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For Recorder's Use


Amended and Restated Development Agreement

for
Unit 1 in TuscanY Woods Subdivision

May 30, 2014

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING SHOULD BE RETURNED TO:

Mark Schuster
Bazos, Freeman, Kramer, Schuster & Braithwaite, LLC
1250 Larkin Avenue #100
Elgin, IL 60123


Chicago Title Insurance Co.
1795 West State Street
Geneva, Illinois 60134

Tuscany Woods
Hampshire, Illinois

/ / / / / / / / /

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**AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR UNIT 1 OF THE TUSCANY WOODS SUBDIVISION**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Amended Agreement") is made and entered into as of this ____ day of _____, 2014 ("Effective Date"), by and between THE VILLAGE OF HAMPSHIRE, an Illinois municipal corporation (the "Village"), and TUSCANY WOODS HOLDINGS, INC., an Illinois corporation ("Owner" or "TWHI"). Within this Amended Agreement, the Village and Owner may be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

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

WHEREAS, Owner is the owner of those portions of the real property which constitute the territory platted in the Village as Unit 1 ("Unit 1") of the Tuscany Woods Subdivision other than those portions which have been heretofore conveyed to third parties (the "Subject Property"). The Subject Property consists of approximately 119 acres which are legally described on Exhibit "AA" attached hereto. Unit 1 and Unit 2 (hereinafter defined) are collectively referred to herein as the "Subdivision; and

WHEREAS, the Subdivision is located, in part, on the north side and, in part, on the south side of Illinois Route 72, and in general on the east side of the Village; and

WHEREAS, the Village and HPI-HAMPSHIRE, LLC (the "Original Developer") agreed to various terms and provisions governing the subdivision, zoning and development of the Subdivision pursuant to a Development Agreement, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Document No. 2004K156704 (the "Original Development Agreement"); and

WHEREAS, the Original Developer assigned the Original Development Agreement to PHI - Hampshire, Inc. ("PHI") by notice dated January 5, 2006; and

WHEREAS, PHI is the owner of the real property which lies in the Subdivision and outside of the land platted as Unit 1 thereof ("Unit 2"), which real property consists of approximately 250 acres; and

WHEREAS, the Subject Property was included in that certain Preliminary Plat of Subdivision approved by the Village in its Resolution No. 04-12, a copy of said Preliminary Plat being attached to this Amended Agreement as Exhibit "BB" (the "Preliminary Plan") (which for purposes of this Amended Agreement supplants the "Development Plan" attached to the Original Development Agreement as Exhibit "B"); and

WHEREAS, a Final Plat of Subdivision for the Subject Property, a copy of which is attached hereto as Exhibit "OO", was approved by the Village and recorded in the Office of the Kane County Recorder as Document No. 2006K139816 (the "Unit 1 Final Plat"); and

WHEREAS, the public improvements required to serve Unit 1 are substantially complete but for the incomplete work referenced in the Updated Punch List (hereinafter defined); and

WHEREAS, no final plat of subdivision has been submitted by PHI or any other party for Unit 2; and

WHEREAS, the Village, following the necessary legal notices, public hearings and other proceedings, classified the Subdivision, in part, in the R-2 Single Family Residence Zoning District, for 20,000 square foot minimum lots; in part, in the R-2 Single-Family Residence District for 12,000 square foot minimum lots; in part, in the R-3 Two-Family Residence District, for duplex buildings; and in part, in the R-4 Residence Zoning District for townhome buildings. The zoning districts are more particularly depicted on the Preliminary Plan; and

WHEREAS, the Original Development Agreement contemplated the construction of single-family detached dwelling units, duplex dwelling units, and attached townhome dwelling units in the Subdivision (individually, each a "Dwelling Unit" and collectively, "Dwelling Units"). The townhome Dwelling Units were to be constructed in buildings containing groups of four, five or six townhomes each (a "Townhome Building"); and

WHEREAS, since the date of the Original Development Agreement, development of the Subdivision commenced, certain improvements were constructed in support of the Subdivision, the Special Service Area described in Paragraph 7 of the Original Development Agreement was created, certain Special Service Area bonds were thereafter issued, and a number of Dwelling Units were constructed in Unit 1; and

WHEREAS, 67 Dwelling Units were completed by Owner's predecessors-in-interest and sold to, and most are currently occupied by, third party purchasers; 10 single-family detached Dwelling Units, four of which are model units (each an "Unfinished Single-Family Dwelling Unit") and 36 townhome Dwelling Units, six of which are model units (each an "Unfinished Townhome Dwelling Unit") located in nine different Townhome Buildings, were constructed to varying stages of completion by the aforesaid predecessors-in-interest. The Unfinished Single-Family Dwelling Units and the Unfinished Townhome Dwelling Units are identified on Exhibit "PP" attached hereto. The locations of the Unfinished Single-Family Dwelling Units, the Unfinished Townhome Dwelling Units and the Townhome Buildings in which the Unfinished Townhome Dwelling Units are located are identified on Exhibit "QQ" attached hereto. In this Amended Agreement the Unfinished Single-Family Dwelling Units and the Unfinished Townhome Dwelling Units are referred to individually as an "Unfinished Dwelling Unit" and collectively as the "Unfinished Dwelling Units", and the 229 Dwelling Units which remain to be constructed in Unit 1 are referred to individually as an "Additional Dwelling Unit" and collectively as the "Additional Dwelling Units"; and

WHEREAS, the completion, sale and occupancy of the Unfinished Dwelling Units and the construction, sale and occupancy of the Additional Dwelling Units will enhance the Village's tax base and add to the vibrancy of the Subdivision; and

WHEREAS, the Village has directed its building inspectors to inspect each of the Unfinished Single-Family Dwelling Units and Unfinished Townhome Dwelling Units to determine the work that needs to be completed before the Village can and will issue a certificate

of occupancy for each such Unfinished Dwelling Unit. The work identified by the building inspectors is identified on a report compiled by B&F Technical Services, Inc. on behalf of the Village on various dates in 2013, consisting of 72 pages and on file with the Village Clerk (the "Initial Inspection Report"), and referred to in this Amended Agreement as the "Unfinished Dwelling Unit Work"; and

WHEREAS, to date, no Dwelling Units have been constructed in Unit 2; and

WHEREAS, in the Original Development Agreement the Village agreed to permit the connection of the first 175 Dwelling Units constructed in the Subdivision to the existing adjacent public sanitary sewer system and the existing public water system located on the east end of White Oak Ponds Subdivision, or located in Hampshire Highlands Subdivision, prior to the construction of the Connecting Sewer Main hereinafter described; and

WHEREAS, PHI has agreed to construct the Connecting Sewer Main as specified in that certain Unit 2 Amended Development Agreement (hereinafter defined); and

WHEREAS, the Parties have determined that since PHI is committing to construct the Connecting Sewer Main, Unit 1 need not be subject to any cap on sanitary sewer connections relative to Dwelling Units constructed in Unit 1; and

WHEREAS, in 2007, the persons and/or entities then working on the development and construction of the Subdivision ceased operations and development activities; and

WHEREAS, thereafter litigation ensued in the Circuit Court of Kane County concerning foreclosure of a mortgage on Unit 1 (the "Litigation"); and

WHEREAS, the Village, Owner, the Original Developer, PHI and certain other parties have now entered into a global settlement agreement (the "Global Settlement Agreement") to settle and resolve all matters encompassed by said Litigation, and other matters related to the Subdivision, which Global Settlement Agreement contemplates, among other things, the approval, execution and delivery of this Amended Agreement, the approval, execution and delivery of an amended and restated development agreement for Unit 2 (the "Unit 2 Amended Development Agreement"), a closing (the "Closing") and the opening of a closing escrow (the "Closing Escrow") pursuant to escrow instructions (the "Escrow Instructions") under which Chicago Title & Trust Company is to serve as escrow trustee; and

WHEREAS, as a result of the Litigation and other circumstances, ownership of the Subject Property and of Unit 2 now lies in separate entities, and there is at this time no unified ownership of the property constituting the Subdivision; and

WHEREAS, the Parties desire to amend and restate the Original Development Agreement in its entirety so as to delineate and define Owner's rights and obligations with respect to the Subject Property and the rights and obligations of each party or entity that ultimately acquires and proceeds with the development of Unit 1 (the "Unit 1 Owner" and if more than one, each a "Unit 1 Owner") and the rights and obligations of the party or entity that ultimately acquires and proceeds with the development of Unit 2 (the "Unit 2 Owner"). The term "Unit 1 Owner" is more particularly defined in Paragraph 26 below; and

WHEREAS, the Original Development Agreement provided by its terms that only the written approval of the legal title holder of an interest in the property subject to a proposed amendment (the legal title holder of the property subject to the amendment) shall be required to effect an amendment to the Original Development Agreement. Accordingly, the consent of PHI as owner of Unit 2 is not required to conclude this Amended Agreement and the consent of Owner as owner of Unit 1 is not required to conclude the Unit 2 Amended Development Agreement.

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 and Owner agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are material to this Amended Agreement and are incorporated into this Amended Agreement as if fully stated in this Paragraph 1. The Parties acknowledge the truth and accuracy of the foregoing recitals.

2. **Authority/Exhibits.**

(a) This Amended 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; and to accept dedications of land by easement or deed for public use.

(b) The Village and Owner 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.

(c) So as not to confuse the various exhibits attached to the Original Development Agreement, which were labeled in consecutive fashion starting with the letter "A" and proceeding therefrom, with the exhibits attached to this Amended Agreement, the exhibits to this Amended Agreement are labeled in consecutive fashion starting with the letters "AA" and proceeding therefrom. All of said latter exhibits are incorporated into this Amended Agreement by this reference thereto.

3. **The Zoning, Subdivision and Development of the Subdivision.**

(a) Pursuant to the Original Development Agreement, the construction, maintenance and operation of a sanitary sewer system and potable water system and the construction of the other public improvements herein and therein described is based on the Original Developer's, Owner's, PHI's and the Village's understanding relative to the zoning, subdivision and development of the Subdivision, as set forth in the Original Development Agreement and the Preliminary Plan approved as an element thereof. Accordingly, the Parties agree, subject to sub-paragraph (j) below, that: (i) in Unit 1 there shall be no more than 106 single-family lots platted and no more than 106 single-family Dwelling Units constructed, no more than 44 duplex lots platted and no more than 88 duplex Dwelling Units constructed, and no more than 25 townhome lots platted and no more than 148 townhome Dwelling Units constructed; and (ii) in

Unit 2 there shall be no more than 263 single-family lots platted and no more than 263 total single-family Dwelling Units constructed and no more than 18 duplex lots and 36 duplex Dwelling Units constructed. In furtherance of the foregoing, the Parties acknowledge that the Unit 1 Final Plat contains a scrivener's error in the zoning table referenced thereon. In order to correct the error Owner shall prepare a Certificate of Correction to properly identify the number of single family, duplex and townhome lots platted in Unit 1. The Village agrees to cooperate with Owner to approve and record the Certificate of Correction.

(b) Subject to the work to be performed pursuant to the Updated Punch List (hereinafter defined), the Village hereby confirms and agrees that the Subject Property has been developed substantially in accordance with (i) the Unit 1 Final Plat; (ii) the Final Engineering Plans for Unit 1 prepared by Cowhey Gudmundson Leder, Ltd. dated April 15, 2005, and last revised May 11, 2007, which plans are generally referred to as **Exhibit "CC"**, the cover page of which is attached hereto for recording purposes and which plans are available in their entirety at the office of the Village Engineer (the "Unit 1 Final Engineering Plans"); and (iii) the Landscape Plans prepared by Landworks, Ltd. as last revised on June 26, 2006 (under date of May 2, 2006), which plans are generally referred to as **Exhibit "DD"**, the cover page of which is attached hereto for recording purposes and which plans are available in their entirety at the office of the Village Engineer (the "Landscape Plans"). The Village further confirms its prior approval of the departures from the Subdivision Code set forth in sub-paragraph (g) below to permit the development of the Subject Property in accordance with the Unit 1 Final Plat as to Unit 1, and in accordance with the Preliminary Plan as to Unit 2, respectively.

(c) The Village hereby confirms the approval of and hereby agrees that the gross site area and lot area requirements for single family detached Dwelling Units (20,000 square foot minimum) shall be as depicted on the Unit 1 Final Plat and governed by sub-paragraph (c) of Section 6-7-1 of the Hampshire Zoning Ordinance, 2003. 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 as depicted on the Unit 1 Final Plat and governed by Section 6-7-2 of the Hampshire Zoning Ordinance, 2003.

(d) The Village hereby confirms the approval of and hereby agrees that the gross site area, lot area, lot width requirements and the yard requirements (front, rear, side and corner side yards) for the duplex Dwelling Units constructed in Unit 1 shall be as depicted on the Unit 1 Final Plat and governed by sub-paragraph (c) in Section 6-7-3 of the Hampshire Zoning Ordinance, 2003.

(e) The Village hereby confirms the approval of and hereby agrees that the gross site area, lot area, lot width requirements and the yard requirements (front, rear, side, and corner side yards) for the townhome Dwelling Units constructed in Unit 1 shall be as depicted on the Unit 1 Final Plat and governed by sub-paragraph (c) of Section 6-7-4 of the Hampshire Zoning Ordinance, 2003. Townhome Dwelling Units shall be permitted to be developed in four, five and six unit buildings, as depicted on the Unit 1 Final Plat.

(f) The Village hereby confirms the approval of and hereby agrees that the provisions of the Village Building Code, Hampshire Municipal Code, Chapter V, Section 5-1-1 *et seq.* currently in effect, to wit: International Building Code Council, 2006 Edition, as modified by

Village Ordinance No. 08-40; and 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.*, in effect as of the date of the Original Development Agreement, shall apply to the development of the Subject Property, except as otherwise expressly and specifically set forth in this Amended Agreement. The Village acknowledges that it duly considered the Original Developer's request for departures from the Subdivision Code (Chapter VII of the Hampshire Village Code) and following the required legal notices and public hearings approved the following departures which shall apply to Unit 1 for the Term of this Amended Agreement per the Unit 1 Final Plat:

- (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 Preliminary Plan and Unit 1 Final Plat 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 intersection;
- (iv) In Section 7-4-1, "Minimum Standards for Street Design", to permit roadway centerline radii of 85-feet on minor streets in lieu of the otherwise required 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 Exhibit "KK" attached hereto;
- (ix) In 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; and

(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 feet of street frontage and one parkway tree shall be required on each lot with less than 100 feet of street frontage; on any corner lot, the required number of trees shall be provided on each frontage;
- (xii) Owner 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 (4:1) 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 shall 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 Owner 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 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 regarding the Subject Property may be approved by the Village pursuant to the procedures established in its ordinances without the necessity of amending this Amended Agreement including, without limitation, the following, each of which is hereby agreed to by the Village:

(g) The Unfinished Dwelling Units and Additional Dwelling Units may be constructed:

- (i) without fire protection sprinklers (as duly considered and approved by the Village Trustees on July 2, 2009), except as may be otherwise required by State law; provided, Owner or the Unit 1 Owner, as the case may be, shall offer to any purchaser of an Additional Dwelling Unit as an option installation of fire protection sprinklers, and obtain from any person or persons who refuse or decline such option, a written waiver or decline of fire protection sprinklers;
- (ii) with romex in lieu of conduit for electrical wiring;
- (iii) with PVC in lieu of copper water piping; and
- (iv) with ground fault in lieu of "ARC" fault circuit interrupters.

(h) Construction may be phased on the Subject Property. 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.

(i) The Village agrees to issue building permits and certificates of occupancy for all Unfinished Dwelling Units and all Additional Dwelling Units and to allow those Dwelling Units to connect to the existing adjacent public sewer system and the existing public water system located on the east end of White Oak Ponds Subdivision or located in the Hampshire Highlands Subdivision notwithstanding the 175 Dwelling Unit cap on sanitary sewer connections described in the Original Development Agreement, which cap shall no longer apply to the Subject Property, and notwithstanding the fact that PHI might not then have constructed or bonded the construction of the Connecting Sewer Main (as hereinafter defined).

(j) During the course of development of the Subject Property Owner and any Unit 1 Owner may, at their sole cost and expense, seek additional zoning approvals and subdivision variations, which approvals or variations shall be subject to Village approval in accordance with all applicable Village codes and ordinances, without the need for further amending this Amended Agreement and without the approval of either PHI or any Unit 2 Owner.

4. Public Sanitary Sewer Service in the Subdivision. The following terms and provisions shall apply to the provision of public sanitary sewer service to the Subdivision:

- (a) Existing Capacity. The Parties acknowledge that the First Sewer Expansion

Project described in the Original Development Agreement (the “First Sewer Expansion Project”) has been fully constructed and is operational as of the Effective Date of this Amended Agreement and further that the Village, since completion of the First Sewer Expansion Project, has constructed a second expansion (the “Second Sewer Expansion Project”) of the Village’s Wastewater Treatment Facility (the “WWTF”). The Village represents and warrants that, as of the Effective Date of this Amended Agreement, the capacity of the WWTF is 2.76 mgd and that the Village has, and at all times during the Term of this Amended Agreement will have, the capacity to treat all wastewater to be generated from the Subject Property. The Village further represents and warrants that the Hampshire Creek Interceptor Sewer has been constructed and that it has created, and at all times during the Term of this Amended Agreement will have, sufficient transmission capacity for wastewater to be generated from the Subject Property.

(b) Reservation of Capacity. For the Term of this Amended Agreement the Village shall reserve wastewater treatment capacity in the WWTF and wastewater transmission capacity in the Hampshire Creek Interceptor Sewer in the amounts and to the extent necessary to provide sanitary sewer services to and for all of Unit 1, as it is contemplated to be developed pursuant to this Amended Agreement. The Parties acknowledge that wastewater transmission lines have been constructed in Unit 1 which connect to wastewater transmission lines in the White Oak Ponds Subdivision immediately west of Unit 1 (which lines in turn connect to the West Side Interceptor Sewer, sometimes referred to historically as the Southeast Interceptor Sewer). For the Term of this Amended Agreement the Village shall reserve 612.5 P.E. (i.e., 3.5 P.E. times 175 single-family dwelling units) of wastewater transmission capacity in the West Side Interceptor Sewer for Unit 1 Owners. The Parties agree that such wastewater transmission lines shall be disconnected from the West Side Interceptor Sewer and connected to the Hampshire Creek Interceptor Sewer via the Connecting Sewer Main and subject to the terms and conditions set forth in this Paragraph 4.

(c) Interim Connection. Until PHI constructs the Connecting Sewer Main the Village shall allow connection of wastewater transmission lines in Unit 1 to the wastewater transmission lines in the White Oak Ponds Subdivision immediately west of Unit 1 (which lines in turn connect to the West Side Interceptor Sewer for wastewater transmission) on an interim basis. The Parties acknowledge that from and after the date PHI constructs the Connecting Sewer Main and such improvement is approved by the Village Engineer and placed into service Unit 1 sanitary sewage shall flow to the Hampshire Creek Interceptor Sewer via the Connecting Sewer Main.

(d) Construction of the Connecting Sewer Main. As noted above, the Village’s plans for its wastewater transmission system contemplated a temporary connection of Unit 1 Dwelling Units to the Village’s West Side Interceptor Sewer and the construction of a new connecting sewer main (the “Connecting Sewer Main”) in Unit 2 to divert such wastewater conveyance out of the West Side Interceptor Sewer and into the Hampshire Creek Interceptor Sewer. The Connecting Sewer Main must be constructed on certain land lying within Unit 2. The location of the Connecting Sewer Main is depicted on the Unit 1 Final Engineering Plans. The Connecting Sewer Main shall be designed, bonded and constructed by and at the expense of PHI at the times specified in the Unit 2 Amended Development Agreement. PHI shall also be responsible for obtaining any and all permits necessary for construction of the Connecting Sewer Main. Design and construction of the Connecting Sewer Main shall include such improvements

as are necessary to divert wastewater flow originating from Unit 1 into the Hampshire Creek Interceptor Sewer via the Connecting Sewer Main. The Village agrees that neither Owner nor any Unit 1 Owner shall have any responsibility whatsoever to construct or to contribute toward the cost of constructing the Connecting Sewer Main.

(e) No Sanitary Sewer Impact or Connection Fees. The Village acknowledges and agrees that because the Original Developer paid the costs incurred in constructing the First Sewer Expansion Project no sanitary sewer impact fees and no sanitary sewer connection fees will be due or payable when Owner or a Unit 1 Owner applies for a building permit to construct a Dwelling Unit in Unit 1.

(f) Recapture for Sanitary Sewer Costs. The Village acknowledges and agrees that the amount expended by the Original Developer in constructing the First Sewer Expansion Project exceeded the amount otherwise due from the Subdivision for sanitary sewer impact fees and sanitary sewer connection fees and that a recapture agreement to allow for the recovery of such excess amount has been approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01114, based at the time on the partial costs that had been incurred by the Original Developer for the First Sewer Expansion Project (the "First Sewer Expansion Project Recapture Agreement"). On or before the Effective Date of this Amended Agreement the Village shall: (1) execute and deliver to Owner an estoppel certificate, in form and content reasonably acceptable to the Village Attorney, recognizing and confirming the validity of the First Sewer Expansion Project Recapture Agreement; and (2) approve, and thereafter record, an Amended Recapture Agreement for the First Sewer Expansion Project, confirming the final certified cost of constructing the First Sewer Expansion Project, the right of recapture herein provided for and a recapturable amount due Owner of One Million Three Hundred Eight Thousand Four Hundred Fifty Five and 48/100 Dollars (\$1,308,455.48). Said Amended Recapture Agreement shall generally be in the form attached hereto as Exhibit "EE." Said amendment shall also confirm Owner's right to assign its right of recapture.

(g) Acceptance of Improvements. Owner shall convey to the Village by customary form bill of sale all sanitary sewer mains heretofore constructed in the Subdivision which have not been previously accepted by the Village, and the Village shall accept such improvements by Village resolution without requiring the posting of maintenance security pursuant to Section 7-2-4 of its Subdivision Regulations and without requiring Owner or any Unit 1 Owner to complete the work items in regard to the sanitary sewer mains set forth in the punch list identified in Paragraph 12(b)(2) below (the "Updated Punch List"). Instead, the Village shall complete all work items noted on the Updated Punch List that relate to such sanitary sewer mains using monies previously deposited and currently being held by the Village in the Tuscany Woods Construction Escrow Account, free of any and all claims Owner or any Unit 1 Owner may otherwise assert in regard to said monies. The aforesaid conveyance and acceptance shall be undertaken by deposit of the bill of sale and Village Resolution into the Closing Escrow.

(h) Payment Remaining due for Sanitary Sewer Facilities. The Parties acknowledge that PHI, in the Unit 2 Amended Development Agreement, has acknowledged and agreed that pursuant to the terms of the Recapture Agreement dated October 10, 2011 and recorded as Document No. 2012K005496 (based on the Agreement for Funding Expansion of the Village's Wastewater Treatment Facility to 1.5 MGD Capacity, dated February 6, 2006), there is due and

owing from PHI to Hampshire East, LLC, a principal amount equal to \$226,206.13, plus interest; and that pursuant to the terms of the Recapture Agreement dated January 20, 2011 and recorded as Document No. 2011K015822, there is due Hampshire West, LLC the principal amount of \$180,758.00, plus interest. The Parties further acknowledge that PHI has agreed to pay said amounts to Hampshire East, LLC and to Hampshire West, LLC, respectively, as a condition of approval of, and not later than the date of recording of, the first final plat of subdivision for all or any part of Unit 2. The Village acknowledges and agrees that neither Owner nor any Unit 1 Owner shall be obligated to pay such sums to Hampshire East, LLC or to Hampshire West, LLC, or any other sum to the Village or any other party, directly or indirectly, as a result of the construction of the First Sewer Expansion Project, the Second Sewer Expansion Project or the Hampshire Creek Interceptor Sewer.

(i) No Further Sanitary Sewer System Improvements. Neither Owner, any Unit 1 Owner, nor any other person owning or acquiring any interest in the Subject Property shall have any further obligation to construct or pay for any on-site or off-site sanitary sewer system improvements for the Subdivision, Unit 1 or any other property, nor shall Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property have any obligation to pay any sanitary sewer impact fees or sanitary sewer connection fees, as a condition to or in furtherance of the construction or occupancy of Dwelling Units on the Subject Property.

5. Public Water Service to the Subdivision. The following terms and provisions shall apply to the provision of public water service to the Subdivision:

(a) Existing Capacity. The Parties acknowledge and agree that the First Water Expansion Project described in the Original Development Agreement has been constructed and is operational as of the Effective Date of this Amended Agreement. The Village represents and warrants that the Village's water supply and distribution system has sufficient capacity, and that at all times during the Term of this Amended Agreement it will have sufficient capacity to serve the Dwelling Units constructed or to be constructed in Unit 1.

(b) Reservation of Capacity. For the Term of this Amended Agreement the Village shall reserve capacity in its water supply and distribution system in the amounts and to the extent necessary to provide potable water and water for fire protection services to the Dwelling Units constructed and to be constructed in Unit 1. The Village agrees that it will not refuse or fail to issue building permits for Dwelling Units to be constructed in Unit 1 because the Unit 2 Pressure Reducing Valve may not yet have been installed or placed into operation.

(c) Installation of Pressure Reducing Valve. The Parties acknowledge that a pressure reducing valve (the "Pressure Reducing Valve") for the water supply and distribution system to serve Unit 2 has been fabricated, has been paid for, and is currently stored at the Village's Water Facility No. 10-13 awaiting installation. The Parties further acknowledge and agree that the Pressure Reducing Valve and apparatus is to be transported and installed and made fully functional by either PHI or a Unit 2 Owner, at their sole expense, and that either PHI or such Unit 2 Owner shall be responsible for obtaining any permits required for said transport and installation. The Village acknowledges and agrees that neither Owner, any Unit 1 Owner, nor any other person owning or acquiring any interest in the Subject Property shall have any liability or responsibility for the cost of fabricating, transporting, installing or storing the Unit 2 Pressure

Reducing Valve or for posting any performance security with the Village to ensure the timely and complete transportation and installation of the Unit 2 Pressure Reducing Valve.

(d) No Water Impact Fees or Connection Fees. The Village Engineer has certified the total costs the Original Developer incurred in constructing the First Water Expansion Project to be \$2,483,062.10 to date (including a credit for \$92,263.66 drawn by the Village from letters of credit issued by Park National Bank, but not including the cost of transportation and installation of the Pressure Reducing Valve). In light of the foregoing the Village acknowledges and agrees that Unit 1 is "paid in full" as to water impact fees and water connection fees, and that no further water impact fees or water connection fees will be due or payable when Owner or a Unit 1 Owner applies for a building permit to construct a Dwelling Unit in Unit 1.

(e) Recapture Due for Water Costs. The total amount expended for the First Water Expansion Project does not, as of the Effective Date of this Amended Agreement, exceed the amount of water impact fees and water connection fees due for the number of Dwelling Units planned for the Subdivision, but it is anticipated that after adding the cost of transportation and installation of the Pressure Reducing Valve when actually incurred by either PHI or a Unit 2 Owner the sum of the certified costs of the First Water Expansion Project will exceed the amount due for such impact and connection fees. Therefore, although there is not any recapture due at this time, there may in the future be recapture due as a result of the construction of the First Water Expansion Project. A Recapture Agreement for such expenditures was approved by the Village and recorded in the Office of the Kane County Recorder as Doc. No. 2008K01113, based at the time on the partial costs that had been incurred for the First Water Expansion Project. Owner acknowledges that the Village and PHI intend to record an amendment to said Recapture Agreement certifying the final certified costs of such work as specified above, describing any amount of recapture due, and specifying that any amount of recapture realized from such agreement shall be paid to PHI as the owner of Unit 2. Under no circumstances shall Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property be obligated to pay any of such recapture.

(f) Conveyance of Water Mains. Owner shall convey to the Village by customary form bill of sale all water mains heretofore constructed in the Subdivision which have not previously been accepted by the Village and the Village shall accept such improvements without requiring the posting of a maintenance security, as otherwise provided in Section 7-2-4 of the Village Subdivision Regulations, and without requiring Owner or any Unit 1 Owner to complete the work items identified on the Updated Punch List that relate to such water mains. Instead, the Village will complete all work items noted on the Updated Punch List that relate to the water mains in the Subdivision, and for this purpose the Village will use monies previously deposited and currently being held by the Village in the Tuscany Woods Construction Escrow Account, free of any and all claims Owner or any Unit 1 Owner may otherwise assert in regard to said monies. The aforesaid conveyance and acceptance shall be undertaken by deposit of the bill of sale and Village Resolution into the Closing Escrow.

(g) No Further Water System Improvements. Neither Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property shall have any further obligation to construct or pay for any on-site or off-site water system improvements for the

Subdivision or any other property, nor shall Owner, any Unit 1 Owner or any other person owning or acquiring any interest in the Subject Property have any obligation to pay any water impact fees or water connection fees, as a condition to or in furtherance of the construction or occupancy of Dwelling Units on the Subject Property.

6. Storm Sewer Service in the Subdivision.

(a) The Village agrees that the Unit 2 Amended Development Agreement shall require that neither PHI nor said Unit 2 Owners shall obstruct the ability of Owner and Unit 1 Owners to freely utilize any detention basins which serve or are intended to serve Unit 1..

(b) Owner shall convey to the Village by customary form of bill of sale all detention basins and related appurtenances serving Unit 1 which have not been previously conveyed to and accepted by the Village and the Village shall accept such improvements without requiring the posting of any maintenance security as provided for in Section 7-2-4 of its Subdivision Regulations. Concurrently with the conveyance of such improvements and provided Owner has obtained at its expense a commitment for title insurance showing clear title to same, and that Owner will provide a policy of title insurance for same after acceptance of the deed described herein, Owner shall convey to the Village and the Village shall accept title to Lots 1023 and 1025 in Unit 1. The conveyance shall be made pursuant to the form of deed that is attached hereto as **Exhibit "GG"**. The aforesaid conveyances and acceptances shall be undertaken by deposit of the bill of sale, Village Resolution and deed into the Closing Escrow.

(c) At the Closing contemplated by the Global Settlement Agreement and through the Closing Escrow Owner shall pay the Village \$3,700 as Owner's contribution towards the cost of undertaking the work to Detention Basins No. 5 and 7 identified on the Updated Punch List, and PHI shall pay the Village \$21,800 as its contribution towards the cost of undertaking the work to Detention Basins No. 4 and 8 identified on the Updated Punch List. The Village shall use the monies contributed pursuant to this Paragraph 6 to perform the work related to said basins described in the letter from Encap, dated November 18, 2013 attached to the Updated Punch List, **Exhibit "LL."**

(d) Owner shall convey to the Village by customary form bill of sale all storm sewers and other stormwater management improvements heretofore constructed in the Subdivision which have not previously been accepted by the Village and the Village shall accept the same by Village Resolution without requiring the posting of a maintenance security as otherwise provided in Section 7-2-4 of the Village Subdivision Regulations and without requiring Owner or any Unit 1 Owner to complete the work items in regard to the storm sewers set forth on the Updated Punch List. Instead, the Village will complete all work items noted on the Updated Punch List that relate to the storm sewer mains in the Subdivision using monies previously deposited and currently being held by the Village in the Tuscany Woods Construction Escrow Account, free of any and all claim Owner or any Unit 1 Owner may otherwise assert in relation to said monies. Owner acknowledges and agrees, notwithstanding the foregoing, that a section of storm sewer has yet to be constructed in Unit 1, as referenced on the Updated Punch List, and that a Unit 1 Owner shall be responsible for constructing said storm sewer, at its cost, at such time as necessary to ensure the proper flow of stormwater from the area to be served by said section of storm sewer. The aforesaid conveyance and acceptance shall be undertaken by deposit of the

bill of sale and Village Resolution into the Closing Escrow.

(e) No Further Stormwater Management Improvements. Except as provided in Paragraphs 6(c) and (d) above, neither Owner, any Unit 1 Owner, or any other person owning or acquiring any interest in the Subject Property shall have any obligation to construct or pay for any on-site or off-site stormwater management improvements for the Subdivision or any other property as a condition to or in furtherance of the construction or occupancy of Dwelling Units on the Subject Property.

7. Recapture for Off-Site and On-Site Public Improvements; Recaptures to be Paid.

(a) Owner shall be entitled to receive the recapture due pursuant to the amendment to the First Sewer Expansion Recapture Agreement described in Paragraph 4(f) above.

(b) Owner shall be entitled to receive recapture from PHI in the amount of One Hundred Forty Nine Thousand Five Hundred and No/100 (\$149,500.00) Dollars for park impact fees previously paid for and park improvements previously constructed in the Subdivision. PHI shall pay such recapture to Owner at the time and in the manner described in Paragraph 10 below.

(c) The Village and Owner acknowledge and agree that certain recapture amounts are described in the following agreements:

(i) Recapture due the Farms of Hampshire, LLC in the initial amount \$189,182.52 as a result of the construction of improvements for the intersection of Runge Road and IL 72, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008, as Document No. 2008K060161; and

(ii) Recapture due the Farms of Hampshire, LLC in the initial amount of \$395,727.53 as a result of the construction of certain improvements for the extension of Runge Road and the extension of Jake Lane, per the Recapture Agreement recorded in the Kane County Recorder's Office on July 24, 2008 as Document No. 2008K060160; and

(iii) Recapture due Hampshire Enterprises, Inc., based on the certified costs of \$58,522.28, as a result of the construction of the Southeast Interceptor Sewer in the Village, per the Recapture Agreement recorded in the Kane County Recorder's Office on January 6, 1997 as Doc. No. 1997K001003.

(d) Owner and PHI shall each pay Heartland Bank and Trust Company ("Heartland Bank"), as successor in interest to the Farms of Hampshire, LLC's interests in and to said recaptures, \$116,920.81 in full and final satisfaction of the amounts set forth in Paragraphs 7(c)(i) and 7(c)(ii) above. Such amounts shall be paid at the Closing contemplated by the Global Settlement Agreement through the Closing Escrow provided Heartland Bank has then deposited into the Closing Escrow a duly-executed release and settlement of all claims in a form reasonably acceptable to the Parties. The Village shall not charge or assess a collection or administrative fee in connection with the payment of said recapture amounts notwithstanding anything to the contrary contained in the recapture agreements described in Paragraphs 7(c)(i) and (ii) above.

(e) Owner shall pay Hampshire Enterprises, Inc. \$32,000.00 in full and final satisfaction of the amount set forth in Paragraph 7(c)(iii) above at the Closing contemplated by the Global Settlement Agreement through the Closing Escrow provided the Farms of Hampshire LLC has then deposited into the Closing Escrow a duly-executed release and settlement of all claims in a form reasonably acceptable to the Parties. The Village shall not charge or assess a collection or administrative fee in connection with the payment of said recapture amounts notwithstanding anything to the contrary contained in the recapture agreement described in Paragraph 7(c)(iii) above.

(f) The Village acknowledges and agrees that except as set forth in this Paragraph 7, no other recapture payments shall be due from Owner or any Unit 1 Owner as a result of or in connection with the development of the Subject Property and that the Village shall not approve any other recapture agreements or adopt any recapture ordinances which burden Owner, a Unit 1 Owner or the Subject Property with additional recapture obligations without the prior written consent of Owner or the affected Unit 1 Owner, which consent may be given or withheld in said party's sole and absolute discretion.

8. Creation of SSA and Issuance of Bonds. With respect to Special Service Area #13 established by the Village pursuant to Paragraph 7 of the Original Development Agreement the Parties acknowledge and agree as follows:

(a) The Village duly proposed and established Special Service Area #13 as described in the Original Development Agreement and special service area bonds in an amount equal to \$12,000,000 were thereafter issued by the Village (the "Series 2007 Bonds"), and the proceeds of said bonds were utilized for the construction of public improvements identified in the Original Development Agreement.

(b) The Series 2007 Bonds are being retired by special taxes levied on a reasonable and rational basis against the property located within the Subdivision. However, by agreement of the Parties and others, \$5,900,000 of the Series 2007 Bonds is being redeemed and the territory comprising Unit 2 is being disconnected by court proceedings and order from Special Service Area #13. After redemption of the aforesaid \$5,900,000 of Series 2007 Bonds the Village will re-issue the Series 2007 Bonds in the amount of \$5,949,000.00.

(c) After redemption of the aforesaid \$5,900,000 of Series 2007 Bonds, the aforesaid disconnection of Unit 2 from Special Service Area #13, and the re-issuance of the Series 2007 Bonds, debt service on the re-issued Series 2007 Bonds shall be paid by special taxes levied on the territory comprising Unit 1 in accordance with the procedures prescribed in the original Bond Ordinance, Village of Hampshire Ordinance No. 07-24; the ordinance authorizing the re-issuance the Series 2007 Bonds, Village of Hampshire Ordinance No. 14-15; and as outlined in the Special Tax Roll and Report for Special Service Area #13 issued from time to time until paid in full.

9. Impact Fees and Transition Fees.

(a) The Village acknowledges that all permit fees, connection fees, impact fees and transition fees have been previously paid in full for the Unfinished Dwelling Units. The Village further acknowledges and agrees that the impact fees and transition fees set forth on **Exhibit "HH"** attached hereto shall apply to the construction of Additional Dwelling Units in Unit 1 to the extent the impact fees and transition fees for such Additional Dwelling Units have not been previously paid. The impact fees and transition fees set forth on **Exhibit "HH"** shall continue in effect without change for a period of four years after the Effective Date of this Amended Agreement; provided that upon expiration of said four year period the impact fees and transition fees applicable to the Subject Property shall be the fees then being generally and lawfully applied by the Village to other properties pursuant to the Village Code. Notwithstanding the foregoing, any increased, other or additional impact fee or transition fee adopted by the Village following the expiration of said four year period shall not apply to Unit 1 until six months after the Village Board approves the same and gives notice of the same to Owner or the Unit 1 Owner then developing the Subject Property, which action may be taken and notice may be given prior to the expiration of said four year period. Notwithstanding the foregoing, in no event shall the impact fees and transition fees identified in **Exhibit "HH"** be higher than the corresponding impact fees or transition fees applicable in the Village on the Effective Date of this Amended Agreement.

(b) Owner shall pay the fees described in the foregoing sub-paragraph (a) at the time of application and as a condition for issuance of a certificate of occupancy for each Additional Dwelling Unit constructed in Unit 1.

(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/or the Original Development Agreement or this Amended Agreement, and Owner shall pay cash in lieu of land therefor as specified on **Exhibit "HH"**.

(d) Monies received pursuant to the Original Development Agreement and/or this Amended Agreement and in particular, the impact fees and land-cash contributions, shall be spent only on improvements that benefit the Subdivision in accordance with law; provided, however, the transportation system fee paid by Owner 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 any person or entity constructing Additional Dwelling Units on the Subject Property shall be required to pay such fee as required by the County ordinance or as otherwise agreed by Kane County.

10. Park Donations.

(a) The Parties hereto acknowledge and agree that all donations of cash and/or land for park purposes have been fully satisfied in relation to Unit 1; and no further contributions of cash or land are or shall be due or owing in connection with or as a result of the development, use or occupancy of the Subject Property.

(b) The Village shall include a provision in the Unit 2 Amended Development Agreement which requires PHI to pay Owner One Hundred Forty-Nine Thousand Five Hundred Dollars (\$149,500.00) at the time of the Closing contemplated by the Global Settlement Agreement. Such sum shall be paid to Owner through the Closing Escrow in full and complete satisfaction of PHI's obligation to reimburse Owner for park impact fees previously paid for and park improvements previously constructed in the Subdivision.

(c) The Village, as of September 5, 2013, has accepted all Park Improvements (as defined in the Original Development Agreement) heretofore constructed on the Park Site depicted on the Preliminary Plan and as depicted on the Landscape Plans. The Village shall maintain those Park Improvements at its sole expense from and after said date of acceptance.

(d) 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 in the Village, including but not limited to Hampshire Highlands Subdivision, towards the Phase Two Park Improvements as described in Exhibit "NN". Construction of the additional Phase Two Park Improvements shall be completed by the Village as soon as practicable when the Village has collected sufficient contributions for park purposes from other developments that will be benefitted by such improvements.

11. Road, Street and Utility Construction Standards.

(a) The Parties acknowledge that streets have been constructed on the Subject Property in the manner depicted on the Unit 1 Final Engineering Plans and in accordance with all required specifications. Owner has conveyed and the Village has accepted said streets and certain other right of way improvements as more specifically referenced in that certain Bill of Sale dated November 15, 2012. Owner shall have no obligation to provide the Village with a maintenance bond for the improvements accepted by the Village as aforesaid. The Village acknowledges that it is responsible to maintain those improvements accepted by the Village which shall include, without limitation, performing snow plowing services in accordance with standard Village practices and procedures. Owner shall not be required to construct or pay for any off-site road improvements in furtherance of or in connection with the development of the Subject Property.

(b) The Parties acknowledge and agree that as of the Effective Date of this Amended Agreement construction of certain improvements has been substantially completed at the intersection of IL 72 and Romke Road, to wit: westbound deceleration lane; eastbound left turn lane; and westbound left turn lane, and that the Village utilized certain letter of credit and escrowed funds on deposit with the Village to pay the costs of such construction. The Village acknowledges and agrees that Owner shall have no further responsibility for the costs of constructing improvements to the intersection of IL 72 and Romke Road and that it shall be the

obligation of PHI as owner of Unit 2, or of any other Unit 2 Owner, at the sole cost and expense of PHI or such other Unit 2 Owner, to construct the eastbound deceleration lane (for traffic turning south onto Romke Road) depicted on the Preliminary Plan (**Exhibit "BB"**), which construction such party shall undertake, or cause to be undertaken, at the time of development of any portion of the area in the Subdivision lying south of IL 72.

(c) Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, following issuance of the first building permit for an Additional Dwelling Unit to be constructed on the Subject Property, Owner or the applicable Unit 1 Owner shall perform the following tasks:

(i) Inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site.

(ii) Periodically mow weeds, pick up trash and debris, and repair and replace soil erosion control fencing so as to comply with applicable Village regulations.

(iii) 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."

(d) In the event Owner or any Unit 1 Owner fails to mow weeds, pick up debris or repair or replace soil erosion control fencing as reasonably required in accordance with the provisions of this Amended Agreement, or within 24 hours after receipt of notice from the Village of failure by Owner or any Unit 1 Owner to comply with the provisions of this Amended Agreement, then the Village may perform, or contract with others to perform, such undertaking and deduct from the applicable Site Control Escrow the costs thereof. Owner and any Unit 1 Owner, as the case may be shall, within 15 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 Dollar (\$5,000.00) balance.

(e) All sums then remaining on deposit with the Village in the Site Control Escrow pursuant to this Paragraph shall be returned to Owner or the applicable Unit 1 Owner, as the case may be, upon issuance of the final certificate of occupancy for Additional Dwelling Units in Unit 1.

(f) The Village acknowledges that, by Village Resolution No. 12-16, the Village accepted the street lighting, sidewalks and parkway trees that were previously constructed in Unit 1 and that the Village assumed responsibility for the maintenance of such improvements from and after the date of said Resolution. Owner acknowledges, notwithstanding the foregoing, that Unit 1 Owners shall remain responsible for the completion of the street lighting work described in the Updated Punch List.

(g) With the exception of the work identified on the Updated Punch List, street signs, traffic control signs, and streetlights have been installed in accordance with the Unit 1 Final Engineering Plans. No sidewalk in any phase of 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. Sidewalks shall be constructed in conjunction with construction of each residence as set out in Paragraph 12(g)(iv) below. A mailbox shall be provided in accordance with **Exhibit "JJ"** as a condition of issuance of a certificate of occupancy for each Additional Dwelling Unit constructed in Unit 1. Fences shall be erected only in compliance with **Exhibit "JJ"**.

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

(a) In the event the owner of an adjacent property ("Adjacent Property Owner") requires connection to any water main and/or sanitary sewer lines located on the Subject Property, and in the event that Owner has not at the time extended the same to the boundary line of the Subject Property, then upon the Village's request, Owner shall grant a right of access onto the Subject Property to such Adjacent Property Owner to allow such connection to be constructed by the Adjacent Property Owner. Such right of access shall be conditioned on the Adjacent Property Owner delivering to Owner adequate insurance and indemnity. The cost of extending any such water mains or sanitary sewer lines to the boundary of Owner's property, as certified by the Village Engineer, shall be borne by the Adjacent Property Owner. Nothing herein shall require Owner to construct water mains and sanitary sewer lines to the boundaries of the Subject Property.

(b) Notwithstanding anything to the contrary set forth herein, as to any and all improvements constructed (or, partially constructed) in Unit 1 prior to the Effective Date of this Amended Agreement, the following shall govern:

i) The Parties acknowledge and agree that the Village Engineer previously issued a punch list in regard to all such work, dated October 6, 2009.

ii) The Village Engineer has re-inspected said improvements and issued an Updated Punch List for all work previously included in the Final Engineering Plans, and constructed as part of or in support of Unit 1, but specifically excluding any sidewalk to be constructed and/or any parkway trees to be planted immediately adjacent to any lot which is intended for construction of a Dwelling Unit, which Updated Punch List supersedes the 2009 punch list and is attached hereto as **Exhibit "LL"** (the "Updated Punch List").

iii) The Village, using monies deposited in the Tuscany Woods Construction Escrow Account free and clear of any and all claim of Owner or any Unit 1 Owner may assert in relation to said monies, and without any additional contribution of monies from Owner, shall complete the work items identified on the Updated Punch List except as otherwise specified in this Amended Agreement and other than (a) the sidewalks to be constructed, parkway trees to be planted, and the parkway areas to be seeded immediately adjacent to any Lot which is intended for construction of an Additional Dwelling Unit; (b) the landscaping required to be planted on Lots 1029, 1030 and 1031 (i.e., adjacent to Jake Lane); and (c) the street lights required to be installed as set forth on the Updated Punch List.

iv) Subject to the provisions of Paragraph 17(c) below, sidewalks to be constructed, parkway trees to be planted, and parkway areas to be seeded immediately adjacent to any Lot on which an Additional Dwelling Unit is to be constructed shall be constructed,

planted, and/or seeded, respectively, by Unit 1 Owners prior to the Village's issuance of a Certificate of Occupancy for such Additional Dwelling Unit, and after such improvements have been completed to the satisfaction of the Village Engineer, the Village shall accept such improvements for ownership and maintenance thereof.

v) A Unit 1 Owner shall undertake the landscaping improvements required for Lots 1029, 1030 and 1031 (i.e., adjacent to Jake Lane), as described on the Updated Punch List, in connection with and at the time of said party's development of all or any portion of the Subject Property. The Parties acknowledge that PHI is to pay Owner \$26,997.25 as its share of the cost of installing said landscaping improvements at the Closing contemplated by the Global Settlement Agreement through the Closing Escrow.

vi) Upon closing on a sale of all or any portion of the Subject Property, including the Unfinished Dwelling Units, a Unit 1 Owner shall post performance and payment security for the estimated cost of completing the following work items listed on the Updated Punch List:

- 1) The storm sewer described in Paragraph 6(e) above;
- 2) The street lights described in Paragraph 11(f) above; and
- 3) The Jake Lane landscaping described in Paragraph 12(b)(v) above.

The security shall be in the form of a bond or a letter of credit, as the Unit 1 Owner may elect, provided, however, that the form of said bond or letter of credit shall be subject to the review and approval of the Village attorney, which approval shall not be unreasonably withheld or delayed.

(c) The Village agrees that the Unit 2 Amended Development Agreement shall require PHI, its successors and assigns, to covenant that to the extent PHI, its successors and assigns, as the case may be, have an ownership interest in any public improvements presently serving or intended to serve the Subject Property as contemplated in the Preliminary Plan or the Unit 1 Final Engineering Plans, neither PHI nor its successors and assigns shall obstruct Owner's ability to freely utilize such public improvements.

(d) The Parties agree that Owner and any Unit 1 Owner covenant that to the extent Owner or any Unit 1 Owner, as the case may be, have an ownership interest in any public improvements presently serving or intended to serve the Unit 2 Property as contemplated in the Preliminary Plan or the Unit 1 Final Engineering Plans, respectively, neither Owner nor any Unit 1 Owner shall obstruct any Unit 2 Owner's ability to freely utilize such public improvements.

13. Site Development Work/Temporary Facilities/Interim Uses/Wetlands.

(a) Unit 1 Owners shall have the right to install or erect up to two pre-sale trailers and two construction office trailers, with parking lots, 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, and provided further that the location of any trailers shall be subject to Village staff approval, which approval shall not be unreasonably

withheld or delayed.

(b) Unit 1 Owners shall have the right to construct not more than two model homes areas for each of the three product types offered at the Subject Property, with each model home area having not more than four structures each, subject to the approval by the Village's Building Department of the construction plans therefor. In conjunction with the construction, use, and maintenance of the model homes, Unit 1 Owners shall have the right to 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 or delayed. Unit 1 Owners shall have the right to maintain model homes on the Subject Property until all of the lots on the Subject Property have been conveyed to individual homebuyers.

(c) Unit 1 Owners shall have the right 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. Unit 1 Owners shall have the right 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.

(d) 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.

(e) 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.

(f) No model homes shall be utilized by any Unit 1 Owner for sales purposes unless and until a permit for occupancy as a model shall have been issued by the Village. Should any such model home be sold for occupancy as a residence, a Unit 1 Owner shall apply for and obtain a permanent certificate of occupancy prior to closing of the sale. The foregoing notwithstanding, the Village agrees that if a model home complies with Village building codes in existence on the date the building permit for said model home was issued, any changes in such codes enacted prior to the time an application for a permanent certificate of occupancy is submitted to the Village shall not be applicable to such model home.

(g) The Parties agree that certain work has previously been undertaken pursuant to a permit issued by the Army Corps of Engineers ("the ACOE") for wetlands in the Subdivision. The Village has no jurisdiction over such permit or work required pursuant thereto. Unit 2 Owners shall be responsible for any and all work in the Subdivision required by the ACOE in relation to any such wetlands; and neither Owner nor any Unit 1 Owner shall have any responsibility for same.

(h) The Parties agree that certain soil erosion control measures were previously undertaken in Unit 1 in support of development there, and future residential construction and/or development activities in Unit 1 may from time to time require additional soil erosion control measures. Unit 1 Owners, in their construction of Additional Dwelling Units on the Subject Property, shall be responsible for undertaking, at their expense, all soil erosion control measures required to maintain compliance with the Unit 1 NPDES permit.

(i) The Village agrees that it will not halt work in or refuse to issue any building permit for a Dwelling Unit in Unit 1 because of a default by PHI or any Unit 2 Owner in regard to work to be performed by PHI or any Unit 2 Owner in relation to wetlands in the Subdivision or any other matter specified in this Amended Agreement or the Unit 2 Amended Development Agreement that remains the responsibility of either PHI or Unit 2 Owners.

14. Architectural Review. In lieu of the requirements in Section 5-2-1 of the Village Code, each Unit 1 Owner shall apply and enforce the following architectural improvement standards throughout the Subject Property:

(a) In the event two adjacent homes having the same floor plan are constructed on one side of a street within the Subject Property, each home shall have a different elevation. The difference in elevation shall be measured in terms of roofline and fenestration. In addition, homes having the same elevation shall not be constructed “directly across the street” from one another. However, homes having like elevations may be erected “directly 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 lots, no duplication of elevations shall occur.

(b) Exterior siding color shall not be repeated within two homes constructed on consecutive lots on one side of the street or on lots located “directly across the street” from one another. 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 to the Landscape Plans (**Exhibit “DD”**).

(d) The Village is informed that certain Covenants, Conditions, and Restrictions (the “CCR’s”) have been adopted by a previous owner of the Subject Property, which CCR’s in part govern architectural standards in Unit 1. The Village agrees that such CCR’s are private covenants, conditions and restrictions to which the Village is not a party and that the Village will not withhold issuance of any building permit or certificate of occupancy on account of any alleged violation of the CCR’s so long as Owner or a Unit 1 Owner has met the obligations of this Amended Agreement.

15. Building Permits/Unfinished Dwelling Units.

(a) Unit 1 Owners shall have the right to submit master building blueprints or plans for the various types of designs of Additional Dwelling Units 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 15 days, or such other time as may be agreed between the parties. If the Village does not approve the master building blueprints or plans it shall, with specificity, give notice to such Unit 1 Owner of the elements of said blueprints or plans which do not conform to applicable Village codes and ordinances.

(b) With respect to the Unfinished Dwelling Units in Unit 1, the Parties agree as follows:

i. Inspection of Unfinished Dwelling Units and Unfinished Townhome Buildings. Prior to the Effective Date of this Amended Agreement the Village has issued its Initial Inspection Report regarding the 10 Unfinished Single Family Dwelling Units and the 36 Unfinished Townhome Dwelling Units to determine the Unfinished Dwelling Unit Work. The Parties acknowledge and agree that the Initial Inspection Report represents a comprehensive and final itemization of the Unfinished Dwelling Unit Work. Owner acknowledges that the Village utilized third party consultants to undertake its building inspections and that, in connection therewith, Owner shall be responsible for those costs referenced in sub-paragraph (ii) below.

ii. Establishment of Building Permit Fees. The Village agrees that original building permit fees were paid for the Unfinished Dwelling Units as and to the extent indicated on Exhibit "RR" and that the Village's costs and expenses in producing the Initial Inspection Report and in inspecting the Unfinished Dwelling Unit Work following completion thereof by Unit 1 Owners shall be no greater than the costs set forth in that certain proposal dated September 18, 2012 from BF Technical Code Services, Inc., a copy of which is on file with the Village. Said costs shall be equally allocated among the Unfinished Dwelling Units as identified in Exhibit "PP" hereinabove referred to. Except as provided in said proposal, no additional sewer or water connection fees, building permit fees, impact fees, transition fees or other fees shall be assessed by the Village as a condition precedent to the issuance of a new building permit or a certificate of occupancy for an Unfinished Dwelling Unit.

iii. Issuance of Building Permits to Complete Unfinished Dwelling Unit Work. For so long as this Amended Agreement is in effect the Village shall issue building permits to Unit 1 Owners to complete the Unfinished Dwelling Unit Work for each Unfinished Dwelling Unit not later than five days after a Unit 1 Owner submits to the Village a proper application therefor and pays the Village the applicable fee pursuant to Exhibit "PP". Subject to Paragraph 12(b) above, the Village further agrees to

issue building permits for Unfinished Dwelling Units irrespective of the fact that (i) work specified on the Updated Punch List remains outstanding, and (ii) other fees and costs owed to the Village may remain outstanding.

iv. Completion of Work. Unit 1 Owners shall complete the Unfinished Dwelling Unit Work for any Unfinished Dwelling Unit for which it is issued a new building permit, or cause such Unfinished Dwelling Unit Work to be completed, not later than six months following the date of permit issuance.

(c) Unit 1 Owners may request a temporary certificate of occupancy for any Unfinished Dwelling Unit or Additional Dwelling Unit, upon completion, subject to the requirements of Paragraph 17(c) below.

16. Signage.

(a) Owner or any Unit 1 Owner shall be permitted to install temporary illuminated signage on the Subject Property as set forth in this Paragraph, 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. Two double-faced marketing signs for the Subject Property shall be permitted on the Subject Property, one of which shall not exceed 72 square feet per face and be located at or near Illinois Route 72, Runge Road and/or Romke Road, and the other shall not exceed 32 square feet per face. Such signs may be erected immediately after approval of this Amended Agreement. No more than these two signs will be permitted on the Subject Property. The precise location of the signs shall be subject to the prior approval of Village staff which approval shall not be unreasonably withheld or delayed. These signs, or any one of them, may be converted at any time to announce the sale of Dwelling Units 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 homebuyers. All signage and model homes shall be used only to market the sale of Dwelling Units being constructed on the Subject Property and for no other project.

(b) Owner or any Unit 1 Owner shall have the right (but shall not be obligated) to install one illuminated single or double-faced community identification ground sign, not exceeding eight feet in height or 160 square feet per face at any point of access to the Subject Property along all access points on Illinois Route 72, Runge Road and Romke Road; provided, such sign shall be located on private property in a properly established easement or outlot and may not be located closer than five 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 or delayed. At the time of submission of such construction plans, Owner or said Unit 1 Owner 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 10 days. No more than this one illuminated sign will be permitted on the Subject Property.

(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, Owner or any Unit 1 Owner shall have the right to erect such larger number or size.

(d) Nothing in this Paragraph shall limit the right of Owner or any Unit 1 Owner 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 Owner or a Unit 1 Owner.

(f) Owner or any Unit 1 Owner 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. No more than three such temporary community identification flags will be permitted on the Subject Property.

17. Occupancy Certificates.

(a) The Village agrees to perform a final inspection within two days of a request for said final inspection. The Village agrees to issue Certificates of Occupancy within 10 days after the application therefor or to issue a Letter of Denial within said period of time informing the requesting party 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 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 Dwelling Units shall be issued by the Village when weather conditions have not permitted the related improvements, such as landscaping, foundation plantings, driveways, public sidewalks, private walkways, topsoil re-spread, sod, parkway trees and seeding to be completely finished, provided that such Dwelling Units and in the case of a townhome building housing more than one Dwelling Unit, such building and related structures are otherwise in a substantially completed condition and are fit for habitation. As a condition of issuance of such temporary certificate of occupancy, Unit 1 Owners shall deposit with the Village Clerk a sum sufficient to secure completion of the related improvements in accordance with the schedule of deposits attached hereto and incorporated herein as Exhibit "MM" for each Dwelling Unit for which a temporary certificate of occupancy is requested. Said deposit shall secure construction/installation of such improvements adjacent to the applicable lot and any other work to be performed on the lot. Not later than 14 days after satisfactory completion of such improvements as to any lot or lots, the Village shall return the deposit to the person who made the deposit.

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

(e) As to any Unfinished Dwelling Units, Owner or any Unit 1 Owner shall give notice to the Village when it has completed the Unfinished Dwelling Unit Work, or any specifically identified portion of the Unfinished Dwelling Unit Work for a given Unfinished

Dwelling Unit. Promptly following the effective date of such notice the Village shall cause its building inspectors to re-inspect the Unfinished Dwelling Unit to determine if the applicable Unfinished Dwelling Unit Work has been properly completed. If the inspectors confirm that the applicable Unfinished Dwelling Unit Work has been properly completed, they shall promptly (1) notify Owner or the Unit 1 Owner, as the case may be, that further work may proceed on the Unfinished Dwelling Unit in question, or (2) upon completion of all applicable Work notify the Village of such fact and the Village shall, not later than five days after it receives such notice and at no additional expense to Owner or the Unit 1 Owner, as the case may be, issue a certificate of occupancy for such Unfinished Dwelling Unit. Issuance of a temporary certificate of occupancy shall be subject to sub-paragraph (c) above.

18. Village Codes and Ordinances.

Except as specifically modified in or varied by the Unit 1 Final Plat, the Unit 1 Engineering Plans, the Landscape Plans or the provisions of this Amended Agreement, and continuing in effect for a period of four years from and after the Effective Date of this Amended Agreement, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village in effect as of the Effective Date of this Amended Agreement. Upon the expiration of said four year period, except as specifically modified in or varied by the Unit 1 Final Plat, the Unit 1 Engineering Plans, the Landscape Plans or the provisions of this Amended Agreement, the Subject Property shall be developed in compliance with all ordinances, codes and regulations of the Village then in effect and in effect from time to time thereafter, provided, however, that the application of any such ordinance, regulation or code shall not:

- (a) result in a reduction in the number of residential building lots or Dwelling Units previously approved for the Subject Property;
- (b) alter or eliminate any of the ordinance departures provided for in this Amended Agreement; 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 Owner 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.

19. Defense.

The Village and Owner agree to cooperate with each other in the defense of any lawsuits or claims brought against Owner and/or the Village by any person or persons in regard to any of the following matters relating to the Subject Property or any portion thereof: i) the Original Development Agreement or this Amended Agreement; ii) the annexation of the Subject Property to the Village; iii) the zoning or subdivision of the Subject Property; iv) Special Service Area #13; v) the Special Service Area #13 Series 2007 Bonds; or vi) any suit for condemnation for all

or any portion of the Subject Property brought by any other governmental body. Each Party shall be responsible for their own legal fees and costs in defending against any such claims, and each Party shall be responsible only for any settlement or judgment agreed by or imposed upon such Party.

20. Reimbursement of Village Review Costs and Consultant Fees.

(a) At the Closing contemplated by the Global Settlement Agreement Owner shall reimburse the Village, through the Closing Escrow, \$ 184,265.60 in full and final satisfaction of professional services incurred by the Village in relation to Unit 1 prior to the Effective Date of this Amended Agreement.

(b) The Parties acknowledge that the sum due the Village for the Village's prosecution of a complaint for foreclosure in regard to delinquent taxes on Unit 2 has been or are to be reimbursed to the Village pursuant to the terms and provisions of the Global Settlement Agreement.

21. Term of Agreement. This Amended Agreement shall remain in full force and effect until the earlier to occur of (in either case, the "Term"):

- (a) the issuance of the last certificate of final occupancy by the Village for the last Additional Dwelling Unit to be constructed on the Subject Property, and
- (b) the 20-year anniversary of the Effective Date of this Amended Agreement.

22. Amendments. The Village and Owner, by mutual consent, may agree in writing to amend the terms and provisions of this Amended 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 effect such amendment. No purported oral amendment to this Amended Agreement shall be binding or enforceable. The Village agrees that, without Owner's prior written consent which may be given or withheld in Owner's sole discretion, it shall not approve or execute any amendment to the Unit 2 Amended Development Agreement which in any way modifies, eliminates or amends the obligations of PHI and Unit 2 Owners specified in the following provisions of this Amended Agreement: Paragraph 4(d) regarding the Connecting Sewer Main; Paragraph 4(i) regarding funds to be paid to Hampshire East, LLC; Paragraph 5(c) regarding the installation of the Pressure Reducing Valve; Paragraph 6(a) regarding the detention/retention basins; Paragraph 13(g) regarding wetlands; and Paragraph 13(h) regarding erosion control.

23. Notices. 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 South State St.
P.O. Box 457
Hampshire, IL 60140-0457
Attention: Village Clerk

With a copy to: Bazos, Freeman, Kramer, Schuster & Braithwaite LLC

1250 Larkin Avenue - Suite 100
Elgin, IL 60123
Attention: Mark Schuster

To Owner: Tuscany Woods Holdings, Inc.
c/o U.S. Bank
Mail Code MK-IL-CMOP
28 West Madison Street
Oak Park, IL 60302
Attention: Claudia Marciniak, Vice President

With copies to: Meltzer Purtill & Stelle, LLC
1515 E. Woodfield Road, Suite 250
Schaumburg, IL 60173-5431
Attention: Harold W. Francke

and DLA Piper LLP (US)
203 N. LaSalle Street, Suite 1500
Chicago, IL 60601-1293
Attention: Matthew Klepper

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

24. Mutual Assistance.

(a) The Parties and Unit 1 Owners shall do all things necessary or appropriate to carry out the terms and provisions of this Amended Agreement and to aid and assist each other in carrying out the terms and objectives of this Amended Agreement and the First Sewer Expansion Recapture 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 Amended Agreement and the First Sewer Expansion Recapture Agreement and as may be necessary to give effect to the terms and objectives of this Amended Agreement and the First Sewer Expansion Recapture 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 Subdivision and facilities in and on the Subject Property or for the provision of services to residents of the Subdivision, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities.

(c) The Village shall grant to Owner 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. Owner agrees to promptly repair and replace any Village property damages or disturbed by reason of Owner's work in connection with the foregoing, in a manner satisfactory to the Village.

25. Remedies.

(a) This Amended Agreement may be enforced by either Party or by an appropriate action at law or in equity to secure the performance of the terms of this Amended 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. Notwithstanding anything herein to the contrary, the Village may pursue the remedy of specific performance only against successor Unit 1 Owners. The Village acknowledges that it hereby waives its right of specific performance against TWHI as owner of the Subject Property.

(b) No action taken by either Party hereto pursuant to the provisions of this Paragraph or pursuant to the provisions of any other paragraph of this Amended Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amended 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 either Party shall fail to perform any of its material obligations hereunder and the other Party has given written notice of such default to the defaulting Party, and such defaulting Party fails to cure such default within 30 days of such default notice (provided, however, that said 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 non-defaulting Party 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.

(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 the other Party imposed shall not constitute or be construed as a waiver or relinquishment of said 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 Amended Agreement to be performed hereunder by either 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 where 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. If, under the aforesaid circumstances, the Village

does issue a stop work order such order shall set forth in detail the reasons for its issuance and cite the provisions of law on which the Village is relying in issuing the order. Upon correction of the defect and a request to the Building Inspector for a re-inspection, the Village shall re-inspect within one day whenever reasonably possible, and as soon as practicable in any event, and if the defect is cured, the Village shall withdraw the stop work order. In the event a "Fail Notice/Partial Stop" work order is issued by the Village Building Inspector, the other trades shall have the right to continue work. Upon correction of the defects and the request to the Building Inspector for a re-inspection, the Village shall re-inspect within one day whenever reasonably possible, and as soon as practicable in any event, and if the defect is cured the Village shall withdraw the "Fail Notice/Partial Stop" work order. In the event the portion of the Subject Property is owned by multiple owners the stop work order shall only be directed to the owner responsible for the violation and to the unit or the portion of the development where the violation exists. A stop work order on any one or more Dwelling Units in Unit 1 shall not serve as the basis for a stop work order on any other Dwelling Unit in Unit 1.

26. Successors and Assigns.

(a) This Amended Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, transferees and assigns (each successor, transferee and assign of Owner being a "Unit 1 Owner") (including, without limitation, successor purchasers, grantees and transferees of the Subject Property or any part thereof, and successor corporate authorities of the Village). To this end this Amended Agreement shall run with the land. Specifically, but without limitation and to the extent provided by law, the obligations imposed on Owner and any Unit 1 Owner pursuant to this Amended Agreement shall be binding upon successor owners of any lots in Unit 1 who may acquire title to such lots by means of Tax Deed or by deed from the County of Kane. Notwithstanding the foregoing, the provisions of this Amended Agreement shall not be binding upon individual purchasers of Dwelling Units for which final certificates of occupancy have been issued by the Village.

(b) Notwithstanding and in addition to the foregoing, the Village acknowledges that Owner does not intend to act as a builder or developer of any portion of the Subject Property, but intends rather to sell and convey all or any portion of the Subject Property to third parties for construction and/or development, and Owner acknowledges that each such builder and/or Unit 1 Owner must comply with all of the terms of this Amended Agreement. If Owner does transfer and assign its rights and delegates its obligations under this Amended Agreement to a third party for all or any portion of the Subject Property, and if Owner, by notice, provides the Village Clerk the name and address of such third party and identifies the portion of the Subject Property that has been transferred, and if Owner delivers to the Village Clerk: (i) written evidence of such party's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event Owner shall no longer have any liability or responsibility for the obligations which have been so transferred. Individual purchasers of Dwelling Units for which a final certificate of occupancy is hereafter issued by the Village are excluded from this notice requirement, the Village acknowledging and agreeing that such purchasers need not assume any of Owner's obligations under this Amended Agreement.

27. No Liability of Corporate Authorities. Owner acknowledges and agrees that the individuals who are members of the corporate authorities entering into this Amended Agreement have each done so in his or her corporate capacity and shall have no personal liability whatsoever

for such action. The Village acknowledges and agrees that the individuals who are executing this Amended Agreement on behalf of Owner have each done so in his or her legal corporate capacity and that neither they nor any officer or director of Owner or U.S. Bank, N.A. shall have any personal liability whatsoever for taking such action or under this Amended Agreement.

28. Counterparts. This Amended 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.

29. No Cross-Default. Neither Owner nor any Unit 1 Owner shall be denied any appropriate request for issuance of any building permit or issuance of any certificate of occupancy for any Dwelling Unit to be constructed on the Subject Property on the basis of any then-existing default of either PHI or any Unit 2 Owner.

30. Severability. If this Amended 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 Owner mutually deem the provision to be material to this Amended Agreement. The Village and Owner 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.

31. Integration. This Amended Agreement constitutes the entire understanding of the Parties relative to the zoning, subdivision and development of the Subject Property. All prior discussions, understandings and agreements pertaining to such rezoning, subdivision and development are expressly merged into and superseded by this Amended Agreement. This Amended Agreement and the Unit 2 Amended Development Agreement collectively supersede the Original Development Agreement in its entirety.

32. Rules of Construction. In construing this Amended Agreement, plural terms shall be substituted for singular and singular for plural in any place in which the context so requires. The headings, titles, and captions in this Amended Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Amended Agreement. Unless otherwise provided in this Amended Agreement, any reference in this Amended Agreement to "day" or "days" shall mean business days. If the date for the giving of any notice required or permitted to be given, the occurrence of any event, or the performance of any obligation, under this Amended Agreement falls on a Saturday, Sunday, or federal holiday, then the notice, occurrence or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

IN WITNESS WHEREOF, the Parties have signed this Amended Agreement on the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF HAMPSHIRE

By: _____
Jeffrey R. Magnussen
Village President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

Date: _____

TUSCANY WOODS HOLDINGS, INC.

By: _____

Its: VICEPRESIDENT

Date: 4/18/14

IN WITNESS WHEREOF, the Parties have signed this Amended Agreement on the dates set forth below their respective signatures, to be effective as of the Effective Date.

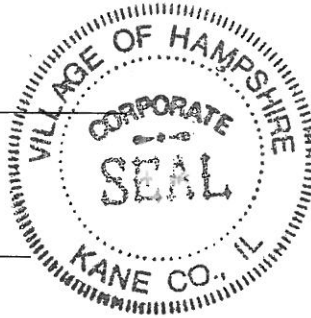
VILLAGE OF HAMPSHIRE

By: Jeffrey R. Magnussen
Jeffrey R. Magnussen
Village President

ATTEST:

By: Linda Vasquez
Linda Vasquez
Village Clerk

Date: 5-28-11



TUSCANY WOODS HOLDINGS, INC.

By: _____

Its: _____

Date: _____

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CLAUDIA MARCINIAK, VICE PRESIDENT of Tuscany Woods Holdings, Inc. an Illinois Corporation, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of the corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 18th day of April, 2014.



Julie Ann Ward
 Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey R. Magnussen, Village President, and Linda Vasquez, Village Clerk, of the Village of Hampshire, Inc. an Illinois Municipal Corporation, personally known to be the same persons whose names are subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that they each signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, 2014.

 Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, _____ of Tuscany Woods Holdings, Inc. an Illinois Corporation, personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of the corporation for the uses and purposes therein set forth.

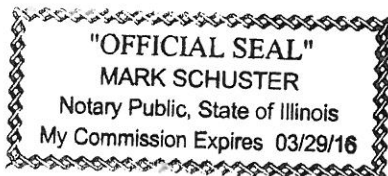
GIVEN under my hand and Notarial seal this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey R. Magnussen, Village President, and Linda Vasquez, Village Clerk, of the Village of Hampshire, Inc. an Illinois Municipal Corporation, personally known to be the same persons whose names are subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that they each signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 28th day of may, 2014.



Mark Schuster
Notary Public

LIST OF EXHIBITS

AA	Legal Description of Unit 1 Property
BB	Preliminary Plan
CC	Unit 1 Final Engineering Plans
DD	Landscape Plans
EE	Form of Amendment to Hampshire Creek Interceptor Sewer Recapture Agreement
FF	Intentionally deleted
GG	Form of Deed for Conveyance of Detention/Retention Basins
HH	Impact Fees and Transition Fees Payable for Additional Dwelling Units
II	Intentionally deleted
JJ	Streetlights, Street Signs, Mailboxes, Traffic Signs, and Fence Standards
KK	Bike Path and Sidewalk Exhibit
LL	Updated Punch List
MM	Schedule of Deposits for Temporary Occupancy
NN	Phase II Park Improvements (5 pages)
OO	Unit 1 Final Plat of Subdivision
PP	List of Unfinished Dwelling Units
QQ	Location of Unfinished Dwelling Units

LIST OF EXHIBITS

AA	Legal Description of Unit 1 Property
BB	Preliminary Plan
CC	Unit 1 Final Engineering Plans
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EE	Form of Amendment to Hampshire Creek Interceptor Sewer Recapture Agreement
FF	Form of Amendment for First Water Expansion Project Recapture Agreement
GG	Form of Deed for Conveyance of Detention/Retention Basins
HH	Impact Fees and Transition Fees Payable with respect to Subject Property
II	Connecting Sewer Main – Sewer Utility Exhibit
JJ	Streetlights, Street Signs, Mailboxes, Traffic Signs, and Fence Standards
KK	Bike Path and Sidewalk Exhibit
LL	Updated Punch List
MM	Schedule of Deposits for Temporary Occupancy
NN	Phase II Park Improvements
OO	Unit 1 Final Plat of Subdivision
PP	List of Unfinished Dwelling Units
QQ	Location of Unfinished Dwelling Units
RR	Impact Fees and Transition Fees Previously Paid

EXHIBIT A

Parcel 1

R-2 Zoned Parcel

The South Half of the Southwest Quarter of Section 23, except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, in Township 42 North, Range 6 East of the Third Principal Meridian;

The Southwest Quarter of the Southeast Quarter 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, in Township 42 North, Range 6 East of the Third Principal Meridian;

The Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian;

The West Half of the Northeast Quarter, and the West Half of the Northeast Quarter of the Northeast Quarter, of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian;

The Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian;

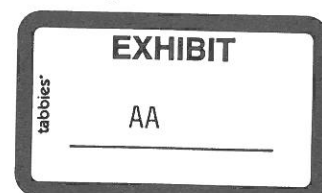
Except therefrom the following described parcels:

That part of the Northwest Quarter and of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 2,047.72 feet to the Place of Beginning; thence North 00 degrees 12 minutes 09 seconds West 226.00 feet; thence South 89 degrees 47 minutes 51 seconds West 40.81 feet to a Point of Curvature; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 118.00 feet, having a chord bearing of North 45 degrees 12 minutes 09 seconds West, a distance of 185.35 feet to a Point of Tangency; thence North 00 degrees 12 minutes 09 seconds West 80.00 feet; thence North 89 degrees 47 minutes 51 seconds East 496.81 feet; thence North 00 degrees 12 minutes 09 seconds West 186.00 feet; thence North 89 degrees 47 minutes 51 seconds East 297.00 feet; thence South 00 degrees 12 minutes 09 seconds East 610.00 feet to the South line of said Northwest Quarter of Section 26; thence South 89 degrees 47 minutes 51 seconds West along the South line of said Northwest Quarter of Section 26 a distance of 635.00 feet to the Place of Beginning; said Parcel of land herein described contains 8.1023 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Also except that part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 344.65 feet; thence North 00 degrees 12 minutes 09



seconds West 50.00 feet to the Place of Beginning; thence North 00 degrees 12 minutes 09 seconds West 50.00 feet; thence North 46 degrees 54 minutes 37 seconds East 238.47 feet; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 123.00 feet, having a chord bearing of North 27 degrees 42 minutes 47 seconds West, a distance of 66.02 feet; thence South 77 degrees 39 minutes 50 seconds West 154.00 feet; thence North 07 degrees 30 minutes 53 seconds West 48.62 feet; thence North 00 degrees 12 minutes 09 seconds West 103.00 feet; thence North 07 degrees 44 minutes 10 seconds East 76.51 feet; thence North 31 degrees 22 minutes 45 seconds East 149.96 feet; thence North 62 degrees 47 minutes 20 seconds East 149.96 feet; thence North 84 degrees 08 minutes 44 seconds East 54.56 feet; thence North 89 degrees 47 minutes 51 seconds East 391.41 feet; thence South 00 degrees 12 minutes 09 seconds East 427.00 feet; thence North 89 degrees 47 minutes 51 seconds East 513.00 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 57.00 feet, having a chord bearing of North 85 degrees 21 minutes 22 seconds East, a distance of 8.84 feet; thence South 09 degrees 05 minutes 07 seconds East 96.00 feet; thence South 00 degrees 12 minutes 09 seconds East 144.84 feet; thence South 89 degrees 47 minutes 51 seconds West 1,192.88 feet to the Place of Beginning; said Parcel of land herein described contains 12.1667 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Also except that part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet; thence North 89 degrees 45 minutes 11 seconds East 246.72 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 64 degrees 00 minutes 14 seconds East, a distance of 233.69 feet to a Point of Tangency; thence North 38 degrees 15 minutes 18 seconds East 97.02 feet to the Place of Beginning; thence North 38 degrees 15 minutes 18 seconds East 212.46 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 590.00 feet, having a chord bearing of North 64 degrees 01 minute 35 seconds East, a distance of 530.76 feet to a Point of Tangency; thence North 89 degrees 47 minutes 51 seconds East 263.57 feet to a Point of Curvature; thence Southeasterly along the arc of a curve concave to the Southwest, having a radius of 390.00 feet, having a chord bearing of South 66 degrees 33 minutes 51 seconds East, a distance of 321.80 feet to a Point of Tangency; thence South 42 degrees 55 minutes 33 seconds East 152.80 feet; thence South 47 degrees 04 minutes 27 seconds West 120.00 feet to a Point of Curvature; thence Southwesterly along the arc of a curve concave to the Southeast, having a radius of 117.00 feet, having a chord bearing of South 26 degrees 08 minutes 00 seconds West, a distance of 85.52 feet; thence South 89 degrees 47 minutes 51 seconds West 66.52 feet; thence North 76 degrees 23 minutes 33 seconds West 82.28 feet to a Point of Curvature; thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 117.00 feet, having a chord bearing of North 83 degrees 17 minutes 51 seconds West, a distance of 28.20 feet to a Point of tangency; thence South 89 degrees 47 minutes 51 seconds West 354.15 feet to a Point of Curvature; thence Southwesterly along the arc of a curve concave to the Southeast, having a radius of 219.00 feet, having a chord bearing of South 64 degrees 01 minute 35 seconds West, a distance of 197.01 feet to a Point of Tangency; thence South 38 degrees 15 minutes 18 seconds West 208.44 feet; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 283.00 feet, having a chord bearing of North 56 degrees 34 minutes 44 seconds West, a distance of 47.75 feet to a Point of Tangency; thence North 51 degrees 44 minutes 42 seconds West 323.47 feet

to the Place of Beginning; said Parcel of land herein described contains 9.6392 acres, more or less, in the Village of Hampshire, Kane County, Illinois

Also except that part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet; thence North 89 degrees 45 minutes 11 seconds East 118.52 feet to the Place of Beginning; thence North 89 degrees 45 minutes 11 seconds East 128.20 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 64 degrees 00 minutes 14 seconds East, a distance of 233.69 feet to a Point of Tangency; thence North 38 degrees 15 minutes 18 seconds East 97.02 feet; thence South 51 degrees 44 minutes 42 seconds East 323.47 feet to a Point of Curvature; thence Southeasterly along the arc of a curve concave to the Northeast, having a radius of 283.00 feet, having a chord bearing of South 56 degrees 34 minutes 44 seconds East, a distance of 47.75 feet; thence North 38 degrees 15 minutes 18 seconds East 208.44 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 219.00 feet, having a chord bearing of North 64 degrees 01 minute 35 seconds East, a distance of 197.01 feet to a Point of Tangency; thence North 89 degrees 47 minutes 51 seconds East 335.98 feet; thence South 00 degrees 12 minutes 09 seconds East 1,216.90 feet; thence South 89 degrees 47 minutes 51 seconds West 444.00 feet; thence North 00 degrees 12 minutes 09 seconds West 427.00 feet; thence South 89 degrees 47 minutes 51 seconds West 391.41 feet; thence South 84 degrees 08 minutes 44 seconds West 54.56 feet; thence North 11 degrees 54 minutes 39 seconds East 155.32 feet; thence North 37 degrees 26 minutes 17 seconds East 126.01 feet; thence North 51 degrees 44 minutes 42 seconds West 251.35 feet; thence South 38 degrees 15 minutes 18 seconds West 112.00 feet; thence North 85 degrees 21 minutes 26 seconds West 61.24 feet; thence North 51 degrees 44 minutes 42 seconds West 174.39 feet; thence South 89 degrees 45 minutes 11 seconds West 80.71 feet; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 04 degrees 07 minutes 04 seconds East, a distance of 39.61 feet to a Point of Tangency; thence North 00 degrees 14 minutes 49 seconds West 129.18 feet to the Place of Beginning; said Parcel of land herein described contains 21.4073 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Also except that part of the Northwest Quarter and of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 2,642.72 feet; thence North 00 degrees 12 minutes 09 seconds West 1,397.00 feet to the Place of Beginning; thence South 89 degrees 47 minutes 51 seconds West 40.00 feet; thence North 00 degrees 12 minutes 09 seconds West 221.57 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 465.00 feet, having a chord bearing of North 44 degrees 47 minutes 51 seconds East, a distance of 730.42 feet to a Point of Tangency; thence North 89 degrees 47 minutes 32 seconds East 414.70 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 385.00 feet, having a chord bearing of North 85 degrees 12 minutes 14 seconds East, a distance of 50.64 feet to the centerline of an easement granted to ANR Pipeline Company as described in Document Number 90K 10272;

thence South 04 degrees 05 minutes 00 seconds West along said centerline 693.35 feet; thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 510.00 feet, having a chord bearing of North 88 degrees 38 minutes 55 seconds West, a distance of 27.66 feet to a Point of Tangency; thence South 89 degrees 47 minutes 51 seconds West 810.68 feet to the Place of Beginning; said Parcel of land herein described contains 13.1870 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Parcel 2

R-3 Zoned Parcel

That part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet; thence North 89 degrees 45 minutes 11 seconds East 118.52 feet to the Place of Beginning; thence North 89 degrees 45 minutes 11 seconds East 128.20 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 64 degrees 00 minutes 14 seconds East, a distance of 233.69 feet to a Point of Tangency; thence North 38 degrees 15 minutes 18 seconds East 97.02 feet; thence South 51 degrees 44 minutes 42 seconds East 323.47 feet to a Point of Curvature; thence Southeasterly along the arc of a curve concave to the Northeast, having a radius of 283.00 feet, having a chord bearing of South 56 degrees 34 minutes 44 seconds East, a distance of 47.75 feet; thence North 38 degrees 15 minutes 18 seconds East 208.44 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 219.00 feet, having a chord bearing of North 64 degrees 01 minute 35 seconds East, a distance of 197.01 feet to a Point of Tangency; thence North 89 degrees 47 minutes 51 seconds East 335.98 feet; thence South 00 degrees 12 minutes 09 seconds East 1,216.90 feet; thence South 89 degrees 47 minutes 51 seconds West 444.00 feet; thence North 00 degrees 12 minutes 09 seconds West 427.00 feet; thence South 89 degrees 47 minutes 51 seconds West 391.41 feet; thence South 84 degrees 08 minutes 44 seconds West 54.56 feet; thence North 11 degrees 54 minutes 39 seconds East 155.32 feet; thence North 37 degrees 26 minutes 17 seconds East 126.01 feet; thence North 51 degrees 44 minutes 42 seconds West 251.35 feet; thence South 38 degrees 15 minutes 18 seconds West 112.00 feet; thence North 85 degrees 21 minutes 26 seconds West 61.24 feet; thence North 51 degrees 44 minutes 42 seconds West 174.39 feet; thence South 89 degrees 45 minutes 11 seconds West 80.71 feet; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 04 degrees 07 minutes 04 seconds East, a distance of 39.61 feet to a Point of Tangency; thence North 00 degrees 14 minutes 49 seconds West 129.18 feet to the Place of Beginning; said Parcel of land herein described contains 21.4073 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

That part of the Northwest Quarter and of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 2,642.72 feet; thence North 00 degrees 12 minutes 09 seconds West 1,397.00 feet to the Place of Beginning; thence South 89 degrees 47 minutes 51 seconds West 40.00 feet; thence North 00 degrees 12 minutes 09 seconds West 221.57 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 465.00 feet, having a chord bearing of North 44 degrees 47 minutes 51 seconds East, a distance of 730.42 feet to a Point of Tangency; thence North 89 degrees 47 minutes 32 seconds East 414.70 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 385.00 feet, having a chord bearing of North 85 degrees 12 minutes 14 seconds East, a distance of 50.64 feet to the centerline of an

easement granted to ANR Pipeline Company as described in Document Number 90K 10272; thence South 04 degrees 05 minutes 00 seconds West along said centerline 693.35 feet; thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 510.00 feet, having a chord bearing of North 88 degrees 38 minutes 55 seconds West, a distance of 27.66 feet to a Point of Tangency; thence South 89 degrees 47 minutes 51 seconds West 810.68 feet to the Place of Beginning; said Parcel of land herein described contains 13.1870 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

Parcel 3

R-4 Zoned Parcel

That part of the Northwest Quarter and of the Northeast Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

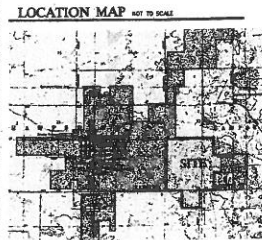
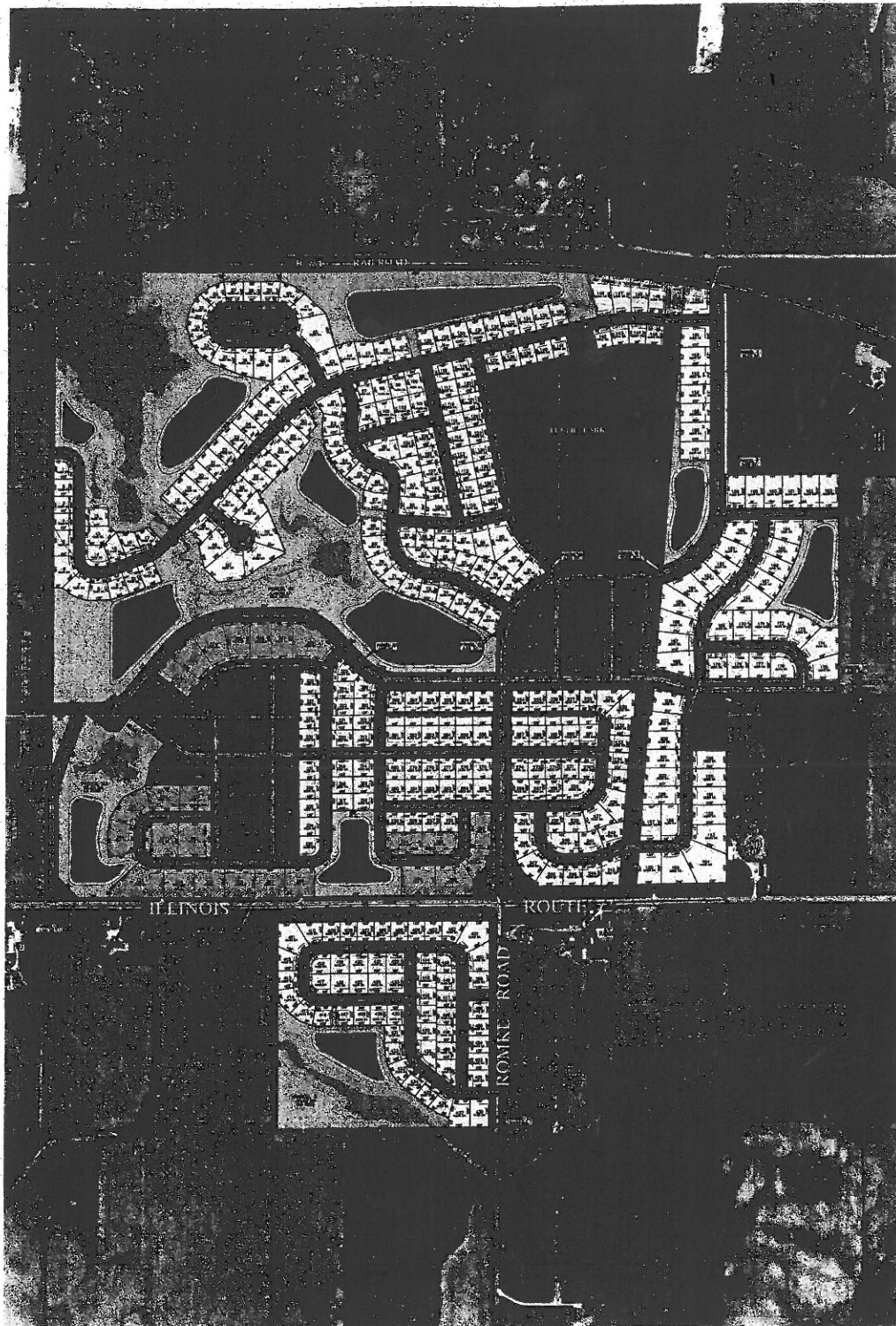
Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 2,047.72 feet to the Place of Beginning; thence North 00 degrees 12 minutes 09 seconds West 226.00 feet; thence South 89 degrees 47 minutes 51 seconds West 40.81 feet to a Point of Curvature; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 118.00 feet, having a chord bearing of North 45 degrees 12 minutes 09 seconds West, a distance of 185.35 feet to a Point of Tangency; thence North 00 degrees 12 minutes 09 seconds West 80.00 feet; thence North 89 degrees 47 minutes 51 seconds East 496.81 feet; thence North 00 degrees 12 minutes 09 seconds West 186.00 feet; thence North 89 degrees 47 minutes 51 seconds East 297.00 feet; thence South 00 degrees 12 minutes 09 seconds East 610.00 feet to the South line of said Northwest Quarter of Section 26; thence South 89 degrees 47 minutes 51 seconds West along the South line of said Northwest Quarter of Section 26 a distance of 635.00 feet to the Place of Beginning; said Parcel of land herein described contains 8.1023 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

That part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 89 degrees 47 minutes 51 seconds East on an assumed bearing along the South line of said Northwest Quarter of Section 26 a distance of 344.65 feet; thence North 00 degrees 12 minutes 09 seconds West 50.00 feet to the Place of Beginning; thence North 00 degrees 12 minutes 09 seconds West 50.00 feet; thence North 46 degrees 54 minutes 37 seconds East 238.47 feet; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 123.00 feet, having a chord bearing of North 27 degrees 42 minutes 47 seconds West, a distance of 66.02 feet; thence South 77 degrees 39 minutes 50 seconds West 154.00 feet; thence North 07 degrees 30 minutes 53 seconds West 48.62 feet; thence North 00 degrees 12 minutes 09 seconds West 103.00 feet; thence North 07 degrees 44 minutes 10 seconds East 76.51 feet; thence North 31 degrees 22 minutes 45 seconds East 149.96 feet; thence North 62 degrees 47 minutes 20 seconds East 149.96 feet; thence North 84 degrees 08 minutes 44 seconds East 54.56 feet; thence North 89 degrees 47 minutes 51 seconds East 391.41 feet; thence South 00 degrees 12 minutes 09 seconds East 427.00 feet; thence North 89 degrees 47 minutes 51 seconds East 513.00 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 57.00 feet, having a chord bearing of North 85 degrees 21 minutes 22 seconds East, a distance of 8.84 feet; thence South 09 degrees 05 minutes 07 seconds East 96.00 feet; thence South 00 degrees 12 minutes 09 seconds East 144.84 feet; thence South 89 degrees 47 minutes 51 seconds West 1,192.88 feet to the Place of Beginning; said Parcel of land herein described contains 12.1667 acres, more or less, in the Village of Hampshire, Kane County, Illinois.

That part of the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 26; thence North 00 degrees 00 minutes 48 seconds West on an assumed bearing along the West line of said Northwest Quarter of Section 26 a distance of 1,313.02 feet; thence North 89 degrees 45 minutes 11 seconds East 246.72 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Northwest, having a radius of 260.00 feet, having a chord bearing of North 64 degrees 00 minutes 14 seconds East, a distance of 233.69 feet to a Point of Tangency; thence North 38 degrees 15 minutes 18 seconds East 97.02 feet to the Place of Beginning; thence North 38 degrees 15 minutes 18 seconds East 212.46 feet to a Point of Curvature; thence Northeasterly along the arc of a curve concave to the Southeast, having a radius of 590.00 feet, having a chord bearing of North 64 degrees 01 minute 35 seconds East, a distance of 530.76 feet to a Point of Tangency; thence North 89 degrees 47 minutes 51 seconds East 263.57 feet to a Point of Curvature; thence Southeasterly along the arc of a curve concave to the Southwest, having a radius of 390.00 feet, having a chord bearing of South 66 degrees 33 minutes 51 seconds East, a distance of 321.80 feet to a Point of Tangency; thence South 42 degrees 55 minutes 33 seconds East 152.80 feet; thence South 47 degrees 04 minutes 27 seconds West 120.00 feet to a Point of Curvature; thence Southwesterly along the arc of a curve concave to the Southeast, having a radius of 117.00 feet, having a chord bearing of South 26 degrees 08 minutes 00 seconds West, a distance of 85.52 feet; thence South 89 degrees 47 minutes 51 seconds West 66.52 feet; thence North 76 degrees 23 minutes 33 seconds West 82.28 feet to a Point of Curvature; thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 117.00 feet, having a chord bearing of North 83 degrees 17 minutes 51 seconds West, a distance of 28.20 feet to a Point of tangency; thence South 89 degrees 47 minutes 51 seconds West 354.15 feet to a Point of Curvature; thence Southwesterly along the arc of a curve concave to the Southeast, having a radius of 219.00 feet, having a chord bearing of South 64 degrees 01 minute 35 seconds West, a distance of 197.01 feet to a Point of Tangency; thence South 38 degrees 15 minutes 18 seconds West 208.44 feet; thence Northwesterly along the arc of a curve concave to the Northeast, having a radius of 283.00 feet, having a chord bearing of North 56 degrees 34 minutes 44 seconds West, a distance of 47.75 feet to a Point of Tangency; thence North 51 degrees 44 minutes 42 seconds West 323.47 feet to the Place of Beginning; said Parcel of land herein described contains 9.6392 acres, more or less, in the Village of Hampshire, Kane County, Illinois.



LEGAL DESCRIPTION

The South 1/2 of the Southwest 1/4 of Section 23 (Except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company), also, the Southwest 1/4 of the Southeast 1/4 of Section 23 (Except 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 Northeast 1/4 of Section 26, also, the West 1/2 of Northeast 1/4, and the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 26, also, the Northeast 1/4 of the Southwest 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.

SITE DATA

TOTAL SITE AREA: 408.5 ACRES
GROSS SITE DENSITY: 1.56 DU/ACRE
TOTAL OPEN SPACE: 111.8 ACRES

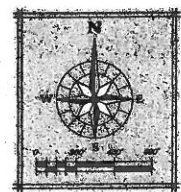
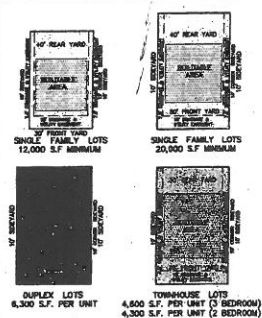
LAND USE DISTRIBUTION

UNIT TYPE	NO. OF UNITS	TOTAL UNITS	ACRES	% OF TOTAL ACRES
SINGLE FAMILY	23	23	30.2	7.4%
DOUBLE FAMILY	16	16	38.4	9.4%
OPEN SPACE	136	136	111.8	27.4%
OPEN SPACE	118	118	93.1	22.8%
WATER TOWER/WELL SITE	1	1	0.2	0.0%
WATER TOWER/WELL SITE	1	1	0.2	0.0%
WATER TOWER/WELL SITE	1	1	0.2	0.0%
TOTAL	261	261	183.3	44.8%

LAND USE LEGEND

- SINGLE FAMILY
- DOUBLE FAMILY
- DUPLEX
- PUBLIC PARK SPACE
- PRIVATE PARK SPACE
- PUBLIC OPEN SPACE
- WATER TOWER/WELL SITE
- IF REZONED

TYPICAL LOTS



DEVELOPMENT PLAN TUSCANY WOODS • PRELIMINARY PLAT • EXHIBIT "B"

VILLAGE OF HAMPSHIRE

DEVELOPER: J.P. HANCOCK, LLC
323 FARMERS ROAD, SUITE 2
WILLOWBROOK, IL 60097

ENGINEER: CHRISTOPHER B. JAMES ENGINEERING, INC.
114 WEST MAIN STREET, SUITE 201
ST. CHARLES, IL 60174-1854

LAND PLANNER: LAND VISION, INC.
114 WEST MAIN STREET, SUITE 200
ST. CHARLES, IL 60174

EXHIBIT

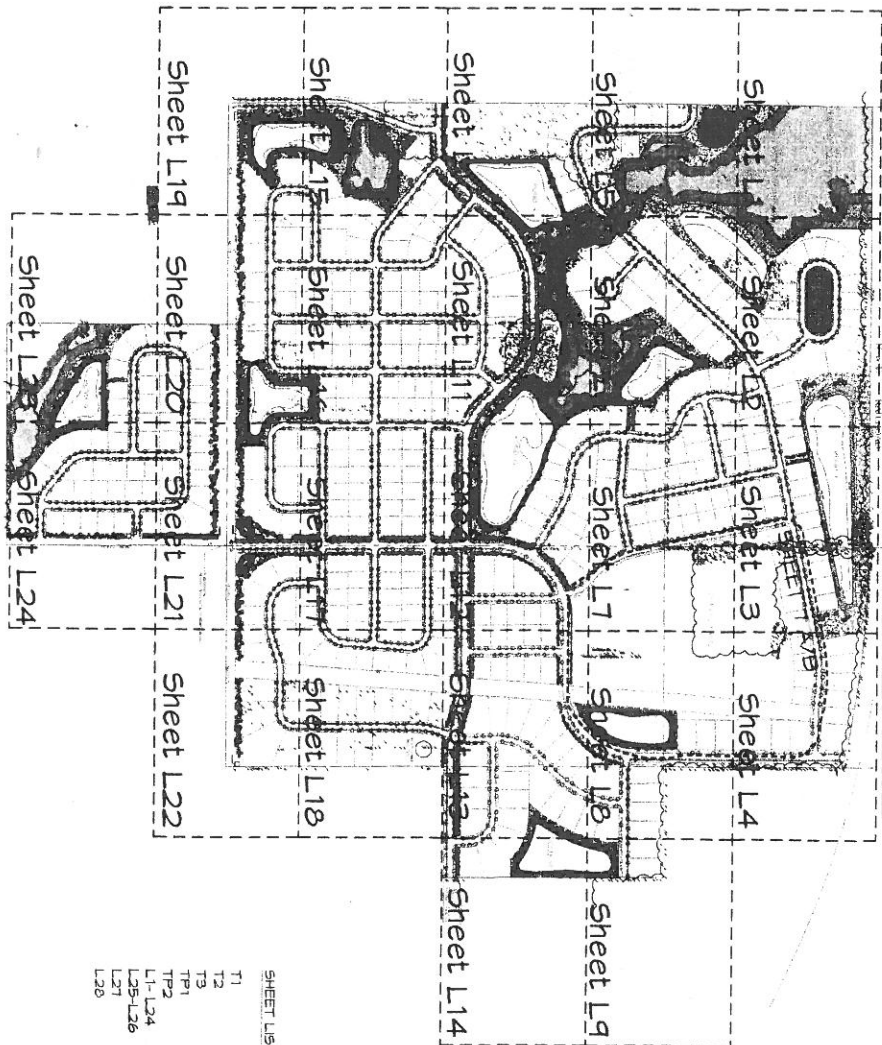
BB

TUSCANY WOODS LANDSCAPE DEVELOPMENT OVERALL SITE PLAN

Scale 1" = 300'

EXHIBIT K

NO.	DATE	DESCRIPTION
1	03/24/04	DESIGN
2	04/07/04	REVISED
3	04/07/04	REVISED
4	04/07/04	REVISED
5	04/07/04	REVISED
6	04/07/04	REVISED
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- SHEET LIST:
- T1 Overall Landscape Plan
 - T2 Overall Plan North
 - T3 Overall Plan South
 - TP1 Tree Preservation Plan North
 - TP2 Tree Preservation Plan South
 - L1-L24 Landscape Plan
 - L25-L26 Typical Foundation Planting MF
 - L27 Typical Buffer Planting
 - L28 Typical Foundation Planting SF

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

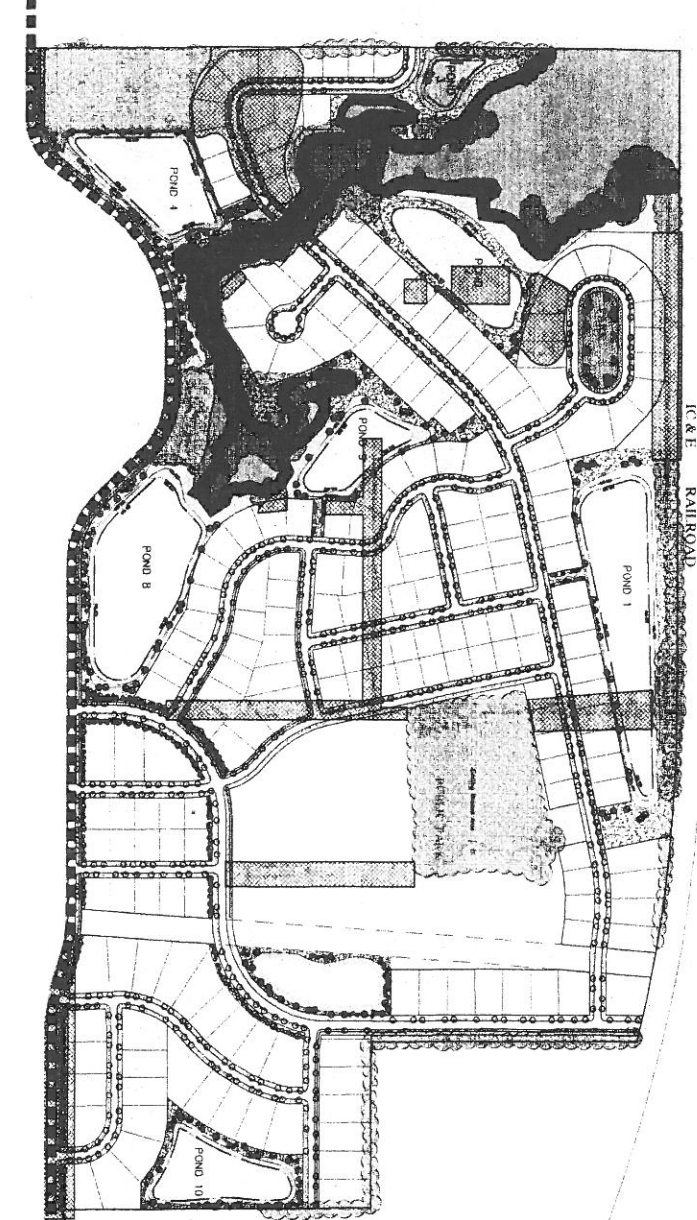
LANDWORKS LTD.
Landscape Architects and Contractors
761 N. Bollingbrook Dr. Bldg. 17 Phone 630 750 8200
Bolingbrook, Illinois 60440 Fax 630 679 1388

NO.	DATE	DESCRIPTION
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EXHIBIT
DD

T2
T3

T2
T3



PLANT LEGEND:

- Parking Shade Tree
- Park Specimen Shade Tree
- Ornamental Tree
- Evergreen Tree
- Basin Slope Seed Mix
- Scottish Link Fescue Seed with Wildflowers Sow
- Conventional Seed Lean
- Wetland / Waters of the US
- Wetland Buffer

NOTE: Wetland Buffers 1' or greater to be identified with previous

Partially Treed Lot - Plant North

Plant	Quantity	Planting Date	Planting Method	Planting Location	Planting Notes
Tree	10	2000	Hand	Planting Area 1	Planting Area 1
Shrub	20	2000	Hand	Planting Area 2	Planting Area 2
Grass	100	2000	Hand	Planting Area 3	Planting Area 3
Flower	100	2000	Hand	Planting Area 4	Planting Area 4
Seed	100	2000	Hand	Planting Area 5	Planting Area 5

Quantity subject to plant size and planting method.

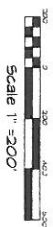
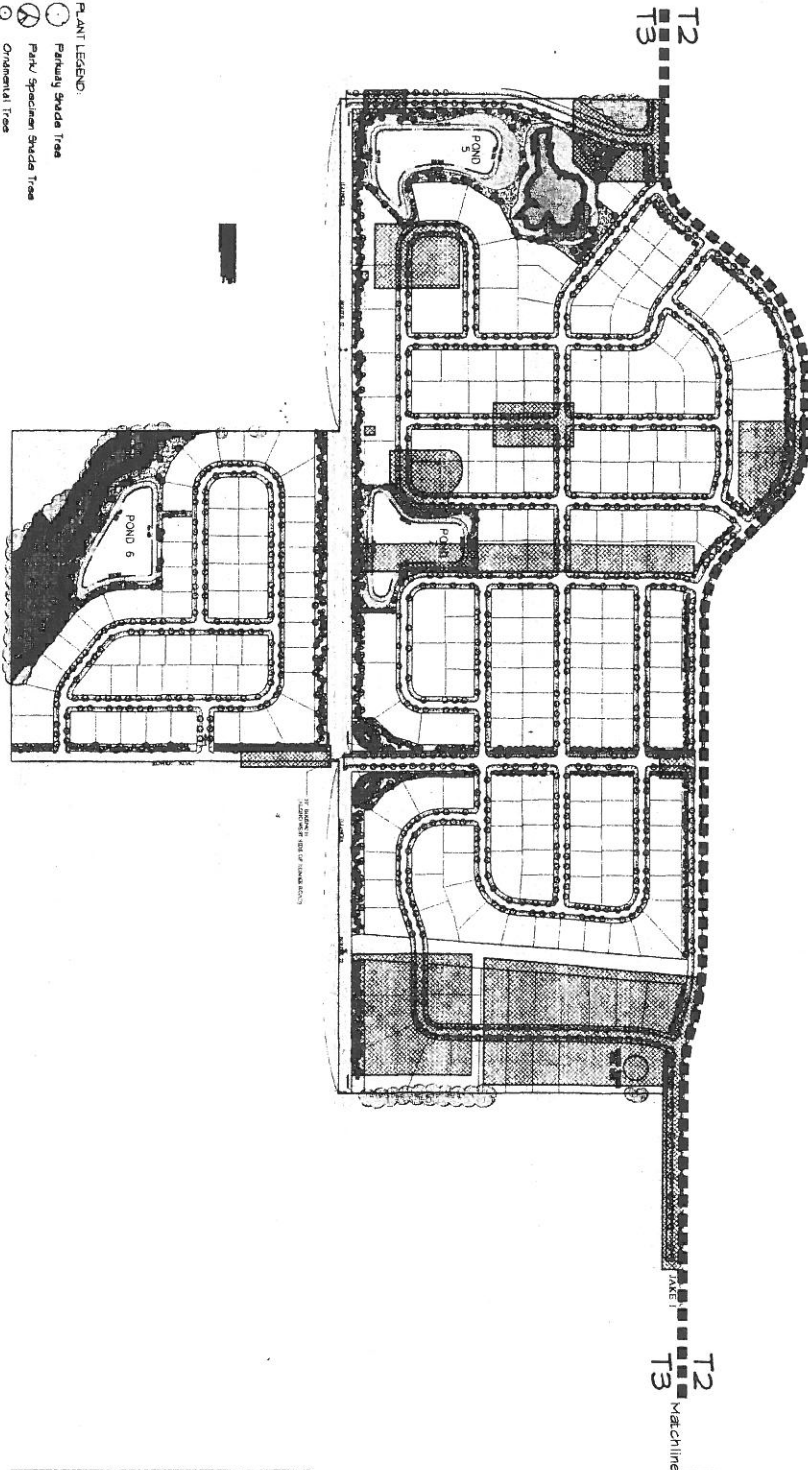


EXHIBIT K



Sheet	Scale	Notes
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3	1" = 200'	Detail B
4	1" = 200'	Detail C
5	1" = 200'	Detail D
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7	1" = 200'	Detail F
8	1" = 200'	Detail G
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PLANT LEGEND:

- Privet Shade Tree
- Privet Specimen Shade Tree
- Ornamental Tree
- Evergreen Tree
- Basin Slope Seed Mix
- Scottish Larch Fescue Seed with Wildflower
- Conventional Seed Lawn
- Wetland / Waters of the U.S.
- Wetland Buffer

NOTE:
At slopes beyond 4:1 or greater to be stabilized with erosion control blanket.

Privet Trees LUL Plan South			
Tree	Quantity	Notes	Planting Date
Privet	10	Planting Date: 10/1/00	10/1/00
Privet	10	Planting Date: 10/1/00	10/1/00



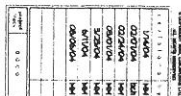
EXHIBIT K
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PRELIMINARY
PLAN
SOUTH

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

LANDWORKS LTD.
Landscape Architects and Contractors
761 N. Bolingbrook Dr. Bldg. 17 Phone 630.769.8200
Bolingbrook, Illinois 60440 Fax 630.679.1358

Sheet	Revised	By	Date
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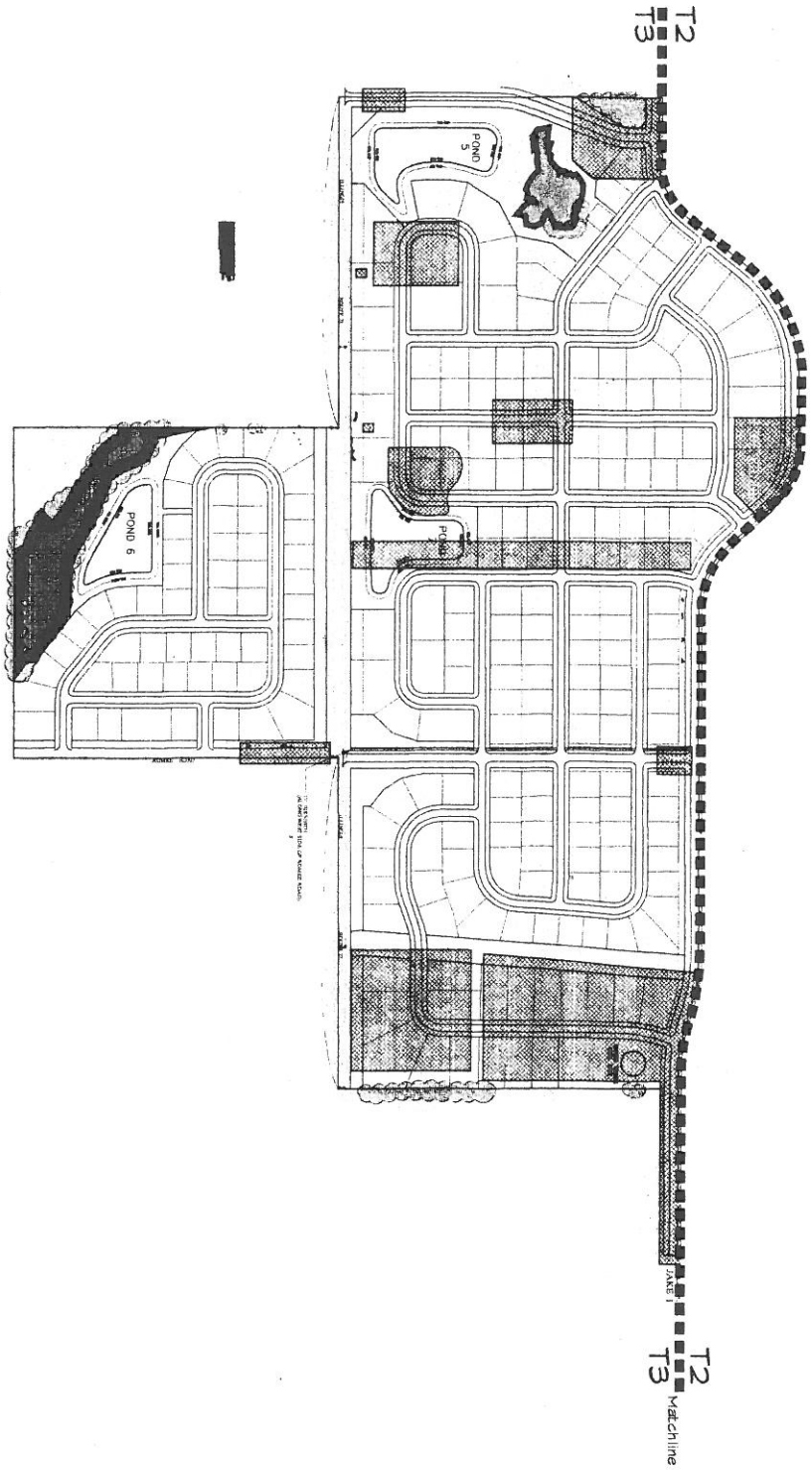


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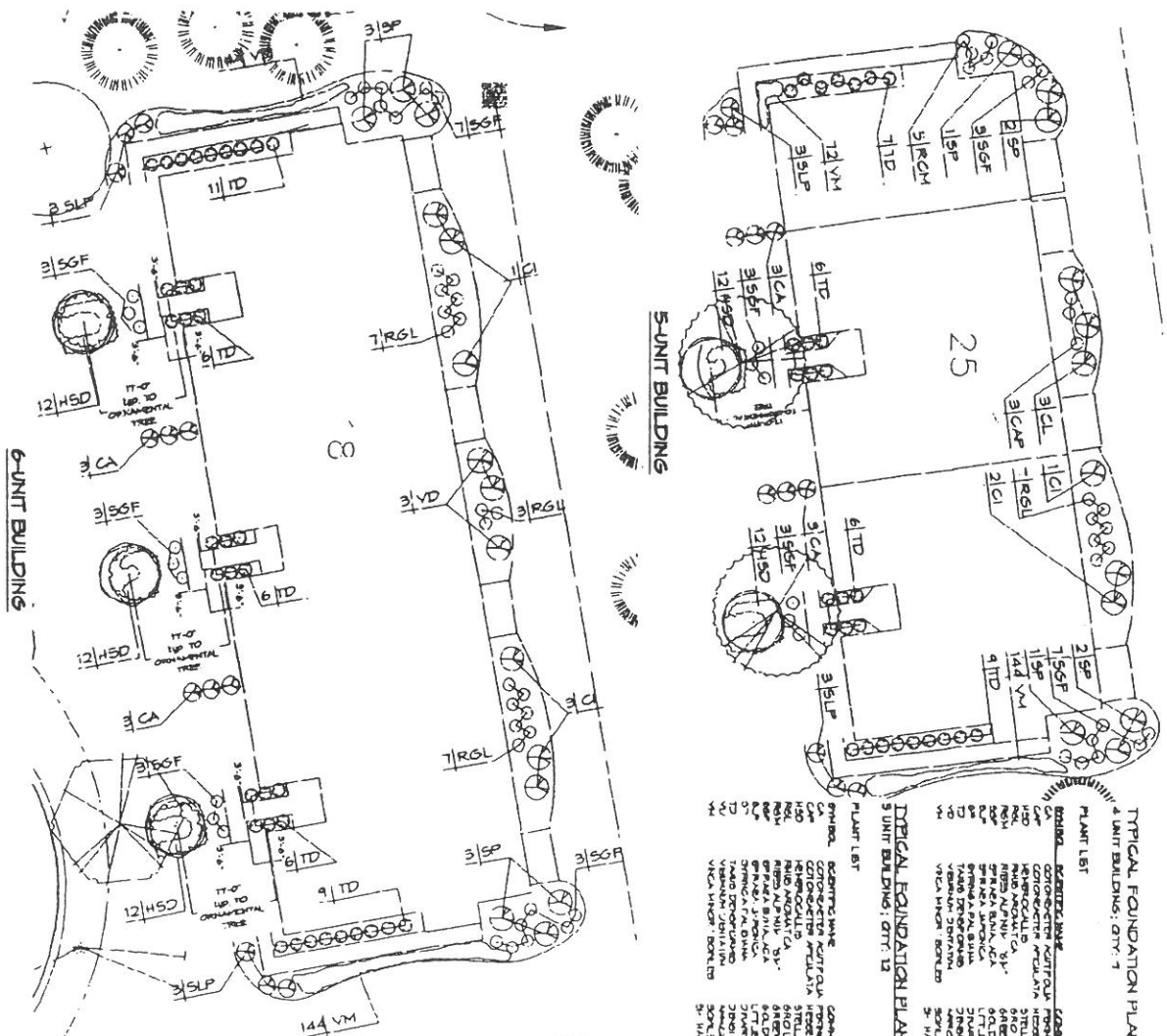
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Sheet	Notes
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Tuscan Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Bolingbrook Dr. Bldg. 17 Phone 630.750.8200
Bolingbrook, Illinois 60440 Fax 630.679.1588

Sheet	Notes
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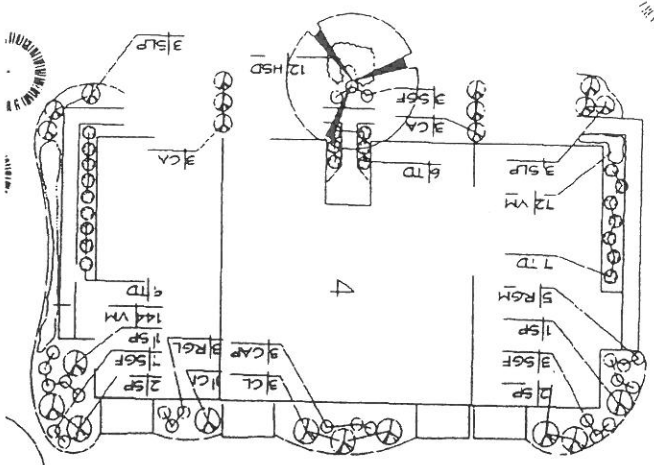
TYPICAL FOUNDATION PLANTING PLAN
4 UNIT BUILDINGS: QTY: 7

[illegible]

5 UNIT BUILDING: CRT: 12

[illegible]

4-UNIT BUILDING



TYPICAL FOUNDATION PLANTING PLAN
5 UNIT BUILDING; CITY: 4

[illegible][illegible]

PRELIMINARY
TYPICAL FOUNDATION PLANTING PLANS

Scale: 1"=10'

EXHIBIT K

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STREET TREES PER V LANE CODE. ADJUST STREET TREES TO AVOID DRIVEWAYS, LIGHTS, SEWERS, FIRE HYDRANTS ETC.

ADJUST M. ANTRUS TO AVOID DRAINAGE SWALES

PLANT MATERIAL SUBJECT TO MARKET AVAILABILITY AT THE TIME OF CONSTRUCTION. ADDITIONS SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCH TEXT OR OWNERS REPRESENTATIVE.

PLANT MATERIAL QUANTITIES ARE PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN THE EVENT OF A DISCREPANCY, THE ACTUAL COUNT OF THE GRAPHIC SYMBOL SHOWN ON THE PLANS AND / OR THE ACTUAL AREA MEASURE OF THE SITE SHALL PREVAIL.

PERENNIAL SPECIES MIX AND LOCATION SHALL BE DETERMINED IN THE FIELD BY PROJECT LANDSCAPE ARCHITECT



POU

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19

1910:2

[illegible]

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

751 W. Dillingbrook Dr. Mdg. 17 Phone 680-759-2200
Dillingbrook, Illinois 60440 Fax 680-679-1200

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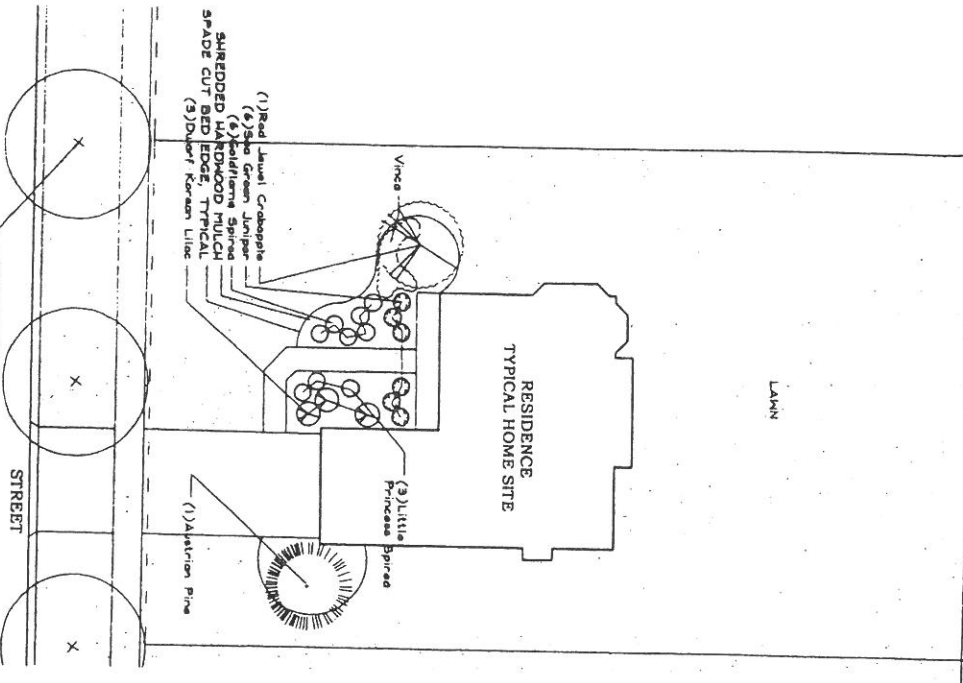
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AGE	
SEX	MALE
RACE	P.O.
ETHNICITY	AMERICAN

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L-26

SINGLE FAMILY PLANT LIST

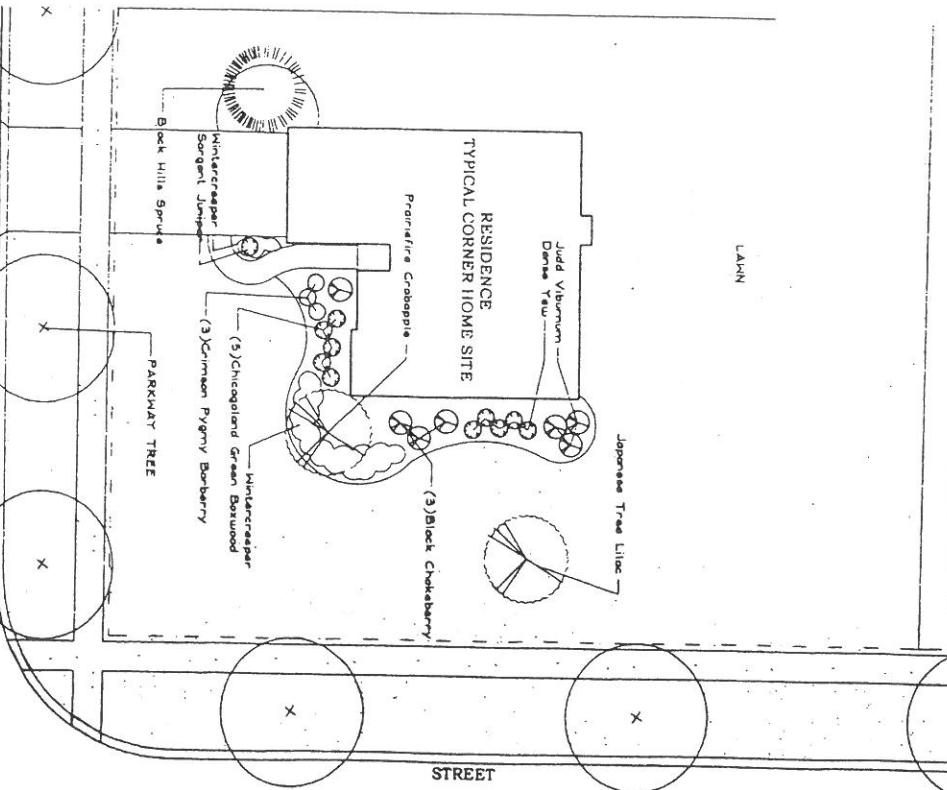
Ornamental Trees			
Quantity	Common Name	Quantity	Planting Size
1	Red Spotted Dogwood	1	6" Shrub Form
Evergreen Trees			
Quantity	Common Name	Quantity	Planting Size
1	Japanese Cedar	1	6" Shrub
Shrubs			
Quantity	Common Name	Quantity	Planting Size
1	Japanese Spirea	1	6" Shrub
1	Japanese Anemone	1	6" Shrub
1	Japanese Clematis	1	6" Shrub
1	Japanese Forsythia	1	6" Shrub
1	Japanese Hydrangea	1	6" Shrub
1	Japanese Lilac	1	6" Shrub
1	Japanese Magnolia	1	6" Shrub
1	Japanese Nandina	1	6" Shrub
1	Japanese Pieris	1	6" Shrub
1	Japanese Rhododendron	1	6" Shrub
1	Japanese Sasanqua	1	6" Shrub
1	Japanese Spirea	1	6" Shrub
1	Japanese Weigela	1	6" Shrub
1	Japanese Yucca	1	6" Shrub
Evergreen Shrubs			
Quantity	Common Name	Quantity	Planting Size
1	Japanese Cedar	1	6" Shrub
1	Japanese Cypress	1	6" Shrub
1	Japanese Holly	1	6" Shrub
1	Japanese Laurel	1	6" Shrub
1	Japanese Mahogany	1	6" Shrub
1	Japanese Oak	1	6" Shrub
1	Japanese Pine	1	6" Shrub
1	Japanese Redwood	1	6" Shrub
1	Japanese Sycamore	1	6" Shrub
1	Japanese Walnut	1	6" Shrub
1	Japanese Yew	1	6" Shrub
Groundcover			
Quantity	Common Name	Quantity	Planting Size
1	Japanese Anemone	1	6" Shrub
1	Japanese Clematis	1	6" Shrub
1	Japanese Forsythia	1	6" Shrub
1	Japanese Hydrangea	1	6" Shrub
1	Japanese Lilac	1	6" Shrub
1	Japanese Magnolia	1	6" Shrub
1	Japanese Nandina	1	6" Shrub
1	Japanese Pieris	1	6" Shrub
1	Japanese Rhododendron	1	6" Shrub
1	Japanese Sasanqua	1	6" Shrub
1	Japanese Spirea	1	6" Shrub
1	Japanese Weigela	1	6" Shrub
1	Japanese Yucca	1	6" Shrub



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

CORNER SINGLE FAMILY PLANT LIST

Ornamental Trees			
Quantity	Common Name	Quantity	Planting Size
1	Red Spotted Dogwood	1	6" Shrub Form
Evergreen Trees			
Quantity	Common Name	Quantity	Planting Size
1	Japanese Cedar	1	6" Shrub
Shrubs			
Quantity	Common Name	Quantity	Planting Size
1	Japanese Spirea	1	6" Shrub
1	Japanese Anemone	1	6" Shrub
1	Japanese Clematis	1	6" Shrub
1	Japanese Forsythia	1	6" Shrub
1	Japanese Hydrangea	1	6" Shrub
1	Japanese Lilac	1	6" Shrub
1	Japanese Magnolia	1	6" Shrub
1	Japanese Nandina	1	6" Shrub
1	Japanese Pieris	1	6" Shrub
1	Japanese Rhododendron	1	6" Shrub
1	Japanese Sasanqua	1	6" Shrub
1	Japanese Spirea	1	6" Shrub
1	Japanese Weigela	1	6" Shrub
1	Japanese Yucca	1	6" Shrub
Evergreen Shrubs			
Quantity	Common Name	Quantity	Planting Size
1	Japanese Cedar	1	6" Shrub
1	Japanese Cypress	1	6" Shrub
1	Japanese Holly	1	6" Shrub
1	Japanese Laurel	1	6" Shrub
1	Japanese Mahogany	1	6" Shrub
1	Japanese Oak	1	6" Shrub
1	Japanese Pine	1	6" Shrub
1	Japanese Redwood	1	6" Shrub
1	Japanese Sycamore	1	6" Shrub
1	Japanese Walnut	1	6" Shrub
1	Japanese Yew	1	6" Shrub
Groundcover			
Quantity	Common Name	Quantity	Planting Size
1	Japanese Anemone	1	6" Shrub
1	Japanese Clematis	1	6" Shrub
1	Japanese Forsythia	1	6" Shrub
1	Japanese Hydrangea	1	6" Shrub
1	Japanese Lilac	1	6" Shrub
1	Japanese Magnolia	1	6" Shrub
1	Japanese Nandina	1	6" Shrub
1	Japanese Pieris	1	6" Shrub
1	Japanese Rhododendron	1	6" Shrub
1	Japanese Sasanqua	1	6" Shrub
1	Japanese Spirea	1	6" Shrub
1	Japanese Weigela	1	6" Shrub
1	Japanese Yucca	1	6" Shrub



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

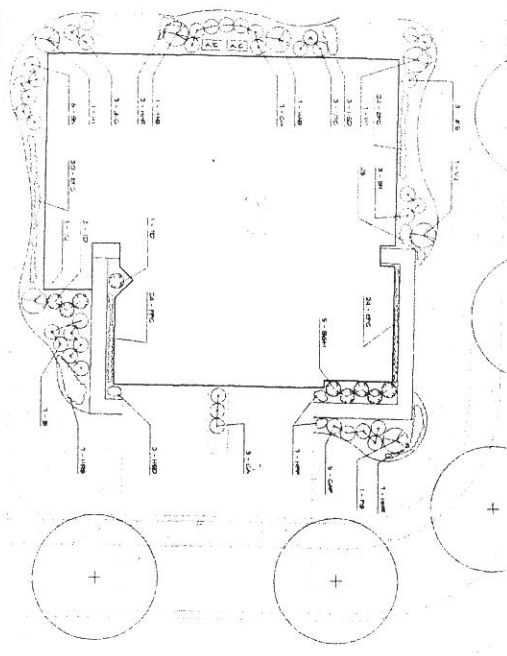
LANDWORKS LTD.
Landscape Architects and Contractors

701 N. Hennepin Ave. Dr. Bldg. 17 Phone 630-759-8800
Bolingbrook, Illinois 60440 Fax 630-679-1888

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

TYPICAL
FOUNDATION
PLANTING PLAN
SINGLE FAMILY

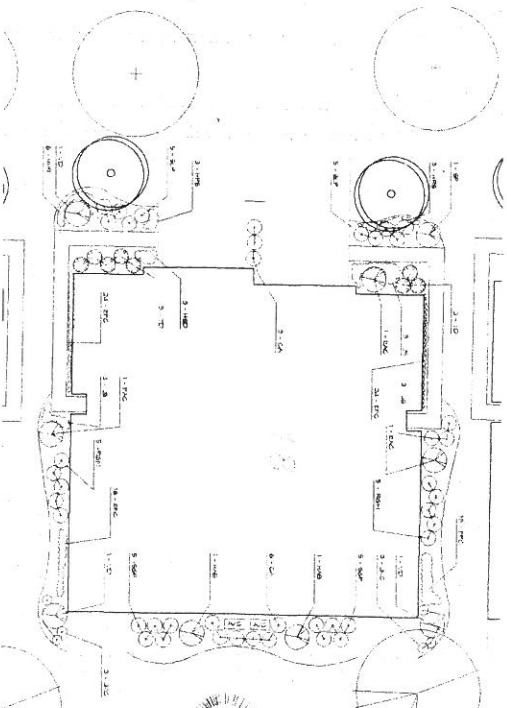
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**BUILDING A - B TYPICAL
FOUNDATION PLANTING PLAN**

A - B BUILDING: QTY - 5

Code	Quantity	Planting Notes
1-10	1	Planting Notes
1-11	1	Planting Notes
1-12	1	Planting Notes
1-13	1	Planting Notes
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1-100	1	Planting Notes



**BUILDING C - D TYPICAL
FOUNDATION PLANTING PLAN**

C - D BUILDING: QTY - 26

Code	Quantity	Planting Notes
1-10	1	Planting Notes
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1-99	1	Planting Notes
1-100	1	Planting Notes

LANDSCAPE STANDARDS:

STREET TREES PER VILLAGE CODE. ADJUST STREET TREES TO AVOID DRIVEWAYS, LIGHTS, SEWERS, TREE HOBNOBS, ETC.

ADJUST PLANTING TO AVOID DRAINAGE SWALES.

PLANT MATERIAL SUBJECT TO MARKET AVAILABILITY AT THE TIME OF CONSTRUCTION. SUBSTITUTIONS SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.

PLANT MATERIAL QUANTITIES ARE PROVIDED FOR THE CONFORMANCE OF THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES IN THE EVENT OF A DISCREPANCY THE ACTUAL COUNT OF THE GRAPHIC SYMBOL SHOWN ON THE PLAN AND / OR THE ACTUAL AREA MEASURE OF THE SITE SHALL PREVAIL.

PERENNIAL SPECIES MIX AND LOCATION SHALL BE DETERMINED IN THE FIELD BY PROJECT LANDSCAPE ARCHITECT.

EXHIBIT K

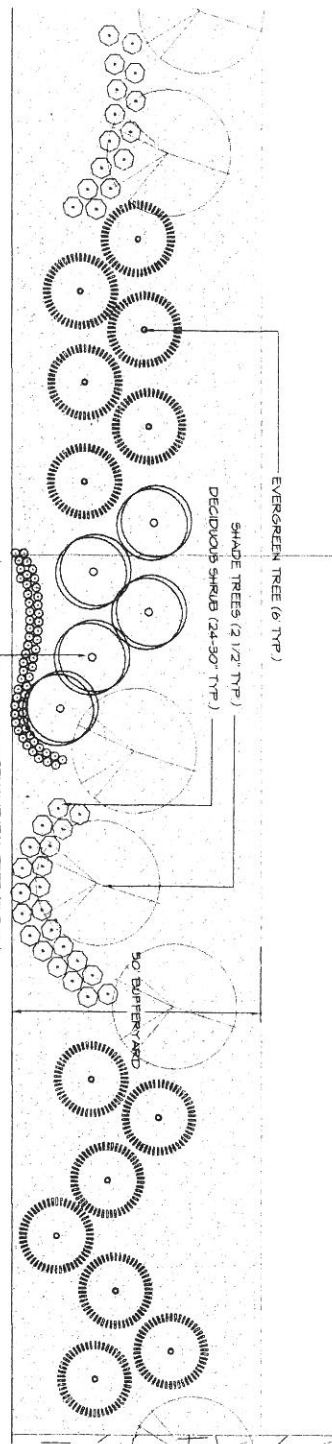
L26

**TYPICAL
FOUNDATION
PLANTING
PLAN DETAILS**

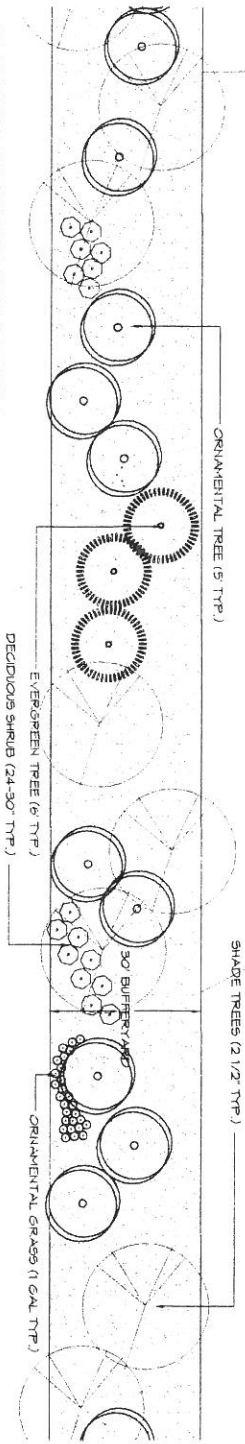
**Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC**

LANDWORKS LTD.
Landscape Architects and Contractors
701 N. Bollingbrook Dr. Bldg. 17 Phone 630 759 8200
Bollingbrook, Illinois 60440 Fax 630 679 1358

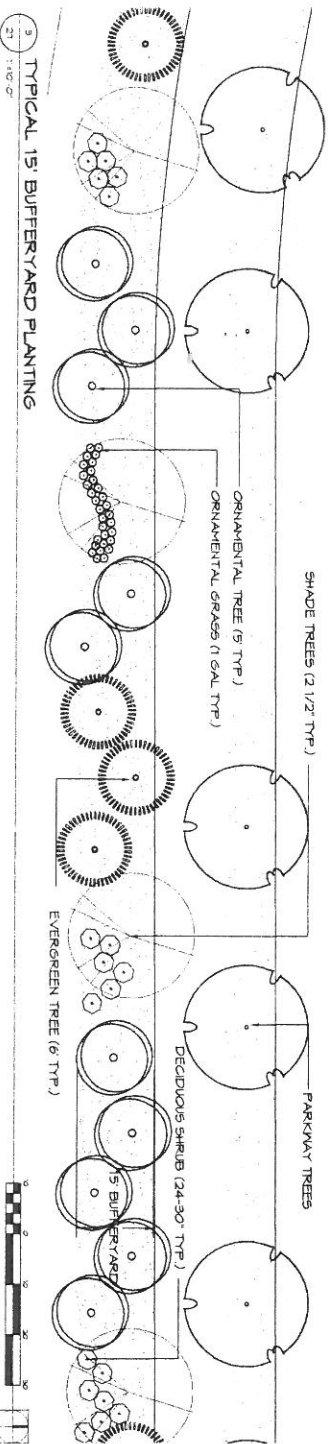
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1-84	1	Planting Notes
1-85	1	Planting Notes
1-86	1	Planting Notes
1-87	1	Planting Notes
1-88	1	Planting Notes
1-89	1	Planting Notes
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1-91	1	Planting Notes
1-92	1	Planting Notes
1-93	1	Planting Notes
1-94	1	Planting Notes
1-95	1	Planting Notes
1-96	1	Planting Notes
1-97	1	Planting Notes
1-98	1	Planting Notes
1-99	1	Planting Notes
1-100	1	Planting Notes



1 TYPICAL 50' BUFFERYARD PLANTING



2 TYPICAL 30' BUFFERYARD PLANTING



3 TYPICAL 15' BUFFERYARD PLANTING

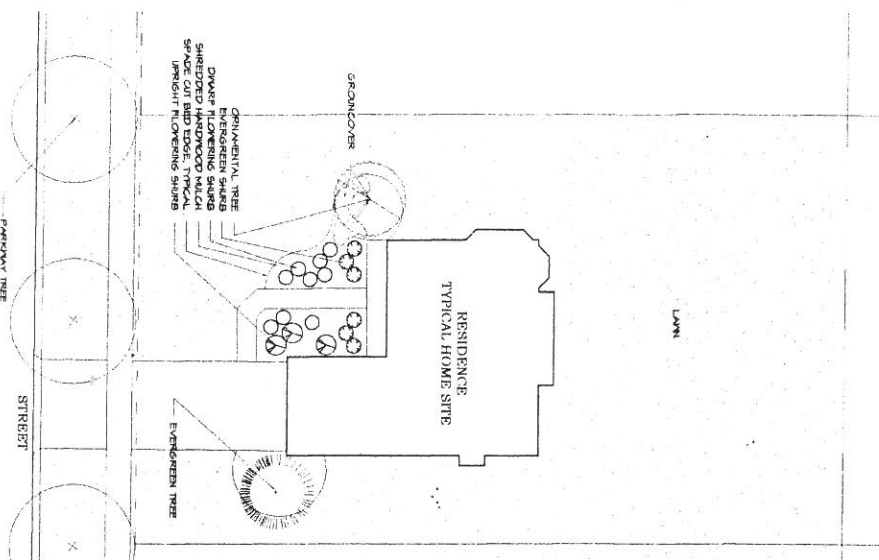
NO.	DATE	DESCRIPTION
1	1/16/04	ISSUED
2	2/20/04	REVISED
3	3/10/04	REVISED
4	4/10/04	REVISED
5	5/10/04	REVISED

LANDWORKS LTD.
Landscape Architects and Contractors
781 N. Bollingbrook Dr. Bldg. 17 Phone 630.755.8200
Bolingbrook, Illinois 60440 Fax 630.675.1388

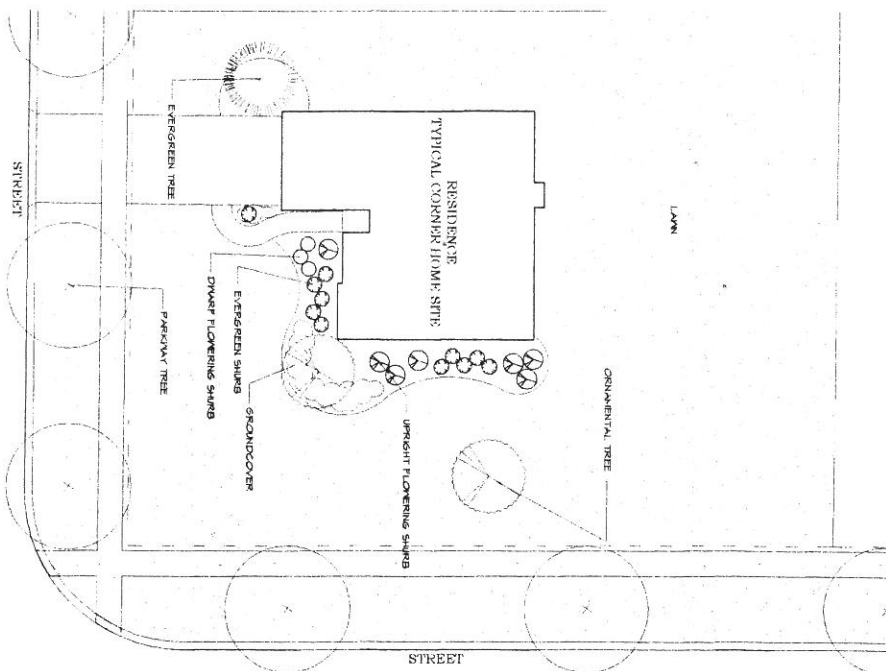
Tuscany Woods
Hampshire, Illinois
H.P.I. HAMPSHIRE LLC

PRELIMINARY
BUFFERYARD
PLANTING

EXHIBIT K
L27



1 TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN
SCALE 1/4" = 1'-0"
CONCEPTUAL, TYPICAL, HOME SITE



2 TYPICAL SINGLE FAMILY FOUNDATION PLANTING PLAN

[illegible][illegible]

LANDWORKS LTD.
Landscape Architects and Contractors

781 N. Solingbrook Dr. Bldg. 17 Phone 630 759 8200
Solingbrook, Illinois 60440 Fax 630 679 1388

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

TYPICAL
FOUNDATION
PLANTING PLAN
SCALE: 1"=1'0"

EXHIBIT K

L28

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

Mark Schuster
Bazos, Freeman, Kramer, Schuster &
Braithwaite LLC
1250 Larkin Avenue #100
Elgin, IL 60123

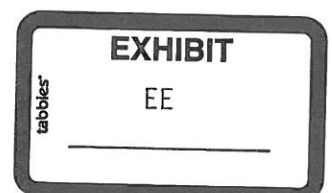
THE ABOVE SPACE FOR RECORDER'S USE

**AMENDMENT TO
RECAPTURE AGREEMENT FOR THE HAMPSHIRE CREEK INTERCEPTOR
SEWER BETWEEN PHI-HAMPSHIRE, INC., AN ILLINOIS CORPORATION
AND THE VILLAGE OF HAMPSHIRE**

THIS AMENDMENT TO RECAPTURE AGREEMENT ("Amendment") is made and entered into as of April 17, 2014, by and between PHI-HAMPSHIRE, INC., an Illinois corporation ("PHI"), successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, and the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation, located in Kane County, Illinois (the "Village").

This Amendment is joined by Tuscany Woods Holdings, Inc. ("TWHI"), an Illinois corporation, as the current title holder to the property designated as Unit 1 of the Tuscany Woods Subdivision, as more fully set forth in the Recitals below. TWHI, together with PHI-Hampshire, Inc. above, are referred to herein as "Developers." Developers and the Village are hereinafter individually referred to as a "Party" and collectively as the "Parties."

This Amendment is made to include the additional costs incurred in construction of the First Sewer Expansion Project in the Village (as hereinafter defined), which Project includes the Hampshire Creek Interceptor Sewer and other work, but specifically does not include costs for the following: certain costs incurred by PHI-Hampshire, Inc. for expansion of the Village's Wastewater Treatment Facility to 1.5 mgd Capacity Project (pursuant to the Agreement for



Financing the WWTF Expansion to 1.5 mgd Capacity, dated February 2, 2006) (defined below as the "Final Adjustment Cost"); and certain costs incurred by Hampshire West, LLC, in relation to the Hampshire Creek Interceptor Sewer Project (defined below as the "HCIS Contribution Cost"), which costs upon request of the paying party, when paid, and when certified by the Village Engineer will be identified for recapture purposes in a separate agreement.

RECITALS

A. PHI-Hampshire, Inc., an Illinois corporation, is the successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company.

B. HPI-Hampshire, L.L.C. and the Village have previously entered into the Tuscany Woods Development Agreement ("Development Agreement") dated September 2, 2004, concerning the Tuscany Woods Development.

C. Subsequently, a portion of the Tuscany Woods Subdivision was transferred to a separate entity; was platted as "Unit 1" of the Subdivision; and was the subject of a foreclosure action which has resulted in title to Unit 1 currently being held by Tuscany Woods Holdings, Inc.

D. The Subdivision consists of real estate consisting of approximately 409.8 acres; Unit 1 and the remainder of the territory in the Subdivision are legally described as set forth on Exhibit "A," attached hereto and incorporated herein by this reference.

E. For purposes of convenience, the territory described on Exhibit "A" as the territory outside of Unit 1 will be referred to herein as "Unit 2."

F. For purposes of convenience, PHI-Hampshire, Inc. and Tuscany Woods Holdings, Inc. (together with their predecessors in title) will be referred to herein as "Developers."

G. Pursuant to the Development Agreement, Developers were required to fund the costs for the First Sewer Expansion Project, including costs incurred to design, permit and construct the Hampshire Creek Interceptor Sewer. It is acknowledged and agreed that another party (to wit: Hampshire West, LLC) in fact obtained permits for and constructed a portion of the Hampshire Creek Interceptor Sewer, from a point commencing at the connection of the interceptor sewer to the existing Village Wastewater Treatment Facility, and running northward across Hampshire Creek for approximately four hundred fifty lineal feet of interceptor sewer main. Developers constructed the remainder of the Hampshire Creek Interceptor sewer to a point on the northern boundary of the Tuscany Woods Development.

H. Pursuant to the terms of the Development Agreement, Developers were to receive credit against the costs incurred for the First Sewer Expansion Project for the Sewer Impact Fees and Sewer Connection Fees due in relation to the improvements to be constructed in the Subdivision, and were to be allowed to recapture any costs incurred in excess of said credit by means of a recapture agreement with the Village.

I. The First Sewer Expansion Project will benefit other properties in the area.

J. In reliance on the Village's covenants, agreement and representations contained in this Amendment and in the Development Agreement, Developers have incurred substantial costs in funding the construction of the First Sewer Expansion Project.

K. Recapture due under this Amendment shall be based upon the total amount of Certified Cost-Final for the First Sewer Expansion Project (as defined herein), less the credit for Sewer Impact Fees and Sewer Connection Fees due in relation to the improvements in the Subdivision.

L. The amount so calculated shall be collected by the Village from the owners of properties benefited by such improvements, in accordance with the terms of this Agreement.

M. The planned growth of the Village and the health, safety and welfare of the residents of the Village has been furthered by construction of the Hampshire Creek Interceptor Sewer.

N. The Parties are entering into this Amendment pursuant to: (a) the authority granted in Division 5 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9-5-1 and 5/9-5-2, (b) the authority granted in the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and of Act 220 of Chapter 5 of the Illinois Compiled Statutes (5 ILCS 220/1 *et seq.*; (c) the Village's general police powers; and (d) the provisions of the Development Agreement.

O. The Village has adopted and shall adopt the necessary ordinances required by state statute to approve this Amendment and to authorize the payment of the Recapture Amounts.

P. Each of the Developers has separately entered into a certain agreement with the Village, titled "Amended and Re-Stated Development Agreement," dated April ____, 2014, respectively, which amended agreements each include terms and provisions relating to the recapture rights described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are material to this Amendment and are expressly incorporated into and made a part of this Amendment as fully as though set forth in their entirety in this Paragraph 1. The Parties acknowledge the accuracy and truth of the foregoing recitals.

2. **Definitions.**

(a) "Benefited Property" refers to the properties identified on the map Identifying the Benefited Properties attached hereto as Exhibit "B" and on the PIN list of the Benefited Properties, attached hereto as Exhibit "C".

(b) "Certified Cost-Partial" refers to the cost incurred by Developer prior to December 31, 2006, and memorialized in a Recapture Agreement dated December 13, 2006, and recorded with the Office of the Kane County Recorder on January 7, 2007 as Document No. 2007K001114. The Certified Cost-Partial was approved and certified by the Village as a portion of the total estimated costs for construction of First Sewer Expansion Project, including the portion of the Hampshire Creek Interceptor Sewer for which Developers bore responsibility. The Certified Cost-Partial is Two Hundred Seven Thousand Four Hundred Ninety Four and 40/100 Dollars (\$207,494.40).

(c) "Certified Cost-Final" refers to the amount certified by the Village Engineer as the final actual cost incurred by Developers for the First Sewer Expansion Project. The Certified Cost-Final includes the Certified Cost-Partial and the additional costs thereafter incurred by Developers and totals Four Million Four Hundred Seventeen Thousand One Hundred Twenty and 68/100 (\$4,417,120.68) Dollars.

(d) "Connection" or "Connecting" refers to the earlier to occur of approval by the Village of a Final Plat of Subdivision for all or any portion of a Benefited Property; or issuance by the Village of a building permit for the first residential unit on the Benefited Property. It is the parties' intent to construe this provision in a manner most favorable to the Developers collecting the recapture at the earliest possible date.

(e) "Connection and Impact Fees" refers to the Sanitary Sewer connection fees and the wastewater treatment impact fees described in the Development Agreement (See Exhibit D to said Development Agreement).

(f) “Date of Completion” refers to the date the Village determines that the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, is complete and operational.

(g) “Developers” refers to PHI-Hampshire, Inc., an Illinois corporation, and Tuscany Woods Holdings, Inc., an Illinois corporation.

(h) “Developer(s) of Benefited Property”, see definition of “Owner(s) of Benefited Property” below.

(i) “Developers’ Property” refers to the approximate 409.8 acres generally known as the “Tuscany Woods Subdivision” in the Village of Hampshire.

(j) “Development Agreement” means the Development Agreement by and between HPI-Hampshire, LLC and the Village of Hampshire, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704.

(k) “First Sewer Expansion Project” refers to the sewer improvements described in the Development Agreement, and as subsequently modified as to the Hampshire Creek Interceptor Sewer (after a portion thereof had been constructed by another party as described above) and specifically excluding the Final Adjustment Cost of the expansion of the Village’s Wastewater Treatment Facility to 1.5 mgd capacity.

(l) “Final Adjustment Cost” refers to a payment due from PHI-Hampshire, Inc. to Hampshire East, LLC after final reconciliation of the contributions of the parties, pursuant to the terms and provisions of the that certain Agreement for Financing Expansion of the WWTF to 1.5 mgd Capacity, dated February 2, 2006.

(m) “Final Plat Approval” refers to the adoption of the appropriate resolution or ordinance by the Corporate Authorities approving a Final Plat of Subdivision, a final development plan, or a comparable type of plat or plan.

(n) "Final Plat of Subdivision" refers to the term and process set forth in Chapter 7 of the Village of Hampshire Municipal Code, as amended from time to time.

(o) "HCIS Contribution Cost" refers to that certain cost incurred by Hampshire West LLC for construction of a portion of the Hampshire Creek Interceptor Sewer as described in Recital G above.

(p) "Owner(s) of Benefited Property" refers to the record title holders of property identified on the maps identifying the Benefited Properties, Exhibit "B," and on the Benefited Properties List, Exhibit "C."

(q) "Permanent Index Numbers (PIN)" refers to the convention used by the County Recorder's Office for assigning reference numbers for the purpose of identifying parcels of property by township, section, lot and block.

(r) "Population Equivalent" or "PE" refers to the engineering standard utilized for design of waste water and water usage facilities, for purposes of this Amendment, at 100 gallons of water per person per day, for single family residence dwelling units, 3.5 PE, and for condominiums or apartments, 3.0 PE.

(s) "Recapture Amount" refers to the computation set forth in paragraph 5 due and owing from an Owner of a Benefited Property.

(t) "Service Area" refers to the total area of the Developer's Property and Benefited Properties for which the Hampshire Creek Interceptor Sewer has been designed to serve, which is 2,114 acres, as depicted on Exhibit "C."

(u) "Village" refers to the Village of Hampshire.

3. Certified Cost and Certified Capacity.

(a) The Village certifies by this Amendment that the Certified Cost-Final for the First Sewer Expansion Project is Four Million Four Hundred Seventeen Thousand One

Hundred Twenty and 48/100 Dollars (\$4,417,120.68), as set forth in Exhibit "D." This figure includes the costs previously certified by the Village as the Certified Cost-Partial. This figure does not include the Final Adjustment Cost or the HCIS Contribution Cost.

(b) The Service Area for the First Sewer Expansion Project is the area shown on Exhibit "C," and constituting 2,114 acres, more or less.

(c) The Certified Cost-Final of constructing each component of the First Sewer Expansion Project includes the following:

(i) All engineering costs and expense for preparation of the plans and specifications for each component of the First Sewer Expansion Project, and any revision thereto, and all other engineering costs and expenses incurred by the Village in designing the First Sewer Expansion Project;

(ii) The total amounts paid in connection with the construction of each component of the First Sewer Expansion Project, which shall be verified by the Village Engineer's review of schedules of values, contracts, final waivers of lien, and proofs of payment;

(iii) Any and all permit fees, construction engineering fees paid by Developer, including payments or reimbursements to the Village for review, inspections and/or oversight by the Village Engineer, and payments to any other governmental agencies having jurisdiction over the Benefited Properties, in connection with the construction of each component of the First Sewer Expansion Project;

(iv) All costs and expenses paid or incurred in connection with the securing of any easements or licenses necessary to the construction, installation, and completion of each component of the First Sewer Expansion Project;

(v) All costs and expenses paid or incurred by the Village or its contractors in connection with the repair or replacement of each component of the First Sewer

Expansion Project prior to the First Sewer Expansion Project being certified complete and put in operation; and

4. **Benefited Properties.**

(a) **Benefited Properties.** Funding of the construction of the First Sewer Expansion Project by Developers has made it possible for the Village to provide sewer service to Developers' Properties, and to certain properties other than Developers' Properties, in the Village. Such other properties are each referred to herein as a "Benefited Property", and collectively as the "Benefited Properties." The Benefited Properties are identified on Exhibit "B" and Exhibit "C."

(b) **Only Properties on Benefited Properties List Eligible for Service.** Except as otherwise provided herein, only those properties that are identified on Exhibit "C," the Benefited Properties List, are eligible to connect to and secure the benefit of the First Sewer Expansion Project, unless the Village receives a legally binding written commitment from a Property Owner to be included as a Benefited Property and to pay an appropriate financial contribution in exchange for such property connecting onto and securing the benefit of the First Sewer Expansion Project. The modification or elimination of Benefited Properties listed on Exhibit "B" and/or Exhibit "C" shall be approved pursuant to the amendment procedure identified herein in sub-paragraph 4(d).

(c) **Amendment to PIN.** In the event Kane County changes the permanent index number of any of the properties identified on the Benefited Properties List, the Village and the Developer shall cooperate to amend Exhibit "C" to reflect the current and correct PIN.

(d) **Amendments to Benefited Properties with Consent of Developer.** In the event that a property not listed on the Benefited Properties List seeks to connect to or have the benefit of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, the

Village shall give Developers fifteen (15) days advance written notice of its intent to serve such property and then, provided the Village secures the required financial commitment from the owner of such property, Developers shall consent to including such property within the benefited Properties, unless the inclusion of such property will diminish the capacity reserved to the Developers under this Amendment.

(e) **Reservation of Capacity to Serve Tuscany Woods and Permit Developer to Recover Recapture.** The Village agrees to reserve at all times sufficient capacity in the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, to permit Developers' Properties to be served by the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to permit TWHI to recover all Recapture Amounts due Developers under this Amendment.

5. **Recapture Amount Due From Owners of Benefited Properties.**

(a) **Allocation of Certified Costs.** The Certified Cost-Final shall be allocated between and among Developers, as developers of the Tuscany Woods Subdivision, and the Owners of the Benefited Properties, and shall be allocated based on the capacity of the Hampshire Creek Interceptor Sewer, as follows:

- (i) Developers shall be reimbursed on a cost per PE basis.
- (ii) The total PE of the Hampshire Creek Interceptor Sewer is 25,000 PE, to be reduced by a factor of 50% for purposes of calculation under this Amendment (to 12,500 PE); 2,234.5 PE is needed to serve the Tuscany Woods Subdivision. Therefore, the balance of PE available for use by Owners of Benefited Properties is equal to 10,265.5 PE.
- (iii) The Recapture Amount for each Benefited Property shall therefore be determined according to the following formula:

- a. From the sum of the wastewater treatment impact fees plus the sewer connection fees due from Developer for Tuscany Woods, subtract the amount of wastewater treatment impact fees plus sewer connection fees credited to the costs incurred for the First Sewer Expansion Project under the terms of the Development Agreement; and
- b. From the Certified Cost-Final subtract the result from sub-paragraph (a) above, arriving at Net Recapturable Costs; and
- c. Reduce the total transmission capacity of the Hampshire Creek Interceptor Sewer by a factor of 50%, as described in sub-paragraph (a)(ii) above, resulting in the Net Capacity of the Interceptor; and
- d. From the Net Capacity of the Interceptor resulting from sub-paragraph (c) above, subtract the capacity assigned and reserved to Tuscany Woods Subdivision under the Development Agreement, to wit: 2,234.5 PE, as described in sub-paragraph (a)(ii) above, arriving at Balance of PE in the Interceptor = 10,265.5 PE; and
- e. Divide the Net Recapturable Costs (b above) by the Balance of PE in the Interceptor (d above) to arrive at Cost per PE; and
- f. Multiply the PE for the Benefited Property by the Cost per PE (e above), to arrive at Recapture Amount.

(iv) The Village agrees to require the Owner of a Benefited Property to pay its recapture obligation at the rate determined in accordance with the formula set forth in this Paragraph 5.

(b) **Time of Payment of Recapture Amount.** The Village shall require the Owner of any Benefited Property to make full payment of the Recapture Amount due in respect of said property within thirty (30) days after Final Plat approval. In no event shall the Village permit a Benefited Property to connect to or use the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, until the Owner of the Benefited Property has made full payment of the Recapture Amount due.

(c) **Payment of Interest on Recapture Amount.** In addition to payment of the Recapture Amount, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay simple interest ("Interest") as to the amount due, which interest shall be

calculated at the Prime rate of interest per annum (as established by Northern Trust Bank on May 1 of each calendar year after the effective date of this Amendment) said rate to continue in effect until the next following April 30, computed from the Date of Acceptance of the improvements to the date of payment.

(d) **Payment of Administrative Fee.** In addition to payment of the Recapture Amount and Interest, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay an Administrative Fee to the Village, at the rate of 3% of the sum of the Recapture Amount and Interest due. The Administrative Fee shall be paid at the time of payment of the Recapture Amount and Interest.

(e) **Satisfaction of Recapture Obligations.** Once the Developers' recapturable portion of the Certified Cost-Final, together with accrued Interest, has been fully paid to TWHI, the Village shall not be required to pay any further Recapture Amount(s) to Developers or either of them.

(e) **Developers Not Liable to Pay Recapture Amounts.** Developers shall not be required to pay any Recapture Amount, Interest, or Administrative Fee to the Village in regard to or as a result of connection to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer.

(f) **Village Cooperation.** The Village shall use its best efforts to include in any annexation agreement or pre-annexation agreement entered into after the date of this Amendment with any Owner of a Benefited Property, a requirement that said Owner shall pay the Recapture Amount, Interest and Administrative Fee provided for herein, and shall waive any right to contest both the legality or enforceability of this Amendment and/or his obligation to pay such Recapture Amount, Interest and/or Administrative Fee.

6. **Right to Connect.**

(a) The Owners of all Benefited Properties may be permitted to connect to the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and to extensions thereto, provided capacity is available and provided they shall have first paid to the Village:

- (i) any Recapture Amount charged to the property in question;
- (ii) all Interest then due in connection with payment of said Recapture Amount; and
- (iii) the Village Administrative Fee.

7. Collection Agent; Collection and Payment of Recapture Amounts, Interest, and Administrative Fees. The Village shall act as collection agent for the Recapture Amounts, Interest and Administrative Fees that are payable under the terms of this Amendment. When it has received any Recapture Amount, Interest, and Administrative Fee in proper amount, the Village shall within 30 days of receipt of same, and pursuant to Paragraph 4(f) of the Amended and Re-Stated Development Agreement for Unit 2, dated April ____, 2014, and Paragraph 4(f) of the Amended and Re-stated Development Agreement for Unit 1, dated April ____, 2014, pay over to TWHI the Recapture Amount and any Interest collected in relation thereto. The Village shall retain the Administrative Fee.

8. Limitation on Village's Obligations to Deliver Recapture Amounts and Interest to Developer. The Village's obligation to deliver over to TWHI any Recapture Amounts and Interest collected from Owners of the Benefited Properties constitutes a limited obligation of the Village payable solely from amounts received by the Village from or on behalf of such Owners. Said obligation does not now and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the Village from liability in the event of willful or

intentional failure to perform the duties assumed by it hereunder as collection agent; provided, Developers shall notify the Village promptly after first discovering any such failure.

9. **Indemnification and Hold Harmless.** The Village and its officers, employees and agents shall make all reasonable efforts to make the aforesaid collections, for each Benefited Parcel, but neither the Village nor any of its officials, employees or agents shall be liable in any manner for any failure to make such collections. TWHI shall hold harmless the Village, its officers, employees, and agents from the failure to collect said sums. In any event, however, TWHI and/or the Village may sue any Benefited Owner owing any Recapture Amount hereunder for collection thereof, and in the event TWHI initiates a collection suit, the Village agrees to reasonably cooperate with TWHI's attempts, by allowing free and full access to the Village's books and records pertaining to the development of any Benefited Parcel, and the collection of any Recapture Amounts related thereto.

In the event that the Village, and/or any of its officers, employees, or agents is made a party Defendant in any litigation arising out of or related to this Amendment, TWHI shall defend such litigation, including but not limited to the interest of the Village; and shall further release and hold the Village harmless from any judgment entered against TWHI, Developers, or the Village, and shall indemnify the Village from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the Village, or any of its officers, employees, or agents.

10. **Term.** This Amendment shall remain in full force and effect until the first to occur of: (a) such time as TWHI has fully recaptured all Recapture Amounts and all Interest due hereunder; or (b) the date which is 20 years from the date of this Amendment.

11. **Books and Records.** Developers and the Village shall maintain complete books and records showing Developers' costs, calculated in accordance with generally accepted

accounting principles, for construction of the First Sewer Expansion Project, including the Hampshire Creek Interceptor Sewer, and the Village shall keep and maintain complete books and records showing Recapture Amounts and Interest collected by it. Maintenance of such books and records by the Village shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the Village and Developer during normal business hours, upon request being made a reasonable period of time prior thereto.

12. **Notice.** Any notice which any Party hereto may desire or may be required to give to any other Party shall be in writing, and shall either be mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by an overnight courier service (e.g., by Federal Express) to the respective addresses of the Parties set forth below, or sent by telecopy facsimile to the telecopy numbers of the Parties set forth below. Mailed notices shall be deemed given two business days after the mailing thereof; notices delivered by an overnight courier service shall be deemed given the day following their delivery to such service; and faxed notices shall be deemed given as of the date of the transmission, provided the sending FAX machine produces a transaction statement that reflects the date and time of service, the FAX number to: which the notice was transmitted and an acknowledgement from the receiving FAX machine that the transmission has been received. Any such notice may be served by personal delivery thereof to the other Party which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the Village:

Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457
Facsimile: (847) 683-4915
Attention: Village Clerk

Copy to: Mr. Mark Schuster
Bazos, Freeman, Kramer, Schuster & Braithwaite LLC
1250 Larkin Avenue
Elgin, IL 60140
Facsimile: (847) 742-9777

If to Tuscany Woods Holdings, Inc. Tuscany Woods Holdings, Inc.
c/o U. S. Bank
Mail Code MK-IL-CMOP
28 West Madison Street
Oak Park, IL 60302
Attention: Ms. Claudia Marciniak

Copy to: Mr. Matthew Klepper
DLA-Piper
203 North LaSalle Street
Suite 1500
Chicago, IL 60601-1293

If to PHI-Hampshire: PHI-Hampshire, Inc.
6860 Frontage Road
Burr Ridge, IL 60527
Facsimile: (630) 455-3021
Attention: Mr. Thomas Small

Copy to: Mr. Thomas Burney
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, IL 60014
Facsimile: (815) 459-8429

or to such other address as any Party may, from time to time, designate in a written notice to the other Party.

13. **Successors and Assigns.** This Amendment shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developers who have been designated in writing by Developers as being parties intended to be benefited and burdened by the provisions of this Amendment, and upon successor Corporate Authorities. Notwithstanding anything contained herein to the contrary, Developers and each of them may assign their rights and delegate their duties and obligations hereunder. No delegation of Developers' duties and

obligations, however, shall relieve Developers of their obligations and liabilities under this Amendment, insofar as the Village is concerned, unless and until the Village has given its written consent to said delegation (which consent shall not be unreasonably withheld if said third party purchaser demonstrates that it is financially responsible, to the Village's satisfaction, to meet its obligations hereunder) and said third party purchaser fully accepts and assumes responsibility, in writing directed to the Village, for all duties and obligations of Developers relating to the Developers' Properties, or such portion thereof as is being sold. In particular, the right of TWHI to receive payments of the Recapture Amounts and any related Interest shall not be affected by a sale, in whole or in part, of TWHI's Property; and nothing contained in this Article shall limit or restrict the right of TWHI to assign to any other person or entity its right to receive the Recapture Amounts and Interest paid under and pursuant to this Amendment.

14. **Merger/Amendment.** This Amendment contains the entire agreement of the Parties relative to the subject matter hereof. The same may be modified only by a written instrument executed by the Party to be charged. In the event of any inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

15. **Remedies.**

(a) It is agreed that the Parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Amendment. No action taken by any Party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Amendment or the Development Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amendment shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Amendment, the Party claiming breach shall give prompt written notice of such alleged breach to the other Party and the Party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to the seeking by the Party affected by such default of any remedy provided for herein (provided, however that said 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).

(c) If a Party to this Amendment shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of the default to the defaulting Party, and the defaulting Party shall have failed to cure the default within thirty (30) days after the receipt of the default notice (provided, however, that said 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).

(d) The failure of a Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the Party imposed, shall not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such terms, covenants, agreements or conditions, but the same shall continue in full force and effect.

16. **No Third Party Beneficiaries.** Except as otherwise specified herein, the provisions of this Amendment are for the exclusive benefit of the Village and Developer, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Amendment be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. Captions and Designations/Exhibits. Throughout this Amendment, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Article numbers and caption headings are purely descriptive and shall be disregarded in construing this Amendment. All exhibits to this Amendment are expressly incorporated herein by this reference thereto.

18. Severability. If any provision of this Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any other provision contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of Recapture Amounts or Interest payable hereunder exceeds the amount that may be recaptured by TWHI under currently existing or subsequently enacted law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the Recapture Amounts and Interest payable may be given force and effect. No Party to this Amendment shall contest the validity or enforceability, or assert the invalidity or unenforceability of any provision of this Amendment.

19. Further Assurances. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Amendment, and to aid and assist each other in carrying out such terms and provisions and in furthering the intentions of the Parties as evidenced by such terms and provisions. Specifically, but without limitation, the Village shall enact such resolutions and ordinances and take such other actions as may be necessary or desirable to enable the Village and Developers to comply with and effectuate the terms and provisions hereof and to further the intentions of the Parties as evidenced by the terms and provisions of this Amendment.

20. **Authorizations.** The Parties represent and warrant that the individuals executing this Amendment on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Amendment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized corporate officers all as of the day and year first above written.

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

By: _____
Jeffrey R. Magnussen
President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

**TUSCANY WOODS HOLDINGS, INC.,
An Illinois Corporation,**

By: _____
Its: _____

**PHI-HAMPSHIRE, INC.,
an Illinois corporation**

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Jeffrey R. Magnussen, and Linda Vasquez, personally known to me to be the Village President and Village Clerk, respectively, of the **Village of Hampshire**, and personally known to me to be the same persons whose names are subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and severally acknowledged that as such Village Mayor and Village Clerk, they signed and delivered said Amendment pursuant to authority given by the Board of Trustees of said village, as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of **Tuscany Woods Holdings, Inc. an Illinois corporation**, personally known to me to be the same person whose name is subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Amendment, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that _____ of PIII-Hampshire,
Inc., an Illinois corporation, successor in interest to HPI-Hampshire, L.L.C., an Illinois limited
liability company, personally known to me to be the same person whose name is subscribed to the
foregoing Amendment to Recapture Agreement, appeared before me this day in person and
acknowledged that he signed, sealed and delivered said Amendment, on behalf of the corporation
and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

EXHIBIT LIST

Legal Descriptions of Tuscany Woods Subdivision	A
Map Identifying the Benefited Properties.....	B
PINs of the Benefited Properties.....	C
Certified Cost - Final	D

EXHIBIT A

LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION

09/25/06

Tuscany Woods – Legal Description Exhibit A

A Parcel of Land, being part of the following parcels taken together as a tract:

The South Half of the Southwest Quarter of Section 23 (except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, also except therefrom that part of the following described property lying East of the West line of the South Half of the Southwest Quarter of said Section 23 conveyed to Patricia A. Muscarello by quitclaim deed recorded as document number 91K29093 to wit: A parcel of land located in the South Half of the Southeast Quarter of Section 22 and in the South Half of the Southwest Quarter of Section 23, all being in Township 42 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, more particularly described as follows: Beginning at a point on the East line of said South Half of the Southeast Quarter of Section 22, a distance of 50 feet distant southerly as measured perpendicular to the centerline of the Soo Line Railroad Company's main track; thence Westerly along a line parallel to and 50 feet distant Southerly of said centerline 2,220 feet to a point 900 feet westerly of the East line of the Southwest Quarter of the Southeast Quarter of said Section 22, thence southerly perpendicular to said centerline 100 feet; thence easterly along a line parallel to and 150 feet southerly of said centerline 2,220 feet to the East line of said Section 22; thence northerly along said East line 50 feet; thence easterly along a line parallel to and 100 feet distant southerly as measured perpendicular to said railroad centerline 1,929 feet to a point 600 feet easterly of the West line of the Southeast Quarter of the Southwest Quarter of said Section 23; thence northerly perpendicular to said centerline 50 feet; thence westerly along a line parallel to and 50 feet distant southerly of said centerline to the Point of Beginning); also the Southwest Quarter of the Southeast Quarter 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) in Township 42 North, Range 6 East of the Third Principal Meridian; also the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the West Half of the Northeast Quarter, and the West Half of the Northeast Quarter of the Northeast Quarter, of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; in the Village of Hampshire, Kane County, Illinois.

**LEGAL DESCRIPTION
TUSCANY WOODS SUBDIVISION – UNIT 1**

THAT PART OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 09 MINUTES 52 SECONDS EAST (ASSUMED) ALONG THE WEST LINE OF SAID SECTION 23, 1184.83 FEET TO A LINE 100.00 FEET SOUTH OF (MEASURED NORMAL TO) AND PARALLEL WITH THE CENTERLINE OF THE IOWA, CHICAGO AND EASTERN RAILROAD CORPORATION FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 49 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE, 1916.50 FEET TO A POINT 600.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, THENCE NORTH 00 DEGREES 10 MINUTES 10 SECONDS EAST, PERPENDICULAR TO SAID CENTERLINE, 50.00 FEET TO A LINE 50.00 FEET SOUTH OF (MEASURED NORMAL TO) AND PARALLEL WITH SAID CENTERLINE; THENCE NORTH 89 DEGREES 49 MINUTES 50 SECONDS WEST ALONG SAID PARALLEL LINE, 1916.51 FEET TO THE WEST LINE OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 09 MINUTES 52 SECONDS WEST ALONG SAID WEST LINE, 50.00 FEET TO THE POINT OF BEGINNING; AND

ALSO, 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; AND

EXCEPTING THE FOLLOWING DESCRIBED PARCELS:

PARCEL ONE: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 1,000.68 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 10 SECONDS EAST 50.90 FEET; THENCE SOUTH 54 DEGREES 00 MINUTES 47 SECONDS EAST 86.47 FEET; THENCE SOUTH 71 DEGREES 57 MINUTES 14 SECONDS EAST 86.08 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 50 SECONDS EAST 136.53 FEET; THENCE NORTH 71 DEGREES 14 MINUTES 17 SECONDS EAST 118.47 FEET; THENCE NORTH 68 DEGREES 59 MINUTES 44 SECONDS EAST 203.19 FEET; THENCE NORTH 22 DEGREES 41 MINUTES 38 SECONDS WEST 138.14 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 183.00 FEET, HAVING A CHORD BEARING OF NORTH 55 DEGREES 06 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 54 MINUTES 05 SECONDS EAST 200.20 FEET; THENCE SOUTH 47 DEGREES

05 MINUTES 55 SECONDS EAST 120.00 FEET; THENCE SOUTH 42 DEGREES 54 MINUTES 05 SECONDS WEST 31.14 FEET; THENCE SOUTH 16 DEGREES 05 MINUTES 36 SECONDS EAST 134.60 FEET; THENCE SOUTH 50 DEGREES 08 MINUTES 23 SECONDS EAST 120.00 FEET; THENCE NORTH 86 DEGREES 27 MINUTES 30 SECONDS EAST 120.00 FEET; THENCE NORTH 57 DEGREES 43 MINUTES 51 SECONDS EAST 214.08 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 21 SECONDS EAST 540.58 FEET; THENCE SOUTH 25 DEGREES 55 MINUTES 58 SECONDS EAST 70.93 FEET; THENCE SOUTH 35 DEGREES 00 MINUTES 31 SECONDS EAST 65.47 FEET; THENCE SOUTH 44 DEGREES 10 MINUTES 57 SECONDS EAST 72.40 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES 47 SECONDS EAST 64.36 FEET; THENCE SOUTH 66 DEGREES 28 MINUTES 08 SECONDS EAST 73.75 FEET; THENCE SOUTH 76 DEGREES 39 MINUTES 16 SECONDS EAST 57.43 FEET; THENCE SOUTH 79 DEGREES 26 MINUTES 36 SECONDS EAST 100.20 FEET; THENCE SOUTH 62 DEGREES 07 MINUTES 17 SECONDS EAST 92.11 FEET; THENCE SOUTH 59 DEGREES 22 MINUTES 53 SECONDS EAST 344.42 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS SOUTH 82 DEGREES 17 MINUTES 21 SECONDS EAST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 465.00 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 12 MINUTES 05 SECONDS EAST, A DISTANCE OF 559.84 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 17 DEGREES 22 MINUTES 40 SECONDS WEST 8.60 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 283.00 FEET, HAVING A CHORD BEARING OF NORTH 34 DEGREES 54 MINUTES 28 SECONDS WEST, A DISTANCE OF 173.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 417.00 FEET, HAVING A CHORD BEARING OF NORTH 32 DEGREES 17 MINUTES 33 SECONDS WEST, A DISTANCE OF 293.24 FEET TO A POINT OF TANGENCY; THENCE NORTH 12 DEGREES 08 MINUTES 49 SECONDS WEST 795.59 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 510.00 FEET; THENCE NORTH 12 DEGREES 08 MINUTES 49 SECONDS WEST 125.00 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 139.00 FEET; THENCE SOUTH 12 DEGREES 08 MINUTES 49 SECONDS EAST 120.00 FEET; THENCE NORTH 77 DEGREES 51 MINUTES 11 SECONDS EAST 87.12 FEET; THENCE NORTH 78 DEGREES 22 MINUTES 13 SECONDS EAST 12.59 FEET; THENCE NORTH 82 DEGREES 47 MINUTES 44 SECONDS EAST 95.00 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 22 SECONDS EAST 95.00 FEET; THENCE SOUTH 82 DEGREES 44 MINUTES 51 SECONDS EAST 100.56 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 00 SECONDS EAST 120.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 06 DEGREES 41 MINUTES 52 SECONDS EAST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 883.00 FEET, HAVING A CHORD BEARING OF SOUTH 86 DEGREES 47 MINUTES 21 SECONDS EAST, A DISTANCE OF 107.48 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 43 MINUTES 26 SECONDS EAST 7.62 FEET TO THE EASTERLY LINE OF THE PIPELINE EASEMENT GRANTED TO ANR PIPELINE COMPANY (FORMERLY MICHIGAN WISCONSIN PIPELINE COMPANY) ACCORDING TO DOCUMENT NUMBER 90K10272, AND DOCUMENT NUMBERS 629184, 807867, AND 1120073; THENCE SOUTH 04 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY LINE OF THE PIPELINE EASEMENT A DISTANCE OF 1,417.19 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 16 DEGREES 19 MINUTES 56 SECONDS WEST FROM THE LAST DESCRIBED POINT, HAVING A RADIUS OF 385.00 FEET, HAVING A CHORD BEARING OF SOUTH 81 DEGREES 43 MINUTES 57 SECONDS WEST, A DISTANCE OF 108.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80 DEGREES 47 MINUTES 51 SECONDS WEST 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST; HAVING A RADIUS OF 465.00 FEET, HAVING A CHORD BEARING OF SOUTH 83 DEGREES 14 MINUTES 41 SECONDS WEST, A DISTANCE OF 106.36 FEET

TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 28.361 ACRES, MORE OR LESS; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PARCEL TWO: THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER OF SECTION 26 A DISTANCE OF 437.72 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS WEST 205.30 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 50 SECONDS EAST 265.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 467.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 157.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 19 DEGREES 37 MINUTES 28 SECONDS EAST 24.77 FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 590.00 FEET, HAVING A CHORD BEARING OF SOUTH 85 DEGREES 55 MINUTES 40 SECONDS EAST, A DISTANCE OF 87.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS EAST 78.99 FEET TO THE PLACE OF BEGINNING; IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

Common Address: Located along IL 72, east of Runge Road, south of the IC&E railroad tracks, both north and south of IL 72, in the Village; otherwise constituting the territory designated as the Tuscany Woods Subdivision in the Village of Hampshire, Kane County, Illinois.

**LEGAL DESCRIPTION OF TUSCANY WOODS SUBDIVISION –
TERRITORY LYING OUTSIDE OF UNIT 1
(SOMETIMES REFERRED TO AS “UNIT 2”)**

THAT PART OF SECTIONS 26 AND 23, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 26 A DISTANCE OF 1313.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 48 SECONDS WEST ALONG SAID WEST LINE, 1326.74 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00 DEGREES 00 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1184.86 FEET TO THE SOUTH LINE OF THAT PROPERTY CONVEYED ACCORDING TO DOCUMENT NUMBER 2006K007545; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE, 1916.50 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545; THENCE NORTH 00 DEGREES 03 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY CONVEYED BY SAID DOCUMENT NUMBER 2006K007545, 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 89 DEGREES 56 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 742.05 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 5751.33 FEET, CHORD BEARING SOUTH 83 DEGREES 20 MINUTES 37 SECONDS EAST AND ARC LENGTH OF 1326.15 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE, 1074.29 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 48 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE, 660.04 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 16 MINUTES 58 SECONDS EAST ALONG SAID EAST LINE, 1315.21 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST ALONG SAID SOUTH LINE, 661.32 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS EAST ALONG SAID WEST LINE, 1265.32 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 630.25 FEET TO THE EAST LINE OF TUSCANY WOODS UNIT 1 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 2006K139816; THENCE NORTH 04 DEGREES 30 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE, 50.14 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, 1380.86 FEET TO THE NORTHEAST CORNER OF SAID TUSCANY WOODS; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST ALONG SAID NORTH LINE, 754.24 FEET TO THE EAST LINE OF ROMKE ROAD AS DEDICATED BY SAID DOCUMENT NUMBER 2006K139816; THENCE NORTH 00 DEGREES 12 MINUTES 09 SECONDS WEST, 141.57 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING NORTH 44 DEGREES 47 MINUTES 51 SECONDS EAST AND ARC LENGTH OF 604.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 47 MINUTES 51 SECONDS EAST, 409.15 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00

FEET, CHORD BEARING NORTH 83 DEGREES 32 MINUTES 49 SECONDS EAST AND ARC LENGTH OF 101.46 FEET; THENCE NORTH 04 DEGREES 05 MINUTES 04 SECONDS EAST, 84.37 FEET; TO THE NORTH LINE OF SAID ROMKE ROAD; THENCE WESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, CHORD BEARING SOUTH 81 DEGREES 43 MINUTES 57 SECONDS EAST AND ARC LENGTH OF 108.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 409.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, CHORD BEARING SOUTH 44 DEGREES 47 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 730.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 12 MINUTES 09 SECONDS EAST, 141.57 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 554.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 310.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 255.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 42 DEGREES 55 MINUTES 33 SECONDS WEST, 237.98 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, CHORD BEARING NORTH 66 DEGREES 33 MINUTES 51 SECONDS WEST AND ARC LENGTH OF 321.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, 263.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 590.00 FEET, CHORD BEARING SOUTH 64 DEGREES 01 MINUTES 34 SECONDS WEST AND ARC LENGTH OF 530.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 38 DEGREES 15 MINUTES 18 SECONDS WEST, 309.48 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, CHORD BEARING SOUTH 64 DEGREES 00 MINUTES 14 SECONDS WEST AND ARC LENGTH OF 233.69 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, 246.72 TO THE POINT OF BEGINNING. IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS

AND ALSO THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS.

PINS: 01-23-300-006; 01-23-400-007; 01-26-100-015;
01-26-100-016; 01-26-200-013; 01-26-300-004;
01-26-100-009.

Common Address: That part of the Tuscany Woods Subdivision lying outside of Unit 1 thereof, as platted by Doc. No. 2006K139816, in the Village of Hampshire, Kane County, Illinois.

EXHIBIT B

MAP IDENTIFYING THE BENEFITED PROPERTY



2008K001114

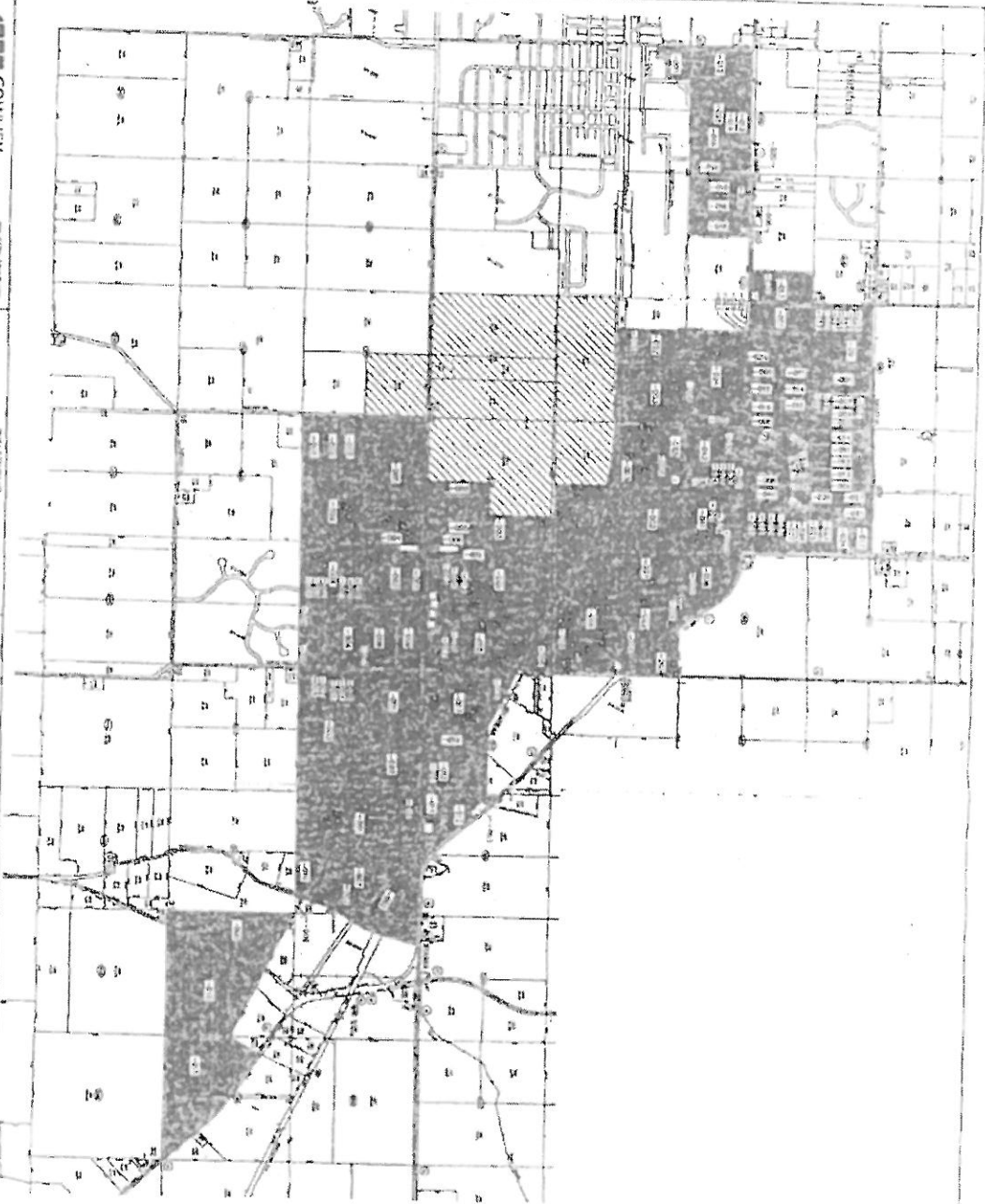
SANDY WEGMAN

RECORDER - KANE COUNTY, IL

RECORDED 10/20/08 10:11 AM

REC FEE \$8.00 RLSYS FEE \$9.00

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COWHEY
GUDMUNDSON
LEDER LTD.
1000 N. WILSON ST.
CHICAGO, IL 60642
TEL: 312.329.1234
FAX: 312.329.1235
WWW.COWHEYGUDMUNDSON.COM

REV	DATE	DESCRIPTION
1	10/20/08	ORIGINAL
2	10/20/08	RECAPTURE EXHIBIT B

TUSCANY WOODS
HAMPSHIRE, ILLINOIS

RECAPTURE EXHIBIT B

PROJECT NO.	1114
DATE	10/20/08
SCALE	AS SHOWN
DESIGNED BY	SW
CHECKED BY	SW
DATE	10/20/08

TUSCANY WOODS - RECAPTURE EXHIBIT B

EXHIBIT C

THE BENEFITED PROPERTIES LIST

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

TOWNSHIP	SECTION	BLOCK	PARCEL NUMBER	AREA	% OF TOTAL
01	14	300	001	40.00	2.052%
01	14	300	005	17.00	0.872%
01	14	300	007	9.33	0.479%
01	14	300	008	5.90	0.303%
01	14	300	009	7.58	0.389%
01	14	400	009	7.58	0.389%
01	14	400	011	7.58	0.389%
01	14	400	012	7.55	0.387%
01	14	400	013	7.58	0.389%
01	14	400	014	7.59	0.389%
01	14	400	015	1.65	0.085%
01	14	400	017	6.83	0.350%
01	14	400	021	6.27	0.322%
01	14	400	022	6.55	0.336%
01	14	400	024	6.28	0.322%
01	14	400	025	6.01	0.308%
01	14	400	026	4.10	0.210%
01	14	400	027	4.00	0.205%
01	22	100	012	20.00	1.026%
01	22	100	013	1.52	0.078%
01	22	100	014	4.00	0.205%
01	22	100	018	6.00	0.308%
01	22	100	019	1.00	0.051%
01	22	100	020	1.00	0.051%
01	22	100	025	42.78	2.195%
01	22	200	006	0.61	0.031%
01	22	200	008	2.00	0.103%
01	22	200	010	12.00	0.616%
01	22	200	013	19.00	0.975%
01	22	200	016	13.00	0.667%
01	22	200	018	12.39	0.636%
01	22	200	028	1.00	0.051%
01	22	301	001	8.57	0.440%
01	22	301	002	0.65	0.033%
01	23	100	001	40.00	2.052%
01	23	100	004	43.22	2.217%
01	23	100	005	4.22	0.217%
01	23	100	006	6.37	0.327%
01	23	100	008	5.47	0.281%
01	23	100	009	5.80	0.298%
01	23	100	011	5.41	0.278%
01	23	100	012	5.70	0.292%
01	23	100	014	5.52	0.283%
01	23	100	015	5.52	0.283%
01	23	100	016	6.22	0.319%
01	23	100	017	1.53	0.078%
01	23	100	018	1.34	0.069%
01	23	100	019	1.39	0.071%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

01	23	100	020	1.27	0.065%
01	23	100	021	1.54	0.079%
01	23	100	022	1.54	0.079%
01	23	100	023	1.32	0.068%
01	23	100	024	3.30	0.169%
01	23	100	025	1.66	0.085%
01	23	100	026	1.23	0.066%
01	23	100	027	1.46	0.075%
01	23	100	029	1.91	0.098%
01	23	100	030	3.8	0.195%
01	23	200	006	5.35	0.274%
01	23	200	007	5.07	0.260%
01	23	200	009	6.24	0.320%
01	23	200	010	5.07	0.260%
01	23	200	012	5.06	0.260%
01	23	200	019	2.00	0.103%
01	23	200	020	2.10	0.108%
01	23	200	021	2.00	0.103%
01	23	200	022	2.12	0.109%
01	23	200	023	2.00	0.103%
01	23	200	024	2.00	0.103%
01	23	200	026	4.30	0.221%
01	23	200	027	5.40	0.277%
01	23	200	028	2.20	0.113%
01	23	200	029	2.00	0.103%
01	23	200	030	2.00	0.103%
01	23	200	031	2.00	0.103%
01	23	200	032	2.20	0.113%
01	23	200	033	2.00	0.103%
01	23	200	034	2.00	0.103%
01	23	200	036	1.13	0.058%
01	23	200	039	3.70	0.190%
01	23	200	040	5.35	0.274%
01	23	200	041	35.79	1.836%
01	23	200	042	32.23	1.654%
01	23	200	043	6.81	0.349%
01	23	276	001	1.64	0.084%
01	23	276	002	1.44	0.074%
01	23	300	002	18.97	0.973%
01	23	300	003	39.57	2.030%
01	23	300	005	2.21	0.113%
01	23	400	002	40.00	2.052%
01	23	400	003	67.46	3.461%
01	23	400	005	7.45	0.382%
01	23	400	006	1.95	0.100%
01	24	100	005	0.77	0.040%
01	24	100	006	33.93	1.741%
01	24	300	002	30.46	1.563%
01	24	300	003	15.98	0.820%
01	24	300	004	1.54	0.079%
01	24	300	006	4.42	0.227%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

01	24	300	007	24.25	1.244%
01	24	300	008	79.76	4.092%
01	24	300	009	0.28	0.014%
01	25	100	001	67.68	3.472%
01	25	100	003	1.00	0.051%
01	25	100	004	1.24	0.064%
01	25	100	007	1.71	0.088%
01	25	100	008	1.00	0.051%
01	25	100	009	7.97	0.409%
01	25	100	010	64.19	3.293%
01	25	100	011	8.26	0.424%
01	25	100	012	1.74	0.089%
01	25	200	006	8.70	0.446%
01	25	200	007	39.98	2.051%
01	25	200	012	8.56	0.439%
01	25	200	013	20.71	1.063%
01	25	300	001	2.00	0.103%
01	25	300	002	38.00	1.950%
01	25	300	004	55.00	2.822%
01	25	300	007	1.09	0.056%
01	25	300	008	22.34	1.146%
01	25	300	009	16.57	0.850%
01	25	376	001	1.25	0.064%
01	25	376	002	1.65	0.085%
01	25	376	003	1.58	0.081%
01	25	376	004	2.05	0.105%
01	25	377	004	1.25	0.064%
01	25	377	006	1.4	0.072%
01	25	377	007	1.27	0.065%
01	25	377	008	1.19	0.061%
01	25	378	001	1.92	0.099%
01	25	378	004	1.68	0.086%
01	25	378	005	1.61	0.083%
01	25	378	006	1.61	0.083%
01	25	378	007	2.50	0.128%
01	25	400	001	40.00	2.052%
01	25	400	002	40.00	2.052%
01	25	400	003	80.00	4.105%
01	26	200	002	8.15	0.418%
01	26	200	003	36.73	1.885%
01	26	200	005	9.93	0.509%
01	26	200	006	5.19	0.266%
01	26	400	002	40.00	2.052%
01	26	400	004	7.58	0.389%
01	26	400	005	72.42	3.716%
01	26	400	006	15.32	0.786%
01	26	400	008	7.49	0.384%
01	26	400	009	17.19	0.882%
02	30	100	003	1.57	0.081%

Tuscany Woods - Sanitary Service Areas

September 20, 2006

Exhibit C

02	30	100	011	5.38	0.276%
02	30	100	012	13.56	0.696%
02	30	100	015	3.75	0.192%
02	30	100	016	0.38	0.019%
02	30	300	001	80.67	4.139%
02	30	300	002	15.41	0.791%
02	30	300	003	0.17	0.009%
02	30	300	007	44.26	2.272%
02	30	300	009	0.64	0.033%
02	30	300	010	9.35	0.480%
02	31	200	009	41.48	2.128%
02	31	200	010	75.13	3.855%
02	32	100	002	20.5	1.052%
02	32	100	015	51.1	2.622%
		TOTAL AREA		1949.05	100.000%

EXHIBIT D

CERTIFIED COSTS - FINAL

RG: Pseudotemporalizer/2015-04-22 Hampshire Creek Interceptor Sewer in England Hampshire, UK 4.4 km, 1000 m, 1000 m, 1000 m

April 15, 2014

FIRST SEWER EXPANSION PROJECT - CERTIFIED FINAL COST
EXHIBIT E

DESCRIPTION	AMOUNT
CERTIFIED FINAL COST FOR THE HAMPSHIRE CREEK INTERCEPTOR SEWER	\$ 2,508,242.59
CERTIFIED FINAL COST FOR THE 1.5 MGD WWTF EXPANSION	\$ 1,908,877.89
TOTAL CERTIFIED COST	\$ 4,417,120.48

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

Mark Schuster
Bazos, Freeman, Kramer, Schuster &
Braithwaite LLC
1250 Larkin Avenue #100
Elgin, IL 60123

THE ABOVE SPACE FOR RECORDER'S USE

**AMENDMENT TO
RECAPTURE AGREEMENT FOR THE FIRST WATER EXPANSION PROJECT
BETWEEN PHI-HAMPSHIRE, INC., AN ILLINOIS CORPORATION
AND THE VILLAGE OF HAMPSHIRE**

THIS AMENDMENT TO RECAPTURE AGREEMENT ("Amendment") is made and entered into as of _____, 2014, by and between PHI-HAMPSHIRE, INC., an Illinois corporation ("PHI"), successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company, and the VILLAGE OF HAMPSHIRE, an Illinois municipal corporation, located in Kane County, Illinois (the "Village").

This Amendment is joined by Tuscany Woods Holdings, Inc. ("TWHI"), an Illinois corporation, as the current title holder to the property designated as Unit 1 of the Tuscany Woods Subdivision, as more fully set forth in the Recitals below. TWHI, together with PHI-Hampshire, Inc. above, are referred to herein as "Developers." Developers and the Village are hereinafter individually referred to as a "Party" and collectively as the "Parties."

This Amendment is made to include the additional costs incurred in construction of the First Water Expansion Project in the Village (as hereinafter defined).

RECITALS

A. PHI-Hampshire, Inc., an Illinois corporation, is the successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company.



B. Developer and the Village have previously entered into the Tuscany Woods Development Agreement ("Development Agreement") dated September 2, 2004, concerning the Tuscany Woods Development.

C. Subsequently, a portion of the Tuscany Woods Subdivision was transferred to a separate entity; was platted as "Unit 1" of the Subdivision; and was the subject of a foreclosure action which has resulted in title to Unit 1 currently being held by Tuscany Woods Holdings, Inc.

D. The Subdivision consists of real estate consisting of approximately 409.8 acres; Unit 1 and the remainder of the territory in the Subdivision are legally described as set forth on Exhibit "A," attached hereto and incorporated herein by this reference.

E. For purposes of convenience, the territory described on Exhibit "A" as the territory outside of Unit 1 will be referred to herein as "Unit 2."

F. For purposes of convenience, PHI-Hampshire, Inc. and Tuscany Woods Holdings, Inc. (together with their predecessors in title) will be referred to herein as "Developers."

G. Pursuant to the Development Agreement, Developer was required to fund the costs for the First Water Expansion Project.

H. Pursuant to the terms of the Development Agreement, Developer was to receive credit for the costs incurred for the First Water Expansion Project and was to be allowed to recapture any excess costs incurred by means of a recapture agreement with the Village.

I. The First Water Expansion Project will benefit other properties in the area. Pursuant to the Development Agreement, Developers are entitled to recapture amounts paid for the First Water Expansion Project in excess of the credits Developers received for pre-paying the water fees and water connection fees otherwise due to the Village in regard to the

development of the Tuscany Woods Subdivision.

J. In reliance on the Village's covenants, agreement and representations contained in this Amendment and in the Development Agreement, Developers have incurred substantial costs in funding the construction of the First Water Expansion Project.

K. Recapture due under this Amendment shall be based upon the total amount of Final Certified Cost for the First Water Expansion Project, less the credit for Sewer Impact Fees and Sewer Connection fees due in relation to the improvements in the Subdivision.

L. The amount so calculated shall be collected by the Village from the owners of properties benefited by such improvements, in accordance with the terms of this Agreement.

M. The planned growth of the Village and the health, safety and welfare of the residents of the Village has been furthered by construction of the Hampshire Creek Interceptor Sewer.

N. The Parties are entering into this Amendment pursuant to: (a) the authority granted in Division 5 of Article 9 of the Illinois Municipal Code, 65 ILCS 5/9-5-1 and 5/9-5-2, (b) the authority granted in the intergovernmental cooperation provisions of the Illinois Constitution (Article VII, Section 10) and of Act 220 of Chapter 5 of the Illinois Compiled Statutes (5 ILCS 220/1 *et seq.*; (c) the Village's general police powers; and (d) the provisions of the Development Agreement.

O. The Village has adopted and shall adopt the necessary ordinances required by state statute to approve this Amendment and to authorize the payment of the Recapture Amounts.

O. Each of the Developers have separately entered into a certain agreement with the Village, titled "Amended and Restated Development Agreement," dated April 17, 2014,

respectively, which amended agreements include terms and provisions relating to the recapture rights described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are material to this Amendment and are expressly incorporated into and made a part of this Amendment as fully as though set forth in their entirety in this Paragraph 1. The Parties acknowledge the accuracy and truth of the foregoing recitals.

2. **Definitions.**

(a) "Benefited Property" refers to the properties identified on the map Identifying the Benefited Properties attached hereto as Exhibit "B" and on the PIN list of the Benefited Properties, attached hereto as Exhibit "C".

(b) "Certified Cost-Partial" refers to the cost incurred by Developer prior to December 31, 2006, and memorialized in a Recapture Agreement dated December 13, 2007, and recorded with the Office of the Kane County Recorder on January 7, 2007 as Document number 2008K001115. The Certified Cost-Partial was approved and certified by the Village as a portion of the total final costs for construction of First Water Expansion Project, including the portion of the Hampshire Creek Interceptor Sewer for which Developers bore responsibility. The Certified Cost-Partial is Two Hundred Eighty Six Thousand Eight Hundred Ninety Four and 44/100 (\$286,894.44) Dollars as of December 31, 2006.

(c) "Certified Cost-Final" refers to the amount certified by the Village Engineer as the final actual cost incurred by Developers for the First Water Expansion Project. The Certified Cost-Final includes the Certified Cost-Partial and the additional costs thereafter incurred by

Developers and totals _____
(\$_____) Dollars, as specified on Exhibit "D."

(d) "Connection" or "Connecting" refers to the earlier to occur of approval by the Village of a Final Plat of Subdivision for all or any portion of a Benefited Property; or issuance by the Village of a building permit for the first residential unit on the Benefited Property. It is the parties' intent to construe this provision in a manner most favorable to the Developers collecting the recapture at the earliest possible date.

(e) "Connection and Impact Fees" refers to the Sanitary Sewer connection fees and the wastewater treatment impact fees described in the Development Agreement (See Exhibit D to said Development Agreement).

(f) "Date of Completion" refers to the date the Village determines that the First Water Expansion Project, is complete and operational.

(g) "Developers" refers to PHI-Hampshire, Inc., an Illinois corporation, and Tuscany Woods Holding, Inc., an Illinois corporation.

(h) "Developer(s) of Benefited Property", see definition of "Owner(s) of Benefited Property" below.

(i) "Developers' Property" refers to the approximate 409.8 acres generally known as the "Tuscany Woods Subdivision" in the Village of Hampshire.

(j) "Development Agreement" means the Development Agreement by and between PHI-Hampshire, LLC and the Village of Hampshire, dated September 2, 2004, and recorded in the Office of the Kane County Recorder as Doc. No. 2004K156704.

(k) "First Water Expansion Project" refers to the sewer improvements described in the Development Agreement.

(l) "Final Plat Approval" refers to the adoption of the appropriate resolution or ordinance by the Corporate Authorities approving a Final Plat of Subdivision, a final development plan, or a comparable type of plat or plan.

(m) "Final Plat of Subdivision" refers to the term and process set forth in Chapter 7 of the Village of Hampshire Municipal Code, as amended from time to time.

(n) "Owner(s) of Benefited Property" refers to the record title holders of property identified on the maps identifying the Benefited Properties, Exhibit "B," and on the Benefited Properties List, Exhibit "C."

(o) "Permanent Index Numbers (PIN)" refers to the convention used by the County Recorder's Office for assigning reference numbers for the purpose of identifying parcels of property by township, section, lot and block.

(p) "Population Equivalent" or "PE" refers to the engineering standard utilized for design of waste water and water usage facilities, for purposes of this Amendment, at 100 gallons of water per person per day, for single family residence dwelling units, 3.5 PE, and for condominiums or apartments, 3.0 PE.

(q) "Recapture Amount" refers to the computation set forth in paragraph 5 due and owing from an Owner of a Benefited Property.

(r) "Service Area" refers to the total area of the Developer's Property and Benefited Properties for which the Hampshire Creek Interceptor Sewer has been designed to serve, which is 2,114 acres, as depicted on Exhibit "C."

(s) "Village" refers to the Village of Hampshire.

3. Certified Cost and Certified Capacity.

(a) The Village certifies by this Amendment that the Certified Cost-Final for the First Water Expansion Project is _____ (\$_____) Dollars, as set forth in Exhibit "D." This figure includes the costs previously certified by the Village as the Certified Cost-Partial.

(b) The Service Area for the First Water Expansion Project is the area shown on Exhibit "C," and constituting 2,114 acres, more or less.

(c) The Certified Cost-Final of constructing each component of the First Water Expansion Project includes the following:

(i) All engineering costs and expense for preparation of the plans and specifications for each component of the First Water Expansion Project, and any revision thereto, and all other engineering costs and expenses incurred by the Village in designing the First Water Expansion Project;

(ii) The total amounts paid in connection with the construction of each component of the First Water Expansion Project, which shall be verified by the Village Engineer's review of schedules of values, contracts, final waivers of lien, and proofs of payment;

(iii) Any and all permit fees, construction engineering fees paid by Developer, including payments or reimbursements to the Village for review, inspections and/or oversight by the Village Engineer, and payments to any other governmental agencies having jurisdiction over the Benefited Properties, in connection with the construction of each component of the First Water Expansion Project;

(iv) All costs and expenses paid or incurred in connection with the securing of any easements or licenses necessary to the construction, installation, and completion of each component of the First Water Expansion Project;

(v) All costs and expenses paid or incurred by the Village or its contractors in connection with the repair or replacement of each component of the First Water Expansion Project prior to the First Water Expansion Project being certified complete and put in operation; and

(vi) Certain costs incurred by PHI-Hampshire, Inc. and paid to Hampshire East, Inc. in the amount of \$226,206.1 for the WWTF Expansion to 1.5 mgd Capacity project; and certain costs incurred by PHI-Hampshire, Inc. and paid to Hampshire West, LLC in the amount of \$139,270.19 for the cost of construction of a portion of the Hampshire Creek Interceptor Sewer, as described above.

4. **Benefited Properties.**

(a) **Benefited Properties.** Funding of the construction of the First Water Expansion Project by Developers has made it possible for the Village to provide sewer service to Developers' Properties, and to certain properties other than Developers' Properties, in the Village. Such other properties are each referred to herein as a "Benefited Property", and collectively as the "Benefited Properties." The Benefited Properties are identified on Exhibit "B" and Exhibit "C."

(b) **Only Properties on Benefited Properties List Eligible for Service.** Except as otherwise provided herein, only those properties that are identified on Exhibit "C," the Benefited Properties List, are eligible to connect to and secure the benefit of the First Water Expansion Project, unless the Village receives a legally binding written commitment from a Property Owner to be included as a Benefited Property and to pay an appropriate financial contribution in exchange for such property connecting onto and securing the benefit of the First Water Expansion Project. The modification or elimination of Benefited Properties listed on

Exhibit "B" and/or Exhibit "C" shall be approved pursuant to the amendment procedure identified herein in sub-paragraph 4(d).

(c) **Amendment to PIN.** In the event Kane County changes the permanent index number of any of the properties identified on the Benefited Properties List, the Village and the Developer shall cooperate to amend Exhibit "C" to reflect the current and correct PIN.

(d) **Amendments to Benefited Properties with Consent of Developer.** In the event that a property not listed on the Benefited Properties List seeks to connect to or have the benefit of the First Water Expansion Project, the Village shall give Developers fifteen (15) days advance written notice of its intent to serve such property and then, provided the Village secures the required financial commitment from the owner of such property, Developers shall consent to including such property within the Benefited Properties, unless the inclusion of such property will diminish Developer's reserved capacity.

(e) **Reservation of Capacity to Serve Tuscany Woods and Permit Developer to Recover Recapture.** The Village agrees to reserve at all times sufficient capacity in the First Water Expansion Project, to permit Developers' Properties to be served by the First Water Expansion Project, and to permit PHI-Hampshire to recover all Recapture Amounts due Developers.

5. **Recapture Amount Due From Owners of Benefited Properties.**

(a) **Allocation of Certified Costs.** The Certified Cost - Final shall be allocated between and among Developers, as developers of the Tuscany Woods Subdivision, and the Owners of the Benefited Properties, as follows:

(i) Developers shall be reimbursed on a cost per PE basis.

(ii) The total PE of the First Water Expansion is 7,500 PE; 2,234.5 PE is needed to serve the Tuscany Woods Subdivision. The balance of PE available for use by Owners of Benefited Properties is equal to 5,265.5 PE.

(iii) The Recapture Amount for each Benefited Property shall therefore be determined according to the following formula:

a. From the sum of the water supply and storage impact fees plus the water connection fees due from Developer for Tuscany Woods, subtract the amount of water supply and storage impact fees plus water connection fees credited to the costs incurred by Developer for the design, permitting for and construction of the First Water Expansion; and

b. From the Certified Cost-Final subtract the result from sub-paragraph (a) above, arriving at Net Recapturable Costs; and

c. From the Net Capacity of the First Water Expansion, subtract the capacity assigned and reserved to Tuscany Woods under the Development Agreement, to wit: 2,234.5 PE, arriving at Balance of PE in the First Water Expansion = 5,265.5 PE; and

d. Divide the Net Recapturable Costs (b above) by the Balance of PE in the First Water Expansion (5,265.5 PE, per c above) to arrive at Cost per PE; and

e. Multiply the PE for the Benefitted Property by the Cost per PE (d above) to arrive at the Recapture Amount.

(iv) The Village agrees to require the Owner of a Benefited Property to pay its recapture obligation at the rate determined in accordance with the formula set forth in this Paragraph 5.

(b) **Time of Payment of Recapture Amount.** The Village shall require the Owner of any Benefited Property to make full payment of the Recapture Amount due in respect of said property within thirty (30) days after Final Plat approval. In no event shall the Village permit a Benefited Property to connect to or use the First Water Expansion Project, until the Owner of the Benefited Property has made full payment of the Recapture Amount due.

(c) **Payment of Interest on Recapture Amount.** In addition to payment of the Recapture Amount, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay simple interest ("Interest") as to the amount due, which interest shall be calculated at the Prime rate of interest per annum (as established by Northern Trust Bank on May 1 of each calendar year after the effective date of this Amendment) said rate to continue in

effect until the next following April 30, computed from the Date of Acceptance of the improvements to the date of payment.

(d) **Payment of Administrative Fee.** In addition to payment of the Recapture Amount and Interest, any Owner of a Benefited Property who is obligated to pay a Recapture Amount shall also pay an Administrative Fee to the Village, at the rate of 3% of the sum of the Recapture Amount and Interest due. The Administrative Fee shall be paid at the time of payment of the Recapture Amount and Interest.

(e) **Satisfaction of Recapture Obligations.** Once the Developers' recapturable portion of the Certified Cost-Final, together with accrued Interest, has been fully paid to PHH-Hampshire, the Village shall not be required to pay any further Recapture Amount(s) to Developer.

(e) **Developers Not Liable to Pay Recapture Amounts.** Developers shall not be required to pay any Recapture Amount, Interest, or Administrative Fee to the Village in regard to or as a result of connection to the First Water Expansion Project.

(f) **Village Cooperation.** The Village shall use its best efforts to include in any annexation agreement or pre-annexation agreement entered into after the date of this Amendment with any Owner of a Benefited Property, a requirement that said Owner shall pay the Recapture Amount, Interest and Administrative Fee provided for herein, and shall waive any right to contest both the legality or enforceability of this Amendment and/or his obligation to pay such Recapture Amount, Interest and/or Administrative Fee.

6. **Right to Connect.**

(a) The Owners of all Benefited Properties may be permitted to connect to the First Water Expansion Project, and to extensions thereto, provided capacity is available and provided they shall have first paid to the Village:

- (i) any Recapture Amount charged to the property in question;
- (ii) all Interest then due in connection with payment of said Recapture Amount; and
- (iii) the Village Administrative Fee.

7. Collection Agent; Collection and Payment of Recapture Amounts, Interest, and Administrative Fees. The Village shall act as collection agent for the Recapture Amounts, Interest and Administrative Fees that are payable under the terms of this Agreement. When it has received any Recapture Amount, Interest, and Administrative Fee in proper amount, the Village shall within 30 days of receipt of same, and pursuant to Paragraph 5(e) of the Amended and Restated Development Agreement for Unit 2, dated April 17, 2014, and Paragraph 5(f) of the Amended and Restated Development Agreement for Unit 1, dated April 17, 2014, pay over to PHI-Hampshire, Inc. any and all Recapture Amount(s) and any Interest collected. The Village shall retain the Administrative Fee.

8. Limitation on Village's Obligations to Deliver Recapture Amounts and Interest to Developer. The Village's obligation to deliver over to PHI-Hampshire any Recapture Amounts and Interest collected from Owners of the Benefited Properties constitutes a limited obligation of the Village payable solely from amounts received by the Village from or on behalf of such Owners. Said obligation does not now and shall never constitute a general indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power. Nothing contained herein, however, shall be deemed to exonerate or exculpate the Village from liability in the event of willful or intentional failure to perform the duties assumed by it hereunder as collection agent; provided, Developers shall notify the Village promptly after first discovering any such failure.

9. Indemnification and Hold Harmless. The Village and its officers, employees

and agents shall make all reasonable efforts to make the aforesaid collections, for each Benefited Parcel, but neither the Village nor any of its officials, employees or agents shall be liable in any manner for any failure to make such collections. PHI-Hampshire shall hold harmless the Village, its officers, employees, and agents from the failure to collect said sums. In any event, however, PHI-Hampshire and/or the Village may sue any Benefited Owner owing any Recapture Amount hereunder for collection thereof, and in the event PHI-Hampshire initiates a collection suit, the Village agrees to reasonably cooperate with its attempts, by allowing free and full access to the Village's books and records pertaining to the development of any Benefited Parcel, and the collection of any Recapture Amounts related thereto.

In the event that the Village, and/or any of its officers, employees, or agents is made a party defendant in any litigation arising out of or related to this Agreement, PHI-Hampshire shall defend such litigation, including but not limited to the interest of the Village; and shall further release and hold the Village harmless from any judgment entered against PHI-Hampshire, Tuscan Woods Holdings, Inc. or the Village, and shall indemnify the Village from any loss resulting therefrom, except to the extent such loss results from the grossly negligent or willfully wrongful act or conduct of the Village, or any of its officers, employees, or agents.

10. **Term.** This Amendment shall remain in full force and effect until the first to occur of: (a) such time as Developers have fully recaptured all Recapture Amounts and all Interest due hereunder; or (b) the date which is 20 years from the date of this Amendment.

11. **Books and Records.** Developer and the Village shall maintain complete books and records showing Developers' costs, calculated in accordance with generally accepted accounting principles, for construction of the First Water Expansion Project, and the Village shall keep and maintain complete books and records showing Recapture Amounts and Interest collected by it. Maintenance of such books and records by the Village shall be deemed

complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the Village and Developers during normal business hours, upon request being made a reasonable period of time prior thereto.

12. **Notice.** Any notice which any Party hereto may desire or may be required to give to any other Party shall be in writing, and shall either be mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by an overnight courier service (e.g., by Federal Express) to the respective addresses of the Parties set forth below, or sent by telecopy facsimile to the telecopy numbers of the Parties set forth below. Mailed notices shall be deemed given two business days after the mailing thereof; notices delivered by an overnight courier service shall be deemed given the day following their delivery to such service; and faxed notices shall be deemed given as of the date of the transmission, provided the sending FAX machine produces a transaction statement that reflects the date and time of service, the FAX number to: which the notice was transmitted and an acknowledgement from the receiving FAX machine that the transmission has been received. Any such notice may be served by personal delivery thereof to the other Party which delivery shall constitute service of notice hereunder on the date of such delivery.

If to the Village:

Village of Hampshire
234 S. State Street
Hampshire, IL 60140-0457
Facsimile: (847) 683-4915
Attention: Village Clerk

Copy to:

Mr. Mark Schuster
Bazos, Freeman, Kramer, Schuster & Braithwaite I.L.C
1250 Larkin Avenue
Elgin, IL 60140
Facsimile: (847) 742-9777

If to PHI-Hampshire:

PHI-Hampshire, Inc.
6860 Frontage Road

Burr Ridge, IL 60527
Facsimile: (630) 455-3021
Attention: Mr. Thomas Small

Copy to: Mr. Thomas Burney
Zanck, Coen, Wright & Saladin, P.C.
40 Brink Street
Crystal Lake, IL 60014
Facsimile: (815) 459-8429

If to TWHI: Tuscany Woods Holdings, Inc.
c/o U.S. Bank
Mail Code MK-IL-CMOP
28 West Madison Street
Oak Park, IL 60302
Attn: Ms. Claudia Marciniak

Copy to: Mr. Matthew Klepper
DLA - Piper
302 North LaSalle Street
Suite 1500
Chicago, IL 60601-1293

or to such other address as any Party may, from time to time, designate in a written notice to the other Party.

13. **Successors and Assigns.** This Amendment shall inure to the benefit of, and be binding upon, successors, grantees and assigns of Developers who have been designated in writing by Developers as being parties intended to be benefited and burdened by the provisions of this Amendment, and upon successor Corporate Authorities. Notwithstanding anything contained herein to the contrary, Developers may assign their rights and delegate their duties and obligations hereunder. No delegation of Developers' duties and obligations, however, shall relieve Developers of their obligations and liabilities under this Amendment, insofar as the Village is concerned, unless and until the Village has given its written consent to said delegation (which consent shall not be unreasonably withheld if said third party purchaser demonstrates that it is financially responsible, to the Village's satisfaction, to meet its obligations hereunder) and said third party purchaser fully accepts and assumes responsibility,

in writing directed to the Village, for all duties and obligations of Developers relating to the Developers' Properties, or such portion thereof as is being sold. The right of PHI-Hampshire to recapture the Recapture Amounts shall not be affected by a sale, in whole or in part, of the property of PHI-Hampshire. Nothing contained in this Article shall limit or restrict the right of PHI Hampshire to assign to others its right to receive Recapture Amounts and Interest paid under and pursuant to this Amendment.

14. **Merger/Amendment.** This Amendment contains the entire agreement of the Parties relative to the subject matter hereof. The same may be modified only by a written instrument executed by the Party to be charged. In the event of any inconsistency between the terms of this Amendment and the terms of the Development Agreement, the terms of this Amendment shall control.

15. **Remedies.**

(a) It is agreed that the Parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Amendment. No action taken by any Party hereto pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Amendment or the Development Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Amendment shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(b) In the event of a material breach of this Amendment, the Party claiming breach shall give prompt written notice of such alleged breach to the other Party and the Party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to the seeking by the Party affected by such default of any remedy provided for herein (provided, however that said 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).

(c) If a Party to this Amendment shall fail to perform any of its obligations hereunder, and the Party affected by such default shall have given written notice of the default to the defaulting Party, and the defaulting Party shall have failed to cure the default within thirty (30) days after the receipt of the default notice (provided, however, that said 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).

(d) The failure of a Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the Party imposed, shall not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such terms, covenants, agreements or conditions, but the same shall continue in full force and effect.

16. **No Third Party Beneficiaries.** Except as otherwise specified herein, the provisions of this Amendment are for the exclusive benefit of the Village and Developer, their successors and assigns, and not for the benefit of any third person or entity, nor shall this Amendment be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. **Captions and Designations/Exhibits.** Throughout this Amendment, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Article numbers and caption headings are purely descriptive and shall be disregarded in construing this Amendment. All exhibits to this Amendment are expressly incorporated herein by this reference thereto.

18. **Severability.** If any provision of this Amendment is held to be invalid by any court of competent jurisdiction, such provision shall be deemed to be excised from this Amendment and the invalidity thereof shall not affect any other provision contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of Recapture Amounts or Interest payable hereunder exceeds the amount that may be recaptured by PHI-Hampshire under currently existing or subsequently enacted law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the Recapture Amounts and Interest payable may be given force and effect. No Party to this Amendment shall contest the validity or enforceability, or assert the invalidity or unenforceability of any provision of this Amendment.

19. **Further Assurances.** The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Amendment, and to aid and assist each other in carrying out such terms and provisions and in furthering the intentions of the Parties as evidenced by such terms and provisions. Specifically, but without limitation, the Village shall enact such resolutions and ordinances and take such other actions as may be necessary or desirable to enable the Village and Developers to comply with and effectuate the terms and provisions hereof and to further the intentions of the Parties as evidenced by the terms and provisions of this Amendment.

20. **Authorizations.** The Parties represent and warrant that the individuals executing this Amendment on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Amendment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized corporate officers all as of the day and year first above written.

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

By: _____
Jeffrey R. Magnussen
President

ATTEST:

By: _____
Linda Vasquez
Village Clerk

**PHI-HAMPSHIRE, INC.,
an Illinois corporation**

By: _____
Its: _____

**TUSCANY WOODS HOLDINGS, INC.,
An Illinois Corporation,**

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Jeffrey R. Magnussen, and Linda Vasquez, personally known to me to be the Village President and Village Clerk, respectively, of the **Village of Hampshire**, and personally known to me to be the same persons whose names are subscribed to the foregoing Amendment to Recapture Agreement, appeared before me this day in person and severally acknowledged that as such Village Mayor and Village Clerk, they signed and delivered said Recapture Agreement, pursuant to authority given by the Board of Trustees of said village, as their free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of **PIII-Hampshire, Inc., an Illinois corporation, successor in interest to HPI-Hampshire, L.L.C., an Illinois limited liability company**, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Recapture Agreement, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) SS

COUNTY OF KANE)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of **Tuscany Woods Holdings, Inc. an Illinois corporation**, personally known to me to be the same person whose name is subscribed to the foregoing Recapture Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Amendment to Recapture Agreement, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2014.

Notary Public

EXHIBIT LIST

Legal Descriptions of Unit 1 and Unit 2 Properties	A
Map Identifying the Benefited Properties	B
PINs of the Benefited Properties.....	C
Certified Cost - Final	D

EXHIBIT A

LEGAL DESCRIPTION
OF TUSCANY WOODS SUBDIVISION
AND UNIT 1 AND THE TERRITORY OUTSIDE OF UNIT 1 ("UNIT 2") PROPERTIES

EXHIBIT B

MAP IDENTIFYING THE BENEFITED PROPERTY

EXHIBIT C

THE BENEFITED PROPERTIES LIST

EXHIBIT D

CERTIFIED COSTS - FINAL

Tuscany Woods – Legal Description Exhibit A

A Parcel of Land, being part of the following parcels taken together as a tract:

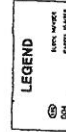
The South Half of the Southwest Quarter of Section 23 (except the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, also except therefrom that part of the following described property lying East of the West line of the South Half of the Southwest Quarter of said Section 23 conveyed to Patricia A. Muscarello by quitclaim deed recorded as document number 91K29093 to wit: A parcel of land located in the South Half of the Southeast Quarter of Section 22 and in the South Half of the Southwest Quarter of Section 23, all being in Township 42 North, Range 6 East of the Third Principal Meridian, in Kane County, Illinois, more particularly described as follows: Beginning at a point on the East line of said South Half of the Southeast Quarter of Section 22, a distance of 50 feet distant southerly as measured perpendicular to the centerline of the Soo Line Railroad Company's main track; thence Westerly along a line parallel to and 50 feet distant Southerly of said centerline 2,220 feet to a point 900 feet westerly of the East line of the Southwest Quarter of the Southeast Quarter of said Section 22, thence southerly perpendicular to said centerline 100 feet; thence easterly along a line parallel to and 150 feet southerly of said centerline 2,220 feet to the East line of said Section 22; thence northerly along said East line 50 feet; thence easterly along a line parallel to and 100 feet distant southerly as measured perpendicular to said railroad centerline 1,929 feet to a point 600 feet easterly of the West line of the Southeast Quarter of the Southwest Quarter of said Section 23; thence northerly perpendicular to said centerline 50 feet; thence westerly along a line parallel to and 50 feet distant southerly of said centerline to the Point of Beginning); also the Southwest Quarter of the Southeast Quarter 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) in Township 42 North, Range 6 East of the Third Principal Meridian; also the Northwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the West Half of the Northeast Quarter, and the West Half of the Northeast Quarter of the Northeast Quarter, of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; also the Northeast Quarter of the Southwest Quarter of Section 26, Township 42 North, Range 6 East of the Third Principal Meridian; in the Village of Hampshire, Kane County, Illinois.



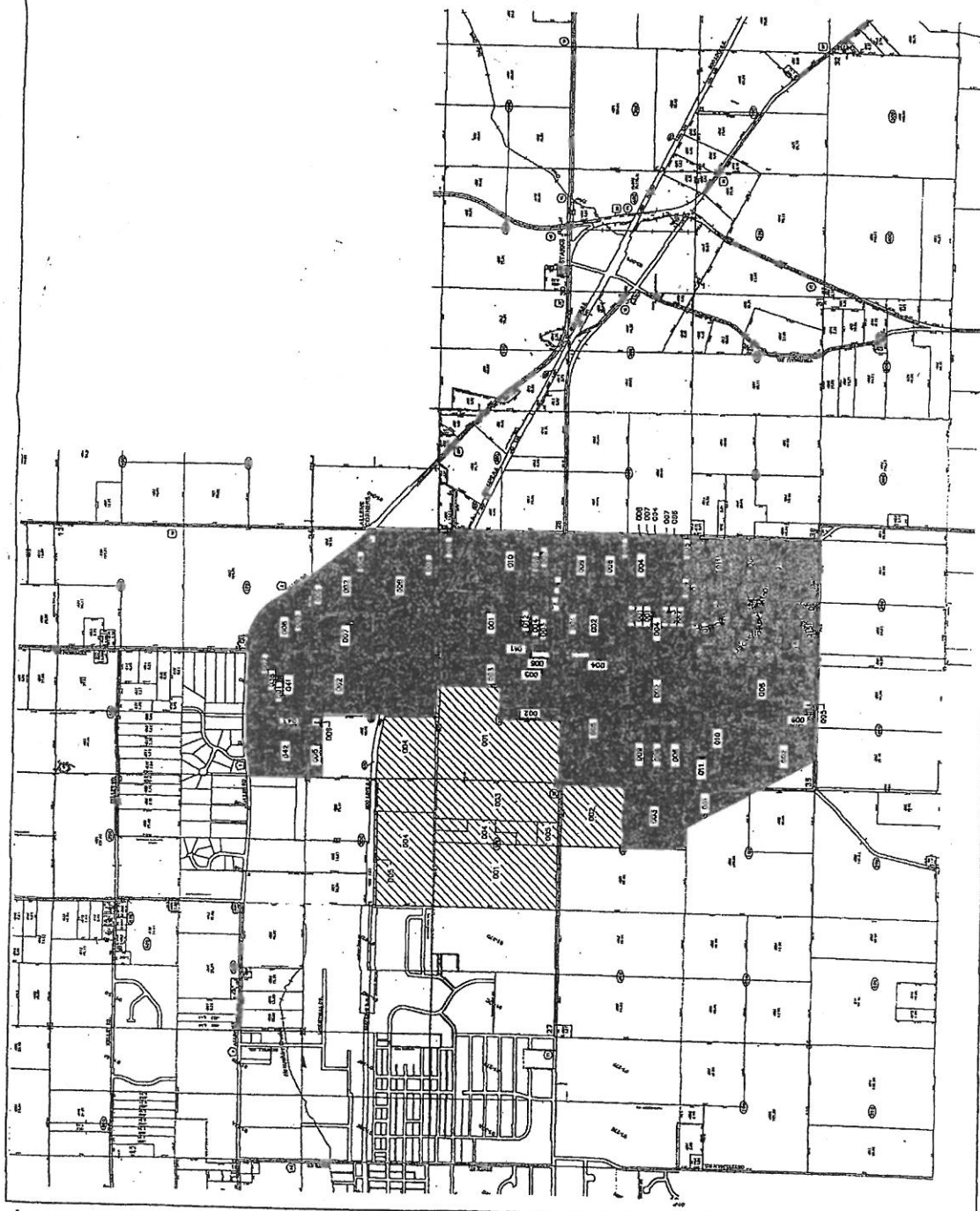
2008K001113

SANDY WEGMAN
RECORDER - KANE COUNTY, IL
RECORDED: 1772008 10:31 AM
REC FEE: 34.00 RHSPS FEE: 10.00
PAGES: 33

TUSCANY WOODS - WATER RECAPTURE EXHIBIT B



PROJECT NO.	1132.00	SHEET	1
SCALE	1"=40'	DATE	DAI
DESIGNED BY	DAI	CHECKED BY	DAI
DRAWN BY	LOW		



WATER
RECAPTURE EXHIBIT B

TUSCANY WOODS
HAMPSHIRE, ILLINOIS

REVISIONS

300 PARK ROAD, SUITE 200
MADISON, IL 60138
TEL: 618.271.1100
FAX: 618.271.1101
WWW.COWHEYGUDMUNDSON.COM
CONSULTING ENGINEERS • LAND SURVEYORS • NATURAL RESOURCES

COWHEY
GUDMUNDSON
LEDER, LTD.

Tuscany Woods - Water Service Areas

November 03, 2006

Exhibit C

TOWNSHIP	SECTION	BLOCK	PARCEL NUMBER	AREA	% OF TOTAL	COST
01	23	200	038	1.13	0.071%	\$346.41
01	23	200	041	35.79	2.243%	\$10,971.61
01	23	200	042	32.23	2.019%	\$9,880.27
01	23	200	043	6.81	0.427%	\$2,087.64
01	23	276	001	1.64	0.103%	\$502.75
01	23	276	002	1.44	0.090%	\$441.44
01	23	300	004	72.74	4.558%	\$22,298.83
01	23	300	005	2.21	0.138%	\$677.49
01	23	400	002	40.00	2.506%	\$12,262.21
01	23	400	004	34.72	2.175%	\$10,643.60
01	23	400	005	7.45	0.467%	\$2,283.84
01	23	400	006	1.95	0.122%	\$597.78
01	24	100	005	0.77	0.048%	\$236.05
01	24	100	006	33.93	2.126%	\$10,401.42
01	24	300	002	30.46	1.909%	\$9,337.67
01	24	300	004	1.54	0.096%	\$472.10
01	24	300	006	4.42	0.277%	\$1,354.97
01	24	300	007	24.25	1.519%	\$7,433.96
01	24	300	008	79.76	4.998%	\$24,450.84
01	24	300	009	0.28	0.018%	\$85.84
01	25	100	001	67.68	4.241%	\$20,747.66
01	25	100	003	1.00	0.063%	\$306.56
01	25	100	004	1.24	0.078%	\$380.13
01	25	100	007	1.71	0.107%	\$524.21
01	25	100	008	1.00	0.063%	\$306.56
01	25	100	009	7.97	0.499%	\$2,443.25
01	25	100	010	64.19	4.022%	\$19,677.78
01	25	100	011	8.26	0.518%	\$2,532.15
01	25	100	012	1.74	0.109%	\$533.41
01	25	300	001	2.00	0.125%	\$613.11
01	25	300	002	38.00	2.381%	\$11,649.10
01	25	300	004	55.00	3.446%	\$16,860.54
01	25	300	007	1.09	0.068%	\$334.15
01	25	300	008	22.34	1.400%	\$6,848.44
01	25	300	009	16.57	1.038%	\$5,079.62
01	25	376	001	1.25	0.078%	\$383.19
01	25	376	002	1.65	0.103%	\$505.82
01	25	376	003	1.58	0.099%	\$484.36
01	25	376	004	2.05	0.128%	\$628.44
01	25	377	004	1.25	0.078%	\$383.19
01	25	377	006	1.4	0.088%	\$429.18
01	25	377	007	1.27	0.080%	\$389.33
01	25	377	008	1.19	0.075%	\$364.80
01	25	378	001	1.92	0.120%	\$588.59
01	25	378	004	1.68	0.105%	\$515.01
01	25	378	005	1.61	0.101%	\$493.55
01	25	378	006	1.61	0.101%	\$493.55
01	25	378	007	2.50	0.157%	\$766.39

Tuscany Woods - Water Service Areas

November 03, 2006

Exhibit C

01	26	100	001	80.00	5.013%	\$24,524.42
01	26	100	003	50.00	3.133%	\$15,327.76
01	26	100	004	25.00	1.566%	\$7,663.88
01	26	100	005	5.00	0.313%	\$1,532.78
01	26	200	001	100.00	6.266%	\$30,655.52
01	26	200	002	8.15	0.511%	\$2,498.43
01	26	200	003	36.73	2.301%	\$11,259.77
01	26	200	005	9.93	0.622%	\$3,044.09
01	26	200	006	5.19	0.325%	\$1,591.02
01	26	300	002	40.00	2.506%	\$12,262.21
01	26	300	003	40.00	2.506%	\$12,262.21
01	26	400	002	40.00	2.506%	\$12,262.21
01	26	400	004	7.58	0.475%	\$2,323.69
01	26	400	005	72.42	4.538%	\$22,200.73
01	26	400	006	15.32	0.960%	\$4,696.43
01	26	400	008	7.49	0.469%	\$2,296.10
01	26	400	009	17.19	1.077%	\$5,269.68
01	35	100	001	14.00	0.877%	\$4,291.77
01	35	200	002	32.61	2.043%	\$9,996.77
01	35	200	005	2.23	0.140%	\$683.62
01	35	200	008	52.51	3.290%	\$16,097.21
01	35	200	009	5.26	0.330%	\$1,612.48
01	35	200	010	52.00	3.258%	\$15,940.87
01	35	200	011	8.00	0.501%	\$2,452.44
01	36	100	003	0.59	0.037%	\$180.87
01	36	100	006	19.26	1.207%	\$5,904.25
01	36	100	007	9.95	0.623%	\$3,050.22
01	36	100	008	9.95	0.623%	\$3,050.22
01	36	100	014	10.73	0.672%	\$3,289.34
01	36	100	015	5.00	0.313%	\$1,532.78
01	36	101	001	1.41	0.088%	\$432.24
01	36	101	002	1.35	0.085%	\$413.85
01	36	101	003	1.34	0.084%	\$410.78
01	36	101	004	2.16	0.135%	\$662.16
01	36	101	005	1.35	0.085%	\$413.85
01	36	101	006	1.52	0.095%	\$465.96
01	36	101	007	4.07	0.255%	\$1,247.68
01	36	101	008	2.41	0.151%	\$738.80
01	36	101	009	1.57	0.098%	\$481.29
01	36	101	010	1.25	0.078%	\$383.19
01	36	101	011	1.26	0.079%	\$386.26
01	36	101	012	1.84	0.115%	\$564.06
01	36	101	013	1.85	0.116%	\$567.13
01	36	101	014	2.19	0.137%	\$671.36
01	36	102	001	1.43	0.090%	\$438.37
01	36	102	002	1.39	0.087%	\$426.11
01	36	102	003	1.38	0.086%	\$423.05
01	36	102	004	1.64	0.103%	\$502.75
01	36	127	001	1.44	0.090%	\$441.44
01	36	127	002	1.26	0.079%	\$386.26

Tuscany Woods - Water Service Areas

November 03, 2006

Exhibit C

2

01	36	127	003	1.60	0.100%	\$490.49
01	36	127	004	1.67	0.105%	\$511.95
01	36	127	005	1.72	0.108%	\$527.27
01	36	127	006	1.87	0.117%	\$573.26
01	36	128	001	1.25	0.078%	\$383.19
01	36	128	002	1.38	0.086%	\$423.05
01	36	128	003	1.82	0.114%	\$557.93
01	36	128	004	1.44	0.090%	\$441.44
01	36	128	005	1.49	0.093%	\$456.77
01	36	128	006	1.66	0.104%	\$508.88
01	36	128	007	1.48	0.093%	\$453.70
01	36	128	008	1.58	0.099%	\$484.36
01	36	128	009	1.32	0.083%	\$404.65
01	36	128	010	1.28	0.080%	\$392.39
01	36	128	011	1.43	0.090%	\$438.37
01	36	129	001	1.36	0.085%	\$416.92
01	36	129	002	1.28	0.080%	\$392.39
01	36	129	003	1.50	0.094%	\$459.83
01	36	129	004	1.24	0.078%	\$380.13
01	36	129	005	1.24	0.078%	\$380.13
01	36	129	006	1.37	0.086%	\$419.98
01	36	151	001	1.34	0.084%	\$410.78
01	36	151	002	1.38	0.086%	\$423.05
01	36	151	003	2.64	0.165%	\$809.31
01	36	151	004	1.69	0.106%	\$518.08
01	36	151	005	1.55	0.097%	\$475.16
01	36	151	006	1.25	0.078%	\$383.19
01	36	151	007	1.27	0.080%	\$389.33
01	36	151	008	1.32	0.083%	\$404.65
01	36	151	009	1.34	0.084%	\$410.78
01	36	151	010	1.43	0.090%	\$438.37
01	36	152	001	1.26	0.079%	\$386.26
01	36	152	002	1.45	0.091%	\$444.51
01	36	152	003	1.55	0.097%	\$475.16
01	36	152	004	1.94	0.122%	\$594.72
01	36	152	005	1.76	0.110%	\$539.54
01	36	152	006	1.36	0.085%	\$416.92
			TOTALS	1,595.98	100.000%	\$489,256.00

THIS INSTRUMENT PREPARED
BY:

Steven H. Goodman
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

This QUITCLAIM DEED, made this ____ day of April, 2014, between Tuscany Woods Holdings, Inc., a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois ("Grantor"), and the Village of Hampshire, an Illinois municipal corporation ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does CONVEY and QUITCLAIM unto the Grantee, and to Grantee's heirs and assigns FOREVER, all the following described real estate, situated in the County of Kane and State of Illinois known and legally described as follows, to wit:

LOTS 1023 AND 1025 IN TUSCANY WOODS UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN KANE COUNTY, ILLINOIS, ON DECEMBER 27, 2006, AS DOCUMENT NO. 2006K139816.

Permanent Real Estate Index Numbers: 01-26-152-003 and 01-26-178-004

Address of real estate: Vacant land in Tuscany Woods Unit 1 subdivision, located at the northwest corner of Runge Road and Illinois Route 72, in Hampshire, Illinois.

SUBJECT TO: Covenants, conditions and restrictions of record and general real estate taxes not yet due and payable.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents on the day and year first above written.

GRANTOR:

TUSCANY WOODS HOLDINGS, INC., an
Illinois corporation

By: _____
Its _____



STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of TuscanY Woods Holdings, Inc., an Illinois corporation ("Corporation"), personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, 2014.

Notary Public

EXEMPT UNDER PROVISIONS OF PARAGRAPH B SECTION 35 ILCS 200/31-45.

DATE

BUYER SELLER OR REPRESENTATIVE

MAIL TO:

SEND SUBSEQUENT TAX BILLS TO:

Steven H. Goodman Meltzer Purtill & Stelle LLC 1515 E. Woodfield Road, Suite 250 Schaumburg, IL 60173	Village of Hampshire 234 S. State Street P.O. Box 457 Hampshire, IL 60140-0457
--	---

Amended and Re-Stated Development Agreement
Unit 1

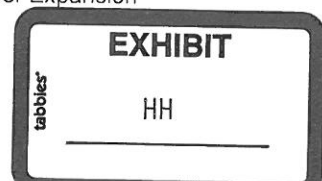
DRAFT
Exhibit KK

HAMPSHIRE for 2013 Summary / Fees	2013							
	School	Park	Village / Public Use	Fire	Library	Transport	Cemetery	Totals
Transition	\$ 3,214.78	\$ 292.26	\$ 718.94	\$ 656.68	\$ 99.37	\$ -	\$ -	\$ 4,982.03
2 BR SFR	\$ 323.39	\$ 1,210.20	\$ 484.08	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 4,483.67
3 BR SFR	\$ 1,316.17	\$ 1,739.40	\$ 695.76	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 6,217.33
4 BR SFR	\$ 2,245.82	\$ 2,258.40	\$ 903.36	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 7,873.58
5 BR SFR	\$ 1,741.08	\$ 2,262.00	\$ 904.80	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 7,373.88
1 BR TH	\$ -	\$ 715.80	\$ 286.32	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 3,468.12
2 BR TH	\$ 309.31	\$ 1,194.00	\$ 477.60	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 4,446.91
3 BR TH	\$ 581.88	\$ 1,435.20	\$ 574.08	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 5,057.16
Studio	\$ -	\$ 776.40	\$ 310.56	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 3,552.96
1 BR Apt	\$ 4.56	\$ 1,054.80	\$ 421.92	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 3,947.28
2 BR Apt	\$ 318.44	\$ 1,148.40	\$ 459.36	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 4,392.20
3 BR Apt	\$ 861.79	\$ 1,831.80	\$ 732.72	\$ 600.00	\$ 150.00	\$ 1,636.00	\$ 80.00	\$ 5,892.31
Duplex	Same as TH - based on # of BR's							
	Water Connection	Sewer Connection						Totals Connection
2 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
3 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
4 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
5 BR SFR	\$ 5,200.00	\$ 6,265.00	---	---	---	---	---	\$ 11,465.00
1 BR TH	\$ 2,400.00	\$ 2,685.00	---	---	---	---	---	\$ 5,085.00
2 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
3 BR TH	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
Studio	\$ 2,000.00	\$ 2,190.00	---	---	---	---	---	\$ 4,190.00
1 BR Apt	\$ 2,400.00	\$ 2,685.00	---	---	---	---	---	\$ 5,085.00
2 BR Apt	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
3 BR Apt	\$ 4,600.00	\$ 5,370.00	---	---	---	---	---	\$ 9,970.00
Duplex	Same as TH - based on # of BR's							

Revised 2013 per direction of Board of Trustees

Notes: To be applied to all development after 2012.
All transition and impact fees to be paid at time of application for certificate of occupancy
Transition and Impact Fees due shall be calculated based on the type of Dwelling Unit applied for.

- All Public Use Impact Fees have been paid in full for Unit 1.
- School donation are due in cash / not in land.
- There is also due an assessment for Emergency Warning Siren Fee = \$75.00 / acre
- Park Fee has been satisfied by donation of park site; and by donation of cash = \$1,000 per lot = \$459,000
- Water Impact Fees and Connection Fees are credited with costs contributed to First Water Expansion Project = \$_____, and the amount remaining due and owing is equal \$
- Sewer Impact Fees and Connection Fees are credited with costs contributed to First Sewer Expansion Project and WWTF Expansion to 1.76 mgd Project, and are paid in full.



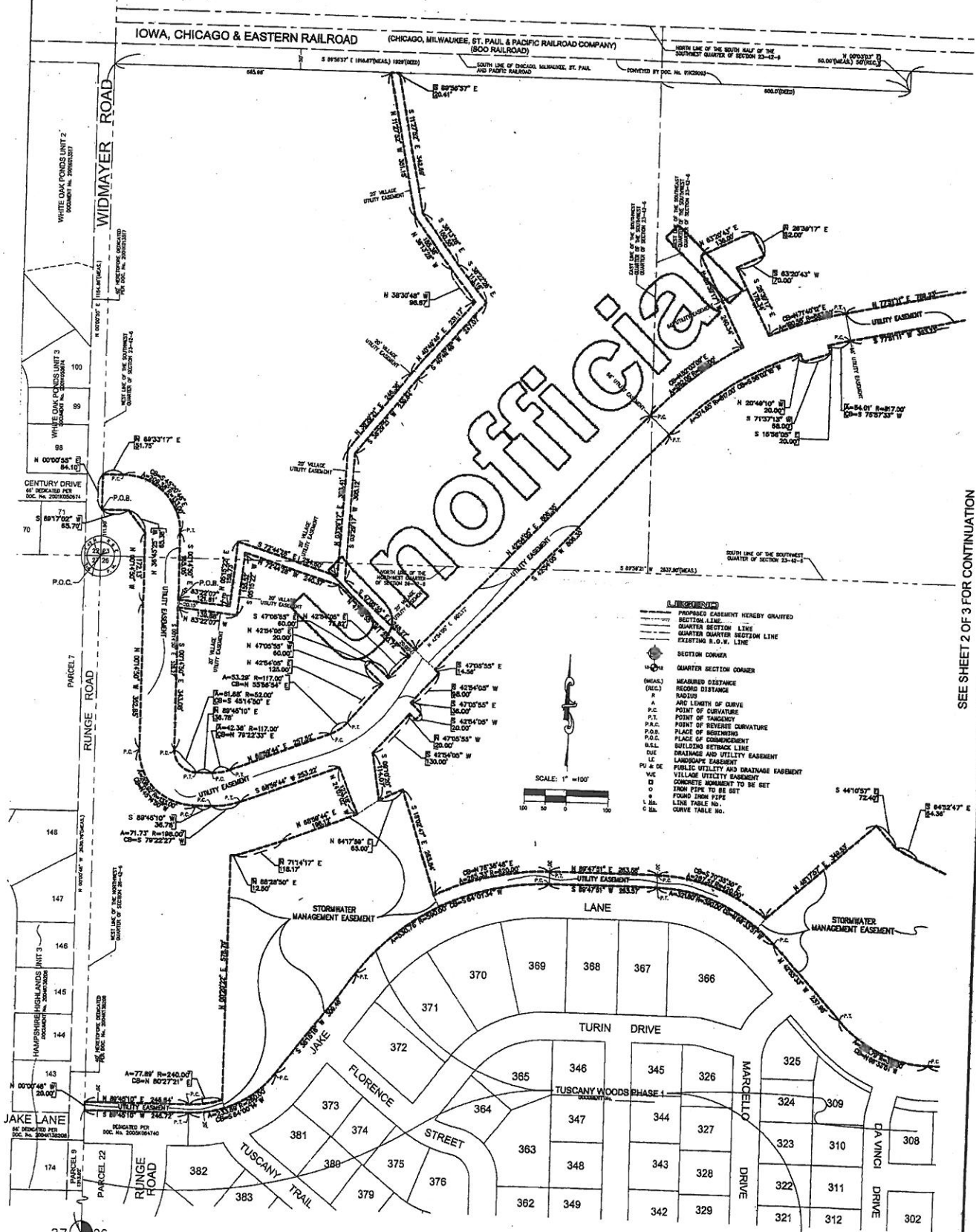
BASIS OF BEARING
ASSUMED THE WEST LINE OF
THE NORTHWEST QUARTER
OF SECTION 28-42-8 TO BE:
N 00°00'48" W

PLAT OF EASEMENT

OF
PART OF SECTIONS 23 AND 28, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

2006 K 079205
Sandy Wegman - Recorder
Kane County, IL
Recorded 10/26/2006 12:05pm
Rec Fee: \$55.00 P&P Fee: \$10.00 Pages: 3

P.L.N. 01-23-300-004
P.L.N. 01-23-400-004
P.L.N. 01-28-100-001
P.L.N. 01-28-100-003
P.L.N. 01-28-100-004
P.L.N. 01-28-100-005
P.L.N. 01-28-280-001
P.L.N. 01-28-300-002



- LEGEND**
- PROPOSED EASEMENT HEREBY GRANTED
 - SECTION LINE
 - QUARTER SECTION LINE
 - QUARTER QUARTER SECTION LINE
 - EXISTING R.O.V. LINE
 - SECTION CORNER
 - QUARTER SECTION CORNER
 - MEASURED DISTANCE
 - RECORD DISTANCE
 - RADIUS
 - ARC LENGTH OF CURVE
 - POINT OF CURVATURE
 - P.T.
 - P.T.
 - POINT OF REVERSE CURVATURE
 - PLACE OF BEGINNING
 - P.O.B.
 - PLACE OF COMMENCEMENT
 - B.L.
 - BUILDING SETBACK LINE
 - DRAINAGE AND UTILITY EASEMENT
 - LANDSCAPE EASEMENT
 - PUBLIC UTILITY AND DRAINAGE EASEMENT
 - VILLAGE UTILITY EASEMENT
 - CONCRETE MONUMENT TO BE SET
 - IRON PIPE TO BE SET
 - FOUND IRON PIPE
 - LINE TABLE NO.
 - CURVE TABLE NO.

SCALE: 1" = 100'

NOTE:
SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTIONS,
PROVISIONS AND CERTIFICATES.

SHEET
1 OF 3

NOTES:
• FOR BUILDING RESTRICTIONS AND EASEMENTS NOT SHOWN HEREON,
REFER TO YOUR ABSTRACT, DEED, GUARANTEE POLICY AND LOCAL
ORDINANCES.
• COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE
AT ONCE.

MIDWEST
TECHNICAL
CONSULTANTS, INC.
LAND SURVEYORS
JANUARY 1997

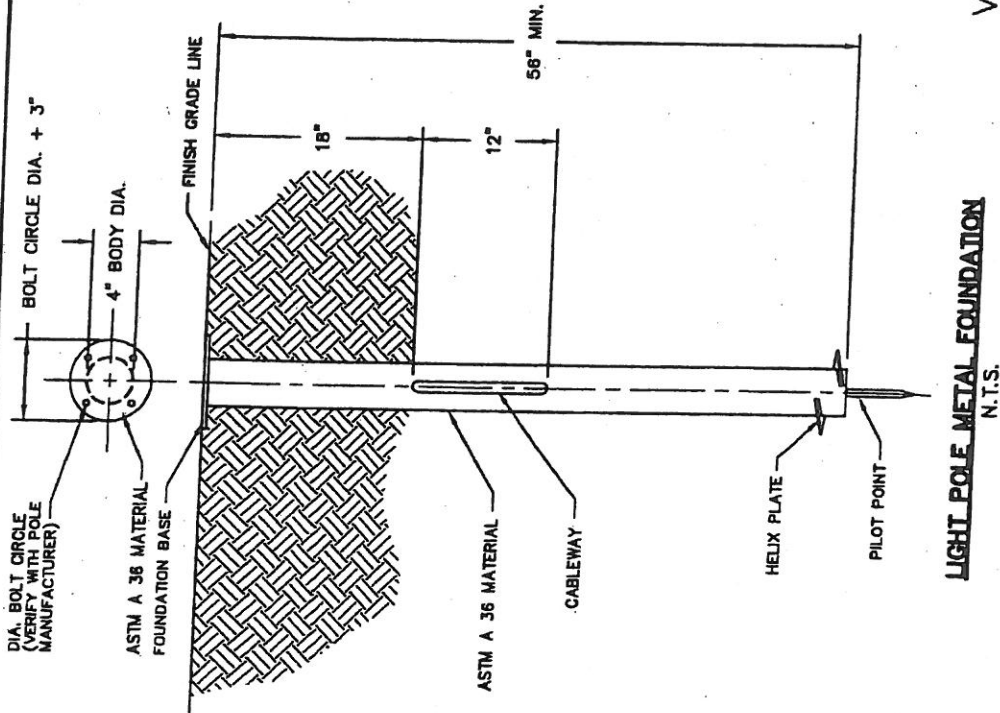
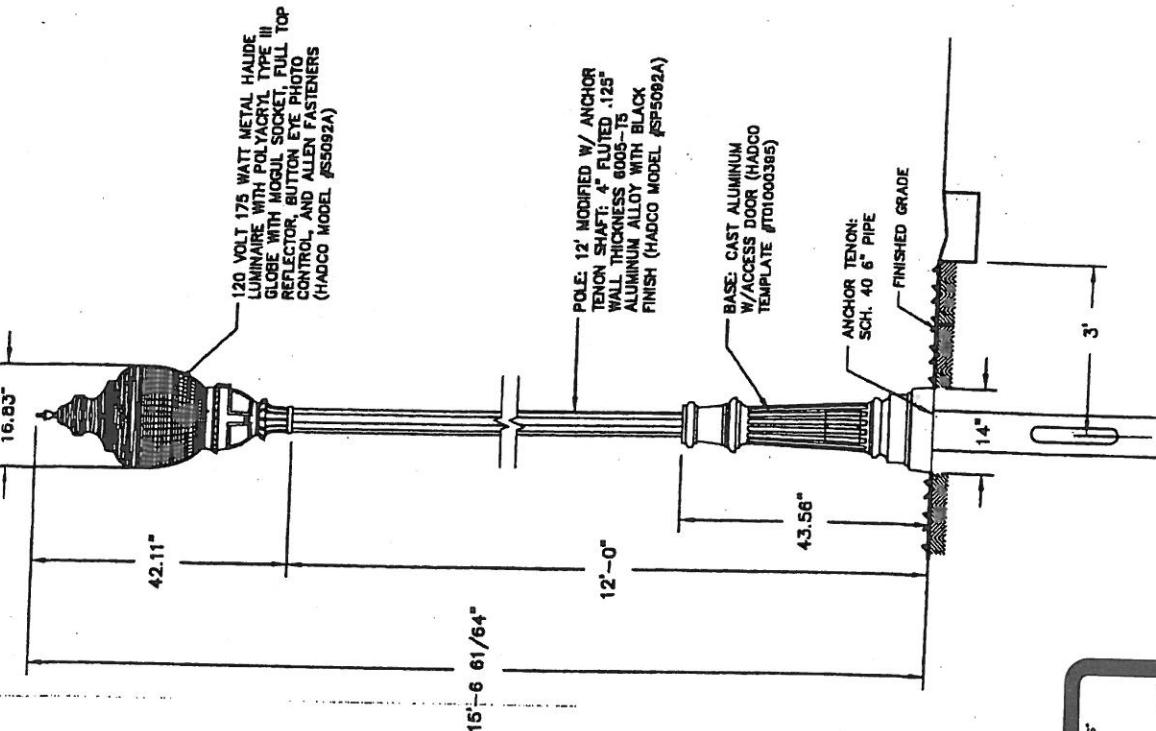
PREPARED FOR:
PH HAMPSHIRE INC.
JOB NO: 255-204 DRAWN BY: JB

EXHIBIT

II



3	8/27/08	PER REVIEW	JF
2	8/19/08	PER REVIEW	JS
1	3/8/08	REMOVED "TEMPORARY"	MOCK
-	1/24/06	ISSUED	MOCK
MO.	DATE	REASON	



VILLAGE OF HAMPSHIRE

TYPICAL RESIDENTIAL STREET LIGHT DETAIL		SHEET 1 OF 1	
ENGINEERING ENTERPRISES, INC. 52 Wheeler Road, Sugar Grove, IL 60594 830/486-8350 phone - 830/486-8380 fax	SCALE: N.T.S.	DRAWING NUMBER: HA008	DRAWN BY: KKP
DATE: 05/24/04		REVISED: XX/XX/XX	

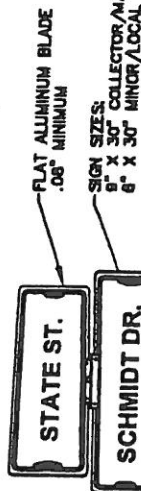
EXH. P

ENTERPRISES, INC.

EXHIBIT

tabbies

JJ



SIGN SIZES:
8" X 30" COLLECTOR/MAJOR
6" X 30" MINOR/LOCAL

2 - 3/8" O.D., 16 GAUGE WITH CAP
& CROWN MOUNTING HARDWARE

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.

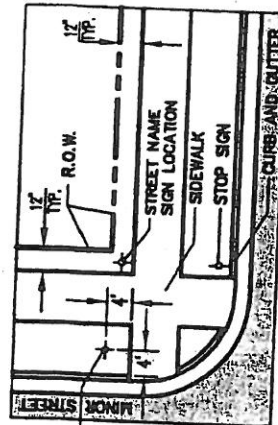
SIGNS SHALL BE FLAT BLADE ALUMINUM BLANKS, DOUBLE SIDED & SHEETED WITH HIGH INTENSITY BLACK, WITH A WHITE SHEETING REVERSE OVERLAY AND A BLACK BORDER (AS SHOWN).

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.

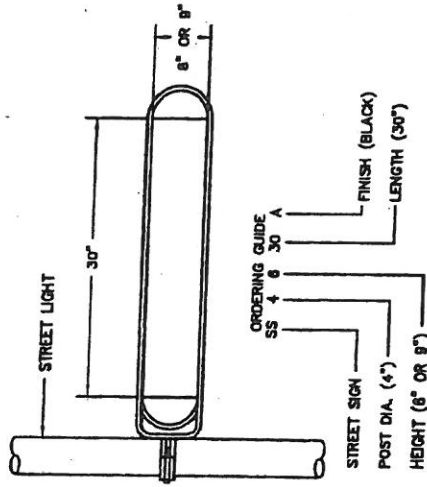
SIGNS MAY BE MOUNTED TO STREET LIGHTS WITH A STANDARD BRACKET TO VILLAGE APPROVAL.

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.



TYPICAL SIGN LOCATION

STREET SIGN HOLDER*



* FOR STREET SIGNS ATTACHED TO STREET LIGHTS
MANUFACTURED BY HA000

VILLAGE OF
HAMPSHIRE

TYPICAL STREET SIGN DETAIL

ENGINEERING ENTERPRISES, INC.
82 Wheeler Road, Super Grove, IL 60054
830/486-9350 phone - 830/486-9360 fax

SCALE:
N.T.S.

DATE:
05/18/04

DRAWING
NUMBER:

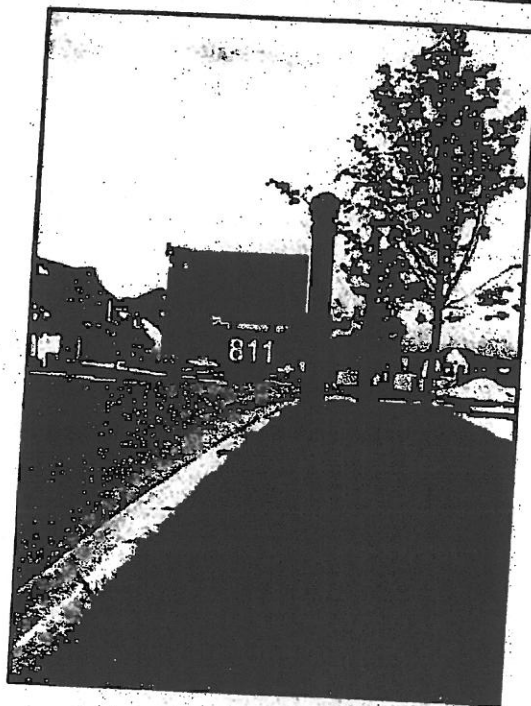
HA003

SHEET 1 OF 1

DRAWN BY:
KKP

REVISED:
XX/XX/XX

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

COPYRIGHT © 2002 ENGINEERING ENTERPRISES, INC.

SINGLE FAMILY MAILBOX

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60054
630/466-8350 phone - 630/466-8380 fax

SCALE:

N.T.S.

DRAWING
NUMBER:

HA004

SHEET 1 OF 1

DRAWN BY:

KKP

DATE:

05/18/04

REVISED:

XX/XX/XX

EXH. 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

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
32 Wheeler Road, Sugar Grove, IL 60654
830/466-8350 phone - 830/466-8380 fax

SCALE:
N.T.S.

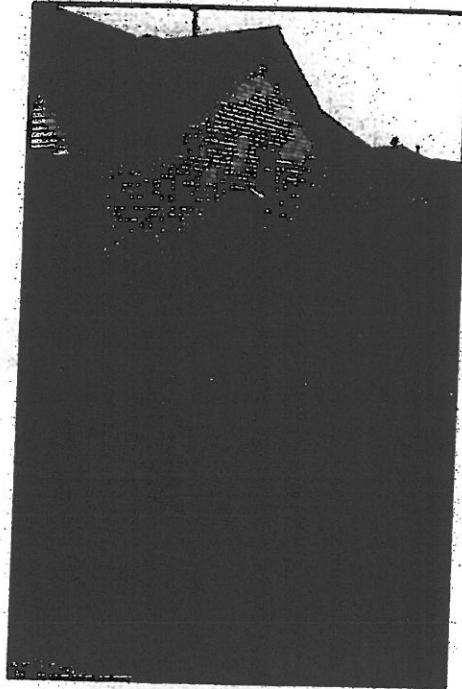
DRAWING
NUMBER:

DRAWN BY:
KKP

DATE:
05/18/04

HA005

REVISED:
XX/XX/XX



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

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
830/466-9350 phone - 830/466-9380 fax

SCALE:
N.T.S.

DRAWING
NUMBER:

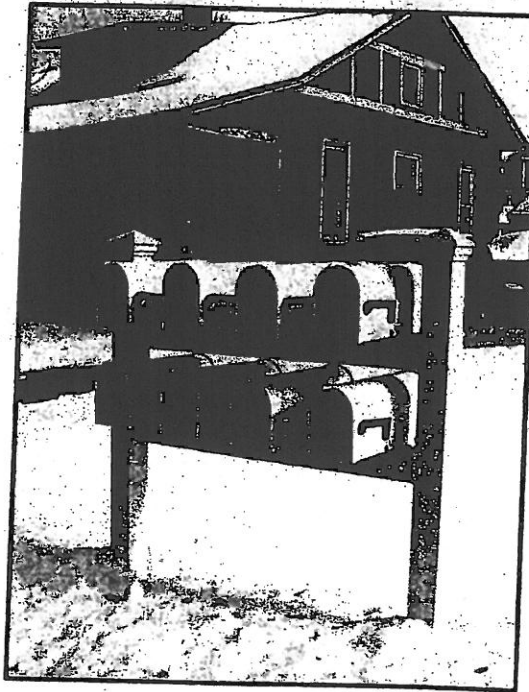
HA005

DRAWN BY:
KKP

DATE:
05/18/04

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

SHEET 1 OF 1

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60554
630/468-8350 phone - 630/468-8360 fax

SCALE:
N.T.S.

DATE:
05/18/04

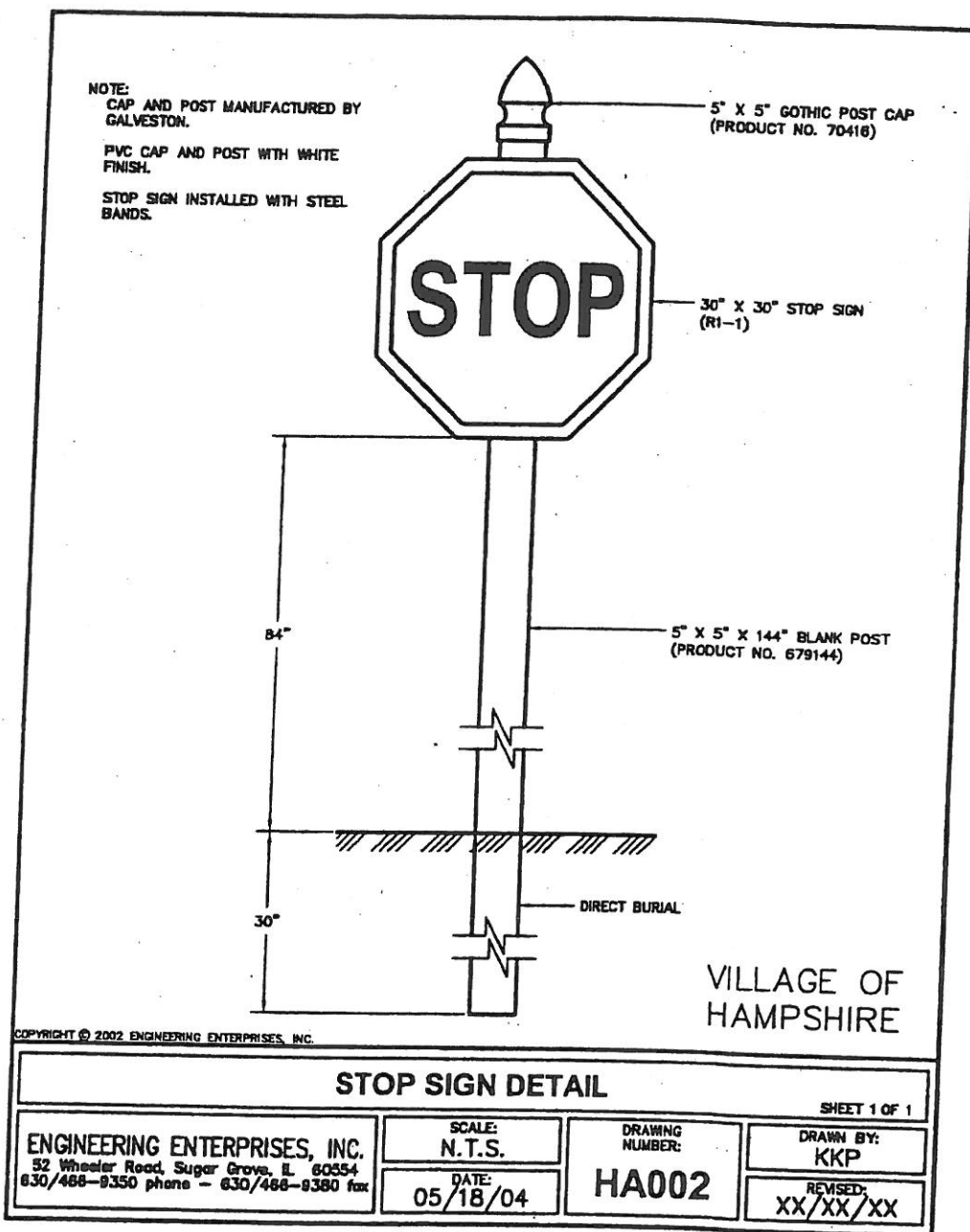
DRAWING
NUMBER:

HA006

DRAWN BY:
KKP

REVISED:
XX/XX/XX

EXH. P





ENGINEERING ENTERPRISES, INC.
52 Wheeler Road, Sugar Grove, IL 60084
830/468-8350 phone - 830/468-8360 fax

05/18/04

HA001

REVISED

VILLAGE OF
HAMPSHIRE

- LL -

Surf



Engineering Enterprises, Inc.

December 3, 2013

Mr. Jeffery Magnussen
Village President
Village of Hampshire
234 S. State Street
P.O. Box 457
Hampshire, IL 60140-0457

Re: *Tuscany Woods – Unit 1*
Village of Hampshire
Kane County, Illinois

Mr. Magnussen:

Representatives from Engineering Enterprises, Inc. (EEL) performed an onsite punch list inspection of the public improvements for the above referenced project. A summary of the punch list items is listed below:

Sanitary Sewer

1. The following structures need to have chimney seals replaced: SAN MH 46, SAN MH 61, SAN MH 82, SAN MH 85, SAN MH 87, SAN MH 92, SAN MH 97, SAN MH 98.
2. The following structure needs to be adjusted to grade and replaced with a cone section: SAN MH 104.
3. The following structures need to have their frames and adjusting rings reset: SAN MH 93, SAN MH 99.
4. The following structure has a broken frame that needs to be replaced: SAN MH 52.
5. The lids on the following structures need to be swapped: SAN MH 91 and VV 88.

Storm Sewer

6. The following catch basins need to have fillets repaired or reinstalled: CB-23, CB-28, CB-32, CB-35, CB-38, CB-44, CB-53, CB-56, CB-63, CB-69, CB-70, CB-74, CB-80, CB-83, CB-86, CB-89, CB-92, CB-100, CB-108, CB-111, CB-121, CB-124, CB-126, CB-131, CB-152, CB-153, CB-155, CB-166, CB-171, CB-184, CB-186, CB-188, CB-195, CB-202, CB-205, CB-214, CB-220, CB-223, CB-226, CB-237, CB-242, CB-263A, CB-270, CB-273, CB-276, CB-289, CB-313, CB-317, CB-377, CB-389.

EXHIBIT

tabbles

LL

7. The following inlets need to have fillets repaired or reinstalled: I-26, I-33, I-36, I-45, I-48, I-54, I-57, I-64, I-73, I-81, I-84, I-87, I-90, I-93, I-101, I-106, I-109, I-123, I-132, I-135, I-148, I-150, I-154, I-156, I-172, I-183, I-187, I-203, I-206, I-209, I-221, I-224, I-236, I-241, I-271, I-274, I-288, I-293, I-314, I-318, I-390.
8. The following manholes need to have fillets repaired or reinstalled: MH-24, MH-39, MH-112, MH-116, MH-120, MH-127, MH-145, MH-163, MH-167, MH-189, MH-196, MH-215, MH-263, MH-277, MH-294.
9. The following catch basin needs to be cleaned: CB-286.
10. The following inlets need to be cleaned: I-19, I-20, I-21, I-103, I-113, I-164, I-219, I-276, I-329.
11. The following manholes need to be cleaned: MH-18, MH-66, MH-119B, MH-218.
12. The following structures need the rings/pipes grouted: CB- 286, MH-66, MH-116, MH-165.
13. The following structure has a closed lid and this lid should be replaced with an open lid: MH-165.
14. The following storm structures need the silt basket removed: CB-63, CB-69, CB-70, CB-94, CB-186, CB-188, CB-234, I-41, I-42, I-64, I-67, I-68, I-76, I-113, I-115, I-119A, I-136A, I-164, I-169, I-187, I-191, I-198, I-199, I-200, I-284, I-285, I-267, I-332, MH-40, MH-51, MH-52, MH-62, MH-76, MH-77, MH-79, MH-168, MH-189, MH-197, MH-207, MH-216, MH-216A, MH-233, MH-265, MH-266, MH-283.
15. The following structures must have their frames realigned/reset: MH-60, MH-118, MH-146.
16. The following structures were unable to be located: I-19, I-20, I-21, I-103, I-219, I-329, MH-18, MH-119B, MH-218, MH-259. The structures need to be located and uncovered by the owner and inspected by EEL. Any observed deficiencies will be added to the punch list.
17. The storm sewer shown on the attachment (green) needs to be installed. The storm sewer stubs shown on sheet 53 of 74 will require sidewalk removal and replacement (Romke Road) and associated restoration.
18. The storm sewer running along lots 331-340 and 351-360 was damaged by private utility installation. Structures 65 and 82 were plugged to prevent sediment from flowing downstream in the storm sewer. The storm lines need to be televised to determine the extent of the damage. All damaged storm sewer needs to be replaced and the plugs removed. The downstream storm sewer shall also be televised to determine if sediment needs to be removed. Televising videos shall be provided to the Village for review in order to determine the limits and types of repairs necessary.

Water Main

19. All fire hydrants shall be repainted.
20. FH-30 and FH-84 need to be straightened.
21. FH-60 and its associated auxiliary valve box need to be adjusted to the correct grade.
22. Auxiliary valve boxes for the following fire hydrants must be reset: FH-40, FH-69, FH-84.
23. The auxiliary valve box for the following fire hydrant must have the cap replaced: FH-56.
24. The following valve vaults need the frames realigned/reset: VV-32A, VV-33.
25. The following valve vaults were unable to be located: VV-103, VV-109. The structures need to be located and uncovered by the owner and inspected by EEI. Any observed deficiencies will be added to the punch list.
26. The b-boxes on the following lots need to be repaired: 226, 228, 229, 242, 243, 244, 256, 270, 286, 290, 305, 310, 330, 332, 337, 338, 340, 343, 345, 348, 353, 362, 364, 371, 377, 384, 385.
27. The b-box for Lot 335 needs to be located, cleaned, and repaired.
28. The following valve vaults are filled with water: VV-29, VV-39, VV-59, VV-68A. The water needs to be pumped out of the structures. The structures then need to be inspected by EEI. Any observed deficiencies will be added to the punch list.

Other

29. The following street lights need to be installed and made operational: 3, 4, 5, 6, 7, 13, 68, 69, 70, 71. Once operational, inspection of these lights by EEI and the Village's electrical subcontractor will be required. Any observed deficiencies will be added to the punch list.
30. The following street lights are installed but are not operational due to lack of ComEd service: 1, 2, 11, 12, 23, 24, 39, 40, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 62, 63, 64, 67. Service shall be provided. Once operational, inspection of these lights by EEI and the Village's electrical subcontractor will be required. Any observed deficiencies will be added to the punch list.
31. The landscaping around Basin 5, Basin 7 and in open space lots 1024 and 1026 through 1034 needs to be installed per the landscaping plan (see attached). Proposed ash trees should be replaced with a maple or approved equal.
32. The sidewalk on the south side of Jake Lane from Florence Street to Di Vinci Drive needs to be installed.

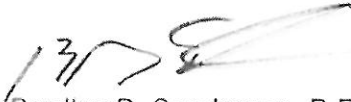
Mr. Jeffery Magnussen
December 3, 2013
Page 4

33. It is our understanding that the remainder of the outstanding sidewalk and parkway trees will be installed as part of the building permit process for each individual lot per the revised Development Agreements.
34. Grading and soil stabilization for the following lots needs to be completed (see attached pictures): Lot 286 and Lots 287 through 291.
35. Any areas disturbed as a result of the punch list work shall be restored accordingly.
36. Punch list items for the four detention basins servicing Unit 1 can be found on the attached pond assessment dated November 18, 2013 by Encap, Inc.

Enclosed is an Engineer's Opinion of Probable Construction Cost of the above referenced punch list items. If you have any questions or require any additional information please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.
Vice President

BPS/jam

pc: Ms. Linda Vasquez, Village Clerk
Mr. Mark Schuster, Village Attorney
Mr. Colin Christensen, Superintendent of Public Works
Mr. Dale Engebreston, Village Building Department
Ms. Claudia Marciniak, Sr. Vice President, US Bank