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KANE COUNTY, IL

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Tuscany Woods

Hampshire, Illinois

Development Agreement

September 2, 2004

HPI Hampshire, LLC

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Return to:
Linda Vasquez
P.O. Box 457
Hampshire, IL
60140

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**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Thomas R. Burney
Schain, Burney, Ross & Citron, Ltd.
222 N. LaSalle Street, Suite 1910
Chicago, Illinois 60601

THE ABOVE SPACE FOR RECORDER'S USE

TUSCANY WOODS DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") made and entered into as of this ____ day of September, 2004 ("Effective Date"), by and between **THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation** of the County of Kane, in the State of Illinois (the "Village") and **HPI HAMPSHIRE, L.L.C., an Illinois limited liability corporation** ("Developer"); and **NORMAN YOUNG and NADYNE H. YOUNG** ("Owner"). Within this Agreement, the Village, the Developer and the Owner may be referred to individually as "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the Village of Hampshire is an Illinois municipal corporation organized under the Illinois Municipal Code in the County of Kane, State of Illinois; and

WHEREAS, Norman Young and Nadyne H. Young are the legal titleholders of the following described real estate, the legal description of which is attached hereto and made a part hereof, as **Exhibit A**, containing 409.8± acres ("Subject Property"); and

WHEREAS, HPI Hampshire, L.L.C., an Illinois limited liability corporation is the Developer of the Subject Property and has a contractual interest to purchase the Subject Property from the Owner; and

WHEREAS, the Subject Property is located in Hampshire Township, Kane County, Illinois. The Subject Property is located on both the north and south sides of Illinois Route 72. It is located on the east side of the Village of Hampshire and is located primarily north of Illinois Route 72 at Romke Road. It lies generally east of Widmayer Road a/k/a Runge Road (a future planned right-of-way). Approximately 40 acres of the Subject Property lies south of Illinois Route 72, west of Romke Road. The Subject Property is located within the incorporated limits of the Village Hampshire, Kane County, Illinois. The Subject Property is commonly referred to as "Tuscany Woods"; and

WHEREAS, the Subject Property is improved as follows: North of Illinois Route 72, immediately to the west of Romke Road (if that road were extended through the Subject Property) is improved with a one and one-half story frame residence, a frame and concrete barn, a silo and four frame sheds; and at the west end of the subject property, north of Illinois Route 72 is improved with a two-story frame residence, a frame garage, a frame and stone barn, three frame sheds, two metal grain bins and two concrete silos; and

WHEREAS, the Subject Property is currently zoned E-3 Estate, 1.25 acre minimum lot size under the Zoning Ordinance of the Village of Hampshire and was subject to an Annexation Agreement dated March 26, 1987, which expired on or about March 26, 2002; and

WHEREAS, the Owner and Developer have petitioned and applied to the Village for such planning, zoning and subdivision approvals as may be necessary and desirable for the purposes stated herein; and the Village has conducted such public hearings and meetings as provided by Illinois law as are necessary and proper for such petitions and applications; and

WHEREAS, as authorized by state statute, the Village and Developer seek to provide a mechanism for the funding and construction of a sanitary sewer and water works system to serve the proposed development on the Subject Property and to serve other property within the Village's planning jurisdiction; and

WHEREAS, as authorized by state statute, the Village and Developer seek to provide for the timing and construction of subdivision and other infrastructure improvements to service the development including the dedication of land by easement or deed for public use and the conveyance of certain other land in exchange therefor; and

WHEREAS, as authorized by state statute, the Village, Owner and Developer seek to reach an understanding on the timing and creation of an SSA and the issuance of bonds (non-recourse to the Village and taxable only to the Property being developed hereunder) for the funding of certain public improvements as specifically described in the Agreement below; and

WHEREAS, the Village, Owner and Developer, acting consistent with Illinois law have agreed to the terms and conditions in this Agreement as evidenced by their signatures affixed hereto.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village, Owner and Developer agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are material to this Agreement and are incorporated into this Agreement as if fully stated herein.

2. **Authority.**

(a) This Agreement is made pursuant to and in accordance with the provisions of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes) including, but not limited to the authority granted to the Village to approve map amendments; to grant subdivision approval; to enter into contracts for the construction of sanitary sewer and public water facilities; to accept dedications of land by easement or deed for public use and to convey land dedications and easements; and to create a special service area ("SSA").

(b) The Village and Developer acknowledge to each other that the Subject Property is validly annexed to the Village in accordance with Doc. No. 1849822, recorded in the Office of the Recorder of Deeds of Kane County, Illinois.

3. **The Zoning, Subdivision and Comprehensive Plan Approvals.**

(a) The provisions herein for the construction, maintenance and operation of a sanitary sewer and water system and the construction of other public improvements is based on the Developer's and the Village's assumptions on the zoning, subdivision and uses to be developed on the Subject Property to be served by that sewer and water system together with the other public improvements to be constructed. The proposed development is depicted on the land plan, which is attached as **Exhibit B** to this Agreement ("Development Plan" or "Development").

(b) The Village, following the necessary legal notices, public hearings and other proceedings, shall zone the area designated on the Development Plan for 20,000 square foot minimum lots, R-2 Single-Family Residence District; the area designated on the Development Plan for single-family residential 12,000 square foot minimum lots, R-2 Single-Family Residence District; the area designated on the Development Plan for duplexes, R-3 Two-Family Residence District; and the area designated on the Development Plan for townhomes, R-4 Residence District. Notwithstanding the rezoning of the Subject Property and in consideration of the Village providing sewer and water to the Subject Property, the Parties agree that the total number of units shall not exceed 369 single-family homes, 124 duplex units and 148 townhomes for a total of 641 dwelling units. The Village agrees to permit the Subject Property to be developed substantially in accordance with the Development Plan, dated January 10, 2004, last revised August 16, 2004, attached as **Exhibit B** and the preliminary engineering plans prepared by Christopher B. Burke Engineering West, Ltd., dated February 17, 2004, last revised July 26, 2004, attached as **Exhibit C** (the "Preliminary Engineering Plans") and the Landscape Plan prepared by Landworks, Ltd. dated July 26, 2004, attached as **Exhibit K**, and the Village shall grant all necessary approvals including, upon proper application therefor, and in accordance with the required procedures, the departures from the Subdivision Code, as set forth in subparagraph (f) to permit the development of the Subject Property that is substantially consistent with the Development Plan.

(c) The gross site area and lot area requirements for the single family dwellings (20,000 square foot minimum) on the Development Plan shall be governed by

subparagraph (c) of Section 6-7-1 of the Hampshire Zoning Ordinance, 2003 and as depicted on the Development Plan. The lot width requirements and the front, rear, side and corner side yard requirements for the 20,000 square foot minimum lots and the gross site area, lot area, lot width requirements and yard requirements (front, rear, side and corner side yard) for the 12,000 square foot minimum lots shall be governed by Section 6-7-2 of the Hampshire Zoning Ordinance, 2003 and as depicted on the Development Plan.

(d) The gross site area, lot area, lot width requirements and the yard requirements (front, rear, side and corner side yards) of the duplex units in the Development shall be governed by subparagraph (c) in Section 6-7-3 of the Hampshire Zoning Ordinance, 2003, and as depicted on the Development Plan.

(e) The gross site area, lot area, lot width requirements and the yard requirements (front, rear, side, and corner side yards) of the townhome units in the Development shall be governed by subparagraph (c) of Section 6-7-4 of the Hampshire Zoning Ordinance, 2003, as depicted on the Development Plan. Pursuant to the Development Plan, townhomes will be permitted to be developed in four, five and six unit buildings.

(f) The provisions of the Village Building Code, Hampshire Municipal Code, Chapter V, Section 5-1-1 *et seq.*; the Village Zoning Code, Hampshire Municipal Code, Chapter VI, Section 6-1-1 *et seq.*; and the Village Subdivision Code, Chapter VII, Sections 7-1-1 *et seq.*, shall apply to the development of the Subject Property, except as otherwise set forth in this Agreement. The Village has duly considered Developer's request for departures from the Subdivision Regulations (Chapter VII of the Hampshire Village Code) and following the required legal notices and public hearings hereby approves the following departures:

- (i) In Section 7-4-4(A)(2), to permit 120-foot average lot length in lieu of the 125-foot requirement for no more than 104 lots;
- (ii) In lieu of Section 7-4-3(A), the block length requirements as depicted on the Development Plan shall apply;
- (iii) To permit 80 degree angles at intersections in lieu of the 90 degree angle at intersection requirement, provided, this departure shall apply to no more than one (1) intersection;
- (iv) In Section 7-4-1, "Minimum Standards for Street Design", to permit roadway centerline radius of 85-feet on minor streets in lieu of the 200-foot centerline radius;
- (v) In Section 7-4-1, "Minimum Standards for Street Design", to require no minimum vertical curve length requirement where a roadway gradient differential is less than or equal to 1.5% and

where vertical curves are required and designed with a K value of 30 for crests and 40 for sags with no minimum length;

- (vi) In Section 7-4-1, to require no minimum tangent between reverse curves for minor streets in lieu of the 25-foot requirement;
- (vii) Section 7-4-1(B)(7)(a), restricts cul-de-sac length to 500-feet. The Village finds that the turnaround serving Lots 29 to 42 is not a cul-de-sac and does not require a departure from this Section;
- (viii) In Sections 7-3-6 and 7-4-6(A), to permit a combination sidewalk/bike path where indicated on the approved plan as depicted on Exhibit O;
- (ix) Section 7-4-4(F) to permit not more than 27 lots to be developed at a minimum lot width of 105-feet in lieu of the requirement that corner lots for residential use shall have not less than 10-feet of extra width;
- (x) The tree preservation, tree removal and general landscaping requirements in Section 5-3-2 are modified as follows:
 - (1) Section 5-3-2(A) is modified to provide that existing trees smaller than 6" diameter at breast height (DBH) shall be exempt from the tree survey or replacement requirements;
 - (2) Section 5-3-2(C)(1)(d) is modified to provide that existing trees shall be measured in DBH not caliper inches and if during development of the Subject Property an existing tree which was to be removed is saved, then a credit shall be given by the Village and a revision to the tree preservation and removal plan shall occur;
 - (3) Section 5-3-2(D)(2) is modified to provide that existing Boxelder, White Mulberry, Colorado Blue Spruce, Paper Birch, Apple, Pear, Cottonwood, Slippery Elm, American Elm, Siberian Elm, Black Cherry, Downy Hawthorn, Crack Willow, White Willow, Black Willow and Buckthorn trees shall also be exempt from replacement requirements if removed.
- (xi) In Section 7-3-7(B), two parkway trees shall be required on each lot with a minimum of 100 foot of street frontage and one parkway tree shall be required on each lot with less than 100-foot of street frontage; on any corner lot, the required number of trees shall be provided on each frontage;

- (xii) Developer may use vegetation for edging and side slopes of drainage facilities, provided said slopes are properly designed and built so as not to require stabilization which would require stone or other re-enforcing material; provided, the treatment of side slopes shall specifically be subject to review and approval by the Village Engineer and in any event, shall not exceed four to one slope;
- (xiii) In Section 5-3-3(E)(4)(a), the minimum size of deciduous trees shall be 2.5" caliper, rather than 6" caliper;
- (xiv) In Section 5-3-2(D)(4) and 5-3-3(G)(2), the trees have a trunk diameter of not less than 2.5" caliper, rather than 3" caliper;
- (xv) In Section 5-3-7(G)(4), to maintain said trees for a period of one year, rather than three years following the acceptance of the street improvements in the right-of-way the trees are planted in. The term for replacement warranty for landscaping on private property shall be one year after the initial acceptance by the Village, provided, as to any vacant lot or lots which Developer conveys to a third party, such third party shall assume the responsibility for trees and landscaping described in this paragraph;
- (xvi) In Section 5-3-7(G), to replace, in accordance with the requirements of this Article, any trees that do not survive in a good and healthy condition for the one (1) year, rather than for the three year, period next following the date of the acceptance of the street improvements in the right-of-way the trees are planted in; and
- (xvii) In Section 7-4-7(A), all unpaved areas within street right of ways adjacent to open space may be seeded subject to review and approval by the Village Engineer.

Modified or additional departures may be approved by the Village pursuant to the procedures established in its ordinances without the necessity of amending this Agreement.

(g) The Village shall approve the final plat of subdivision pursuant to the procedures, standards and timelines set forth in the Subdivision Code after the submittal of a final plat of subdivision, which is in substantial conformance with the requirements in the Subdivision Code.

(h) Developer by applying for approval of a final plat of subdivision for any portion of the Subject Property within one (1) year from the date of approval of the Development Plan by the Village, shall be deemed to have satisfied any requirements of

Village Ordinances pertaining to the expiration of preliminary plat approval, notwithstanding the fact that further final plats for the remaining portions of the Subject Property may be submitted more than one (1) year later.

(i) Construction may be phased on the Subject Property. Each phase shall connect directly to a completed street or highway. No builder shall commence construction on a second or succeeding phase within the Subject Property if that builder is in default of any obligation to the Village. However, this prohibition shall apply only to the builder in default.

(j) In connection with the first one hundred seventy-five (175) residential units the Village agrees to approve the final plats of subdivision and permit the connection of the same to the existing adjacent public sewer system and the existing water system located on the east end of White Oak Ponds, or to be located in Hampshire Highlands provided that the Developer satisfies the Village code engineering and technical requirements for final subdivision plat approval, except to the extent these requirements have been modified herein.

(k) In preparing final plats of subdivision and final plans for the Development for the Subject Property, the Developer may make minor modifications, subject to the approval of the Village engineer and consistent with the Village's applicable regulations, to the general design and layout of lots, streets, rights-of-way, and improvements, as depicted in the Development Plan, in order to facilitate the effective, efficient, and economical development of the Subject Property in accordance with the requirements of the R-2, R-3, and R-4 District regulations (as modified by the approved Development Plan, this Agreement as well as any other zoning relief that may be approved by the Village). The Development Plan shall be modified accordingly and filed of record with the Village. No such modifications shall authorize the Developer to develop a greater number of single-family lots, duplex units or townhome units than provided for under the approved Development Plan or this Agreement.

(l) In the course of seeking approval of any final plat of subdivision of the Subject Property, the Developer, may at its sole cost and expense, seek additional zoning approvals and subdivision variations, which approvals or variations shall be subject to Village approval.

(m) At Developer's option it may submit multiple final plats for the entire Subject Property at one time, which plats will be approved by the Village Board and executed by the Village President. Said plats shall be held in a joint order escrow (to be paid for by the Developer) between the Village and Developer until Developer requires them to be recorded at which time the Village agrees to permit the recordation of the plat(s). The terms of the escrow shall include:

(i) all final plats shall be recorded no later than ten (10) years from the date of this Agreement;

(ii) the Developer shall post adequate security as required pursuant to paragraph 11 as a condition to recordation. Security shall be attributable to the number of dwelling units or lots on the plat;

(iii) Developer shall pay to the Village all required fees that the Village requires to be paid at the time of recordation (but not the fees required to be paid at the time of issuance of building permits) based on the fee schedule, attached as Exhibit D ("Fee Schedule");

(iv) all Village permits which may have expired during the time unrecorded plats are held shall be renewed prior to the release and recording of the plats provided that the Village has sole and exclusive authority to do so and Developer has submitted all required information and paid all required fees. Renewal, if necessary, of other agencies' permits shall be obtained prior to recording of the plats;

(v) the Village shall hold physical possession of approved but unrecorded plats;

(vi) the County Clerk's "no tax due" certification shall be updated on the plat to cover the most current tax year in order for the Recorder of Deeds to accept the plat for recording (all costs of updating to be borne by the Developer);

(vii) proof of ownership shall be provided prior to recording; and

Developer agrees that no lots shall be sold or buildings constructed on lots in the approved, but unrecorded subdivision phases, except for model home construction described below.

(n) From the date of the release of a final plat of subdivision from the escrow referred to in the preceding paragraph, the Developer shall have sixty (60) days to record the same.

(o) The Village acknowledges that all of the necessary legal notices, public hearings and other proceedings necessary to modify the Village's Comprehensive Plan have been conducted and that the proposed use and development of the Subject Property and the proposed rezonings of the Subject Property to the R-2 Single-Family Residence District, R-3 Two-Family Residence District and R-4 Multi-Family Residence District are consistent with said Comprehensive Plan.

4. **Public Sewer Service in the Development.**

(a) **Existing Capacity:** The Owner and Developer understand that the existing wastewater treatment facility of the Village does not have the treatment capacity to serve all of the units approved for development on the Subject Property. The Village intends to expand its Wastewater Treatment Facility to 1.5 mgd and construct the Hampshire Creek Interceptor Sewer to the Subject Property ("First Sewer Expansion"). There currently exists a treatment capacity in the existing wastewater treatment facility to serve the first 175 residential units approved for development on the Subject Property.

(b) **Design:** In consideration of the Village reserving capacity in its existing wastewater treatment facility and existing sanitary sewers for 175 residential units to be developed on the Subject Property as well as sufficient capacity in the First Sewer Expansion for the remaining units approved in the Development Plan, Developer shall fund the design of the First Sewer Expansion pursuant to the schedule prepared by EEI, dated August 11, 2004, attached as **Exhibit E** ("First Sewer Expansion Schedule") and shall fund the design of the Hampshire Creek Sewer Interceptor pursuant to the schedule prepared by EEI, dated June 10, 2004, attached as **Exhibit F** ("Hampshire Creek Interceptor Schedule"). Developer shall receive credits first on its sewer impact fees then on its sewer connection fees for providing said funding and if the amounts due and owing for sewer impact fees and sewer connection fees are insufficient to fully repay Developer for said funding, the Village shall adopt a recapture ordinance in Developer's favor for same. In the event that Developer does not in the First Sewer Expansion and/or Hampshire Creek Interceptor project(s) expend all of the sewer impact fees and sewer connection fees attributable to the Development, it shall pay the balance due for sewer impact fees and sewer connection fees at the time of building permit, and such payment may be made with the vouchers set forth in paragraph 8(b). No increase in the sewer impact fee or in the sewer connection fee enacted by the Village subsequent to the date of any actual payment by or credit to the Developer for same, shall apply to the amounts paid or credited; provided, however, Developer shall be subject to any such increase as to any balance then due for same, subject to the terms of Section 8(a) below.

(c) **Construction:** In consideration of the Village reserving capacity in the existing wastewater treatment facility and existing sanitary sewers for 175 residential units to be developed on the Subject Property, sufficient capacity in the First Sewer Expansion for the remaining units approved in the Development Plan and the Village approving an SSA pursuant to the terms of Paragraph 7 below, Developer shall fund the construction of the First Sewer Expansion pursuant to the First Sewer Expansion Schedule and fund the construction of the Hampshire Creek Interceptor pursuant to the Hampshire Creek Interceptor Schedule. Developer shall receive credits first on its sewer impact fees and then on its sewer connection fees for said funding and if these amounts are insufficient to fully repay Developer for said funding, the Village shall adopt a recapture ordinance in Developer's favor and in favor of the SSA for same. No increase in the sewer impact fee or in the sewer connection fee enacted by the Village subsequent to the date of any actual payment by or credit to the Developer for same, shall apply to

the amounts paid or credited; provided, however, Developer shall be subject to any such increase as to any balance then due for same, subject to the terms of Section 8(a) below.

(d) **Connections:** In consideration of the Village reserving a portion of its limited remaining capacity in its existing wastewater treatment facility and the Developer's agreement to fund the design of the First Sewer Expansion and the design of the Hampshire Creek Interceptor and to fund the construction of the First Sewer Expansion and the Hampshire Creek Interceptor, the Village and Developer agree to phase the construction and the Village agrees to permit the following number of connections per year as follows:

YEAR	NUMBER OF CONNECTIONS	SOURCE OF CONNECTION
2005	150 Dwelling Units	Existing Facility and existing sewer line at the common property line with White Oak Ponds or Hampshire Highlands.
2006	25 Dwelling Units	Existing Facility and the existing sewer line at the common property line with White Oak Ponds or Hampshire Highlands.
	125 Dwelling Units	First Sewer Expansion and new transmission line ("HCI"); or out of existing facility if First Sewer Expansion is not operational subject to the Village's approval.
2007	150 Dwelling Units	First Sewer Expansion and new transmission line ("HCI").
2008	Remaining Dwelling Units (191)	First Sewer Expansion and new transmission line ("HCI").

Any unused connections in any year will carry over to succeeding years, provided that Developer shall be limited to 200 connections per year in the event of a carry over from

a preceding year(s). Developer's right to these connections per year is not dependent on Developer securing final subdivision approval. Any prepaid sewer impact fees or sewer connection fees paid by Developer shall constitute a credit with respect to future sewer impact fees and sewer connection fees.

(e) **Reservation of Capacity:** The parties agree that the First Sewer Expansion and the Hampshire Creek Interceptor Sewer will create sufficient treatment and transmission capacity to serve the dwelling units approved for construction on the Subject Property. Provided Developer has met its obligations to fund the design and construction of the First Sewer Expansion and the Hampshire Creek Interceptor Sewer as described in this paragraph, the Village agrees that the portion of the capacity created in the First Sewer Expansion and the Hampshire Creek Interceptor Sewer necessary to serve the Remaining Residential Units in the development will be available to, and may be utilized by, Developer at the time of application for building permits for the Remaining Residential Units, and during the term of this Agreement, pursuant to the schedule set forth in paragraph 4(d) above.

(f) **Additional Capacity:** The Village will reasonably consider (taking into consideration the need for capacity in the facility for commercial and industrial use) making available to Developer additional capacity in the existing facilities (not to exceed an additional 150 residential units in the development) if the First Sewer Expansion is not operational by October 1, 2006 and Developer has met its obligations to fund the design and construction of the First Sewer Expansion and the Hampshire Creek Interceptor.

(g) **Payment Timing:** With respect to funding the design of the Hampshire Creek Interceptor, Developer has made an initial deposit with the Finance Director of fifty (50%) percent of the engineer's estimate of the cost of said design. With respect to funding the design of the First Sewer Expansion, Developer shall within ten (10) business days after receipt of notice that this Agreement has been recorded, deposit with the Finance Director of the Village fifty (50%) percent of the engineer's estimate of the cost of said design. Upon notice from the Village that the initial fifty (50%) percent deposits have been expended, Developer shall fund the remaining fifty (50%) percent within forty-five (45) days of the Village's written request for the same. With respect to funding the construction of the First Sewer Expansion and the Hampshire Creek Interceptor, Developer shall post a letter of credit or other adequate form of surety for the contracted costs of construction. Said surety shall be deposited by Developer prior to the issuance of the notice of award of contract. Developer shall not be required to post any other security or performance bonds.

(h) **Payments by Developer:** Upon receipt of an invoice approved by the Village Engineer for the costs of the construction of the First Sewer Expansion and/or the Hampshire Creek Interceptor, the Developer shall make payment to the Village on the next available draw date, but in no event later than seventy-five (75) days after receipt of such invoice.

(i) **Extent of Improvements:** The treatment capacity to serve more than the initial one hundred seventy-five (175) residential units ("Remaining Residential Units") to be connected to the First Sewer Expansion can be provided only through certain improvements to the Village's collection and transmission facilities. The exact level of required improvements thereto are identified on the Public Sewer Utility Service Exhibit, **Exhibit G**. Upon the Village's approval of the design of the facilities, the Developer shall provide the funds in accordance with subparagraph (h) for, and the Village shall construct the collection and transmission facilities described on **Exhibit G**. Developer shall be credited for such expenses as described above.

(j) **Schedule:** In consideration of Developer's promises herein, including Developer's assumption of the costs described above, the Village agrees, pursuant to the schedules set forth in **Exhibits E and F** to:

(i) design said wastewater treatment facility expansion and the collection and transmission facilities;

(ii) acquire and accept such conveyances of property as are necessary for same;

(iii) obtain all of the necessary land use approvals and federal, state and local permits;

(iv) submit such design to the IEPA for a permit to construct and operate the wastewater treatment facility expansion and collection and transmission systems and upon receipt of the IEPA permit:

(v) construct said wastewater treatment facility expansion collection and transmission systems with sufficient capacity to serve the approved development on the Subject Property; and

(vi) as set forth in this Section, reserve the necessary capacity to serve the Development.

The construction schedule for the wastewater treatment facility is attached as **Exhibit E**. The Parties acknowledge that the Village must be awarded an NPDES permit for discharge of waste water ("NPDES Permit"). In light of these factors, no firm date for availability of the waste water treatment capacity sought by Developer can be stated herein.

The Village shall diligently pursue obtaining the FPA Amendment, the NPDES Permit and the IEPA Construction Permit pursuant to the schedule attached as **Exhibits E and F**. In the event that the Village fails or refuses to diligently pursue the FPA Amendment, the NPDES Permit, or the construction and operating permits for the First Sewer Expansion, the Developer shall be and is hereby authorized to pursue same in the name of the Village, at no expense to the Village.

Upon receipt of the NPDES Permit and the IEPA Construction Permit for the First Sewer Expansion, the Village will use its best efforts to commence construction by September 1, 2005 or within forty-five (45) days after receipt of the last of all the necessary permits.

(k) **Vouchers to be Accepted by Village:** In connection with the funding of the construction of the collection and transmission facilities, and the First Sewer Expansion by prepaying the sewer impact fees and sewer connection fees, the Village Engineer shall certify the payment of the amounts of sewer impact fees and sewer connection fees prepaid by Developer. The Village shall provide the Developer with written acknowledgement of the receipt of said amounts as provided for in paragraph 8(b), and Developer shall be fully credited for such payments and expenses against any balance on the total amount due for remaining sewer impact fees and sewer connection fees otherwise due and owing from the Developer to the Village. In the event that sewer impact fees and sewer connection fees or the Developer's costs for constructing the expanded collection and transmission facilities are paid out of SSA funds, the Developer shall receive a credit for any and all amounts paid towards the sewer impact fees and sewer connection fees otherwise due and owing.

(l) **Dedication:** Subject to the provisions of the Village's Subdivision Regulations and pursuant to paragraph 11 below, Developer agrees to dedicate and the Village agrees to accept all off-site and on-site sewer mains Developer constructs according to the approved plans and subject to the Developer's entitlement to recapture as further set forth in paragraph 6 herein. The Village shall adopt a recapture ordinance in a form and substance authorized by law and as agreed to by the Parties.

(m) **Land Acquisition:** The Village agrees to exercise its powers of eminent domain to obtain any easements or rights of possession required by Developer for the construction of the First Sewer Expansion or other sewer improvements necessary to service the subject Property. The costs of any such proceedings, and the costs of such acquisition, shall be considered to be part of the costs of such public improvements, and shall be paid for as part of such improvements as otherwise provided for in this Agreement. If not otherwise provided in this Agreement, Developer shall bear such costs, and in no event shall the Village be liable to bear the costs of such proceedings or acquisitions. If prepaid tap-on and connection fees are insufficient to cover such costs then Developer shall be entitled to recapture to the extent permitted by law.

(n) **On-Site Permit:** Developer shall be responsible for the cost of on-site permits for sewer main extensions attributable to the development of the Subject Property.

(o) **Service Area Permitting:** The Parties acknowledge that the Village has filed with NIPC as of November 21, 2003, an application for an amendment to its facilities plan and its Facilities Planning Area to provide sewer service to the Subject Property and other properties. In the event said application shall be denied by the Illinois Environmental Protection Agency, then the Parties shall cooperate one with the other in taking such action as may be necessary to seek review and reversal of such

adverse decision, including exhaustion of all administrative remedies and prosecuting lawsuits in an appropriate venue, so that all of the Subject Property shall be included in the Village's Facilities Planning Area, and so that there shall be a facilities plan which would provide sufficient treatment capacity for Developer's proposed development. Provided, Developer shall contribute pro rata with other benefited properties to reimburse Village for any and all costs and expenses, including reasonable attorneys' fees, incurred by the Village in seeking such review. The Village shall have no obligation to pursue such review and reversal, or any other remedy, without such reimbursement. Developer shall assist and fully cooperate with the Village in seeking approval of the initial application, including executing all applications and authorizations needed, sending letters of support, providing any information required by any regulatory agency, and sending representatives to appear before the regulatory agencies, all in support of said applications. However, Developer shall have no obligation to participate in and to fund such review and reversal.

5. **Public Water Service to the Development.**

(a) **Existing Capacity:** The Owner and Developer understand that the existing water works system, including the water storage and water distribution systems, do not have the capacity to serve all of the units approved for development on the Subject Property. However, the existing system has the capacity to serve the first 175 dwelling units approved for development on the Subject Property with the construction of a booster pump. In consideration of the Village permitting connection for the first 175 dwelling units approved for development on the Subject Property and permitting the connection of the remaining units approved for development on the Subject Property upon completion of certain upgrades to the water works system described below including the 1,000,000 gallon elevated storage tank, pressure reducing valves and booster pump ("First Water Expansion"), Developer shall prepay its water system impact fees and water connection fees. Upon Village approval of said design, the Village shall construct the same. The design of the First Water Expansion shall be pursuant to the schedule prepared by EEL, dated August 11, 2004, attached as **Exhibit I.** Developer shall receive credits on its water impact fees and water connection fees for said funding. In the event that Developer does not in the First Water Expansion expend all of its water impact fees and water connection fees attributable to the development, in the First Water Expansion, it shall pay the balance due for water impact fees and water connection fees at the time of building permit.

(b) **Schedule:** In consideration of the Developer prepaying a portion of the water impact fees and water connection fees, the Village shall design, construct and open for operation the First Water Expansion by August 1, 2006. The booster pump shall be operational by November 1, 2005 to allow connection to the existing water system.

(c) **Extent of Improvements:** The Developer shall construct at its expense the on-site water distribution improvements identified on **Exhibit H.**

(d) **Payment Timing:** With respect to funding the design of the First Water Expansion, Developer shall make an initial deposit with the Village Finance Director of fifty (50%) percent of the engineer's estimate of the cost of said design. Upon notice from the Village that the initial fifty (50%) percent deposit has been expended, Developer shall fund the remaining fifty (50%) percent within forty-five (45) days of the Village's written request for the same. With respect to funding the construction of the First Water Expansion, Developer shall post a letter of credit or other adequate form of surety for the contracted costs of construction. Said surety shall be deposited by Developer prior to the issuance of the notice of award of contract. Developer shall not be required to post any other security or performance bonds. The Developer's maximum payment for such water system shall be equal to its water impact fees and water connection fees.

(e) **Payments by Developer:** Upon receipt of an invoice approved by the Village Engineer for the costs of construction of the First Water Expansion, the Developer shall make payment to the Village on the next available draw date, but in no event later than seventy-five (75) days after receipt of such invoice.

(f) **Fees:** In consideration of the Village serving the first 175 units approved for development on the Subject Property from the existing water system; serving the Remaining Residential Units upon the completion of the First Water Expansion; and in consideration of the Village approving an SSA pursuant to the terms of Paragraph 7 below, Developer shall fund the First Water Expansion by prepaying the water impact fees and water connection fees due and owing from Developer. The Developer shall receive a credit towards the water impact fees and water connection fees due and owing. No increase in the water impact fee or in the water connection fee enacted by the Village subsequent to the date of any actual payment by, or credit to the Developer for same, shall apply to the amounts paid or credited; provided, however, that Developer shall be subject to any such increase as to any balance then due for same, subject to the terms of Section 8(a) below.

(g) **Reservation of Capacity:** The parties agree that the First Water Expansion will create sufficient water supply and storage capacity to serve the dwelling units approved for construction on the Subject Property. Provided Developer has met its obligation to fund the design and construction of the First Water Expansion as described in this paragraph, the Village agrees that the portion of the capacity created in the First Water Expansion necessary to serve the Remaining Residential Units in the development will be available to, and may be utilized by Developer at the time of application for building permits for the Remaining Residential Units, and during the term of this Agreement, pursuant to the schedule set forth in paragraph 4(d) above.

(h) **Vouchers to be Accepted by Village:** In connection with the funding of the First Water Expansion by Developer's prepayment of a portion of the Village's water impact fees and water connection fees, the Village Engineer shall certify the payment by Developer of said amounts of the water impact fees and water connection fees prepaid by Developer. The Village shall provide the Developer with written acknowledgement of the receipt of the same, as provided for in paragraph 8(b)

and Developer shall be fully credited with such payments and expenses against any balance on the total amount due for water impact fees and water connection fees due and owing from Developer to Village.

(i) **Dedication:** Subject to the provisions of the Village's Subdivision Regulations, and pursuant to paragraph 11 below, Developer agrees to dedicate and the Village agrees to accept all off-site and on-site water mains Developer constructs according to the approved plans, subject to the Developer's entitlement to recapture as set forth in paragraph 6 herein. Developer agrees to dedicate upon its satisfactory completion and the Village agrees to accept dedication of the water storage tank Developer is to construct according to the provisions of this section.

(j) **Water Tank Site:** The location of the land dedication for the tank site required for the Development is identified on the Development Plan.

(k) **Land Acquisition:** The Village agrees to exercise its powers of eminent domain to acquire any easements or rights of possession required by Developer for the construction of the First Water Expansion, or other water system improvements, necessary to service any portion of the Subject Property. The costs of any such proceedings, and the costs of such acquisition, shall be considered to be part of the costs of such public improvements, and shall be paid for as part of such improvements as otherwise provided for in this Agreement. If not otherwise provided in this Agreement, Developer shall bear such costs, and in no event shall the Village be liable to bear the costs of such proceedings or acquisitions. If prepaid tap-on and connection fees are insufficient to cover such costs, then Developer shall be entitled to recapture to the extent permitted by law.

(l) **Off-Site Watermain:** The Village shall in accordance with subdivision review and approval procedures pursuant to the Village Code require the Developer of Hampshire Highlands Subdivision to provide the necessary easements for and to construct a public water main to the west property line of the Subject Property at Jake Lane to permit the interconnection of the water service from the Subject Property through the Hampshire Highlands Subdivision. It is anticipated that said Developer shall install such improvements by March 30, 2005. The Village does not guarantee, and shall not be liable for such extension, or the failure of said Developer to complete said improvements by said date.

6. **Recapture for Off-Site and On-Site Public Improvements.**

(a) The Developer shall be entitled to a recapture for all funds it expends in excess of the sewer impact fees, and the sewer connection fees due from Developer for the First Sewer Expansion and the Hampshire Creek Interceptor and for all funds it expends in excess, if any, of the water impact fees and the water connection fees for the First Water Expansion due from Developer ("Excess Cost"). It is anticipated that no recapture shall be due to Developer for the First Water Expansion because the estimated costs are less than water impact fees and water connection fees due from Developer. If said costs exceed the water impact fees and the water connection fees due from

Developer, the Village shall afford Developer a recapture for such excess costs. The recapturable expenses include the costs of the expansion of the wastewater treatment facility, the Hampshire Creek Interceptor Sewer, any capacities, size or depth of sanitary sewer which benefit off-site tributary areas, water tower, pressure reducing valves, booster pumps, and other transmission facilities constructed at Developer's expense, any on-site water mains larger than twelve (12") inches, twenty-five percent (25%) of the intersection improvements at Illinois Route 72 and Romke Road, seventy-five percent (75%) of the intersection improvements at Illinois Route 72 and Runge Road ("Intersection Improvements") (if said Intersection Improvements are constructed by Developer), and fifty (50%) percent of the cost of improving Runge Road from Illinois Route 72 north to Jake Lane ("Runge Road Improvements") (if said intersection improvements are constructed by Developer) and the Jake Lane Improvements on the east side of the Subject Property ("Recapturable Improvements"). A list of the Recapturable Improvements that Developer is constructing at its expense, which it is entitled to recapture for, is attached as Exhibit J.

(b) The recapture rights of Developer for all excess capacity provided by the expansion of the wastewater treatment facility, including the engineering design costs for such expansion paid by Developer, shall be generally based on participation as follows: the Excess Cost shall be divided by the wastewater treatment capacity remaining after deducting the share of capacity attributable to the Subject Property from that total expanded capacity of the facility; and, the resulting cost per population equivalent ("PE") shall be paid by the other benefited property owners. Payment shall be made within ten (10) days after approval of a preliminary plat of subdivision for the property of any such benefited owner. PE shall be based on the number of dwelling units or other uses described in the preliminary plat.

For example: The expanded wastewater treatment facility is .75 mgd. The share of the capacity in said plant attributable to the Tuscany Woods Subdivision is 0.225 mgd; and, the remaining capacity is thus 0.525 mgd. If the cost of expanding the wastewater treatment facility is \$6,000,000.00, and Tuscany Woods impact fees and connection fees committed to the cost of said expansion in accordance with the terms of this Agreement total \$3,000,000.00, there is then an excess cost equal to \$3,000,000.00. Then, the Excess Cost divided by the remaining capacity equals $\$3,000,000.00 / 0.525 \text{ mgd} = \5.71 per gallon of capacity. Or, \$571.00 per PE, to be assessed to the other benefited owners.

The same approach shall be utilized to calculate the recapture rights of the Developer for excess capacity created in the Hampshire Creek Interceptor Sewer, and in the First Water Expansion, if any.

(c) With respect to the other Recapturable Improvements other than those identified in subparagraph (b), the Village agrees, pursuant to the Illinois Compiled Statutes, Chapter 65, Section 5/9-5-1, as amended, to execute a Recapture Agreement with the Developer under the terms and provisions of which the Village shall agree to collect reimbursement for the Developer for an equitable portion of the Recapturable Improvements including an equitable and lawful allocation of costs and expenses incurred in the acquisition of any easement(s) for such facilities, together with interest

thereon from the date said facilities have been accepted by the Village until connection thereto is sought by the benefited third parties at a rate of six percent (6%) simple interest per annum beginning upon the Village's acceptance of the improvements and running for twenty (20) years or until collected in full from such third parties, whichever shall first occur. For example, the recapture allocation for oversizing of the on-site sanitary sewer and the on-site watermain shall be based on p.e. for developments in the service area tributary to said sewer and watermain. Such Recapture Agreement shall describe the benefited properties outside of the Subject Property which may reasonably be expected to benefit from the Recapturable Improvements. Such Recapture Agreement shall also provide that the Village shall collect such recapture fees charged to the owners of the benefited properties not within the Subject Property at the time of approval of the first final plat of subdivision or at the time application is made to connect to and use the Recapturable Improvements by the respective properties of each such owner, whichever date is earlier. The Village agrees that no benefited property owner shall be permitted to connect onto and utilize said Recapturable Improvements without first paying the recapture fees to the Village as stated hereinabove. In connection with the Intersection Improvements, the Jake Lane Improvements and the Runge Road Improvements, said recapture amount shall be collected as a condition to approval of the final plat for the first unit. The Village shall have no recapture obligations under this paragraph until the terms thereof are formalized into a separate written agreement in accordance with the provisions of Illinois Compiled Statutes, Chapter 65, Section 5/9-5-1, as amended. Said Recapture Agreement shall be filed in the Office of the Recorder of Deeds of Kane County, Illinois. The Developer shall submit, and the Village shall reasonably approve its proposal identifying *inter alia* (i) the benefited properties; and (ii) the allocation of the benefit conferred upon such properties, all in accordance with the relevant statutes.

(d) Developer agrees to bear the cost of enforcing and defending the Recapture Agreement and pledges to hold the Village, its officers, agents and employees harmless and to pay all expenses, costs, damages (including attorneys' fees, engineering fees, expert witness fees, accountants fees and all litigation expenses) and judgments incurred by, or assessed against the Village and its officials as a result of the Village's entry into or enforcement of said agreement. If the Village reasonably anticipates the necessity of enforcing or defending the recapture agreement, it shall make a preliminary estimate of the costs thereof and the Developer shall from time to time deposit into a Developer's Escrow with the Village such funds as are deemed by the Village reasonably necessary from time to time to defray the costs of enforcement or defense.

(e) The Village and Developer acknowledge that the only recapture amounts due and owing from the Developer to the Village are the following:

(i) the amount of \$56,000.00 as set forth in Ordinance No. 96-11 An Ordinance Providing for Reimbursement of Certain Costs Associated with the Construction of the West Side Interceptor; and

(ii) the amount of \$28,010.34 as set forth in Ordinance No. 04-08, An Ordinance Providing for Reimbursement of Certain Costs Associated with the construction of a Sanitary Sewer Line.

(iii) a share of the expenses incurred by the Village in pursuing an amendment to its Facilities Planning Area, in Application No. 03 WO 092 filed with the Northeastern Illinois Planning Commission in November 2003, equal to ten (10%) percent of the total cost certified by the Finance Director upon conclusion of work on said Application.

Developer shall not be required to pay said amounts unless it uses the facilities subject to these recapture agreements. If the developer of Hampshire Highlands constructs the Intersection Improvements and/or constructs the Runge Road Improvements, Developer shall pay recapture of twenty-five (25%) percent for said Intersection Improvements and fifty (50%) percent of the Runge Road Improvements to the developer of Hampshire Highlands. The Village agrees that it shall not approve any other recapture agreements burdening Developer with additional recapture obligations without Developer's written consent.

7. Creation of SSA and Issuance of Bonds.

(a) The parties acknowledge and agree that there are certain extraordinary costs associated with the development of the Subject Property, in particular as to new wastewater transmission and treatment facilities, and water supply and storage facilities, which will serve both the Subject Property and other benefited properties now within or to be added to the Village, and that Developer is willing, subject to the terms of this Agreement to provide certain upfront funding for the design and construction of such improvements. In order for the Developer to recoup such the extraordinary development costs associated with the Development including the Developer's prepayment of certain sewer and water impact fees and sewer and water connection fees to fund off-site and on-site improvements related to the facilities described above, in connection with the Development, the Village agrees to establish a special service area pursuant to the provisions of 35 ILCS 200/27-5, *et seq.* of the Illinois Compiled Statutes. The Village acknowledges that it is authorized pursuant to the provisions of Section 7(6) of Article VII of the Illinois Constitution of 1970 to impose additional taxes upon areas within its boundaries to provide special services to those areas to pay the debt incurred in order to provide those special services in the manner provided by law. The Village finds that all or a portion of the off-site and on-site improvements for the Subject Property, to be developed as the proposed Tuscan Woods Subdivision, and considering specifically the costs being borne by the Developer for the wastewater treatment and water supply and storage facilities described in this Agreement, qualify for Special Service Area financing under the SSA statute. The Village and the Developer shall, taking into account Developer's expenditure of funds for the above-described facilities agree that the public improvements identified in subparagraph (b) below, qualify for Special Service Area financing and shall be permitted to be funded with such SSA proceeds.

(b) The Village agrees to propose the establishment of, and to establish a special service area for the Subject Property, subject to objections filed by qualified persons. Subject to the establishment of the special service area, the Village agrees to issue special service area bonds (the "Bonds") in an amount not to exceed Twelve Million and 00/100 Dollars (\$12,000,000.00) in not more than two (2) bond issuances, at Developer's option, the proceeds of said Bonds shall be used *inter alia* to purchase or construct the approved public improvements for the Development, lawfully recognized as being included in the term "public improvement", which may include:

1. construction of on-site and off-site stormwater improvements;
2. construction of on-site and off-site water improvements;
3. construction of on-site and off-site sanitary sewer improvements;
4. construction of on-site and off-site road improvements and improvements to the right-of-way;
5. erosion control improvements;
6. the value of the land under and the construction of public streets, including sidewalks, curbs and gutters, streetlights and bike paths, dedicated park area and publicly dedicated stormwater detention facilities;
7. earthwork associated with public right-of-way improvements, publicly dedicated stormwater detention improvements and publicly dedicated park improvements;
8. landscaping of public areas, including the installation of trees located thereon;
9. installation of trees located in the on-site public park land/detention basins;
10. park improvements;
11. to pay capitalized interest;
12. to establish a reserve fund;
13. to pay issuance costs; and
14. to reimburse the Village for its expenses including but not limited to legal fees relating to the Bonds and any costs and expenses in connection with billing and collecting the SSA tax including a reasonable administrative fee.

The Bonds shall be retired solely by special taxes levied on a reasonable and rational basis against only the taxable property on the Subject Property. It is understood and agreed that such bonds shall not constitute an indebtedness of the municipality in which the special service area is situated for the purpose of any limitation imposed by any law. Interest on the bonds shall be paid by the SSA until the public improvements are complete and are accepted by the Village and in accordance with the debt service schedule as finally determined by the Village. The Special Service Area bond resolution shall state that the SSA bonds shall be subject to prepayment. Developer and the Village shall petition the County to bill and collect and in the event that the County refuses to bill and collect, the Village agrees to hire a third party to bill and collect, subject to being fully reimbursed for all of its costs and expenses, including a reasonable administrative fee.

(c) Developer and Owner agree to refrain from objecting to the creation of a SSA for the purpose of maintaining the drainage improvements and green spaces/open areas for the Subject Property which are identified in this Agreement, provided the Village shall set the maximum tax rate for this District at the time of final plat of subdivision of the Subject Property, based on but not limited to the estimated expense for maintenance of such improvements. Developer shall reimburse the Village for any and all normal and reasonable expenses incurred by Village in enacting such ordinances as are necessary to create such SSA.

8. **Impact Fees/Off-Site Improvements.**

(a) For sixty (60) months from the Effective Date, any increases in the dollar amounts on the impact fees identified in **Exhibit D** shall not be applied to the Subject Property and the impact fees identified on **Exhibit D** shall be the only impact fees imposed on the Development and the Village agrees that no other impact fees shall be imposed on the Development. Beginning on the sixty-first (61st) month from the Effective Date the amounts then generally applicable in the Village for impact fees identified in **Exhibit D**, and any other additional impact fees which are then generally applicable in the Village, shall be imposed on the Development. Any impact fee increases or new impact fees imposed after the sixtieth (60th) month from the Effective Date shall not apply to the Development until six (6) months after the Village Board's approval of the same.

(b) Developer shall pay all impact fees for school, fire protection and library purposes, and the fee assessed pursuant to the Village's Transportation Planning and Roadway Improvement Policy, at the time of issuance of a building permit and in the amount as set forth on **Exhibit D**. Developer shall pay the park impact fees as set forth in paragraph 9, below. The Village shall credit Developer in the amount of \$160,000.00, representing the value of the land contribution for the water tower and future well site and said credit shall be applied to the public use fee. The balance due on the public use fee, and the fee assessed for public safety siren system purposes, shall be paid unit-by-unit, upon approval of the Final Plat for any such unit. Developer shall pay the sewer and water impact fees and the sewer and water connection fees as provided for in paragraphs 4 and 5, above. In connection with any remaining water and sewer impact

fees, the fees due and owing shall be those attributable to the number of lots included on the final plat, less any credits for any prepaid impact fees paid by Developer pursuant to paragraphs 4 and 5 above and shall be paid at building permit. Credit shall be given in the form of a credit voucher suitable to the Village Engineer to be subsequently utilized in lieu of payment at the time that building permits are issued. Credit shall be given for any funds disbursed out of the SSA for prepaid sewer and water impact fees and prepaid sewer and water connection fees for any costs incurred by Developer for the sanitary and water improvements set forth in paragraphs 4 and 5 above. Developer shall also be subject to a Transition Fee to be adopted hereafter by the Village Board provided that the same is of general applicability to all newly annexed property and provided that said fee shall be paid as a condition to the issuance of building permits. If, in the future, the Village negotiates a lower Transition Fee with another Developer of newly annexed property, Developer shall be entitled to pay the lower fee for all of its remaining dwelling units.

(c) The Village acknowledges that no land contribution shall be required for the land/cash contributions due for school impact fees under Chapter 14 of the Village Code, and Developer shall pay cash in lieu of land therefor.

(d) Monies received pursuant to this Agreement between the Parties and in particular, the impact fees and land-cash contributions, will be spent only on improvements that benefit the Tuscany Woods Subdivision in accordance with law; provided, however, the transportation system fee paid by Developer under the terms of this Agreement shall be utilized by the Village for transportation system improvements consistent with its policy and the Transportation Planning and Roadway Improvement Cost Analysis prepared by EEI and dated November 2003.

(e) The Parties acknowledge and agree that the County of Kane has enacted an ordinance requiring payment to the County of a transportation impact fee; and Developer agrees to pay such fee at the time of building permit issuance in accordance with the requirements of the County's ordinance.

9. **Park Donations.**

The Village acknowledges that the contribution of land for a Park Site, Developer funded improvements to the Park Site, certain bicycle path construction costs, and cash payments for improvements to the Park Site exceed the Village's Park Site Contribution requirements as set forth in Chapter 14, Section 14-2-3 of the Village Code of Ordinances, 2003. The Developer is required to dedicate 20.7 acres of land for park and recreation purposes. Developer shall dedicate 28.4 acres to the Village for park purposes in the location identified on the Development Plan labeled ("Park Site") on **Exhibit B**. In addition, Developer shall contribute One Thousand Dollars (\$1,000.00) per dwelling unit for each of the single-family and duplex dwelling units approved in the Development Plan for a total of \$493,000.00. Said funds shall be used by Developer to construct the Phase One Park Improvements ("Phase One Plan"). The Park Site shall be dedicated to the Village for park purposes at the time of the recordation of the First Final Plat of Subdivision. At such time the Developer shall reserve the necessary

easements to permit the Developer to construct the Park Improvements and the other improvements to serve the subdivision. The Developer shall be responsible for improving the Park Site pursuant to the Phase One Plan, attached as Exhibit L. The Phase One Plan improvements to the Park Site set forth on Exhibit L shall be completed by Developer as soon as practicable, but in no event later than twenty-four (24) months after the approval of the first final plat. In addition, the Village shall, to the extent permitted by law, apply all or a portion of the cash contributions for park purposes received from other developments, including the Hampshire Highlands Subdivision, towards the Phase Two Park Improvements attached as Exhibit L ("Phase Two Plan"). Construction of the additional Phase Two Plan Park Improvements shall be completed as soon as practicable by the Village when the Village has collected sufficient contributions from the other developments including Hampshire Highlands Subdivision, to fund said improvements. Upon completion of the Phase One Plan improvements to the Park Site by the Developer and the acceptance by the Village, the Village or its assignee shall then be responsible for the maintenance of said Park Site. Developer shall be responsible to seed the ground and shall maintain all seeded areas until accepted by the Village. All seeded areas shall contain grass at a reasonably uniform distribution, with bare spots no larger than one-half (1/2) square foot; and plant grass that displays vigorous growth, green and healthy in appearance, before the Village shall accept same. Acceptance shall be subject to inspection by the Village Engineer.

10. Road, Street and Utility Construction Standards.

(a) Developer shall provide streets and roads for the Subject Property. Each street right-of-way shall be dedicated in a final plat of subdivision, and the Village agrees that said roads shall be constructed in accordance with the specifications contained in Exhibit M to this Agreement. Developer shall comply with all requirements of the Illinois Department of Transportation and the Village as to permits for access to, right-of-way width, improvements to, and dedications for Romke Road and Runge Road at their respective intersections with State Route 72. The Village agrees to cooperate with Developer in obtaining all necessary governmental permits for the work and further, shall contribute to the cost of said improvements any funds it has received or shall receive from any other developer or developers which were earmarked for the improvement of said intersections. Developer shall commence construction of the improvements to IL 72 and Romke Road, as depicted on the Preliminary Plat, no later than the date of issuance of the first building permit for Unit 1 of Developer's proposed development, unless otherwise agreed to by the parties hereto.

(b) Developer shall have the right, but not the obligation to install the final lift or surface course to roadways within any phase of the Subject Property during the year that the binder course is installed subject to the Village Engineer's approval. In any event, Developer shall have the right, but not the obligation to install the final lift or surface course to roadways within any phase of the Subject Property in which 80% or more of the dwellings have been issued occupancy permits. After completion of the construction and/or acceptance of any street or road by the Village, and if construction traffic of Developer, its agents or employees continues to utilize its street or road,

Developer shall be responsible for keeping the street or road free from construction debris, and further Developer shall be responsible for repair or damages to the street or road caused by such construction traffic of its agent and employees. Acceptance of said roads shall be as provided for in paragraph 11 below.

(c) From and after the time of acceptance of any roadway improvements by the Village, the Village shall then maintain said improvements, subject to the requirements imposed on Developer pursuant to Section 7-2-4(D) of the Village Code, requiring that Developer provide a maintenance bond for a period of one year after such acceptance.

(d) Developer 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, Developer shall perform the following tasks:

(i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Developer'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) At all times prior to issuance of a Certificate of Completion by the Village for any street constructed in the Subdivision, within twelve (12) hours following an accumulation of one (1") inch or more of snow thereon in any eight (8) hour period, cause such street to be plowed and such snow cleared therefrom.

In the event that the Village certifies completion of any such street between November 1 of any given year and April 1 of the following year, Developer shall continue to provide snow removal for said streets throughout such period.

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

(f) In the event Developer fails to remove snow from the streets, mow weeds, pick up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Agreement, or within twenty-four (24) hours after receipt of notice from the Village of Developer's failure to comply with the provisions of this Agreement, then the Village may perform, or contract with others to perform such undertaking and deduct from the Site Control Escrow the costs thereof. Developer shall, within fifteen (15) business days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an

additional deposit to the Village Clerk so as to maintain in the same at a Five Thousand (\$5,000.00) Dollar balance.

(g) All sums then remaining on deposit with the Village pursuant to this Agreement shall be returned to Developer upon final acceptance of all public improvements by the Village, or upon completion of the development in accordance with the last Final Plat thereof, whichever shall be the last to occur.

(h) Developer shall provide streetlighting at all intersections of subdivision streets with State Route 72 and Romke Road and State Route 72 and Runge Road in accordance with the requirements of the Illinois Department of Transportation. Developer shall provide adequate lighting of public streets within the Subject Property, in accordance with the Hampshire Municipal Code, Section 7-3-8 and the applicable light standard prescribed by the Village. Upon installation and acceptance by the Village, the Village shall be responsible for maintenance of said lighting.

(i) The design standards for streetlights, street signs, mailboxes and traffic signs shall be consistent with the design attached as Group Exhibit P. Fences along Jake Lane, Route 72 and Romke Road shall be consistent with the Design Standards attached as Group Exhibit P. Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase or unit of the development on the Subject Property prior to the issuance of any certificate of occupancy in such phase or unit. Temporary or permanent street signs shall be installed throughout a phase or unit of the development on the Subject Property and any street or streets leading into such phase or unit, prior to the issuance of any building permit in such phase or unit. The design of any temporary street sign shall be subject to the review and approval of the Village Engineer. No sidewalk and no bituminous surface course for any street, in the development on the Subject Property shall be installed at any time before April 15 or after December 1 in any calendar year unless approved by the Village Engineer.

(j) The Village shall assist the Developer in entering into an Agreement with the Owner/Developer of the Hampshire Highlands Subdivision pertaining to the construction of Runge Road pursuant to the provisions of paragraph 18 of the Annexation Agreement between the Village and Farms of Hampshire LLC, dated February 5, 2004, modified May 20, 2004. The Parties acknowledge that the owner of Hampshire Highlands Subdivision ("Hampshire Highlands") is required to construct the Intersection Improvements and the Runge Road Improvements as a condition to the commencement of construction of Unit 4 in Hampshire Highlands. In the event that the developer of Hampshire Highlands does not construct the Intersection Improvements and construct the Runge Road Improvements, and the Developer constructs said improvements, the Village shall grant Developer a recapture as set forth in paragraph 6(a) for that portion of the costs of the construction of the Intersection Improvements and the Runge Road Improvements that are attributable to Hampshire Highlands. Said recapture amount shall be paid by the Developer of Hampshire Highlands as a condition to the recordation of any further final plats of subdivision in Hampshire Highlands or as a condition to the issuance of any further building permits, whichever date is sooner.

(k) Developer shall cause the proposed right-of-way owned by Owner between Jake Lane and Illinois Route 72 identified as Runge Road in Exhibit B to be dedicated to the Village within sixty (60) days of the Effective Date.

(l) The Village agrees to exercise its powers of eminent domain to acquire any easements or rights of possession required by Developer for the construction of roadway improvements necessary to serve any portion of the Subject Property. The costs of any such proceedings, and the costs of such acquisition, shall be considered to be part of the costs of such improvements, and shall be paid for as part of such improvements as otherwise provided for in this Agreement. If not otherwise provided in this Agreement, Developer shall bear such costs, and in no event shall the Village be liable to bear the costs of such proceedings or acquisitions. Developer shall be entitled to recapture for said amounts to the extent permitted by law.

11. **Public Improvements - Security and Acceptance.**

(a) The public improvements shall include the roads, streets and sidewalks, the sanitary sewer and water main improvements, all detention/retention areas and facilities, flood plains and wetland areas located in Parcels 1 to 20 as identified on the Development Plan. A final plat may be approved, but not recorded until adequate security is provided for the completion of the public improvements attributable to that phase. There shall be separate performance bonds for each phase of the development.

(b) The security to be provided by Developer for public improvements benefiting an individual phase of development within the Subject Property shall be in accordance with the applicable Village ordinances (125% of the engineer's estimate of cost). In the first instance, Developer shall provide such security in the form of the proceeds from the sale of the bonds in connection with the SSA. Any additional security required over and above the SSA proceeds shall be in the form of performance bonds (or at Developer's option a letter of credit). Together the proceeds from the sale of the bonds and any performance bonds (or at Developer's option a letter of credit) shall constitute the security ("Security").

(c) To the extent utility improvements are developed or installed in phases or units, the Village shall inspect and accept the same on a phase-by-phase basis. The Developer shall be required to install water lines and sewer mains in each Phase only as each such Phase is platted and approved by the Village. Provided, however, where such phased utility improvements are required to be interconnected or looped to or with another phase of the development, the Village shall not be required to accept such phased improvements unless adequate security in the form of a performance bond (unless the SSA funds are sufficient) is deposited with the Village to assure the completion of the required interconnection or looping.

(d) Such security shall be reduced by the Village from time to time, as public improvements within the Subject Property are completed and approved by the Village Engineer and prior to the acceptance of such improvements by the Village. The Village

shall reduce the security within forty-five (45) days of receipt of a request therefor, or within forty-five (45) days of the Village's receipt of the last documents required to support such reduction. If the request is denied, the Village shall provide the Developer with a written statement specifying the reasons for the denial of the request, including specifications of the requirements of law or the requirements of this Agreement which the request or supporting documents fails to meet. The Village shall reduce such security upon the Developer's compliance with those requirements. In addition, the Developer shall comply with the requirements contained in the Village's Subdivision Control Ordinance pertaining to the bonding requirement for maintenance after acceptance of public improvements. No more than four (4) requests for reductions shall be made for any phase of the development in any twelve (12) month period.

(e) Upon the sale and transfer of any portion of the Subject Property, Developer shall be released from the obligation secured by its security instrument for public improvements provided that the Village approves and accepts alternative security from the successor in interest to Developer.

(f) Upon request of Developer for a Certificate of Completion ("Certificate"), the Village Engineer, within forty-five (45) days shall inspect the improvements subject to the request and either issue a Certificate of Completion or a punchlist of items that need to be completed to obtain such Certificate. Upon Developer's compliance with the deficiencies identified as the basis for denying the Certificate, the Village shall as soon as practicable thereafter issue such Certificate. The Village shall reinspect, consider acceptance and accept public improvements subject to the Certificate only after one (1) year following the issuance of the Certificate. Upon acceptance of the public improvements, the Village shall be responsible for the ownership and maintenance of said public improvements.

(g) In the event that the owner(s) of an adjacent property ("Adjacent Property Owner") requires connection to any watermain and/or sanitary sewer lines located on the Subject Property, and in the event that Developer has not at the time extended the same to the boundary line of the Subject Property, then upon the Village's request, Developer shall grant a right of access onto the Subject Property to such Adjacent Property Owner to permit such connection to be constructed by the Adjacent Property Owner. The right of access shall be conditioned on the Adjacent Property Owner delivering to Developer the necessary insurance and indemnity. The cost of extending any such watermain or sanitary sewer lines to the boundary of Developer's property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner with the right of recapture running to the benefit of the Adjacent Property Owner from Developer. Nothing herein shall require Developer to construct watermain and sanitary sewer lines to the boundaries of the Subject Property unless said extensions are necessary to complete a system or make it self-contained or unless a final development plan and final engineering plan encompass the area in which any such lines are to be located, the Village has approved the extension of such lines and Developer has undertaken the development of such area.

12. Site Development Work/Temporary Facilities/Interim Uses.

(a) After the adoption of ordinances approving the rezoning and preliminary subdivision plat approval, but prior to the approval of any final plat of subdivision for, or the availability of public improvements on, the Subject Property, the Developer may at, its own risk, install or erect up to five pre-sale trailers, up to five construction office trailers, parking lots, as may be necessary on the Subject Property after obtaining all applicable permits from the Village; provided, however, that no such structure shall be within 15 feet of any property lines of the Subject Property, unless expressly provided otherwise in this Agreement and provided further that the location of the semi-trailers shall be subject to Village staff approval, which approval shall not be unreasonably withheld.

(b) Any time after the execution of this Agreement, and prior to approval of final subdivision plats for the Subject Property, or parts thereof, Developer may 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 Subject Property or portions thereof; provided, however, that the Developer shall undertake such work at its own risk. Developer 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. The Village engineer's prior approval shall be evidenced by the issuance of a mass grading permit. Additionally, the Developer 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 Subject Property. Prior to commencing work hereunder, Developer must obtain all necessary permits for such work from any applicable government agency other than the Village. Developer 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 such subparagraph.

(c) Prior to the recordation of the first final plat of subdivision, at Developer's option, the Developer shall be permitted to construct not more than twenty (20) model homes, four (4) structures each in not more than five (5) model areas on the Subject Property, subject to the approval by the Village's Building Department of the construction plans therefor; provided that framing of such models shall commence only after a stone haul road adequate to handle emergency vehicles has been constructed and approved by the Fire Department. In conjunction with the construction, use, and maintenance of the model homes, the Developer may erect and maintain temporary fencing not exceeding four feet in height of such material and style in accordance with Village staff approval, which approval shall not be unreasonably withheld. Model homes may not be open to the public until a binder course on the road has been installed, inspected and approved by the Village Engineer. The Village agrees that the Developer shall be permitted to maintain said twenty (20) model homes, four (4) each in

five (5) model home areas on the Subject Property until all of the lots on the Subject Property have been conveyed to individual homebuyers.

(d) The Developer shall be permitted to use and occupy (but not for residential purposes) the pre-sale trailers and model homes, upon the installation of temporary electric generators, waste water holding tanks or portable toilet facilities, and water facilities; provided, however, that such generators, tanks and water facilities shall be promptly disconnected and removed in connection with service to the model homes only and not to the pre-sale trailers, at such time as electrical service and public sewer and water systems become available to the Subject Property. The model homes shall be connected to electrical service and public sewer and water systems promptly upon each becoming available to the Subject Property and the structures are connected thereto. The Developer shall be permitted to use and occupy (but not for residential purposes) construction office trailers (including trailers for the storage of materials and equipment) which shall not be required to be connected to temporary electric generators, waste water holding tanks or portable toilet facilities and water facilities. All matters governed by the Kane County Health Ordinance shall be subject to the review and approval of the Kane County Health Department.

(e) Farming, including the rental of land for farmland operations and the rental of existing residences for rental dwelling purposes shall be interim uses permitted on the Subject Property. No other interim uses shall be permitted.

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

(g) Any model homes constructed pursuant to this paragraph shall not be counted against the limitation on issuance of building permits for any calendar year described in paragraphs 4(d) and 14(a). No such model homes shall be utilized by Developer for sales purposes unless and until a permit for occupancy as a model shall have been issued by the Village. Provided, should any such model home be sold for occupancy as a residence, Developer shall apply for and obtain a permanent certificate of occupancy prior to closing of the sale, and upon closing, said dwelling unit shall be then counted against the total number of building permits to be issued in the calendar year of closing.

13. **Architectural Review.** In lieu of the requirements in Section 5-2-1 of the Village Code, Developer agrees to apply and enforce the following architectural improvement standards throughout the Development:

(a) In the event that two adjacent homes having the same floor plan are constructed on one side of a street within the Subject Property, the homes must feature a different elevation. The difference in elevation must be measured in terms of roofline and fenestration.

Four (4) homes in a row shall have different elevations and homes having the same elevations may not be constructed "directly across the street" from one another. However, homes having like elevations may be erected across the street from one another as long as the respective lot boundaries do not overlap each other by more than 25%. Homes are deemed to be "directly across the street" from one another if their respective lot boundaries overlap by 25% or more. In the case of small cul-de-sacs with eight or fewer sites, no duplication of elevations may occur.

(b) Exterior siding color shall not be repeated within two homes constructed on consecutive lots on one side of the street. There will be two different siding colors between each house. Similar to the elevation rule, the siding color should not be the same on any house across the street.

The trim, roof and brick colors may not be duplicated more than twice in homes constructed side by side so that there will not be three homes alongside each other with the same trim color.

(c) Minimum foundation plantings around houses shall conform with the Landscape Plan, **Exhibit K**, attached hereto and incorporated herein by this reference.

14. **Building Permits.**

(a) Subject to the limitations on the reservation of sewer capacity in the existing facility and in the First Sewer Expansion, the Village shall issue not less than one hundred fifty (150) building permits for individual dwelling units in calendar year 2005, one hundred fifty (150) building permits for individual dwelling units in calendar year 2006, one hundred fifty (150) building permits for individual dwelling units in 2007 and no limitations thereafter, provided that Developer shall be limited, in the event of any unused permits in any year to two hundred (200) building permits per year if there is a carry over from a preceding year(s).

(b) The Developer may submit applications for building permits prior to the approval of the final plat for the Subject Property or a portion thereof; provided, however, that no construction shall commence except on a lot created pursuant to an approved and recorded final plat of subdivision and accessible via a road improved with at least a binder course. However, Developer shall be permitted to commence the construction of model homes pursuant to the terms contained in this Agreement.

(c) The Developer shall have the right to submit master building blueprints or plans for the various types of designs of dwellings to be constructed on the Subject Property. Following the approval of any master building blueprints or buildings plans, no further submission or approval of building blueprints or plans will be required for the issuance of a building permit for the construction of any building pursuant to such approved master building blueprint or building plan; provided, however, that applications with plans conforming to the master building blueprints thereon shall be submitted as part of each request for a building permit. The Village will use its best efforts to review and approve the master building blueprints within ten (10) business

days. The Village will use its best efforts to review and issue building permits consistent with the master blueprints within five (5) business days and to review and issue building permits not consistent with the master blueprints within ten (10) business days.

(d) Developer shall submit a building/lot restriction list, a/k/a Lot Matrix, for all of the models submitted for master plan review, which shall be subject to the review and approval of the Village's building department.

(e) The temporary signage requirements set forth in paragraph 10(i) shall apply.

15. Signage.

(a) The Developer shall be permitted to install the following temporary illuminated signage on the Subject Property, but not within 10 feet of any property line or right-of-way line. Under no circumstances shall any sign be located within a right-of-way. Five (5) double-faced signs announcing the Developer's future development of the Subject Property, (i) two of which shall not exceed 72 square feet per face and must be located at or near Illinois Route 72, Runge Road and/or Romke Road; and (ii) the remaining three (3) signs shall not exceed 32 square feet per face. Such signs may be erected immediately after the adoption of ordinances approving the rezoning and preliminary subdivision plat for the Subject Property. The location of the signs shall be subject to the prior approval of Village staff which approval shall not be unreasonably withheld. These signs, or any one of them, may be converted at any time to announce the sale of residences and lots within the Subject Property. Such signs shall be removed at the time that all lots on the Subject Property have been conveyed to individual home buyers. All signage and model homes shall be used only to market Developer's product for the Subject Property and for no other project.

(b) The Developer shall be permitted (but shall not be obligated) to install two illuminated single or double-faced community identification ground signs, not exceeding eight feet in height or 160 square feet per face at each point of access to the Subject Property along all access points on Illinois Route 72, Runge Road and Romke Road. Such signs shall be located on private property in a properly established easement or outlot and may not be located closer than five (5) feet to any right-of-way. The construction plans for such signs shall be subject to the review and approval of the Village Board, which approval shall not be unreasonably withheld. At the time of submission of such construction plans, the Developer shall be required to deliver evidence to the Village that each such sign will be adequately maintained. After Village Board approval of said signs, the Building Department shall issue a permit within ten (10) business days.

(c) To the extent the current or future ordinances and regulations of the Village permit signs in greater number of or greater size than are authorized in this paragraph, the Developer shall be permitted to erect such larger number or size.

(d) Nothing in this paragraph shall limit the Developer's right to install signs on the Subject Property or any portion thereof that are otherwise permitted by Village ordinance.

(e) The Village shall reasonably consider the approval of additional illuminated neighborhood monument identification signage requested at a future date by Developer.

(f) The Developer may display at least three temporary community identification flags on 25 foot high poles per model home on the Subject Property. In addition, at least one American flag may be displayed on a 30 foot high pole in connection with the pre-sale trailer.

16. **Occupancy Certificates.**

(a) The Village agrees to perform a final inspection within two (2) business days of a request for said final inspection. The Village agrees to issue Certificates of Occupancy within ten (10) business days after the application therefor or to issue a Letter of Denial within said period of time informing the Developer specifically as to what corrections are necessary as a condition to the issuance of a Certificate of Occupancy, quoting the section of any code or ordinance relied upon by the Village in its request for correction.

(b) Any resubmittal of an application for a certificate of occupancy after issuance of a Letter of Denial shall be processed by the Village within one (1) business day in the same manner as any other such application, except that no additional application fee shall be required therefor.

(c) Temporary certificates of occupancy for buildings shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, driveways, sidewalks, entrance walk and topsoil respread to be completely finished, provided that such buildings and related structures are in a substantially completed condition and are fit for habitation; and provided further, that the Developer shall deposit with the Village Clerk an amount which in the sole discretion of the Village will be sufficient to secure prompt completion of such related improvements at such time as weather shall permit. Upon completion of said related improvements, the Village shall return the deposit to Developer.

(d) Street signs, traffic control signs and streetlights shall be installed and fully operational throughout a phase or unit of the development on the Subject Property prior to the issuance of any certificate of occupancy in such phase or unit.

17. **Village Codes and Ordinances.** Except as specifically modified in this Agreement, and/or in the attached Preliminary Plan, Preliminary Engineering and Exhibits, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village in effect at the time of Village approval of this Agreement, and in

effect from time to time thereafter; provided, however, that the application of any such ordinance, regulation or code adopted after Village approval of this Agreement shall not:

- (a) result in a reduction in the number of residential building lots herein approved for the Subject Property;
- (b) alter or eliminate any of the ordinance departures set forth herein; or
- (c) result in any subdivided lot or structure constructed within the Subject Property being classified as non-conforming under any ordinance of the Village.

The foregoing to the contrary notwithstanding, in the event the Village is required to modify, amend or enact any ordinance or regulation, and to apply the same to the Subject Property, pursuant to the express and specific mandate of any superior governmental authority, such ordinance or regulation shall apply to the Subject Property and Developer shall comply with same; provided, however, that any so-called grandfather provision contained in such superior governmental mandate which would serve to exempt or delay implementation against the Subject Property shall be given full force and effect.

The Building Code of the Village, as is in effect from time to time, shall apply to the Subject Property, except for the authorized departures set forth in this Agreement, and all construction on the Subject Property shall be in conformance with said Code, except: notwithstanding the foregoing, the Developer shall not be subject to any amendment to the Village's Building Code (including, but not limited to increases in building permit fees) until ninety (90) days following approval by the Village of said amendment.

18. Defense.

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

1. In the event of any such lawsuit naming the Village as a party the Developer may elect to appear and defend the litigation, in which event the Village may also appear and be represented by its own counsel.

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

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

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

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

1. If the Village declines or refuses to join in such settlement, then from and after the time of such declining or refusal, notwithstanding the terms of Section 18(A)(3) above, the Developer shall have no obligation to reimburse the Village for its costs, and reasonable attorney's fees incurred thereafter.

2. The Developer 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.

C. The Developer shall pay all of the Village's reasonable attorneys' fees and expenses incurred in or related to the enforcement of the terms and provisions of this Agreement, including but not limited to the costs and/or fees of its attorneys, consultants, and other professionals

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

19. **Reimbursement of Village Expenses on Consultant Fees.** Developer 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 the applicable provisions of the Village Code. The obligation of Developer 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. The decision of the arbitrator shall be binding.

20. **Term of Agreement.** This Agreement shall remain in full force and effect until the earlier of:

(a) the completion and acceptance of all public improvements and the issuance of the last certificate of final occupancy by the Village for the last building or unit located on the Subject Property, or

(b) twenty (20) years from the Effective Date.

21. **Amendment.** The Village and the Developer, as the case may be, and/or their respective successors and assigns may, by mutual consent, agree in writing to amend the terms and conditions set forth in this Agreement. However, only the written approval of the legal title holder of an interest in the property subject to the amendment (the legal title holder of the property subject to the amendment) shall be required to affect an amendment to this Agreement. No purported oral amendment to the Agreement shall be binding or enforceable.

22. **Notices.**

A. Except as provided in subparagraph B, all notices, requests and demands shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested, or sent via overnight courier as follows:

To the Village: Village of Hampshire
234 S. State St.
P.O. Box 457
Hampshire, IL 60140-0457
Attention: Village Clerk

With a copy to: Mark Schuster
Village Attorney
Schnell, Bazos, Freeman, Kramer, Schuster & Vanek
1250 Larkin Ave., Suite 100
Elgin, IL 60123

To the Developer: HPI Hampshire, L.L.C.
535 Plainfield Road, Suite E
Willowbrook, IL 60527
Attention: Land Development Department

To the Owner: Norman Young
Nadyne H. Young
26 E. 7th Street
Hinsdale, IL 60521

B. All notices, requests and demands in connection with building permit issues set forth in paragraph 14, in connection with signage set forth in paragraph 15 and in connection with occupancy certificates set forth in paragraph 16 shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested or sent via overnight courier, as follows:

If to the Village: International Codes Consultants and Inspections, Inc.
Department of Building Safety, Zoning, Plan Review
and Inspection
4626 Reservation Road, P.O. Box 729
Oswego, IL 60543
Attention: Assistant Code Official

with a copy to: Village of Hampshire
234 S. State St.
P.O. Box 457
Hampshire, IL 60140-0457
Attention: Village Clerk

To the Developer: HPI Hampshire, L.L.C.
535 Plainfield Road, Suite E
Willowbrook, IL 60527
Attention: Land Development Department

Notices shall be deemed received, in the case of hand delivery, when actually delivered; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following the deposit with the courier.

23. **Mutual Assistance.**

(a) The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the Village of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms.

(b) The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether Federal, State or County) financial entitlements or other aid and assistance required or useful for the construction or improvement of the Subject Property and facilities in and on the Subject Property or for the provision of services to residents of the Subject Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

(c) Village shall grant to Developer without charge the necessary easements and/or permits as may be required across Village owned or controlled right-of-way or other property for the construction, installation or repair of customer utility lines and other facilities and services as are required for the development of the Subject Property. Developer agrees to promptly repair and replace any Village property damages or disturbed by reason of Developer's work in connection with the foregoing, in a manner satisfactory to the Village.

(d) In the event that the owner of Hampshire Highlands has not begun construction of the Runge Road Improvements by January 31, 2005, the Village shall use its best efforts to acquire or obtain a dedication of a 40 foot wide strip constituting

one-half (½) of the proposed right-of-way for Runge Road along the west side of the west property line of the Subject Property from the Owner of Hampshire Highlands Subdivision no later than April 1, 2005.

(e) The Village acknowledges that Developer has relied on the Village's commitment to pursue and obtain the necessary FPA change and the necessary IEPA construction and operating permit to permit the entire Development Plan to be served by the Hampshire sanitary sewer system. The Village will use all legal means possible to pursue and obtain the FPA change and the IEPA construction and operating permits for the First Phase expansion.

24. Remedies.

(a) This Agreement may be enforced by any of the Parties or by an appropriate action at law or in equity to secure the performance of the terms of this Agreement herein described. Any such action shall be filed in the Sixteenth (16th) Judicial Circuit, Kane County, Illinois, which court shall be the exclusive venue for any such action. If this Agreement or any provision hereof is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the terms of the remaining provisions contained herein, unless both the Village and Developer mutually deem the provision to be material to this Agreement. The Village and Developer hereby declare that each would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of whether one or more section, subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid or ineffective.

(b) Upon a breach of this Agreement, any of the Parties, by an action or proceeding at law or in equity, may secure the specific performance of the terms of this Agreement herein contained for failure of performance or both, or may obtain rescission and disconnection for material failure of performance. Any such action shall be filed in the Sixteenth (16th) Judicial Circuit, Kane County, Illinois, which court shall be the exclusive venue for any such action. In the event that the Village prevails it may be awarded attorneys fees (but not damages). No action taken by any Party hereto pursuant to the provisions of this paragraph or pursuant to the provisions of any other paragraph of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. However, the Village shall not have the right to withhold any approval, consent, license or permit during the pendency of any lawsuit unless the same is related to the subject matter of the lawsuit.

(c) If any of the Parties shall fail to perform any of its material obligations hereunder, and the Party affected by such default shall have given written notice of such default to the defaulting Party, and such defaulting Party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and

all other remedies that may be available, either in law or equity, the Party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting Party hereby agrees to pay and reimburse the Party affected by such default for all reasonable costs and expenses (including attorneys, fees and litigation expenses) it incurs in connection with action taken to cure such default.

(d) The failure of the Parties to insist upon the strict and prompt performance of the terms, agreements, and conditions herein contained, or any one 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.

(e) If the performance of any terms of this Agreement to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay.

(f) Except in cases of emergency where immediate danger to health or life exists and/or work fails to meet the requirements of or exceeds the scope of the permits issued, the Village shall not issue any stop orders directing work stoppage on buildings or improvements on the Subject Property or any part thereof. The stop order shall set forth in detail the reasons for such stop order and shall cite the provisions of law on which the Village is issuing the stop order. Upon correction of the defect(s) and a request to the Building Inspector for a reinspection, the Village shall reinspect within one (1) business day and if the defect(s) is cured, the Village shall withdraw the stop order. In the event a "Fail Notice/Partial Stop" is issued by the Village Building Inspector, the other trades shall be permitted to continue work. Upon correction of the defects and the request to the Building Inspector for a reinspection, the Village shall reinspect within one (1) business day, and if the defect is cured the Village shall withdraw the Fail Notice/Partial Stop. In the event of multiple developers of the Subject Property, the stop work order shall only be directed to the developer responsible for the violation and to the unit or the development where the violation exists. A stop work order on one unit of the Development shall not be the basis for a stop work order on another unit.

25. **Binding on Successors.** It is understood and agreed by and between the Parties that the Developer does not intend to act as builder on all of the Subject Property, but intends to convey a portion or portions of same to third parties for construction and/or development. It is agreed by and between the Parties hereto that each such builder and/or developer must comply with all of the terms of this Agreement.

This Agreement shall inure to the benefit of and be binding upon the Parties hereto, the successors in title of the Developer, and each of them, their respective successors, grantees, lessees and assigns and upon successor corporate authorities of the Village and successor municipalities.

It is understood and agreed by and between the Parties hereto that this Agreement shall run with the land and shall be assignable provided, however, that Developer shall notify the Village Clerk, in writing, within five (5) business days thereof, of any transfer of an interest in the Subject Property for construction and/or development, of the name or names of the transferees, and the portion or portions of the Subject Property transferred; and further provided, that the assignee shall expressly assume liability for all duties and obligations imposed by this Agreement, and evidence of such assumption shall be provided to the Village Clerk, and the Village shall consent to such assumption, which consent shall not be unreasonably withheld and which shall include the Village's acceptance of replacement security. Individual lot sales are excluded from this notice requirement.

26. **No Liability of Corporate Authorities.** The Parties hereto acknowledge and agree that the individuals who are members of the corporate authorities entering into this Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever for such action.

27. **Counterparts.** This Agreement may be executed in several counterparts, all of which shall be an original and all of which shall constitute but one and the same agreement.

28. **No Liability of Developer.** Developer shall have no obligations or liability hereunder until it purchases the Subject Property.

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[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties herein have signed this Agreement on the date and year first above written.

VILLAGE:

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

By: Sheldon G. Schmitt
Village President

ATTEST:

By: Shirley Vasey
Village Clerk

DEVELOPER:

**HPI HAMPSHIRE, L.L.C., an Illinois limited
liability corporation**

By: Anthony R. Pasquinelli
Name: Anthony R. Pasquinelli
Its: mgr.

OWNER:

Norman Young
Norman Young

Witness:

Karl

Nadyne H. Young
Nadyne H. Young

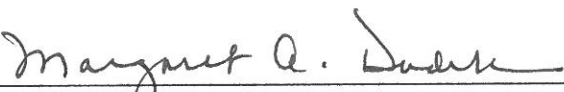
Witness:

Karl

State of Illinois)
) SS
County of DuPage)

I, Margaret A. Dudek, a Notary Public in and for County and State aforesaid, do hereby certify that Anthony R. Pasquinelli, as Manager of HPI-Hampshire, LLC, and Norman Young & Nadyne H. Young, as Owners, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, respectively, appeared before me this day in person and acknowledged that they signed the said instrument as their own free and voluntary act.

Given under my hand and Notary Seal this 11th day of October, 2004.



Notary Public

My Commission Expires June 26, 2007.

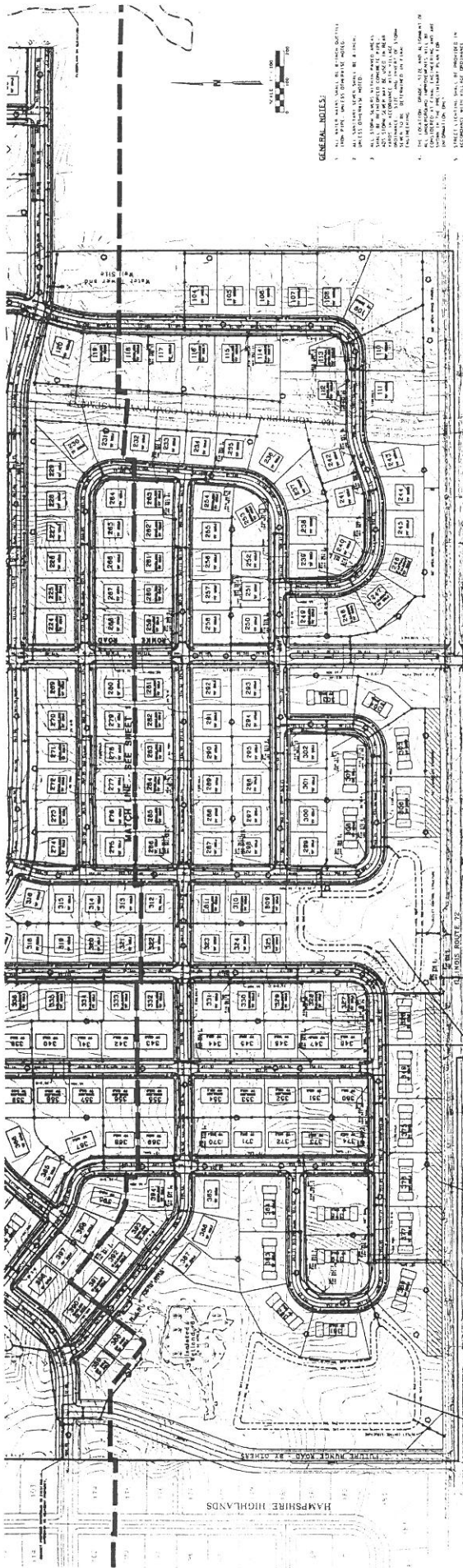


TABLE OF EXHIBITS

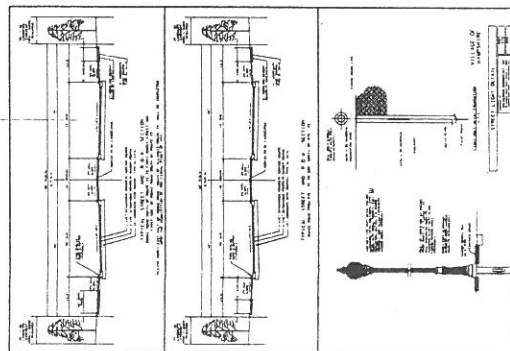
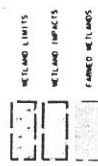
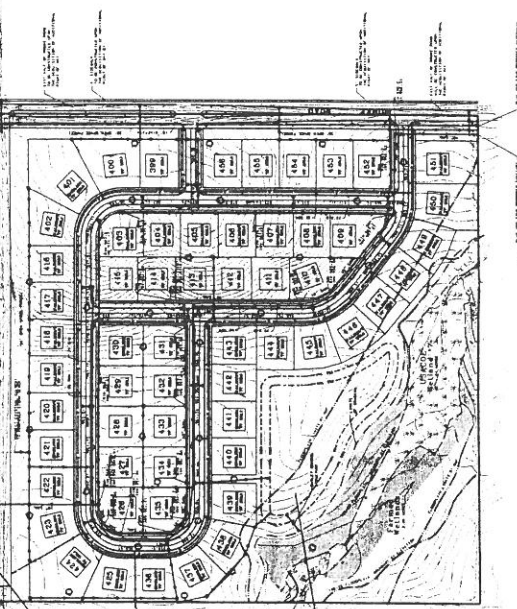
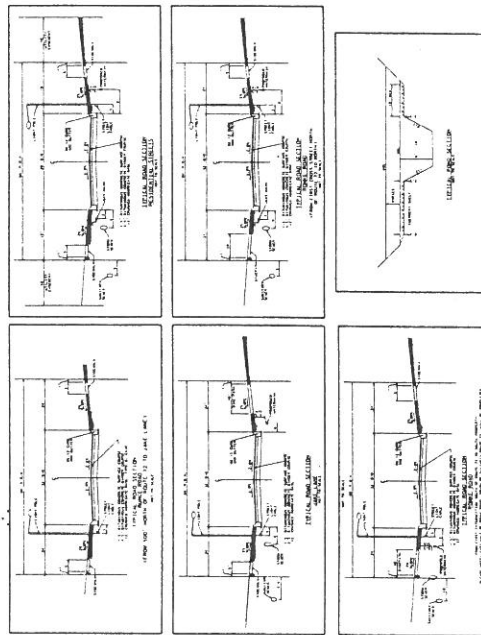
EXHIBIT	EXHIBIT DESCRIPTION	SECTION
A	Legal Description of Subject Property	Recitals
B	Development Plan	3(a), (b), (c), (d), (e), (h) (k); 5(i); 10(k)
C	Preliminary Engineering Plans	3(b)
D	Fee Schedule	3(m)(iii); 8(a), (b)
E	First Sewer Expansion Schedule	4(b), (c), (j)
F	Hampshire Creek Interceptor Schedule	4(b), (j)
G	Public Sewer Utility Service (HCI Route)	4(l)
H	On-Site Water Distribution Improvements	5(c)
I	EEI's Schedule on Funding Design of Upgrades to Water Works System	5(a)
J	Recapturable Improvements	6(a)
K	Landscape Plan (TP1, TP2, T1, T2, T3, L25, L26 and L27)	3(b); 13(c)
L	Park Improvement Plan - Phase One and Phase Two	7(b); 9
M	Specifications for Roads	10(a)
N	Open Space Calculation	
O	Bike Path and Sidewalk Exhibit	
Group P	Streetlight, Street Sign, Mailbox, Traffic Signs and Fence Standards	10(I)

EXHIBIT A

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 23 (Except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company); also, the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 23 (Excepting the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and except that part lying North of said Railroad); also, the Northwest $\frac{1}{4}$ of Section 26; also, the West $\frac{1}{2}$ of Northeast $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26; also, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, all in Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of Hampshire, Kane County, Illinois.



- GENERAL NOTES:**
1. SEE PLANS FOR UNIT SIZES AND FINISHES.
 2. ALL EXISTING UTILITIES SHOWN ON THIS PLAN.
 3. ALL EXISTING UTILITIES SHOWN ON THIS PLAN.
 4. ALL EXISTING UTILITIES SHOWN ON THIS PLAN.
 5. ALL EXISTING UTILITIES SHOWN ON THIS PLAN.
 6. ALL EXISTING UTILITIES SHOWN ON THIS PLAN.
 7. ALL EXISTING UTILITIES SHOWN ON THIS PLAN.
 8. ALL EXISTING UTILITIES SHOWN ON THIS PLAN.
 9. ALL EXISTING UTILITIES SHOWN ON THIS PLAN.
 10. ALL EXISTING UTILITIES SHOWN ON THIS PLAN.



PRELIMINARY ENGINEERING PLAN
TUSCANY WOODS
HAMPSHIRE, ILLINOIS

PROJECT NO. 1108
 DATE 1/2/02
 SHEET 2 OF 2
 DRAWING NO. 1108-02

CLIENT: **CHRISTOPHER B. BURKE ENGINEERING WEST, LTD.**
 116 West Main Street, Suite 201
 St. Charles, Illinois 60114
 TEL: 630-443-1755

DESIGNED BY: **HPI HAMPSHIRE, LLC.**
 535 PLAINFIELD ROAD, SUITE E
 WILLOWBROOK, ILLINOIS 60527
 TEL: 630-425-5575 FAX: 630-425-5555

NO.	DATE	DESCRIPTION
1	1/2/02	PRELIMINARY ENGINEERING PLAN
2	1/2/02	REVISIONS
3	1/2/02	REVISIONS
4	1/2/02	REVISIONS
5	1/2/02	REVISIONS
6	1/2/02	REVISIONS
7	1/2/02	REVISIONS
8	1/2/02	REVISIONS
9	1/2/02	REVISIONS
10	1/2/02	REVISIONS

Tuscany Woods Hampshire, Illinois

August 23, 2004

PRODUCT	Blend	#Unit	Public		Park		School		Water		Sanitary	
			Contrib/d	Amount	Contrib/d	Amount	Contrib/d	Amount	Contrib/d	Amount	Contrib/d	Amount
Single Family - 3 BR	45%	166	\$ 2,583	\$ 428,778	\$ 1,000	\$ 166,000	\$ 2,459	\$ 408,194	\$ 2,030	\$ 336,980	\$ 2,625	\$ 435,750
Single Family - 4 BR	55%	203	\$ 3,184	\$ 646,352	\$ 1,000	\$ 203,000	\$ 4,196	\$ 851,788	\$ 2,030	\$ 412,090	\$ 2,625	\$ 532,875
Townhome - 2 BR	80%	118	\$ 2,059	\$ 242,962	-	\$ -	\$ 578	\$ 68,204	\$ 2,030	\$ 239,540	\$ 2,625	\$ 309,750
Townhome - 3 BR	20%	30	\$ 2,469	\$ 74,070	-	\$ -	\$ 1,087	\$ 32,610	\$ 2,030	\$ 60,900	\$ 2,625	\$ 78,750
Duplex - 2 BR	80%	99	\$ 2,059	\$ 203,841	\$ 1,000	\$ 99,000	\$ 578	\$ 57,222	\$ 2,030	\$ 200,970	\$ 2,625	\$ 259,875
Duplex - 3 BR	20%	25	\$ 2,469	\$ 61,725	\$ 1,000	\$ 25,000	\$ 1,087	\$ 27,175	\$ 2,030	\$ 50,750	\$ 2,625	\$ 65,625
TOTAL LAND / CASH VALUE FEES				\$ 1,657,728		\$ 493,000		\$ 1,445,193		\$ 1,301,230		\$ 1,682,625
LESS LAND CONTRIBUTION IN ACRES			2 acres	\$ 160,000	28.4 acres*	\$ 2,272,000		\$ -		\$ -		\$ -
TOTAL CASH CONTRIBUTION				\$ 1,497,728		\$ 493,000		\$ 1,445,193		\$ 1,301,230		\$ 1,682,625
TOTAL NET CONTRIBUTION				\$ 1,657,728		\$ 2,765,000		\$ 1,445,193		\$ 1,301,230		\$ 1,682,625

*Ordinance requires 20.72 acres in development donations; developer has agreed to donate 28.4 acres as shown on the site plan in addition to \$493,000 in development fees.

Public Safety Siren System Fee = \$75.00 per acre x 409.8 acres = \$30,735

Single Family 369 lots
Townhomes 148 dwelling units
Duplex 124 dwelling units
641 dwelling units

Tuscany Woods Hampshire, Illinois

August 23, 2004

PRODUCT	Blend	#Unit	Fire		Library		Road		Total	
			Contrib/du	Amount	Contrib/du	Amount	Contrib/du	Amount	Contrib/du	Amount
Single Family - 3 BR	45%	166	\$ 300	\$ 49,800	\$ 150	\$ 24,900	\$ 1,636	\$ 271,576	\$ 12,783	\$ 2,121,978
Single Family - 4 BR	55%	203	\$ 300	\$ 60,900	\$ 150	\$ 30,450	\$ 1,636	\$ 332,108	\$ 15,121	\$ 3,069,563
Townhome - 2 BR	80%	118	\$ 300	\$ 35,400	\$ 150	\$ 17,700	\$ 1,636	\$ 193,048	\$ 9,378	\$ 1,106,604
Townhome - 3 BR	20%	30	\$ 300	\$ 9,000	\$ 150	\$ 4,500	\$ 1,636	\$ 49,080	\$ 10,297	\$ 308,910
Duplex - 2 BR	80%	99	\$ 300	\$ 29,700	\$ 150	\$ 14,850	\$ 1,636	\$ 161,964	\$ 10,378	\$ 1,027,422
Duplex - 3 BR	20%	25	\$ 300	\$ 7,500	\$ 150	\$ 3,750	\$ 1,636	\$ 40,900	\$ 11,297	\$ 282,425
TOTAL LAND / CASH VALUE FEES				\$ 192,300		\$ 96,150		\$ 1,048,676		\$ 7,916,902
LESS LAND CONTRIBUTION in ACRES				\$ -		\$ -		\$ -		\$ 2,432,000
TOTAL CASH CONTRIBUTION				\$ 192,300		\$ 96,150		\$ 1,048,676		\$ 7,756,902
TOTAL NET CONTRIBUTION				\$ 192,300		\$ 96,150		\$ 1,048,676		\$ 10,188,902

Single Family	369 lots
Townhomes	148 dwelling units
Duplex	124 dwelling units
	<hr/> 641 dwelling units

Tuscany Woods Hampshire, Illinois

August 9, 2004

	# Units	Connection Fees							
		Water		Sanitary Sewer				TOTAL	
		Per Unit	Amount	Per Unit	Amount	Amount			
Product									
Single Family - 3 BR	166	\$	2,200	\$	365,200	\$	2,400	\$	398,400
Single Family - 4 BR	203	\$	2,400	\$	487,200	\$	2,800	\$	568,400
TH/Duplex - 2 BR	217	\$	1,400	\$	303,800	\$	1,600	\$	347,200
TH/Duplex - 3 BR	55	\$	2,200	\$	121,000	\$	2,400	\$	132,000
	641				\$ 1,277,200				\$ 1,446,000
									\$ 2,723,200

Village of Hampshire, Kane Co., IL

[illegible]

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Engineering Enterprises, Inc.

NOTES

- While a Public Hearing on the 1.50 MGD NPDES Permit is not mandatory, it is likely. This may drastically delay the NPDES Permit approval and the construction process.
- The IEPA will not issue a construct only or a construct and operate permit until the NPDES permit process is complete.
- The IEPA has commented they typically will not review the NPDES permit application until NIPC has reviewed the Facilities Plan and FPA amendment.
- It is estimated that the major unit processes for the 1.5 MGD expansion (Project A-2) will be on-line by October 1, 2006.

LEGEND

Report Work
Stream Assessment Work
Applications (Permit, Sign-Offs, Etc.)
Public Hearing/Comment
Design
Agency Review
Bidding and Contracting
Construction

EXHIBIT F: PRELIMINARY SCHEDULE - HAMPSHIRE CREEK INTERCEPTOR SEWER

Village of Hampshire, Kane Co., IL

August 11, 2004

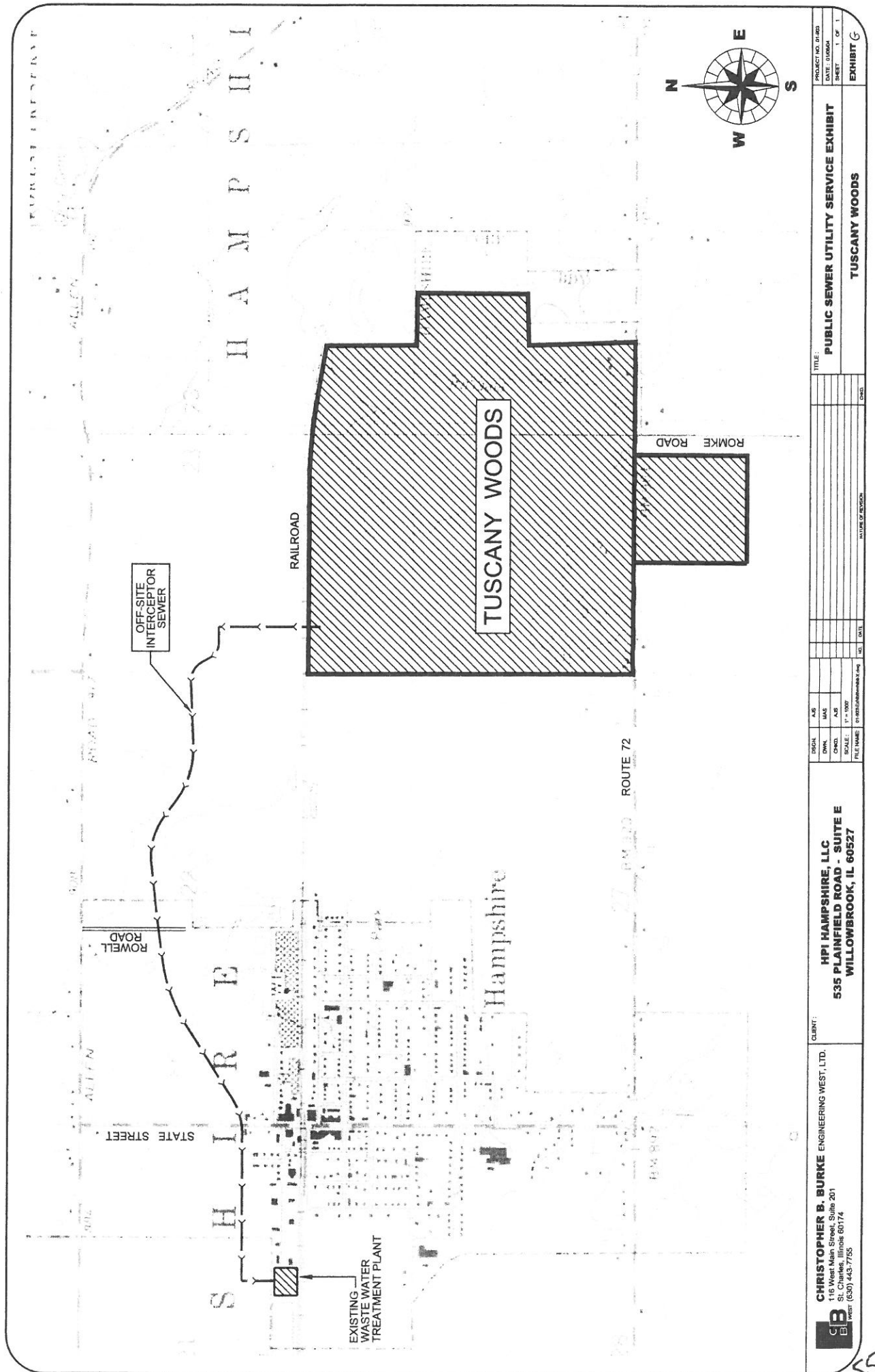
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A	HAMPSHIRE CREEK	Design																																					
	INTERCEPTOR SEWER	EPA Review																																					
		Other Agency Review																																					
		Easement Acquisition																																					
		Bidding and Contracting																																					
		Construction																																					

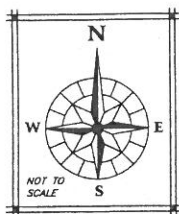
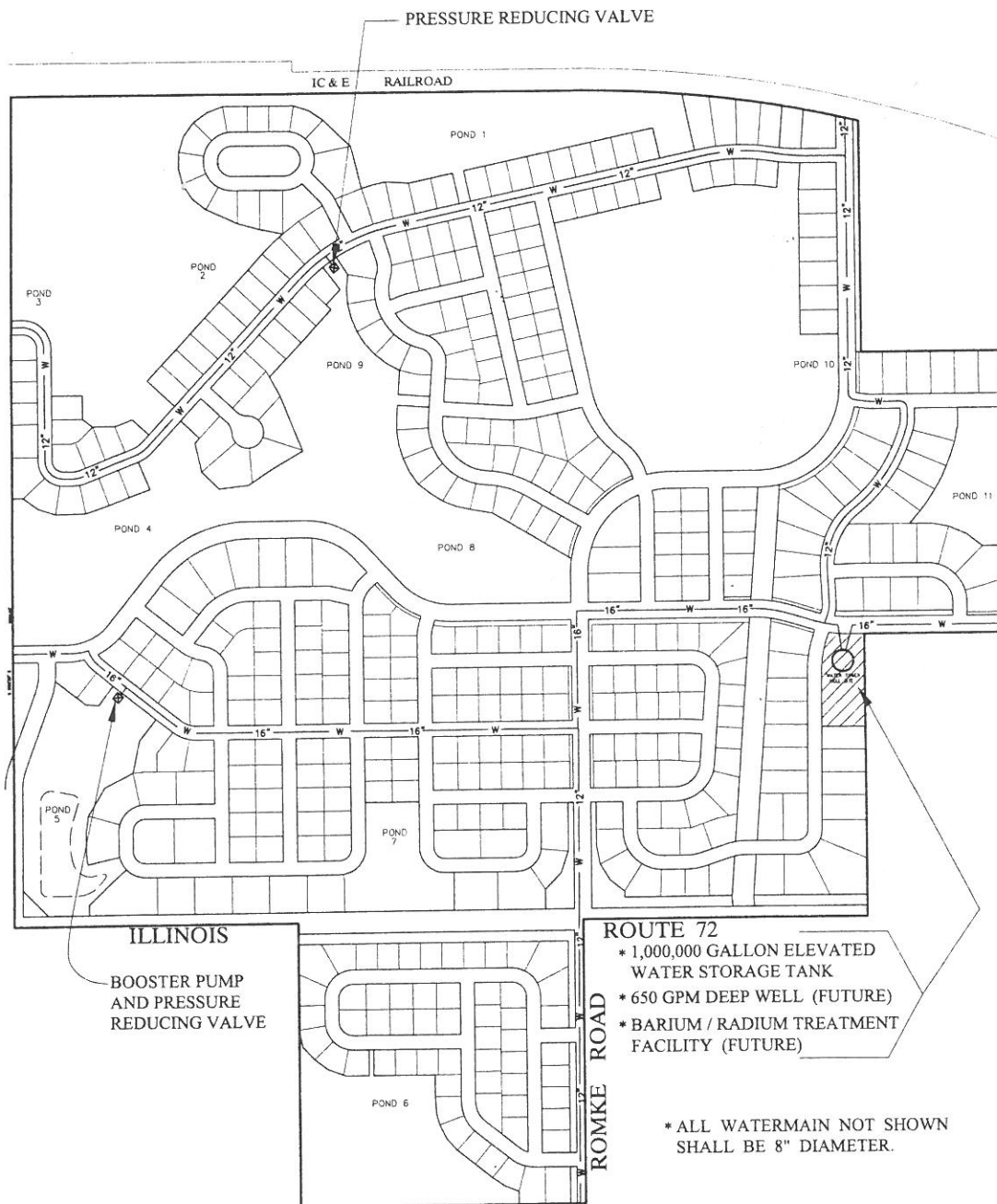
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LEGEND

	Design
	EPA Review
	Other Agency Review
	Easement Acquisition
	Bidding and Contracting
	Construction

Engineering Enterprises, Inc.





ON-SITE WATER DISTRIBUTION IMPROVEMENTS
TUSCANY WOODS · EXHIBIT H
 VILLAGE OF HAMPSHIRE

DATE: 11-14-11	BY: J. H. HARRIS, P.E.	FOR: VILLAGE OF HAMPSHIRE	PROJECT: TUSCANY WOODS WATER MAINS IMPROVEMENTS
1111 PLAINFIELD ROAD, SUITE E	WILMINGTON, DE 19807	TEL: 302-437-1111 FAX: 302-437-1112	WWW.HARRIS-ENGINEERING.COM
1111 PLAINFIELD ROAD, SUITE E	WILMINGTON, DE 19807	TEL: 302-437-1111 FAX: 302-437-1112	WWW.HARRIS-ENGINEERING.COM

EXHIBIT I: PRELIMINARY SCHEDULE - WATERWORKS SYSTEM IMPROVEMENTS

Village of Hampshire, Kane Co., IL

August 11, 2004

Proj. No.	Project	Work Items	2004												2005												2006												
			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	
A	Elevated Water Storage Tank	Design (Plans and Specs)																																					
		IEPA Plan Review																																					
		Bidding and Contracting																																					
		Construction																																					
B	Booster Pumping / PRV Station and SCADA Integration	Design (Plans and Specs)																																					
		IEPA Plan Review																																					
		Bidding and Contracting																																					
		Construction																																					
		SCADA																																					

C:\DOCUME~1\Borg LOCALS~1\Temp\2004\2004 Management Schedule - Vista.mjschedule

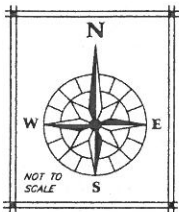
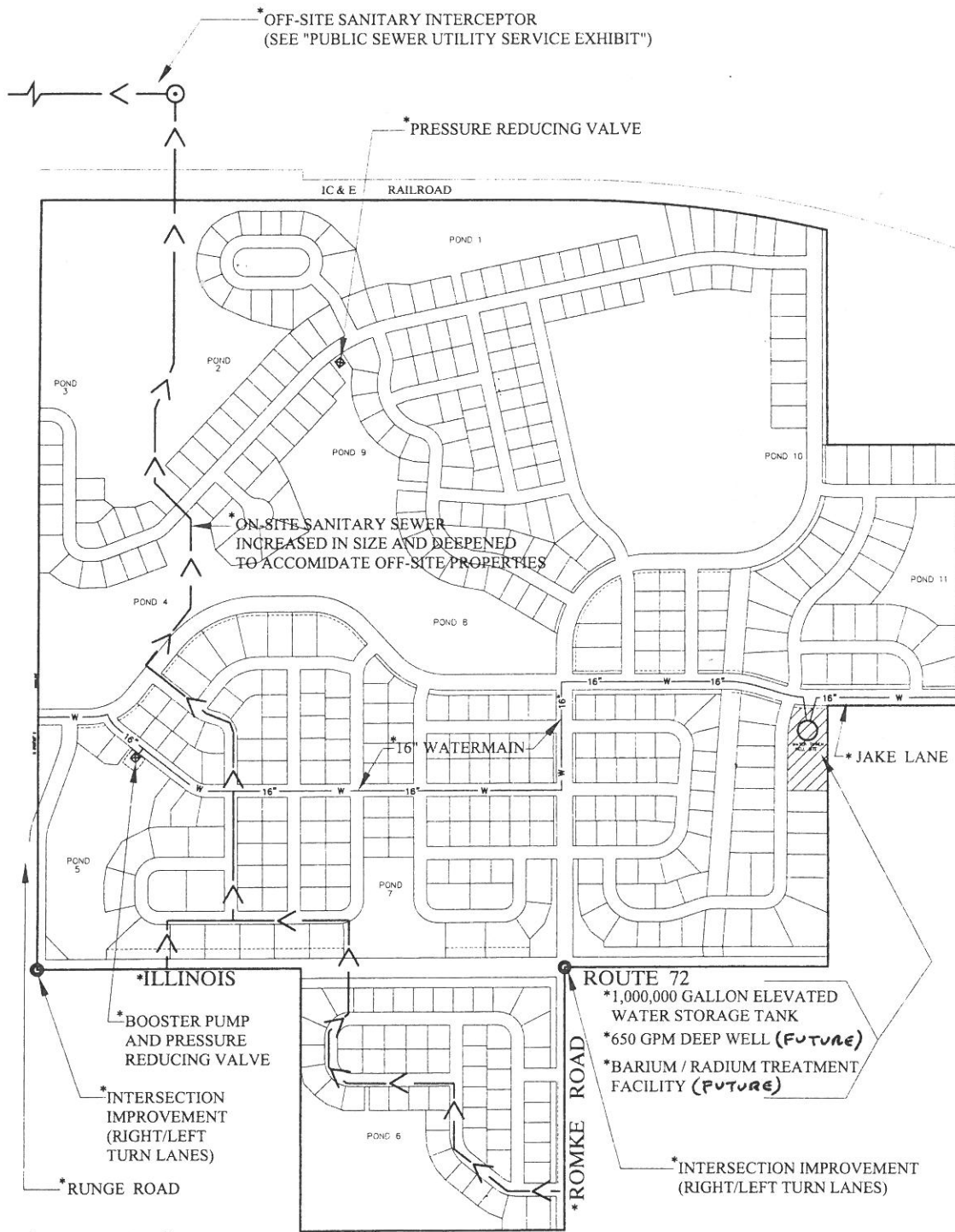
LEGEND



Design
Agency Review
Bidding and Contracting
Construction
SCADA

SEA

Engineering Enterprises, Inc.



* INDICATES ITEMS SUBJECT TO RECAPTURE

TUSCANY WOODS - RECAPTURABLE IMPROVEMENTS - EXHIBIT J

VILLAGE OF HAMPSHIRE

DESIGNED BY: H.P. HANSEN, INC. 1000 FARM ROAD, SUITE 100, WESTPORT, MA 01886
 ENGINEER: TOWN OF HAMPSHIRE, 1000 FARM ROAD, SUITE 100, WESTPORT, MA 01886
 DATE: 01/15/01

DATE	06/04
BY	06/04
DATE	06/04
BY	06/04
DATE	06/04
BY	06/04
DATE	06/04
BY	06/04

LANDWORKS LTD.
Landscape Architects and Contractors
761 N. Bolingbrook Dr. Suite 17
Bolingbrook, Illinois 60440
Phone 630.679.1388
Fax 630.679.1388

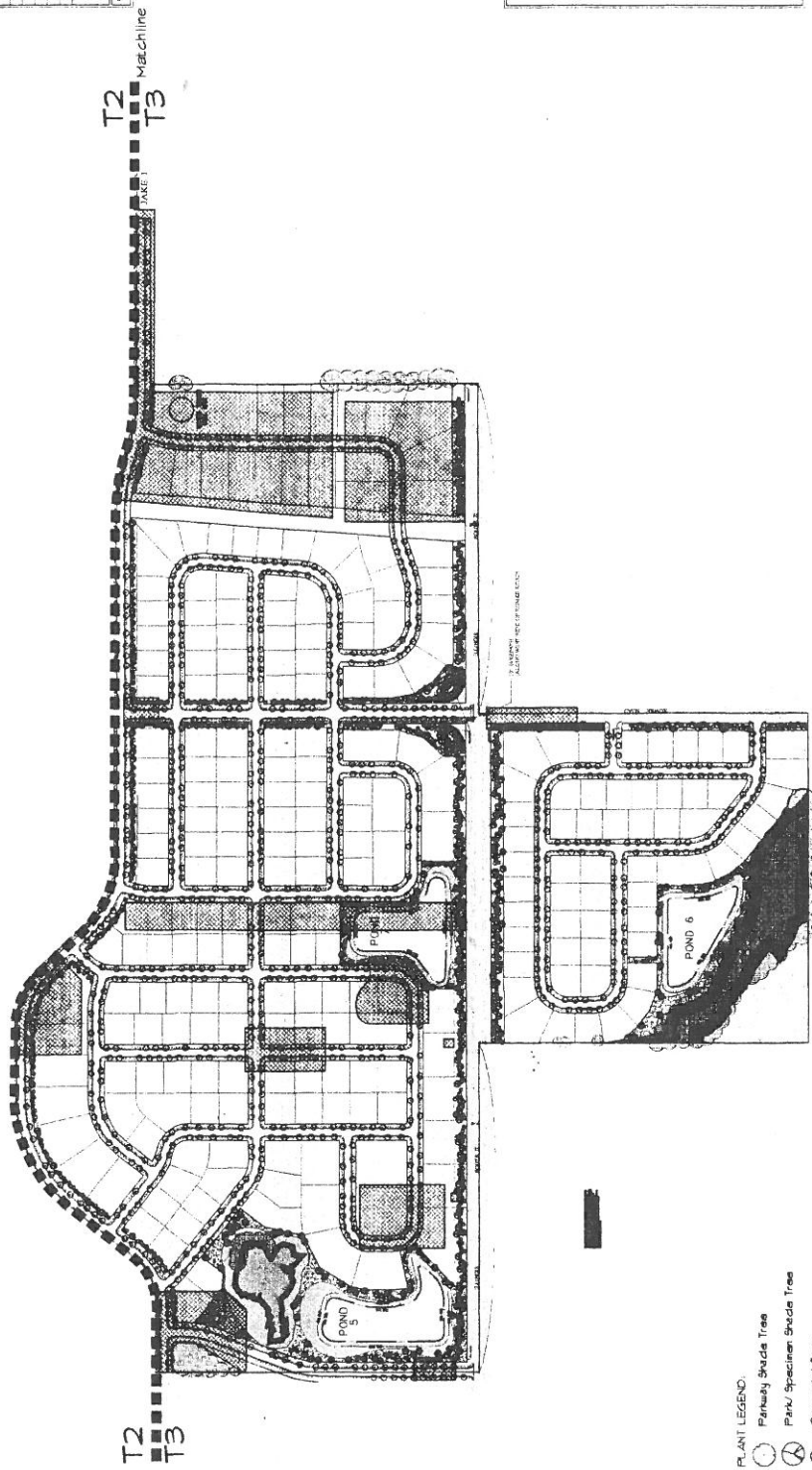
Tuscany Woods
H.P.L. HAMPSHIRE LLC
Hampshire, Illinois

PRELIMINARY
OVERALL
PLAN
SOUTH

NO.	001
DATE	06/04
BY	06/04
DATE	06/04
BY	06/04
DATE	06/04
BY	06/04
DATE	06/04
BY	06/04

T3

EXHIBIT K



- PLANT LEGEND:
- Parkway Shade Tree
 - Park / Specimen Shade Tree
 - Ornamental Tree
 - Evergreen Tree
 - Basin Slope Seed Mix
 - Scottish Lark Fescue Seed with Wildflower
 - Conventional Seed Lark
 - Wetland / Waters of the US
 - Wetland Buffer
- NOTE:
Plantings indicated 4' or greater to be identified with species
common to the area.

Plant	Code	Quantity	Notes
Parkway Shade Tree	1	1	1
Park / Specimen Shade Tree	2	2	2
Ornamental Tree	3	3	3
Evergreen Tree	4	4	4
Basin Slope Seed Mix	5	5	5
Scottish Lark Fescue Seed with Wildflower	6	6	6
Conventional Seed Lark	7	7	7
Wetland / Waters of the US	8	8	8
Wetland Buffer	9	9	9

EXHIBIT K

TP2

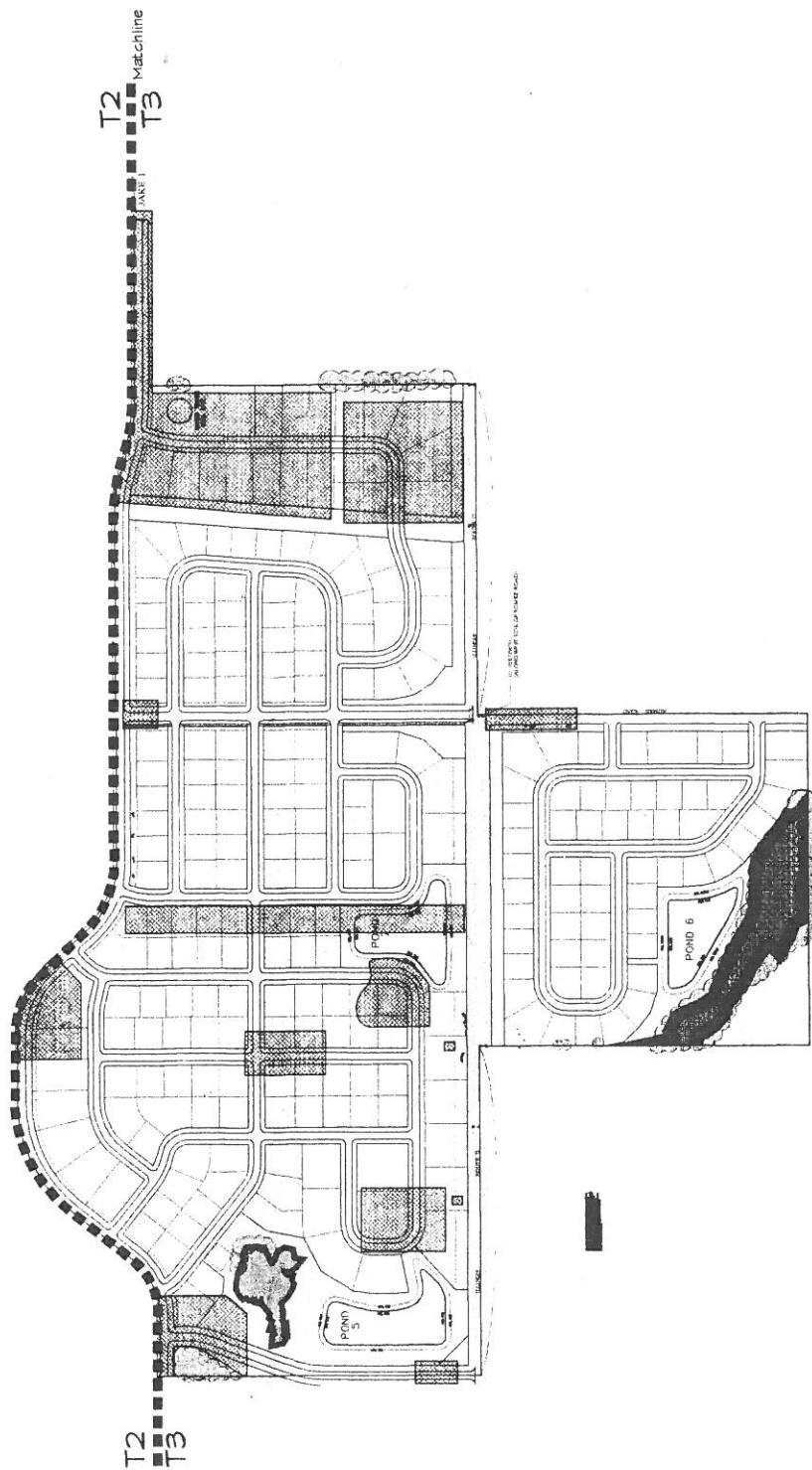
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TIME	14:00
BY	02/24/04
NO. OF	1 - 200-0
STATION	A30902

PRELIMINARY
TREE
PRESERVATION
PLAN - SOUTH

Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

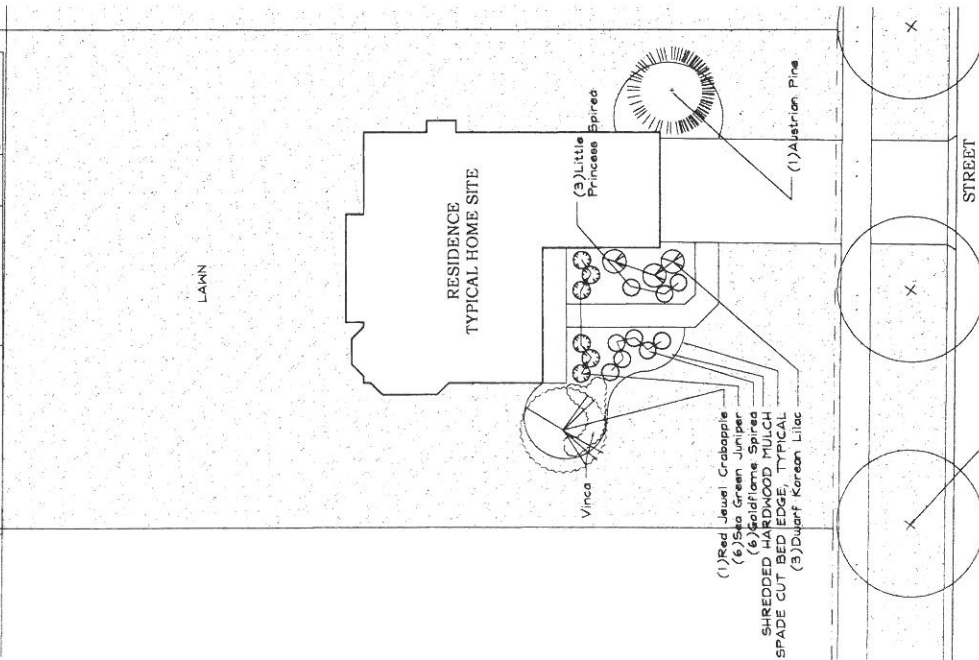
LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Bolingbrook Dr. Bldg. 17
Bolingbrook, Illinois 60440
Phone 630 759 8200
Fax 630 679 1355

DATE	TIME	LOCATION	REMARKS
1/14/04	14:00	100	
2/27/04	14:00	100	
03/24/04	14:00	100	
05/28/04	14:00	100	
6/11/04	14:00	100	
7/27/04	14:00	100	



SINGLE FAMILY PLANT LIST

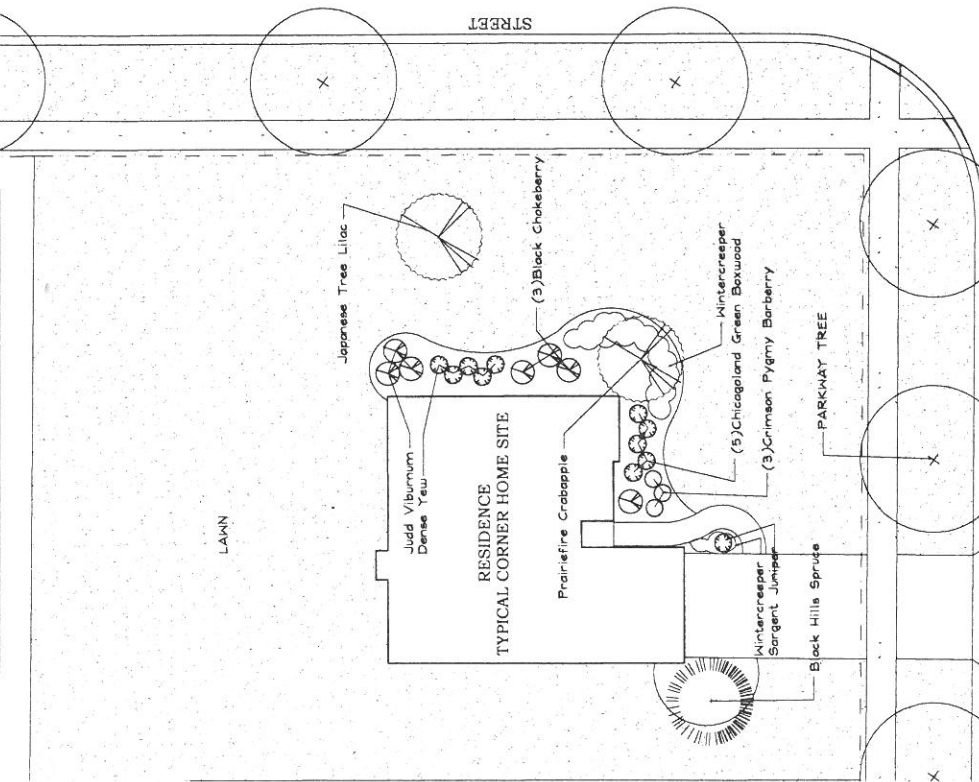
Ornamental Trees				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Quercus x Red Jewel</i>	Red Jewel Crabapple	1	6"	6" Clump Fern
Evergreen Trees				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Pinus nigra</i>	Austrian Pine	1	5"	5"
Shrubs				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Spiraea x Burdickii</i>	Burdickii Spiraea	6	18"	18"
<i>Spiraea x Burdickii</i>	Burdickii Spiraea	6	18"	18"
<i>Spiraea x Burdickii</i>	Burdickii Spiraea	6	18"	18"
Evergreen Shrubs				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Juniperus x Blue Gem</i>	Blue Gem Juniper	6	18"	18"
Groundcover				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Vincetoxicum</i>	Vincetoxicum	36	5"	5"



① TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN
Scale: 1"=10'

CORNER SINGLE FAMILY PLANT LIST

Ornamental Trees				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Quercus x Red Jewel</i>	Red Jewel Crabapple	1	6"	6" Clump Fern
Evergreen Trees				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Pinus nigra</i>	Austrian Pine	1	5"	5"
Shrubs				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Spiraea x Burdickii</i>	Burdickii Spiraea	6	18"	18"
<i>Spiraea x Burdickii</i>	Burdickii Spiraea	6	18"	18"
<i>Spiraea x Burdickii</i>	Burdickii Spiraea	6	18"	18"
Evergreen Shrubs				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Juniperus x Blue Gem</i>	Blue Gem Juniper	6	18"	18"
Groundcover				
Scientific Name	Common Name	Quantity	Planting Size	Planting Size
<i>Vincetoxicum</i>	Vincetoxicum	36	5"	5"



② TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN
Scale: 1"=10'

Revisions	By	Date
1	MM	07/11/04
2	MM	08/23/04

LANDWORKS LTD.
Landscape Architects and Contractors
751 N. Hollingbrook Dr. Bldg. 17
P.O. Box 630 679 8200
Bellingham, British Columbia V7P 1A8

Tuscany Woods
H.P.I. Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

TYPICAL
FOUNDATION
PLANTING PLAN
SINGLE FAMILY

Revisions	By	Date
1	MM	07/11/04
2	MM	08/23/04

L28

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Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

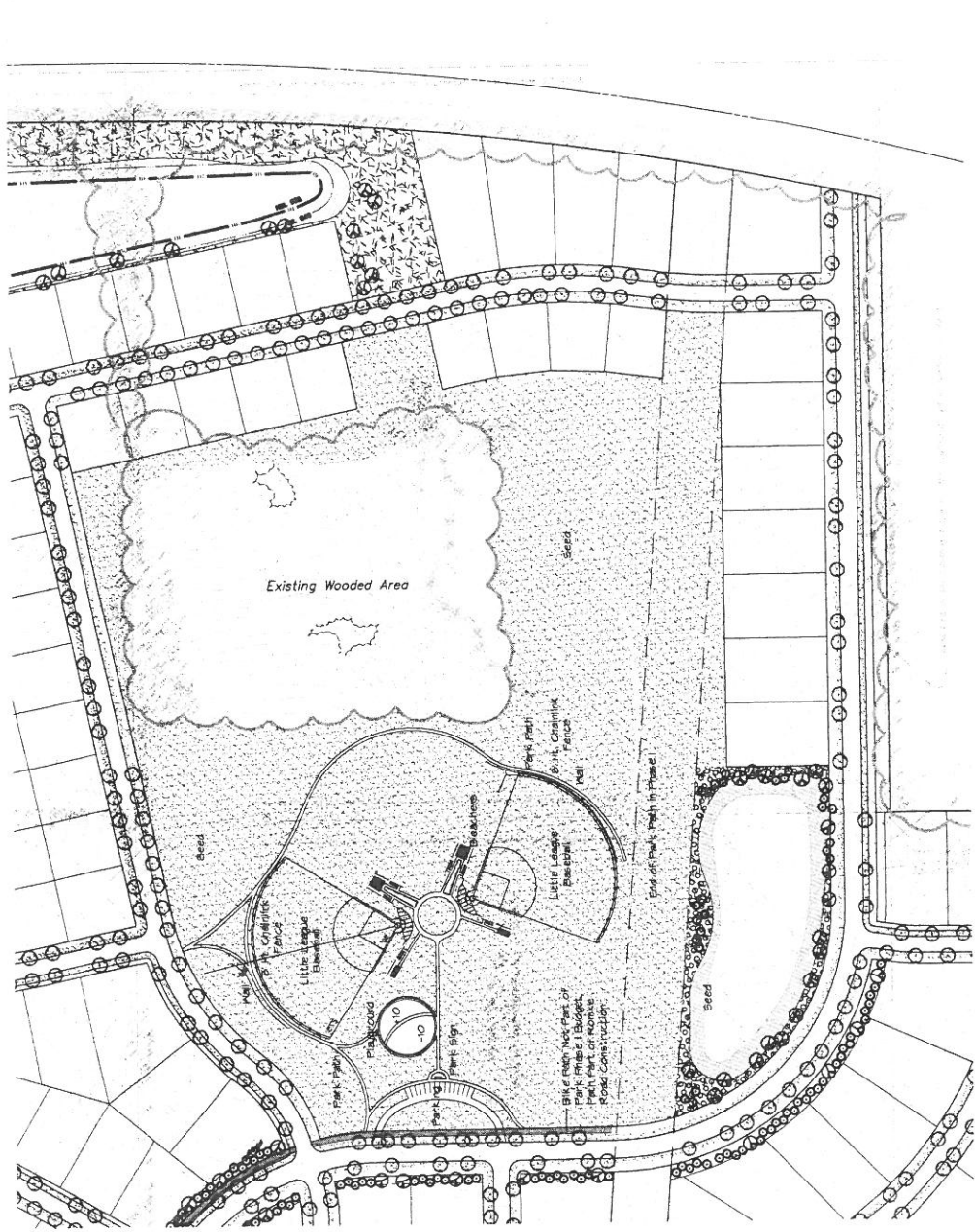
PRELIMINARY
PUBLIC PARK
PHASE ONE
EXHIBIT L

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7A

- PLANT LEGEND:
- Parkway Shade Tree
 - Park/ Specimen Shade Tree
 - Ornamental Tree
 - Evergreen Tree
 - Basin Slope Seed Mix
 - Scottish Link Fescue Seed with Wildflowers Seed
 - Conventional Seed Lawn
 - Wetland / Waters of The U.S.
 - Wetland Buffer

NOTE:
All areas beyond 41' or greater to be stabilized with erosion control blanket.
This design subject to approval of grading yet not designed.
Phase One to be funded by Developer. H.P.I. Hampshire LLC



PROPOSED PARK PLAN
1" = 100'

Preliminary Opinion of Probable Cost - Schematic Design
Tuscany Woods Park
Hampshire, Illinois
August 6, 2004
Per plans prepared by Landworks Ltd. Dated 08/06/04

Description	Phase	Qty.	Unit	Unit Cost	Extension
Demolition	1				
Tree pruning and clearing	1	1	Allow	NA	
Asphalt sawcutting	1	100	LF	NA	
Fenceline Removal	1	1	Allow	2,000.00	2,000.00
Subtotal, demolition					2,000.00
Earthwork					
Mass Grade, provide placement of topsoil by others as part of Subdivision overall mass Earthwork	2	-	-	-	
Subtotal, utilities					0.00
Utilities					
Electrical supply and connection	2	1	Allow	7,500.00	7,500.00
Electrical loop (trenching, conduit, etc.)	2	1,500	LF	25.00	37,500.00
Water connection and supply	2	1	Allow	7,500.00	7,500.00
Water fountain and foundation	2	1	Allow	2,500.00	2,500.00
Sewer service and tap	2	1	Allow	5,000.00	5,000.00
Playground lighting	2	10	Each	6,500.00	65,000.00
Outdoor electrical receptacles	2	10	Each	500.00	5,000.00
Subtotal, utilities					130,000.00
Structure and Paving					
Strip topsoil, stockpile, grading and respread to be completed as a part of overall development mass earthwork	2	1	Allow	200,000.00	200,000.00
Restroom/ Concession Stand facility	1	1,558	SY	19.00	29,602.00
Asphalt park paths (5' width)	2	1,298	SY	19.00	24,662.00
Asphalt parking lot (south)	1	900	SY	19.00	17,100.00
Asphalt paving Concession area	1	450	SY	19.00	8,550.00
Concrete curbs	1	125	LF	20.00	2,500.00
Concrete curbs	2	166	LF	20.00	3,320.00
Subtotal, paving					285,734.00
Tennis Courts					
Surface	2	1,250	SY	25.00	31,250.00
Gravel base and grading	2	10,000	SF	1.00	10,000.00
Chainlink Fencing	2	600	LF	40.00	24,000.00
Subtotal, Tennis Courts					65,250.00
Ball Fields					
Baseball Standards	1	2	EA	20,000.00	40,000.00
Chainlink Fence (8' Height)	1	775	LF	40.00	31,000.00
Baseball Standards	2	1	EA	25,000.00	25,000.00
Chainlink Fence (8' Height)	2	395	LF	40.00	15,800.00
Subtotal, Ball Fields					111,800.00

Preliminary Opinion of Probable Cost - Schematic Design
Tuscany Woods Park
Hampshire, Illinois
August 6, 2004
Per plans prepared by Landworks Ltd. Dated 08/06/04

Description	Phase	Qty.	Unit	Unit Cost	Extension
Hardscape					
New retaining wall for baseball fields 4' (Allow)	1	419	LF	90.00	37,710.00
New retaining wall for tennis fields 3.75' (Allow)	2	200	LF	90.00	18,000.00
Council ring new dry laid	2	1	Allow	20,000.00	20,000.00
Miscellaneous stone setting at entrances	2	1	Allow	25,000.00	25,000.00
Handrails and culvert crossing along path (north)	2	1	Allow	10,000.00	10,000.00
Subtotal, stone work					110,710.00
Landscape					
Shade trees					
Shade tree, 2 1/2 inch caliper	2	15	Each	375.00	5,625.00
Shade tree, 2 1/2 inch caliper	1	25	Each	375.00	9,375.00
		40			
Ornamental trees					
Clump form, 6 foot height	1	25	Each	225.00	5,625.00
Clump form, 6 foot height	2	67	Each	225.00	15,075.00
		92			
Shrubs					
Shrubs, 24 inch height	1	200	Each	40.00	8,000.00
Shrubs, 24 inch height	2	550	Each	35.00	19,250.00
		750			
Perennials and groundcovers	2				
Sun tolerant species, 1 gallon container		1,400	Each	11.00	15,400.00
		1,400			
Other planting					
Herbicide treatment and mowing (Allow)	1	4	ACRE	2,000.00	8,000.00
Wetland buffer mix	1	2	ACRE	7,000.00	14,000.00
Annual flower mix	1	2	ACRE	1,200.00	2,400.00
Conventional lawn mix and hydro-mulch	1	13	ACRE	5,000.00	65,000.00
Subtotal, landscape					167,750.00
Playground site furnishings and signage					
10 years and up playground	1	1	Each	39,000.00	39,000.00
Pre-school playground	1	1	Each	28,000.00	28,000.00
Swings	1	1	Each	20,000.00	20,000.00
Fibar surfacing for all play areas	1	300	CY	40.00	12,000.00
Trash receptacles	1	8	Each	1,000.00	8,000.00
Benches	1	8	Each	1,500.00	12,000.00
Handicap parking signage	1	2	Each	150.00	300.00
Bike rack	1	3	Each	1,000.00	3,000.00
Subtotal, site furnishings and signage					122,300.00
Fencing					
Ornamental Fence at Playground	1	350	LF	50.00	17,500.00
Subtotal, fencing					17,500.00
Trellis Structure at Playground					
Cedar posts, beams and stringers	2	1	Allow	25,000.00	25,000.00
Foundations	2	25	Each	500.00	12,500.00

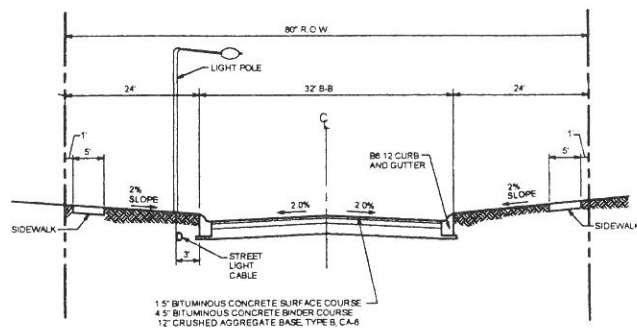
Preliminary Opinion of Probable Cost - Schematic Design
Tuscany Woods Park
Hampshire, Illinois
August 6, 2004
Per plans prepared by Landworks Ltd. Dated 08/06/04

Description	Phase	Qty.	Unit	Unit Cost	Extension
Carpentry	2	1	Allow	35,000.00	35,000.00
Stainless steel fasteners, miscellaneous metal	2	1	Allow	2,000.00	2,000.00
Subtotal, Trellis					74,500.00
Entry gates					
Masonry columns and Stone signs (south)	2	1	Allow	25,000.00	25,000.00
Masonry columns and Stone signs (north)	2	1	Allow	25,000.00	25,000.00
Light fixtures for entries	2	4	Each	550.00	2,200.00
Subtotal, Entry gates					52,200.00
Subtotal of Phase I Park Development (highlighted items)					420,662.00
Construction contingency (10% of subtotal)					42,066.20
Design Fee (5% of construction budget)					21,033.10
TOTAL - Base park and design/ construction PHASE ONE					483,761.30
Subtotal Phase II					737,600.00
Construction contingency (10% of subtotal)					73,760.00
Design (5% of subtotal)					40,509.00
TOTAL - Park and design/ construction PHASE TWO					851,869.00
TOTAL Phase I and II					1,335,630.30

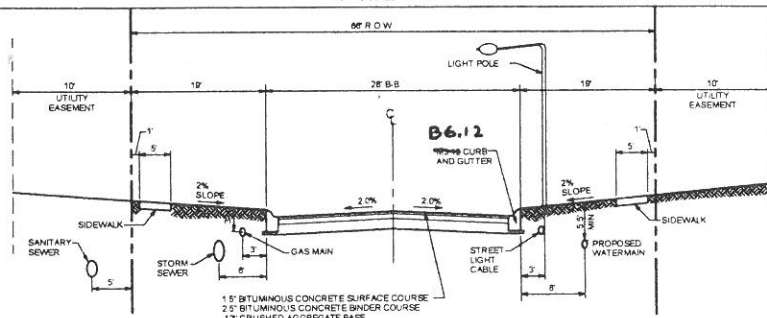
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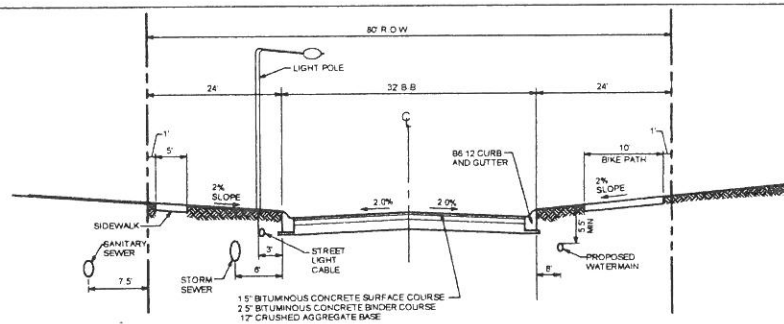
TYPICAL ROAD CROSS-SECTIONS		TITLE	
TUSCANY WOODS		PROJECT, MAP, & VIEW	
EXHIBIT M		DATE: 02/1/04	
		SHEET 1 OF 2	



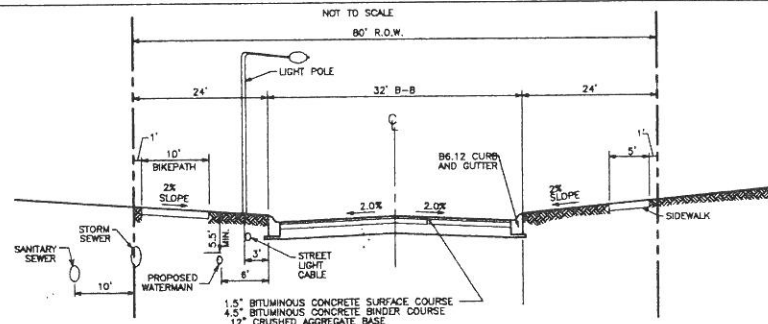
TYPICAL ROAD SECTION
RUNGE ROAD
(FROM 500' NORTH OF ROUTE 72 TO
JAKE LANE)
NOT TO SCALE



TYPICAL ROAD SECTION
RESIDENTIAL STREETS
NOT TO SCALE

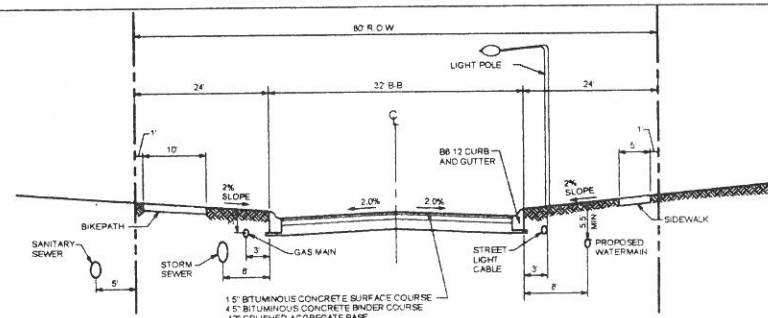


TYPICAL ROAD SECTION
JAKE LANE
NOT TO SCALE



TYPICAL ROAD SECTION
ROMKE ROAD

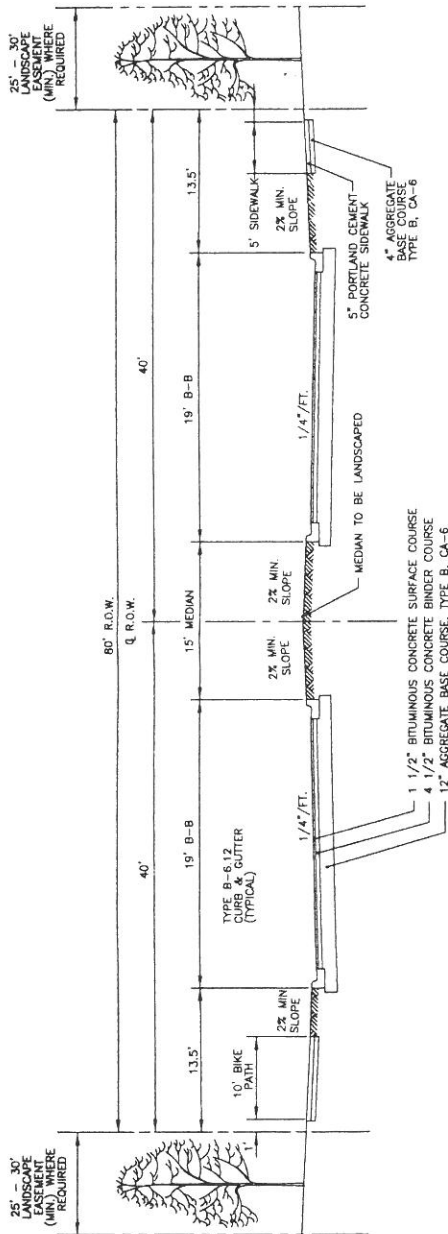
FROM FIRST INTERSECTION SOUTH OF ROUTE 72 TO SOUTH PROPERTY
PLEASE NOTE: EAST HALF OF ROWKE ROAD, SOUTH OF ILLINOIS ROUTE 72, WILL BE COMPLETED
UPON THE ACQUISITION OF ADDITIONAL RIGHT OF WAY



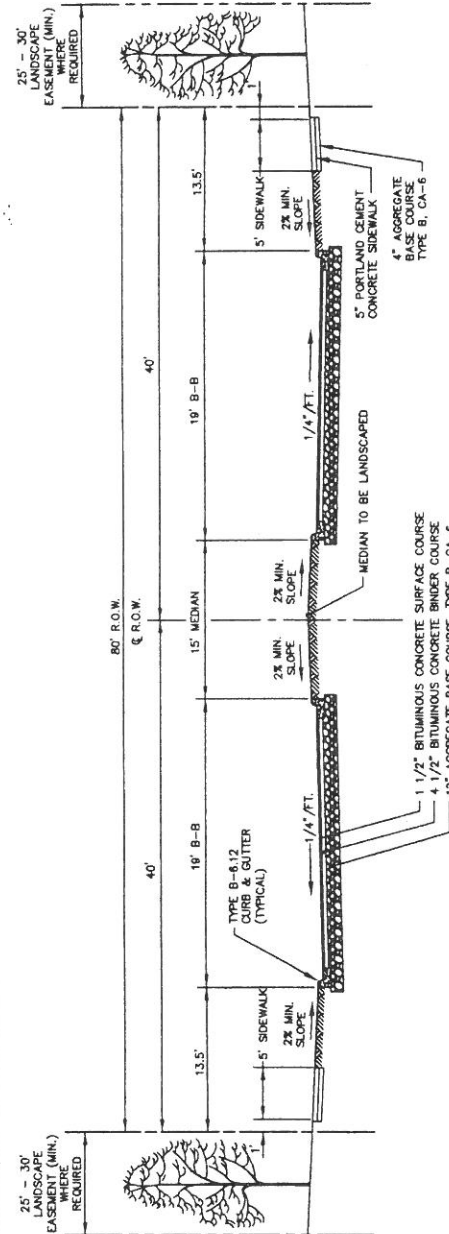
TYPICAL ROAD SECTION
ROMKE ROAD
(FROM FIRST CROSS STREET NORTH
OF ROUTE 72 TO NORTH)
NOT TO SCALE

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TYPICAL STREET AND R.O.W. SECTION
 ROMKE ROAD NORTH OF ROUTE 72 TO FIRST CROSS STREET AND
 FIRST 500' OF ROMKE ROAD SOUTH OF ROUTE 72
 PLEASE NOTE: EAST HALF OF ROMKE ROAD, SOUTH OF ILLINOIS ROUTE 72, WILL BE COMPLETED
 UPON THE ACQUISITION OF ADDITIONAL RIGHT OF WAY

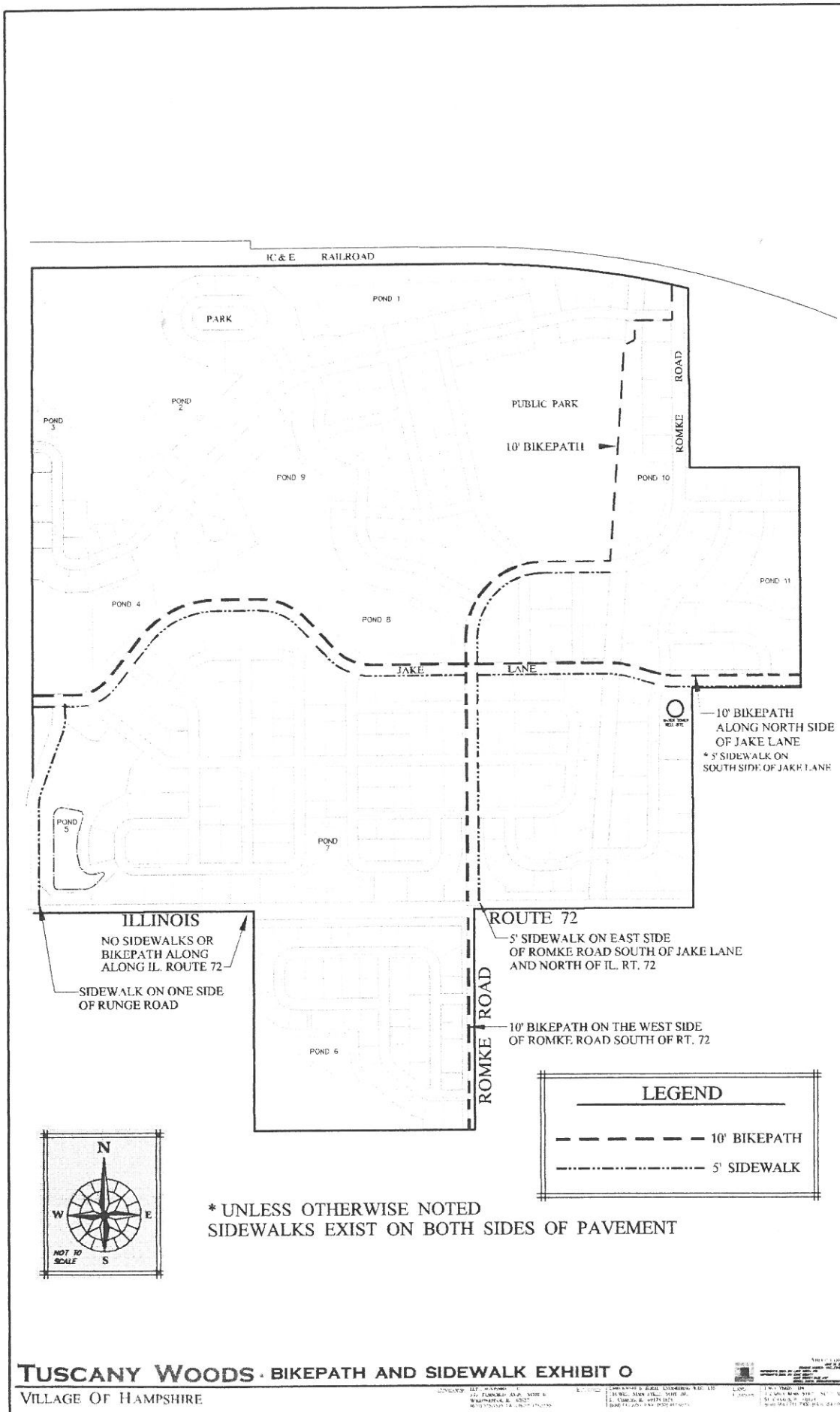


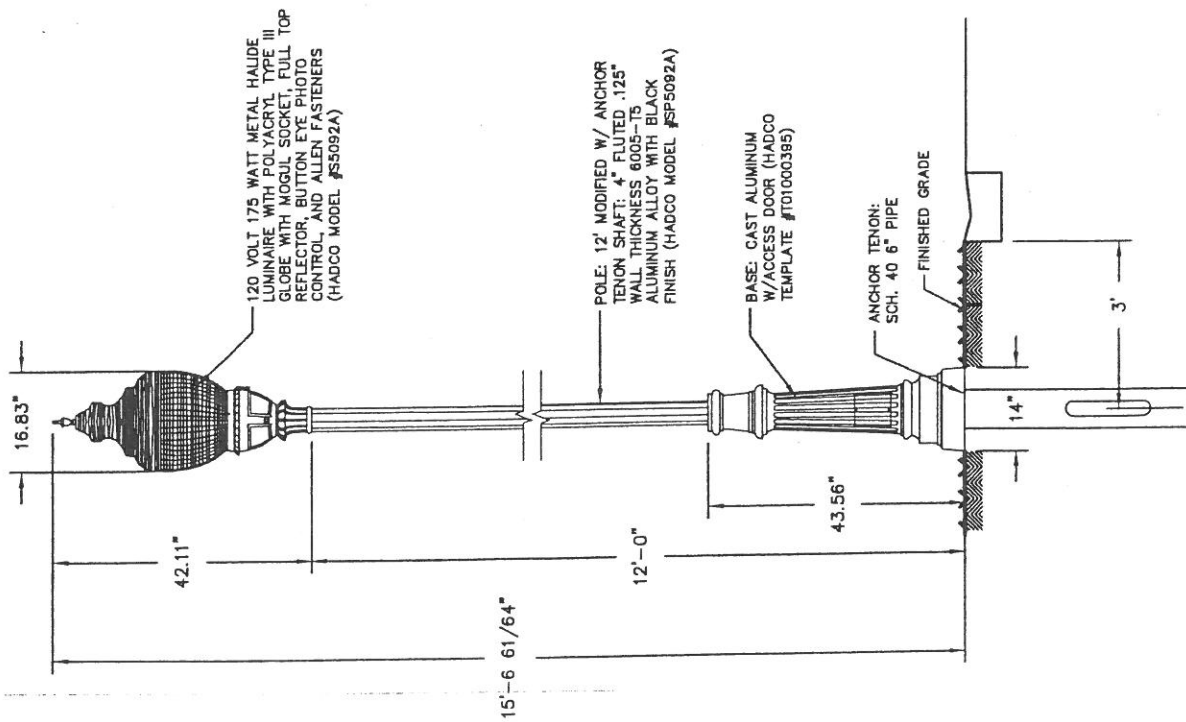
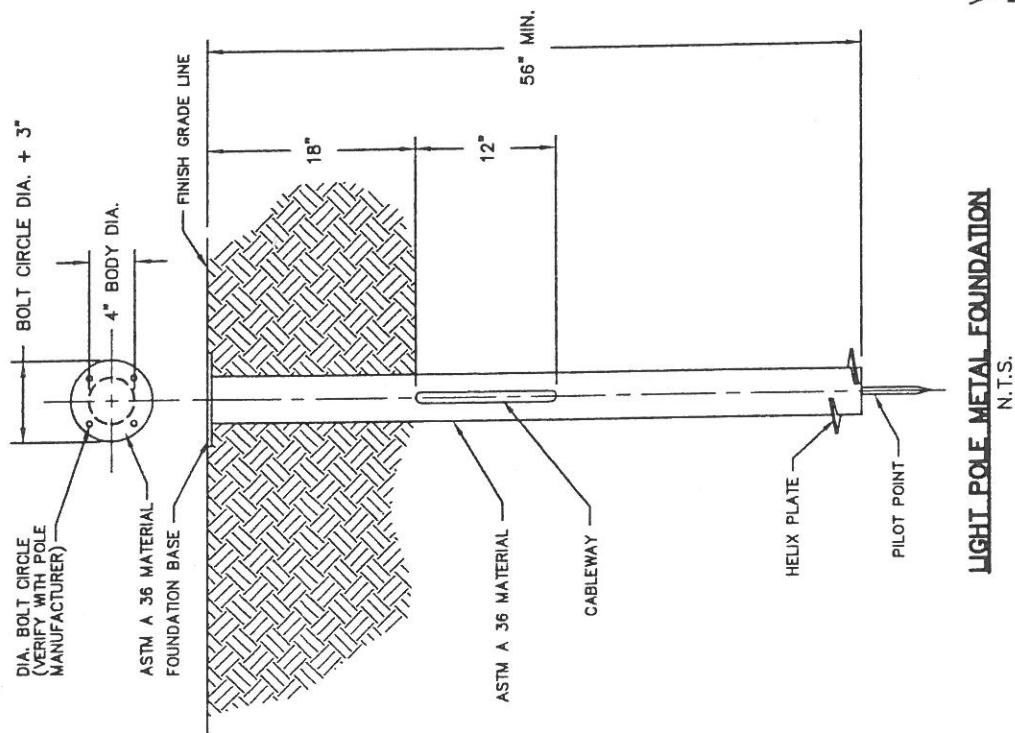
TYPICAL STREET AND R.O.W. SECTION
 RUNGE ROAD FROM RTE. 72 TO 500' NORTH OF RTE. 72

<div><div><div><div><div></div><div>CUB</div><div>ElB</div></div><div><div>CHRISTOPHER B. BURKE</div><div>ENGINEERING WEST, LTD</div><div>116 West Main Street, Suite 201</div><div>St. Charles, Illinois 60174</div><div>West (630) 443-7755</div></div></div></div></div>	CLIENT	HPI HAMPSHIRE, LLC										535 PLAINFIELD ROAD - SUITE E										WILLOWBROOK, IL 60527										TYPICAL ROAD CROSS-SECTIONS										TUSCANY WOODS										EXHIBIT M																																							
		PROJECT NO. 01803										DATE 07/04/01										SHEET 2 OF 2																																																																					
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EXH. M

74





TYPICAL RESIDENTIAL STREET LIGHT DETAIL

SHEET 1 OF 1

DRAWN BY:

REVIS: XX/XX/X

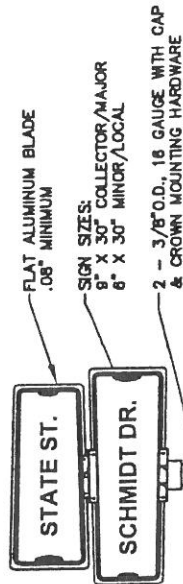
DRAWING
NUMBER:SCALE:
N.T.S.

DATE: 05/24/04

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52 Wheeler Road, Sugar Grove, IL 60554
630/486-9350 phone - 630/488-9380 fax

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Ex. II.



POST LOCATIONS:
LOCAL ROAD INTERSECTIONS SHALL HAVE 1 SIGN AT THE NORTHEAST CORNER. COLLECTOR AND MAJOR STREETS SHALL HAVE TWO SIGN ASSEMBLIES; ONE AT THE NORTHEAST CORNER AND ONE AT THE SOUTHWEST CORNER.

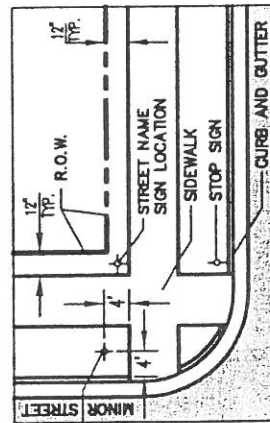
SIGNS SHALL BE FLAT BLADE ALUMINUM BLANKS, DOUBLE SIDED & SHEETED WITH HIGH INTENSITY BLACK, WITH A WHITE SHEETING REVERSE OVERLAY AND A BLACK BORDER (AS SHOWN).

MINOR & LOCAL STREETS:
LETTERING SHALL BE BLOCK STYLE WITH 4" UPPERCASE FOR ENTIRE STREET NAME.

COLLECTOR & MAJOR STREETS:
LETTERING SHALL BE BLOCK STYLE WITH 6" UPPERCASE FOR ENTIRE STREET NAME.

SIGNS MAY BE MOUNTED TO STREET LIGHTS WITH A STANDARD BRACKET TO VILLAGE APPROVAL.

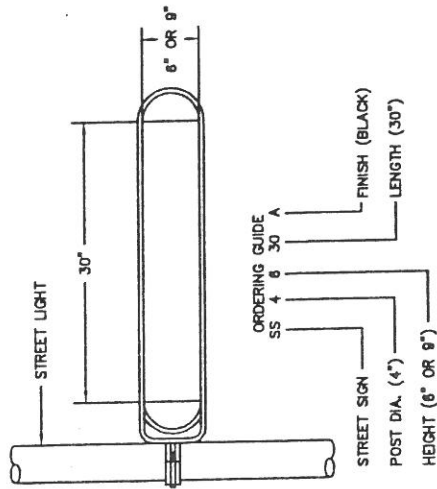
ALL SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS." THE VILLAGE OF HAMPSHIRE MUST APPROVE ALL SIGN DIMENSIONS, MOUNTING LOCATIONS & HARDWARE APPLICATIONS BEFORE INSTALLATION.



ALTERNATE STREET NAME SIGN LOCATION

DIRECT BURIAL

STREET SIGN HOLDER*



* FOR STREET SIGNS ATTACHED TO STREET LIGHTS
MANUFACTURED BY HADCO

VILLAGE OF
HAMPSHIRE

TYPICAL STREET SIGN DETAIL

SHEET 1 OF 1

DRAWN BY: KKP

REVISION: XX/XX/XX

DRAWING NUMBER:

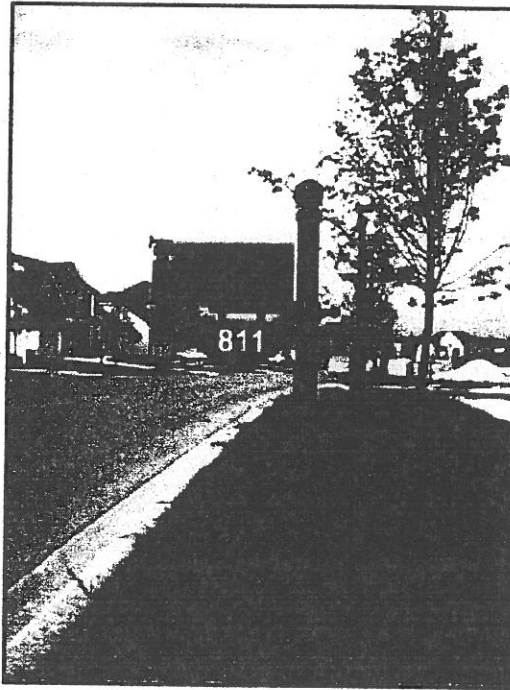
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SCALE: N.T.S.

DATE: 05/18/04

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
630/486-9350 phone - 630/486-8360 fax

EXH-P



STANFORD

- 3" Fluted Extruded Aluminum Post, 0.90 Wall 6063-T6
- Cast Aluminum Support Arm, 319 Alloy (Chromated) Welded to Post
- Cast Aluminum Ball Cap
- Gloss Black Powder Coat Finish
- Black T1 Mailbox
- 3" Gold Vinyl Address Numbers
- Installed with Cement

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

VILLAGE OF
HAMPSHIRE

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SINGLE FAMILY MAILBOX

SHEET 1 OF 1

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630/466-9350 phone - 630/466-9380 fax

SCALE:
N.T.S.

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NUMBER:

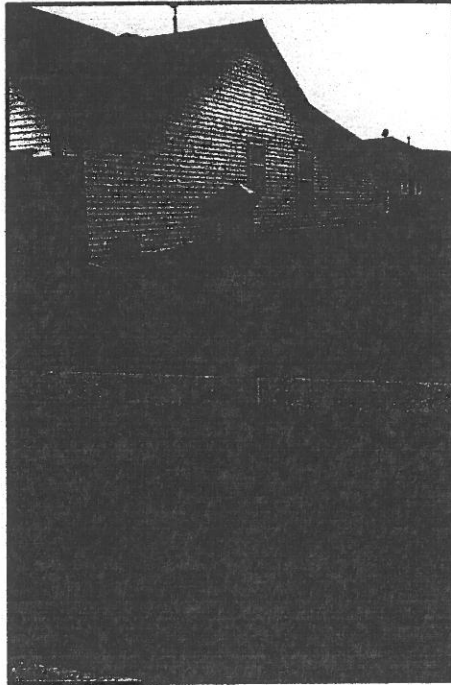
HA004

DRAWN BY:
KKP

DATE:
05/18/04

REVISED:
XX/XX/XX

EXT. P



YALE DOUBLE

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

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

VILLAGE OF
HAMPSHIRE

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DUPLEX MAILBOX

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830/466-9350 phone - 830/466-9380 fax

SCALE:
N.T.S.

DATE:
05/18/04

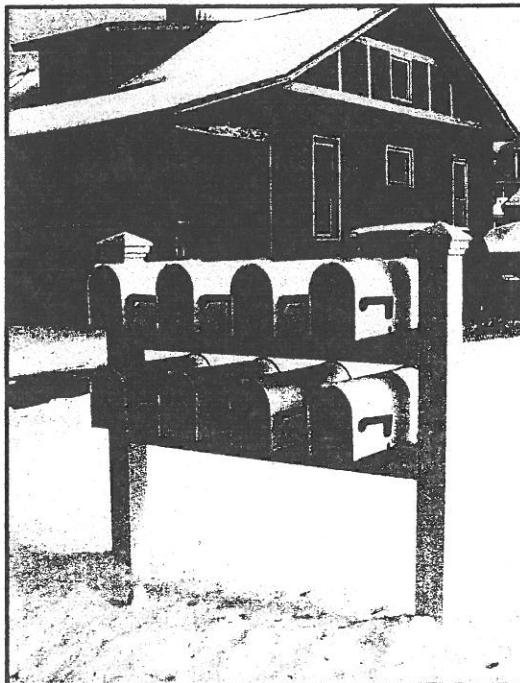
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NUMBER:

HA005

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KKP

REVISED:
XX/XX/XX

Ext. P



YALE MULTI

- 4"x4"x.125 Wall, 6063-T52 Extruded Aluminum Post & Cross Bar(s)
- Galvanized Assembly Brackets
- Heavy Cast Aluminum Cap, 319 Alloy
- Gloss Black Powder Coat Finish
- Black T1 Mailboxes
- 1 1/8" Gold Vinyl Address Numbers
- Installed with Cement

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

VILLAGE OF
HAMPSHIRE

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MULTI FAMILY MAILBOX

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SCALE:
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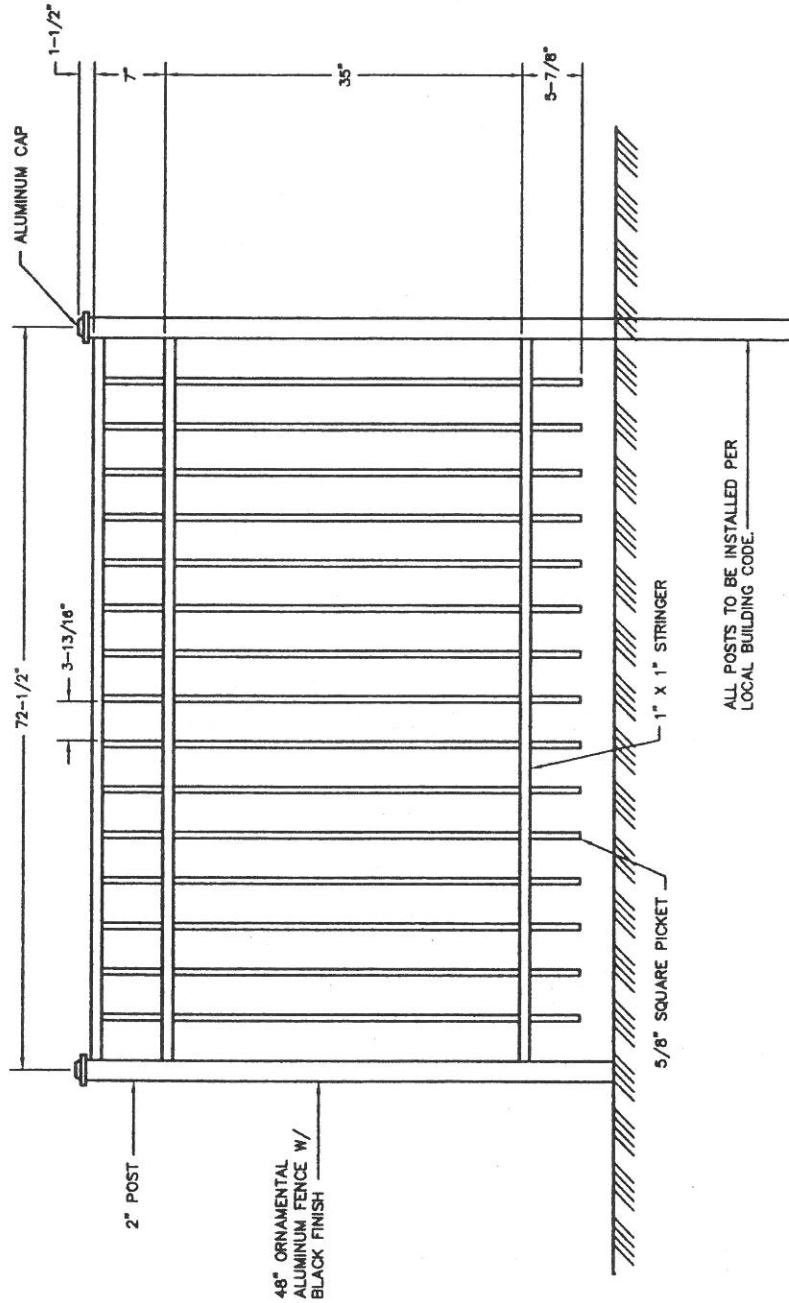
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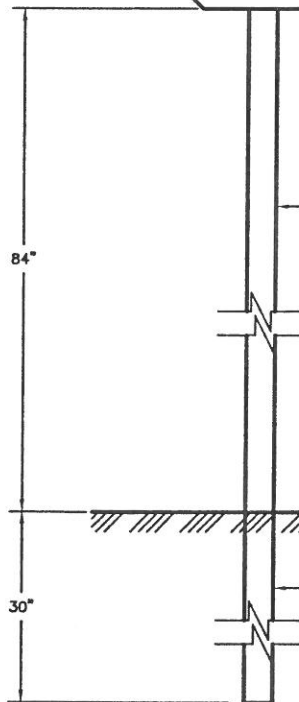
VILLAGE OF
HAMPSHIRE

TYPICAL FENCE DETAIL

SHEET 1 OF 1		DRAWING NUMBER	HA001	DRAWN BY	KKP
ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Sugar Grove, IL 60054 630/466-8350 phone - 630/466-8360 fax		SCALE	N.T.S.	REVISED	XX/XX/XX
		DATE	05/18/04		



30" X 30" STOP SIGN
(R1-1)



2-3/8" O.D., 16 GAUGE ROUND
POST (BLACK) WITH CAP (BLACK)

84"

30"

DIRECT BURIAL

VILLAGE OF
HAMPSHIRE

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STOP SIGN DETAIL

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
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630/466-9350 phone - 630/466-9380 fax

SCALE:
N.T.S.

DRAWING
NUMBER:

DRAWN BY:
KKP

DATE:
05/18/04

HA002

REVISED:
XX/XX/XX

Ext. P