NORTH 15 DEGREES 45 MINUTES 44 SECONDS EAST, 195.30 FEET (195.4 FEET DEED) TO AN IRON PIPE; THENCE NORTH 32 DEGREES 09 MINUTES 39 SECONDS EAST, 322.71 FEET (322.6 FEET DEED), TO AN IRON PIPE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 509.29 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

TRACT 4:

PARCEL ONE:

THE SOUTHWEST QUARTER OF SECTION 12 AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF HAMPSHIRE IN KANE COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 1744.44 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE NORTHWEST TOLL HIGHWAY; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, BEING ALONG A LINE FORMING AN ANGLE OF 71 DEGREES 12 MINUTES 26 SECONDS TO THE LEFT WITH THE SAID EAST LINE OF THE NORTHWEST 1/4, 84.5 FEET FOR THE PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 75 DEGREES 25 MINUTES 25 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 817.6 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 85 DEGREES 32 MINUTES 59 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, 19.88 FEET TO SAID EAST LINE OF THE NORTHWEST QUARTER; THENCE NORTH ALONG SAID EAST LINE, 35.22 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 2549.28 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE NORTHWEST TOLL HIGHWAY; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FORMING AN ANGLE OF 160 DEGREES 58 MINUTES 24 SECONDS TO THE LEFT WITH THE PROLONGATION OF

THE LAST DESCRIBED LINE, 2608.31 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL THREE:

THE NORTHWEST QUARTER OF SAID SECTION 12, (EXCEPT THE SOUTH HALF OF THE SOUTH HALF OF THE SAID NORTHWEST QUARTER; ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 1457.56 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 71 DEGREES 13 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 84.5 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED COURSE, 84.5 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER FOR THE PLACE OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST QUARTER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 270.25 FEET; THENCE SOUTHEASTERLY, 2698.63 FEET TO SAID POINT "A"; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 66 DEGREES 51 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 788 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 85 DEGREES 38 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 20 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH ALONG SAID EAST LINE, 758.5 FEET TO THE PLACE OF BEGINNING); ALL IN TOWNSHIP 42 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

TRACT 5:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID NORTHWEST QUARTER THAT IS 2052.56 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE 1313.39 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE 947.28 FEET TO A POINT 253.0 FEET SOUTH OF (MEASURED ALONG SAID WEST LINE) THE SOUTH LINE OF BIG TIMBER ROAD AS DEDICATED BY DOCUMENT NUMBER 369991; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE 243.07 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE 200.0 FEET TO THE SOUTH LINE OF BIG TIMBER ROAD AS DEDICATED BY DOCUMENT NUMBER 369991; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1430.76 FEET, AN ARC DISTANCE OF 616.37 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS IF 9002.40 FEET AND TANGENT

TO THE LAST DESCRIBED CURVE, AN ARC DISTANCE OF 400.72 FEET; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TANGENT TO THE LAST DESCRIBED CURVE 64.5 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE 1260.88 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART TAKEN FOR HIGHWAY PURPOSES BY DOCUMENT NUMBER 1749116 AND ALSO EXCEPTING THE SOUTH 530.94 FEET AS MEASURED ON THE EAST AND WEST LINES THEREOF), AND ALSO INCLUDING THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER WITH THE SOUTHERLY LINE OF BIG TIMBER ROAD ACCORDING TO DOCUMENT NUMBER 369991 RECORDED IN THE RECORDER'S OFFICE OF KANE COUNTY ON FEBRUARY 3, 1934; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE, A DISTANCE OF 254.71 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER, A DISTANCE OF 200.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 249.07 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 253.06 FEET TO THE PLACE OF BEGINNING, IN HAMPSHIRE TOWNSHIP, KANE COUNTY, ILLINOIS.

TRACT 6

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: BEGINNING AT A POINT IN THE CENTER LINE OF THE PUBLIC HIGHWAY RUNNING NORTH AND SOUTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 31.25 RODS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE CENTER LINE OF THE PUBLIC HIGHWAY AND THE WEST LINE OF SAID NORTHEAST QUARTER TO THE CENTER LINE OF THE FIRST PUBLIC HIGHWAY SOUTH OF THE POINT OF BEGINNING, RUNNING NEARLY EAST AND WEST; THENCE EASTERLY ALONG THE CENTER LINE OF SAID LAST MENTIONED PUBLIC HIGHWAY TO THE CENTER LINE OF THE STATE ROAD WHICH EXTENDS THROUGH SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG THE CENTER LINE OF SAID ROAD TO THE POINT OF BEGINNING, (EXCEPT ANY PORTION OF SAID PROPERTY USED FOR HIGHWAY PURPOSES) (ALSO EXCEPT THAT PART CONVEYED BY DZIKI ET AL TO PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED DOCUMENT 1754750 RECORDED JANUARY 16, 1986) IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

CONTAINING 21,042,844 SQUARE FEET, (483.078 ACRES) MORE OR LESS.

LEGAL DESCRIPTION OF RESIDENTIAL PARCEL

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, AND THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, AND THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, ALONG THE EAST LINE OF SAID WEST HALF, 2,636.95 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, ALSO BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 06 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, 1,313.27 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 54 MINUTES 22 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER, 1,352.04 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 9.73 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 23 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, 352.45 FEET, TO THE CENTER LINE OF BIG TIMBER ROAD (ILLINOIS ROUTE 21); THENCE NORTHWESTERLY, 556.39 FEET, ALONG SAID CENTER LINE, ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,922.15 FEET, A CHORD BEARING NORTH 62 DEGREES 20 MINUTES 00 SECONDS WEST, AND A CHORD DISTANCE OF 554.45 FEET, TO THE EAST LINE OF THE WEST 465.63 FEET OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 13; THENCE NORTH 00 DEGREES 02 MINUTES 05 SECONDS WEST, ALONG THE AFORE DESCRIBED EAST LINE, 31.78 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID BIG TIMBER ROAD; THENCE NORTHWESTERLY 59.51 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1952.15, A CHORD BEARING NORTH 71 DEGREES 48 MINUTES 33 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 72 DEGREES 40 MINUTES 57 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 49.10 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 52 SECONDS EAST, 773.49 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 17 SECONDS WEST, 1,605.12 FEET, TO THE NORTHERLY LINE OF HENNIG ROAD 60 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED; THENCE NORTH 89 DEGREES 00 MINUTES 33 SECONDS EAST, ALONG SAID NORTHERLY RIGHT-OF-

WAY, 38.68 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 1,275.26 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 89 DEGREES 19 MINUTES 10 SECONDS EAST, ALONG SAID NORTH LINE, 714.25 FEET, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 20 MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 16.54 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, 678.73 FEET (677.4 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 23 DEGREES 10 MINUTES 10 SECONDS WEST, 284.86 FEET (286.3 FEET DEED), TO AN IRON PIPE; THENCE SOUTH 00 DEGREES 01 MINUTES 51 SECONDS WEST, 199.80 FEET, TO AN IRON PIPE; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS EAST, 65.02 FEET (65.0 FEET DEED), TO AN IRON PIPE; THENCE NORTH 15 DEGREES 45 MINUTES 44 SECONDS EAST, 195.30 FEET (195.4 FEET DEED) TO AN IRON PIPE; THENCE NORTH 32 DEGREES 09 MINUTES 39 SECONDS EAST, 322.71 FEET (322.6 FEET DEED), TO AN IRON PIPE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 509.29 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

CONTAINING 8,285,255 SQUARE FEET, (190.203 ACRES) MORE OR LESS.

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52 Wheeler Road
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VILLAGE OF HAMPSHIRE
KANE COUNTY, ILLINOIS

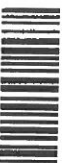
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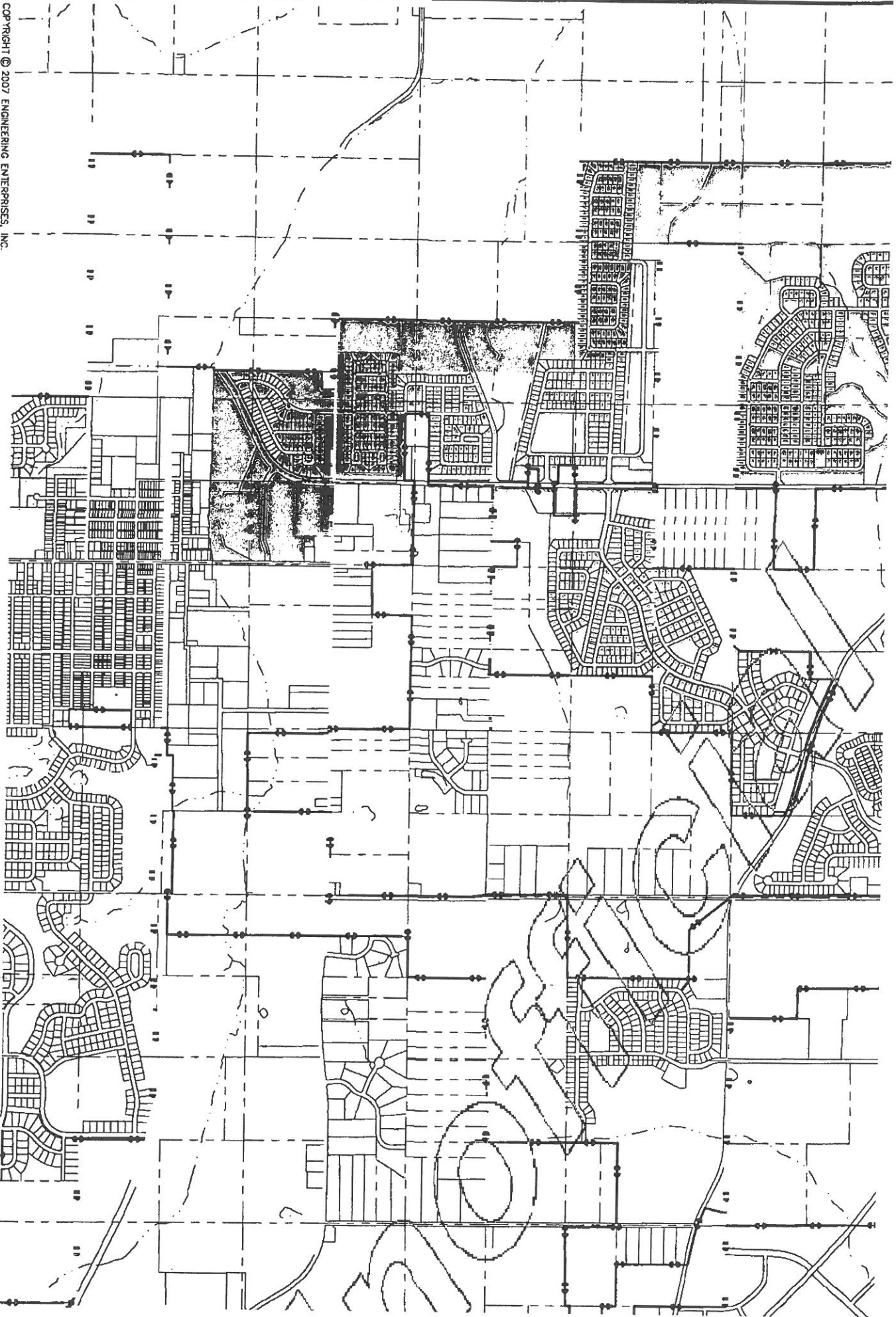
REVISIONS

SSA AREAS




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VILLAGE OF HAMPSHIRE
KANE COUNTY, ILLINOIS

DATE	NO.	DESCRIPTION
04-14-07	1	<p>  For represents 1" at Full size plotted scale. Percentage to 1" to be applied to stated scales. </p>

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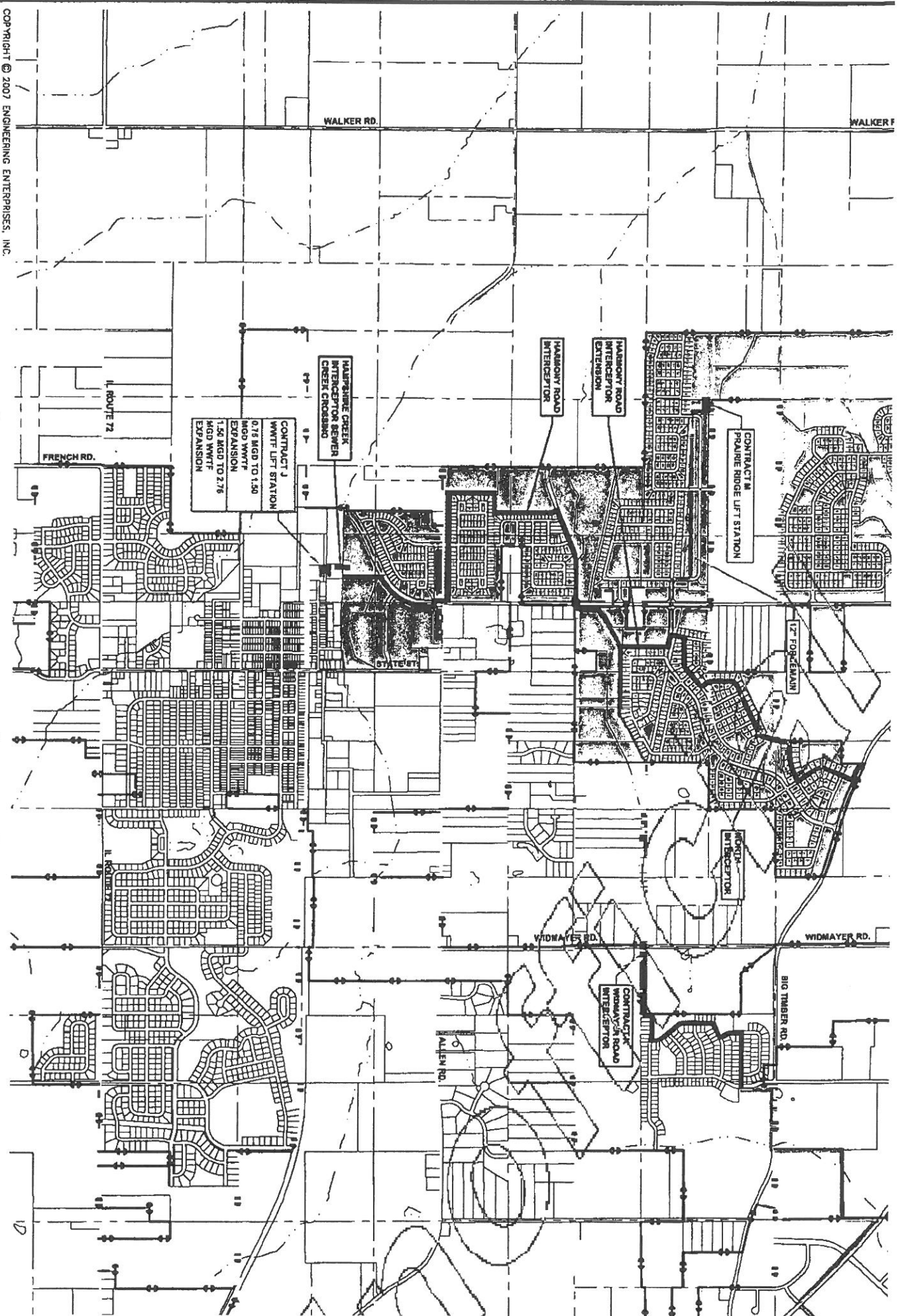
REFERENCES

WATER COMPO

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VILLAGE OF HAMPSHIRE
KANE COUNTY, ILLINOIS

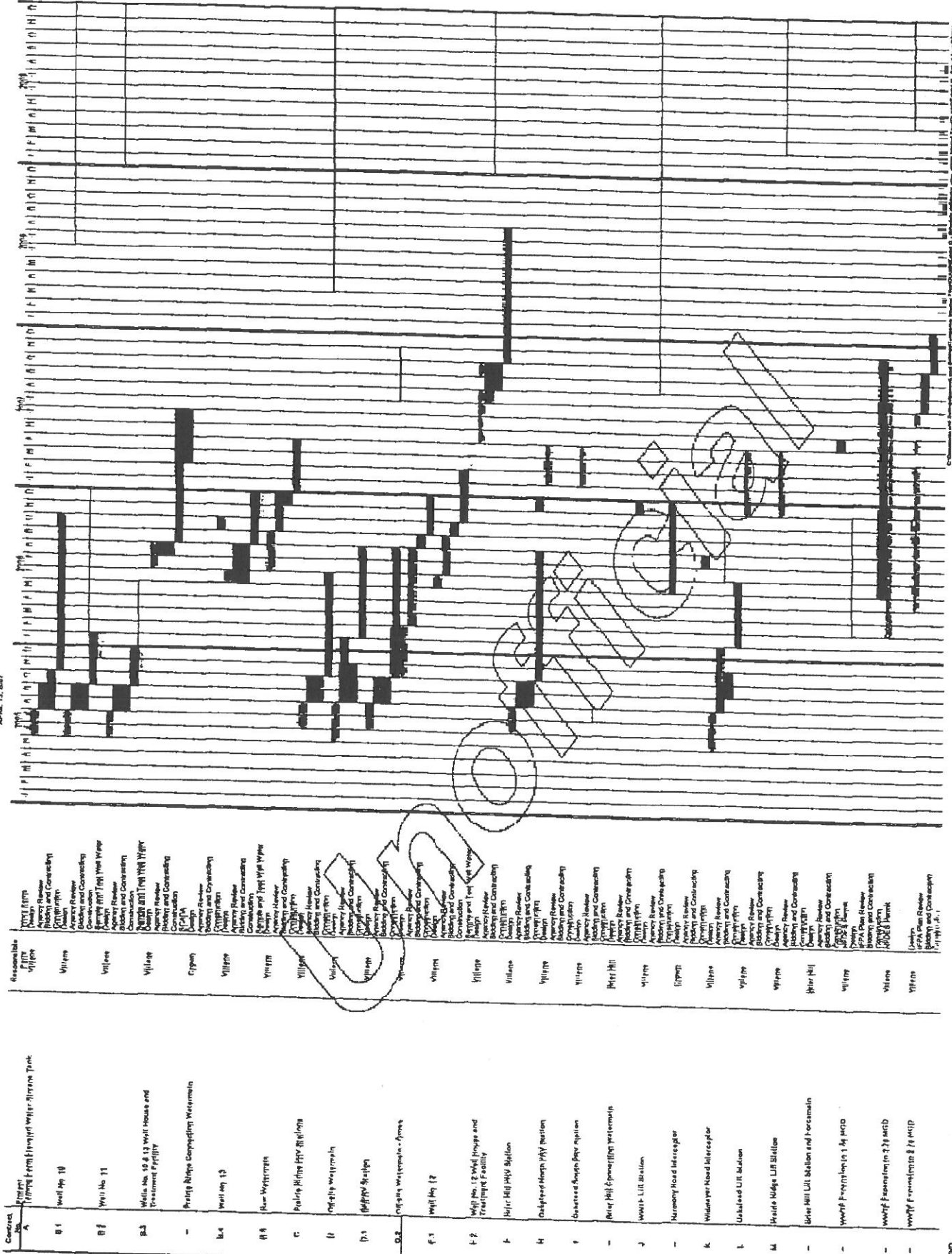
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NO.	1	04-14-07	TITLE CHANGE
DATE			

WASTEWATER



REVISIONS
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 Recorder Not Responsible
 For Ramifications
20071



DESIGN REVIEW
CONSTRUCTION
AGENCY REVIEW
BUILDING AND CONTRACTING

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EXHIBIT R - COST ESTIMATE
VILLAGE OF HAMPSHIRE SSA IMPROVEMENTS
APRIL 13, 2007

NO.	ITEM	9/15/2004 ESTIMATE	ACTUAL COST	CONTRACTOR
A Water Supply, Treatment & Storage System				
1	Municipal Engineering Design Layout & Inspection	\$ 1,400,000.00	\$ 1,787,042.74	EEI
2	Permit Fees	\$ -	\$ 6,000.00	Various
3	Electrical Feeds	\$ -	\$ 16,825.64	ComEd
4	Well # 10 Earthwork	\$ -	\$ 11,547.25	Ryan
5	Well # 11 Earthwork	\$ -	\$ 16,435.25	Ryan
6	Well #10	\$ 632,500.00	\$ 787,719.00	Layne Western
7	Well #11	\$ 632,500.00	\$ 526,906.50	Layne Western
8	Well #12	\$ 632,500.00	\$ 533,437.00	Layne Western
9	Well #12 Deepening to Mt. Simon	\$ -	\$ 493,828.00	Layne Western
10	Well #13	\$ -	\$ 614,413.00	Layne Western
11	Well #12 Development	\$ -	\$ 166,360.00	Layne Western
12	Abandon Well #6	\$ -	\$ 20,000.00	Estimate
13	Pilot Tests	\$ -	\$ 69,016.00	Layne Western
14	12" Raw Water Line	\$ 298,415.00	\$ 601,800.00	Kresmery
15	Tamm's Water Treatment Plant	\$ 3,266,230.00	\$ 4,211,000.00	Estimate
16	Prairie Ridge Water Treatment Plant	\$ 4,616,524.00	\$ 5,309,334.00	Seagren
17	Water Tower (2.0 MG)	\$ 2,530,500.00	\$ 3,003,723.00	CB&I
18	Contingency (10%)	\$ -	\$ 1,676,672.05	Estimated
Subtotal Water Supply, Treatment & Storage System		\$ 14,009,169.00	\$ 19,852,059.43	
B Water Distribution System				
1	Municipal Engineering Design Layout & Inspection	\$ 328,200.00	\$ 381,938.49	EEI
2	Developer Engineering Design & Layout	\$ -	\$ 128,981.75	Cemcon
3	Municipal Review & Inspection (2.5%)	\$ -	\$ 202,145.97	EEI
4	Permit Fees	\$ -	\$ 15,000.00	Estimated
5	Prairie Ridge Offsite Watermain	\$ -	\$ 451,677.00	Kresmery
6	Prairie Ridge Neighborhood "O" 16" WM	\$ -	\$ 67,139.20	Kresmery
7	Harmony Road Watermain North (Ridgeview WM)	\$ -	\$ 338,067.68	Estimated
8	Gross Easement	\$ -	\$ 100,000.00	Gross
9	Harmony Road Water Main	\$ 1,142,405.00	\$ 354,234.33	Kresmery
10	Harmony Road Water Main to WTP #10&13	\$ -	\$ 370,491.79	Kresmery
11	Widmayer Road Water Main	\$ 1,539,410.00	\$ 893,659.00	Merryman
12	Gross Property Water Main	\$ -	\$ 473,467.00	Merryman
13	Brier Hill High Pressure Water Main	\$ -	\$ 500,000.00	Estimated
14	Rt 20 Water Main	\$ -	\$ 175,000.00	Estimated
15	12" Allen Road Water Main	\$ -	\$ 70,817.97	Ruffolo
16	Prairie Ridge/Tamm's/Brier Hill PRVs (3) and BPS (1)	\$ -	\$ 851,233.25	Seagren
17	Oakstead PRVs (2)	\$ 231,000.00	\$ 300,000.00	Estimated
18	Prairie Ridge - 12" and 16" WM Through Neighborhoods	\$ -	\$ 2,034,430.01	Estimated
19	Oakstead - 12" and 16" WM Through Neighborhoods	\$ -	\$ 1,707,621.57	Estimated
20	Misc. SSA	\$ -	\$ 24,261.60	Misc.
21	Contingency (5%)	\$ -	\$ 404,291.94	Estimated
Subtotal Water Distribution System		\$ 3,241,015.00	\$ 9,842,458.56	
C Sanitary Sewer Collection System				
1	Municipal Engineering Design Layout & Inspection	\$ -	\$ 360,153.17	EEI
2	Developer Engineering Design & Layout	\$ -	\$ 108,695.34	Cemcon
3	Municipal Review & Inspection (2.5%)	\$ -	\$ 183,200.38	EEI
4	Permit Fees	\$ -	\$ 20,000.00	Estimated
5	Heritage Bank/Murray Easement/Taylor Acquisition	\$ -	\$ 125,000.00	Heri/Murray/Taylor
6	Offsite Earthwork	\$ -	\$ 31,021.00	Ryan
7	Oakstead Lift Station	\$ 821,457.00	\$ 821,457.00	Estimated
8	Oakstead Forcemain	\$ -	\$ 215,000.00	Estimated
9	Oakstead 18" Interceptor Sewer (Includes Big Timber Road Auger)	\$ -	\$ 400,000.00	Estimated
10	Oversize Lakewood Gravity Sewer	\$ -	\$ 100,000.00	Estimated
11	Brier Hill Lift Station & Forcemain	\$ 1,423,497.10	\$ 1,423,497.00	Estimated
12	Prairie Ridge Lift Station	\$ 767,610.50	\$ 767,611.00	Estimated
13	Prairie Ridge Forcemain	\$ -	\$ 275,000.00	Estimated
14	Widmayer Road Interceptor Sewer	\$ 905,150.00	\$ 1,265,545.25	Merryman
15	Prairie Ridge North Interceptor Sewer (Ridgeview Sewer)	\$ 580,136.75	\$ 1,140,000.00	Estimated
16	Harmony Road Sanitary Sewer to WTP #10&13	\$ -	\$ 370,491.79	Kresmery
17	Harmony Road Interceptor Sewer	\$ 2,333,311.30	\$ 5,227,523.30	Merryman
18	Awe Well	\$ -	\$ 18,806.91	Awe
19	Hampshire Creek Interceptor Sewer Creek Crossing	\$ -	\$ 189,748.09	Ruffolo
20	Contingency (5%)	\$ -	\$ 589,793.67	Estimated
Subtotal Sanitary Sewer Collection System		\$6,831,162.65	\$13,632,543.90	

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EXHIBIT R - COST ESTIMATE
VILLAGE OF HAMPSHIRE SSA IMPROVEMENTS
APRIL 13, 2007

NO.	ITEM	9/15/2004 ESTIMATE	ACTUAL COST	CONTRACTOR
D	Waste Water Treatment Facility Expansion			
1	Municipal Engineering Design Layout & Inspection (Lift Station)	\$ -	\$ 237,500.00	EEI
2	Municipal Engineering Design Layout & Inspection (1.50MGD)	\$ -	\$ 989,273.50	EEI
3	Municipal Engineering Design Layout & Inspection (2.76MGD)	\$ -	\$ 775,000.00	EEI Estimate
4	Permit Fees	\$ -	\$ 10,000.00	Estimated
5	WWTF Lift Station	\$ 1,138,500.00	\$ 800,000.00	Williams Bros
6	Expand Plant from 0.75MGD to 1.5MGD (\$10.84/Gal)	\$ 4,780,000.00	\$ 8,129,000.00	Williams Bros
7	Expand Plant from 1.5MGD to 2.76MGD (\$10.33/Gal)	\$ 12,697,720.00	\$ 13,000,000.00	Estimated
8	Contingency (10%)	\$ -	\$ 2,192,900.00	Estimated
	Subtotal Waste Water Treatment Facility Expansion	\$ 18,616,220.00	\$ 26,133,673.50	
E	Offsite Collector Roadway Improvements			
1	Municipal Engineering Design Layout & Inspection	\$ -	\$ 515,597.26	EEI
2	Developer Engineering Design & Layout	\$ -	\$ 700,000.00	Estimated
3	Municipal Review & Inspection (2.5%)	\$ -	\$ 342,854.38	EEI
4	Permit Fees	\$ -	\$ 12,000.00	Estimated
5	Allen/Harmony Roads Easement Acquisition	\$ -	\$ 28,145.00	Misc.
6	Weseman Easement Acquisition (50% of total cost)	\$ -	\$ 55,679.32	Alliance
7	State Street	\$ 80,000.00	\$ 683,324.49	Estimated
8	State Street/French Road Connection (Town Place Road)	\$ 650,000.00	\$ 651,207.33	Estimated
9	French Road	\$ 1,340,800.00	\$ 2,020,364.53	Estimated
10	Allen Road	\$ 1,440,000.00	\$ 1,498,010.71	Greenhill
11	Harmony Road (Adj. to Kelley and Ridgeview)	\$ 1,000,000.00	\$ 1,627,316.97	Estimated
12	Harmony Road (Adj. Conservation Neigh. & Melms - Incl. Melms Intersect.)	\$ -	\$ 1,318,716.38	Estimated
13	Kelly Road (East Leg)	\$ 240,000.00	\$ 57,040.00	Estimated
14	Kelly Road (West Leg)	\$ -	\$ 1,080,195.29	Estimated
15	Big Timber Road	\$ 450,000.00	\$ 400,962.24	Estimated
16	Melms Road	\$ 700,000.00	\$ 406,462.24	Estimated
17	Big Timber Road/Harmony Road Collector (Ridgeview)	\$ -	\$ 2,150,050.57	Estimated
18	Prairie Ridge Traffic Signals	\$ -	\$ 900,000.00	Estimated
19	Big Timber/Gast Road Improvements @ Tamms Farm	\$ -	\$ 1,268,600.00	Estimated
20	Oakstead - Rt 20 North Intersection	\$ -	\$ 400,962.24	Estimated
21	Oakstead - Rt 20 South Intersection	\$ -	\$ 400,962.24	Estimated
22	Oakstead - Big Timber Center Intersection	\$ -	\$ 400,962.24	Estimated
23	Oakstead - Big Timber South Intersection	\$ -	\$ 400,962.24	Estimated
24	Big Timber Road @ Oakstead/Lakewood (50% of total cost)	\$ -	\$ 441,009.00	Orange Crush
25	Gas Main Relocation (Incl. Easements)	\$ -	\$ 117,306.90	Nicori/CEMCON
26	Power Pole Relocations (Allen, Big Timber, Melms, Harmony)	\$ -	\$ 703,828.26	ComEd
27	Contingency (10%)	\$ -	\$ 1,439,749.97	Estimated
	Subtotal Offsite Collector Roadway Improvements	\$10,000,000.00	\$20,022,269.76	

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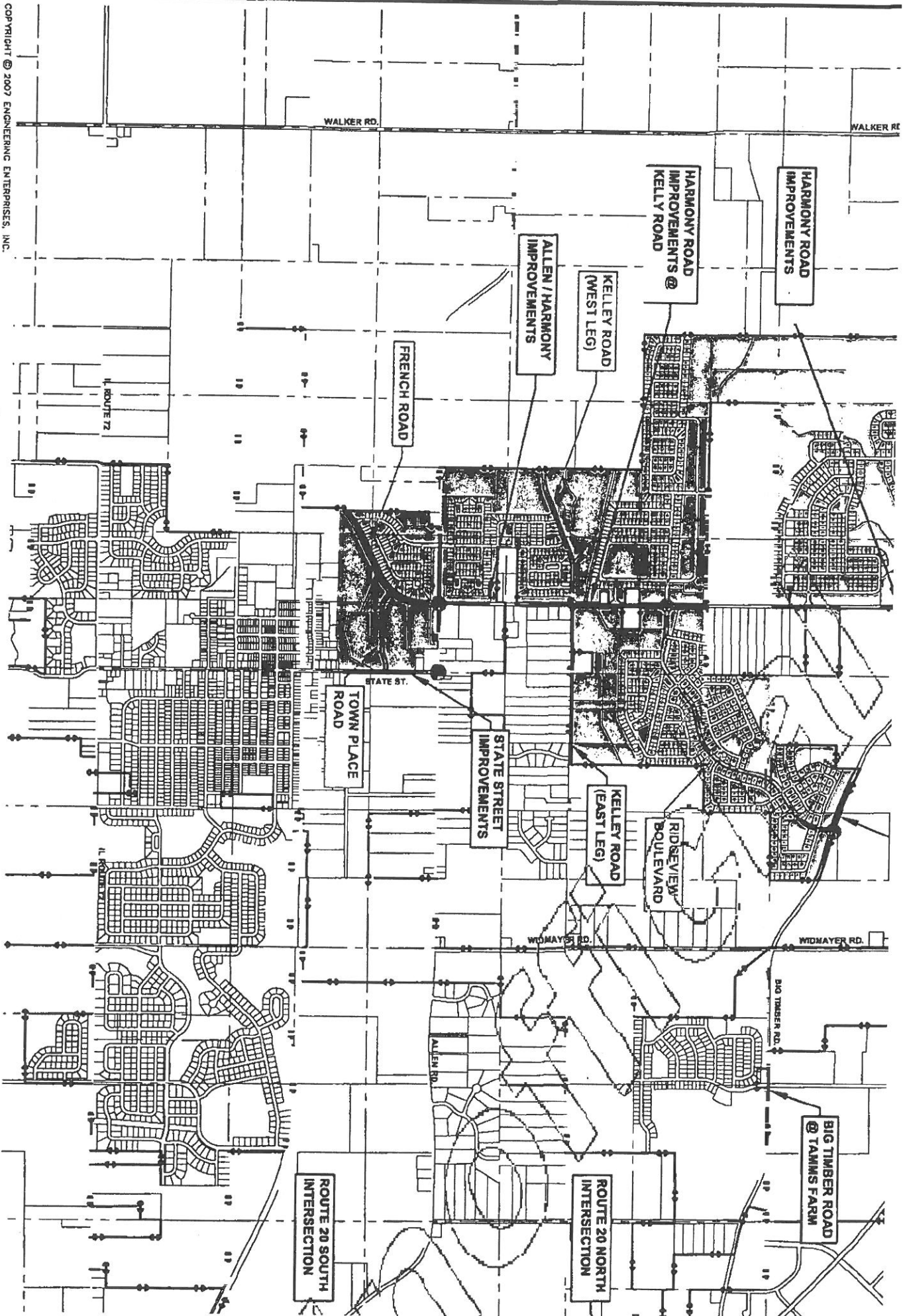
EXHIBIT R - COST ESTIMATE
VILLAGE OF HAMPSHIRE SSA IMPROVEMENTS
APRIL 13, 2007

NO.	ITEM	9/15/2004 ESTIMATE	ACTUAL COST	CONTRACTOR
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SUMMARY

A.	Subtotal Water Supply, Treatment & Storage System	\$ 14,009,169.00	\$ 19,852,059.43	\$ 17,250,184.00
B.	Subtotal Water Distribution System	\$ 3,241,015.00	\$ 9,842,458.56	
C.	Subtotal Sanitary Sewer Collection System	\$ 6,831,162.65	\$ 13,632,543.90	
D.	Subtotal Waste Water Treatment Facility Expansion	\$ 18,616,220.00	\$ 26,133,673.50	
E.	Subtotal Offsite Collector Roadway Improvements	\$ 10,000,000.00	\$ 20,022,269.76	
	Total Cost of Hampshire Infrastructure Improvements	\$52,697,566.65	\$89,483,005.15	
F.	Subtotal Brier Hill Water Sytem Improvement Contribution	\$ (4,500,000.00)	\$ (4,500,000.00)	
G.	Subtotal Brier Hill Lift Station Improvement Contribution	\$ (1,400,000.00)	\$ (1,400,000.00)	
H.	Subtotal Brier Hill Residential Public Use WWTP Impact Fee Contribution	\$ (635,850.00)	\$ (437,816.64)	
I.	Subtotal Brier Hill Residential WasteWater Treatment Impact Fee Contribution	\$ (1,417,500.00)	\$ (1,417,500.00)	
J.	Subtotal Brier Hill Residential Sewer Connection Fee Contribution	\$ (1,512,000.00)	\$ (1,310,400.00)	
K.	Subtotal Tuscany Woods Prorata Share of 1.5 MGD WWTP Expansion	\$ (1,465,548.00)	\$ (1,991,475.64)	
L.	Subtotal Tuscany Woods Share of Hampshire Creek Interceptor Crossing	\$ -	\$ (189,748.09)	
	Total Credits for Hampshire Infrastructure Improvements	\$ (10,930,598.00)	\$ (11,246,940.37)	
	Total Net SSA Cost of Hampshire Infrastructure Improvements	\$41,766,968.65	\$78,236,064.78	

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VILLAGE OF HAMPSHIRE
 KANE COUNTY, ILLINOIS

Bar represents 1" at
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 to 1" to be applied
 to stated scales.

NO.	DATE	TITLE CHANGE
1	04-14-07	

PROVISIONS
POOR ORIGINAL.
 Recorder Not Responsible
 TRANSPORTATION
 IMPROVEMENTS

Exhibit "Z"

PERMANENT INDEX NUMBERS

(For Recorder's Information Only Not Referenced with Document)

PRAIRIE RIDGE COMMUNITY

01-08-200-004	01-16-200-014
01-08-200-005	01-16-200-015
01-08-200-006	01-16-400-033
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01-21-426-018
01-15-100-004

OAKSTEAD COMMUNITY

01-24-200-003
01-24-400-031
02-19-300-001
02-19-100-002

02-18-300-004
02-19-100-001

02-19-400-002

01-13-200-014

01-24-400-021

01-13-400-007

01-13-400-006
02-18-300-002
02-18-300-011
01-13-400-008

Unofficial