



Sandy Wegman
Kane County Recorder
719 S Batavia Ave, Bldg C
Geneva, IL 60134
630-232-5935

MAP ATTACHED

2005K047725

SANDY WEGMAN
RECORDER
KANE COUNTY, IL

RECORDED ON
04/28/2005 11:24AM

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PAGES: 211

Recording Cover Page

This page added for the purpose of affixing Recording Information.

☐ Deed

☒ Other ORDINANCE ANNEXATION

☐ UCC

☐ Plat

Remarks

MAEL:		
LINDA VASQUEZ	pd	Prepare
P.O. Box 457	457	MARK Schuster
Hampshire, IL		1220 Larkin AVE
60140		ELGIN, IL

FOOTNOTES
Recorder Not Responsible
For Reproductions

451.

211

KANE COUNTY CLERK
TAX EXTENSION DEPARTMENT
FILING RECEIPT
630/232-5965

DATE:

April 28, 2005

UNIT OF GOVERNMENT:

Village of Hampshire

PERSON FILING:

Sinda Vazquez

Receipt of the following named item(s) is hereby acknowledged:

Annexation

Ordinance # 05-06

By:



DEPUTY CLERK



KANE COUNTY CLERK



No. 05 - 06

**AN ORDINANCE
AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
(Brier Hill Crossing Property)**

WHEREAS, a written petition, signed by the legal owners of record of all of the land within the territory hereinafter described, has been filed with the Clerk of the Village of Hampshire, Kane County, Illinois requesting that the Village enter into an Annexation Agreement for the annexation of said territory; and

WHEREAS, it is in the best interests of the Village of Hampshire, Kane County, Illinois that the Village enter into a certain Annexation Agreement pertaining to the following described property:

See Attached Exhibit A

WHEREAS, the Owners of said property are ready, willing and able to enter into said Agreement and perform the obligations required thereunder; and

WHEREAS, pursuant to notice published in the Courier News newspaper and in the Northwest Herald newspaper on February 24, 2005, and posted on the property on February 24, 2005, a public hearing concerning the proposed Annexation Agreement was conducted before the Village Board of Trustees commencing on March 12, 2005, and continuing to and concluding on March 14, 2005, and the statutory requirements provided in Section 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, have been fully met.

WHEREAS, the Corporate Authorities of the Village deem it to be in the best interests of the Village to enter into said Agreement.

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

Section 1. The President be and he is hereby authorized and directed to sign, and the Village Clerk is authorized and directed to attest, a document entitled "Annexation Agreement," by and between Brier Hill Crossing L.L.C., CGA Investment Company L.L.C., and Corporate Grove Associates L.L.C. and the Village, and relating to the property legally described above and in said document; and said Annexation Agreement is attached hereto and made a part hereof by this reference.

Section 2. The Village Attorney may approve corrections of any clerical errors contained in said document, and such corrections shall be and are incorporated in the approval evidence by this Ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS 31 DAY OF March, 2005, pursuant to roll call vote as follows:


AYES: 6 Anderson, Brown, Ruth, Schmidt, Swalwell, Szydlowski.

NAYS: 1 Ruth

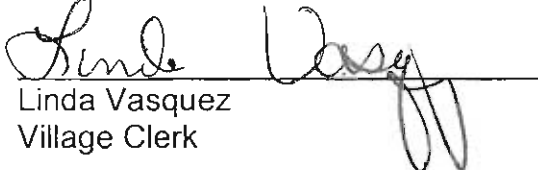
ABSENT: _____

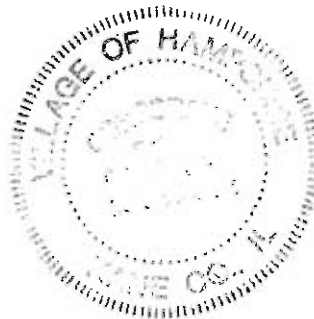
ABSTAIN: _____

APPROVED THIS 31 DAY OF March, 2005.


William Schmidt
Village President

ATTEST:


Linda Vasquez
Village Clerk



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AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
(Brier Hill Crossing Property)**

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NAYS: 1 Ruth


ABSENT: _____

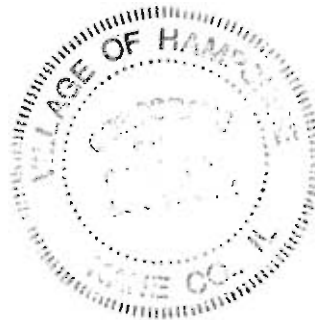
ABSTAIN: _____

APPROVED THIS 31 DAY OF March, 2005.


William Schmidt
Village President

ATTEST:


Linda Vasquez
Village Clerk



ANNEXATION AGREEMENT

Dated March 31, 2005

Between the

VILLAGE OF HAMPSHIRE

AND

BRIER HILL CROSSING, L.L.C., a Delaware limited liability company

CGA INVESTMENT COMPANY L.L.C., an Illinois limited liability company

CORPORATE GROVE ASSOCIATES L.L.C., an Illinois limited liability company

P.I.N.'S

01-12-400-002 01-13-100-014

01-12-400-001 01-13-200-001

01-13-200-002 02-07-300-001

02-18-100-001 01-12-100-001

01-12-100-005 01-12-100-006

01-12-300-001 01-13-100-018

01-13-100-009 01-13-200-011

01-12-100-004

Address: Brier Hill Road and Route 20

Hampshire and Rutland Townships, Kane County, Illinois

Prepared by and Return to:

John H. Mays

Gould & Ratner

222 North LaSalle Street

Suite 800

Chicago, Illinois 60601

(312) 236-3003

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ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT (this "Agreement") is made and entered into as of this 31st day of March, 2005 by and between the VILLAGE OF HAMPSHIRE, ILLINOIS, an Illinois municipal corporation (the "Village"), by and through its President and Board of Trustees (hereinafter referred to collectively as the "Corporate Authorities"), and BRIER HILL CROSSING, L.L.C., a Delaware limited liability company ("Brier Hill"), CORPORATE GROVE ASSOCIATES L.L.C., an Illinois limited liability company ("Corporate Grove") and CGA INVESTMENT COMPANY L.L.C., an Illinois limited liability company ("CGA"), (Brier Hill, Corporate Grove and CGA are sometimes hereinafter collectively referred to as, the "Owner").

WITNESS:

WHEREAS, Brier Hill is the title holder of record of real estate containing approximately 576.72 acres, legally described on **Exhibit "A"** attached hereto and made a part hereof ("Tract 1"); and

WHEREAS, Brier Hill and Corporate Grove are the title holders of record, as tenants in common, of real estate containing approximately 20 acres, legally described on **Exhibit "B"** attached hereto and made a part hereof ("Tract 2"); and

WHEREAS, CGA is the title holder of record of real estate contriving approximately 75 acres, legally described on **Exhibit "C"** attached hereto and made a part hereof ("Tract 3"); and

WHEREAS, Tract 1, Tract 2, and Tract 3, taken together, constitute a single tract of real estate containing approximately 671.72 acres, legally described on **Exhibit "D"** attached hereto and made part hereof (the "Property");

WHEREAS, the Property is contiguous to the Village; and

WHEREAS, Owner is duly authorized to enter into this Agreement; and

WHEREAS, the Property constitutes territory which may be annexed to the Village as provided by Article 7 of the Illinois Municipal Code (Chapter 65, Illinois Compiled Statutes); and

WHEREAS, Owner desires to have the Property annexed to the Village upon certain terms and conditions as hereinafter set forth; and

WHEREAS, Owner desires and proposes, pursuant to the provisions and regulations of the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (1985) in effect as of the date hereof and as amended by this Agreement (the "Village Zoning Regulations"), that the Property, as depicted on the attached Preliminary Development Plan (which, along with supporting preliminary plats, if any is hereafter referred to as the "Preliminary Development Plan") attached hereto as **Exhibit "E"**, be classified in the Large Scale Business Planned Development Zoning District (the "LSBPD Regulations") in the Village; and

WHEREAS, the portion of the Property described on **Exhibit "F"** is to be developed for Business Park purposes (the "Business Park") as permitted and provided in the LSBPD Regulations and is identified on the Preliminary Development Plan as the Business Park; and

WHEREAS, the portion of the Property described on **Exhibit "G"** is to be developed for Residential purposes (the "Residential Parcel") as permitted and provided in the LSBPD Regulations and is identified on the Preliminary Development Plan as the Residential Parcel; and

WHEREAS, Owner has filed with the Village Clerk a Petition for zoning approval for a Large Scale Business Planned Development, and said Petition has been forwarded to the Corporate Authorities and referred to the Plan Commission of the Village (the "Plan Commission") and to the Zoning Board of Appeals of the Village (the "Zoning Board"), and

WHEREAS, the Village staff reviewed the materials submitted by Owner with its Petition and Village and the Corporate Authorities have found the Owner's submissions to be complete or, in light of the size and the scope of the proposed development, to be sufficiently complete to enable the Village to evaluate Owner's Petition, and have determined that Owner's submissions satisfy the Village Zoning Regulations, the LSBPD Regulations, and all other Village ordinances and procedures in all respects; and

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

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the Zoning Board has held such public hearings (whether conducted as part of a joint hearing or individually) as are prescribed by law and after due consideration and public participation has

made findings of fact, determinations and recommendations with respect to Owner's Petition, and such other provisions of this Agreement and matters as were within its purview; 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 Annexation Agreement in substance and in form substantially the same as this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by ordinance and statute; and

WHEREAS, the Plan Commission, the Zoning Board, and the Corporate Authorities have found that the proposed classification of the Property in the Large Scale Business Planned Development Zoning District meets all appropriate standards of the Village and have made findings in support thereof; and

WHEREAS, the Plan Commission, the Zoning Board, and the Corporate Authorities have determined that the Preliminary Development Plan dividing the Property for Business Park purposes and for Residential Purposes complies in all respects with the LSBPD Regulations; and

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

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

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

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

WHEREAS, the Corporate Authorities of the Village, after due deliberation, by ordinance duly passed, have approved the entering into of this Annexation Agreement and have directed the President and Clerk of the Village to execute this Agreement.

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. ANNEXATION AND MUNICIPAL AUTHORITY

2.1 Applicable Law.

This Agreement 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.

2.2 Annexation Petition.

Owner has filed with the Village Clerk a proper petition (the "Petition") and plat of annexation (the "Plat of Annexation") to annex the Property (along with adjacent rights

of way) to the Village pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code.

2.3 Enactment of Annexation Ordinance.

The Corporate Authorities shall enact an ordinance (the "Annexation Ordinance") annexing the Property (along with adjacent rights of way) to the Village concurrently with the Village's execution of this Agreement. Certified copies of the Annexation Ordinance, along with copies of the Plat of Annexation, shall be recorded by the Village with the Kane County Recorder's Office and filed with the Clerk of Kane County at Owner's expense.

2.4 Village Representations as to Necessary Actions.

The Village represents that it shall take all action(s) and give such notices as may be required and necessary to enact such amendments to, and grant such exceptions from, the Village Zoning Regulations and its other ordinances, codes and regulations, as may be necessary to zone, classify and allow for the development of the Property in the manner described in this Agreement and to enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof.

III. ZONING

3.1 Enactment of Zoning Ordinance.

3.1.1 Enactment.

Concurrent with the enactment of the Annexation Ordinance, the Corporate Authorities shall enact an ordinance or ordinances approving this Agreement, annexing the Property, classifying the Property in the Large Scale Business Planned Development Zoning District in the Village, and granting approval of the Preliminary Development Plan. The ordinance zoning the Property within the Large Scale Business Planned Development District pursuant hereto shall not conflict with this Agreement nor shall any such ordinance provide for an expiration of the Large Scale Business Planned Development, the intent of the parties being to create a permanent zoning classification which shall remain in effect through the expiration of this Agreement and which shall continue thereafter until altered or revoked in the manner provided by law. The Village shall enact such ordinances and take such action as in law are required to adopt and approve the Preliminary Development Plan and to implement the special conditions set forth herein

3.1.2 Conflicts.

After this Agreement is so approved, the Property is so zoned and the Preliminary Development Plan is so approved, notwithstanding any provision of the Village Zoning Regulations or any other Village ordinance now in effect or adopted during the term of this Agreement in

conflict herewith, the provisions and standards regulating the use of the Property as herein set forth shall apply to the Property. To the extent the provisions or standards contained in this Agreement, or the ordinances zoning the Property contemplated herein, conflict with the provisions of other Village ordinances affecting the Property, the provisions and standards contained in this Agreement and in said ordinances zoning the Property, shall control.

3.2 Approval of the Preliminary Development Plan for the Property.

3.2.1 Approval of Preliminary Development Plan.

The Corporate Authorities acknowledge that they have reviewed all supporting documentation they deemed necessary and hereby approve the Preliminary Development Plan for the entire Property (including the Residential Parcel) and all supporting documentation submitted with the Preliminary Development Plan. It is the parties' intent that the Preliminary Development Plan and supporting documentation hereby approved, incorporate concepts, design criteria, and material specifications which may, in many cases, differ from the Village Zoning Regulations, the Chapter 7 Subdivision Regulation of the Village Code (the "Village Subdivision Ordinance"), or any other Village ordinance now in effect or adopted during the term of this Agreement and which may or may not be enumerated in the text of this Agreement. To the extent the Preliminary Development Plan so differs or conflicts, the Preliminary Development Plan shall control, it being the express intent

of the Village and the Corporate Authorities that said Preliminary Development Plan reflect the matters approved by the Village in the proceedings zoning the Property. It is understood that by approving the Preliminary Development Plan the Village agrees to take all actions, including the approval of such departures from the provisions of the Village Zoning, the Village Subdivision Ordinance, and other regulations and ordinances of the Village, permitted under the LSBPD Regulations and necessary to allow the Property to be developed in accordance with the Preliminary Development Plan.

3.2.2 No Further Approvals Required.

Following approval of the Preliminary Development Plan, no further zoning approval or hearings shall be required as a prerequisite to the issuance by the Village or the receipt by the Owner of the building permits necessary to the development of any portion of the Property in accordance with the zoning provided for in this Agreement; provided, however, that the Owner shall be required to obtain approval of a final development plan or final subdivision plat (either of which may hereafter be referred to as the "Final Development Plan"), in accordance with the terms of this Agreement. The Owner's right to develop the Property in substantial conformance with the Preliminary Development Plan shall be, and is hereby, vested, subject to Owner's compliance with any and all requirements of the regulations governing Large Scale Business Planned Developments contained in the Village Code. Any subsequent Final

Development Plan submitted for all of the Business Park or any portion thereof, may provide for lots smaller in area or of a different shape than those shown on the Preliminary Development Plan and any such modification of lot size or shape shall be deemed minor and not a material deviation from the Preliminary Development Plan which would require a public hearing under the provisions of the Zoning Code governing Large Scale Business Planned Development. Provided however, that lots of record within the Business Park shall contain a minimum of 20,000 square feet with a minimum 50 foot frontage. Lots within retail areas of the Business Park may be smaller and shall not be subject to the foregoing minimum areas and frontages if such lots have access to public streets either directly or through permanent easements

3.3 Continuation of Current Use.

Village acknowledges that the current use of the Property is for agricultural purposes and that, notwithstanding any ordinance or law of the Village or any other provision of this Agreement, the Property may be used for agricultural purposes (including public or private nurseries) during the life of this Agreement and thereafter as permitted by law.

IV. USE STANDARDS.

4.1 Business Park Use Standards.

The zoning, use, landscaping, parking, loading, and other standards for the Business Park are set forth on **Exhibit "H"** attached hereto and, along with the provisions of this Agreement, shall be the only zoning and use standards applicable to the Business Park.

Other zoning and use standards contained in the Village Zoning Ordinance (including any standards for Planned Developments) shall not apply.

4.2 Residential Parcel Use Standards.

The zoning, use, parking, loading, subdivision, bulk and signage standards for the Residential Parcel are set forth on **Exhibit "I"** attached hereto and, along with the provisions of this Agreement, shall be the only zoning, use, parking, loading, subdivision, bulk and signage standards applicable to the Residential Parcel. Other zoning, use, parking, loading, subdivision, bulk and signage standards contained in the Village Zoning Ordinance (including any standards for Planned Developments) shall not apply.

V. FINAL DEVELOPMENT PLANS.

Anytime after the date hereof, Owner may submit and Village shall approve (subject to Village Ordinance as modified by this Agreement), Final Development Plans for any portions of the Property ("Phases"). The Final Development Plan for any Phase within the Business Park may provide (and any subsequent subdivision or resubdivisions of the Phase within the Business Park may provide) for lots of record containing a minimum of 20,000 square feet with a minimum 50 foot frontage. Lots within retail areas of the Business Park may be smaller and shall not be subject to the foregoing minimum areas and frontages if such lots have access to public streets either directly or through permanent easements. It is the parties' intent that the Final Development Plan, including any Final Engineering Plan and any other supporting plans (including, but not limited to, drainage and topographical plans) for any Phase, may incorporate concepts, design criteria, and material specifications which may, in many cases, vary from the Village Zoning Ordinance, the Village Subdivision Ordinance, or any other Village ordinance now in effect or adopted during the term of this Agreement and which may or may not be

enumerated in the text of this Agreement. To the extent any such Final Development Plan (including any Final Engineering Plan) so varies or conflicts, the Final Development Plan shall control, it being the express intent of the Village and the Corporate Authorities that the Final Development Plan (including any Final Engineering Plan) reflect the matters approved by the Village in the proceedings zoning the Property and adopting this Agreement. The Parties recognize that the practicalities of development may require Owner to request a Final Development Plan that varies in minor respects from the Preliminary Development Plan, and, notwithstanding any contrary provision in the Village Zoning Ordinance or Village Subdivision Ordinance, the Village agrees that the Owner may submit to the Village Final Development Plans which vary from the Preliminary Development Plan in minor respects and the Village shall approve, without public hearing, such Final Development Plans provided they are in substantial conformance with the Preliminary Development Plan. The realignment of roads, rights-of-way and easements from that presented in the Preliminary Development Plan shall be examples of minor variations and shall not be reason to require a new public hearing; a Final Development Plan with any minor variations shall be considered to be in substantial conformance with the Preliminary Development Plan. The Village acknowledges that the Property may be developed in separate Phases, each of which shall be the subject of a Final Development Plan. No limitation shall be imposed upon Owner with respect to the land area to be included within any particular Phase of development, the number of Phases as to which Final Development Plans may be submitted, the number of Phases that may be under construction at any one time, the location of any Phase, or the time within which such final plans or plats must be submitted. The right to receive approval of Final Development Plans for the entire Property or any Phase thereof shall not expire.

VI. UTILITIES

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, Owner's right to use the sanitary sewer and potable water supplies and systems serving the Village.

6.2 Water Supply.

As part of the development of the Property, the Owner will construct, within and beyond the Property's boundaries, water supply, storage and treatment systems which will serve the Property (the "Property Water System"). The Property Water System shall consist of a 500,000 gallon elevated water tank, a 700-gallon per minute well with a treatment facility, and those booster pumping and pressure reducing valve stations adequate to provide a community water supply in accordance with Illinois Environmental Protection Agency ("IEPA") standards. Upon completion of the system, and acceptance of same by the Village, Owner shall dedicate all of the improvements constituting the Property Water System to the Village.

Upon completion of an elevated water tank, the Village will license to Owner for telecommunications purposes (at no cost) the permanent right to use 50% of the area of the tank suitable for telecommunications, which right shall be exclusive of all other uses other than governmental and public service uses and which may be assigned to any user located within the Business Park, provided any such use shall be subject to the reasonable requirements established by the Village for mounting of any telecommunications equipment on the tank.

The Property Water System shall be designed by the Village's engineer (the "Village Engineer"). Owner agrees to reimburse Village, within 30 days of being invoiced, for the cost of the design of the Property Water System, per a written proposal for same prepared by the Village Engineer and delivered to Owner prior to the commencement of design work. Owner's obligation to pay the cost of design shall be secured by a letter of credit. Said letter of credit need not be posted with the Village until such time as design work begins and may be posted in increments corresponding in amount and interval with the design phases. Upon review and approval of the design of the Property Water System by Owner's engineer (which approval shall not unreasonably be withheld), and subject to the installment payment terms described below, Owner shall fund up to \$4,500,000.00 of the cost to design, construct and install such improvements (with any design costs advanced by Owner pursuant to this Section being credited to Owner's obligation hereunder). The Village shall contribute up to \$900,000.00 of costs incurred in the design, construction and installation of the Property Water System in excess of \$4,500,000.00. Any additional costs (in excess of \$5,400,000.00) shall be funded by the Owner. The scope of the Property Water System to be designed and constructed is depicted on the attached Exhibit "V" and the proposed schedule for the project is set forth in said Exhibit.

Notwithstanding anything in this Agreement or Exhibit "V" to the contrary, the Property Water System shall not include any onsite watermain (all of which shall be designed by Owner's engineers). In addition, the offsite and onsite watermain route depicted on Exhibit "V" may be changed by Owner if Owner determines an alternate route is more efficient or economical. Upon completion of the well and pump system for the well and thereafter during the term of this Agreement, the Village shall be obligated to allow

connection of the Property Water System to the Village water supply system, and connection of the structures built on the Property to the Property Water System for all purposes, including fire protection; and further, the parties understand and agree that the Property Water System is designed and intended to create sufficient water supply and storage to serve the uses planned for the Property, and accordingly, capacity for 400 PE from the existing Route 20 water system will be reserved and made available to the Property within 12 months of execution of this Agreement. The remaining water capacity necessary to serve the Property will be reserved and available within 18 months of execution of this Agreement. Thereafter, the Village shall at all times reserve for use on the Property sufficient water supply and storage in its system(s) to serve the uses planned for the Property, reduced from time to time by the amount of water supply and storage actually utilized for the Property. Once the Property Water System is completed, it shall, serve as the sole source of municipal water for the Property. In consideration of the funding provided for in this Section 6.2 the Owner shall have no obligation to pay the Village's Water Supply and Storage Impact Fee, the Water Public Use Fee, any public facility fee related to water supply or storage, any connection or tap-on fee, or any other fee of any type related to the connection to or use of the water system other than the normal usage fees applied generally throughout the Village. The Property Water System shall be connected to the Village's water supply system. Prior to completion of the Property Water System, the Village shall allow connection to the Village's water supply system provided the well and pump system for the well have been installed and are operating (which may be prior to completion of any storage). If Owner seeks such a connection prior to completion of the contemplated water storage, the Village Engineer

may specify, as a condition to such connection, that a booster pump to the existing storage facility at Gast Road, or other storage be available at no expense to the Village, to temporarily eliminate the need for 24 hour operation of the well pump, until the new storage tank required under this Section is completed. 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.

The work to be performed for construction of the Property Water System shall be awarded by Owner to contractor(s) based on a competitive bid process, conducted by Owner's engineer. The contractor(s) permitted to bid on the work shall be determined by the Owner and approved by the Village Engineer (which approval shall not unreasonably be withheld).

Payment for the work shall be made by Owner and Village in installments, with Owner making all payments until its \$4,500,000.00 obligation hereunder has been met and thereafter by Village until its \$900,000.00 obligation has been met and thereafter by Owner for the remainder of the amount owed. All payments shall be in amounts equal to the payment then owed to the Owner's general contractor(s). Owner's obligation to pay the \$4,500,000.00 required hereunder shall be secured by delivery to the Village at the time the bid for the work is awarded, of a letter of credit or payment bond with terms reasonably satisfactory to the Village.

The work shall be supervised and inspected by the Village's engineer, provided, Owner's engineer may participate with the Village's engineer in said supervision and inspection, but in all cases the judgment of the Village's engineer shall be final. More particular

terms and provisions governing bidding, contracting, contract administration and related matters are set forth on the attached Exhibit "W."

6.3 Wastewater Facilities.

As part of and during the development of the Property, the Owner will construct, within and beyond the Property's boundaries, sanitary sewer lines and other wastewater conveyance improvements which will serve the Property, including but not limited to a lift station needed to connect to the Village's existing conveyance system, improvements to the existing Widmayer lift station and Higgins lift station, if required (said improvements, depicted on **Exhibit "T"** attached hereto and made part hereof, are collectively referred to as the "Property Wastewater Collection System"); and shall contribute a proportionate share of the cost of designing and constructing the Hampshire Creek Interceptor Sewer (not to exceed \$200,000.00), directly, or depending on the timing of the development of the Property, by recapture. Notwithstanding the foregoing, if the Property is to be served by the integrated system referenced in Section 6.5, Owner shall have no obligation to contribute to the cost of designing and constructing the Hampshire Creek Interceptor. The parties acknowledge that the Owner has agreed herein to pay for the design and construction of the Property Wastewater Collection System, a share of the cost of the Hampshire Creek Interceptor Sewer as provided above, and certain elements of all other off-site conveyance systems, in order to facilitate development of the Property and other properties within the area. The Village agrees that the Owner shall be entitled to a credit against the Village's Wastewater Treatment Impact Fees chargeable to the Business Park in an amount equal to 51.35% of the total funds paid for the improvements referenced herein (the "Sewer Infrastructure Credit").. Village

will at all times provide adequate wastewater treatment for the uses to be constructed on the Property, in accordance with the provisions of this Section set forth below.

Throughout the term of this Agreement, the Village shall be obligated to allow connection of the Property Wastewater Collection System to the Village wastewater system and the connection thereto of all uses to be built on the Property.

Village represents that no moratorium or other regulatory restriction exists which would limit the Village's ability to provide sanitary sewer services to the Property. Provided, however, Owner may not discharge any wastewater into the Village wastewater conveyance and/or treatment system unless and until the Hampshire Creek Interceptor Sewer improvement project has been completed.

The parties understand and agree that the Village currently owns and operates a wastewater treatment facility of .75 million gallons per day ("mgd") capacity, with a valid NPDES discharge permit as of July, 2004; has an approved Facilities Plan Amendment for expansion of the treatment facility to 1.5 mgd; has pending an application for an NPDES discharge permit for said 1.5 mgd facility, which application has not yet been approved; and will promptly file for a construction permit upon receipt of the NPDES permit (collectively, the "Sanitary Sewer Approvals"). Construction of the facility will commence immediately upon receipt of the Sanitary Sewer Approvals.

Further, the Village has an approved Facilities Plan Amendment to expand the Village's wastewater treatment facility to 2.76 mgd capacity, after completion of the 1.5 mgd expansion project, and will promptly file such applications and take such steps as may be necessary to obtain the federal, state and local approvals necessary to complete such

expansion of the wastewater treatment facility in order to serve the Property with municipal sanitary sewer / wastewater treatment.

Village warrants that there is currently 500 Population Equivalent ("PE") available capacity for treatment of wastewater in the existing Wastewater Treatment Facility, which capacity is reserved to exclusively serve the Property; that there will be an additional 2,500 PE treatment capacity available and reserved to exclusively serve the Property upon completion of the expansion of the wastewater treatment plant to 1.5 mgd, and issuance of a new NPDES discharge permit for such capacity; and a total of 3,900 PE treatment capacity will be available and exclusively reserved for use by the Property upon completion of the expansion of the wastewater treatment plant to 2.76 mgd and issuance of a new NPDES Permit for such capacity. Construction of the expansion to 1.5 mgd is currently scheduled to be undertaken and completed by December, 2006, and Village will use its reasonable best efforts to complete construction on that schedule, but completion by that date is not assured. Subject to the timing of completion of such improvements and issuance of the necessary NPDES permits, Village agrees to provide at least 3,900 PE in sewage treatment capacity and service to the Property when and as needed.

The onsite lift station and all force main portions of the Property Wastewater Collection System shall be designed by the Owner's engineer. Improvements to the existing offsite lift stations shall be designed by the Village Engineer. Owner agrees to reimburse Village, within 30 days of being invoiced, for the cost of the Village portion of the design of the Property Wastewater Collection System, per a written proposal for same prepared by the Village Engineer and delivered to Owner prior to the commencement of design

work. Owner's obligation to pay the cost of design shall be secured by a letter of credit. Said letter of credit need not be posted with the Village until such time as design work begins and may be posted in increments corresponding in amount and interval with the design phases. The scope of the Property Wastewater System to be designed and constructed is depicted on the attached Exhibit "T"; and the schedule for the project as set forth in said Exhibit. The work to be performed for construction of the Property Wastewater System shall be awarded to contractor(s) based on a competitive bid process, conducted by Owner's engineer. The contractor(s) permitted to bid on the work shall be determined by the Owner and approved by the Village Engineer (which approval shall not unreasonably be withheld).

Payment for the work shall be made by Owner in installments, with each payment to be equal to the payment then owed to its contractor(s). Owner's obligation to make such payments shall be secured by delivery to the Village at the time the bid for the work is awarded, of a letter of credit or payment bond with terms reasonably satisfactory to the Village.

The work shall be supervised and inspected by the Village's engineer, provided, Owner's engineer may participate with the Village's engineer in said supervision and inspection, but in all cases the judgment of the Village's engineer shall be final. More particular terms and provisions governing bidding, contracting, contract administration and related matters are set forth on the attached Exhibit "W."

6.4 Sewer Connection Fees.

6.4.1 Residential Parcel Connection Fees.

At such time as a Final Development Plan for the Residential Parcel or any portion thereof has been approved, the Developer shall prepay to the Village all Wastewater Treatment Impact Fees and all sanitary sewer connection and/or tap-on fees for the area within the Final Development Plan at the rates in effect. If for any reason the wastewater treatment capacity available to the area within the Final Development Plan is not sufficient to serve the entire area within the Final Development Plan, the Developer shall prepay only the Wastewater Treatment Impact Fees and sanitary sewer connection and/or tap-on fees for available service and shall prepay Wastewater Treatment Impact Fees and all sanitary sewer connection and/or tap-on fees for the remainder of the area within the Final Development Plan in stages (and not permit-by-permit) as service becomes available. Upon such pre-payment, the wastewater treatment capacity represented by the amount of such pre-payment shall be reserved for the Property.

6.4.2 Business Park Connection Fees.

Wastewater Treatment Impact Fees (after first applying the Sewer Infrastructure Credit), and sanitary sewer connection and/or tap-on fees, for the Business Park area shall be assessed in accordance with the schedule of such rates generally in effect throughout the Village as of the date of application for building permit for each principal use in the

Business Park, provided however that in no year (beginning on the date of this Agreement) shall the rate of increase in such rates over the prior year exceed the rate of increase in the Construction Costs Index published by the Engineering News Record for the same period (and if such Index or periodical is no longer available, a similar publication or index) plus the pro rata amount of increase in system costs resulting from the regulatory imposition of any new treatment standard applicable to a system such as is operated by the Village at the pertinent time during the term of this Agreement. At no time during the term of this Agreement shall the Village charge another owner Wastewater Treatment Impact Fees, and/or sewer connection and/or tap-on fees that are less than the fees charged under this Section. nor shall the Village reserve or withhold capacity within the Village's wastewater system for a third party to the detriment of the Property or the rights of Owner hereunder.

6.5 Integrated Systems.

Notwithstanding anything else to the contrary contained in this Agreement, in the event that the Crown Community Development properties identified in Section 13.24 below are annexed into the Village, and Owner has not exercised its right to disconnect pursuant to Section 13.24, then the Village may request that the Owner abandon its plans for the Property Water System and/or the Property Wastewater Collection System described in this Article VI and participate in an integrated plan for water supply and storage and/or wastewater collection and conveyance serving multiple properties. Upon receiving such a request, Owner shall

participate in such integrated plan for water supply and storage and/or wastewater collection and conveyance as is approved by the Village; provided, however that the Owner shall have no obligation to participate in any such integrated plan and may proceed under Sections 6.2 and 6.3 of this Agreement, if any of the following conditions are not satisfied prior to May 31st, 2005: (i) that Owner has been provided evidence, reasonably satisfactory to it that the proposed integrated plan will adequately serve the demands placed on it by the Property; (ii) that Owner has been provided evidence, reasonably satisfactory to it, that the proposed integrated plan will not increase Owner's cost for water and wastewater services beyond the cost Owner would have incurred for the Property Water System and/or Property Wastewater Collection System otherwise described in this Section, respectively (in evaluating Owner's costs for the Property Water System, Owner's obligations to fund design, construct and install the Property Water System shall be assumed to be a maximum of \$4,500,000); (iii) that the integrated plan has received all Village approvals and that all other governmental approvals necessary for its construction and implementation are being diligently pursued; (iv) that Owner has determined, in its reasonable opinion, that the method of financing and funding the improvements contemplated in the integrated plan is viable; (v) that all necessary easements and rights-of-way contemplated in the integrated plan have been obtained; and (vi) that Owner and other owners benefited by the integrated plan have entered into a mutually satisfactory agreement dealing with the implementation of the integrated plan, including construction methods, timing and management. Owner may choose to extend the May 31st, 2005 date at its sole

election and shall have no obligation to do so. Owner's participation in such an integrated system shall not, in any way, create obligations of the Owner to the Village or other governmental bodies that exceed those set forth in this Agreement, nor shall it in any way invalidate any rights, waivers or fee credits granted under this Agreement.

VII. RECAPTURE

7.1 Recapture Applicable to Property.

Notwithstanding any provision in any development or other agreement the Village may now be a party to or may in the future enter into, the Property shall not be subject to any recapture or obligation of accelerated payment (except the Hampshire Creek Interceptor Sewer recapture specifically referenced in Section 6.3 hereof). Any requirement for accelerated payment of fees or recapture contained in that certain development agreement between HPI Hampshire, LLC and the Village dated September 2, 2004 (the "Tuscan Woods Agreement") shall not apply to the Property; provided, however, the parties acknowledge and agree that the Wastewater Treatment Impact Fees and the Sanitary Sewer Connection Fees paid by the Owner to the Village shall be utilized by the Village to reimburse HPI Hampshire, LLC for the portion of the "excess costs" (as that term is defined in the Agreement identified above) actually incurred by HPI Hampshire LLC in the design and construction of the expansion of the Village Wastewater Treatment Facility from .75 mgd to 1.5 mgd capacity, and attributable to the development under the terms of said Agreement; and further, except for the Hampshire Creek Interceptor Sewer recapture specifically identified above (and in Section 6.3 hereof, and in said agreement). Village agrees that the Property is not now and shall not during the term of this

Agreement be subject to recapture or other agreements which might obligate the Owner or any subsequent owner of the Property to pay any portion of any off-site utilities or other improvements or to accelerate any payment of fees due to the Village.

7.2 Recapture of Infrastructure Costs Advanced.

It is anticipated that certain utility infrastructure (including part or all of the Property Wastewater Distribution System and the Property Water System), roadway, right-of-way, easement and signalization improvements and other infrastructure related to the Property will be designed and constructed by the Owner so as to benefit other real estate. To the extent Owner chooses to construct or advance funds to construct such improvements, the Village agrees to adopt a recapture agreement within 60 days of a request from Owner, in form and substance reasonably acceptable to Owner and the Village, which obligates the properties benefited by such improvements to pay to the Village (for the benefit of Owner) each such property's share of the total cost of said improvements (including hard and soft costs related to the design and installation of said improvements) plus the prime rate of interest from time to time published in the Wall Street Journal (computed from the date of installation until paid to Owner). The following is an example of a recapture calculation: assume that Village and Owner determine that a waterline to be constructed by the Owner must be increased from 8" to 10" in order to serve other properties and that the other properties benefited will utilize 25% of the capacity of the 10" line; assume further that the cost of installing an 8" line is \$170,000 and the cost of installing a 10" line is \$200,000 (an additional \$30,000); the benefited properties would pay 25% of the total cost of installing the 10" line (\$50,000), not the difference in cost (\$30,000) to install the larger line. If the foregoing method of calculating recapture is prohibited by

State law, the method provided in the statutes for such calculations shall be used. As to non-intersection improvements identified later, each property's share of such cost shall be computed on a per acre basis or population equivalent ("PE") basis (if applicable and adequate information is available to make such a determination at the time the recapture ordinance is requested) or as otherwise agreed by Owner and Village. As to intersection improvements identified later, each property's share of such cost shall be computed on a per corner basis or as otherwise agreed by Owner and Village. Each property's share of its recapture obligation shall be paid to the Village upon approval of a final plat or final planned unit development plan for any part of the property so benefited. The recapture agreement shall additionally provide that the Village shall make reasonable attempts to collect the recapture fees and shall be obligated to bring suit to enforce collection of the fees, and that the Owner will agree to bear the cost of enforcing or defending the recapture agreement. In no event shall the Village be liable to Owner for payment of any part of the recapture claimed by Owner, under the example above (\$50,000) or under any other means of calculation.

VIII. REGIONAL TRANSPORTATION INFRASTRUCTURE

8.1 I-90 Interchange.

Owner intends to seek from the Illinois Toll Authority and all other governing bodies having jurisdiction, approval to construct or cause to be constructed an eastbound entrance ramp and a westbound exit ramp (with related improvements) from the I-90 toll road at the point it intersects Brier Hill Road. Village neither supports nor objects to such improvements and has advised Owner that it will not petition for or advocate for such improvements or on Owner's behalf in its efforts to seek approval of such improvements.

Village shall take no action which directly or indirectly: (i) interferes with Owner's efforts to construct or cause such an interchange to be constructed, (ii) bars Owner from entering into, or impedes Owner's ability to enter into, an agreement with public or private bodies regarding such construction; (iii) interferes in any way with any public body or agency exerting jurisdiction over such improvements and those portions of Brier Hill Road adjacent to or in the immediate vicinity of such improvements. Furthermore, Village agrees to relinquish jurisdiction over such areas of Brier Hill Road upon the joint request of Owner and any such private body or agency. A depiction of the Owner's proposal for the ramps (which the Owner may modify at its discretion) is attached as **Exhibit "J."** If successful, funding for the construction of the interchange will come from sources other than the Village and Owner agrees that it will not seek from the Village any payment or contribution of Village funds toward the costs of constructing such an interchange. The parties acknowledge that there is no certainty that the Owner will be successful in obtaining the necessary approvals to have the interchange constructed or that if successful, the Owner will be able to economically construct the interchange, accordingly, the rights granted Owner pursuant to this Agreement shall not be conditioned upon the installation of such interchange, nor shall Owner be under any obligation at anytime to obtain, construct, further improve or fund such interchange or related improvements.

8.2 Roads and Highways.

8.2.1 Certain Intersection Obligations.

Owner shall construct and pay for those roadway and intersection improvements mandated by IDOT or KDOT in relation to roadways

under their respective jurisdictions and which are adjacent to the Property, including but not limited to widening, turn lanes, acceleration /deceleration lanes, and signalization (if and when warranted), as same are determined to be necessary, without any cost or assessment to the Village. Owner shall not be responsible to improve (or acquire right-of-way for): (i) the intersection at U.S. Highway 20 and Big Timber Road; and (ii) the intersection at Big Timber Road and Ketchum. The extent of the Village's responsibility for improvements at U.S. Highway 20 and Big Timber Road is graphically depicted on Exhibit "Y" attached hereto and made part hereof. The Village shall undertake all improvements mandated for the two intersections identified above, including but not limited to widening, turn lanes, acceleration /deceleration lanes, and signalization, as same are determined to be necessary, without any cost or assessment to the Owner. The roadway improvements for Brier Hill Road to be constructed by Owner are described and identified as Owner's responsibility in a study titled "Brier Hill Crossing, Kane County, Illinois, Traffic Impact Analysis, January 28, 2005" prepared by Civiltech Engineering, Inc. and previously submitted to the Village (the "Traffic Study"), provided any signalization on Brier Hill Road at its intersection with U.S. Route 20 and at its intersection with extended Jim Dahmer (north of the Tollway) shall be installed if and when warranted.

8.2.2 Business Park - Timing of Improvements.

8.2.2.1 Construction of Brier Hill Road.

Brier Hill Road, from the north line of the Property (excluding that portion adjacent to the proposed Tollway improvements) to its intersection with U.S. Highway 20, including such improvements (excluding signalization) at such intersection as shall be required, shall be substantially completed prior to issuance of the first occupancy permit for any building in the Business Park unless such improvements are delayed as a result of weather, government delays or other events of *force majeure*.

8.2.2.2 Construction of Corporate Parkway.

The street labeled "Corporate Parkway" on the Preliminary Development Plan, from Brier Hill Road to its intersection with U.S. Highway 20, including such improvements (excluding signalization) at such intersection as shall be required, shall be substantially completed prior to issuance of the first occupancy permit for any building in the Business Park unless such improvements are delayed as a result of weather, government delays or other events of *force majeure*.

8.2.3 Residential Parcel – Timing of Improvements.

8.2.3.1 Primary Entrance.

The "Primary Entrance" labeled on the Preliminary Development Plan, the street leading to the Primary Entrance, and all improvements required at the intersection with Big Timber Road (excluding signalization) shall be substantially completed prior to issuance of the first occupancy permit for any building in the Residential Parcel unless such improvements are delayed as a result of weather, government delays or other events of *force majeure*.

8.2.3.2 Henning Road Construction.

Hennig Road, and such other local streets as may be necessary to complete a thoroughfare to the "Primary Entrance" roadway, shall be substantially completed from the north Property line to Big Timber Road prior to issuance of the first occupancy permit for any building in the Residential Parcel, unless such improvements are delayed as a result of weather, government delays or other events of *force majeure*.

8.3 County Transportation Impact Fee.

Owner shall be responsible to pay any and all amounts assessed under the Kane County Transportation Impact Fee ordinance. To the extent the Village receives any credits or funds from Kane County for infrastructure installed or to be installed by Owner, Village shall pay such amounts directly to the Owner.

8.4 Village Transportation Planning and Roadway Improvement Fee.

The Residential Parcel shall be subject to and shall pay a Transportation Planning and Roadway Improvement Fee of \$1,636 per dwelling unit as required under the Village's 2003 Transportation Plan. The Developer of the Residential Parcel shall advance, within 30 days of invoice from the Village, an amount equal to the Village's out-of-pocket cost to prepare a design study for the improvement of the intersection of U.S. Highway 20 and Big Timber Road, provided all such funds advanced shall be credited to the Developer's Transportation Planning and Roadway Improvement Fee due hereunder and that the maximum advance required to be paid by the Developer shall not, in the aggregate, exceed \$179,960.00

The parties acknowledge that certain elements of the roadway infrastructure serving the Property would not typically be a cost borne by the Property but would be paid by the Village utilizing such impact fees, but that Owner has agreed to construct or pay for such improvements in order to facilitate development of the Property and other properties within the area. To the extent the Village collects Transportation Planning and Roadway Improvement Fees from any owner of the Property, or any owner of the properties depicted on **Exhibit "R"** attached hereto as the "Crown East Parcel, and the "KB Homes Parcel," such fees shall, before being utilized for any other purpose, be used first to acquire and develop all required roadway improvements at the intersection at U.S. Highway 20 and Big Timber Road and then to acquire and develop Ketchum Road and its intersection with Proposed Brier Hill Road as Extended as described in Section 9.3.9.3.5 below. If, on the 6th anniversary of this Agreement, work has not commenced on the Tollway interchange improvements referenced in Section 8.1 hereof, such fees

shall no longer need to be used first to acquire and develop Ketchum Road and its intersection with Proposed Brier Hill Road as Extended.

IX. DEVELOPMENT PROVISIONS

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

9.1 Design Criteria.

Except as modified by Exhibit "L," the Brier Hill Crossing Design Criteria and the Roadway Geometric Criteria described in **Exhibit "S"** attached hereto shall be the standard for development within the Property. To the extent any provision of this Agreement or any Village ordinance now or hereafter in effect conflicts with the Brier Hill Crossing Design Criteria, the Brier Hill Crossing Design Criteria shall control.

9.2 Drainage.

9.2.1 Detention Basins.

The maximum planned depth of any storm water detention or retention area shared shall not normally exceed 10 feet, notwithstanding Village ordinances to the contrary. In all instances, the design of any detention area shall be both functional and safe.

9.3 Roads and Streets.

9.3.1 Streetlights.

Streetlights within the Business Park shall be uniform and, to the extent possible, consistent with the streetlight guidelines attached hereto as **Exhibit "K."**

9.3.2 Business Park Sidewalks.

Sidewalks and walking paths shall not be required within the Business Park. At Owner's discretion, where deemed appropriate, walking paths or sidewalks may be installed within the Business Park. The design and material selection for any such walking path or sidewalk shall be determined by the Owner. Where deemed appropriate by the Owner, sidewalks and walking paths may be located within the public right-of-way. All walking paths and sidewalks within the Business Park shall be maintained by the Business Park's owner's association unless they serve individual buildings, in which case they shall be maintained by the owner of such buildings.

9.3.3 Residential Parcel Sidewalks.

Owner shall be required to make all sidewalks continuous through vacant lots before the streets in the Residential Parcel may be accepted by the Village; and provided, if not sooner completed, Owner shall install a continuous sidewalk through any and all vacant lots in any Phase of the development of the Residential Parcel at such time as a certificates of occupancy shall have been issued for 80% of the residential units planned for such Phase. In any event, the Village shall not be obligated to accept any sidewalks until continuous sidewalks have been installed throughout the development, in accord with the Preliminary Development Plan. Owner may obtain a building permit for a lot prior to the time a sidewalk is built up to the boundaries of or across the lot;

provided, however, that Owner shall not be excused from installing such sidewalk thereafter. Concrete sidewalks shall not be installed between November 15th and April 15th.

9.3.4 Traffic Impact Analysis.

The Traffic Study makes certain design recommendations as to roadway improvements, some of which are Owner's responsibility under this Agreement. To the extent such recommendations relate to improvements that are Owner's responsibility herein and provide design detail not contained on the Preliminary Development Plan, the referenced study shall be deemed to supplement and clarify the Preliminary Development Plan and such recommendations are incorporated into the Preliminary Development Plan as if set forth in full therein.

9.3.5 Pavement Design.

The road pavement within the Property shall be developed in accordance with the standards set forth in **Exhibit "L."**

9.3.6 Cul-de-sacs.

The maximum length of any cul-de-sac in any area of the Business Park shall be 1200 feet. Any cul-de-sac in the Residential Parcel shall conform to the maximum length permitted under the Village's Subdivision Ordinance.

9.3.7 Block Design.

Section 7-4-3 – "Block Standards" of the Village Subdivision Ordinance shall not apply to the Property.

9.3.8 Vacation of Roadways.

The Corporate Authorities shall enact an ordinance or ordinances vacating those portions of Brier Hill Road and Henning Roads within the boundaries of the Property at such time as a substitute roadway has been constructed, as described in the Preliminary Development Plan or when, in the discretion of the Village, there is an adequate alternate route to handle traffic.

9.3.9 Street Design.

9.3.9.1 Streets, Roads and Rights-of-way - the Property.

All streets constructed within the Property shall be dedicated public streets unless expressly provided to the contrary herein and all streets shall be constructed in accordance with the Village's ordinances as modified by the terms of this Agreement, including the Preliminary Development Plan. Streets, lanes and easements within retail developments shall, at Owner's election, not be considered streets for purposes of this Section and in such cases, shall be retained in private ownership. The Owner shall have no obligation to make roadway improvements or dedications of right-of-way to the Village for roadway improvements except as provided for in

this Agreement, the Final Development Plans and the Final Engineering Plans. Except as to Brier Hill Road, as provided below, the Owner shall have no obligation to construct any streets or roads (whether publicly or privately owned), or to dedicate any rights-of-way for street or road purposes to the Village, unless a Final Development Plan / final subdivision plat encompassing the area in which the streets, roads or rights-of-way are to be located has been approved by the Village. All new public streets to be constructed within the Property shall be constructed in accordance with the requirements of this Agreement, based upon the proposed usage of such streets.

9.3.9.2 Streets, Roads and Rights-of-way - the Residential Parcel.

To the extent the following provisions are inconsistent with the provisions of the Village Subdivision Ordinance, the following provisions apply to the Residential Parcel.

9.3.9.2.1 Collector Streets.

For purposes of interpreting the Village Subdivision Ordinance, there shall be no Collector streets within the Residential Parcel other than that portion of the street entering the Residential Parcel between the Big Timber Road entrance to the Residential

Parcel and the second intersection from the Big Timber Road entrance.

9.3.9.2.2 Local streets.

Except as provided in Section 9.3.9.2.1 above, all streets, roads and rights-of-way within the Residential Parcel shall be deemed "Local streets" for purposes of interpreting the Village Subdivision Ordinance.

9.3.9.2.3 Curb and Gutter.

Curb and Gutter within the Residential Parcel shall be B-6.12 curb and gutter and Owner may "saw-cut" the curb and gutter as part of its construction program..

9.3.9.2.4 Minimum Standards for Street Design – Minimum Horizontal Curve Radius.

The minimum horizontal curve radius for a street is 120 feet.

**9.3.9.2.5 Minimum Standards for Street Design –
Minimum Tangent / Local Streets Only.**

The minimum tangent between reverse curves on any local, residential street shall be 0 feet.

9.3.9.2.6 Minimum Diameter of Cul-de-Sacs.

The minimum diameter of any cul-de-sac shall be 120 feet with a 100 foot pavement.

9.3.9.3 Streets, Roads and Rights-of-way - the Business Park.

To the extent the following provisions are inconsistent with the provisions of the Village Subdivision Ordinance, the following provisions apply to the Business Park.

9.3.9.3.1 Streets.

All streets, roads and rights-of-way within the Business Park other than Brier Hill Road will be deemed as “local streets” for purposes of interpreting the Village Subdivision Ordinance. Brier Hill Road will be deemed as a “collector street” for purposes of interpreting the Village Subdivision Ordinance.

9.3.9.3.2

Minimum Horizontal Curve.

The "Minimum Horizontal Curve" radius for Local Streets shall be 180 feet. Provided, the minimum radius for Brier Hill Road shall be 750 feet (with a 2% superelevation – 45 mph design speed).

9.3.9.3.3

Minimum Aggregate Thickness of Streets.

The "Minimum Aggregate Thickness" for pavement within the Business Park shall be as described in Exhibit "L."

9.3.9.3.4

Recreational Area Drives and Driveways.

Drives and Driveways identified by the Owner as being temporary in nature and which serve recreational areas within the Business Park may be constructed with crushed stone or gravel and need not be paved.

9.3.9.3.5

Reservation of Right-of-Way.

The Preliminary Development Plan identifies a possible right-of-way on the Property ("Proposed Brier Hill Road as Extended") to be connected with a new road

the Village is considering acquiring and constructing ("Ketchum Road Extended"). The Village shall without cost or expense to Owner acquire the right-of-way for Ketchum Road Extended, and improve the right of way so as to provide a connection with Proposed Brier Hill Road as Extended, Owner shall not be responsible to improve (or acquire) right-of-way for Ketchum Road Extended (including that portion lying north of Big Timber Road and not within the boundaries of the Property). The Village shall undertake all improvements mandated for Ketchum Road Extended, including but not limited to widening, turn lanes, acceleration/deceleration lanes, and signalization, as same are determined to be necessary, without any cost or assessment to the Owner. If or when said connection has been constructed, that portion of Ketchum Road Extended lying north of Big Timber Road shall be known or continue to be known as Brier Hill Road. If however the

right of way for Ketchum Road Extended has not been acquired on or before the sixth anniversary of the date of execution of this Agreement, then Proposed Brier Hill Road as Extended shall no longer be deemed a potential right-of-way and Owner may develop the land in the same manner as any other non-dedicated land within the Property.

9.3.9.3.6

Final Lift.

Owner shall install the final lift on all streets in the Business Park no later than the end of 3 years after installation of the binder course.

9.3.9.3.7

Street Names.

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

9.3.10 Entry Monuments.

Permanent entry monuments, bus shelters and landscape elements and improvements may be constructed within easements upon private property or upon right-of-way provided any such monument shall not interfere with utilities, shall not interfere with sight lines for traffic movements and shall include within its identification the name "Hampshire."

9.3.11 Street Maintenance.

Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, Owner shall perform the following tasks: (i) inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site; (ii) periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations; (iii) take reasonable steps to control dust as needed while construction activities are occurring on the site; and (iv) at all times after opened by the Owner for public use and prior to issuance of the Village's Certificate of Completion of any street constructed in the Subdivision, within 12 hours following an accumulation of 1 inch or more of snow thereon in any 8 hour period, cause such street to be plowed, the snow

cleared therefrom, and the street to be de-iced. Prior to opening a street for public uses, Owner's obligation to plow shall be limited to providing access to construction sites for emergency vehicles. In the event that the Village certifies completion of any such street after Village has committed to purchase de-icing chemicals for the coming winter and the street has been opened by the Owner for public use, Owner shall continue to provide snow removal and de-icing for said streets throughout that winter. Village will perform such plowing and de-icing if notified before purchasing de-icing chemicals for the coming winter and provided the Village is reimbursed in full for all costs incurred to do such plowing and de-icing.

9.3.11.1 Site Control Escrow.

As security for such obligations, and as a condition of approval of the first Final Plat for within the Residential Parcel, or the issuance of any grading permit therefore as the case may be, Owner shall make a deposit with the Village Clerk in the sum of \$5,000.00 as and for a "Site Control Escrow."

9.3.11.2 Village Performance of Obligations

In the event Owner fails to clean or snow plow the streets, mow weeds, control dust and pick-up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Section, or within 24

hours after receipt of notice from the Village of Owner's failure to comply with the provisions of this Section, then the Village may perform, or contract with others to perform, such undertaking and deduct from the Site Control Escrow the costs thereof. Owner shall, within 15 business days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain the same at a \$5,000.00 balance.

9.3.11.3 Return of Funds Remaining on Deposit.

All sums then remaining on deposit with the Village pursuant to this Section shall be returned to Owner upon final acceptance of all public improvements within the Residential Parcel by the Village, or upon completion of the development in accordance with the last Final Plat thereof, whichever shall be the last to occur.

9.3.12 Street Lighting within the Residential Parcel.

Owner shall provide street lighting at all intersections of subdivision streets with other roadways within the Residential Parcel in accordance with the requirements of the Illinois Department of Transportation; and also, shall provide lighting of public streets within the Residential Parcel in accordance with the Hampshire Municipal Code, Section 7-3-8, and in the style of light standard shown on Exhibit "I." Upon installation and

acceptance by the Village, the Village shall be responsible for maintenance of said lighting.

9.3.13 Residential Parcel - Installation of Street Lighting and Signage.

No occupancy permit for any property within the Residential Parcel shall issue until street signs and traffic control signs have been installed and street lights have been installed and are fully operational. No building permit for any residence on the Residential Parcel shall be issued unless and until temporary street signs (in a form reasonably approved by the Village Engineer) have been installed.

9.3.14 Streets within the Residential Parcel - Final Lift.

Owner shall have the right, but not the obligation, to install the final lift of surface course to roadways within any Phase of the Residential Parcel in which 80% or more of the dwellings have been issued occupancy permits; provided, the Village may, upon request of Owner, agree to a lesser percentage of such dwellings within any Phase for purposes of this Section. After completion of the construction and/or acceptance of any street or road within the Residential Parcel by the Village, and if construction traffic of Owner or its agents or employees continues to utilize said street or road, Owner shall be responsible for keeping the street or road free from construction debris, and further, Owner shall be responsible for repair of damages to the street or road caused by such construction traffic of its agent and employees.

9.3.15 Street Names within the Residential Parcel.

Owner shall submit to the Village for approval, prior to approval of any Final Development Plat relating to the Residential Parcel, a list of street names for all streets shown on the Preliminary Development Plan.

9.4 Acceptance of Public Improvements within the Residential Parcel.

Village shall accept all or any particular public improvement(s) in the Residential Parcel, or any Phase thereof, including but not limited to streets, detention/retention facilities, water main, sanitary sewers and sidewalks, one year after completion of such improvement and satisfactory inspection of same by the Village and otherwise pursuant to the provisions of Section 7-5-1(C) of the Village Code. Provided, however, the Village shall not accept any public street in the Residential Parcel, or any Phase thereof, unless and until at least 80% of the Phase within which it is located has been built out and the final lift has been installed and satisfactory inspection of same by the Village has been completed. For purposes of this Section, a Phase of the Residential Parcel shall be considered to be 80% built out when a final certificate of occupancy has been issued by the Village for not less than 80% of the total number of dwelling units planned for the respective Phase. From and after the time of acceptance of any such improvements by the Village, the Village shall then maintain said improvements, subject to the requirements imposed on Owner pursuant to Section 7-2-4(D) of the Village Code, requiring a maintenance bond for a period of one year after such acceptance.

9.5 Acceptance of Public Improvements within the Business Park.

Village shall accept all or any particular public improvement(s) in the Business Park, or any Phase thereof, including but not limited to streets, detention/retention facilities, water



main, sanitary sewers and sidewalks, one year after completion of such improvement and satisfactory inspection of same by the Village and otherwise pursuant to the provisions of Section 7-5-1(C) of the Village Code.

9.6 Residential Appearance Standards.

9.6.1 Monotony.

Owner agrees to apply and enforce the monotony standards set forth on **Exhibit "M"** throughout the development of the Residential Parcel.

9.6.2 Landscape Plan.

Landscaping for the Residential Parcel shall be in accordance with the Landscape Plan attached hereto as **Exhibit "N"** and no Village Ordinance regarding landscaping or the preservation of trees shall apply to the Residential Parcel; and

9.7 Residential Parcel – Occupancy Permits.

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

by the Village, Surety to secure completion of said improvements as provided in Section 9.12.5 has been posted.

9.8 Trees within the Residential Parcel.

Owner shall be responsible for the planting, live growth and preservation of planted trees for any lot for a period of time equal to one year after issuance by the Village of the final occupancy permit for any residence on such lot; provided, as to any vacant lots or lots which Owner conveys to a third party, such third party shall assume the responsibility for trees described in this Section. Any tree inspections conducted by Village shall not be performed by outside consultants or, if performed by outside consultants, the cost of such inspections shall not be the responsibility of Owner. Delays in planting or replacing trees shall not be a reason for denying a permit if such delay is to take advantage of prime planting times such as autumn.

9.9 Trees within the Business Park.

Within the Business Park, Owner shall be responsible for the planting, live growth and preservation of planted trees for any Buildable Lot for a period of time equal to one year after issuance by the Village of the final occupancy permit for any building on such Buildable Lot; provided, as to any vacant lots or lots which Owner conveys to a third party, such third party shall assume the responsibility for trees described in this Section. Any tree inspections conducted by Village shall not be performed by outside consultants or, if performed by outside consultants, the cost of such inspections shall not be the responsibility of Owner. Delays in planting or replacing trees shall not be a reason for denying a permit if such delay is to take advantage of prime planting times such as autumn.

9.10 Buildable Lots.

9.10.1 Buildable Lot Defined.

A Buildable Lot shall be a single parcel of land which may be legally described as such or may be 1 or 2 or more numbered lots or parts of such lots in a recorded subdivision plat, and occupied by or intended for occupancy by, one principal building or principal use, together with accessory buildings and uses, yards, and other open spaces. In applying any lot criteria or requirement under the Village Zoning Regulations or the Village Subdivision Ordinance, such criteria and requirements shall be applied to a Buildable Lot and not individual recorded lots within a Buildable Lot.

9.10.2 Business Park Buildable Lot.

Buildable Lots within the Business Park shall be a minimum of 40,000 square feet of land, and have a minimum frontage of 100 feet. Buildable Lots within retail areas of the Business Park shall not be subject to the foregoing minimum area and frontage if such Buildable Lots have access to public streets by means of frontage or permanent easements.

9.10.3 No Subdivision or Resubdivision of Buildable Lots Required

Notwithstanding any provision of any Village ordinance to the contrary, specifically including the Village Zoning Regulations and the Village Subdivision Ordinance, a Buildable Lot shall be determined by the owner thereof and may be created and conveyed to a third party without seeking subdivision approval, provided it otherwise meets the minimum

standards set forth herein, including but not limited to perimeter or other sufficient easements for Village and public utility purposes.

9.11 Ordinance and Building Code Amendments and Fees.

9.11.1 Current Ordinances to Apply.

All land development activities within the Business Park and all improvements and buildings constructed within the Business Park during the term of this Agreement shall, except as expressly provided to the contrary herein, be constructed in compliance with Village ordinances and the Village Building Codes in effect as of the date hereof. Except as to adoption of approved updates to the International Code Council Codes (anticipated for 2006), with the amendments thereto adopted by the Village as part of the 2000 International Code Council Codes (which Codes and amendments thereto constitute the Building Codes currently in effect in the Village), subsequent amendments to such codes and regulations adopted during the term hereof shall not apply to the Business Park or the improvements and buildings constructed within the Business Park unless they are changes to the Village Building Codes mandated by the Village Board for life safety purposes in which case any such change shall not take effect for a period of 6 months from the adoption of such change by the Village. The parties recognize that the Village desires to achieve a better IPO fire safety ranking and adoption and enforcement of such updated codes is a critical element in achieving same.

All land development activities within the Residential Parcel and all improvements and buildings constructed within the Residential Parcel during the term of this Agreement shall, except as expressly provided to the contrary herein, be constructed in compliance with Village ordinances and the Village Building Codes in effect from time to time, provided however that no change in Village Building Codes of general applicability shall take effect as to the Residential Parcel for a period of 6 months from the adoption of such change by the Village.

Notwithstanding the foregoing, any amendment to the Village Zoning Ordinance and the Village Subdivision Ordinance that would be inconsistent with this Agreement, the Development Ordinance, the Preliminary Development Plan or the zoning, uses and development of the Property approved in this Agreement shall not apply to the Property to the extent of such inconsistency, provided, however, that if any provision of any code, ordinance, rule or regulation of the Village, or any interpretation of any of the foregoing, is hereafter adopted, amended or otherwise changed so as to be less restrictive upon the Owner with respect to development of the Property, or more beneficial to the Owner with respect to such development, than is the case under the provisions of this Agreement, then at the option of Owner, such less restrictive or more beneficial provision or interpretation shall control.

9.12 Building and Other Permits.

9.12.1 Review and Issuance of Permits and Approvals.

9.12.1.1 Application for Building Permits.

Except as expressly provided elsewhere in this Agreement, following Village approval of a Final Development Plan or final plat for a particular Phase of the Property, application may be made for, and the Village shall issue, within 15 business days after date of receipt of said application, building permits in the Residential Parcel and within 45 days after receipt of a complete application, including a site plan, for any other portion of the Property, to allow construction to begin upon portions of the Property in such Phase, provided that, in any case, the application complies with the provision of this Agreement and all requirements of the Village ordinances as modified by this Agreement. No building permit shall be issued within an area lacking temporary street signs. Owner shall be notified immediately if a submitted application is incomplete.

9.12.1.2 Disapproval.

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

9.12.1.3 Final Engineering Plans.

Village agrees within 30 days of its receipt thereof to review and comment upon any final engineering plans submitted by Owner for any Phase of the development, and to approve the submittal within 45 days of receipt of a fully complying set of plans. Village shall review any IEPA application prepared for filing by Owner within 10 business days of Village's receipt of same, provided, however, that after the time of such submittal, review of Owner's final engineering plans makes necessary a change or changes to the IEPA permit application, Owner shall be solely responsible for filing an amended application with IEPA and/or preserving with IEPA the log number and priority position of said application for purposes of IEPA review and approval.

9.12.1.4 Preliminary Grading Plans.

The Village shall, within 30 days of receipt of an application for a grading permit, review preliminary grading plans submitted by Owner, and shall approve the submittal within 45 days of receipt of a fully complying set of plans.

9.12.1.5 Statement of Disapproval.

If the application or the plans (including engineering plans) are disapproved, the Village shall provide the applicant with a

statement in writing specifying the reasons for denial of the application or the plans.

9.12.1.6 Resubmission.

Owner shall thereafter resubmit the application or plans, as the case may be, and Village shall, within 30 business days of receipt of same, review the changes made to the application or plans. It is the intent of the parties that there not be a re-review of the entire application or set of plans, but of only the corrections made by the Owner and such other parts of the plan which can be reasonably deemed necessary to be reviewed in order to review the changes made.

9.12.2 Residential Parcel - Master Building Permit Application.

The Owner shall have the right to submit a master building plan for each different model of dwelling unit to be constructed on the Residential Parcel.

9.12.2.1 Modifications of Master Building Plan.

Subsequent to the approval of any master building plan as aforesaid, no further submission or approval of building plans shall thereafter be required for the issuance of a building permit for the construction of any building pursuant to an approved master building plan; provided, that if the plan for any particular building contains modifications from the Master

Building Plan, then the Rules of Section 9.12.1 above shall apply.

9.12.2.2 No Waiver.

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

9.12.3 Early Permit Application

Owner may apply for building permits to begin construction upon portions of the Property prior to the availability of storm sewer, sanitary sewer, paved streets and water facilities to serve the structures to be constructed upon such portions of the Property. The Village shall grant such applications to portions of the Property other than the Residential Parcel, with the understanding that no occupancy permits shall be issued to such applicant until the availability of such utilities is demonstrated (in determining the availability of water service, the existence of storage shall not be necessary provided the well and the pump system for the well have been installed and are operating). If Owner seeks such a connection prior to completion of the contemplated water storage, the Village Engineer may specify, as a condition to such connection, that a booster pump to the existing storage facility at Gast Road, or other storage be available at no expense to the Village, to temporarily eliminate the need for 24 hour operation of the well pump, until the new

storage tank required under this Section is completed. The Village shall grant applications for building permits within the Residential Parcel for no more than 10 model homes, together with 25 units, prior to the availability of such utilities being demonstrated (in determining the availability of water service, the existence of storage shall not be necessary provided the well and the pump system for the well have been installed and are operating and, if required by the Village Engineer, a booster pump or online storage is available to eliminate the need for 24 hour operation of the pump) and a binder course on the applicable roadways serving such units has been installed. No occupancy permits shall be issued within the Residential Parcel until the availability of such utilities is demonstrated (in determining the availability of water service, the existence of storage shall not be necessary provided the well and the pump system for the well have been installed and are operating and, if required by the Village Engineer, a booster pump or online storage is available to eliminate the need for 24 hour operation of the pump). Occupancy permits for any such buildings in those portions of the Property not included in the Residential Parcel will remain subject to the provisions of Section 9.12.4 below.

9.12.4 Occupancy Permits within the Business Park Prior to Completion of Certain Improvements.

It is acknowledged that weather conditions, construction schedules, and other matters may make appropriate the issuance of building and

occupancy permits prior to completion of subdivision improvements within the Business Park. The Village shall grant occupancy permits for buildings at such time as subdivision improvements within a Phase having Final Development Plan Approval (excluding street lights and final surface) are substantially complete notwithstanding the fact that private site improvements (for example: parking lot or landscaping) are not fully complete. Owner agrees that the binder course in a parking lot will be substantially completed within 6 months of the issuance of an occupancy permit for the improvement it serves. If requested to do so by the Village, Owner will provide Surety assuring completion of such uncompleted improvements, which Surety may be posted for the entire Business Park, or such smaller tract as the Owner may designate.

9.12.5 Occupancy Permits within the Residential Parcel Prior to Completion of Certain Improvements.

It is acknowledged that weather conditions, construction schedules, and other matters may make appropriate the issuance of building and occupancy permits prior to completion of the final street surface within the Residential Parcel. The Village shall grant occupancy permits for buildings at such time as subdivision improvements within a Phase having Final Development Plan Approval (excluding final surface) are substantially complete notwithstanding the fact that private site improvements (for example: parking lot or landscaping) are not fully complete. If requested to do so by the Village, Owner will provide a

Surety in the amount of \$50,000.00 which will remain posted with the Village until the last unconditional occupancy permit is issued within the Residential Parcel, the purpose of said shall be to assure completion of all such uncompleted improvements on all residential units.

9.13 Land Development.

The Property shall be subject to the current Village ordinances regulating the subdivision and development of land except as expressly modified by this Agreement.

9.13.1 Installation of Utilities.

Utilities within a Phase need not be looped if the utility as designed for the Phase will provide adequate service and evidence is provided that the design is in accordance with good engineering practice and that the utility systems for the entire Property will, when constructed, comply with applicable ordinances as modified by this Agreement. Unless physically necessary to serve a Phase, the Owner shall have no obligation to construct water mains and sanitary sewer lines unless a Final Development Plan and Final Engineering Plan encompassing the area in which any such lines are to be located has been approved by the Village, and the Owner has undertaken the development of such area. Provided, however, in the event that the owner(s) of an adjacent property is reasonably required to connect to any of said utilities and can do so within established rights-of-way, and easements within the Residential Parcel, Owner shall grant a right of access and construction within said easements to such adjacent owners. No obligation to grant any third

party rights of access and construction on the Property for utility purposes shall exist prior to the existence of recorded rights-of-way and easements, unless mutually agreed to by Owner and Village.

9.13.2 Rights-of-way.

In the event that the Owner determines that additional off-site rights-of-way may be necessary to complete or provide service to the road and utility infrastructure on the Property in the most economic manner and accordance with good design and good engineering practices, the Village will exercise all reasonable efforts and all legal means to obtain such rights-of-way or easements and to use its eminent domain powers, if necessary. If alternate routes are available, the choice of route shall be the Owner's. Owner shall be responsible for all costs and expenses in connection with the Village obtaining such rights of way and easements including legal fees, court costs and awards. To the extent such rights-of-way and easements benefit other properties, all or an applicable portion of the sums paid by the Owner may be recaptured in the manner set forth in Section 7.2.

9.13.3 Completion of Improvements.

Subdivision improvements shall be completed in the normal course of the development of the Property and need not be completed within a certain amount of time after the approval of the Preliminary Development Plan. Owner agrees that subdivision improvements within any Phase of the Residential Parcel will be completed no more than 2

years after approval of the Final Development Plan or final plat for said Phase (excluding the final "lift," work that could not be performed due to force majeure and minor "punch list" items) with the final lift being completed no more than 3 years after approval of the Final Development Plan or final plat for said Phase unless delayed for reasons of force majeure. Owner agrees that subdivision improvements within any Phase of the Business Park will be complete no more than 3 years after approval of the Final Development Plan or final plat for said Phase (excluding work that could not be performed due to force majeure and minor "punch list" items).

9.13.4 Acceptance of Improvements.

Within 45 days after (i) receipt of notice from Owner that certain of the public improvements for a Phase of development of the Property have been completed, (ii) delivery to the Village of all required documentation in regard to such improvements, consistent with the final engineering plans and specifications for such Phase, and (iii) according to usual and customary engineering practices, weather permitting, the Village Engineer shall inspect said improvements and indicate, in writing, either his approval or disapproval of the same. Subject to the conditions (i), (ii) and (iii) expressed above, the Village's failure to respond within 45 days of the Owner's request shall be deemed a full acceptance of said improvements. The Village Engineer's review and inspection of the public improvements shall be based on the standards set

forth in the Final Engineering Plans for the Phase in question. If such improvements are not approved, the reasons therefore shall, within said 45 day period, be set forth in a written notice to Owner. Said reasons shall relate to defects in labor and materials and not to items in the nature of general and ordinary maintenance. Upon Owner's correction of the items set forth in said notice, the Village Engineer, at Owner's request, shall re-inspect the improvements to be corrected and either approve or disapprove said improvements, in writing, within 20 days of receipt of Owner's notice requesting said re-inspection. As public improvements are partially completed and paid for by the Owner, the relevant letter of credit or performance bond deposited by Owner with the Village shall be proportionately reduced on an individual improvement-by-improvement basis. Such reduction shall be made and approved by the Village within 45 days after such public improvements are completed and paid for by the Owner. The Owner shall be under no obligation to renew or replace a letter of credit or a bond related to work for which a request for release has been made and has not been responded to within the time periods herein provided. Provided, in any case, Owner shall also deliver a copy of any notice under this sub-section directly to the Village Engineer.

9.13.5 Surety for Public Improvements.

Owner shall post such Surety for public improvements as is required, provided however that no such Surety shall be required for public improvements funded with special service area or other municipal bonds.

9.13.6 Surety for Private Improvements.

Surety for private site improvements shall not be required within the Business Park.

9.13.7 Construction Trailers.

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

9.13.8 Construction Hours.

Construction activities within the Business Park shall be conducted between the hours of 6:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. Construction activities within the Residential Parcel shall be conducted between the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. Construction performed within enclosed structures shall not be limited.

9.13.9 Development Standards.

The following special conditions of development shall apply:

9.13.9.1 Land Development Activities.

Owner may at its own risk, after approval of the Preliminary Development Plan and subject to the issuance of a mass grading permit (the requirements for which are listed on Exhibit "X" attached hereto and made part hereof) perform

general land development activities on the Property prior to subdivision or Final Development Plan approval by the Village, which activities shall include, at a minimum: construction of a temporary haul road for construction vehicles and equipment, extension of utilities, construction of model homes, and installation of sales trailers and signage, and the Grading and Site Development Work described below, in and upon the Property, provided the same is undertaken at the risk of the Owner. Surety may be required of Owner as a condition precedent to the commencement of any such work. Proper erosion control means will be installed and maintained by Owner during and after any grading operations.

Any time after the execution of this Agreement, and prior to approval of final subdivision plats for the Property, or parts thereof, Owner may at its own risk undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading ("Grading and Site Development Work") in and upon the Property or portions thereof. Owner shall not undertake such work, except with the Village Engineer's prior approval of appropriate plans containing sufficient information to demonstrate that the work will be accomplished in accordance with sound engineering practices and all applicable

regulations. The Village Engineer's prior approval shall be evidenced by the issuance of a mass grading permit.

Additionally, the Owner shall be required to take such action as may be necessary to assure that such work ultimately complies with the approved final engineering plans for the Property. Prior to commencing work hereunder, Owner must obtain all necessary permits for such work from any applicable government agency other than the Village. Owner agrees to indemnify, defend and hold harmless the Village and its Corporate Authorities, officers, agents, employees and consultants (collectively, the "Indemnitees") from all claims, demands, liabilities, costs and expenses incurred by or brought against all or any of the Indemnitees as a direct and proximate result of the mass Grading and Site Development Work permitted under this Section.

9.13.9.2 Storm Water Control.

Village and Village's consultants have reviewed the proposed development of the Property in light of the requirements of the Kane County Storm Water Management Ordinance (the "Kane County Ordinance") and have determined to their satisfaction that the proposed development of the Property complies with the Kane County Ordinance. In arriving at this conclusion, Village and Village's consultants reviewed a

report titled "Existing Conditions Base Flood Elevation Determination Report prepared by Manhard Consulting and dated September 15, 2004 and revised October 18, 2004 and a report titled "Proposed Conditions Concept Plan Report" prepared by Manhard Consulting and dated September 17, 2004 and revised November 15th, 2004 (the two reports are hereafter collectively referred to as the "Stormwater Reports"). Village agrees that development of the Property in general conformance with the Stormwater Reports and the additional requirements set forth on Exhibit "Z" attached hereto will be deemed to satisfy all requirements of applicable Kane County storm water management or similar ordinances and that no variance need be sought from any Kane County storm water management or similar ordinances in connection with the development of the Property.

9.14 Landscaping – Business Park.

The following standards shall be the only landscape standards that shall be applicable to the Business Park. No other landscaping standard, tree preservation ordinance, landscape ordinance, or aesthetic control ordinance shall apply to the Business Park.

9.14.1 Streetscape Landscaping.

A streetscape landscape easement shall be established by the Owner on the Final Development Plan for any Phase and shall include all the area within the street right-of-way not paved, plus the adjacent 25 feet of each

adjoining lot, exclusive of driveways, sidewalks, paths, signage mounts and other improvements the Owner deems necessary to place within said 25 foot area. The initial landscaping within the streetscape and entry areas shall be provided by the Owner on a Phase-by-Phase basis (a concept drawing of such landscaping is attached as **Exhibit "O"** as an example of how such landscaping might look). The streetscape landscaping shall be improved with at least 1 deciduous tree not less than 3 inches in caliper (measured 12 inches above ground level at the time of planting) or 1 evergreen or deciduous shrub with a minimum height of 15 inches or 1 ornamental tree not less than 6 feet in height, or any combination thereof, for every 40 feet of street length on each side of a street, excluding any street frontage not included within the Property. All such landscaping shall be installed during the development of a Phase at times selected by the Owner taking into consideration construction schedules, weather and the timing of the development of individual Buildable Lots.

9.14.2 Landscape Standards – Individual Lots within the Business Park.

Individual Buildable Lots will be subject to the Landscape Standards set forth in **Exhibit "H"** - The Use Standards for the Business Park.

9.15 Landscaping – Residential Parcel.

Exhibit "N" sets forth the landscaping plan for the Residential Parcel. No other landscaping standard, tree preservation ordinance, landscape ordinance, or aesthetic control ordinance shall apply to the Residential Parcel.

9.16 Signage.

9.16.1 Business Park Signage.

The Owner shall have the right to construct, install and maintain signs on the Property for the benefit of the Business Park. Signage within the Property benefiting the Business Park shall be regulated by and controlled solely by the Brier Hill Crossing Signage Concept attached hereto as **Exhibit "U."** Any Village ordinance regulating the size, location, type, style, or copy of signs (including directional, informational and street signs) shall not apply to the Business Park or any building within the Business Park. Among the signs for the Business Park that Owner may maintain are up to 5 double-faced 10' x 30' advertising signs which may be maintained anywhere within the Property, provided that all such signs shall be maintained in good condition at all times.

9.16.2 Residential Parcel Signage.

Subject to permits issued in accordance with Village Ordinances, the Owner shall have the right to construct, install and maintain signs on the Property advertising the sale and marketing of the Residential Parcel (including temporary flags for sales events on the model home sites on the Residential Parcel) for a period of five years from the date a permit therefor is first issued. Among the signs for the Residential Parcel that Owner may maintain are up to 3 double-faced 10' x 30' advertising signs which may be maintained anywhere within the Property. Such signs

shall be removed when sales within the Residential Parcel are concluded. The Owner shall be permitted to illuminate the signs, including the signs at entrances to the Residential Parcel and in model areas to ensure their visibility, provided that all such signs shall be maintained in good condition at all times.

9.17 Residential Parcel - Models, Sales and Construction Offices.

9.17.1 Model Home Areas.

Owner shall have the right to construct and maintain multiple model home areas on the Residential Parcel. The Owner shall be required to obtain building permits and certificates of temporary occupancy with respect to such models subject to the other provisions of this Agreement. The Owner may utilize such models as project offices for the marketing of the Residential Parcel. There shall be no overnight occupancy at such models.

9.17.2 Sales Trailers.

The Owner shall have the right to construct and maintain sales offices, including, without limitation, sales trailers, on the Residential Parcel in addition to the models used as sales offices. For purposes of this Agreement, a double-wide trailer shall be considered as one trailer. The Owner shall be required to obtain building permits and certificates of occupancy with respect to such sales office, and temporary structures, subject to the other provisions of this Agreement.

9.17.3 Installation Prior to Final Development Plan Approval.

Notwithstanding any other provision of this Agreement to the contrary other than Section 9.13.9.1 which shall specifically apply, models, sales offices, temporary structures and signs may be constructed and maintained on any portion of the Property prior to approval of a Final Development Plan and the installation of utilities, subject to the restrictions contained herein. The Owner shall be permitted to erect temporary fencing to enclose the areas, including parking areas, around models installed prior to approval of a Final Development Plan and shall be permitted to install exterior lighting approved by the Village for model homes and other temporary facilities.

9.17.4 Temporary Facilities.

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

9.17.5 Notice to Purchasers / Residential Parcel.

At time of contract, Developer shall provide each home purchaser within the Residential Parcel with a statement, mutually acceptable to both Village and Developer, explaining any special service area affecting or expected to affect the home purchaser. In addition, Developer shall, as part of its closing package with any purchaser of property within the Residential Parcel, provide to the purchaser an informational letter stating that there will be various types of construction activity ongoing in the development until final completion, including but not limited to street construction, construction traffic and building on undeveloped lots.

X. DECLARATIONS OF PROTECTIVE COVENANTS.

There shall be recorded against both the Business Park portions of the Property and the Residential Parcel, declarations of protective covenants, conditions, and restrictions. It is contemplated that there may be different covenants for different areas within the Property and that the controls and provisions applicable to the Property may vary. Prior to recording, a copy of each finalized declaration of protective covenants, conditions and restrictions shall be provided to the Village. All protective covenants shall, at a minimum, contain the following provisions:

10.1 Right to Enforce.

The covenants shall contain a provision whereby the Village shall have the right, but not the obligation, to enforce covenants or obligations of the association responsible for common obligations or the owners of the portion of the Property subject to the covenants.

10.2 Entry on to Common Areas.

The covenants shall contain a provision whereby the Village shall have the right, upon 30 days' prior written notice specifying the nature of a default under the covenants, to enter upon any common area and cure such default, or cause the same to be cured at the cost and expense of the association or the owner or owners subject to such covenants to a provision that the Village shall have the right in an emergency situation to demand immediate cure of any default, and no such cure being made, to cure the default or cause the same to be cured at the cost of and expense of the association or the owner or owners subject to such covenants.

10.3 Right to Lien.

The covenants shall contain a provision whereby the Village shall have the right to charge or place a lien upon the property of the association or the owner or owners subject to the covenants for the repayment of such costs and expenses, including reasonable attorneys' fees, incurred in the Village enforcing its rights thereunder.

10.4 No Amendment.

The covenants shall contain a provision whereby any provision of the declaration or the covenants, conditions and restrictions expressly granting rights or remedies to the Village may not be amended without the approval of the Village.

XI. PUBLIC IMPROVEMENT FINANCING

Public improvements within any Phase or all Phases of the Business Park and/or the Residential Parcel (both on-site and off-site, including, but not limited to, storm water, sanitary sewer, water main, street improvements, sidewalks, landscaping, and other public improvements

may be developed utilized either Special Assessment Bonds or Service Area Bonds, as Owner may elect. Dependant on what Owner elects for a particular Phase, the following provisions shall apply:

11.1 Special Assessment Bonds.

For the purpose of constructing and financing public improvements serving the Business Park, both on-site and off-site, including storm water, sanitary sewer, water main, street improvements, sidewalks, landscaping, and other public improvements, Owner may elect to seek public improvement financing for one or more Phases of the Business Park through Special Assessment Bonds. Upon such election for a particular Phase, Village shall: enact all appropriate ordinances or resolutions; form a Board of Local Improvements; make all necessary court petitions; and obtain all required judgments and court approvals necessary to issue special assessment bonds to facilitate the financing of the improvements. Upon such election by Owner, the Village and Owner shall enter into a development agreement providing for: (i) the procedures to be established for the Village Engineer to approve the direct payment of construction costs of the public improvements on a monthly basis as they are constructed; (ii) allocating and apportioning construction and development obligations; and (iii) such other activities that are reasonably necessary to facilitate the engineering, construction, financing, and phasing of the public improvements.

11.2 Business Park Special Service Area Bonds.

For the purpose of constructing and financing public improvements serving the Business Park, both on-site and off-site, including storm water, sanitary sewer, water main, street improvements, sidewalks, landscaping, and other public improvements, Owner may elect

to seek public improvement financing for one or more Phases of the Business Park through Special Service Area Bonds. Upon such election for a particular Phase, the Village shall establish a Special Service Area Taxation District (hereinafter "SSA") having the same boundaries as the Phase in question. The Village shall then issue, in accordance with law Special Service Area Bonds (hereinafter "SSA Bonds") to pay for public improvements (hereinafter the "SSA Improvements") within the SSA as follows: streets (including curbs, gutters, intersection improvements and traffic signalization), water and sanitary sewer collection and distribution lines, detention basins, and certain grading and landscaping). Beginning with the approval of the Final Development Plan for the Phase in question, the Village and Owner shall adhere to the schedule set forth on **Exhibit "P"** with respect to issuance of the SSA Bonds based on estimated engineering costs for the SSA Improvements. The Village shall work with Kane County to assess and collect SSA taxes as they become due, including, if necessary the execution of an intergovernmental agreement providing for collection of SSA taxes by the County, and if for some reason such taxes cannot be collected by the County, Village, working with the Owner, will provide an alternate means of collection with the costs of such collection being paid for out of bond proceeds.

11.3 Residential Parcel Special Service Area Bonds.

The Village shall, at Owner's request, establish a Special Service Area Taxation District for the Residential Parcel (hereinafter "Residential SSA") and one or more Special Service Area Taxation Districts for the Business Park (hereinafter the "Business Park SSA's"). The Village shall issue, in accordance with law, Special Service Area Bonds (hereinafter "SSA Bonds") to pay for public improvements (hereinafter the "SSA

Improvements") within the Residential SSA and shall issue, in accordance with law, SSA Bonds to pay for public improvements (hereinafter the "Business Park SSA Improvements") within the Business Park. The SSA Bonds for each SSA shall be for the following public improvements within the respective SSA: streets (including curbs, gutters, intersection improvements and traffic signalization), water and sanitary sewer collection and distribution lines, detention basins, and certain grading and landscaping). Upon approval of the Residential Final Development Plan (as to the Residential SSA) or the Final Development Plan (as to any Phase of the Business Park, the Village and Owner shall adhere to the schedule set forth on **Exhibit "P"** with respect to the SSA in question and the issuance of the SSA Bonds based on estimated engineering costs for the SSA Improvements within the SSA in question. Beginning with the approval of the Final Development Plan for the Phase in question, the Village and Owner shall adhere to the schedule set forth on **Exhibit "P"** with respect to issuance of the SSA Bonds based on estimated engineering costs for the SSA Improvements. The Village shall work with Kane County to assess and collect SSA taxes as they become due, including, if necessary the execution of an intergovernmental agreement providing for collection of SSA taxes by the County, and if for some reason such taxes cannot be collected by the County, Village, working with the Owner, will provide an alternate means of collection with the costs of such collection being paid for out of bond proceeds.

11.4 "Back-Up" Maintenance Special Service Area.

Village may establish a special service area for maintenance of the areas to be maintained by a property owners' association, if established before the first sale within the proposed special service area. Owner will not object to the establishment of said special service

area. The special service area shall remain “dormant” unless and until the Village determines that the areas in question are not being maintained as required by this agreement and applicable law. The Village shall set the maximum tax rate for this area based on the Village’s estimate of the expense for maintenance of such improvements.

XII. FEES AND DONATIONS

Notwithstanding any provision of any Village ordinance now or hereafter in effect, Owner shall not be required to pay any annexation, rezoning or acreage fees other than fees paid to date and the following fees:

12.1 Annexation and Zoning Fees Waived.

Owner shall not be obligated to pay any annexation or zoning fees.

12.2 Municipal and District Donations and Impact Fees.

12.2.1 The Residential Parcel.

As to the Residential Parcel, Owner agrees to pay such other land/cash contribution, and other impact fee requirements, for schools, parks, public sites, library, fire protection, and transportation, a transition fee, and such other fees which may be adopted by the Village during the term of this Agreement, as are otherwise of general applicability throughout the Village. Provided, however, the amounts of such donations and impact fees shall not be increased from those currently in effect, nor shall any such new donations or impact fee adopted by the Village be effective, during the first 5 years from the date of this Agreement, except for an annual increase in the valuation of land for purposes of assessing

the school impact fee, based upon any increase in the CPI, per Village policy.. From and after the commencement of the 6th year after the date of this Agreement, the amounts generally applicable in the Village for such donations and impact fees which are then generally applicable in the Village, shall be due and owing from and shall be paid at the time of approval of any Final Plat of Subdivision. Provided further, Owner shall not be liable to pay any increase in the amount of any such donations and impact fees until a period of 6 months after the time of establishment of any increased amount of such donations or impact fee shall have elapsed. By way of example only, assuming approval of this Agreement on October 1, 2004, donations and impact fees would remain unchanged as to the Residential Parcel through September 30, 2009. At that time, assuming no changes to the types or amounts of such donations and impact fees had been made at any time after April 1, 2009 (within six months of October 1, 2009), the then current types and amounts would be effective as to Owner as of October 1, 2009. If any change had been made, say on April 1, 2009, then the new type or changed amount would become effective as to the Residential Parcel six months later, on October 1, 2009. If any change was made in the type or amount of donations and impact fees applicable generally throughout the Village on July 1, 2009, it would apply to the Residential Parcel six months later, beginning January 1, 2010.



12.2.2 Residential Parcel – School Land Donation Option.

Hampshire East LLC is the owner of two tracts of land consisting of approximately 122.3 acres (of which approximately 103 acres is located on the westerly half of the property commonly known as the Tamms property and the remainder is parcel BB within the proposed Prairie Ridge development) which Owner, Hampshire East LLC and others have designated for school purposes (collectively the "Regional School Site"). Owner has tentatively agreed with Hampshire East LLC that, for good and valuable consideration received from Owner, Hampshire East LLC will contribute the entire Regional School Site pursuant to applicable ordinances, although the area within the Regional School Site exceeds any contribution obligation Hampshire East LLC may have. If such a contribution is made and Owner has provided Village reasonable evidence that it is a joint donor with Hampshire East LLC, the contribution of the Regional School Site shall be deemed to satisfy all of Owner's Land/Cash contributions to District 300 under this Agreement and all applicable ordinances now or hereafter adopted. If for any reason such a contribution is not made, Owner shall make contributions to District 300 of cash in lieu of land in the amounts shown on Exhibit "Q."

12.2.3 The Business Park.

As to the Business Park Parcel, Owner and Village agree that Owner and the Business Park shall not be subject to any municipal or other requirement to donate any property or contribute any sums of money to

satisfy any donation or impact fee obligation, including any road or traffic impact fee, except the Kane County Transportation Fee, or under any ordinance requiring donations or the payment of impact fees to the Village or to any School, Park, or other Special District.

12.3 Municipal Fees.

12.3.1 Wastewater.

Wastewater Treatment Impact Fees (less the Sewer Infrastructure Credit if such fees are being assessed to the Business Park) and connection and/or tap-on fees shall be assessed as described in Section 6.3 and 6.4.

12.3.2 Waiver of Water Supply Fees.

In consideration of Owner commitments under Section 6.2, Owner and the Property shall have no obligation to pay the Village's Water Supply and Storage Impact Fee, the Water Public Use Fee, any public facility fee, any connection or tap-on fee, or any other fee of any type related to the connection to, or use of, the water system other than the normal usage fees applied generally throughout the Village.

12.3.3 Review Fees.

Inspection fees and plan review fees shall be assessed on a case-by-case, and on an actual cost basis, and shall be subject to the provisions of Section 13.4 (regarding reimbursement of Village consultant fees) of this Agreement.

12.3.4 Local Utility Taxes.

Local utility taxes as to telecommunications and natural gas were increased by the Village in June 2004, per Ordinance No. 04-18 and Ordinance No. 04-19, and are currently at the maximum rate allowed by law, and shall not be increased as to any portion of the Property unless and until state law allows a different rate and in any event, not within the first 10 years following the date of this Agreement. Local utility taxes as to electricity may not be amended by the Village within 10 years of the date hereof, as to the Business Park; but as to the Residential Parcel, may be amended by the Village one time within said 10 year period; and then, after the end of said 10 year period, the Village may increase the tax on the privilege of using or consuming electricity, in accord with state law.

12.3.5 Business Park Fees.

Except as provided above, no increase in fees and no new fees, including but not limited to permit fees, application fees and user fees (excepting water and sewer user charges of general applicability throughout the Village) shall be imposed by the Village upon the Business Park during the first 10 years of the term of this Agreement. The only municipal fees applicable to the Business Park are set forth in **Exhibit "Q-1"** attached hereto and made part hereof. Thereafter, the fees shall be the actual fees applicable within the Village at the time of application provided however that no change in fees of general applicability shall take effect

as to the Business Park for a period of 6 months from the date of its adoption by the Village.

12.3.6 Residential Parcel Fees.

No increase in fees and no new fees, including but not limited to permit fees, inspection fees, utility fees, application fees and user fees (excepting water and sewer user charges of general applicability throughout the Village) shall be imposed by the Village upon the Residential Parcel during the first 5 years of the term of this Agreement. The only municipal fees applicable to the Residential Parcel are set forth in **Exhibit "Q-2"** attached hereto and made part hereof. Thereafter, the fees shall be those fees of general applicability within the Village, provided however that no change in fees of general applicability shall take effect as to the Residential Parcel for a period of 6 months from the date of its adoption by the Village.

XIII. IMPLEMENTATION OF AGREEMENT

13.1 Governmental Services.

Owner may, if it deems it necessary or desirable to do so, file a petition for annexation of the Property to any community service district. The Corporate Authorities agree to aid Owner and to cooperate reasonably with Owner in its dealings with any and all applicable governmental bodies and agencies in obtaining utility and other governmental services for the Property. The Corporate Authorities agree to aid and support Owner in any effort it makes to have mail delivered directly to buildings within the Business Park or in any

request Owner makes to the postal authorities in regard to the delivery of mail or the provision of U.S. Mail services.

13.2 No Restriction on Agreement.

Notwithstanding anything to the contrary herein contained or contained in any Village ordinance, it is understood that no amendment to any existing ordinance or code of the Village, nor any enactment of any new ordinance or code, shall result in Owner or the Property being materially restricted or prohibited, during the term of this Agreement, from developing the Property in substantial conformance with this Agreement and the Preliminary Development Plan.

13.3 Permits.

The Village shall cooperate with the Owner, at Owner's expense, in applying for and obtaining such governmental permits and approvals as may be required from time to time to develop the Property in accordance with this Agreement. Such permits and approvals shall include, but not be limited to, those issued or required by the Illinois Department of Transportation ("IDOT"), the IEPA, the United States Environmental Protection Agency (the "USEPA") and the Army Corps of Engineers (the "Corps") for any purpose, including access, construction and use of sewer and water mains, construction and use of roadways (including access points and "curb-cuts") and construction and use of storm water detention areas (within any area selected by Owner, including wetlands).

13.4 Reimbursement of Village Consultant Fees.

Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be

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

13.5 Litigation Brought Against the Village.

13.5.1 The Village agrees to cooperate with Owner in the defense of any lawsuits or claims brought by any person or persons in regard to the following matters: i) this Agreement; ii) the annexation of the Property, or any part thereof; iii) the zoning of the Property; iv) any preliminary or final subdivision plats for the Property; and v) any suit for condemnation for all or any portion of the Property (brought by any other governmental body).

13.5.1.1 In the event of any such lawsuit naming the Village as a party, the Owner may elect to appear and defend the litigation on behalf of the Village in which case the Owner and the Village



shall, by mutual agreement, choose an attorney or attorneys to represent the Village in the case.

13.5.1.2 In the alternative, the Owner may tender the defense of the matters to the Village, in which case the Owner and the Village shall by mutual agreement choose an attorney or attorneys to represent the Village in the case.

13.5.1.3 In either event, the Owner shall reimburse the Village for the costs incurred by the Village in such defense, including reasonable attorneys' fees.

13.5.1.4 The Village and the Owner will cooperate with each other as necessary to defend any such lawsuit.

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

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

13.5.2.2 The Owner shall be liable and responsible for any and all obligations imposed by the terms of any such settlement, except to the extent that such settlement includes any



provision that the Village itself shall pay costs, damages or other monetary award, and such settlement is approved and joined in by the Village. In such case, the Village shall be responsible and liable to pay such agreed costs, damages or other monetary award.

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

13.6 Ordinances.

The Village shall, from time to time, enact such ordinances or amend such ordinances as may reasonably be necessary to carry out and enable the Village to carry out the agreements contained herein. Notwithstanding anything contained herein, any existing or future ordinance of the Village during the term of this Agreement (including any building, zoning, subdivision or development ordinance or regulation) that conflicts with this Agreement or limits the rights granted Owner herein or increases obligations over those contained herein, shall not apply to the Property.

13.7 Certification of Ordinances.

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

13.8 Force Majeur.

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

13.9 Surety.

As used in this Agreement, the term "Surety" shall mean a financial or other commitment to the Village guaranteeing fulfillment of an obligation under Village Ordinances or under this Agreement. Any Surety required of Owner under ordinance or this Agreement may be provided in the form of letter of credit, bond, cash deposit or other reasonable security.

13.10 Minor Variation in Final Development Plan for Landscaping.

During its review of Owner's application, Village identified the need for additional buffering between the Residential Parcel and those properties located along a portion of the southern boundary of the Residential Parcel. At Village's request, Owner will, in its

Final Development Plan for such area, vary from the Preliminary Development Plan in the following manner: lots 356 and 357 shall be increased in width by approximately 10 feet; lots 389 to 403 shall be increased in length by approximately 10 feet; and lots 334 to 349 shall be decreased in length by approximately 5 feet. In addition there shall be an easement, approximately 20 feet in width along the rear of lots 389 to 403 for the purposes of preserving the existing trees in such area and constructing a fence 6 feet in height within the easement. The fence shall be in conformance with the standards established in Exhibit "I" hereto. The parties agree that should the Village request such a modification, it shall be deemed minor and not a material deviation from the Preliminary Development Plan which would require a public hearing under the provisions of the Zoning Code governing Large Scale Business Planned Developments.

13.11 Merger.

The agreements contained herein shall survive the annexation of the Property and shall not be merged or extinguished by the annexation of the Property or any part thereof to the Village.

13.12 Corporate Authorities.

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

13.13 Facilitation of Development.

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

13.14 Expansion of Large Scale Business Planned Development.

The parties acknowledge that adjacent properties may, in the future, be suitable for development as part of this Large Scale Business Planned Development for the Property. Accordingly, the Corporate Authorities agree that an adjacent property may be zoned by the Owner within the Large Scale Business Planned Development Zoning District without meeting the minimum size requirements of the District provided it is designed and developed in such a manner that it complements the Preliminary Development Plan. If any such adjacent property is not then within the corporate limits of the Village, the Corporate Authorities and Owner agree that they will work together to bring the property into the municipal limits pursuant to an annexation agreement having similar terms as this Agreement.

13.15 Enforceability of this Agreement.

This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described.

13.16 Remediation.

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

13.17 Invalidity of Zoning.

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

13.18 Term of Agreement.

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

13.19 Assignment.

If all or a portion of the Property is conveyed, the grantor shall be deemed to have assigned to the grantee any and all rights and obligations it may have under this Agreement which affect the portion of the Property conveyed and thereafter the grantor

shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.

13.20 Time of the Essence.

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

13.21 Binding Effect of Agreement.

This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns. It is the express intent of the parties that the provisions of this Agreement not create, either expressly or equitably, any third party beneficiary.

13.22 Notices.

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

If to Owner: Brier Hill Crossing, L.L.C.
Corporate Grove Associates L.L.C.
CGA Investment Company L.L.C.
Lincolnshire Corporate Center
One Overlook Point
Lincolnshire, Illinois 60069

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

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

13.23 Default.

In the event any party defaults in its performance of its obligations set forth in this Agreement, then any non-defaulting party shall give notice to the defaulting party setting forth the alleged default in detail. The defaulting party shall have 60 days to cure the default or provide evidence that such default shall be cured in a timely manner if it cannot be cured during said period. In the event that the defaulting party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default shall be cured in a timely manner, then following expiration of said 60 day period, any non-defaulting party may seek to enforce this Agreement in any court of competent jurisdiction by an appropriate action at law or in equity. In addition, if Village is the defaulting party and Owner has not commenced construction of the infrastructure on the Property, Owner may elect to disconnect the entire Property from the Village.

Upon receipt of Owner's notice of disconnection, Village and Owner shall immediately take such actions as may be required to effect the disconnection of the Property from the Village, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect.

13.24 Disconnection Due to Conditions for Development.

Village acknowledges that Village and Owner have entered this Agreement with the expectation that certain conditions the Owner has for development (the "Conditions for Development") would be fulfilled. These conditions, critical to the successful completion of a large scale development such as that contemplated for the Property, require the cooperation and approval of various levels of government. They include, but are not limited to, approval by all levels of government of the improvements contemplated herein, the annexation of additional properties to the Village that will help support the Business Park, to wit: Crown Community Development's Prairie Ridge and Oakstead developments; the rezoning of the KB Home's Tamms Farm Development to R-2 with requested variances; the design and implementation of a utility system that serves all the needs of the Property economically and such other matters as the Owner determines are conditions for development of the Property. In the event that Owner determines, anytime prior to the commencement of construction or improvements or mass grading within the Property, that, in its sole opinion, the Conditions of Development have not been met, then Owner may elect to disconnect part or all of the entire Property from the Village, provided however that any partial disconnection must include the entirety of the Residential Parcel. Upon receipt of Owner's notice of disconnection, Village and Owner shall immediately take such actions as may be required to effect the disconnection of the

portion of the Property in question from the Village, including but not limited to the filing of petitions and the passage of ordinances. Upon such disconnection, this Agreement shall be of no further force and effect as to that portion of the Property disconnected.

13.25 Conflicts with Village Ordinances.

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

13.26 Developer.

When the term "Developer" is used throughout this Agreement, it refers to the actual entity (which may be Owner, its assigns or any future owner of record part or all of the Property) which applies for and receives approval as to a Final Plat, or seeks or obtains building permits for any or all of the Property. It has been disclosed by Owner and acknowledged by the Village that the Developer of any part of the Property need not be Owner.

13.27 Venue.

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

13.28 Definitions.

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

13.29 Entire Agreement.

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

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

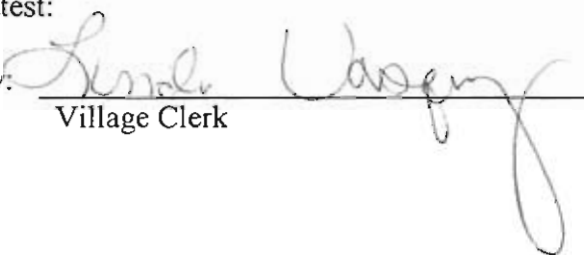
SIGNATURES APPEAR ON THE FOLLOWING PAGES

VILLAGE:


**VILLAGE OF HAMPSHIRE, an Illinois
municipal corporation**

Attest:

By:


Village Clerk

By:

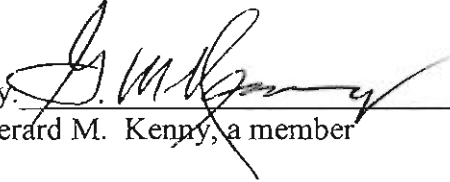

Its President

100


OWNER:

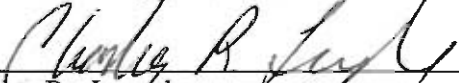
**BRIER HILL CROSSING, L.L.C., a
Delaware limited liability company**

By: JEK #3, a Delaware limited liability
company


By: 
Gerard M. Kenny, a member

By: LAMPHERE RENTAL
SUBPARTNERSHIP, an Illinois general
partnership


By: 
Robert G. Lamphere, a partner

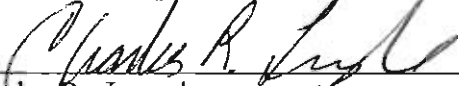
By: 
Charles R. Lamphere, a partner

By: DGR #6, an Illinois joint venture

By: 
Donald L. Asher, a partner

By: BRIER HILL CROSSING-VVC, L.L.C.,
a Delaware limited liability company

By: 
Robert G. Lamphere, a member

By: 
Charles R. Lamphere, a partner

**CORPORATE GROVE ASSOCIATES,
LLC, an Illinois limited liability company**

By: DGR #1

By: 

Donald L. Asher

By: NORTHGATE INVESTMENT, INC.

By: 

Gerard M. Kenny


BY: LAMPHERE COMMERCIAL
PROPERTIES PARTNERSHIP

By: 


Charles R. Lamphere

**CGA INVESTMENT COMPANY, L.L.C.,
an Illinois limited liability company**

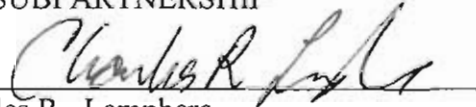
By: DGR #2

By: 
Donald L. Asher

By: CLINTON INDUSTRIES

By: 
Gerard M. Kenny

By: LAMPHERE RENTAL
SUBPARTNERSHIP

By: 
Charles R. Lamphere

LIST OF EXHIBITS

- Exhibit "A" Legal Description of Tract 1
- Exhibit "B" Legal Description of Tract 2
- Exhibit "C" Legal Description of Tract 3
- Exhibit "D" Legal Description of the Property
- Exhibit "E" Preliminary Development Plan for the Property
- Exhibit "F" Legal Description of Business Park
- Exhibit "G" Legal Description of Residential Parcel
- Exhibit "H" The Use Standards for the Business Park
- Exhibit "I" The Use Standards for the Residential Parcel
- Exhibit "J" Owner's Proposal for Eastbound and Westbound Ramps
- Exhibit "K" Business Park Streetlight Guidelines
- Exhibit "L" Pavement Design
- Exhibit "M" Monotony
- Exhibit "N" Landscaping Plan for the Residential Parcel
- Exhibit "O" Concept Landscape Plan – Business Park
- Exhibit "P" Schedule for Issuance of SSA Bonds
- Exhibit "Q -1" Business Park Donation Obligations
- Exhibit "Q -2" Residential Parcel Donation Obligations
- Exhibit "R" Depiction of the Crown East and KB Homes Parcels
- Exhibit "S" Brier Hill Crossing Design Criteria
- Exhibit "T" Property Wastewater Collection System
- Exhibit "U" Brier Hill Crossing Signage Concept

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Exhibit "V" Scope of the Property Water System

Exhibit "W" Contract Administrative Procedures

Exhibit "X" Earthwork Requirements

Exhibit "Y" Roadway Improvement Responsibility

Exhibit "Z" Additions and Clarifications to Stormwater Reports

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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 QUARTER, 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 FIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-12-100-001

PARCEL FIVE:

THE NORTH HALF OF THE SOUTHEAST 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 SOUTHEAST 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 DEGREES, 49 MINUTES, 00 SECOND WEST 773 FEET TO THE CENTER LINE OF A HIGHWAY AND THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES, 49 MINUTES, 00 SECONDS WEST ALONG SAID SOUTH LINE 1320 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES, 49 MINUTES, 00 SECONDS EAST 773 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-12-400-001

EXHIBIT "A"

LEGAL DESCRIPTION OF TRACT 1
(PROPERTY OWNED BY BRIER HILL)

PARCEL ONE:

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 STATE 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.

P.I.N.: 01-13-200-011

PARCEL TWO:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42, 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 OF 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 OF 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 200.0 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.

P.I.N.: 01-13-100-018
01-13-100-009

PARCEL THREE:

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.

P.I.N.: 01-12-100-003 (ALSO AFFECTS TRACT THREE)
01-12-300-001

PARCEL FOUR:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL SIX:

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), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-200-002

PARCEL SEVEN:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER 677.4 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 179.0 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 122 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, 322.6 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 16 DEGREES, 23 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE EXTENDED, 195.4 FEET; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 74 DEGREES, 15 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED 65.0 FEET; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, 199.8 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 23 DEGREES, 22 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, 286.3 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 02-07-300-001

02-18-100-001

PARCEL EIGHT:

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.

P.I.N.: 01-12-400-002 (ALSO AFFECTS PARCEL NINE)

PARCEL NINE:

THE SOUTH 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.

P.I.N.: 01-12-400-002 (ALSO AFFECTS PARCEL EIGHT)

PARCEL TEN:

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, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-100-014

PARCEL ELEVEN:

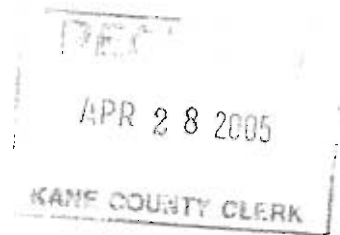
THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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 DEGREES 00 MINUTES WEST 555.36 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN IN CONDEMNATION

PROCEEDING CASE NUMBER 86 EDKA 009) IN THE TOWNSHIP OF HAMPSHIRE,
KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-200-001


STATE OF ILLINOIS)
) SS
COUNTY OF KANE)



CERTIFICATION

I, Linda R. Vasquez, duly appointed Village Clerk for the Village of Hampshire, state that the attached original of Annexing Certain Territory to the Village of Hampshire, Kane County, Illinois (Brier Hill Crossing Property) is a true and accurate copy of said, Annexing Certain Territory to in the Village the Village of Hampshire, Kane County, Illinois (Brier Hill Crossing Property) the copy of which is on file with the Village of Hampshire at the Office of the Village Clerk, 234 South State Street, Hampshire, Illinois.

DATED at Hampshire, Illinois, this 19th day of April, 2005.



Linda R. Vasquez, Village Clerk



EXHIBIT "B"

LEGAL DESCRIPTION OF TRACT 2
(PROPERTY OWNED BY BRIER HILL AND CORPORATE GROVE)

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.

P.I.N.: 01-12-100-004

EXHIBIT "C"

LEGAL DESCRIPTION OF TRACT 3
(PROPERTY OWNED BY CGA)

THE NORTHWEST QUARTER OF SAID SECTION 12, (EXCEPT THE SOUTH HALF OF THE SOUTH ONE-HALF OF THE SAID NORTHWEST QUARTER); ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; 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.

EXHIBIT "D"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE:

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 STATE 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.

P.I.N.: 01-13-200-011

PARCEL TWO:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 42, 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 OF 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 OF 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 200.0 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.

P.I.N.: 01-13-100-018
01-13-100-009

PARCEL THREE:

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.

P.I.N.: 01-12-100-003 (ALSO AFFECTS TRACT THREE)
01-12-300-001

PARCEL FOUR:

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 QUARTER, 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.

P.I.N.: 01-12-100-001

PARCEL FIVE:

THE NORTH HALF OF THE SOUTHEAST 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 SOUTHEAST 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 DEGREES, 49 MINUTES, 00 SECOND WEST 773 FEET TO THE CENTER LINE OF A HIGHWAY AND THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES, 49 MINUTES, 00 SECONDS WEST ALONG SAID SOUTH LINE 1320 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES, 49 MINUTES, 00 SECONDS EAST 773 FEET TO THE PLACE OF BEGINNING), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-12-400-001

PARCEL SIX:

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), IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-200-002

PARCEL SEVEN:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 7, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 42 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER 677.4 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 179.0 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 122 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, 322.6 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 16 DEGREES, 23 MINUTES, 00 SECONDS TO THE LEFT WITH THE LAST DESCRIBED LINE EXTENDED, 195.4 FEET; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 74 DEGREES, 15 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED 65.0 FEET; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, 199.8 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 23 DEGREES, 22 MINUTES, 00 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, 286.3 FEET TO THE PLACE OF BEGINNING, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 02-07-300-001
02-18-100-001

PARCEL EIGHT:

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.

P.I.N.: 01-12-400-002 (ALSO AFFECTS PARCEL NINE)

PARCEL NINE:

THE SOUTH 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.

P.I.N.: 01-12-400-002 (ALSO AFFECTS PARCEL EIGHT)

PARCEL TEN:

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, IN THE TOWNSHIP OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-100-014

PARCEL ELEVEN:

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 DEGREES 00 MINUTES WEST 555.36 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART TAKEN IN CONDEMNATION

PROCEEDING CASE NUMBER 86 EDKA 009) IN THE TOWNSHIP OF HAMPSHIRE,
KANE COUNTY, ILLINOIS.

P.I.N.: 01-13-200-001

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.

P.I.N.: 01-12-100-004

THE NORTHWEST QUARTER OF SAID SECTION 12, (EXCEPT THE SOUTH HALF OF
THE SOUTH ONE-HALF OF THE SAID NORTHWEST QUARTER); ALSO EXCEPT THAT
PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF
SAID NORTHWEST QUARTER; 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.

EXHIBIT "E"

PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY

120

EXHIBIT "F"

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, 678.73 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 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 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 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 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.

EXHIBIT "G"

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.

EXHIBIT "H"

THE USE STANDARDS FOR THE BUSINESS PARK

A. PERMITTED USES.

The following are permitted uses (ALL USES SHALL BE SUBJECT TO THE PERFORMANCE STANDARDS SET FORTH BELOW):

1. All manner and types of manufacturing, fabricating, processing, assembly, repairing, storing, cleaning, servicing, warehousing, distribution or testing of materials, goods, products, and related office uses.
2. All manner and types of office uses.
3. All manner and types of retail or wholesale, sales, service and/or commercial uses.
4. All manner and types of laboratories, offices, clinics and other facilities for medical, dental, veterinary, or engineering purposes or for research and development, including basic or applied development or technical services.
5. All manner and types of banks and financial institutions with or without drive-in services.
6. All manner and types of civic buildings.
7. All manner and types of child care and nursery schools.
8. All manner and types of establishments for educational services, including trade schools, dancing, music, and singing schools.
9. All manner and types of hotels and/or motels.
10. All manner and types of restaurants (with or without drive-in capability) and eating and drinking establishments which may have live entertainment or dancing.
11. All manner and types of private or public recreation and social facilities and venues for indoor entertainment and recreation, including theater, cinema, bowling alley, pool hall, roller skating rinks, ice skating rinks, private clubs, including game rooms and amusement centers.
12. All manner and types of cultural uses such as museums, amphitheaters, auditoriums and concert facilities.
13. All manner and types of fuel sales and service stations, car washes, garages for storage, repairs, and servicing of motor vehicles, including body repair, painting, and engine rebuilding.

14. All manner and types of outdoor amusement establishments, including golf driving ranges, miniature golf courses, par 3 golf courses, kiddy parks, volley ball fields, baseball fields, soccer fields and other similar amusement centers.
15. All manner and types of private or public health and/or fitness facilities.
16. All manner and types of self-storage facilities and warehouses.
17. All manner and types of senior citizen housing and retirement homes, nursing homes, elder care, assisted living facilities, or congregate living units.
18. All manner and types of new and used car dealerships, sales and service facilities. All manner and types of temporary buildings for sales or construction purposes, for a period not to exceed the duration of such construction or sales effort.
19. Public or private utility and service uses including communications towers.
20. Any use now or hereafter permitted under any of the Village's business or industrial districts or planned developments, except these specifically prohibited herein.
21. Accessory uses customarily incidental to and subordinate to the above permitted uses including outside storage as permitted by these zoning standards.
22. Off-street parking and loading facilities as required or permitted by these zoning standards.
23. Planned Developments for above commercial and retail uses.

B. SPECIAL USES.

In accordance with Village ordinances, the Village authorities may, by special use permit, allow the following uses:

1. Firearm and gun stores.
2. Heliports.
3. Contractor's yards of all types with accessory outside storage.

C. PROHIBITED USES.

The following uses are specifically prohibited.

1. Asphalt or concrete mixing plants or plants that produce asphalt products concrete crushing operations or plants that produce asphalt products
2. Brick, block, structural clay or other stone product manufacturing

3. Trailer, coach or mobile home parks
4. Adult book stores or exotic dance clubs
5. Rendering plants
6. Truck stops
7. Incinerators
8. Junk yards (including auto wrecking/storage)
9. Grain Storage (as a primary use and not an accessory use)
10. Crematories
11. Peaker or other supplemental power plant.
12. Recycling processing centers.

D. **PERFORMANCE STANDARDS.**

It is the intent of these standards to provide that all uses shall be established and maintained in order that each permitted or special use shall be a good neighbor to adjoining properties by the control of emission of noise, odor, glare, vibration, smoke, dust, liquid wastes, and other nuisances. Therefore, all uses shall be established and maintained in accordance with the following performance standards:

1. **Definitions**

For purposes of this Exhibit "H" the following definitions shall apply. All definitions of acoustical terminology shall be in conformance with those contained in ANSI (American National Standards Institute, Inc.) S1.1-1994 "Acoustical Terminology" and the latest revision thereof.

- a. **ANSI:** American National Standards Institute, Inc. or its successor bodies.
- b. **A-Weighted Sound Level:** In decibels, a frequency weighted sound pressure level, determined by the use of the metering characteristics and A-weighted network specified in ANSI S1.4-1983 (R1994) "Specifications for Sound Level Meters" and S1.4a-1985 "Specifications for Sound Level Meters" and the latest revision thereof.
- c. **Construction:** On-site erection, fabrication, installation, alteration, demolition or removal of any structure, facility, or addition thereto, including all related activities, including, but not restricted to, clearing of land, earthmoving, blasting and landscaping.

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- d. **Daytime Hours:** 6:00 AM to 8:00 PM, local time.
- e. **Decibel (dB):** A unit of measure, on a logarithmic scale to the base 10, of the ratio of the magnitude of a particular sound pressure to a standard reference pressure. For the purposes of this agreement, the reference pressure shall be 0.002 bar.
- f. **Impulsive Sound:** Either a single pressure peak or a single burst (multiple pressure peaks) for a duration of less than one second. Examples of impulsive sound sources are a drop forge and explosive blasting.
- g. **Nighttime Hours:** 8:00 PM to 6:00 AM, local time.
- h. **Noise Pollution:** The emission of sound that unreasonably interferes with the enjoyment of life or with any lawful business or activity.
- i. **Octave Band Sound Pressure Level:** The sound pressure level for the sound being measured which is contained in the specified octave band. The reference pressure is 0.002 bar.
- j. **Person:** Any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, agency, political subdivision or any legal successor, representative, agent or agency of the foregoing.
- k. **Preferred Frequencies:** Those frequencies in Hertz (Hz) preferred for acoustical measurements. For the purposes of this Agreement, the preferred frequencies consist of the following values: 16, 25, 31.5, 40, 50, 63, 80, 100, 125, 160, 200, 250, 315, 400, 500, 630, 800, 1000, 1250, 1600, 2000, 2500, 3150, 4000, 5000, 6300, 8000, 10000, 12500 and 16000.
- l. **Prominent Discrete Tones:** Sound having a one third (1/3) octave band sound pressure level which, when measured in a one third (1/3) octave band at the preferred frequencies, exceeds the arithmetic average of the sound pressure levels of the two (2) adjacent one third (1/3) octave bands on either side of such one third (1/3) octave band by:
 - 5 dB** for such one third (1/3) octave band with a center frequency from 500 Hertz to 10000 Hertz, inclusive. Provided that such one third (1/3) octave band sound pressure level exceeds the sound pressure level of each adjacent one third (1/3) octave band; or
 - 8 dB** for such one third (1/3) octave band with a center frequency from 160 Hertz to 400 Hertz, inclusive. Provided that such one third (1/3) octave band sound pressure exceeds the sound pressure level of each adjacent one third (1/3) octave band; or

15 dB for such one third (1/3) octave band with a center frequency from 25 Hertz to 125 Hertz, inclusive. Provided that such one third (1/3) octave band sound pressure exceeds the sound pressure level of each adjacent one third (1/3) octave band.

- m. **Sound:** An audible oscillation of pressure in air.
 - n. **Sound pressure level:** In decibels, 20 times the logarithm to the base 10 of the ratio of the magnitude of a particular sound pressure to the standard reference pressure. The standard reference pressure is 0.002 bar.
 - o. **Unregulated safety relief valve:** A safety relief valve used and designed to be actuated by high pressure in the pipe or vessel to which it is connected and which is used and designed to prevent explosion or other hazardous reaction from pressure buildup, rather than being used and designed as a process pressure blowdown.
2. **Noise.** At no point on the Buildable Lot line on which the operation is located shall the sound intensity level of any individual operation or plant exceed the levels shown in Table 1 below.
3. **Measurement Techniques:** Test procedures to determine whether emission of sound is in conformance with this regulation shall be in substantial conformity with Standards and Recommended Practices established by the American National Standards Institute, Inc., (ANSI) and the latest revisions thereof, including ANSI S1.1-1994 "Acoustical Terminology", ANSI S1.6-1984 (R1994) "Preferred Frequencies, Frequency Levels, and Band Numbers for Acoustical Measurement", ANSI S1.4-1983 (R1993) "Sound Level Meters, Specification for" (Type 1 Precision), ANSI S1.11-1986 (R1993) "Octave-Band and Fractional Octave-Band Analog and Digital Filters, Specifications for" and ANSI S1.13-1995 "Sound Pressure Levels, Methods for the Measurement of" (Field Method).
- Any measurement of noise along Lots 9-23, Lot 66 and Lots 77-90 in the Residential Parcel shall be measured from the east boundary of the 20' landscape easement located within these lots.
4. **Maximum Permitted Sound Pressure Levels:** Except as elsewhere provided in this regulation, no use shall cause or allow the emission of sound from any noise source located in the use which exceeds the allowable octave band sound pressure levels specified in Table 1, when measured within the Property at any point along the property line of the land on which it is operated.

Table 1
Maximum Permitted Sound Pressure Levels
At Lot or Zone Boundaries in Decibels

Octave Band Preferred Frequencies (Hz)	At Any Residential Lot - Daytime (dB)	At Any Residential Lot - Nighttime (dB)	At Any Business Park Lot (dB)
31.5	72	63	79
63	71	61	78
125	65	55	72
250	57	47	64
500	51	40	58
1000	45	35	52
2000	39	30	46
4000	34	25	41
8000	32	25	39

5. **Impulsive Sound:** No person shall cause or allow the emission of impulsive sound from any property-line-noise-source located in the Business Park which exceeds the allowable A-Weighted sound levels, measured with fast dynamic characteristics, specified in Table 2, when measured at any point along the property line of the land on which it is operated.

Table 2
Maximum Allowable Impulsive Sound Levels

Allowable dB(A) Sound Levels of Impulsive Sounds Emitted by a Noise Source Located in a Business Park / Commercial District and Received in the Respective Districts		
Measured in Residential Parcel		Measured in the Business Park
Daytime	Nighttime	
50	45	57

6. **Prominent Discrete Tones**

No use shall cause or allow the emission of any prominent discrete tone from any noise source located in any Business Park to the Residential Parcel or any Residential District, when measured at any point along the property line of the land on which it is operated. This rule shall not apply to prominent discrete tones having a one-third octave band sound pressure level 10 or more dB below the allowable octave band sound pressure level specified in the applicable table in Section D.4 above, above for the octave band which contains such one-third octave band.

7. **Exemptions**

The following uses and activities shall be exempt from the noise regulations of Sections D.4 through D.6.

- a. Sections D.4 through D.6 shall not apply to sound emitted from emergency warning devices and unregulated safety relief valves.
- b. Sections D.4 through D.6 shall not apply to sound emitted from lawn care maintenance equipment and snow blowers and similar snow removal equipment.
- c. Sections D.4 through D.6 shall not apply to sound emitted from equipment being used for temporary construction during daytime hours.
- d. Sections D.4 through D.6 shall not apply to vehicles entering and leaving the property. Sections D.4 through D.6 shall apply to sound emitted from trucks and vehicles under the control of the property user and/or owner. Examples of sound from such vehicles and trucks not either entering or leaving the premises are idling engines and trailer mounted refrigeration units.
- e. Sections D.4 through D.6 shall not apply to sound emitted by agricultural field machinery used except during nighttime hours.
- f. Sections D.4 through D.6 shall not apply to sound emitted by temporary emergency electrical generators. This exemption does not apply to the sound emitted by permanently installed and/or hard-wired emergency electrical generators.

8. **Vibration Definitions**

- a. **Continuous Vibration:** Vibration which remains uninterrupted over a period of one (1) minute or more.
- b. **Daytime Hours:** 6:00 AM to 8:00 PM local time.
- c. **Discrete Impulses:** A ground transmitted vibration stemming from a source where specific pulses do not exceed 60 per minute (or one per second).
- d. **Frequency:** The number of times that a displacement completely repeats itself in one second of time. Frequency shall be designated in Hertz (Hz).

- e. **Impulsive Shock:** A high-magnitude isolated event such as a blasting which occurs only a few times a day or less.
- f. **Intermittent Vibration:** A string of vibration incidents, each of a short duration, of the order of 2 seconds or less, separated by intervals of much lower vibration magnitudes. They may result from sources which are regular (e.g., pile drivers) or irregular (e.g., intermittent machinery). Repeated intermittent vibration should be treated as continuous vibration for the purposes of this Agreement.
- g. **Nighttime Hours:** 8:00 PM to 6:00 AM local time.
- h. **Particle Acceleration:** A characteristic of vibration which if not directly measured can be computed by multiplying the frequency by the velocity times the factor 0.0159. The acceleration will be in meters per second squared when the frequency is expressed in hertz and the velocity in meters per second.
- i. **Steady State:** A vibration which is continuous, as from a fan, compressor or motor.
- j. **Vibration:** A reciprocating motion transmitted through the earth, both in horizontal and vertical planes.

9. **Measurement Techniques**

Test procedures to determine whether the emission of vibration is in conformance with this regulation shall be in substantial conformity with Standards and Recommended Practices established by the American National Standards Institute, Inc. (ANSI) and the latest revisions thereof, including ANSI S1.6-1984 (R1994) "Preferred Frequencies and Band Numbers for Acoustical Measurements", ANSI S1.11-1986 (R1993) "Octave, Half-Octave and Third-Octave Band Filter Sets, Specifications for", ANSI S2.2-1959 (R1990) "Calibration of Shock and Vibration Pickups, Methods for the", ANSI S2.4-1976 (R1990) "Specifying the characteristics of Auxiliary Equipment for Shock and Vibration Measurements, Methods for", ANSI S2.11-1969 (R1986) "Calibrations and Tests for Electrical Transducers used for Measuring Shock and Vibration, Selection of", ANSI S3.18-1979 (R1993) "Guide for the Evaluation of Human Exposure to Whole Body Vibration", and ANSI 3.29-1983 (R1990) "Guide to the Evaluation of Human Exposure to Vibration in Buildings".

10. **Maximum Permitted Vibration Levels**

No activity or operation in the Business Park shall cause or create earthborne vibrations in excess of the values given in Table 3. This table designates the combined axis steady state or continuous vibration limits that apply on or beyond

adjacent Buildable Lot lines within the Business Park. Where more than one set of vibration levels apply, the most restrictive shall govern. Measurements shall be made at or beyond the adjacent Buildable Lot line or the nearest Residential Parcel or residential district boundary line.

Table 3
Vibration Limits

Peak Particle Acceleration, m/s ²			
Frequency, Hz	Residential Parcel 1		Business Park
	Nighttime Hours	Daytime Hours	
1.00	0.0036	0.0050	0.0202
1.25	0.0036	0.0050	0.0202
1.60	0.0036	0.0050	0.0202
2.00	0.0036	0.0050	0.0202
2.50	0.0038	0.0053	0.0213
3.15	0.0040	0.0056	0.0224
4.00	0.0042	0.0059	0.0235
5.00	0.0045	0.0063	0.0252
6.30	0.0047	0.0066	0.0263
8.00	0.0050	0.0070	0.0280
10.00	0.0062	0.0087	0.0347
12.50	0.0078	0.0109	0.0437
16.00	0.0100	0.0140	0.0560
20.00	0.0130	0.0182	0.0728
25.00	0.0160	0.0224	0.0896
31.50	0.0200	0.0280	0.1120
40.00	0.0250	0.0350	0.1400
50.00	0.0310	0.0434	0.1736
63.00	0.0390	0.0546	0.2184
80.00	0.0500	0.0700	0.2800

The maximum particle acceleration shall be the maximum vector sum of three mutually perpendicular components recorded simultaneously. Particle acceleration may also be expressed as 0.0159 times the velocity in meters per second multiplied by the frequency in Hertz (cycles per second).

The values of Table 3 are for up to three vibration events per day. A frequency-of-occurrence multiplying factor, F_n shall be used to adjust the values of Table 3 if more than three vibration events occur per day.

$$F_n = 1.7N^{-0.5}$$

where N is the number of events per day (N>3).

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The values of Table 3 are for vibrations lasting up to 1 second. A duration multiplying factor, F_d , for discrete events with durations exceeding one second shall be used to adjust the values of Table 3.

$$F_d = T^{-0.32}$$

where T is the event duration in seconds ($T > 1$).

The frequency-of-occurrence multiplying factor and the duration multiplication factor shall, if applicable, be used to adjust the values of Table 3 by multiplying the Table 3 value by the applicable multiplication factor(s).

The values of Table 3 shall be multiplied by ten (10) for impulsive shocks which occur less than three (3) times a day during daytime hours. No impulsive shocks are permitted during nighttime hours.

11. **Air Pollution Definitions**

- a. **Smoke:** Small gas borne particles resulting from incomplete combustion, consisting predominantly, but not exclusively, of carbon, ash and other combustible material, that forms a visible plume in air.
- b. **Particulate Matter:** Any solid or liquid material other than water, which exists in finely divided form.
- c. **Opacity:** A condition which renders material partially or wholly impervious to transmittance of light and causes obstruction of an observer's view.

12. **Visual Emissions**

In the Business Park, no persons shall cause or allow the emission of smoke or other particulate matter into the atmosphere having an opacity greater than twenty (20) percent.

However, for two (2) minutes in any four (4) hour period, smoke up to and including an opacity of forty (40) percent shall be permitted.

Opacity limitations shall not apply to emission of uncombined water or water vapor. The determination of opacity of a smoke or particulate emission shall be in accordance with the procedures adopted by the State of Illinois Air Pollution Control Regulations.

13. **Particulate Matter Emissions**

No persons shall cause or allow the emission of particulate matter, through one or more stacks, vents, ducts, or chimneys into the atmosphere in excess of 1/2 (0.5) pounds per hour per acre.

The net rate of emission of particulate matter within the boundaries of any Buildable Lot shall be determined by: 1) add together the maximum individual emissions in pounds per hour from all sources within the boundaries of the Buildable Lot, 2) divide this total by the number of acres of Buildable Lot area. It is this quantity that should not exceed 1/2 (0.5) pounds per hour per acre.

Tests for particulate matter shall be conducted in accordance with the procedures adopted by the State of Illinois Air Pollution Control Regulations.

14. Fugitive Particulate Matter Emissions

Dust and other types of air pollution borne by the wind from sources such as storage areas, yards, roads, conveying equipment and the like within Buildable Lot boundaries shall be kept to a minimum by appropriate landscaping, sheltering, paving, oiling, fencing, wetting, collecting or other acceptable means. However, no persons shall cause or allow the emission of fugitive particulate matter, across Buildable Lot lines which is visible by an observer looking generally toward the zenith, beyond the property line.

In the Business Park / Commercial District, the total suspended particulate concentrations across Business Park boundary lines or into the Residential Parcel or residential districts shall not exceed twenty-five (25) micrograms per cubic meter above background.

15. PM-10 Particulates

Release of PM-10, respirable dusts, shall be limited to an annual mean concentration of $50 \mu\text{g}/\text{m}^3$ and a maximum 24 hour concentration of $150 \mu\text{g}/\text{m}^3$ which shall not be exceeded more than once a year, when measured at any point beyond the Buildable Lot line, either at ground level or habitable location, whichever is more restrictive.

For determining conformance with the PM-10 ambient air quality standards, PM-10 shall be measured by the method described in 40 CFR 50, Appendix J.

16. Odors

The concentration in air of materials which are intrinsically odorous or capable of being odorous, either by bacterial decomposition or chemical reaction, which renders it just perceptible to the average population is defined as one odor unit. A concentration of odorous material which must be diluted h times (1 volume of

odorous air + h volumes of clean air) before it is just perceptible to the average population is defined as $h + 1$ odor units.

In the Business Park, the release of odorous matter from any operation, activity or use shall not cause or create a concentration in excess of one (1) odor unit at any time when measured beyond the Buildable Lot line, either at ground level or at a habitable elevation. The limitations may be exceeded one (1) day per month for reason of equipment or process breakdown.

Odor units and odor concentrations shall be determined in accordance with the State of Illinois Air Pollution Regulation.

17. Toxic Substances Definitions

- a. **Toxic Substance:** Any gas, liquid, solid or semi-solid substance, which if discharged into the environment could, alone or in combination with other substances likely to be present in the environment, cause or threaten to cause bodily injury, illness, or death to members of the general public through ingestion, inhalation, or absorption through any body surface. In addition, substances which are corrosive, irritants, strong sensitizers, or radioactive substances shall be considered toxic substances for the purposes of this regulation.
- b. **Highly Toxic Substance:** A chemical falling into any of the following categories:
 - i. A chemical which has a lethal dose (LD50) of fifty (50) milligrams or less per kilogram of body weight when administered orally to albino rats weighing between 200 and 300 grams each.
 - ii. A chemical that has a median lethal dose (LD50) of 200 milligrams or less per kilogram of body weight when administered by continuous contact for twenty four (24) hours (or less if death occurs before the end of the twenty four (24) hours) with the bare skin of albino rabbits weighing between two (2) and three (3) kilograms each.
 - iii. A chemical that has a median lethal concentration (LD50) in air of 200 parts per million by volume or less of gas or vapor, or two (2) milligrams per liter or less of mist, fume or dust, when administered by continuous inhalation for one (1) hour (or less if death occurs before the end of the one (1) hour period) to albino rats weighing between 200 and 300 grams each, providing that such concentration and/or conditions are likely to be encountered by man when the chemical is used in any reasonably foreseeable manner.

18. **Storage, Handling, Transport**

The storage, handling or transport of toxic substances shall comply with the State of Illinois Pollution Control Board requirements.

19. **Maximum Permitted Levels**

No toxic materials shall be detectable at any point beyond the Buildable Lot line, either at ground level or habitable elevation, whichever is more restrictive.

Within the Buildable Lot line, toxic materials which are released shall not exceed the maximum permissible airborne concentration allowed as safe for an industrial worker contained in the most recent list of "Threshold Limit Values" published by the American Conference of Governmental Industrial Hygienists (hereby adopted by reference). The applicant shall satisfy the Village Administrator that proposed levels will be safe to the general population.

20. **Airborne Toxic Matter**

In the Business Park, the release of airborne toxic material shall not exceed 1/30th of the PEL or TWA, whichever is more restrictive, Limits for Air Contaminants, as given in OSHA CFR 29, 1910.1000, when measured at any point beyond the Buildable Lot line, either at ground level or habitable location, which-ever is more restrictive. Concentrations shall be measured and calculated as the highest average over any continuous one (1) hour period.

21. **Lighting**

All activities or operations producing glare shall be conducted so that the direct and indirect illumination from the source of light on the Buildable Lot shall not cause illumination in excess of one half (1/2) foot candle when measured in the Residential Parcel or a residence district. Flickering or intense sources of light shall be controlled or shielded so as not to cause a nuisance across Buildable Lot lines. All lighting shall be shielded from the Residential Parcel and adjacent residential districts.

22. **Fire and Explosion Hazards Explosive Material Storage**

Except as a conditional use in the Business Park, no activities involving and/or storage, utilization or manufacture of materials or products exceeding five (5) pounds of which decompose by detonation or deflagration shall be permitted. Such materials shall be stored, utilized, and manufactured in accordance with the applicable rules and regulations of the National Fire Protection Association and the US Bureau of Alcohol, Tobacco and Firearms. No explosives shall be stored, used or manufactured without first submitting to the Zoning officer a certificate of compliance or license from the State of Illinois, Department of Natural Resources, Office of Mines and Minerals, Explosive Division.

Materials which decompose by detonation or deflagration include, but are not limited to all primary explosives such as lead azide, lead styphnate, fulminates and tetrazene; all high explosives such as TNT, TNX, EMM, PETN, RDX and picric acid; propellants and components thereof, such as dry nitrocellulose, black powder, boron hydrides, and hydrazine; pyrotechnics and fireworks such as magnesium powder, potassium chlorate and potassium nitrate, blasting explosives such as dynamite and nitroglycerin; unstable organic compounds such as acetylides, tetrazoles and ozonides; unstable oxidizing agents such as perchloric acid, perchlorates, chlorates and hydrogen peroxide in concentrations greater than thirty five percent (35%).

23. **Flammable Material**

The storage, utilization or manufacture of solid materials or products ranging from incombustible to moderate burning, as determined by the Village of Hampshire, in accordance with generally accepted standards, is permitted provided it meets the other requirements of this regulation.

The storage utilization or manufacture of solid materials or products ranging from free or active burning to intense burning is permitted in the Business Park, provided the following condition is met:

said materials or products shall be stored, utilized or manufactured within completely enclosed buildings having fire-restrictive construction in accordance with the 2000 BOCA Code or any subsequent BOCA Code adopted by the Village of Hampshire.

The storage, utilization or manufacture of flammable liquids and gases shall be permitted in accordance with the following Table 4, exclusive of storage of finished products in original sealed containers of fifty-five (55) gallons or less, which shall be unrestricted. Flammable liquid and gas storage tanks in the Business Park shall not be less than fifty (50) feet from all Buildable Lot lines.

When flammable gases are stored, utilized or manufactured and measured in cubic feet, the quantity in cubic feet at standard temperature and pressure shall not exceed thirty (30) times the quantities listed in Table 5.

Table 4

Total Permitted Capacity of Flammable Liquids and Gases in Gallons

Open Cup Flash Point	Business Park (gal)	
	Above Ground in Enclosed Building	Underground
At or Above 187 F and Below 300 F	20,000	100,000

At or Above 105 F and Below 187 F	10,000	100,000
Below 105 F	3,000	100,000

24. **Radioactive Substances**

In the Business Park, the storage, utilization, manufacture, or handling of any radioactive substance contained in one (1) or more containers within Buildable Lot lines in quantities in excess of the quantities set forth in Table 5 shall not be permitted, except that one or more sealed, fire resistant containers stored at or below ground level containing up to ten (10) times the quantities set forth in Table 5 shall be permitted only as a Conditional Use.

In no case shall radioactive emissions, at the property line boundary, exceed 1/10 the radiation limits set forth in the State of Illinois, Title 35, Subtitle 1, Chapter 1, Part 1000, Appendix A.

Table 5

Quantities of Radioactive Material

Unsealed Sources	curies	Unsealed Sources	curies
Actinium 227	0.1	Palladium-Silver 109	10.
Americium 241	0.1	Palladium-Rhodium 103	10.
Antimony 124	1.	Phosphorus 32	10.
Arsenic 73, 74, 76, 77	10.	Platinum 191, 193	10.
Astatine 211	0.1	Plutonium 239	0.1
Barium-Lanthanum 140	1.	Polonium 210	0.1
Beryllium 7	100.	Potassium 42	10.
Bromine 82	10.	Praseodymium 143	10.
Cadmium-Silver 109	10.	Promethium 147	10.
Calcium 45	1.	Radium 226	0.1
Carbon 14	1000.	Rhenium 183, 186	10.
Cerium-Praseodymium 144	1.	Rhodium 105	10.
Cesium-Barium 137	10.	Rubidium 86	10.
Chlorine 36	10.	Ruthenium 103	10.
Chromium 51	100.	Ruthenium-Rhodium 106	1.
Cobalt 58, 60	10.	Samarium 151	1.
Copper 64	10.	Samarium 153	10.
Curium 242	0.1	Scandium 46, 47, 48	10.
Europium 154	1.	Silver 105, 110, 111	10.

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Fluorine	100.	Sodium 22, 24	10.
Gallium 72	10.	Strontium 89	1.
Germanium 71	100.	Strontium-Yttrium 90	0.1
Gold 196, 198, 199	10.	Sulfur 35	10.
Holmium 166	10.	Tantalum 182	10.
Hydrogen (Tritium) 3	1000.	Technetium 96, 99	1.
Indium 114	1.	Tellurium 127, 129	10.
Iodine 131	1.	Thallium 200, 202, 204	10.
Iodine 132	10.	Thallium 201	100.
Iridium 190, 192	10.	Thorium (natural)	100.
Iron 55	10.	Thorium-Protoactinium 234	1.
Iron 59	1.	Thulium-Ytterbium 170	1.
Krypton 85	1000.	Tin 113	10.
Lanthanum 140	10.	Tungsten 181, 185	10.
Lead 203	10.	Uranium 235	0.1
Lead 210 + dtrs	0.1	Uranium (natural)	1000.
Lutetium 177	10.	Vanadium 48	10.
Manganese 52, 54, 56	10.	Yttrium 91	1.
Molybdenum 99	10.	Zinc 65	10.
Nickel 59, 63	10.	Zirconium-Niobium 95	10.
Niobium 95	10.		

25. **Compliance.**

- a) The architectural and engineering plans submitted for building permit shall bear the signature and seal of the appropriate qualified professional certifying that all performance standards herein can be complied with, based upon the submitted plans and documents.
- b) The performance standards set forth herein shall be complied with and any use which fails to comply with these standards shall be in violation of the Village Zoning Ordinance and be subject to penalties provided for such violation. It shall be deemed a violation of these standards for any qualified professional to falsely certify as to the compliance of submitted plans and documents with the performance standards specified herein.
- c) The Village shall have the right to conduct its own investigation to determine compliance with the performance standards.

E. **OUTSIDE STORAGE** (exclusive of trash enclosures referenced in Section F below).

The following outside storage requirements shall apply to all permitted and special uses:

1. All business, production, sales, servicing, and processing shall take place within completely enclosed buildings unless otherwise provided herein.

2. Outside storage of any raw materials, consumables, work-in-process, packing materials, inventory and equipment of any kind (including trailers) shall not exceed fourteen feet (14') in height and shall not be within ten (10) feet of any side or rear Buildable Lot line.
3. Tractor or trailer storage and ground mounted service equipment such as generators, compressors, transformers and communication dishes shall be located only to the rear of an imaginary line extending parallel to the street-side elevations of the principal building.
4. Except as provided elsewhere herein, all other storage shall be only located within the rear fifty percent (50%) of the Buildable Lot.
5. Except as provided elsewhere herein, any outside storage shall be screened with either comparable materials as used in exterior construction of principal building or with landscaping.
6. Storage of new or used vehicles for retail and wholesale sale shall be permitted unscreened in all areas other than the front twenty-five (25) feet of any front yard or within ten (10) feet of any side or rear Buildable Lot line.
7. Additional outside uses ancillary to or supporting retail uses and the need for screening for any such ancillary use may be jointly approved by the property owner and the Village.

F. OUTSIDE TRASH ENCLOSURES.

1. Outside trash enclosures for waste and recyclables shall be located to the rear of an imaginary line extending parallel to the street-side elevation of the principal building.
2. Outside trash enclosures shall not exceed eight (8) feet in height and shall be enclosed or screened with landscaping on four (4) sides.

G. PERIMETER EASEMENTS.

If lots or parts of lots are combined for the purpose of creating a Buildable Lot, provision must be made on the Buildable Lot for the grant or dedication of perimeter easements around the Buildable Lot.

H. BULK REQUIREMENTS.

1. Building Setbacks.
 - a) Front yards, corner front yards or through street yards shall be fifty (50) feet in depth (including, in the calculation, any landscape or other easement).

- b) Side yards shall not be less than twenty (20) feet in depth, except that such side yard shall be increased in depth by one (1) foot for each one (1) foot in height by which any building on the Buildable Lot exceeds thirty (30) feet, up to a maximum side yard of fifty (50) feet.
- c) Rear yards shall be provided of not less than twenty (20) feet in depth except that such rear yard shall be increased by one (1) foot for each one (1) foot in height by which any building on the Buildable Lot exceeds thirty (30) feet up to a maximum rear yard of fifty (50) feet.

2. Yard Requirements, General

- a) Parking and parking aisles shall be permitted in all yards, except the front twenty-five (25) feet of any front yard or corner front yard or through street yard.
- b) Sidewalks, pathways and driveways from the adjacent street shall be allowed within front, rear or side yard setbacks.
- c) Parking and parking aisles shall be permitted in any required side or rear yard provided it is not located within eight (8) feet of the Buildable Lot line.

3. Height

- a) The maximum height for industrial buildings shall be fifty-five (55) feet.
- b) The maximum height for office buildings, commercial buildings, antennas and towers shall be one hundred and fifty (150) feet.
- c) Height of a principal building shall be computed from the average surface level of the first floor to the highest point of a building, excluding chimneys and antennas.
- d) Height of a structured parking facility shall be computed from the average surface level of the first floor of the principal building to the highest point of the structured parking facility.

4. Floor Area Ratio (FAR)

The combined floor area ratio for any principal building, including all accessory buildings, shall not exceed eight-tenths (.80) on any Buildable Lot.

I. ACCESSORY BUILDINGS AND STRUCTURE

- 1. Where an accessory building is structurally attached to a principal building, it shall be deemed a principal building and shall be subject to and must conform to all regulations of this Section applicable to the principal building.

2. Where the accessory building is not attached to the principal building, it shall not be located in any required front yard, side yard, or rear yard and shall not be closer to the front Buildable Lot line than any principal building.
 3. Wherever reasonably possible, an accessory building or structure shall be architecturally compatible with the principal building.
 4. All accessory buildings and structures shall comply with the height limitations contained herein.
 5. An accessory building or structure shall not be erected prior to construction of the principal buildings to which it is accessory.
- J. LANDSCAPING STANDARDS FOR INDIVIDUAL BUILDABLE LOTS (SEE ATTACHED SCHEDULE ONE)
- K. OFF-STREET PARKING AND LOADING
1. No motor vehicle or trailer may park on any street, driveway, or on any access easement. The Village authorities may permit on-street parking for special events not more than three (3) times in any calendar year.
 2. Off-street parking and loading facilities shall be provided by the site occupant in sufficient numbers (which may be greater than the minimum required) to accommodate the needs of the site occupants and visitors and as required by the regulations herein.
 3. When the intensity of use of any building, structure, or premises is increased through the addition of gross floor area, seating capacity, or other units of measurement, such increases shall be permitted only if the required parking and loading facilities for the addition or modification are also provided.
 4. Whenever the existing use of a building or structure shall hereafter be changed to a new use, parking or loading facilities shall be provided as required for such new use.
 5. Nothing in this Section shall be deemed to prevent the voluntary establishment of off-street parking and loading facilities in excess of the minimum requirements to serve any existing use of land or buildings, provided that all regulations herein governing the location, design, and operation of such facilities are adhered to.
 6. Off-street parking facilities shall be solely for the parking of motor vehicles of the employees, patrons or occupants of the permitted use and their guests.
 7. External loading facilities shall be used only for loading or unloading of goods, for the use of which such loading facilities are accessory and for the storage of vehicles.

8. Off-street parking spaces shall be located on the same Buildable Lot or an adjacent Buildable Lot as the use served, except when the Village authorizes, for a specific use, all or part of the required off-street parking spaces to be located on a Buildable Lot that does not contain the principal use or structure or is adjacent to such a Buildable Lot, provided such facilities are within one thousand (1,000) feet, measured along the shortest line of public access, of said building.
9. Off-street parking facilities for different buildings, structures or uses, or for mixed uses on the same Buildable Lot or parcel, may be provided collectively; provided, that the total number of spaces so located together shall not be less than the sum of the separate requirements for each use.
10. Structured Parking. Attached or detached structured parking garages are permitted subject to the following conditions:
 - a) That the above grade height of all structured parking garages shall not exceed fifty percent (50%) of the height of the principal building as provided herein.
 - b) That structured parking garages shall not be closer to the front Buildable Lot line of the property than the principal building.
 - c) That structured parking garages shall be in architectural harmony with the principal building.
11. Location of Required Parking

No required parking spaces shall be located within any required or landscaped buffer strip. Required parking spaces may be placed in front yards subject to the setback requirements herein provided, with the exception of the first twenty-five (25) feet of any front yard.
12. Computation of Parking Requirements.

In determining the number of off-street parking spaces required:

 - a) Where fractional spaces result, any fraction of, one-half or less may be disregarded, while a fraction in excess of one-half shall be counted as one (1) parking space.
 - b) Areas designated for loading and unloading, and driveways shall not be considered as parking spaces;
 - c) In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.
13. Minimum parking requirements for permitted and special uses are as follows:
 - a) Manufacture and industrial. 2.0 spaces per each three employees.

b) Transportation, Communication and Public or Private Utilities. 2.0 spaces per each three employees.

c) Retail and Wholesale Trade

- 1) General commercial/retail - 1.0 space per 250 square feet of floor area.
- 2) Eating and drinking establishments 1.0 space per 100 square feet of floor area. Establishments with a drive-thru window shall provide a minimum of six (6) stacking spaces per lane.
- 3) Household appliance stores, furniture stores, motor vehicle sales and wholesale stores - 2.0 spaces per 1,000 square feet of sales floor area.

d) Services and Institutions

- 1) Business and professional offices - 1.0 spaces per each 300 square feet of floor area.
- 2) Bank, savings and loans, and financial institutions - 1.0 space per each 250 square feet of floor area.
- 3) Drive-in establishments shall provide six (6) stacking spaces per teller or customer service area.
- 4) Hotel, motel 1.0 space per each unit plus one space per each employee plus additional parking spaces for the retail/service/entertainment area per specific use requirements.
- 5) Health, medical institutions or sanitariums - 1.5 spaces per each 1,000 square feet of floor area.
- 6) Dental and medical clinic or office - 5.0 spaces per each 1,000 square feet of floor area.
- 7) Day care center, child care center, nursery school, pre-school - 2.0 spaces per each 1,000 square feet of floor area.
- 8) Business school, commercial school, trade school, vocational school - 1.0 space per employee plus 1.0 space per each student based on rated design capacity.
- 9) Dance school, music school, vocal school - 1.0 space per employee plus 1.0 space per each three (3) students based on rated design capacity.
- 10) Governmental services - 4.0 spaces per 1,000 square feet of floor area.

- 11) Philanthropic, charitable institutions, and religious retreats - 1.0 space per 1,000 square feet of floor area.

e) Cultural Uses, Entertainment and Sports

- 1) Art gallery, historic site, library, and museum - 2.0 spaces per 1,000 square feet of floor area.
- 2) Community center, convention hall, exhibition hall, meeting hall, recreation building - 1.0 space per 1,000 square feet of floor area.
- 3) Theater 1.0 space per 2.5 seats.

14. Design and maintenance of parking facilities.

- a) Each parking lot shall be graded for proper drainage and provided with an all-weather surface, concrete or asphalt, within ninety (90) days from date of occupancy and shall be kept free of dust, trash and debris. Unless the Village agrees otherwise, a binder course shall be installed prior to any temporary occupancy, and the finish course prior to final occupancy.
- b) Every parking area shall be so designed that each parking space shall open directly upon an aisle or driveway, of such width and design as to provide safe and efficient means of vehicular access to such space(s).
- c) Every parking area shall be designed with appropriate means of vehicular access to a street, in such manner as to minimize interference with traffic movement.
- d) Entrances and exits to and from a parking area shall be not less than sixteen (16) feet and not more than thirty-six (36) feet in width.
- e) Driveways shall have curbs in front of an imaginary line extending parallel to the street-side elevations of the principal building and may be provided with or without curbs behind such imaginary line. Parking spaces and the perimeters of parking lots shall not require curbs if wheel guards or bumper stops are provided. The foregoing provision does not apply to driveways identified by the Owner as temporary and which serve recreational areas within the Business Park.
- f) All parking and loading areas shall be lighted with 400 watt metal halide luminaries and such lighting shall be deemed to satisfy all municipal requirements. Subject to the foregoing:
 - 1) In the interest of public safety, security, and energy conservation, the Village authorities may require exterior lighting of a facility in such a manner and during such hours as may be deemed necessary.

- 2) Such lighting facilities shall be so arranged and operated that they neither unreasonably disturb occupants of adjacent properties, nor interfere with traffic.
- 3) Parking area light levels shall be deemed to satisfy the requirements of this Section and all municipal requirements if:
 - i) a minimum average of 0.6 foot-candles per square foot is maintained for the entire parking area; and
 - ii) a minimum of 0.25 foot-candles per square foot is maintained in all locations within the parking area; and
 - iii) shielded luminaries are utilized adjacent to residential areas.

g) Parking Space Size.

- 1) With Curb. Each off-street parking space with curb, wheel guard or bumper stop shall have an area of not less than one hundred sixty two (162) square feet, exclusive of access drives or aisles, and shall have a length of not less than eighteen (18) feet, a width of not less than nine (9) feet, and a vertical clearance of not less than seven (7) feet.
- 2) Without Curb. Each off-street parking space without curb, wheel guard or bumper stop shall have an area of not less than one hundred eighty (180) square feet, exclusive of access drives or aisles, and shall have a length of not less than eighteen (18) feet, a width of not less than nine (9) feet, and a vertical clearance of not less than seven (7) feet. This requirement may be modified for Retail uses, subject to joint approval of the owner and the Village.

h) Parking Lot Islands

- 1) One landscaped parking lot island should be provided within every parking lot (with/or without curbs) for every twenty-five (25) car spaces and shall be at least eight (8) feet long and fifteen (15) feet wide.
- 2) The island should be minimally equal to the area of one required car parking space. This requirement can be met with combined or divided islands (for example, two islands, each having half of the area of one required car parking space will satisfy this requirement).
- 3) In computing this landscape requirement, the number of parking spaces shall be rounded down to the nearest twenty five (25) space increment.

- i) Handicapped parking spaces shall be provided in accordance with the local and state building and accessibility codes.

i) Parking Lot Pavement

- i) The minimum standards for automobile parking lot pavement and drives shall be 10" of Aggregate Base Course, Type B, and 2 1/2" of Bituminous Concrete Surface and a Binder Course, Class I.

15. Off-Street Truck Loading/Parking. For any building or structure which is to be erected or substantially altered, and which requires the receipt or distribution of materials or merchandise by trucks or similar vehicles, there shall be provided off-street loading berths not less than the minimum requirements specified in this Section 15.

a) Minimum Required Number of Loading Spaces.

The minimum number of loading spaces accessory to any building or structure erected, structurally altered, or enlarged shall be:

<u>Gross Floor Area</u>	<u>Required Spaces</u>
5,000-10,000	1
10,000-40,000	2
40,000-150,000	3

For each additional 100,000 square feet of gross floor area over 150,000 square feet of gross floor area, one additional loading space shall be required.

- b) A minimum required loading space may be internal or external to the building.
- c) If a minimum required loading space is internal (wholly enclosed within the building), the space shall be at least twelve (12) feet in width and at least sixty-five (65) feet in length, exclusive of access drive, aisles, ramps maneuvering spaces, columns and work areas, and shall have a vertical clearance of not less than fourteen (14) feet.
- d) If a minimum required loading space is external to the building, it shall not be located in a front yard or corner front yard, and the loading space shall be at least ten (10) feet wide and at least twenty-five (25) feet in length and shall have a vertical clearance of at least fourteen (14) feet.
- e) Location

- 1) All required loading berths shall be located on the same Buildable Lot as the use to be served and no portion of the vehicles shall project into a dedicated street or alley.
 - 2) No loading berth for vehicles of more than two (2) tons payload capacity shall be located less than fifty feet (50') from the Residential Parcel or any residence district lot line.
 - 3) No permitted or required loading berth shall be located within forty feet (40') of the nearest point of intersection of any two (2) streets right-of-ways.
 - 4) No permitted or required loading berth shall be located in a required front yard or corner front yard.
- f) Design and Maintenance of off-street loading facilities

1) Size

A required off-street loading berth shall be at least twelve feet in width by at least sixty five feet in length (12' x 65'), exclusive of aisle and maneuvering space, and shall have vertical clearance of at least fourteen feet (14').

2) Access

Each required off-street loading berth shall be designed with appropriate means of vehicular access to a street or alley in a manner which will not unreasonably interfere with other traffic movements. However, this shall not in any manner restrict the use of such street or alley as a turning area for docking maneuvers. Notwithstanding the foregoing, although off-street loading berths may front directly on U.S. Route 20 and Brier Hill Road and have vehicular access to U.S. Route 20 and Brier Hill Road, use of such roads for truck backing maneuvers is prohibited.

3) Surfacing

The minimum standard for truck staging areas and truck drives shall be 12" of Aggregate Base Course Type B and 3" of Bituminous Concrete Surface and a Binder Course Class 1.

4) Space Allowed

Spaces allowed to any off-street loading berth shall not, while so allocated, be used to satisfy the space requirements for any off-street parking facilities or portions thereof.

5) Modifications

Any of the foregoing can be varied with the permission of the Village Board of Trustees.

L. MAILBOXES

1. Unless required by local postal authorities, no mailboxes shall be required within the Business Park.

SCHEDULE ONE TO EXHIBIT H

LANDSCAPING STANDARDS FOR INDIVIDUAL BUILDABLE LOTS

1. Landscaping Elements. Landscaping may include grading, earth berms, boulders, stones, seeding, sodding, raised planters, architectural decorative walk or fencing, trees, shrubs, ground cover, perennials and annuals, grasses, and other landscape materials, and permanent sprinkling systems, storm run-off retention or detention ponds, reflective ponds, and landscape lighting.
2. Areas to be Landscaped. Those portions of property not devoted to buildings, pavement, or other permanent improvements shall be landscaped and well maintained, with the exception of portions of the site, exclusive of required front yards being held for future expansion which may be left in a natural state or planted with native plants.
3. Plant Material. Plant material selection shall take into consideration the following:
 - a) Disease and insect resistance
 - b) Hardiness to the area
 - c) The ability to provide seasonal interest
 - d) Future maintenance considerations
 - e) Species needing only limited watering
4. Landscape Plans. All landscape plans must show the proposed land slope with a one (1) foot contour interval, and all proposed plantings, drainage facilities, pavements, exterior lighting or grade utilities, and other proposed facilities.
5. Time of Completion. All landscaping on each Buildable Lot shall be completed within six (6) months after occupancy or completion of any building thereon, whichever first occurs. The time of completion may be extended if there are delays caused by adverse weather conditions or by force majeure.
6. Maintenance. Parking areas, landscaping and landscape structures shall be maintained in a sightly, well-kept condition.
 - a) The Buildable Lot owner, or owner's designated representative, shall be responsible for maintaining all landscaping as approved, including the replacement or restoration of any landscape item that has been damaged, does not properly grow or that is in need of repair or replacement.
7. Landscape Placement. No landscaping shall be placed in such a way as to obstruct pedestrian or vehicular line-of-sight at a public right-of-way driveway or

intersection. No landscaping shall be placed so as to interfere or cause damage to roadways, utilities or other public works. Species of trees known to cause damage to roadways, underground utilities, or other public works shall not be used in an area where such damage could occur.

8. Tree Placement. It is encouraged that all trees and shrubs shall be grouped informally and shall complement any existing tree masses located within any required front, side, or rear yard areas and shall not conflict with underground utilities.
9. Landscaping Screening. When landscape materials, including berms and plantings, are used to screen accessory structures, appurtenances, storage fences, loading, or parking facilities, the screening shall, within three (3) years of installation of the improvement, be of sufficient size and opacity to screen, on a year-round basis, a minimum of fifty percent (50%) of the area to be screened.
10. Existing trees. The parties acknowledge that it is beneficial to preserve as many of the desirable existing trees as possible and that all reasonable efforts shall be made to do so. However, notwithstanding any Village Ordinance regarding the preservation of trees to the contrary, the placement of streets, building pads, future expansion areas, driveways, parking lots and other design elements are very critical decisions for the success of the Business Park and the removal of any existing trees to accommodate these needs are the ultimate responsibility of the Owner. The burden of these decisions shall rest solely with the Owner and the Owner shall be free to remove or retain trees as it deems necessary without the approval of the Village.
11. Fencing. All perimeter fencing shall be landscaped screened by the party installing the fence.
12. Irrigation waters. Water for irrigation purposes may be taken from storm water detention ponds within or adjacent to the Property or on-site wells may be provided for that purpose provide due caution is taken to insure that such wells do not detrimentally effect nearby potable water wells.
13. Perimeter landscape buffer. A perimeter landscape buffer of at least ten (10) feet wide shall be maintained along all side and rear Buildable Lot lines.
14. Parking areas. Parking areas adjacent to a street shall be screened from the street(s) by landscaped berms, hedges, or plantings. There shall be a landscaped buffer strip between every parking area and adjacent Buildable Lots located at least eight feet (8') from the Buildable Lot line. Said buffer strip shall contain at least one shade tree, at least three inches (3") in diameter, for every forty (40) lineal feet of parking area.
15. Minimum planting required. Each Buildable Lot shall include a minimum of one (1) three inch (3") shade tree in frontage areas for each forty (40) lineal feet of Buildable Lot frontage. It is recommended that three be grouped in clusters and

oriented to harmonize with adjacent landscaping in place or proposed landscaping. In the future development of Buildable Lots, credit shall be given for any trees, shrubs or evergreens previously installed by the Owner.

EXHIBIT "I"

THE USE STANDARDS FOR THE RESIDENTIAL PARCEL

A. Permitted Uses. The following are permitted uses within the Residential Parcel:

1. Libraries.
2. Single-family duplex dwellings.
3. Single-family detached units.
4. Private or public community centers including recreation and social facilities.

B. Lot and Bulk Restrictions.

1. Single Family Residential

Minimum Lot Size:	8,100 Square Feet
Minimum Lot Width:	65 Feet
Minimum Front Yard:	25 Feet
Minimum Corner Side Yard:	25 Feet
Minimum Rear Yard:	30 Feet
Minimum Interior Side Yard:	8 Feet
Minimum Floor Area Per Dwelling:	1,200 Square Feet

2. Single Family Attached (Duplex) Residential

Minimum Lot Size:	6,825 Square Feet
Minimum Lot Width:	65 Feet
Minimum Front Yard:	25 Feet
Minimum Corner Side Yard:	20 Feet
Minimum Rear Yard:	30 Feet
Minimum Interior Side Yard:	5 Feet
Minimum Floor Area Per Dwelling:	924 Square Feet

3. Lot width shall be as follows:

- a) Not less than sixty-five feet (65') for single-family detached dwellings.
- b) Not less than sixty-five feet (65') for two-family detached, single-family semi-detached and attached dwellings, and multiple-family dwellings.

4. Floor area ratio for nonresidential permitted uses and special uses shall not exceed 0.5.

- a) Building height for dwelling uses shall be not more than thirty-five feet (35')

5. Yards for nonresidential permitted uses shall be as shown on the Preliminary Development Plan for the Residential Parcel. Chimneys and Bay Windows may encroach into any side yard, if such encroachment does not exceed 2 feet. Eaves may encroach into any side yard, if such encroachment does not exceed 1 foot.

6. Off-street parking shall be provided in accordance with provisions set forth in Article XI of the Village Zoning Regulations. Duplex dwellings shall not be required to have a two-car garage.

7. All mailboxes and posts installed on the Residential Parcel shall be in compliance with the mailbox design standards attached to this Exhibit.

8. All street signs and poles erected on the Residential Parcel shall be in compliance with the street sign design standards attached to this Exhibit.

9. All traffic sign posts on the Residential Parcel shall be installed in compliance with the traffic sign post design standards attached to this Exhibit.

10. All fences located on the Residential Parcel shall be constructed of the materials and design set forth on the attached fence standards attached to this Exhibit "I." Fences on the perimeter of the Residential Parcel shall not exceed 6 feet in height and all other fences shall not exceed 4 feet in height.

11. Chimneys and bay windows may encroach in up to 2 feet into any side yard.

ATTACHMENT TO EXHIBIT "I"

MAILBOX DESIGN STANDARDS (1 of 2)



STANFORD

- 3" Fluted Extruded Aluminum Post, DSD
Wd# 0003-T8
- Cast Aluminum Support Arm, 319 Alloy
(Chromated) Welded to Post
- Cast Aluminum Ball Cap
- Gloss Black Powder Coat Finish
- Black TI Mailbox
- 3" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
MAILBOX SERVICE, INC.
10753 WOLF DRIVE
HUNTLEY, IL 60142
(847)880-2752

VILLAGE OF
HAMPSHIRE

COPYRIGHT © 2004 ENGINEERING ENTERPRISES, INC.

SINGLE FAMILY MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
630/466-9350 phone - 630/466-9380 fax

SCALE:
N.T.S.

DATE:
5/18/04

DRAWING
NUMBER:
HA004

DRAWN BY:
KKP

REVISED:

1165

MAILBOX DESIGN STANDARDS (2 of 2)



YALE DOUBLE

- 4" x 4" x .125 Wall, 6063-T82 Extruded Aluminum Post
- Heavy Cast Aluminum Support Arm, 316 Alloy (chromated)
- Heavy Cast Aluminum Cap, 316 Alloy
- Gloss Black Powder Coat Finish
- Black T1 Mailboxes (two)
- 1 1/8" Gold Vinyl Address Numbers
- Installed with Cement

MANUFACTURER:
MAILBOX SERVICE, INC.
10763 WOLF DRIVE
HUNTLEY, IL 60142
(847)880-2752

**VILLAGE OF
HAMPSHIRE**

DEPARTMENT OF ENGINEERING ENTERPRISES, INC.

DUPLEX MAILBOX

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
630/466-9350 phone - 630/466-9380 fax

SCALE:
N.T.S.

DRAWING
NUMBER

DRAWN BY:
KKP

DATE:
5/18/04

HA005

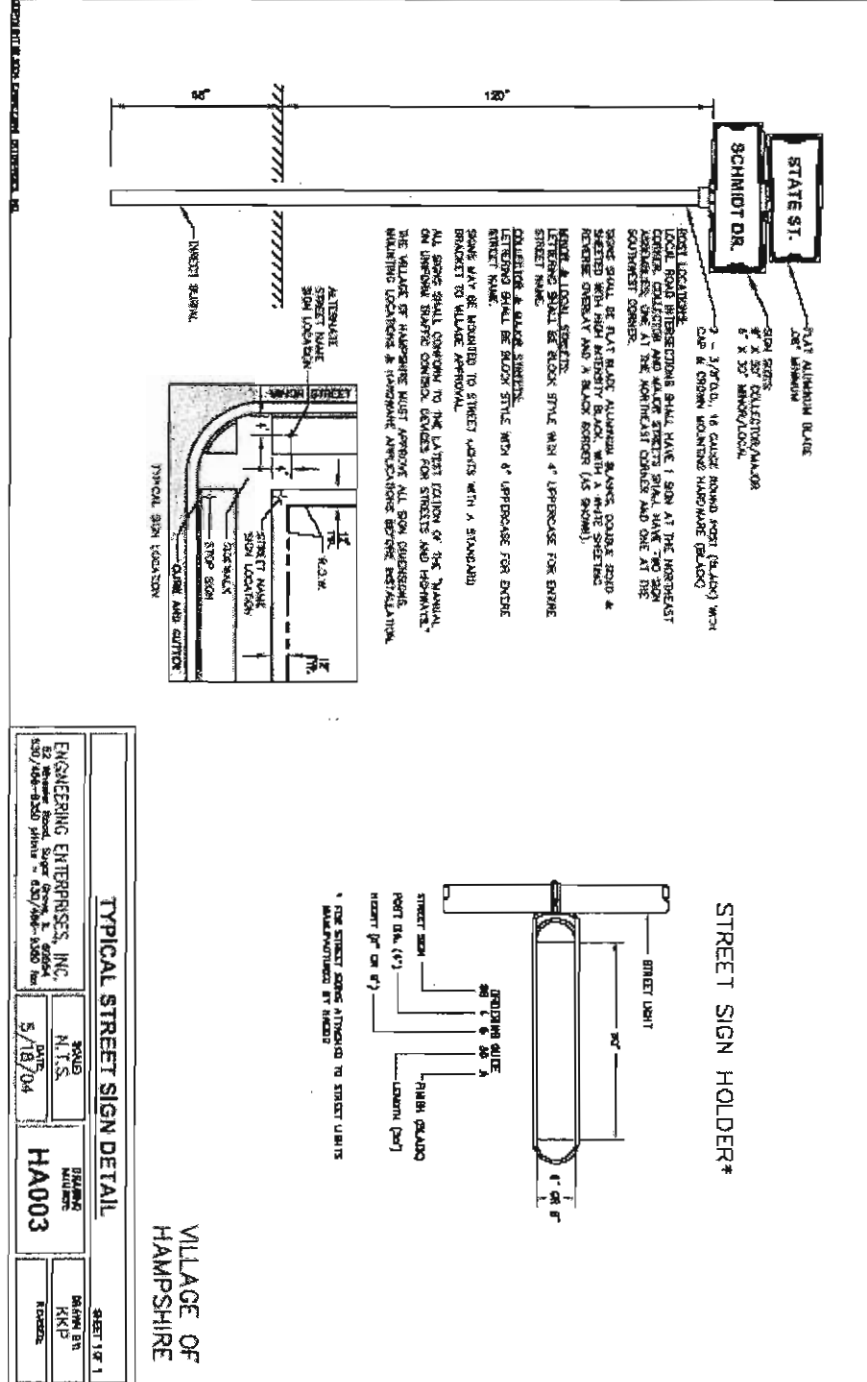
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ATTACHMENT TO EXHIBIT "I"

STREET SIGN DESIGN

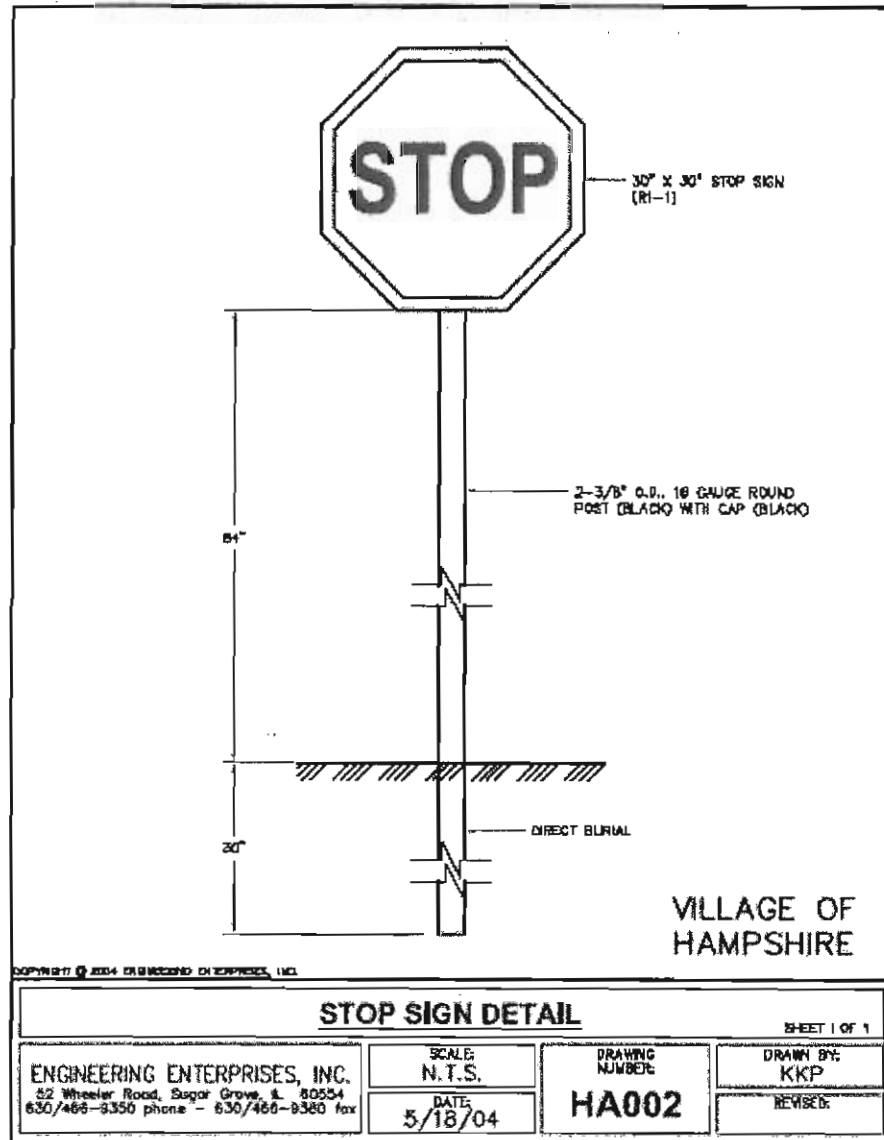
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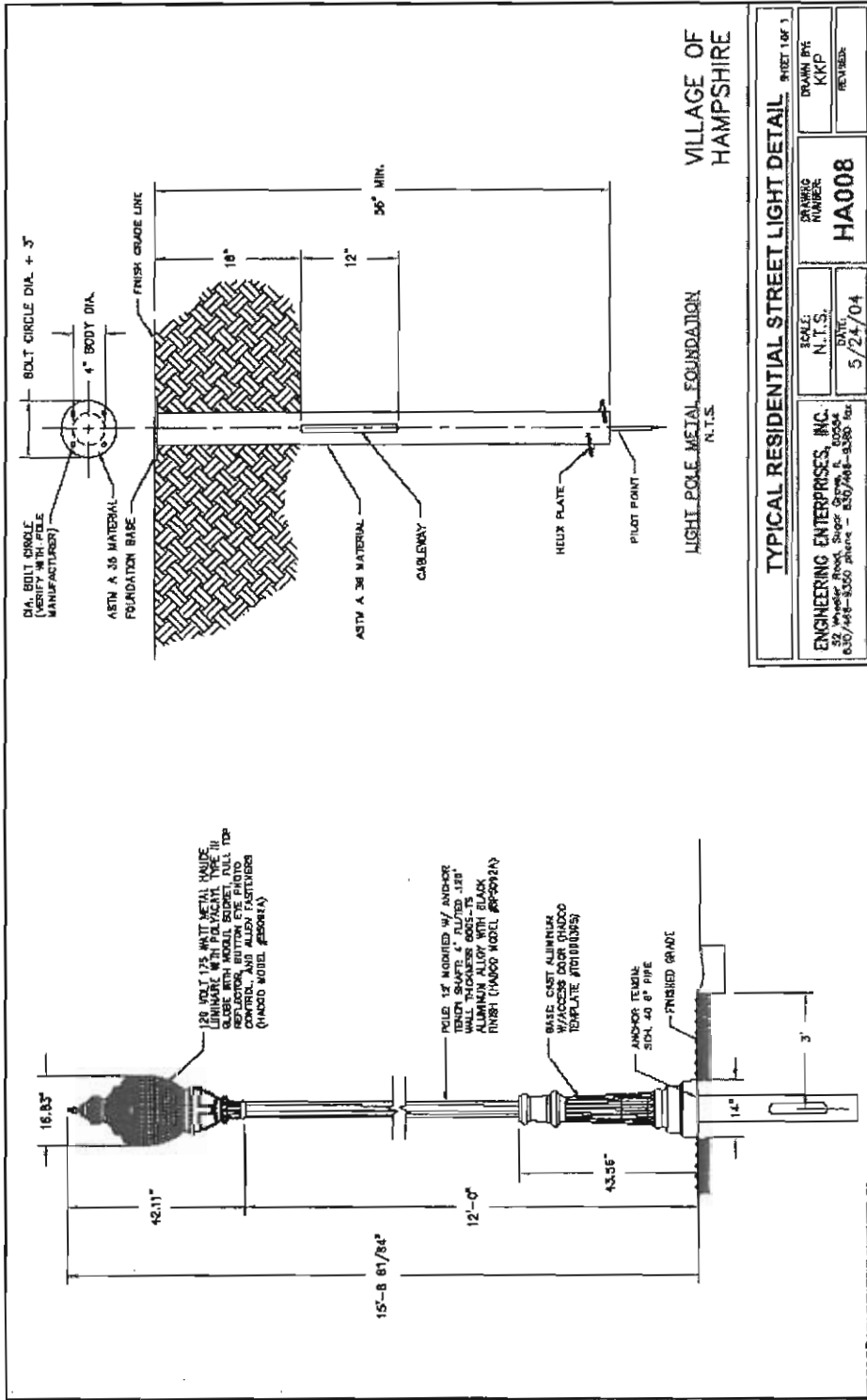
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TRAFFIC SIGN POST DESIGN STANDARDS



1/68

ATTACHMENT TO EXHIBIT "I"

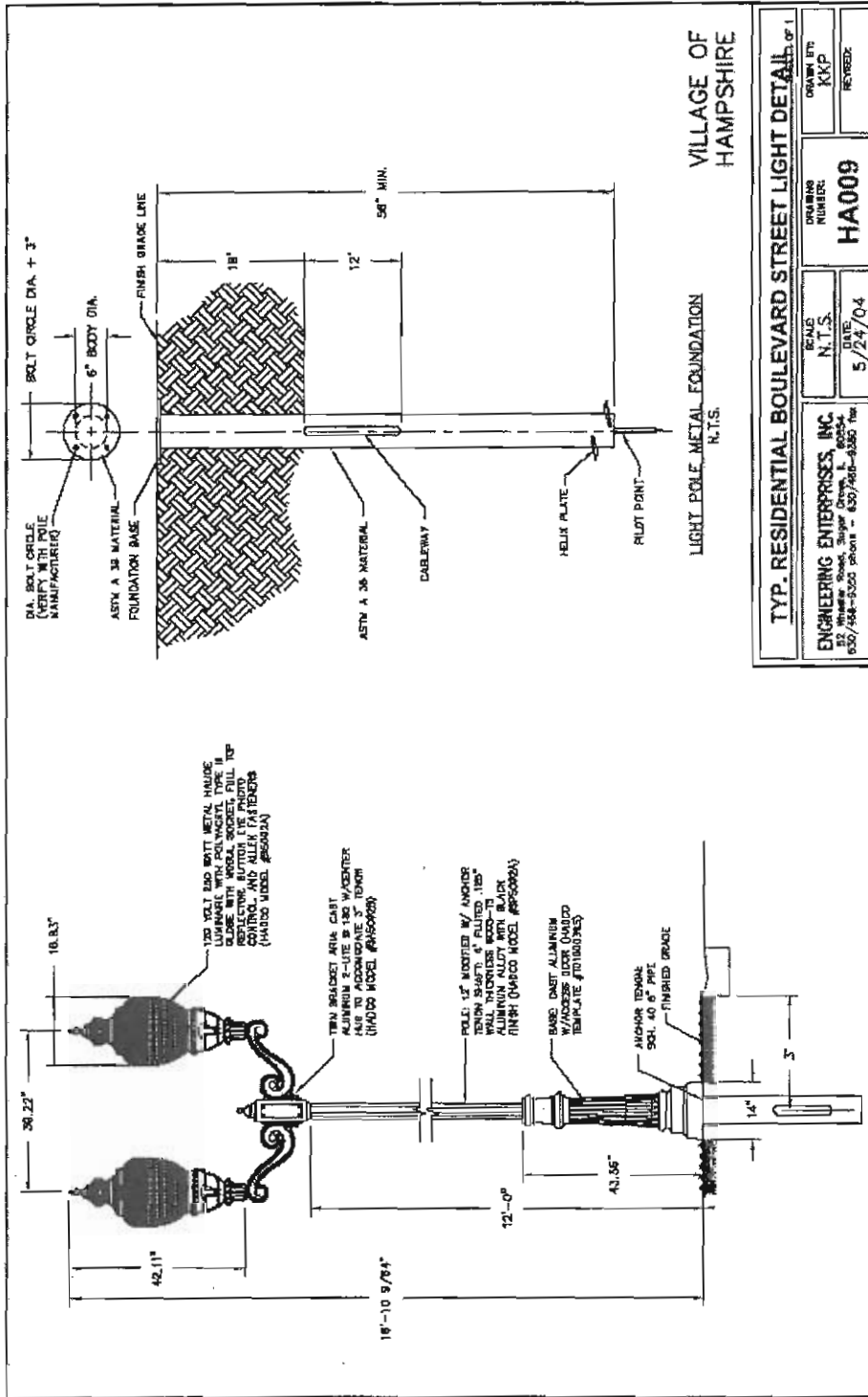
STREET LIGHT DESIGN STANDARDS (1 OF 2)



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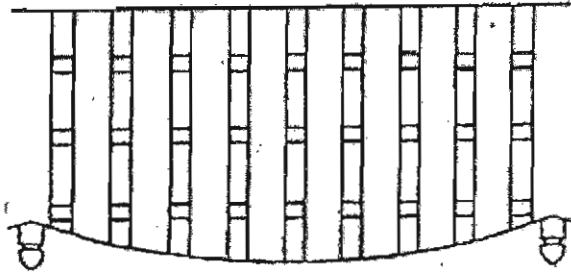
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STREET LIGHT DESIGN STANDARDS (2 OF 2)

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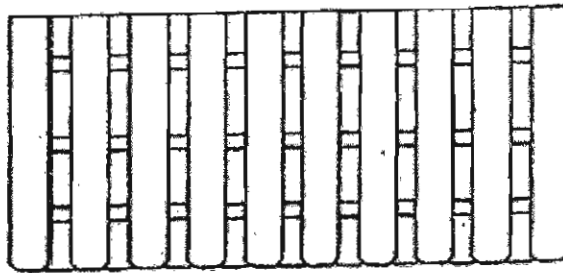


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BOARD ON BOARD ARCHED



BOARD ON BOARD DOG EAR

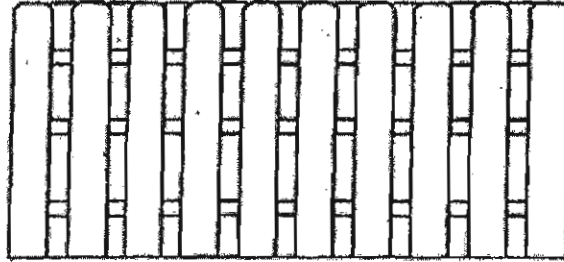


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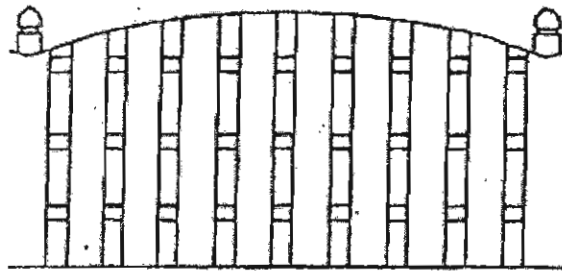
FENCE STANDARDS

ATTACHMENT TO EXHIBIT "1"

6-FOOT BOARD ON BOARD FENCE



BOARD ON BOARD DOG EAR



BOARD ON BOARD ARCHED

PERIMETER ONLY

172

EXHIBIT "J"

OWNER'S PROPOSAL FOR EASTBOUND AND WESTBOUND RAMPS

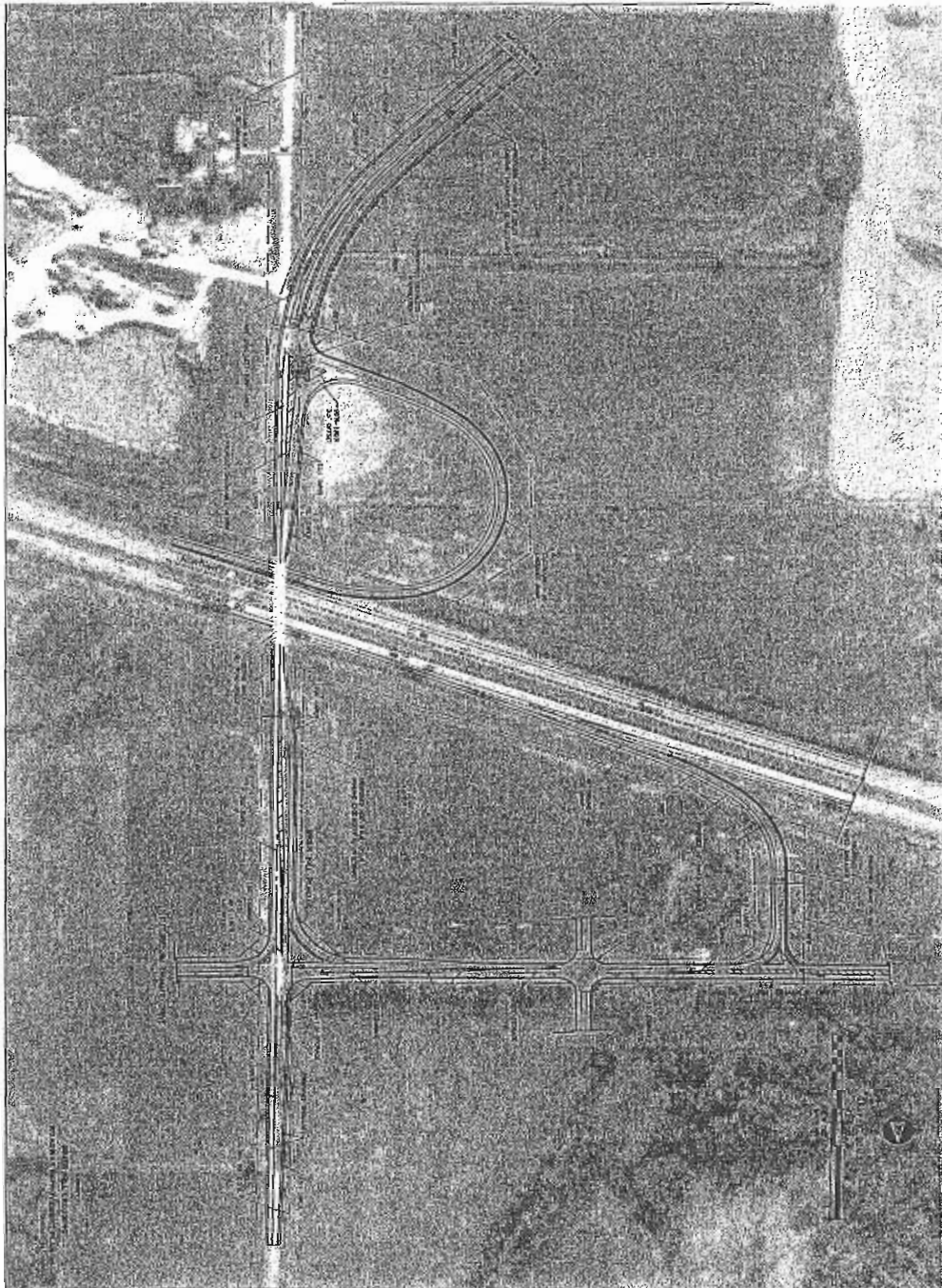


EXHIBIT "K"

BUSINESS PARK STREETLIGHT GUIDELINES

Street lights will be provided at intersections, sharp curves, island medians, and 450 foot spacing. Cable for street lighting in Parkways will be installed in uniduct. Cable for street lighting under pavement will be installed in galvanized steel conduit. Two hundred fifty watt high pressure metal halide luminaries mounted on standard poles, 30 feet mounting height, and made of rounded tapered aluminum will be utilized and shall be deemed to satisfy all Village illumination requirements. Owner may vary from the foregoing guidelines with the approval of the Village, which approval shall not unreasonably be withheld.

EXHIBIT "L"
PAVEMENT DESIGN

Business Park Pavement Design:

The following pavement section will be used for all roads in the Business Park including Brier Hill Road widened pavement sections:

- Brier Hill Road (SN = 4.14)
 - 1 1/2" Surface Course
 - 6" Binder Course
 - 12" Aggregate Base Course
- Other Business Park Streets (SN = 3.65)
 - 1 1/2" Surface Course
 - 4 1/2" Binder Course
 - 12" Aggregate Base Course

Residential Parcel Pavement Design:

- 1-1/2" Bituminous Concrete Surface Course, Superpave, Mix C, N50
- 2-1/2" Bituminous Concrete Binder Course, Superpave, IL-19.0, N50
- 12" Aggregate Base Course CA6 Grade 8 or 9

EXHIBIT "M"

MONOTONY

Single Family Anti-Monotony Standards:

The following anti-monotony standards shall apply to all single-family neighborhoods:

1. Builder(s) are required to offer a minimum of three façade (front elevation) options on all models.
2. The same model may be built next to or directly across the street from itself if the facades are substantially different.
3. A building on a corner lot shall not be considered substantially similar to another building in the same block if the front elevations of the buildings face different streets.
4. The same siding color may not be built next to or directly across the street from itself.
5. The same model may be built around the bulb of a cul-de-sac if the facades are substantially different.
6. A building shall not be considered substantially similar to another building if a preponderance of the front elevations of the two buildings are of different color and the front elevations of the two buildings differ as to two or more of the characteristics set forth below:
 - a. Shape of the front elevation silhouette;
 - b. Relative locations and sizes of windows in the front elevation. Single, ganged or bay windows;
 - c. Siding type (e.g. brick veneer, lapped horizontal siding, half timber, board and batten, shakes, etc.) on the front elevation;
 - d. Front porch size full across entire front elevation of house (garage not included). Half porch extended less than half the length of the porch elevation; none - no covered entry;
 - e. Relative locations and dimensions of garage door(s), if included on the front elevation;
 - f. Housing styles (e.g. ranch, bi-level, tri-level, 1 ½, 2, and 3 story).
7. A new-constructed single family detached home may not be located next to or across the street from another such newly-constructed or existing residential structure which has substantially similar front elevation, facing the public street. If a lot overlaps another lot across the street by 25% or more, it will be considered as being across the street.
8. Prior to Final Plat approval, a matrix will be submitted for City approval that will identify which elevations may be constructed next to each other, pursuant to the foregoing standards.

9. All single-family homes sold in the development will offer at least one elevation that includes masonry elements in the front elevation.
10. Duplexes – A newly constructed duplex structure may not be located next to or across the street from another newly-constructed or existing residential structure which has a substantially similar front elevation and the same siding color facing the public street.
11. Where a front exterior does not have a building material change (siding to brick, siding to shingled roof or brick to shingles roof) above the garage, there shall be a delineation at the line where a material change would otherwise occur: with siding, a horizontal trim board across the elevation shall be used; and with brick, a horizontal soldier course shall be used.

EXHIBIT "N"

LANDSCAPING PLAN FOR THE RESIDENTIAL PARCEL

Brier Hill Crossing, Preliminary Landscape Plan, Revision Date 1/13/05, prepared by Pugsley and Lahaie, Consisting of Pages 1 through 9 and Brier Hill Crossing, Typical Foundation Landscape Plans, dated 2/14/05, prepared by Pugsley and Lahaie Ltd., Consisting of 1 Page.

EXHIBIT "O"

CONCEPT LANDSCAPE PLAN – BUSINESS PARK

**Site Landscape Plan for Brier Hill Crossings, Hampshire, Illinois; Prepared by ILT
Vignocchi, Sheets L1 through L3, Revision Date 2/25/05**

EXHIBIT "P"

SCHEDULE FOR ISSUANCE OF SSA BONDS

<u>Date</u>	<u>Activity</u>	<u>Responsibility</u>
Week 1	Prepare general cost estimates	Owner
Week 1	Owner files application to form a Special Services Area with Village	Owner
Week 1	Select financing team	Owner/Municipality
Week 3	Prepare and adopt ordinance proposing the establishment of a Special Services Area ("Proposing Ordinance")	Bond Counsel
Week 9	Publish notice of public hearing to all taxpayers of record within the Special Service Area	Bond Counsel
Week 11	Hold public hearing (must be within 60 days of adoption of Proposing Ordinance)	Municipality

Upon receipt and approval of final engineering costs for the SSA Improvements, which shall be not later than fourteen (14) weeks after approval of the Final Development Plan in question, the Village and Owner shall adhere to the following schedule for issuance of the SSA Bonds.

<u>Date</u>	<u>Activity</u>	<u>Responsibility</u>
Week 1	Prepare and adopt Establishing Ordinance establishing the Special Service Area	Bond Counsel
Week 2	Trust Indenture prepared	Bond Counsel
Week 3	Owner's Agreement prepared	Owner/Municipality
Week 3	Appraisal Finalized	Owner
Week 3	Absorption Study Finalized	Owner
Week 4	Limited Offering Memorandum Finalized	Underwriter
Week 6	Sell Bonds	Underwriter
Week 7	Prepare and adopt Bond Ordinance	Bond Counsel
Week 8	Tax Levy filed with County Clerk	Municipality
Week 8	Bond Closing	All Parties

Subsequent to issuance of the SSA Bonds, the Village and Owner shall adhere to the following annual responsibilities until the SSA Bonds are retired.

Annual Responsibilities

Generate Revised Tax Roll	Administrator
Prepare and Adopt Abatement Ordinance	Bond Counsel
File Tax Roll with County	Municipality
File Abatement Ordinance with County	Municipality

EXHIBIT "Q -1"

BUSINESS PARK DONATION OBLIGATIONS

TYPE OF FEE	AMOUNT
Public Use	
Water Tower & Facilities	Not Applicable
Sanitary Sewer Facility & Treatment Plant	Not Applicable
Municipal Service Areas	Not Applicable
Transition Fee	
Village	Not Applicable
School District	Not Applicable
Fire Protection District	Not Applicable
Park	Not Applicable
Library District	Not Applicable
School	Not Applicable
Park and Recreation	Not Applicable
Wastewater Treatment	(1), (2)
Sewer connection	(1)
Water Supply & Storage	Not Applicable
Water Connection	Not Applicable
Fire Protection	Not Applicable
Library	Not Applicable
Transportation Planning and Roadway Improvement Fee	Not Applicable
Building Permit	(3)

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Notes:

- (1) Those fees generally in effect throughout the Village as of the date of application for building permit for each principal use in the Business Park, provided however that in no year shall the rate of increase in such rates over the prior year exceed the rate of increase in the Construction Costs Index published by the Engineering News Record for the same period (and if such Index or periodical is no longer available, a similar publication or index).
- (2) Subject to the credit provided in Section 6.3 of the Agreement.
- (3) Those fees generally in effect throughout the Village as of the date of application for building permit for each principal use in the Business Park.

EXHIBIT "Q -2"

RESIDENTIAL PARCEL DONATION OBLIGATIONS

FEE	SINGLE FAMILY	DUPLEX
Public Use		
Water Tower & Facilities	Not Applicable	Not Applicable
Sanitary Sewer Facility & Treatment Plant	\$803.40	\$803.40
Municipal Service Areas	\$1071.20	\$1071.20
Transition Fee (5)		
Village - per unit	\$615.00	\$615.00
School District- per unit	\$2,750.00	\$2,750.00
Fire Protection District- per unit	\$300.00	\$300.00
Park - per unit	\$250.00	\$250.00
Library District per unit	\$85.00	\$85.00
School (1)		
2 BR		\$596.92
3 BR	\$2,539.96	\$1,122.92
4 BR	\$4,334.03	
Park and Recreation (2)		
2 BR		\$2,059.20
3 BR	\$2,583.20	\$2,468.80
4 BR	\$3,184.00	
Wastewater Treatment- per unit	\$2,625.00	\$2,625.00
Sewer connection – per unit		
2 BR		\$1,600.00
3 BR	\$2,400.00	\$2,400.00
4 BR	\$2,800.00	
Water Supply & Storage	Not Applicable	Not Applicable
Water Connection	Not Applicable	Not Applicable
Fire Protection – per unit	\$300.00	\$300.00
Library – per unit	\$150.00	\$150.00

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FEE	SINGLE FAMILY	DUPLEX
Transportation Planning and Roadway Improvement Fee – per unit (3)	\$1,636.00	\$1,636.00
Building Permit	(4)	(4)

Notes:

(1) Based on \$115,789/acre, assuming no land is donated – This obligation will be satisfied in full as to District 300 and no cash contribution will be required to District 300 upon donation of the Regional School Site. No land will be donated to District 158 and, therefore, the District 158 contributions shall be in cash.

(2) Based on \$80,000/acre assuming no land is donated.

(3) Subject to the credit provided in Section 8.4 of the Agreement.

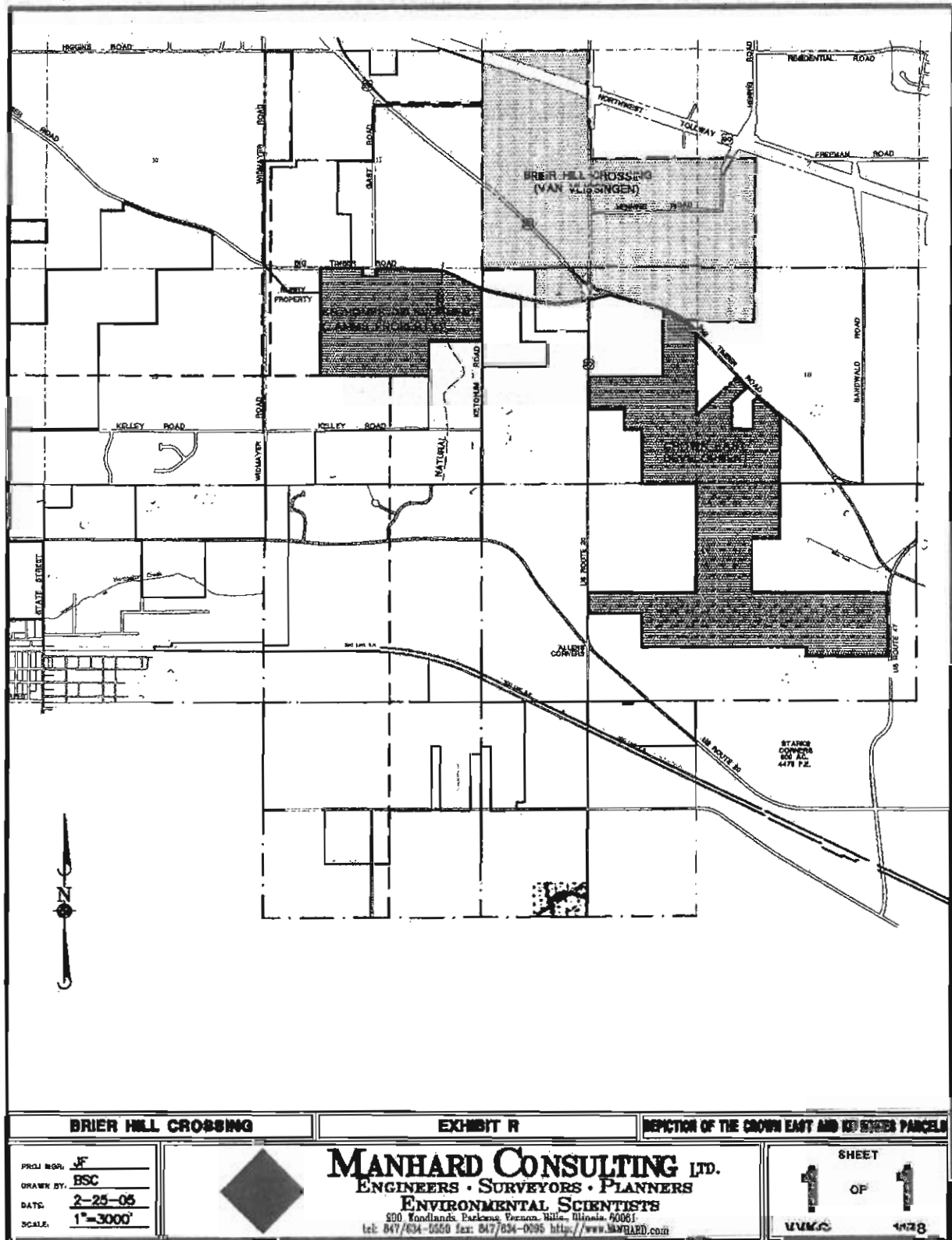
(4) An amount equal to those fees charged by Village's outside consultant from time to time, provided however that Owner's obligation shall not exceed those fees in effect as of the date hereof, increased annually by a percentage equal to the percentage increase (if any) in the Consumer Price Index.

(5) The transition fees referenced herein shall be modified by a percentage equal to the percentage increase or decrease in the Consumer Price Index for each calendar year from and after the effective date of this Agreement.

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EXHIBIT "R"

DEPICTION OF THE CROWN EAST AND KB HOMES PARCELS



BRIER HILL CROSSING

EXHIBIT R

DEPICTION OF THE CROWN EAST AND KB HOMES PARCELS

PROJ. NO.: JF
 DRAWN BY: BSC
 DATE: 2-25-05
 SCALE: 1"=3000'



MANHARD CONSULTING LTD.
 ENGINEERS • SURVEYORS • PLANNERS
 ENVIRONMENTAL SCIENTISTS
 800 Woodlands Parkway Vernon Hills, Illinois 60061
 tel: 847/634-0550 fax: 847/634-0996 <http://www.MANHARD.com>

SHEET
1 OF **1**
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EXHIBIT "S"

BRIER HILL CROSSING
DESIGN CRITERIA

1. Utilities

a) Sanitary Sewers

- i. Sanitary sewer pipe and preformed connections (wyes and tees) shall be made of PVC, SDR26. SDR 18 shall be used for pipe in excess of 15 feet in depth.
- ii. The standard manhole shall be a 4 foot interior diameter. 5 Foot diameter manholes shall be used when pipe sizes are in excess of 24 inches.
- iii. Maximum spacing shall be 400 feet on center. 500 foot on center for pipes 24" and larger.
- iv. Desirable to install sanitary sewer mains nominally at 8 to 10 feet deep, except at critical points. A minimum cover of 4 feet may be used at critical locations.
- v. All sanitary sewer mains 12 feet or greater in depth must have sanitary service risers in the residential portion of the project. Services will generally not be provided in the business park, but rather tapped on a site by site basis.
- vi. All frames for the above structures shall be accessible (not curb type frame and grates) and shall use precast adjusting rings (up to 4 rings maximum for a total of a maximum of 8 inches).
- vii. Sanitary Sewer construction shall also comply with the Village's "Standards for Sanitary Sewer Construction" dated April 2003 and attached hereto.

b) Storm Sewers

- i. All storm sewer structures and connections within the Village owned ROW (wyes, tees, inlets, catch basins, manholes, and pipe) shall be made of precast concrete. Service pipe and connections shall be made of PVC, SDR26. Privately maintained storm sewer may include the use of PVC or HDPE pipe materials.
- ii. Storm sewer pipe shall be a minimum interior diameter of 12 inches for mains and 10" for laterals and 6 inches for services.
- iii. The standard manhole, with tongue and groove joints, shall be a 4 foot interior diameter. Enlarged manhole (5 foot and larger) may be required for pipe connections at any angle different than 180 degrees and/or for when 3 or more pipes connect to a drainage structure, depending on the pipe size(s) and elevations.
- iv. The typical design will include inlets draining to manholes. Catch basins will be used sparingly at key locations such as prior to pond entrances and where practical to maintain.
- v. Allowable depth of ponding before overflows (summits) should be as follows: Drives, parking lots, and roadways: maximum of 9 inches. Grassed areas and rear yards: maximum of 18 inches (12 inches preferred).
- vi. The allowable distance from a summit/crest to the first drainage structure will be allowed up to 400 linear feet from the crest.

- vii. The required amount of drainage structures located in all sags shall be calculated with ponding in one half of the travel lane covered with water.
- viii. Storm sewer services shall be provided in the Residential Portion of the project.
- ix. All structures (manholes, inlets, and/or catch basins) located in the pavement or in the curb line shall have four 6 inch diameter weep holes cast at least 4 inches below the precast concrete top. These weep holes shall be covered with heavy duty screen and filter fabric on the outside of the structure.
- x. All frames for the above structures shall be accessible (not curb type frame and grates) and shall use precast adjusting rings (4 rings maximum for a total of a maximum of 8 inches).
- xi. Rubber boots will not be required for pipe connections into manholes.
- xii. Use precast concrete flat tops on all structures when the top of pipe is less than or equal to 4 feet deep, or otherwise, use a concentric and/or an offset cone.
- xiii. Storm sewer sizing shall be calculated using a rational design method using a 5 year frequency storm event.

c) Watermains

- i. Watermains shall be constructed at a minimum depth of 5'-6" below proposed grade to the top of the pipe.
- ii. Watermains within public easements and right-of-ways shall be made of ductile iron pipe. Services shall be made of copper pipe for two inch and smaller and ductile iron pipe for greater than 2 inch.
- iii. Service connections shall be by tap connection for two inch and smaller and by pressure connection for greater than 2 inch. Services will generally not be provided in the business park, but rather tapped on a site by site basis.
- iv. Valves on mains shall be located such that no more than 20 homes would be shut off at any time.
- v. Precast vaults shall be used (4 foot diameter for 8 & 10 inch valves and 5 foot diameter for 12 & 16 inch valve).
- vi. Fire Hydrants shall be located a minimum of 3 feet from back of curb to the centerline of the fire hydrant with a maximum spacing of 350 foot.
- vii. Watermain construction shall also comply with the Village's "Standards for Watermain Construction."

2. Grading

- a) Maximum yard slopes in residential areas shall be 4:1. Maximum yard slopes in business park areas shall be 3:1.
- b) Slopes into detention/retention ponds shall be 4:1 or flatter in residential areas, 3:1 in business park areas where side slopes are not mowed.
- c) Maximum driveway slope in parkways shall be 8% (with most slopes between 2 and 6%) for residential and maximum of 6% for commercial entrances; then the sidewalk cross slope; and the remaining portion to the face of the garage shall match the above slopes.

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- d) Attempt to provide each lot with as much usable rear yard as possible (i.e., 3 to 10% slope). This can be accomplished with the use of drop siding or flat areas immediately behind the house with terraces and/or retaining walls.
- e) The minimum swale slope shall be 1.5% for all surfaces (grass; front, rear, and side yards; open areas; athletic fields; roadways and parking lots).

3. Roadways/Parking Lots

- a) A vertical curve shall be provided for all algebraic differences (A) in gradients of 2% or greater. Length of Curve = $A \times K$ (where $K=25$) for minor subdivision streets. Round up to nearest 10 feet. The minimum length is 50 feet.
- b) Curb and gutter around islands/medians shall be the reverse type of above curb and gutter types.
- c) Each residential unit will be allowed a single curb cut on Village streets. In the Business Park, the maximum allowable number of curb cuts per Buildable Lot shall be as follows: 4 curb cuts for sites 5 acres or less, 6 curb cuts for sites between 5 - 10 acres and 8 curb cuts for sites over 10 acres (loading docks and service doors, facing or exiting out on to the street are not included in the foregoing limitation and are unrestricted; multi-building sites are not included in the foregoing limitation and are unrestricted). The width of curb-cuts within the Business Park shall be determined by the Owner. Notwithstanding the foregoing, although off-street loading berths may front directly on U.S. Route 20 and Brier Hill Road and curb-cuts are permitted onto U.S. Route 20 and Brier Hill Road, use of such roads for truck backing maneuvers is prohibited.
- d) Gravel parking lots will be allowed for temporary uses in the Business Park such as for recreational facilities.
- e) No stub streets along exterior property boundaries will be provided in the Business Park.

4. Testing – Shall apply to public improvements only

- a) Sanitary Sewer Testing shall be performed as described in the Village's "Standards for Sanitary Sewer Construction."
- b) Proof-rolling of roadway subgrades shall be done in accordance with IDOT Standard Specifications.
- c) Concrete and asphalt testing will be done by a testing firm hired by the Developer with copies of reports supplied to the Village of Hampshire.
- d) Watermain Testing shall be performed as described in the Village's "Standards for Watermain Construction."

ADDENDUM TO EXHIBIT S
BRIER HILL CROSSING
ROADWAY GEOMETRIC CRITERIA
NOVEMBER 11, 2004

Roadway	US Route 20	Big Timber Rd.	Various	Various	Various
Village Classification	Major Arterial	Secondary Arterial	Local (Industrial)	Collector (Residential)	Local (Residential)
Right-of-Way Width ¹	120 ft. = 20' Perm. Easements Ea. Side	Per KDOT	66 ft.	80 ft.	66 ft.
Roadway Width (B-B of Curb)	Per SRA ²	40 ft. + 8' Shoulders	39 ft.	39 ft.	28 ft.
Bike Path Width (Location)	Per IDOT	None	None	None	None
Sidewalk Width ³ (Location)	Per IDOT	None	None	5ft. (Both Sides)	5 ft. (Both Sides)
Curb Type	None	None	B-6.12	B-6.12	B-6.12 Sawcut at Driveways
Number of Travel Lanes	4 thru lanes + Median (18')	2 thru lanes + Median (16')	2 thru lanes + LT @ Major Cross Streets	2 thru lanes + LT @ Major Cross Streets	2 thru lanes
Travel Lane Width (Mid-Block)	12 ft.	12 ft.	12 ft.	15 ft. (w/8' parking lane, one side)	14 ft. (with parking allowed)
Parking	Prohibited	Prohibited	Allowed One Side	Allowed One Side	Allowed Two Sides
Minimum Stopping Sight Dist.			200 ft.	200 ft.	150 ft.
Maximum Grade	6%	6%	6%	6%	6%
Minimum Gutter Grade	0.50%	0.50%	0.50%	0.50%	0.50%
Design Speed	60 mph	45 mph	25 mph	30 mph	20 mph
Minimum Centerline Radius			180 ft.	250 ft.	120 ft.
Minimum Radius Return	35 ft.	35 ft.	35 ft.	30 ft.	25 ft.
Crown	2% (min.)	2% (min.)	2% (min.)	2% (min.)	2% (min.)

¹ Cul-de-sac R.O.W. radius shall be 75 ft. for commercial and industrial streets and 60 ft. for all others.

² Existing pavement to be widened and resurfaced to provide three lanes, any additional widening is not included.

³ Sidewalk shall be placed in public R.O.W., 1 ft. from the property line, unless otherwise approved by the Director of Public Works (or if not such position exists, by the Village Engineer).

ADDENDUM TO EXHIBIT S

STANDARDS FOR SANITARY SEWER CONSTRUCTION

1. All sanitary sewer construction shall be in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, and revisions thereto, the notes and on the plans, and in accordance with codes and ordinances of the Village of Hampshire, Illinois.
2. Sanitary sewers and sewer service shall be constructed of the following materials:
 - a. Polyvinyl chloride plastic gravity sewer pipe (PVC) conforming to ASTM Designation D-3034 or D-2241 with elastomeric gasket joints conforming to ASTM Designation D-3139. The Standard Dimension Ratio (SDR) for PVC pipe shall be 26 as a minimum and shall be dependent on the depth of cover. SDR 26 gravity sewer shall be used for depths up to fifteen (15) feet as measured from the top of the pipe. From fifteen (15) to twenty (20) feet SDR 21 pressure-rated pipe conforming to ASTM D-2241 shall be used. At depths greater than twenty (20) feet, PVC pressure-rated pipe shall be used that has a minimum dimension ratio (DR) of 18 and conforms to ASTM D-2241, AWWA C900 or AWWA C 905, whichever is applicable.
 - b. Where ductile iron sanitary sewer pipe is shown on the plans, said pipe shall be ductile iron pipe, class 52, conforming to AWWA C-151 (ANSI 21.51), with joints complying with AWWA C-111 (ANSI A21.11).
3. Pipe size shall be a minimum of 8" for sewer mains and 6" for sewer services. Pipe slopes shall be a minimum of 0.40% for 8" sewer and 1.00% for 6" sewer services.
4. All sanitary sewer manholes shall be precast reinforced concrete ASTM designation C-478 provided with approved cast in place rubber boots (flexible manhole sleeve) having a nominal wall thickness of three/sixteenths (3/16) inches with a ribbed concrete configuration and with stainless steel binding straps properly sized. All sanitary sewer manholes shall be set in Butyl rope joint sealant, including all component parts, bottoms, barrels, adjusting rings and castings. The outside joints shall be provided with a four (4) inch wide strip of Butyl-Resin Sealant completely around each joint with vertical lap of one (1) inch and horizontal lap of six (6) inches.

5. All manhole covers shall have "Sanitary" cast into the top and shall be the concealed pickhole type. All covers used for sanitary sewers shall have a machined surface and a watertight rubber gasket seal. All manhole frames shall be set with Butyl rope joint sealant. Frame and lid shall be Neenah R-1713 with Type B lid or equal.
6. A 4' diameter (min.) Inspection manhole shall be constructed outside all buildings for the purpose of flow monitoring. Said manholes shall provide a minimum 6-inch drop from inlet to outlet pipe to facilitate sampling.
7. All final adjustments of castings will be accomplished by the use of precast concrete adjusting rings set in Butyl rope joint sealant; mortar joints will not be allowed. Total height of adjusting rings used shall not exceed eight (8") inches.
8. "SurSeal" chimney seals as distributed by Marathon Materials, Inc. (800/983-9493) or approved equal, shall be installed on all manholes.
9. Sanitary sewer services may be constructed according to the details on the plans.
10. When connecting to an existing sanitary main when a tee or wye is not provided, an "Inserta Tee" fitting must be installed. The minimum distance between fittings is 4 feet center to center. Disruption of any existing sanitary main by breaking or cutting in a wye/tee is prohibited unless the existing main is cracked or broken at the point of connection with "Inserta Tee". A representative of the Village shall determine the existing main repair or replacement required on a case by case basis prior to connection, construction or installation.
11. Infiltration leakage shall not exceed 200 gallons per inch of pipe diameter per mile per day of sewer pipe, including manholes in the test section.
12. All sanitary sewers will be subject to an air exfiltration test, televising test, and deflection test to be performed by the Contractor under the supervision of the Engineer. All testing will be done in conformance with the "Standard Specifications for Water and Sewer Main Construction in Illinois", current edition and Village of Hampshire requirements. In addition all manholes shall be vacuum tested.
13. Vacuum testing of each manhole shall be carried out immediately after assembly and prior to backfilling. All lift holes shall be plugged with an approved non-shrink grout.

No grout will be placed in the horizontal joints before testing. All pipes entering the manhole shall be plugged, taking care to securely brace the plugs from being drawn into the manhole.

The test head shall be placed at the inside of the top of the frame section and the seal inflated in accordance with the manufacturer's recommendation.

A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9 inches. The manhole shall pass if the time is greater than 60 seconds for a 48" diameter manhole, 75 seconds for a 60" manhole and 90 seconds for a 72" inch manhole.

If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test is obtained.

ADDENDUM TO EXHIBIT S

STANDARDS FOR WATER MAIN CONSTRUCTION

1. All water main construction shall be in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois", Fifth Edition, dated May 1996, and revisions thereto, these improvement plans and details, special provisions and in accordance with codes and ordinances of the Village of Hampshire, Illinois.
2. All water main shall be Ductile Iron Pipe Class 52 with either mechanical or push-on joints and shall conform to ANSI A21.51-96, AWWA C151 and ANSI A21.11-00, AWWA C111.
3. All fittings shall be Compact Ductile Iron and shall conform to AWWA/ANSI C153/A21.53-00. Fittings shall be U.L. Listed Class 350, Tyler, Griffin or approved equal.
4. All pipe and fittings shall be cement lined in accordance with AWWA/ANSI C104/A21.4-95.
5. All fittings shall be mechanical joint and shall be restrained with Mega Lugs by Ebaa Iron unless otherwise shown on the drawings.
6. Long radius curves, either horizontal or vertical, may be laid with standard pipe by deflections at the joints. Maximum deflections at pipe joints and laying radius for the various pipe lengths shall be in accordance with AWWA C600-99. When rubber gasketed pipe is laid on a curve, the pipe shall be jointed in a straight alignment and then deflected to the curved alignment. Trenches shall be made wider on curves for this purpose.
7. Sleeves shall be Smith Blair Omni-Coupling #441 or equal. Sleeves shall be provided at locations shown on the plans or as required. The cost of sleeves is considered as incidental to the cost of the project.
8. All gate valves shall have a non-rising stem, shall have a standard 2" square operating nut and shall open in a counter-clockwise direction. Gate valves shall be Mueller Resilient Wedge Gate Valve Cat. No. A2360-20 in accordance with AWWA C-509-94. Main line valves shall be furnished with mechanical joint connections and restrained with Mega Lugs. Hydrant auxiliary valves shall be equipped with AquaGrip Connections.
9. All Valve Boxes shall be cast iron, two piece 5 1/4-inch shafts, Screw-type Tyler Model 666-S. Lids to be marked "Water" (valve box extensions if required are considered incidental). All boxes will be equipped with a rubber stabilizer manufactured by Adapter, Inc.

10. All hydrants shall be in accordance with AWWA C502-94 and shall be a Mueller A423 Super Centurian hydrant (break away style traffic design) with one 4 1/2" steamer nozzle and two (2) hose outlets, of which the threads conform with the standards of the Village of Hampshire, Illinois. The connections for the shoe and auxiliary valves shall be equipped with AquaGrip connections.
11. All pressure taps to an existing village main shall be made with Mueller Mechanical Joint Tapping Sleeve No. H615 and Mueller A2360 Flg x MJ Resilient Wedge Tapping Valve. All should be constructed in a valve vault.
12. All tees, bends, valves, and fire hydrants shall be adequately supported with a concrete base, and supported laterally with poured in place thrust blocking against undisturbed earth.
13. All water mains shall have a minimum depth of cover of 5.5' or as noted on plans.
14. All water services shall be type "K" copper pipe with compression connections.
15. All corporation stops shall be Mueller. (1" H15008) (1-1/2" & 2" H15013)
16. All curb stops shall be Mueller Minneapolis Pattern. (1" H15155) (1-1/2" & 2" B25155)
17. All curb boxes shall be Mueller Minneapolis Pattern Base Curb Box. (6' H10300 tapt 2)
18. Hydrostatic Tests - The Contractor shall perform Hydrostatic Tests in accordance with Division IV, Section 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, and applicable provisions of AWWA C-600 and C-603. The water mains shall be pressure tested at 150 psi. The test pressure shall not drop more than 2 psi for the duration of the test. The gauge shall be of good quality and condition, and be fluid filled. The gauge shall have a large enough range for the pressure being tested and shall be capable of reading a minimum pressure increment of 1 psi. Allowable leakage shall be as set forth in AWWA C-600 latest edition. The testing length shall be limited to 1000 foot. If more than 1000 foot of watermain is tested, the allowable leakage will be based upon 1000 foot. The duration of the test shall be for two hours minimum.
19. Disinfection of the Water Mains - Upon completion of the newly laid water mains (and water service lines 4" and larger), the water mains shall be disinfected in accordance with the American Water Works Association, Procedure Designation, AWWA C-651, latest edition. The Contractor is responsible for collecting samples and having bacteriological testing performed as required by the IEPA. The Contractor shall furnish to the Village the required documentation, test results, etc., required by the IEPA before placing the water mains in service or before opening a water service line to the Village system.
20. All water mains and water service lines shall be protected from sanitary sewers, storm sewers, combined sewers, house sewer service connections and drains in accordance with Title 35: Environmental Protection Agency Subtitle F: Public Water Supplies, Chapter II: Environmental Protection Agency, Parts 651-654 Technical Policy Statements, Section 653.119.

PROPERTY WASTEWATER COLLECTION SYSTEM



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ADDENDUM TO EXHIBIT T

PRELIMINARY SCHEDULE - WASTEWATER SYSTEM IMPROVEMENTS
VILLAGE OF HAMPSHIRE, KANE COUNTY, IL
MARCH 31, 2005

Project	Work Items	2005												2006												2007												
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Hampshire Creek Interceptor	Design - Complete																																					
	Agency Review																																					
	Bidding and Contracting																																					
	Construction																																					
Brier Hill Lift Station and Foremain	Design																																					
	Agency Review																																					
	Bidding and Contracting																																					
	Construction																																					
Rehabilitation of Existing Lift Stations	Design																																					
	Agency Review																																					
	Bidding and Contracting																																					
	Construction																																					

LEGEND

Design
IEPA Review
Bidding and Contracting
Construction
Sampling and Testing
SCADA

Notes

- Schedule assumes a notice to proceed will be issued no later than June 1, 2005.
- Design initiation assumes the site geometry and proposed topography is available.
- Construction initiation assumes all required off-site easements are acquired.



Engineering
Enterprises,
Inc.

EXHIBIT "U"

BRIER HILL CROSSING SIGNAGE CONCEPT

Effective signage is necessary in any business environment. Both residents and visitors must be informed, directed and controlled, but all too often, the needs for signage are distorted into a confusing and ugly assortment of random signs. They not only fail to communicate, they become a visual blight on the surroundings.

Because BRIER HILL CROSSING is a unique departure from the typical industrial/office park development, it was decided that we should establish a total system of signage for the entire park which would meet its special needs and also blend with the character of the development and the community.

While signage may serve strangers most, it is a constant and very visible environmental element to the residents of the community. Therefore, it is vital that the signage meet the same high standards of aesthetic quality as the community itself.

There should be no predetermined rules regarding the size, shape or color of the sign, however, it is the intention of this concept that the signage should be in aesthetic balance with the size of the site, its buildings, and the surrounding properties. With the prior written consent of the Owner, appropriate signs may be placed on the exterior of the building. For ground mounted signs, the height of the sign should be predetermined so that the center line of the main panel is always at the optimum viewing height for a person seated in an automobile.

Vehicular control signage should fulfill a need, command attention, convey a clear and unmistakable meaning, command respect of the road users and give adequate time for proper response. Particular attention should be given to the location of the signage at proper decision points to insure maximum effective-ness, to avoid confusing backgrounds, and to not obscure vehicular traffic.

Signs may be illuminated, either internally or directly, or be non-illuminated.

The most direct way to control the impact of signage is to standardize its design throughout, yet too much of the same thing is monotonous and boring. Additionally, each corporate resident in BRIER HILL CROSSING needs to identify itself. Some, in fact, have corporate identity programs or logos in which they have great equity so the need for a variety of graphics is obvious. Studies indicate that people react most favorably to signage that combines both variety and order. Herein lies the basis of the BRIER HILL CROSSING signage system.

The following basic guidelines have been established to assure an orderly signage concept, yet allow considerable flexibility in providing some variety of signage and utilization of corporate logos and graphics.

Signage within BRIER HILL CROSSING shall be exempt from the Village of Hampshire' signage ordinances, but every sign erected is subject to the prior written approval of the Owner and the Village Administrator (which term shall mean the Village President if no Administrator is employed by the Village), prior to installation, and no sign shall be erected without such prior written approval. It is not intended that the following guidelines be absolutely rigid or inflexible, nor on the other hand, should

any proposed variance be considered lightly or be primarily for the benefit of one property owner at the expense of others or the entire project.

After the commencement of the construction, but not later than the construction of 80% of the area of BRIER HILL CROSSING (including all commercial and industrial parcels in Hampshire marketed under the BRIER HILL CROSSING name), the Owner or property association shall submit to the Village of Hampshire a detailed sign program for BRIER HILL CROSSING. Limits and standards of this sign program shall be established by the amount, size and location of signage existing in BRIER HILL CROSSING. This sign program shall be reviewed by the Village Administrator and used in the regulation of signage in BRIER HILL CROSSING for the balance of the construction, including all re-signage for the subdivision. It is hereby understood that notwithstanding the following guidelines, every sign is subject to the prior written approval of the Owner and the Village Administrator and no sign shall be erected without such prior written approval.

When signage approvals are required from the Owner and the Village Administrator, the proposed signage issue shall first be submitted to the Owner for approval and then subsequently be sent to the Village Administrator for his/her approval and concurrence. The Village approval shall occur no later than seven (7) days from the date of submission and shall not be unreasonably withheld.

BRIER HILL CROSSING
HAMPSHIRE, ILLINOIS

A. Guidelines for Corporate Identification Signage
(Except Multi-tenant and Retail Buildings)

1. Sign may be illuminated (internally or by direct illumination) or non-illuminated.
2. The size, shape and color of the sign shall be in aesthetic balance with the size of the sign, its extent of street frontage, the size and nature of the building improvements, and the surrounding properties.

3. For ground mounted signs, the height of the sign should be pre-determined so that the center line of the main panel is always at the optimum viewing height for a person seated in an automobile on the nearest adjacent street.
4. Signage may be placed on the exterior of the building subject to the prior written approval of the Owner.
5. A sign cannot be located in street right-of-way, but can be located in any front or side yard area that does not obstruct the sight lines at a street or driveway intersection, as reasonably determined using Traffic Engineering Standards. Sign location should also not block or detract from adjacent property.
6. The base of the ground mounted sign must be landscaped.
7. The corporate name, street address, or logo may appear on the sign.
8. The Owner and the Village desire to limit flashing, animated, moving or inappropriately colored signs and require prior written approval from both the Owner and the Village before installation.
9. No off-premise signs are permitted.
10. Signs shall comply with all reasonable construction standards established by the Village of Hampshire.
11. All signs shall be maintained in a safe and presentable condition at all times, including replacement of defective parts, painting, repainting, cleaning and any other necessary maintenance acts. These maintenance responsibilities shall be included in BRIER HILL CROSSING Restrictive Covenants.
12. The Village, the Owner or the owner's association for the affected property ("BRIER HILL CROSSING Association") shall have the right to enter on and to remove any sign erected without prior written approval. Said rights shall be included in the BRIER HILL CROSSING Restrictive Covenants.

B. Guidelines for Informational / Directional Signs

1. Messages or symbols to inform, direct or control shall appear on informational/directional signs. Advertising shall be prohibited.
2. Not limited as to number, but as required for sensible control of premises. Signage for premises should be uniform as to material, color and shape.
3. Freestanding ground signs only permitted. Usually these signs are small in size and low to the ground.
4. Signs may be illuminated internally or directly or non-illuminated.
5. All lettering should be Helvetica Medium upper case or lower case.
6. Colors should be harmonious with surroundings.
7. Signs can be located anywhere within property line, but should not obstruct the sight lines at a street or driveway intersection.
8. Flashing, animated, moving or inappropriately colored signs are prohibited.
9. No off-premise signs are permitted.
10. Signs should comply with all reasonable construction standards established by the Village of Hampshire.
11. All signs shall be maintained in a safe and presentable condition at all times, including replacement of defective parts, painting, repainting, cleaning and any other necessary maintenance acts. These maintenance responsibilities shall be included in the BRIER HILL CROSSING Restrictive Covenants.

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12. The Village, Owner, or BRIER HILL CROSSING Association shall have the right to enter on and to remove any sign erected without prior written approval. Said rights shall be included in the BRIER HILL CROSSING Restrictive Covenants.

C. Guidelines for Signage for Multi-tenant Building

1. It is acknowledged that multi-tenant buildings present some unique challenges to effective sign control while still allowing aesthetic variety and reasonable identity for a corporate tenant.
2. Multi-tenant buildings occupied by two or more tenants shall meet the same standards for corporate identification signage and information/directional signage as outlined in paragraphs A and B above, with the following exceptions:
 - a) An owner of a multi-tenant building may establish subject to the approval of the Owner and the Village Administrator a Uniform Signage Package for the proposed project which would be compatible and harmonious with the architectural scheme of the development, and also be in general compliance with the intent of the BRIER HILL CROSSING Signage Guidelines, but may also allow some minor variances to meet the unique needs of a multi-tenant facility.
 - b) All signage in a multi-tenant property should be uniform as to color of sign frame system, if any, shape, size and placement. The main panel of the corporate identity sign may be of uniform color and have standardized lettering, or may allow for individualized colors and corporate logos and graphics.
3. Signage may be placed on the exterior of the building subject to the prior written approval of the Owner.

D. Temporary Signs

1. All construction signs used for information purposes on individual buildings or projects (including project identification with tenant name and Brier Hill Crossing address), signs for sale, lease and development, and subdivision signs shall be submitted to the Owner and the Village Administrator for prior written approval before installation.
2. All signs indicating the name of the general contractor, sub-contractors, architects, engineers, financiers, or other individuals or corporations involved in the construction on a site shall be submitted to the Owner and the Village Administrator for prior written approval before installation and shall be displayed only during the period of construction.

E. Entrance and Street Identification Signs

Subject to the approval of the Owner and the Village Administrator, the Owner shall provide for the installation of major and minor entrance signage as determined desirable by the Owner and street identification signs. These will generally be landscaped and may be illuminated.

The BRIER HILL CROSSING Property Association shall be responsible for the repair and maintenance of these signs and landscaping at all times.

F. Large Development Advertising Signs

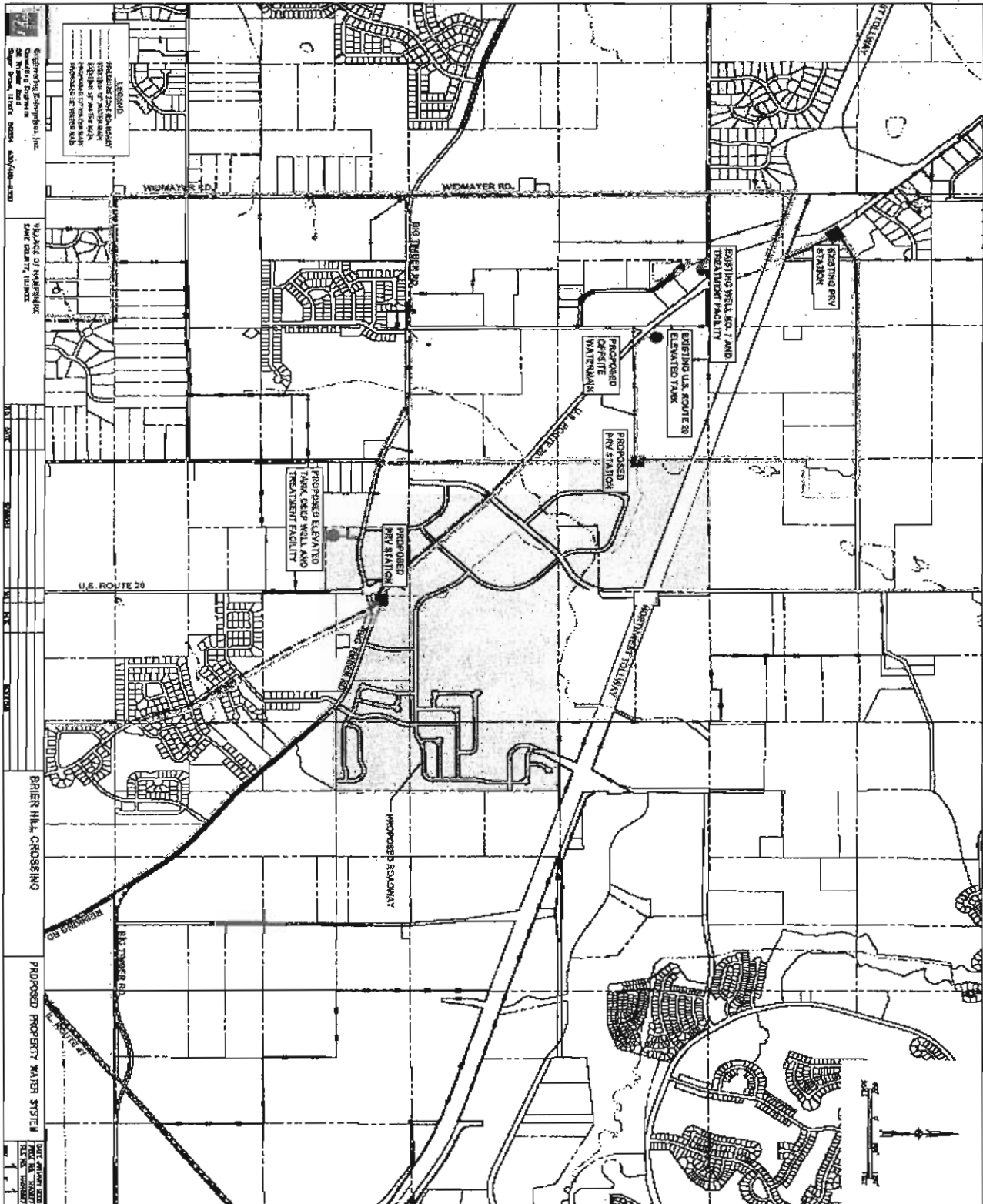
The Owner may construct and maintain up to five (5) double-faced 10' x 30' signs advertising the BRIER HILL CROSSING development (non-residential portion). These signs may be located anywhere on the property and may or may not be illuminated, at the discretion of the Owner.

G. Retail and Business Signage

Guidelines for retail and/or service type buildings will be developed by the Owner and subject to the reasonable approval of the Village Administrator as these opportunities are provided in the future.

EXHIBIT "V"

SCOPE OF THE PROPERTY WATER SYSTEM



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ADDENDUM TO EXHIBIT V

PRELIMINARY SCHEDULE - WATER WORKS SYSTEM IMPROVEMENTS
VILLAGE OF HAMPSHIRE, KANE COUNTY, IL
MARCH 31, 2005

Project	Work Items	2005												2006												2007												
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Elevated Water Storage Tank	Design																																					
	IEPA Plan Review																																					
	Bidding and Contracting																																					
	Construction																																					
Well No. 10	Design																																					
	IEPA Plan Review																																					
	Bidding and Contracting																																					
	Construction																																					
Wells No. 10 Well House and Treatment Facility and SCADA Integration	Sample and Test Well Water																																					
	Design																																					
	IEPA Plan Review																																					
	Bidding and Contracting																																					
Offsite Watermain	Construction																																					
	SCADA																																					
	Design																																					
	IEPA Plan Review																																					
PRV Stations	Bidding and Contracting																																					
	Construction																																					
	Design																																					
	IEPA Plan Review																																					
	Bidding and Contracting																																					
	Construction																																					

LEGEND

Design
IEPA Review
Bidding and Contracting
Construction
Sampling and Testing
SCADA

Notes

- Schedule assumes a notice to proceed will be issued no later than June 1, 2005.
- Design Initiation assumes the site geometry and proposed topography is available.
- Construction Initiation assumes all required off-site easements are acquired.

Engineering Enterprises, Inc.

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EXHIBIT "W"

CONTRACT ADMINISTRATIVE PROCEDURES

The following terms and provisions shall apply to Sections 6.2 and 6.3 of the Annexation Agreement relating to the Property Water System, and the Property Wastewater Collection System:

A. Design:

- (1) Village shall have the final decision-making authority on all design of the following items of the Property Water System: water system pressure reducing valve; elevated water tank; off-site water main extension; well, well house and treatment facility.
- (2) Village shall have the final decision-making authority on all design of the following items of the portion of the Property Wastewater Collection System off-site (not on the Property); two sanitary sewer lift stations (at Higgins/US 20; and on Widmayer Road).
- (3) Owner shall design the on-site water mains, lift stations, force mains and sanitary sewer transmission line improvements, subject to Village Engineer oversight in accordance with ordinances in effect as of the date of the Agreement.

B. Utilities for Project Sites. Village shall provide coordination and funding for the construction of all utilities (i.e., water, sanitary sewer, stormwater, street access, electric, gas if required, and phone) to the Property Water System sites (which are part of the cost estimate upon which Owner's \$4,500,000.00 required under Section 6.2 of the Agreement is based) and for the Property Wastewater System sites.

C. Ownership of Improvements. Owner shall maintain ownership of all the facilities until the Village accepts the improvements. Owner shall at all times permit the Village and its agents and assigns access to all facilities. The Owner shall hold the Village, its employees, officers, consultants, agents and assign harmless from any loss, liability or damages in connection with the activities of Owner, its agents, servants, and assigns, during the period of any construction on the Property Water System and/or Property Wastewater System.

D. Contractors. Village and Owner will collaborate to develop a list of contractors, pre-approved for bidding and contracting, for the Property Wastewater Collection System and for the Property Water System.

E. Bidding. Village will transfer to Owner the construction documents for the Property Water System project, and for the Property Wastewater Collection System project, respectively, when design has been completed, and after all required permits have been received, Owner will conduct bidding for each contract utilizing the contractor's named in the approved list referenced above. All of the bids, and the Owner's recommendation for award, will be submitted to the Village for review. Village may object to the Owner's recommendation for award, if said objection is based on demonstrable cause. In the absence of such objection within 10 days of submission of the recommendation for award, Village shall be deemed to have approved the award. Following approval of the recommendation for award, Owner may enter into a construction agreement with the

contractor(s). A copy of all executed contract documents will be filed with the Village Clerk, and a copy also provided to the Village Engineer.

F. Contractor Administration. The Village Engineer will provide the contract administration (i.e. pay request review and recommendation, shop drawing review, facilitation for the pre-construction conference, and change order review and preparation), surveying and drafting (i.e., construction observation (i.e., periodic construction observation and field reports, and periodic construction progress meetings) for the construction contracts.

G. Payment Request/Processing. The contractors shall submit payment requests to the Village Engineer no more than once per month, as shall be specified in the contract documents. The Village Engineer will review the pay request and will issue a letter to Owner recommending appropriate payment. Subject to Owner's agreement with the payment request, the Owner will then pay the contractor in accordance with the contract documents. If the Village and Owner do not agree on an appropriate payment, the Village shall direct the Village Engineer to re-consider its recommendation after discussing same with the engineer for the Owner, discuss the matter further and/or meet with the parties, all in light of the work completed to date and the work remaining to be done by said contractor. After the Village' Engineer's re-consideration, it shall issue its final recommendation re the payment request, which final recommendation shall be binding.

H. Change Orders/Processing. Any changes to the contract documents that require the issuance of a change order will take effect only after recommendations and/or approvals have been obtained from the following parties: Owner, construction contractor, and Village. Signature lines will be provided for all said parties on all change orders. The recommendation approval process, and then the appropriate signatures, shall be coordinated in the following order: 1) Contractor, 2) Village, and 3) Owner.

EXHIBIT "X"
EARTHWORK REQUIREMENTS

1. Stormwater Management Report approved and permit issued by the Village.
2. Hampshire Site Development Permit Application completed and processed by Village.
3. Performance Guarantee on file with the Village.
4. Cash Deposit / Nuisance Abatement Guarantee on file with Village.
5. Insurance Certificates on file with Village naming the Village and EEI as additional insured.
6. Indemnification letter from Developer acknowledging that they are proceeding at their own risk.
7. Approved Grading and Soil Erosion Sedimentation Control Plans.
8. Existing floodplain and/or floodway areas must be clearly identified on site.
9. Existing wetland areas and required buffer zones must be clearly identified on-site.
10. Agency Approvals
 - a. Transportation Permits (for construction access only)
 - b. IDNR and IHPA environmental sign-offs
 - c. IEPA NOI
11. Pre-Construction Conference with Village.

U.S. GOVERNMENT PRINTING OFFICE : 1967 O - 308-127



EXHIBIT "Z"

ADDITIONS AND CLARIFICATIONS TO STORMWATER REPORTS



52 Wheeler Road • Sugar Grove, IL 60554

TEL: 630 / 466-9350

FAX: 630 / 466-9380

www.eeiweb.com

December 1, 2004

President and Board of Trustees
Village of Hampshire
234 S. State Street
P.O. Box 457
Hampshire, IL 60140-0457

Re: Van Vlissingen & Co. - Brier Hill Crossing
Village of Hampshire
Kane County, Illinois

Gentlemen:

We have completed a review of the revised Existing Conditions Base Flood Elevation Determination Report dated October 18, 2004 and the Proposed Conditions Concept Plan Report dated November 15, 2004 prepared by Manhard Consulting, Ltd. for the above referenced project. Our comments are as follows:

1. The Existing Conditions Base Flood Elevation Determination Report appears to be in general conformance with Kane County and Illinois Department of Natural Resources guidelines and standards of practice. The existing conditions and proposed changes to the regulatory floodplain must be submitted to IDNR-OWR for approval and a CLOMR/LOMR should be obtained from FEMA for the proposed development.
2. In general, the Proposed Conditions Concept Plan Report addresses the primary stormwater requirements of the ordinance and sufficient supporting information has been provided to determine that the concept land plan will not require significant modification. However, comments 3 through 13 should be addressed as final engineering progresses. It is not necessary for the developer to resubmit the Concept Plan Report.
3. There appears to be a small amount of floodplain fill in proposed Area 10 that has not been accounted for (along the east property line). Compensatory storage should be provided for this proposed fill.
4. Compensatory riverine storage must drain freely and openly to the channel and must be accessible in the 0-10yr and 10-100yr increments. This is an issue with proposed Pond 18. The riverine compensatory storage must be accessible to Eakin Creek however the current design does not allow flow from the creek to enter Pond 18 until the water surface elevation in the creek overtops the pond weir at elevation 904.5, which is essentially the 10yr flood elevation in the creek. We recommend the incorporation of a culvert with a flap gate designed to permit the inflow of water into the pond while preventing outflow. The proposed conditions model should also incorporate the tailwater effect of the creek on the discharge from the pond.

Consulting Engineers Specializing in Civil Engineering and Land Surveying

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5. Proposed detention ponds 3, 4, and 66 have a bounce of ten-feet. We are concerned with the extended inundation times leading to a lack of vegetation within the basin and the resulting long-term maintenance issues. Further evaluation should be given to these issues as the design progresses. We recommend a hardscape (stone, gabion baskets, etc.) for the initial foot above the pond normal water line based upon the inundation-duration curve provided.
6. We are concerned with the proposed culvert improvement along the Kishwaukee Tributary under Route 20 (existing Structure 30) and the resultant effect on floodplain storage off-site upstream of Route 20. The off-site storage must be maintained or if lost, mitigated for on the site as part of the improvements. A proposed conditions hydraulic analysis would be requested if the culvert at this location is improved. An alternative would be to provide a hydraulic structure (culvert or sewer) at the west property line to mimic the existing condition.
7. The plan includes wetland filling and mitigation and the incorporation of existing wetlands into the stormwater management plan, which will require a permit from the U.S. Army Corp of Engineers. In the past, the Army Corp has required an analysis of pre- and post-development water levels and terms of inundation for wetlands incorporated into a stormwater plan. Army Corps approval should be sought as the design progresses.
8. Subbasin 68 does not appear to have been included in the required detention volume calculations.
9. Retention volume (3/4" rainfall) calculations have only been provided for one of the proposed ponds (Pond 18). Retention volume is required for all ponds and should be provided in accordance with §203(g) of the Kane County Stormwater Ordinance. Required retention volume should be calculated explicitly even for wet bottom ponds and pond outlet structures should be designed as appropriate to provide a retention outlet.
10. We recommend that discharge flows from proposed ponds that are discharged directly to existing wetland areas be spread or filtered using best management practices such as level spreaders or flow dissipation structures.
11. Proposed Pond 12 has a low flow discharge pipe directed into the Eakin Creek channel. Existing conditions discharge from this area is directed to the south to the wetland area. We recommend that this drainage pattern be maintained and that the low flow discharge from Pond 12 be directed to Pond 18.
12. We recommend that bypass flow channels should include a minimum of one foot of freeboard above the design high water level. Provisions for sedimentation should be included (such as sediment pools at rock check dams) in the channels due to the relatively flat slopes. More detailed hydraulic calculations should be provided as part of the final design, as indicated in the report.
13. The final design of detention pond outlet structures should utilize the proposed conditions TR-20 storm event models for both the 100yr-24hr duration and 100yr-critical duration. The primary pond outlets should be designed to achieve the design high water level during the 100yr-24hr event without exceeding the allowable release rate (of 0.1 cfs/ac plus off-site bypass flows for the 100yr-24hr event). The secondary, or overflow, outlets should be designed with sufficient capacity to pass the 100yr-critical duration bypass flows plus 1.0 cfs/acre of on-site tributary

President and Board of Trustees
December 1, 2004
Page 3

area. Where practicable, the pond overflow should be set 0.5-ft above the design water line; and a minimum of one foot of freeboard should be provided above the design high water line.

14. The computer discs referenced in the reports have not been included as indicated.

If you have any questions or require additional information please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

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Bradley P. Sanderson, P.E.
Senior Project Manager

BPS/dmg

pc: Mr. Bill Schmidt, Village President
Mr. Chuck Anderson, Village Trustee
Mr. Orris Ruth, Village Trustee
Mr. Mark Schuster, Village Attorney
Ms. Fredi Schmutte, Schmutte & Associates
Mr. Bob Lamphere, Van Vissingen & Co., Inc.
Mr. Chuck Lamphere, Van Vissingen & Co., Inc.
Mr. James Frayn, P.E., Manhard Consulting Ltd.