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Sandy Wegman
RECORDER - KANE COUNTY, IL

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

Recording Cover Page

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☐ UCC

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Approving an Amendment to Annexation Agreement
between the Village and Hampshire West LLC
Relating to the Prairie Ridge Planned Residential
Development in the Village
(Hampshire West LLC (Crown) - Amendment to
Annexation Agreement

Remarks:

Prepared by: Mark Schuster

Bazos, Freeman, Schuster + Pope LLC

1250 Larkin Ave. #100 Elgin IL 60123

Returned to: Karen Stuehler, Village Clerk
234 S State
Hampshire, IL 60140

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CERTIFICATE

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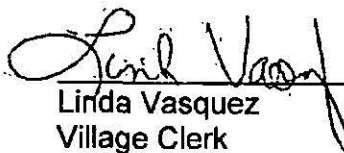
I, Linda Vasquez, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois.

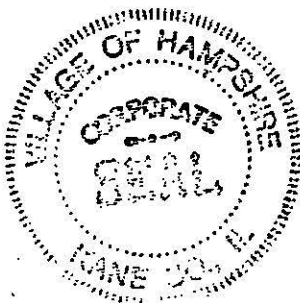
I further certify that on March 16, 2023, the Corporate Authorities of the Village of Hampshire passed and the Village President approved Ordinance No. 23-04, entitled:

AN ORDINANCE
APPROVING AN AMENDMENT TO ANNEXATION AGREEMENT BETWEEN THE
VILLAGE AND HAMPSHIRE WEST LLC RELATING TO THE PRAIRIE RIDGE
PLANNED RESIDENTIAL DEVELOPMENT IN THE VILLAGE.
(Hampshire West LLC (Crown)-Amendment to Annexation Agreement)

and that the attached copy of same is a true and accurate copy of the original such Ordinance on file with the Clerk of the Village of Hampshire, Kane County, Illinois.

This Certificate dated this 28 day of March 2023.


Linda Vasquez
Village Clerk



**AN ORDINANCE
APPROVING AN AMENDMENT TO AN ANNEXATION AGREEMENT
BETWEEN THE VILLAGE AND HAMPSHIRE WEST LLC RELATING
TO THE PRAIRIE RIDGE PLANNED RESIDENTIAL DEVELOPMENT
IN THE VILLAGE
(Hampshire West LLC (Crown) - Amendment to Annexation Agreement)**

WHEREAS, Owner is the title holder of record of the real estate consisting of the territory previously designated as the "Prairie Ridge Community" in the Village; and

WHEREAS, a written proposal for amendment of the prior Annexation Agreement governing the Prairie Ridge Community, dated April 14, 2005, and having been recorded as Doc. No. 2005K44722 in the Office of the Kane County Recorder ("2005 Annexation Agreement") has been filed with the Village Clerk by Hampshire West, LLC as owner, specifically regarding a certain portion of the Prairie Ridge Community designated in the proposal as "Prairie Ridge North," and

WHEREAS, the 2005 Annexation Agreement has been amended from time to time, as follows:

- (i) a First Amendment to Annexation Agreement dated May 14, 2007, recorded in the Office of the Kane County Recorder as Document No. 2007K072733,
- (ii) a Second Amendment to Annexation Agreement dated September 2, 2010, recorded in the Office of the Kane County Recorder as Document No. 2010K058910,
- (iii) a Third Amendment to Annexation Agreement dated February 1, 2018, recorded in the Office of the Kane County Recorder as Document No. 2018K0115782; and
- (iv) a Fourth Amendment to Annexation Agreement dated December 20, 2018, recorded in the Office of the Kane County Recorder as Document No. 2019K002283,

and together, the 2005 Annexation Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are collectively referred to herein as the "Existing Agreements and Amendments"; and

WHEREAS, pursuant to the Existing Agreements and Amendments, the territory comprising the Prairie Ridge Community was classified as a Planned Residential Development Zoning District; and

WHEREAS, Owner has also submitted for review and approval a revised Preliminary Development Plan for the Prairie Ridge Planned Residential Community, ("Preliminary Development Plan – Revised 2023"), and specifically, for Prairie Ridge

North, which revised preliminary development plan is consistent with the terms of the proposed Amendment to Annexation Agreement and has been recommended for approval by the Planning & Zoning Commission; and

WHEREAS, pursuant to notice published in the Daily Herald newspaper on March 1, 2023, a public hearing concerning the proposed Amendment to the Annexation Agreement was conducted before the Village Board of Trustees on March 16, 2023, and the statutory requirements provided in Section 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, have been fully met; and

WHEREAS, following said public hearing, the terms and provisions of such Amendment to Annexation Agreement have been concluded and finalized between the parties, in accordance with 65 ILCS 5/11-15.1-3; and

WHEREAS, pursuant to law, such Amendment to Annexation Agreement shall be executed by the Village President and attested by the Clerk of the municipality only after such public hearing and only upon the adoption of a resolution or ordinance directing such execution, which resolution or ordinance must be passed by a vote of two-thirds of the Corporate Authorities then holding office; and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village to approve such Amendment to Annexation Agreement and to direct the Village President to execute, and the Village Clerk to attest, said amendment.

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

Section 1. The Amendment to Annexation Agreement, dated March 16, 2023, by and between Hampshire West LLC and the Village, to govern the development of the territory legally described and denominated therein as Prairie Ridge North, shall be and is hereby approved; and, a true and accurate copy of said Amendment to Annexation Agreement is attached hereto and made a part hereof by this reference.

Section 2. The Village President shall be and is hereby authorized and directed to execute and deliver on behalf of the Village, and the Village Clerk to attest, said Amendment to Annexation Agreement upon receipt of an original of said document duly executed by the Owner.

Section 3. The Village Manager may approve corrections of any clerical errors contained in said document, if any, and such corrections shall be and are incorporated in the approval evidenced by this Ordinance.

Section 4. A certified copy of this Ordinance, together with the Amendment to Annexation Agreement, shall be recorded in the Office of the Kane County Recorder, at Owner's expense, promptly after execution thereof by the parties; and Owner shall deliver

to the Village Clerk a file-stamped copy of such recorded document for the Village records..

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED THIS 16th DAY OF MARCH, 2023, pursuant to roll call vote as follows:

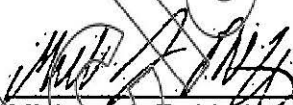
AYES: Fodor, Koth, Mott, Pollastrini, Robinson, and Reid

NAYS: Kelly

ABSENT: _____

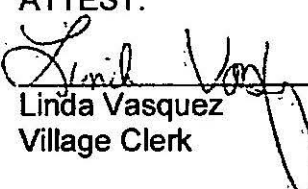
ABSTAIN: _____

APPROVED THIS 16th DAY OF MARCH, 2023.



Michael J. Reid, Jr.
Village President

ATTEST:



Linda Vasquez
Village Clerk



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STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Prepared by:
John H. Mays
Gould & Ratner
222 North LaSalle Street
Suite 300
Chicago, Illinois 60601

Return to after recording:
Village of Hampshire
234 South State Street
Hampshire, Illinois 60140
Attn: Village Clerk

Spaced above reserved for Recorder's Use

**PRAIRIE RIDGE NORTH
DEVELOPMENT AGREEMENT AND
AMENDMENT TO ANNEXATION AGREEMENT**

Dated March 16 2023

Between the

VILLAGE OF HAMPSHIRE

AND

HAMPSHIRE WEST LLC, an Illinois limited liability company

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EXHIBITS

EXHIBIT A – 2023	PRAIRIE RIDGE NORTH LEGAL DESCRIPTIONS
EXHIBIT B – 2023	PRELIMINARY DEVELOPMENT PLAN
EXHIBIT C – 2023	PRAIRIE RIDGE NORTH IMPACT/TRANSITION/CONNECTION/BUILDING FEES
EXHIBIT D – 2023	PRAIRIE RIDGE NORTH SIGNAGE
EXHIBIT J – 2023	STREETLIGHT, STREET SIGN AND OTHER DETAILS
EXHIBIT K – 2023	MONOTONY CODE
EXHIBIT AA – 2023	LIST COMPARING STANDARDS (FORMER PLAN TO CURRENT PLAN)

PRAIRIE RIDGE NORTH

**AMENDMENT TO ANNEXATION AGREEMENT
AND DEVELOPMENT AGREEMENT**

This **AMENDMENT TO ANNEXATION AGREEMENT AND DEVELOPMENT AGREEMENT** (collectively, the "Prairie Ridge North Agreement") is made and entered into this 16 day of March, 2023 (the "Effective Date") by and between the VILLAGE OF HAMPSHIRE, ILLINOIS, an Illinois municipal corporation (the "Village"), by and through its President and Board of Trustees (hereinafter referred to collectively as the "Corporate Authorities") and HAMPSHIRE WEST LLC, an Illinois limited liability company (the "Owner;" Village and Owner are sometimes each individually referred to as a "Party" and sometimes collectively are referred to as the "Parties").

WITNESS:

WHEREAS, Owner is the title holder of record of the real estate containing approximately 960.6 acres within Owner's Prairie Ridge development legally described on **Exhibit A – 2023** attached hereto and made a part hereof ("Prairie Ridge North");

WHEREAS, Prairie Ridge North is within the corporate limits of the Village, having been annexed to the Village along with other real estate (together herein referred to as the "Development") pursuant to that certain Annexation Agreement by and between the Village, Owner and others, dated April 14, 2005 and recorded in the office of the Kane County Recorder as Document No. 2005K047722 ("Original Agreement") which was amended by: (i) a First Amendment to Annexation Agreement dated May 14, 2007 by and between the Village, Owner

and others recorded in the Office of the Kane County Recorder as Document No. 2007K072733 ("First Amendment"), (ii) a Second Amendment to Annexation Agreement dated September 2, 2010 and recorded in the Office of the Kane County Recorder as Document No. 2010K058910 ("Second Amendment"), (iii) a Third Amendment to Annexation Agreement dated February 1, 2018 and recorded in the Office of the Kane County Recorder as Document No. 2018K0115782 ("Third Amendment"), (iv) a Fourth Amendment to Annexation Agreement dated December 20, 2018 and recorded in the Office of the Kane County Recorder as Document No. 2019K002283 ("Fourth Amendment") and an Annexation Agreement and Amendment to Annexation Agreement dated March 18, 2021 ("2021 Agreement" and together the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the 2021 Agreement, collectively referred to herein as the "Existing Agreements and Amendments");

WHEREAS, pursuant to the Existing Agreements and Amendments, Prairie Ridge North was zoned in the Village as a Planned Residential Development District;

WHEREAS, it is the express intention of the Owner and the Village that this document act as an amendment to the Existing Agreements and Amendments and as a development agreement for Prairie Ridge North and only as to Prairie Ridge North and that all other properties subject to the Existing Agreements and Amendments be specifically excluded from this Prairie Ridge North Agreement;

WHEREAS, Owner wishes to seek amendment of any preliminary development plan previously approved pursuant to the Existing Agreements and Amendments as it or they may relate to Prairie Ridge North; and further, specifically does not seek or intend that any previously approved preliminary or final development plan for properties other than Prairie Ridge North be amended by any terms or provisions of the Prairie Ridge North Agreement;

WHEREAS, Owner is duly authorized to enter into this Prairie Ridge North Agreement;

WHEREAS, Owner desires to amend and restate the Existing Agreements and Amendments as hereinafter set forth, the intent being that the Existing Agreements and Amendments will be amended and restated in their entirety by this Prairie Ridge North Agreement as herein provided only to the extent they apply to Prairie Ridge North and not to the other properties identified in and affected by the Existing Agreements and Amendments; and that this Prairie Ridge North Agreement will constitute a single development agreement for Prairie Ridge North superseding and replacing the Existing Agreements and Amendments as they may relate to Prairie Ridge North, unless expressly provided to the contrary herein;

WHEREAS, Owner desires that the Existing Agreements and Amendments, as they apply to properties other than Prairie Ridge North shall remain unchanged and in full force and effect –
ALL PROPERTIES SUBJECT TO THE EXISTING AGREEMENTS AND AMENDMENTS OTHER THAN PRAIRIE RIDGE NORTH ARE EXCLUDED FROM THIS PRAIRIE RIDGE NORTH AGREEMENT;

WHEREAS, Owner desires that the annexation and initial zoning of Prairie Ridge North as a Planned Residential Development in the Village shall remain unchanged and in full force and effect:

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives;

WHEREAS, units of local government are authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law;

WHEREAS, Owner has completed a pre-application review of its proposed development plans for Prairie Ridge North with the Village staff;

WHEREAS, Owner has submitted to the Village with its application, a new preliminary development plan and a new preliminary engineering plan for Prairie Ridge North (attached hereto as Exhibit B – 2023), which together constitute a Preliminary Development Plan under the Village's Planned Residential Development District Regulations (the "Preliminary Development Plan – Revised 2023") and which shall supersede and replace any prior preliminary development plan for Prairie Ridge North;

WHEREAS, the Preliminary Development Plan - Revised 2023 identifies tracts of land within Prairie Ridge North as "Neighborhoods" and assigns various uses to those Neighborhoods (when used in this Prairie Ridge North Agreement, "Neighborhood" refers to the Neighborhoods identified on the Preliminary Development Plan - Revised 2023);

WHEREAS, Owner desires and proposes, pursuant to the provisions and regulations of the Zoning Ordinance for the Village of Hampshire, County of Kane, State of Illinois (Chapter 6), Village of Hampshire Village Code in effect as of the date hereof and as amended by this Prairie Ridge North Agreement (the "Village Zoning Regulations"), that the Preliminary Development Plan previously approved for Prairie Ridge North be amended as provided in Article XVIII of the Village Zoning Regulations (the "Planned Residential Development District Regulations"); that the permitted uses on Prairie Ridge North remain unchanged from those granted pursuant to the Existing Agreements, pursuant to the Planned Residential Development District Regulations; and

that the new and revised Preliminary Development Plan - Revised 2023 as prepared for Prairie Ridge North and submitted to the Village be approved and that it replace in its entirety any previously approved and adopted preliminary development plan for Prairie Ridge North;

WHEREAS, the Village staff reviewed the materials submitted by Owner with its application and Village and the Corporate Authorities have found Owner's submissions to be complete or, in light of the size and the scope of the proposed development, to be sufficiently complete to enable the Village to evaluate Owner's application, and have determined that Owner's submissions satisfy the intent of the Village Zoning Regulations, the Planned Residential Development District Regulations, and all other Village ordinances and procedures in all respects except as they may be modified by the terms and provisions of this Prairie Ridge North Agreement and/or as permitted under the Planned Residential Development District Regulations;

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the Planning & Zoning Commission has held such public hearings as are prescribed by law and after due consideration and public participation has made findings of fact, determinations, and recommendations with respect to Owner's application and such other provisions of the Preliminary Development Plan – Revised 2023 and matters as were within its purview;

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a draft of this Prairie Ridge North Agreement was submitted to the Corporate Authorities and a public hearing as prescribed by law was held in regard to this Prairie Ridge North Agreement;

WHEREAS, pursuant to the Illinois Municipal Code, including specifically, but without limitation Sections 8-1-2.5 and 11-15.1-1 et seq., the Corporate Authorities are empowered to make commitments to Owner regarding permit fees, impact fees, review fees, connection fees and

other fees Owner will be required to pay, and regarding the codes, ordinances and regulations Owner will be required to follow, in connection with Owner's construction of dwelling units and other structures and improvements within Prairie Ridge North, all in accordance with the terms hereafter set forth;

WHEREAS, the Planning & Zoning Commission has found that the proposed new Preliminary Development Plan - Revised 2023 for Prairie Ridge North meets all appropriate standards of the Village and has made findings in support thereof;

WHEREAS, the Corporate Authorities have received and considered the report and recommendations of the Planning & Zoning Commission;

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

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

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

WHEREAS, the Corporate Authorities of the Village, after due deliberation, by ordinance duly passed, have approved the entering into of this Prairie Ridge North Agreement and have

directed the President and Clerk of the Village to execute this Prairie Ridge North Agreement, upon receipt of an original thereof duly executed by Owner; and

WHEREAS, the Corporate Authorities of the Village, after due deliberation, by resolution duly passed, have approved the proposed Preliminary Development Plan - Revised 2023 for Prairie Ridge North.

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

I INCORPORATION OF RECITALS.

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

II AGREEMENT TO AMEND THE EXISTING AGREEMENTS AND AMENDMENTS AS THEY RELATE TO PRAIRIE RIDGE NORTH.

2.1 Applicable Law.

This Prairie Ridge North Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code and pursuant to the powers granted to the Village under the Illinois Constitution and the Statutes of the State of Illinois.

2.2 Restatement of Prairie Ridge North's Rights and Obligations.

Unless expressly stated to the contrary herein, this Prairie Ridge North Agreement shall be deemed an amendment and restatement in full of all of the rights and obligations between the Parties as to Prairie Ridge North under the Existing Agreements and Amendments.

2.3 Village Representations as to Necessary Actions.

The Village represents that it has taken all action(s) and given such notices as may be required and necessary to approve the Preliminary Development Plan - Revised 2023 and to grant such exceptions from the Village Zoning Regulations and its other ordinances,

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codes and regulations, as may be necessary to zone, classify and allow for the development of Prairie Ridge North in the manner described in this Prairie Ridge North Agreement and to enable the Village to execute this Prairie Ridge North Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof. Enactment of the above referenced approvals is anticipated to occur immediately subsequent to the approval of this Prairie Ridge North Agreement by the Corporate Authorities.

III AMENDMENT OF THE EXISTING PRELIMINARY DEVELOPMENT PLAN

3.1 Approval.

3.1.1 Enactment.

Concurrent with the approval of this Prairie Ridge North Agreement, the Corporate Authorities shall enact a resolution or resolutions granting approval of the Preliminary Development Plan - Revised 2023 for Prairie Ridge North. The resolution or resolutions granting such approval shall not conflict with this Prairie Ridge North Agreement nor shall any such resolution provide for an expiration of Prairie Ridge North's zoning as a Planned Residential Development District as herein provided. It is the intent of the Parties that the Planned Residential Development District for Prairie Ridge North be a permanent zoning classification which shall remain in effect until altered or revoked in the manner provided by law. The Parties agree that the zoning and subdivision ordinances applicable to Prairie Ridge North as they currently exist or as they may be modified by this Prairie Ridge North Agreement are ordinances relating to the zoning and subdivision controls of the land as that term is used in Section 11-15.1-2 of the Illinois Municipal Code.

3.1.2 Conflicts.

After this Prairie Ridge North Agreement is approved and the Preliminary Development Plan - Revised 2023 is approved, notwithstanding any provision of the Village Zoning Regulations or any other Village ordinance now in effect or adopted during the term of this Prairie Ridge North Agreement in conflict herewith, only the Village provisions and standards regulating the use of Prairie Ridge North as herein set forth shall apply to Prairie Ridge North. To the extent any provision of this Prairie Ridge North Agreement, or the ordinances controlling Prairie Ridge North contemplated herein, conflict with the provisions of other Village ordinances, the provisions and standards contained in this Prairie Ridge North Agreement ordinances controlling Prairie Ridge North contemplated herein shall control. The Village makes no representations as to other jurisdictions with regulatory power over Prairie Ridge North.

3.2 Approval of the Preliminary Development Plan for Prairie Ridge North.

3.2.1 Approval of Preliminary Development Plan.

The Corporate Authorities acknowledge that they have reviewed all initial supporting documentation they deemed necessary and hereby approve the Preliminary Development Plan - Revised 2023 for Prairie Ridge North, it being expressly acknowledged that the Preliminary Development Plan - Revised 2023 for Prairie Ridge North supersedes the preliminary development plan for the same properties adopted pursuant to the Existing Agreements and Amendments. The Preliminary Development Plan - Revised 2023 incorporates deviations, departures, concepts, design criteria, and material specifications which may vary from the Village Zoning Regulations, the Village Subdivision Ordinance, or any other

Village ordinance now in effect. It is the intent of the Corporate Authorities that to the extent either the Preliminary Development Plan - Revised 2023 or this Prairie Ridge North Agreement (and its exhibits) varies from or conflicts with any Village ordinance now in effect or adopted during the term of this Prairie Ridge North Agreement, the Preliminary Development Plan - Revised 2023 and this Prairie Ridge North Agreement shall control.

3.2.2 Further Approvals (Subdivision, Engineering, etc.).

Following approval of the Preliminary Development Plan - Revised 2023, the Preliminary Development Plan - Revised 2023 shall not expire and no further zoning approval or hearings shall be required as a prerequisite to the issuance by the Village or the receipt by the Owner of the building permits necessary to the development of any portion of Prairie Ridge North in accordance with this Prairie Ridge North Agreement; provided, however, that the Owner shall be required to obtain approval of a Final Development Plan as described in Article V of this Prairie Ridge North Agreement, for the portion of Prairie Ridge North then being developed in accordance with the terms of this Prairie Ridge North Agreement. The Owner's right to develop Prairie Ridge North in substantial conformance with the Preliminary Development Plan - Revised 2023 shall be, and is hereby, vested, subject to Owner's compliance with any and all requirements of the regulations governing Planned Residential Developments contained in the Village Code. The Final Development Plan submitted for any portion of Prairie Ridge North may provide for residential lots which are larger or smaller in area, are front loaded or rear loaded in different ratios than are shown on the Preliminary Development Plan - Revised 2023 or are of a different shape than those shown on the Preliminary

Development Plan - Revised 2023 and any such modification of lot size or shape or whether a unit loads from the front or the rear shall not be deemed a material deviation from the Preliminary Development Plan - Revised 2023 which would require a public hearing under the provisions of the Zoning Code governing Planned Residential Development Districts, so long as (i) the average lot area for all residential lots shown on that Final Development Plan shall not be reduced by more than 5%; and (ii) no lot shall be less than the minimum lot size currently shown on the Preliminary Development Plan - Revised 2023 ("Minor Revisions"). Notwithstanding such permitted reductions in average residential lot area, such reductions shall not be the basis for increasing the total number of residential lots to be developed on Prairie Ridge North above the total number of residential lots shown on the Preliminary Development Plan - Revised 2023.

3.3 Continuation of Current and Interim Uses.

Village acknowledges that portions of Prairie Ridge North are currently used for agricultural purposes and that, notwithstanding any ordinance or law of the Village or any other provision of this Prairie Ridge North Agreement, the property comprising Prairie Ridge North may be used for agricultural purposes (including public or private nurseries) during the life of this Prairie Ridge North Agreement and so long as the property comprising Prairie Ridge North remains zoned as a Planned Residential Development District.

3.4 Interpretation.

Should a proposed use not be specifically described or assigned a classification under the Planned Residential Development District ordinance or the Village Zoning Regulations (an "Undefined Use"), it shall be interpreted by the Village Manager, or if there be no Village

Manager at the time, then by the person serving as Zoning Administrator in the Village, based upon a described use that the proposed use is most similar to and the classification for the similar use shall be applied to the Undefined Use. If the Owner disagrees with said interpretation, it shall have the right to appeal said interpretation to the Planning & Zoning Commission, through the Village ordinance appeals process.

IV USE STANDARDS.

The provisions of this Article IV, along with the Preliminary Development Plan - Revised 2023 and the other provisions of this Prairie Ridge North Agreement, shall control the development of, and be the standards applicable to, Prairie Ridge North. The parties acknowledge and agree that, pursuant to Section 6-18-4(A) of the Village Zoning Regulations, the design controls which would otherwise govern the planned residential development may be modified for Prairie Ridge North; and that, Owner has provided to the Village a listing comparing standards applied in the earlier approved Preliminary Development Plan to the standards to be applied in the Preliminary Development Plan – Revised 2023, per § 6-18-6(B)(16) of the Village Code, as set forth on Exhibit AA. In the event of any conflict between the submitted list of exceptions and the exceptions delineated on the Preliminary Development Plan – Revised 2023, the Preliminary Development Plan – Revised 2023 shall control.

4.1 Single Family Detached Dwelling Standards.

The Preliminary Development Plan - Revised 2023 sets out standards for the construction of single family detached dwellings on Prairie Ridge North (such as lot width, yard size, permitted encroachments, maximum building height and minimum lot size). To the extent the standards shown on the Preliminary Development Plan - Revised 2023 conflict with

Village ordinances, the standards shown on the Preliminary Development Plan - Revised 2023 shall control.

4.2 Townhome Dwelling Standards.

The Preliminary Development Plan - Revised 2023 sets out the standards for the construction of townhome dwellings on Prairie Ridge North (such as lot width, yard size, permitted encroachments, maximum building height, loading from the front or rear and minimum lot size). To the extent the standards shown on the Preliminary Development Plan - Revised 2023 conflict with Village ordinances, the standards shown on the Preliminary Development Plan - Revised 2023 shall control. The setbacks for townhome units shall be those applicable to buildings as opposed to individual dwelling units. Townhomes shall be developed in buildings which contain attached townhome dwellings which may be conveyed in fee simple subject to a declaration establishing a "common interest community" as defined in Section 9-102 of the Illinois Civil Code, or as "units" subject to provisions of the Illinois Condominium Property Act, without further subdivision or approval by the Village. Since consistent design, color schemes and elevations enhance the value and attractiveness of areas comprised of buildings containing townhomes, Neighborhoods to be developed with townhomes shall not be subject to the Village residential anti-monotony codes and the provisions herein dealing with monotony.

V FINAL DEVELOPMENT PLANS.

At any time after the date hereof, Owner may submit and Village may approve, subject to applicable Village Zoning Regulations final plans ("Final Development Plans") for all or any phase or phases - of Prairie Ridge North. It is the Parties' intent that Final Development Plans shall be in substantial compliance with the Preliminary Development Plan - Revised 2023, subject to the terms of this Paragraph V. . The Parties recognize that the practicalities

of development may require Owner to submit Final Development Plans that have Minor Revisions or that vary in minor respects from the Preliminary Development Plan - Revised 2023. The Village agrees that the Owner may submit Final Development Plans which vary from the Preliminary Development Plan - Revised 2023 by Minor Revisions or in other minor respects which the Village shall approve, without public hearing, provided they are in substantial compliance with the Preliminary Development Plan - Revised 2023. Minor Revisions, the realignment of roads, rights-of-way and easements and increases or decreases in rights-of-way and easements from those shown on the Preliminary Development Plan - Revised 2023 are examples of minor variations and shall not be reason for a public hearing. A Final Development Plan with minor variations shall be considered to be in substantial compliance with the Preliminary Development Plan - Revised 2023.

The Village acknowledges that Prairie Ridge North shall be developed in phases, each of which shall be the subject of a Final Development Plan. Each phase shall be comprised of a Neighborhood or Neighborhoods. No limitation shall be imposed upon Owner with respect to the number of phases as to which Final Development Plans may be submitted at any time, the number of phases that may be under construction at any one time, the location of phases under construction, the length of time it takes to develop a phase or the sequence in which phases shall be developed. The right to receive approval of a Final Development Plan for Prairie Ridge North or any phase within Prairie Ridge North shall not expire.

VI SUBDIVISION APPROVALS AND RESTRICTIONS.

6.1 Criteria.

The Parties acknowledge that the existing Village subdivision ordinances ("Village Subdivision Ordinance") would, without modification, limit flexibility in design of certain

elements of Prairie Ridge North, limit the Owner's ability to develop Prairie Ridge North as a Planned Residential Development District and potentially limit the economic contribution of Prairie Ridge North to the Village. Accordingly, and consistent with the purposes, objectives, and standards in a Planned Residential Development Zoning District in the Village, the Village Zoning Ordinance and Subdivision Ordinance and future zoning ordinances and subdivision ordinances adopted by the Village will apply to Prairie Ridge North only to the extent that they do not conflict with the criteria shown on the Preliminary Development Plan - Revised 2023 or the provisions of this Prairie Ridge North Agreement. If at any time there is a conflict between the provisions of the Village Zoning Ordinance and Subdivision Ordinance and the criteria provided on the Preliminary Development Plan - Revised 2023, the less restrictive shall control.

6.2 School Site.

The Preliminary Development Plan - Revised 2023 contemplates a school site of approximately 11 acres of unsubdivided land (the "School Site") to be developed within Prairie Ridge North. Unless otherwise required by State law, the School Site may be conveyed to the school district without a subdivision plat being first approved by the Village.

VII UTILITIES

7.1 No Action Pending Which Would Interfere with Utilities.

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

7.2 Onsite Water Distribution Facilities.

Owner shall be responsible for designing, obtaining permits for, constructing and financing the onsite water distribution mains necessary to service Prairie Ridge North. Owner shall terminate the water mains at Prairie Ridge North property lines when required, so that future developments outside of Prairie Ridge North may be served. Owner shall oversize water mains when required to do so by the Village so that adjacent lands may be served, and the costs incurred to so oversize mains shall be subject to recapture from the properties benefiting from such oversized mains based on each property's pro-rata Population Equivalents ("P.E.") share. The Village shall enact Recapture Ordinances on behalf of Owner to recapture such costs, consistent with Section 8.1 below.

7.3 Wastewater Components

Pursuant to the Second Amendment, Developer is responsible for designing, seeking permits for, bidding and constructing at its cost and expenses all the wastewater components per Exhibit "P" to said Second Amendment, except that the Village will be responsible for designing and obtaining permits for the Prairie Ridge Lift Station listed on said Exhibit P. Developer shall be responsible to pay both the costs and expenses of such designing and permitting, and after the Village has completed the design and permitting, to pay the costs and expenses of construction of the lift station.

7.4 Water Connection Fees and Sewer Connection Fees.

Village and the developer and owner who are parties to the Existing Agreements and Amendments agreed therein, in consideration of cancellation of certain Special Service Area debt and obligations, that the water connection fees and the sewer connection fees otherwise payable when building permits are issued for the lots subject to the Existing Agreements and Amendments would be deemed prepaid in perpetuity; and in addition, that

payments of water connection fees and sewer connection fees to the Village for a total of 4,900 population equivalents ("PE") from users in Future Developments (as defined in the Existing Agreements and Amendments) who connect to the water and sewer components of the Integrated System (as defined in the Existing Agreements and Amendments); or until July 26, 2037, whichever first occurs, will be allocated between Village and Owner as follows: 30% to the Village and 70% to the Owner. Further, the 2021 Agreement provided that the total PE from Future Developments would be reduced by 707 PE to a total of 4,193 PE, on account of the additional 202 dwelling units ("DU") added to the Oakstead development (as defined in the 2021 Agreement).

Consistent with said prior agreements, all connection fees are deemed to have been prepaid for Prairie Ridge North.

It is the intent of this Agreement that the foregoing remain in place and the obligations of the parties in regard thereto remain unchanged except as follows: for purposes of calculating payments due to Owner from the Village in relation to Future Developments, the total PE from users in Future Developments shall be further reduced by 2,278 PE to a total of 1,915 PE, on account of the additional 702 dwelling units (344 Single Family Detached DU @ 3.5 PE/DU + 358 Single Family Attached DU @ 3.0 PE/DU) hereby added to the Prairie Ridge North development in accordance with the Preliminary Development Plan. Furthermore, the connection fees from users in Future Developments, based on the \$2,400 water connection fee and the \$2,800 sewer connection fee identified in the Original Agreement, will be allocated between Owner and the Village as follows: 50% to the Village, and 50% to Owner. The Village shall collect said connection fees and, upon receipt, shall pay 50% to Owner.

Annually, on a date established by the Village, the parties shall share information regarding the number of connections permitted within the Future Developments in the prior calendar year along with the amount collected for such connections, the amount paid by the Village and the number of PE remaining under the above formula.

This Section 7.4 specifically amends the Existing Agreements and Amendments and Hampshire East LLC joins in this Agreement for the limited purposes of such amendment.

7.5 Water Service and Connections.

Throughout the term of this Prairie Ridge North Agreement, the Village shall allow connection of the buildings and structures built on Prairie Ridge North to the Development's water system and to the Village's water supply system for all purposes, including fire protection. The parties understand and agree that the Development's water system is designed and intended to create sufficient water supply and storage to serve the uses planned for Prairie Ridge North as well as the remainder of the Development. Throughout the term of this Prairie Ridge North Agreement, the Village shall at all times reserve for use on Prairie Ridge North sufficient water supply and storage in its system(s) to serve the uses planned for Prairie Ridge North, reduced from time to time by the amount of water supply and storage actually utilized for Prairie Ridge North. Village represents that no moratorium or other regulatory restriction exists at this time which would limit the Village's ability to provide water to Prairie Ridge North.

7.6 Installation in Easements

Owner shall be responsible to install all public utilities within the easements provided therefor on the Final Development Plan(s) for the development of Prairie Ridge North.

VIII RECAPTURE.

8.1 Recapture of Infrastructure Costs Advanced by Third Parties.

If any components of the infrastructure improvements for nearby properties, including waste water system and water system, roadway improvements, rights-of-way, easements and intersection improvements, including signalization, are designed and constructed with the approval of the Village so as to benefit Prairie Ridge North, then the Owner shall be subject to any recapture agreement adopted by the Village for such infrastructure improvements. Recapture agreements shall be in form and substance reasonably acceptable to Owner and the Village, and shall obligate the owner of Prairie Ridge North to pay to the Village (for the benefit of the party making such improvements) the cost to install just the improvements required to serve Prairie Ridge North as estimated by the Village Engineer (including hard and soft costs related to the design and installation of said improvements). Recapture amounts owed by Owner shall not bear interest. The then owner of Prairie Ridge North shall not be responsible for any portion of the costs of oversizing such services or any costs beyond those that might be required to serve Prairie Ridge North. The following is an example of a recapture calculation for purposes of this section: assume an 8" water line is required to serve Prairie Ridge North and its estimated cost is \$170,000; and an adjacent owner wishes to install a 10" line to serve both its property and Prairie Ridge North, and that the estimated cost of the larger line would be \$200,000; Prairie Ridge North would be subject to a recapture in the amount of \$170,000 (the estimated cost of the 8" line designed to serve just Prairie Ridge North).

8.2 Recapture of Infrastructure Costs Advanced by Owner.

If any components of the infrastructure improvements for Prairie Ridge North, including part or all of Prairie Ridge North's waste water system and water system, roadway

improvements, rights-of-way, easements and intersection improvements, including signalization, are designed and constructed by the Owner with the approval of the Village so as to benefit other real estate (the "benefited property or properties"), then the Village shall adopt a recapture agreement within 120 days of a request from Owner. Recapture agreements shall be in form and substance reasonably acceptable to Owner and the Village, and shall obligate the properties benefited by such improvements to pay to the Village (for the benefit of Owner) the total cost of said improvements less the cost to install just the improvements required to serve Prairie Ridge North as estimated by the Village Engineer (including hard and soft costs related to the design and installation of said improvements). Recapture amounts owed to Owner shall bear interest at the prime rate from time to time published in The Wall Street Journal (computed from the date of installation until paid to Owner), or as otherwise agreed by the parties. The method of calculating the recapture shall be in accordance with the example provided in Section 8.1 above.

8.3 Recapture of Infrastructure Costs Advanced by Owner.

Each property's entire recapture obligation shall be paid to the Village upon approval of the first final plat or final planned unit development plan for any part of the property so benefited. The recapture agreement shall additionally provide that the Village shall make reasonable attempts to collect the recapture fees and shall be obligated to bring suit to enforce collection of the fees, and that the party owed the recapture will agree to bear the cost of enforcing or defending the recapture agreement. In no event shall the Village be liable to any party for payment of any part of a recapture owed.

IX ROADS AND HIGHWAYS.

9.1 Roads and Highways.

Owner shall construct and pay for those roadway and intersection improvements including traffic signals and acquisition of easements mandated by the Kane County Department of Transportation ("KDOT") or the Illinois Department of Transportation ("IDOT") in relation to Owner's access points to state and county roadways adjacent to Prairie Ridge North

9.2 Owner's Roadway Improvements.

Owner at Owner's expense shall undertake the roadway improvements shown on the Preliminary Development Plan - Revised 2023.

X DEVELOPMENT PROVISIONS.

Notwithstanding any provision of any Village ordinance now or hereafter in effect, Prairie Ridge North shall be developed in accordance with the following standards:

10.1 Design Criteria.

The design criteria shown on the Preliminary Development Plan - Revised 2023 shall be the standard for development within Prairie Ridge North. To the extent any provision of this Prairie Ridge North Agreement or any Village ordinance now or hereafter in effect conflicts with the Preliminary Development Plan - Revised 2023, it is intended the Preliminary Development Plan - Revised 2023 controls. Exhibit "N" to the Original Agreement is not applicable to Prairie Ridge North.

10.2 Roads and Streets.

10.2.1 Streetlights

Owner shall provide street lighting at all intersections of streets within Prairie Ridge North with roadways under the jurisdiction of KDOT and IDOT in accordance with

the applicable requirements; and also, shall provide adequate lighting of public streets within Prairie Ridge North, in accordance with Section 7-3-8 of the Village Code and Exhibit J to the Original Agreement.

10.2.2 Sidewalks.

Sidewalks shall be 5' in width and shall be constructed with 5" thick Portland Cement/Concrete P.C.C. with 4" Aggregate Base in accordance with the Preliminary Development Plan - Revised 2023. Pedestrian paths shall be 8' wide and shall consist of a 2" thick bituminous surface course and 8" thick aggregate base and shall generally be located in accordance with the Preliminary Development Plan - Revised 2023. Compacted crushed limestone pathways may be utilized in open space areas and conservation areas with natural vegetation.

10.2.3 Pavement Design.

The road pavement within Prairie Ridge North shall be developed in accordance with the standards set forth in the Preliminary Development Plan - Revised 2023.

10.2.4 Block Design.

Section 7-4-3: "Block Standards" of the Village Subdivision Ordinance shall apply to Prairie Ridge North, except where an exception shall be shown on the Preliminary Development Plan - Revised 2023 as approved by the Village.

10.2.5 Street Design.

All streets constructed within Prairie Ridge North shall be dedicated public streets. The Owner shall have no obligation to make roadway improvements or dedications of right-of-way to the Village for roadway improvements except as provided for in this Prairie Ridge North Agreement and the Preliminary Development Plan - Revised 2023.

10.2.6 Entry Monuments.

Permanent entry monuments and related improvements may be constructed at any location within Prairie Ridge North, provided they are placed within easements, outlots, or private property for which a homeowner's association, as per the applicable declaration of protective covenants, shall be responsible for maintaining; and, provided they do not interfere with public utilities or interfere with sight lines for traffic movements.

10.2.7 Street Lighting and Temporary Street Signage

No occupancy permits shall be issued for any Neighborhood until street signs (which may be temporary signs) and traffic control signs have been installed and streetlights erected on light posts ("standards") have been installed and are fully operational. All temporary street signs shall be in form reasonably approved by the Village engineer (the "Village Engineer").

10.2.8 Streets - Final Lift.

Owner shall have the right, but not the obligation, to install the final lift of surface course to roadways within any Neighborhood during the year that the binder course is installed or any subsequent year, subject to the approval of the Village Engineer, provided surety is posted against damage to the pavement by construction traffic in accordance with Village Ordinances and such surety shall remain posted for twelve (12) months after the Village accepts the improvements. The Owner shall install the final lift of street at such time as it deems appropriate in keeping with the development schedule for the surrounding area. Owner shall also be required, at the request of the Village, to install the final lift of any street within Prairie Ridge North if the binder course has been exposed to three or more winter seasons. After

completion of the construction by Owner and/or acceptance by the Village of any street or road within Prairie Ridge North, and if construction traffic of Owner or its agents or employees continues to utilize said street or road, Owner shall be responsible for keeping the street or road free from construction debris, and further, Owner shall be responsible for repair of damages to the street or road caused by such construction traffic.

10.2.9 Street Names.

Owner shall submit to the Village for approval, prior to approval of any Final Development Plan for any Neighborhood, a list of street names for all streets shown on the applicable portion of the Preliminary Development Plan - Revised 2023.

10.2.10 Street Maintenance

Owner acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt and mud clots on streets and roadways adjacent to the construction site. Accordingly, Owner shall perform the following tasks: (i) inspect and clean the streets and roadways adjacent to and within 1,000 feet of Owner's construction site as needed during each week while construction is occurring on said site; and (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; and (iii) at all times until a street has been accepted by the Village, and following an accumulation of one (1") inch or more of snow thereon in any 8-hour period, cause such street to be plowed, such snow to be cleared therefrom, and the street to be de-iced.

As security for such obligations, and as a condition of approval of a Final Plat for all or any part of Prairie Ridge North, or the issuance of any grading permit as the

case may be, Owner shall make a one-time deposit with the Village Clerk in the sum of Five Thousand (\$5,000.00) Dollars as and for a "Site Control Escrow."

In the event Owner fails to mow weeds, pick up debris, repair or replace soil erosion control fencing, or complete snow removal and de-icing as reasonably required in accordance with the provisions of this Prairie Ridge North Agreement, or within twenty-four (24) hours after receipt of notice from the Village of Owner's failure to comply with the provisions of this Prairie Ridge North Agreement, then the Village may perform, or contract with others to perform, such undertaking and deduct from the Site Control Escrow the costs thereof. Owner shall, within fifteen (15) business days following written notice of such expenditure from the Village, then replenish the Site Control Escrow by delivering an additional deposit to the Village Clerk so as to maintain in the same at a Five Thousand (\$5,000.00) Dollar balance.

All sums then remaining on deposit with the Village for a Site Control Escrow pursuant to this Section shall be returned to Owner upon final acceptance of all public improvements by the Village.

10.2.11 Acceptance of Public Improvements.

The Village shall issue its Certificate of Completion for all public improvement(s) on Prairie Ridge North, including but not limited to sanitary sewer mains and appurtenances, lift stations, force mains, storm water collection piping and appurtenances, detention/retention facilities, water mains and appurtenances, booster stations, pressure reducing valves, water storage tanks, water treatment plants, water wells, sidewalks, right-of-way, roadways, street lights, street signs,

parkway trees and turf in accordance with the following procedure: After (i) receipt of notice from Owner that specified and identified public improvements within Prairie Ridge North have been completed, and (ii) delivery to the Village of all required documentation in regard to such improvements, consistent with the applicable Final Development Plans, the Village Engineer shall inspect such improvements and shall use best efforts to indicate, in writing, either his approval or disapproval of the same within 45 days. Provided, in the event that the required inspection is or will be hindered or prevented by weather conditions, or by force majeure as herein defined, and in particular as to roadways and sidewalks, winter weather conditions or snow cover, the Village Engineer shall promptly notify the Owner and the parties shall cooperate to schedule a future date for the inspection. The Village Engineer's review and inspection of the public improvements shall be based on the standards set forth in the applicable Final Development Plans. If such improvements are approved, the Village Engineer shall issue a Certificate of Completion. If such improvements are not approved, all reasons therefor shall be set forth in a written notice to Owner. Upon Owner's correction of the items set forth in said notice, the Village Engineer, at Owner's request, shall re-inspect the improvements not previously approved and shall either approve or disapprove said improvements, in writing, within 30 days of receipt of Owner's notice requesting said re-inspection, in accordance with the process described herein. Thereafter, upon issuance of a Certificate of Completion by the Village Engineer, the Village shall accept such improvements pursuant to the provisions of Section 7-5-1(C) of the Village Code. After acceptance by the Village, the Village shall be responsible

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for operating and maintaining the accepted improvements, subject to the requirement imposed on Owner pursuant to Section 7-2-4(D) of the Village Code, to post a maintenance bond for a period of one year after such acceptance.

10.2.12 Residential Sidewalks.

Since Owner is a developer of residential lots in the Neighborhoods for resale to homebuilders and is not, itself, a homebuilder, Owner shall not be required to make all sidewalks continuous through vacant lots before the streets and underground utilities in any Neighborhood may be accepted by the Village. Owner may choose to install a continuous sidewalk through any and all vacant lots in any Neighborhood at such time as the other public improvements are accepted for such Neighborhood or to provide a separate letter of credit for those sidewalk sections not yet completed. The Village shall accept all improvements within the Neighborhood with the exception of sidewalks upon completion of the acceptance criteria listed above. The Village shall not be obligated to accept any sidewalks within a Neighborhood until continuous sidewalks have been installed throughout the entire Neighborhood, in accord with the Preliminary Development Plan - Revised 2023. A building permit may be obtained for a lot prior to the time a sidewalk is built up to the boundaries of or across the lot; provided, however, that Owner shall not be excused from installing such sidewalk thereafter. Sidewalks need not be installed across an undeveloped lot until such a time that home construction activities are complete on the lot. Provided, however, Owner shall be responsible to install a sidewalk adjacent to any open space or park land lot at such time as a building permit is issued for any abutting lot. However, after thirty-six

(36) months following the Village's acceptance of the streets in a Neighborhood, Village may elect to have the Owner install sidewalks in front of all lots on one side of the street in any block where an occupied home is located.

10.2.13 Residential Appearance Standards.

10.2.13.1 Monotony.

Owner agrees to apply and enforce the anti-monotony standards set forth in Exhibit "K" - 2023 attached hereto, which standards shall supersede and replace any prior applicable monotony requirements or ordinances applicable to Prairie Ridge North and any monotony code or requirements hereafter adopted by the Village. Exhibit "K" - 2023 shall be the only monotony controls that apply to Prairie Ridge North.

10.2.13.2 Landscaping Plan.

10.2.13.2.1 Landscape Plans.

The final landscape plan shall be submitted in phases as part of the approval of a Final Development Plan for each Neighborhood or phase. Landscaping shall be in accordance with the Preliminary Development Plan - Revised 2023. No preliminary landscape plan for a Neighborhood or part of Neighborhood shall be required before the Owner's submission of a final landscape plan for a Neighborhood.

10.2.13.2.2 Tree Conservation Plan Required.

Owner shall submit a tree conservation plan for the Prairie Ridge North property as part of its submittals for approval of the Preliminary Development Plan – Revised 2023.

10.2.14 Occupancy Permits.

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

10.2.15 Trees.

Owner shall be responsible for the planting, live growth, and preservation of planted parkway trees for any lot for a period of time equal to one year after notice that all such trees have been installed within a specified Neighborhood has been given to the Village (the "warranty period"). Owner shall provide a separate letter of credit for such trees for the one-year warranty period. Upon expiration of the warranty period, maintenance responsibilities for the trees shall be automatically passed on to and assumed by the owner of the lot immediately adjacent to the right-of-way in which the tree exists. Delays in planting or replacing trees shall not be a reason for denying a certificate of occupancy if such delay is to take advantage of prime planting times such as autumn. The responsibilities of this Section may be

assigned to a homebuilder purchasing from Owner, provided the homebuilder provides the Village the required security.

10.3 Buildable Lots Defined.

For purposes of interpreting Village Ordinances and this Prairie Ridge North Agreement, a Buildable Lot shall be a single parcel of land which may be legally described as such or may be 1 or 2 or more numbered lots or parts of such lots in a recorded subdivision plat, and occupied by or intended for occupancy by, one principal building which shall contain a single dwelling unit if the building is a single family detached residence; two dwelling units if the building is a duplex building; or three or more dwelling units if the building is a townhomes building, together with accessory buildings and uses, yards, and other open spaces.

10.4 Building and Other Permits.

10.4.1 Review and Issuance of Permits and Approvals.

10.4.1.1 Application for Building Permit.

Except as expressly provided elsewhere in this Prairie Ridge North Agreement and except for model homes as provided below, following Village approval of a Final Development Plan for a Neighborhood or part thereof, application may be made for, and the Village shall issue, building permits within 15 days after receipt of a complete application therefor. To be considered complete an application shall include a site plan and shall comply with the provisions of this Prairie Ridge North Agreement and all requirements of the Village ordinances as modified by this Prairie Ridge North Agreement. For purposes of this Section, a complete building permit application shall include all required documents, including but not limited

to, design/building plans, Energy Conservation Code path-prescriptive or performance, IL licensed structural engineer stamped truss drawing calculations, Plumbing Contractor Letter of Intent, IL Plumbing Licenses, IL Roofers Licenses, and a plat of survey. No building permits shall be issued for Neighborhoods lacking temporary or permanent street signs. Owner shall be notified immediately if a submitted application is incomplete.

10.4.1.2 Sprinkler Systems Not Required.

It shall not be a requirement that single family homes (attached and detached) within Prairie Ridge North be constructed with a fire suppression/sprinkler system, notwithstanding such a requirement may be part of the Village building code.

10.4.1.3 Disapproval.

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

10.4.1.4 Final Engineering Plans.

Village agrees within 45 days of its receipt thereof to review and comment upon any Final Development Plans submitted by Owner for any Neighborhood, and to approve the submittal within 45 days of receipt of a fully complying set of plans. Village shall review any complete Illinois Environmental Protection Agency ("IEPA") application prepared for filing by Owner within 10 business days of Village's receipt of same and shall

sign the permit application as soon as it has approved the application notwithstanding the fact that the Final Engineering Plan for that Neighborhood has not yet been approved by the Village. If after the time of such submittal, review of Owner's Final Engineering Plans makes necessary a change or changes to the applicable IEPA permit application, Owner shall be solely responsible for filing an amended application with IEPA and/or preserving with IEPA the log number and priority position of said application for purposes of IEPA review and approval. After approval of the Final Grading Plans by the Village Engineer, Owner may undertake, at its own risk, grading operations regardless of whether or not the Final Development Plan has been approved by the Village, subject to Section 10.5.1.1 below.

10.4.1.5 Final Grading Plans.

The Village shall, within 45 days of receipt of an application for a grading permit with a full set of plans, review and approve the final grading plans submitted by Owner.

10.4.1.6 Statement of Disapproval.

If any application for approval of a Final Development Plan or building plan application is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the Final Development Plan or building plan application.

10.4.1.7 Resubmission.

Owner shall thereafter resubmit the Final Development Plan or building plan application, and Village shall, within 30 days of receipt of same, review the changes made. It is the intent of the Parties that there not be a re-review of the entire Final Development Plan or building plan application when re-submitted. Upon resubmission, only the corrected parts and other parts reasonably necessary to be reviewed in order to understand the corrections and changes shall be reviewed.

10.4.2 Master Building Permit Application.

Owner shall have the right to submit a master building plan for each different model of dwelling unit to be constructed within Prairie Ridge North, consistent with the filing requirements set forth above; provided, for any change to a master building plan for a particular home, the application for building permit shall include design/building plans, Energy Conservation Code path, and the stamped truss drawings and calculations for such permit.

10.4.2.1 Modifications of Master Building Plan.

After master building plans have been approved, no further submission or approval of building plans shall thereafter be required for the issuance of a building permit for the construction of any building pursuant to an approved master building plan. Applications which include modifications to a previously approved master building plan shall be subject to review by the Village pursuant to Section 10.4.2 above.

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10.4.2.2 Requirement for Building Permits.

Nothing herein shall be construed as a waiver of the requirement of the Village Code that a building permit be obtained and the appropriate permit fee paid for each permit, per Article XII below.

10.4.2.3 Early Permit Application.

Owner may apply for building permits to begin construction upon portions of Prairie Ridge North prior to the availability of storm sewer, sanitary sewer, paved streets, and water facilities to serve the structures to be constructed upon such portions of Prairie Ridge North. Upon approval of such application(s), the Village shall issue building permits to portions of Prairie Ridge North where such public improvements are not available, for single-family detached, and attached, model homes, prior to completion of such public improvements, but shall not issue certificates of occupancy until such improvements are available.

Construction of such homes may not begin until at least a stone haul road leading to the premises adequate to handle emergency vehicles and to provide access for Village inspectors has been constructed and approved by the applicable fire protection district. Model homes may not be opened to the public until the binder course has been installed on the adjacent street and said street shall have been substantially constructed (except for punchlist items), inspected and approved by the Village Engineer.

No dwelling unit shall be occupied, and no other building permits for a Neighborhood shall be issued by the Village, until the public improvements

with a binder course on all streets have been substantially completed within that Neighborhood and inspected and approved by the Village Engineer, except for minor punchlist items.

10.4.3 Occupancy Permits Prior to Completion of Certain Improvements.

It is acknowledged that events of force majeure may make appropriate the issuance of building and occupancy permits prior to completion of the public improvements within a Neighborhood. The Village shall grant occupancy permits for buildings within a Neighborhood at such time as public improvements within that Neighborhood having an Approved Final Development Plan (other than the final lift on any street) are substantially complete. Issuance of occupancy permits shall also be subject to Section 10.2.14 above.

10.5 Land Development.

10.5.1 Special Conditions of Development.

The following special conditions of development shall apply to Prairie Ridge North.

10.5.1.1 Land Development Activities.

Any time after the execution of this Prairie Ridge North Agreement, and prior to approval of the Final Development Plan for any Neighborhood or other part of Prairie Ridge North, Owner may, at its own risk, undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading ("Earthwork") in and upon such Neighborhood or portion of Prairie Ridge North after having complied with the Village requirements.

10.5.2 Installation of Utilities.

If the utilities as designed for the Neighborhood or phase will provide adequate service, and unless looping is otherwise required by the applicable Preliminary and Final Development Plans as approved by the Village, utilities within a Neighborhood or phase need not be looped. The Owner shall have no obligation to construct water mains and sanitary sewer lines in a particular Neighborhood or phase of Prairie Ridge North, unless a Final Development Plan encompassing the Neighborhood or phase in which any such lines are to be located has been approved by the Village, and the Owner has undertaken the development of such Neighborhood or phase. Provided, however, in the event that the owner of an adjacent property is reasonably required to connect to any of said utilities and can do so within established rights-of-way, and is able to do so within established rights-of-way or easements within Prairie Ridge North, then Owner shall grant to such owner a right of access for construction within said rights-of-way or easements to enable the required connection. Such connection may be subject to a right of recapture for such owner of the adjacent property.

Provided further, if the Village shall issue a written notice to Owner that installation of the Interceptor Sewer described in the Preliminary Development Plan – Revised 2023 is required for Village purposes, then Owner, at its expense and within six (6) months of the date of such notice, shall provide to Village and any parties named by Village a utility easement for such purposes. The location of the easement and the terms of the easement shall be determined by Owner, subject to the Village's

reasonable approval and subject to the recapture provisions of Article VIII of this Amendment. .

10.5.3 Rights-of-way.

In the event that the Owner determines that additional off-site rights-of-way may be necessary to complete or provide service to the road and utility infrastructure on Prairie Ridge North in the most economic manner and accordance with good design and good engineering practices, Owner shall be responsible for all costs and expenses in connection with the obtaining such rights of way and easements. To the extent such rights-of-way and easements benefit other properties, all or an applicable portion of the sums paid by the Owner shall be recaptured in the manner set forth in Article VIII.

10.5.4 Completion of Improvements.

Public improvements shall be completed in the normal course of the development of Prairie Ridge North and need not be completed within a certain amount of time after the approval of the Final Development Plan.

10.5.5 Security for Public Improvements.

Upon the Village's approval of a Final Development Plan for a Neighborhood, Owner shall post letters of credit or bonds as its surety for public improvements in the amount of 125% of Engineer's Cost Estimate (the "Construction Security"). As public improvements are completed by the Owner, the Construction Security posted for the completed improvements shall be reduced and released by the Village, but such reductions shall not reduce the Construction Security to an amount which is less than 10% of the original amount. Upon acceptance of the

improvements by the Village, Owner shall post letters of credit or bonds for its maintenance obligation for such accepted public improvements in the amount of 10% of the Engineer's Cost Estimate for the accepted public improvements (the "Maintenance Security") as required under § 7-2-4 of the Village Code, to cover defects in labor and materials but not items of general and ordinary maintenance, and the Construction Security shall be released. The Maintenance Security shall be released and returned to Owner when the one-year maintenance period for the applicable public improvement has been satisfied and ends. Except as may be required by Kane County ordinances, mass grading improvements as shown on the Grading Plans shall not require the posting of Maintenance Security.

10.5.6 Security for Private Improvements.

Security for private site improvements shall not be required, except as required by Section 10.2.12.

10.5.7 Construction Trailers.

The Owner shall have the right to maintain construction trailers, storage trailers and storage facilities on Prairie Ridge North, subject to obtaining a permit therefor.

10.5.8 Construction Hours.

Construction activities on Prairie Ridge North 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.

10.6 Landscaping.

Landscaping shall be in accordance with the Owner's final landscape plan for a Neighborhood or part thereof, as approved by the Village.

10.7 Signage.

10.7.1 Signage.

Subject to permits issued in accordance with the development and design standards described in Section 10.1 above, the Owner shall have the right to construct, install and maintain signs on Prairie Ridge North advertising the sale and marketing of dwelling units constructed in Prairie Ridge North (including temporary flags for sales events on the model home sites within Prairie Ridge North) until all residential lots in Prairie Ridge North are sold. Signs in conformance with the attached **Exhibit D – 2023** may be erected and maintained within Prairie Ridge North. Upon application and approval, temporary signs to identify homebuilders, model home parking, hours, and model names, and directional signs relating to same, shall be permitted. All such signs shall be placed within easements, outlots, private property or common areas subject to maintenance by Owner, a homebuilder developing within Prairie Ridge North or a homeowner's association established per the applicable declaration of protective covenants; and provided further, such signs do not interfere with public utilities and do not interfere with sight lines for vehicular traffic movements. All of such signs shall be maintained in good and presentable condition at all times and shall be promptly removed as a condition of issuance of the last remaining building permit for any dwelling unit on Prairie Ridge North or portion of Prairie Ridge North to which the sign is applicable. Such signs shall be removed when sales within Prairie Ridge North are concluded. Subject to Village approval, Owner shall be permitted to reasonably illuminate the signs, including the signs at entrances to Prairie Ridge North and to individual Neighborhoods and

in model areas, to ensure their visibility, and directed onto each respective sign so as not to spill over beyond the sign face.

10.8 Models, Sales, and Construction Offices.

10.8.1 Model Home Areas.

Owner shall have the right to contract with homebuilders to construct and maintain multiple model home areas within Prairie Ridge North. Such builders shall be required to obtain building permits and certificates of temporary occupancy with respect to such models subject to the other provisions of this Prairie Ridge North Agreement. Builders may utilize their models as sales offices for the marketing of homes in Prairie Ridge North. There shall be no overnight occupancy at such models.

10.8.2 Sales Trailers.

Builders shall have the right to maintain sales offices in temporary structures and in sales trailers and construction trailers located on Prairie Ridge North in addition to sales offices in model homes. For purposes of this Prairie Ridge North Agreement, a double-wide trailer shall be considered as one trailer. Builder shall be required to obtain building permits and certificates of occupancy for sales offices in such temporary structures and sales trailers.

10.8.3 Installation of Models and Sales Offices Prior to Final Development Plan Approval.

Model homes, sales trailers, temporary structures used for sales offices and signs may be constructed and maintained on any portion of Prairie Ridge North prior to approval of a Final Development Plan and the installation of utilities, subject to the restrictions contained herein. Temporary fencing may be installed to enclose model

home sites and sales office sites, including parking areas, when installed prior to approval of a Final Development Plan. Exterior lighting approved by the Village may be installed in such areas.

10.9 Special Service Area (back-up) for Stormwater Management Facilities

Developer hereby acknowledges, consents and agrees that, prior to the sale or conveyance of any Neighborhood or portion of the Prairie Ridge North property, the Village, in order to be enabled to levy and extend annual ad valorem or special taxes within the Property, may establish a Special Service Area or Areas ("SSA") for maintenance of the stormwater management facilities and/or common areas in a Neighborhood or Neighborhoods which are otherwise to be maintained by a property association established for Prairie Ridge or any portion thereof. Owner agrees not to object to the establishment of such SSA. Such SSA(s) shall remain dormant, in that no special taxes may be extended therein, unless and until the Village determines that required maintenance has not been performed, after due notice to the responsible party. The Village shall at the time of establishing each such SSA set a maximum tax rate for each respective SSA based on the Village's estimate of the expenses that may be incurred for such maintenance.

XI DECLARATIONS OF PROTECTIVE COVENANTS.

There shall be recorded against the residential portions of Prairie Ridge North declarations of protective covenants, conditions, and restrictions for one or more owners' associations (the "Property Declarations") similar to the declaration for the Prairie Ridge Home Owners' Association recorded pursuant to the Existing Agreements and Amendments. The declaration to be recorded may, at the owner's discretion, provide for common areas, common facilities, and community amenities. It is possible that Neighborhoods may also

be subject to declarations of protective covenants applicable only to that Neighborhood in addition to Prairie Ridge North Declaration (a "Neighborhood Declaration"). Neighborhoods comprised of townhomes may also be subject to a declaration of condominium ownership in accord with the Illinois Condominium Property Act or a common interest community declaration. The Property Declarations and all Neighborhood Declarations shall, at a minimum, contain the following provisions unless expressly waived by the Village:

11.1 Right to Enforce.

Provisions giving the Village the right, but not the obligation, to enforce covenants or maintenance obligations of the association.

11.2 Entry on to Common Areas.

Provisions giving the Village the right, upon 30 days' prior written notice specifying the nature of a default under the covenants, to enter upon any common area and cure such default, or cause the same to be cured at the cost and expense of the association or the homeowners and giving the Village an immediate right in an emergency situation to demand immediate cure of any default, and no such cure being made, to cure the default or cause the same to be cured at the cost of and expense of the association or the homeowners.

11.3 Right to Lien.

Provisions giving the Village the right to charge or place a lien upon the property of the association for the repayment of such costs and expenses, including reasonable attorneys' fees, incurred in the Village enforcing its rights thereunder.

11.4 No Amendment.

Provisions prohibiting those covenants, conditions and restrictions of any declaration which expressly grant rights or remedies to the Village from being amended without the approval of the Village.

XII FEES AND DONATIONS.

Notwithstanding any provision of any Village ordinance now or hereafter in effect, neither Owner nor Prairie Ridge North shall be required to make any land/cash donation, or to pay any impact fees or transition fees other than the land/cash donations, impact fees, and transition fees other than those described in this Article XII, as the land/cash donations to be made, and the impact fees and transition fees to be paid, by Owner or Prairie Ridge North.

12.1 Annexation and Zoning Fees Waived.

Owner shall not be obligated to pay any annexation, zoning, or rezoning, or acreage fees in regard to Prairie Ridge North.

12.2 Municipal and District Donations and Impact Fees.

Attached hereto as Exhibit C - 2023 is a schedule of all of the Municipal and District land/cash donations, impact fees, transition fees, or other assessments applicable to Prairie Ridge North, for the following purposes: the Village's Public Use, School, Parks and Recreation, Fire Protection, library, transportation improvements, cemetery, township, and early warning sirens. No other land/cash donations, impact fees, transition fees, or other assessments shall be applicable to Prairie Ridge North. Owner agrees to make such land/cash donations, and to pay such impact fees transition fees, and other assessments, for such purposes as are listed in Exhibit C - 2023. The amounts of such land/cash donations, impact fees, transition fees and other assessments shall not be increased during the first 5

years following the Effective Date of this Prairie Ridge North Agreement. No new land/cash donations, impact fees or transition fees adopted by the Village shall be applicable to Prairie Ridge North during the first 5 years following the Effective Date. After the end of the first 5 years following the Effective Date, and except for land/cash donations and impact fees which are fully satisfied by Owner as provided herein, the amounts then applicable in the Village for land/cash donations, impact fees, and transition fees shall be applicable to Prairie Ridge North. Neither Owner nor Prairie Ridge North shall be liable to satisfy any increases in land/cash donations, or to pay any increases in the amount of any impact fees or transition fees until a period of 6 months after the time of establishment of any increased amount shall have elapsed. All land/cash donations shall be made, and all impact fees and transition fees paid, at the time of building permit application. Notwithstanding the foregoing, the only land dedications / land donations that will be required of the Owner in relation to development of Prairie Ridge North shall be dedication/donation of the parks shown on the Preliminary Development Plan - Revised 2023 and identified as "Dedicated Parks" and the remainder of Owner's land/cash donation obligations for such development, under Ch. 14 of the Village Code, shall be satisfied by payment of the fees herein provided. All school related land dedications / land donations for Prairie Ridge North have been previously satisfied.

12.2.1 Minimum Park Site Improvement Standards.

The Preliminary Development Plan - Revised 2023 identifies parks as either "Dedicated Parks" (parks to be conveyed to the Hampshire Township Park District) or "H.O.A. Parks" (parks to be owned by the one or more owners' associations formed pursuant to the Property Declarations). The parcels identified as H.O.A.

Parks in this Prairie Ridge North Agreement or on the Preliminary Development Plan - Revised 2023 shall be graded and seeded by the Owner and improved in accordance with the preliminary engineering plan for Prairie Ridge North included in the Preliminary Development Plan - Revised 2023. These improvements shall be completed for each park within 24 months after the date the Village Board approves a Final Development Plan for the Neighborhood adjacent thereto and shall be the only site improvements required for the H.O.A. Parks other than those specifically identified in Section 12.2.2 below.

12.2.2 Park Improvements.

12.2.2.1 Additional Park Equipment.

In addition to the minimum park improvements listed in Section 12.2.1, Owner shall design and install not less than \$65,000 worth of play equipment, benches, gazebos, trellis and/or landscaping or other park enhancements (collectively "Dedicated Park Enhancements") at one location within each Dedicated Park. However, with the approval of the Hampshire Township Park District, Owner may install more or less equipment in any Dedicated Park so long as the total investment by Owner in Dedicated Park Enhancements in all Dedicated Parks shall not in the aggregate be materially more or less than \$65,000 per site. Owner shall not be required to post bonds for these improvements. The final design and location of Dedicated Park Enhancements in each Dedicated Park shall be determined by the Owner after consulting with the Village Engineer and the Village. Dedicated Park Enhancements shall be installed within 24 months

after the Village Board approves the Final Development Plan for the Neighborhood or Parcel adjacent thereto. In addition to the minimum park improvements listed in Section 12.2.1, Owner shall design and install not less than \$50,000 worth of play equipment, benches, gazebos, trellis and/or landscaping or other park enhancements (collectively "H.O.A. Park Enhancements") at one location within each H.O.A. Park. Owner may install more or less equipment in any H.O.A. Park so long as the total investment by Owner in H.O.A. Park Enhancements in all H.O.A. Parks shall not in the aggregate be materially more or less than \$50,000 per site. Owner shall not be required to post bonds for these improvements. The final design and location of H.O.A. Park Enhancements in each H.O.A. Park shall be determined by the Owner. Owner may request that the Village or the Hampshire Township Park District accept dedication of one or more H.O.A. Park(s) which neither entity shall be required to accept.

12.2.2.2 Owners' Association Facilities.

Owner reserves the right to designate one H.O.A. Park per Phase as a site for an owners' association facility and upon such designation, the park so designated shall no longer be an H.O.A. Park and shall no longer be subject to this Article XII and, when developed, shall be conveyed to an owner's association.

12.3 Satisfaction of Certain Fees and Contributions.

In consideration of the commitments by Owner herein provided, no Wastewater Treatment Contributions, Water Supply and Storage Contributions, Sanitary Sewer Facility and Treatment Plant Contributions, or Water Tower and Facility Contributions shall be paid by

Owner or by any owner of Prairie Ridge North. Prairie Ridge North shall receive a prepayment credit for all such fees as provided in Section 7.3.

12.3.1 Review Fees.

Inspection fees and plan review fees shall be assessed on a case-by-case basis, based on actual costs. Such fees shall be subject to the provisions of Section 13.3.

12.3.2 Other Applicable Fees.

At all times, permit fees, application fees, water and sewer user charges, and any other fees or charges not specifically addressed in this Prairie Ridge North Agreement shall be those generally applicable throughout the Village at time of application (for example, for permit) or usage (for example, of water or sewer services), as the case may be.

12.3.3 Fee Provisions Part of the Planned Residential Development District Approval.

This Article XII is integral to the successful development of Prairie Ridge North as a Planned Residential Development District and is incorporated in the entitlements granted by such District and shall continue in effect so long as the zoning classification of Prairie Ridge North remains unchanged.

XIII IMPLEMENTATION OF AGREEMENT.

13.1 Governmental Services.

The Corporate Authorities agree to aid and support Owner in any effort it makes to have mail delivered directly to buildings within Prairie Ridge North or in any request Owner makes to the postal authorities in regard to the delivery of mail or the provision of U.S. Mail services.

13.2 Permits.

The Village shall cooperate with the Owner, at Owner's expense, in applying for and obtaining such governmental permits and approvals as may be required from time to time to develop Prairie Ridge North in accordance with this Prairie Ridge North Agreement and the Preliminary Development Plan - Revised 2023. Such permits and approvals shall include, but not be limited to, those issued or required by Kane County, IDOT, IEPA, the United States Environmental Protection Agency and the Army Corps of Engineers, the Illinois Department of Natural Resources, and the U.S. Fish and Wildlife Department for any purpose, including access, construction and use of sewer and water mains, construction, and use of roadways (including access points and "curb-cuts") construction and use of storm water detention areas and wetlands mitigation.

13.3 Reimbursement of Village Consultant Fees.

Notwithstanding anything to the contrary in Paragraph 12.1 above, Owner shall reimburse the Village for any and all costs incurred by the Village for the services of any expert or consultant deemed in the sole discretion of the Village to be necessary or advisable for review of all or any part of the design, plans, agreements, or any other element or feature of the development, in accordance with applicable provisions of the Village Code. The obligation of Owner shall include depositing such sum with the Village Clerk as is required by written Village policy in effect at the time of approval of this Prairie Ridge North Agreement. In the event of a dispute over the reasonableness of any such costs, the dispute shall be submitted by the parties to arbitration. If the parties cannot decide upon an arbitrator within 15 days, the matter shall be submitted to the American Arbitration Association for determination in accordance with their procedures. The cost of the

arbitration shall be divided equally between the Village and the Owner. The decision of the arbitrator shall be binding.

13.4 Litigation Brought Against the Village.

13.4.1 The Village agrees to cooperate with Owner in the defense of any lawsuits or claims brought by any person or persons in regard to the following matters: i) this Prairie Ridge North Agreement and the Exhibits thereto; ii) any Preliminary or any Final Development Plans for Prairie Ridge North; and iii) any suit for condemnation for all or any portion of Prairie Ridge North (brought by any other governmental body).

13.4.2 In the event of any such lawsuit naming the Village as a party, the Owner may elect to appear and defend the litigation on behalf of the Village in which case the Owner and the Village shall, by mutual agreement, choose an attorney or attorneys to represent the Village in the case.

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

13.4.4 In either event, the Owner shall reimburse the Village for the costs incurred by the Village in such defense, including reasonable attorneys' fees. The Village and the Owner will cooperate with each other as necessary to defend any such lawsuit.

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

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

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

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

13.5 Ordinances.

The Village shall, from time to time, enact such ordinances or amend such ordinances as may reasonably be necessary to carry out and enable the Village to carry out the agreements contained herein. Notwithstanding anything contained herein, any amendments to existing ordinances or new ordinances adopted by the Village during the term of this Prairie Ridge North Agreement (other than amendments to International Code Council Ordinances adopted by the Village which, except for provisions regarding fire suppression and sprinklers in single family attached and detached homes, shall apply to Prairie Ridge North) that conflict with provisions of this Prairie Ridge North Agreement or limit or restrict the

rights granted herein to Owner or increase obligations over those contained herein, shall not apply to Prairie Ridge North.

13.6 Certification of Ordinances.

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

13.7 Corporate Authorities.

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

13.8 Facilitation of Development.

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

13.9 Enforceability of this Prairie Ridge North Agreement.

This Prairie Ridge North Agreement shall be enforceable by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described, subject to the venue provisions of Section 13.18 below.

13.10 Invalidity of Agreement Provisions.

If any term or provision of this Prairie Ridge North Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Prairie Ridge North

Agreement shall not be affected thereby, but each term and provision of this Prairie Ridge North Agreement shall be valid and be enforced to the fullest extent permitted by law. A determination that part or all of the Prairie Ridge North Agreement is invalid or unenforceable shall not invalidate the zoning of Prairie Ridge North or any preliminary or final development plan adopted pursuant hereto.

13.11 Invalidity of Zoning.

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

13.12 Assignment.

If all or a portion of Prairie Ridge North is conveyed to another, the grantor shall have the right in connection therewith to expressly assign to the grantee any and all rights and obligations grantor may have under this Prairie Ridge North Agreement which affect the portion of Prairie Ridge North conveyed; and, if grantor, by written notice provides to the Village Clerk the name and address of the grantee, and specifically identifies the portion of Prairie Ridge North that has been conveyed; and if grantor also delivers to the Village Clerk: (i) written evidence of such grantee's assumption of all of the aforesaid obligations, and (ii) if applicable, replacement security acceptable to the Village, then and in that event the grantor shall have no further obligations under this Prairie Ridge North Agreement relating to the portion of Prairie Ridge North conveyed. Notwithstanding the foregoing, all grantees of any portion of Prairie Ridge North shall be deemed to have been assigned

the rights arising hereunder which relate to the development and construction of structures thereon.

13.13 Time of the Essence.

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

13.14 Binding Effect of Agreement.

This Prairie Ridge North Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns. It is the express intent of the parties that the provisions of this Prairie Ridge North Agreement not create, either expressly or equitably, any third party beneficiary except for builders who purchase building lots from Owner.

13.15 Notices.

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

If to Owner: Hampshire West LLC
c/o Crown Community Development
1751 West Diehl Road, Suite A
Naperville, IL 60563
Attn: Theresa O. Frankiewicz

With copies to: Gould & Ratner
222 North LaSalle Street
Suite 300
Chicago, Illinois 60601
Attn: John H. Mays

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

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

13.16 Default.

In the event any party defaults in its performance of its obligations set forth in this Prairie Ridge North Agreement, then any non-defaulting party shall give notice to the defaulting party setting forth the alleged default in detail. The defaulting party shall have 60 days to cure the default or provide evidence that such default shall be cured in a timely manner if it cannot be cured during said period. In the event that the defaulting party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default shall be cured in a timely manner, then following expiration of said 60 day period, any non-defaulting party may seek to enforce this Prairie Ridge North Agreement by an appropriate action at law or in equity, subject to the venue provisions of Section 13.18 below.

13.17 Conflicts with Village Ordinances.

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

13.18 Venue.

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

13.19 Eminent Domain Proceedings.

The Village shall, if the Village determines that such action is necessary to implement this Prairie Ridge North Agreement, institute condemnation or eminent domain proceedings for such purpose as the acquisition of right-of-way and easements not acquired by Owner. The costs of such eminent domain proceedings, including attorneys' fees, court costs and appraisal fees, shall be borne by Owner.

13.20 Definitions.

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

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13.21 Force Majeure.

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

13.22 Owner.

When the term Owner is used in this Prairie Ridge North Agreement it refers to Hampshire West LLC or another entity which has purchased or contracted to purchase or acquired title as a dedication or conveyance of a portion of Prairie Ridge North from Hampshire West LLC and has submitted applications for Final Development Plans and other final approvals to the Village; has posted bonds or other security for the installation of public improvements; has submitted applications for building permits and certificates of occupancy in connection with the development of Prairie Ridge North and the construction of residential; commercial or retail; religious, institutional, cultural and recreational uses and structures on Prairie Ridge North.

13.23 Entire Agreement.

This Prairie Ridge North Agreement sets forth all agreements, understandings, and covenants between and among the parties in regard to Prairie Ridge North unless expressly provided to the contrary herein. Unless expressly provided to the contrary herein, this Prairie Ridge North Agreement supersedes all other prior agreements, negotiations, and understandings, written and oral dealing with Prairie Ridge North, and is a full integration of the entire agreement of the parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Unofficial

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



VILLAGE:

VILLAGE OF HAMPSHIRE, an Illinois municipal corporation

Attest:

By:


Village Clerk

By:

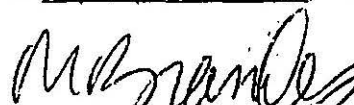

Its President

STATE OF ILLINOIS)
)
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that MIKE REID 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 instrument, appeared before me this day in person and severally acknowledge that as such Village President and Village Clerk, they signed and delivered the said instrument as President and Village Clerk caused the corporate seal of said Village to be affixed thereto, pursuant to authority, given by the Village of Hampshire Village Trustees as the free and voluntary act and deed of said Village for the uses and purposes set forth.

Given under my hand and official seal, this 4th day of MAY, 2023.




Notary Public

Signature Page

Owner:

HAMPSHIRE WEST LLC, an Illinois
limited liability company

By:

Name:

Title: Authorized Signatory

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel J. Osborn, authorized signatory of Hampshire West LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized signatory, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of April, 2023.



[Signature]
Notary Public

Signature Page

HAMPSHIRE EAST LLC, an Illinois limited liability company, agrees and consents to the terms of Section 7.3 of this Prairie Ridge North Agreement.

HAMPSHIRE EAST LLC, an Illinois
limited liability company

By:

Name:

Title: Authorized Signatory

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel J. Olsen, authorized signatory of Hampshire East LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized signatory, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of April, 2023.



[Signature]
Notary Public

Signature Page

EXHIBIT A – 2023
PRAIRIE RIDGE NORTH LEGAL DESCRIPTIONS

FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WEST HALF 99.0 FEET; THENCE SOUTHWESTERLY 139.90 FEET TO A POINT ON THE SOUTH LINE OF SAID WEST HALF THAT IS 99.0 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE 99.0 FEET TO THE POINT OF BEGINNING,

AND ALSO;

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

AND ALSO;

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

AND ALSO;

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

THE EAST HALF OF THE NORTHEAST QUARTER (LYING SOUTHERLY OF THE CENTERLINE OF MELMS ROAD) AND THE EAST HALF OF THE SOUTHEAST QUARTER ALL IN SECTION 8, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

THE NORTHWEST QUARTER (LYING SOUTHERLY OF THE CENTERLINE OF MELMS ROAD) OF SECTION 9; THE WEST HALF OF THE NORTHEAST QUARTER (LYING SOUTHERLY OF THE CENTERLINE OF MELMS ROAD) OF SECTION 9; THE SOUTHWEST QUARTER OF SECTION 9; THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 9; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9; ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

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

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 16; THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 16; THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 16; THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 (EXCEPT THE NORTH 269.00 FEET OF THE EAST 330.00 FEET THEREOF AND ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16 THAT IS 269.00 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 10 MINUTES 15 SECONDS WEST (DEED = SOUTH 00 DEGREES 31 MINUTES 14 SECONDS WEST) ALONG SAID EAST LINE 329.28 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 34 MINUTES 39 SECONDS WEST (DEED = NORTH 89 DEGREES 13 MINUTES 40 SECONDS WEST) 281.05 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 21 SECONDS WEST (DEED = SOUTH 00 DEGREES 46 MINUTES 20 SECONDS WEST) 170.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 39 SECONDS EAST (DEED = SOUTH 89 DEGREES 13 MINUTES 40 SECONDS EAST) 281.80 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE NORTH 00 DEGREES 16 MINUTES 15 SECONDS EAST (DEED = NORTH 00 DEGREES 31 MINUTES 14 SECONDS EAST) ALONG SAID EAST LINE 170.00 FEET TO THE POINT OF BEGINNING); THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER THENCE SOUTH 89 DEGREES 43 MINUTES 37 SECONDS EAST, 445.00 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST, 298.58 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 35 SECONDS WEST, 445.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 10 MINUTES 15 SECONDS EAST, 300.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING) (AND ALSO EXCEPT THE SOUTH 400.00 FEET OF THE EAST 400.00 FEET THEREOF); THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 (EXCEPT THE SOUTH 231.00 FEET OF THE EAST 1097.00 FEET THEREOF) ALL IN TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS; EXCEPT THAT PART LYING SOUTH OF THE WESTSHORE PIPELINE CO. EASEMENT PER DOC. 7500119; ALSO EXCEPTING THEREFROM THAT PORTION LYING WITH THE DEDICATED RIGHT OF WAY OF HARMONY ROAD, ALL IN KANE COUNTY, ILLINOIS

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

Design Standards

DETACHED SINGLE FAMILY NEIGHBORHOODS

Standard:	Annexation Agreement	51'w x 110' d Lots (N-I) Proposed / Deviation:	56'w x 110' d Lots (N-D, N-T) Proposed / Deviation:	66'w x 125' d Lots (N-A, N-C, N-J, N-U, N-V, N-X, N-Z) Proposed / Deviation:	71'w x 125' d Lots (N-B, N-H, N-W, N-AA) Proposed / Deviation:
MINIMUM LOT SIZE					
Minimum Lot Depth	110'	110'	110'	110'	110'
Minimum Lot Width	Range from 100' to 65' as shown on Preliminary Development Plans.	61'	56'	65'	65'
Minimum Lot Area	Not Listed	6,610 Sq. Ft.	6,160 Sq. Ft.	8,250 Sq. Ft.	8,475 Sq. Ft.
MINIMUM SETBACKS					
Minimum Front Yard (ft.)	25'	25'	25'	25'	25'
Minimum Corner Side Yard (ft.)	Without Driveway = 15' With Driveway = 20'	Without Driveway = 15' With Driveway = 20'	Without Driveway = 15' With Driveway = 20'	Without Driveway = 15' With Driveway = 20'	Without Driveway = 15' With Driveway = 20'
Minimum Interior Side Yard (ft.)	7.5'	7.5'	7.5'	7.5'	7.5'
Minimum Rear Yard (ft.)	25'	25'	25'	25'	25'
EXTRA DIMENSIONS & ENCROACHMENTS					
Side Yard Obstruction (Chimney)	2'	3'	3'	3'	3'
Rear Yard Obstruction (Deck)	Not Listed	10'	10'	10'	10'
Maximum Building Height	35'	35'	35'	35'	35'
Front Yard Encroach (Porch)	6'	6'	6'	6'	6'

Design Standards

TOWNHOME NEIGHBORHOODS

Standard:	Annexation Agreement	FRONT LOADED TOWNHOMES Proposed / Deviator:	REAR LOADED TOWNHOMES Proposed / Deviator:
R.O.W. & P.L. SETBACKS			
Setback to Exterior Right-of-Way or Adjacent Property	40'	30'	30'
Front to Internal Right-of-Way	25'	25'	25'
Side to Internal Right-of-Way	25'	25'	20'
BUILDING SETBACKS			
Front to Front	40'	40'	40'
Rear To Rear	Not Listed	50'	50'
Side to Side	20'	25'	20'
Front to Side	Not Listed	40'	40'
Rear to Side	Not Listed	40'	50'
Garage to Garage	50'	50'	50'
EXTRA DIMENSIONS & ENCROACHMENTS			
Maximum Building Height	35'	37'	37'
Side Yard Obstruction (Stoop)	Not Listed	3'	3'
Rear Yard Obstruction (Deck / Balcony)	Not Listed	10'	10'
Front Yard Obstruction (Stoop)	5'	5'	5'

EXHIBIT B – 2023
PRELIMINARY DEVELOPMENT PLAN - REVISED 2023

See:

- *that certain “Preliminary Plat of Subdivision” prepared by Cemcon, Ltd. dated December 14, 2022, last revised February 10, 2023, and identified by Project Reference 456.275 and*
- *that certain “Preliminary Engineering Plan” prepared by Cemcon, Ltd. dated December 14, 2022, last revised February 10, 2023, and identified by Project Reference 456.275.*

Collectively, these constitute the Preliminary Development Plan - Revised 2023 and were delivered to the Village under separate cover.

**EXHIBIT C – 2023
PRAIRIE RIDGE NORTH**

IMPACT / TRANSITION / CONNECTION / BUILDING FEES

Please note: All fees below shall be paid at the time of building permit application.

Fee Type	Single Family Detached Home Fees (Per Unit)	Single Family Attached Home Fees (Per Unit)
Impact Fees		
School District*	Prepaid	Prepaid
Park*	Prepaid	Prepaid
Public Use	\$1,157.00	\$1,157.00
Fire	\$276.25	\$276.25
Library	\$150.00	\$150.00
Transportation	\$1,636.00	\$1,636.00
Early Warning	\$38.33 \$0.00	\$38.33 \$0.00
Cemetery	\$50.00	\$50.00
Transition Fees		
Municipal **	\$887.25	\$887.25
School District **	\$4,116.19	\$4,116.19
Park	\$374.24	\$374.24
Fire	\$840.89	\$840.89
Library	\$127.24	\$127.24
Township	\$130.07	\$130.07
Sewer & Water Connection Fees		
Sewer Connection Fee	Prepaid	Prepaid
Water Connection Fee	Prepaid	Prepaid

* The land / cash obligations for both school and park purposes have been fully satisfied through land contributions by Owner and Hampshire East LLC.

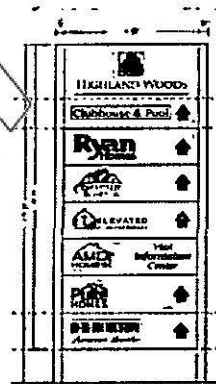
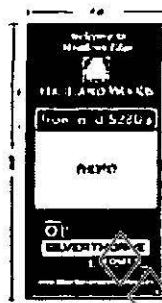
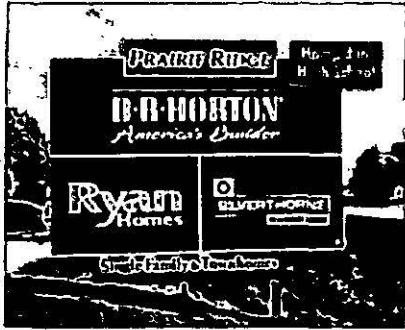
** Transition fees will be subject to modification by a percentage increase or decrease in the Consumer Price Index each calendar year beginning 60 months following the Effective Date of this Amendment.

EXHIBIT D – 2023 **PRAIRIE RIDGE NORTH SIGNAGE**

Prairie Ridge North Signage Exhibit



- High traffic area w/builders Sign 10'X20'
- Builder Specific Neighborhood Sign 4'X8'



- Direction Builder Placard Signs 4'X'10'

Neighborhood Page Index

- 1 R, Q, P
*Not illustrated on this map
- 2 T, AA, Z, U, V, Y
- 3 W, X
- 4 H, G, I, J
- 5 A, B, C, D, E, F

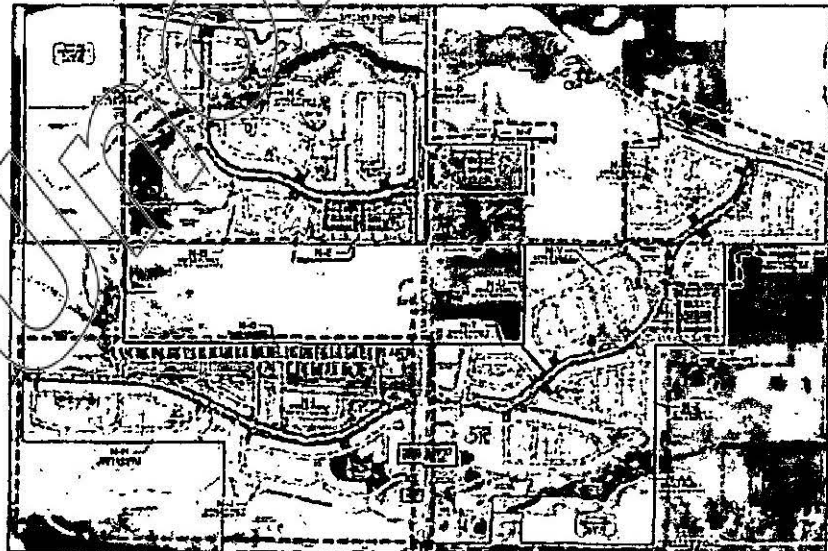
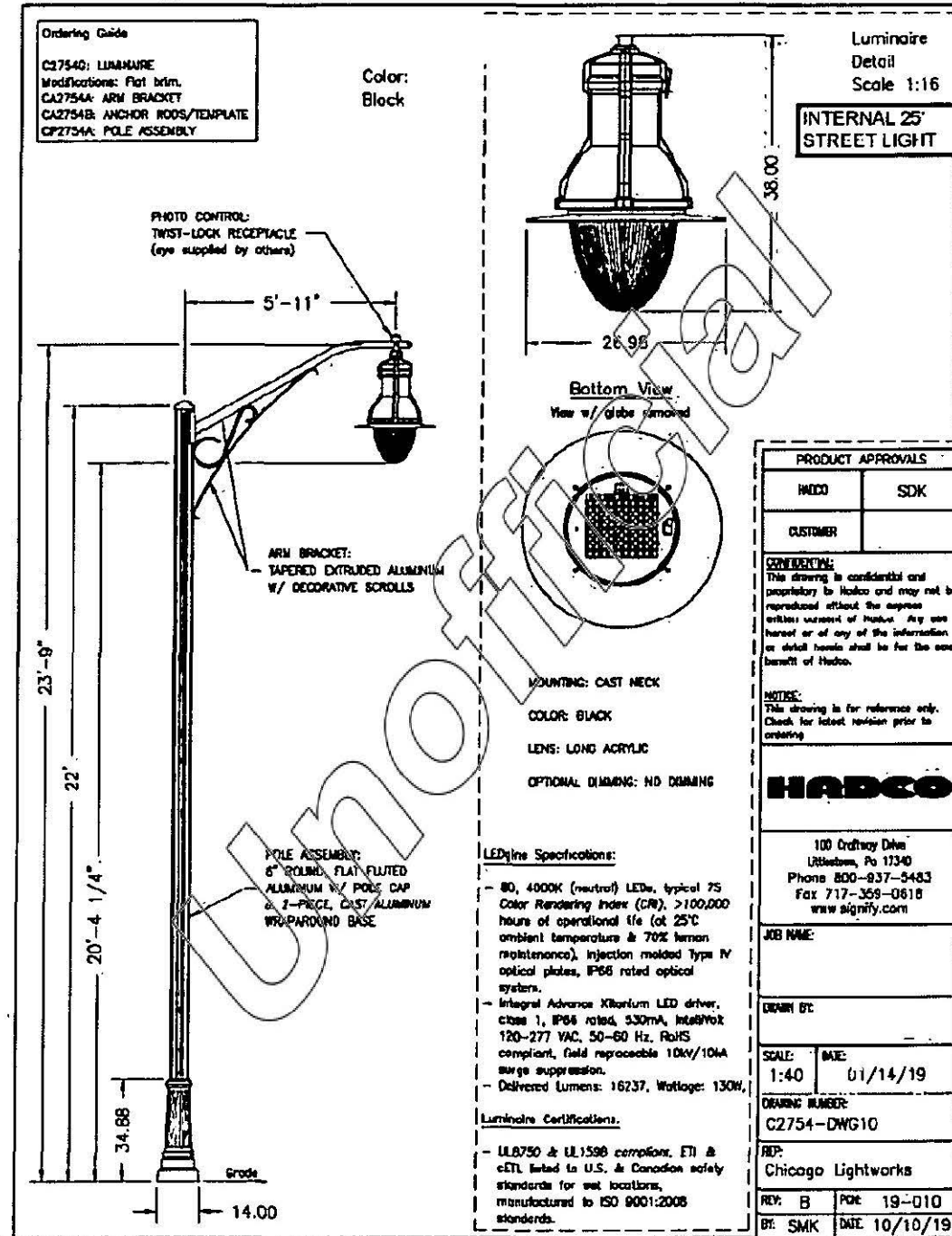
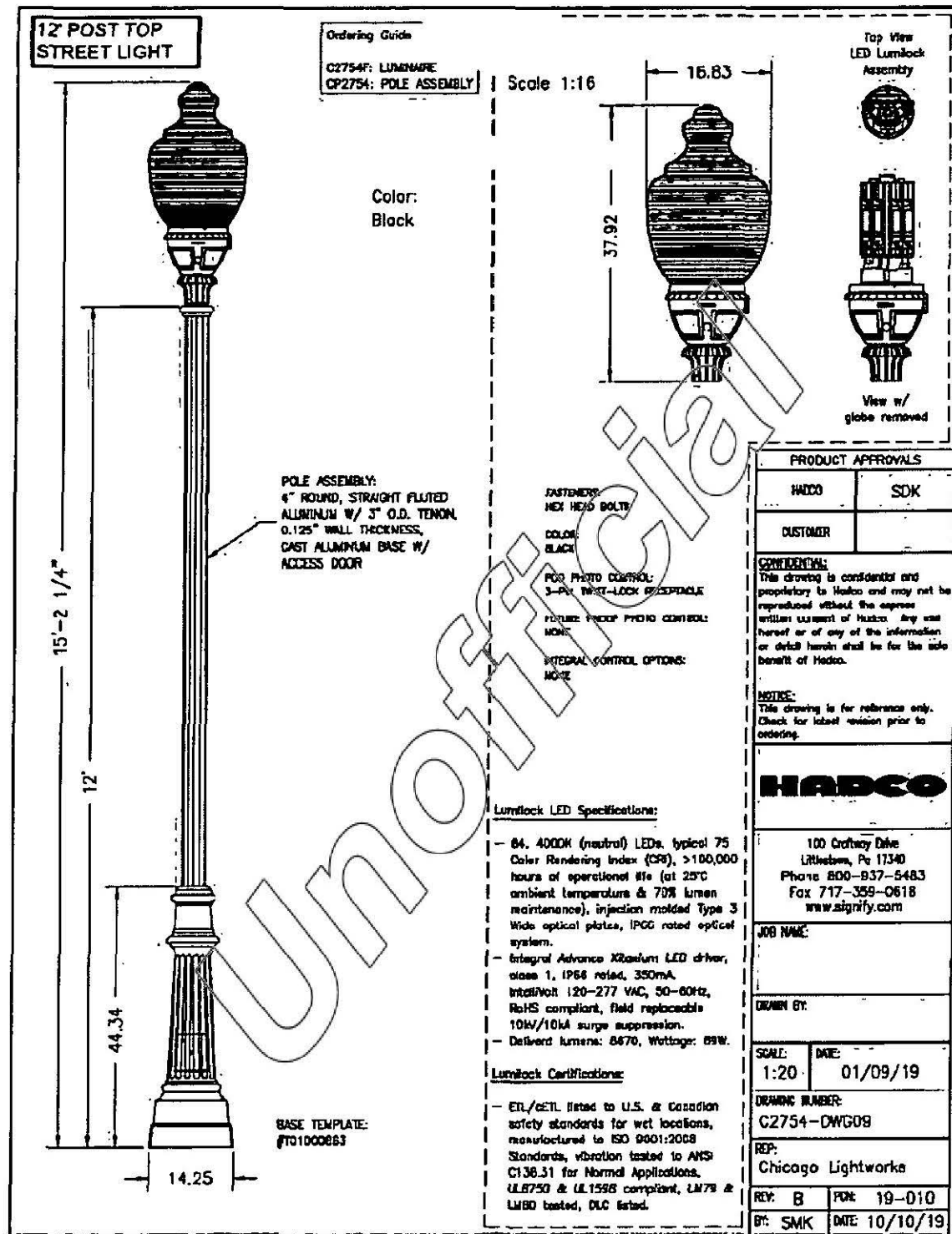
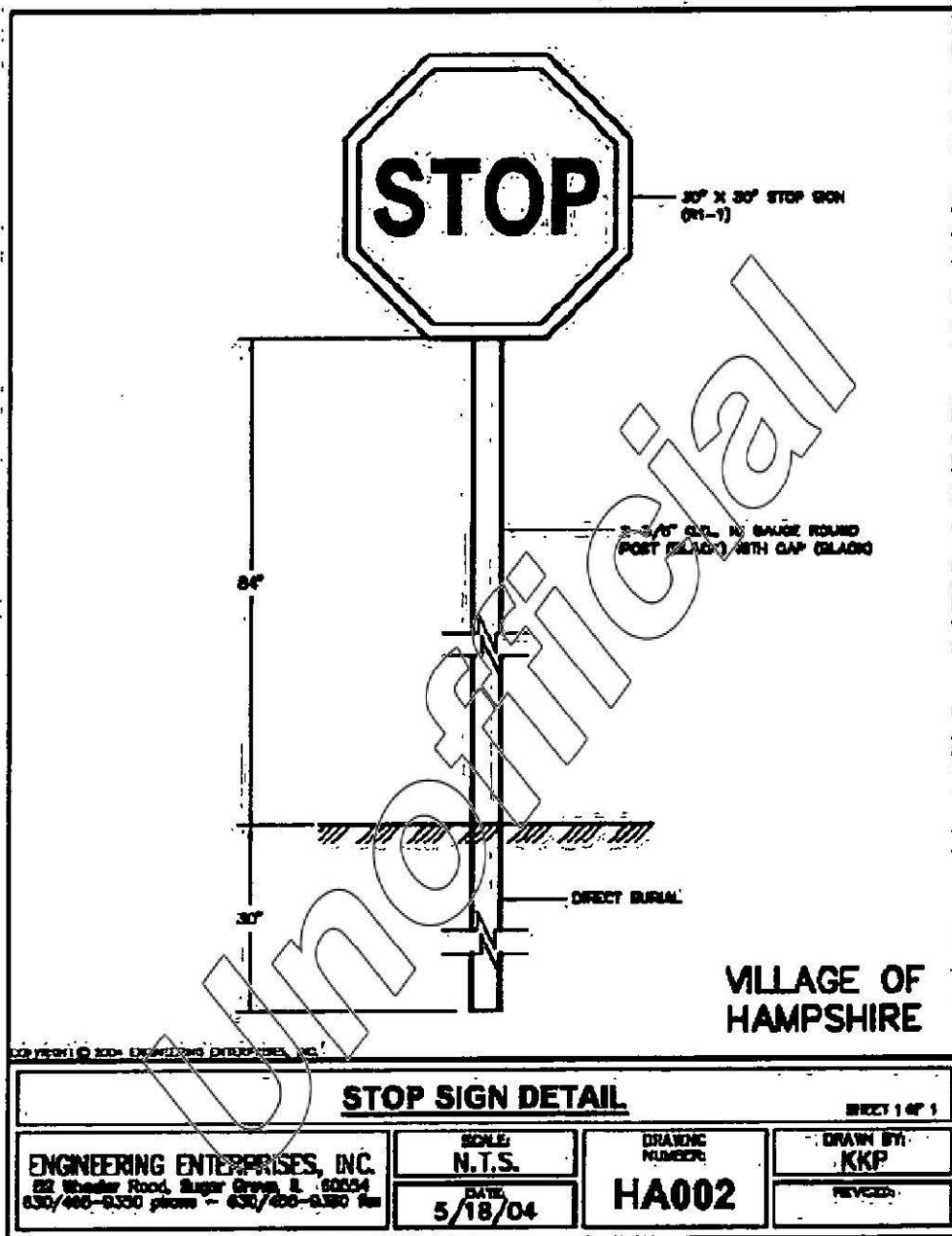


EXHIBIT J

STREETLIGHT AND STREET SIGN DETAILS







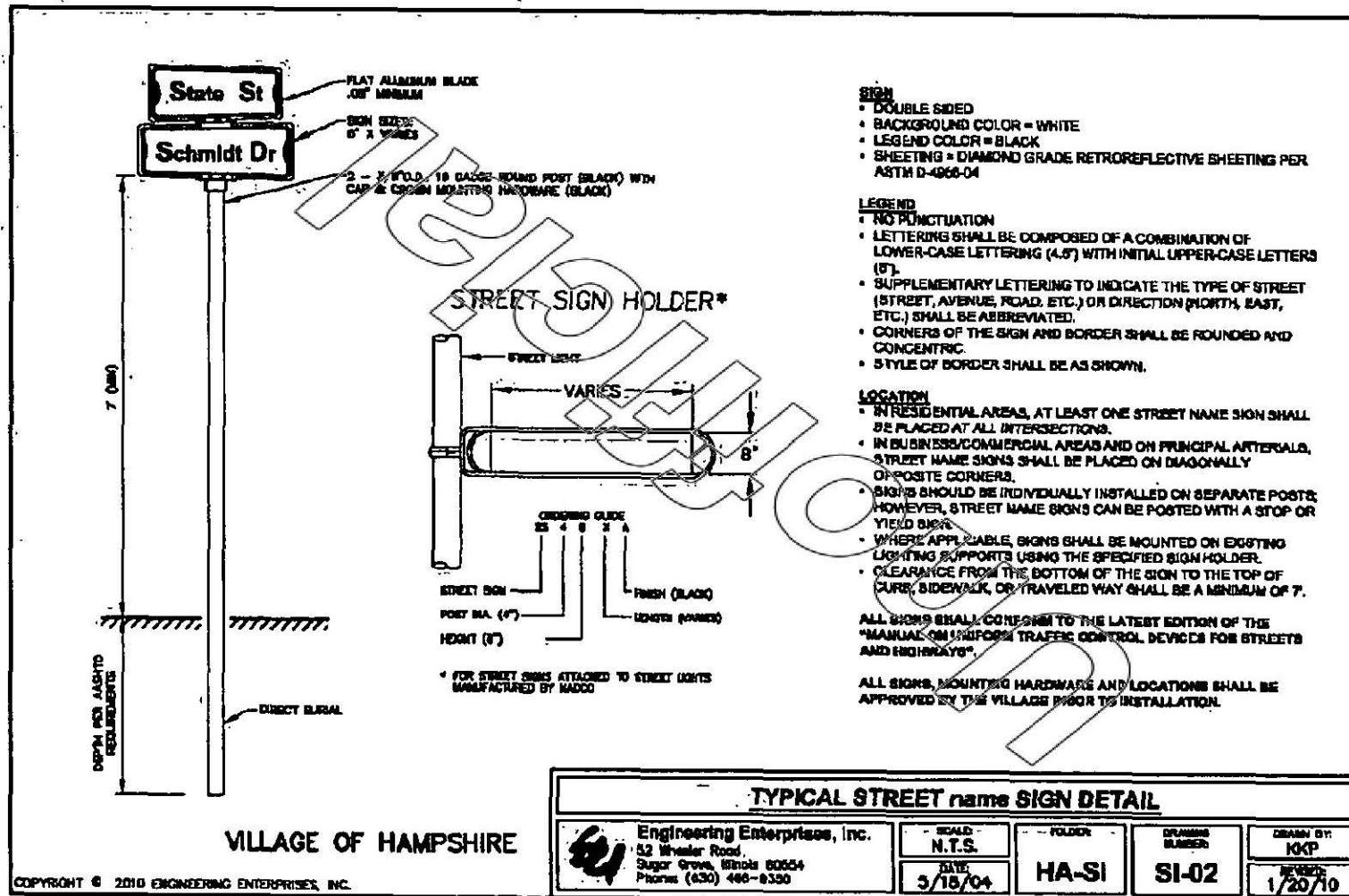
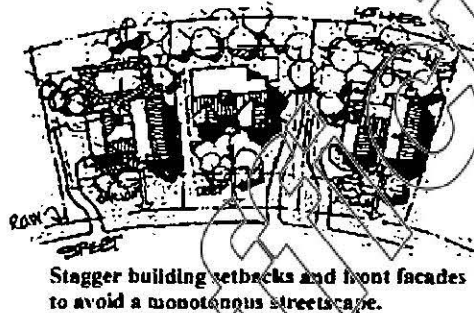


EXHIBIT K **MONOTONY STANDARDS**

A. Single Family Detached Standards: All Neighborhoods

The monotony controls exist to prevent duplicate houses from being built in close proximity to each other. They are not designed to preclude all similarities between properties.

- Housing units shall be sited and oriented to best take advantage of views and open space.
- Staggering building setbacks from road R.O.W.'s is encouraged to provide variety and eliminate a regimented and monotonous streetscape.
- Staggering portions of the facades of individual units is also encouraged to achieve a similar effect.



Front Elevations and Color Schemes: In order to encourage diversity and add visual interest to the streetscape in each single-family neighborhood, houses shall be required to have sufficient differences in color schemes and exterior materials and detailing. In addition, the following monotony codes apply:

- The same elevation may be built provided there is at least one home of a different elevation between (if on the same side of the street). If across the street, the same elevation must be one home over (on either side).
- The same exterior siding and/or masonry color, may be installed provided there are two homes of a different color selection between them (if on the same side of the street). If across the street, the same color selection must be two homes over (on either side).
- Approved exterior colors shall be within a family or range of aesthetically complementary and compatible colors. The Design Review Committee shall also evaluate the proposed building trim colors and their relationship to the main field color.
- In cul-de-sac circles, all homes in the end of the cul-de-sac (the bulb) must be significantly different from each other.

B. Single Family Attached Standards: Townhome Neighborhoods

- The exteriors of all buildings containing attached single-family units shall be well coordinated and designed with careful attention to architectural detail via rooflines, gables, trim detail and window articulation. Monotony code provisions requiring variations in the exterior color and elevation design of adjacent single-family units shall not apply to neighborhoods of attached, single-family homes.
- In situations of townhome rows having four or more units, it may be requested that colors alternate between every other unit.
- Townhome buildings may also be approved with one color package for the entire building provided that architectural elements are utilized for the purpose of introducing texture, color and aesthetic variation.
- Architectural variation may be accomplished by the use of, but not limited to the following: exterior facade movement, the addition of balconies and porches, and having at least two, color package schemes (with complementing accent colors) that alternate between units for buildings with three or more units.
- The review of all single family attached units including, but not limited to the Architecture, Color Selection(s), Landscaping Plans and monument signage shall be preapproved by the Developer, known as Hampshire West LLC.

NOTICE OF PUBLIC HEARING
FOR PROPOSED AMENDMENT TO ANNEXATION
AGREEMENT BETWEEN THE
VILLAGE OF HAMPSHIRE

AND HAMPSHIRE WEST, LLC RELATING TO THE
PRAIRIE RIDGE DEVELOPMENT IN THE VILLAGE

On Thursday, March 16, 2023 commencing at 7:00 p.m., a public hearing will be held by the President and Board of Trustees of the Village of Hampshire, Illinois, at the Hampshire Middle School, 560 South State Street, Hampshire, Illinois, for the purpose of considering and hearing public comment as to a proposed Amendment to Annexation Agreement between the Village of Hampshire and Hampshire West, LLC. The proposed Amendment to Annexation Agreement relates to various provisions of an Annexation Agreement between the Village of Hampshire and Hampshire East LLC, Hampshire West LLC, and others, dated April 14, 2005, and subsequently amended May 14, 2007, September 2, 2010, February 1, 2018, December 20, 2018, and March 16, 2021.

A copy of the proposed Amendment to Annexation Agreement between the Village of Hampshire and Hampshire West, LLC is on file with the Village Clerk, 234 S. State Street, Hampshire, Illinois and may be examined at Village Hall during regular business hours, 9:00 a.m. to 4:30 p.m. daily. You may contact the Village Clerk at the office, or by phone, 847-683-2181 Ext. 0, or by e-mail at lvasquez@hampshireil.org. All interested persons will be given an opportunity to be heard at the public hearing.

You are further notified that in accordance with law the proposed Amendment to Annexation Agreement may be changed, altered, modified, amended or re-drafted in its entirety after the public hearing has been concluded.

Linda Vasquez
Village Clerk

Published in Daily Herald March 1, 2023 (4596131)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Fox Valley

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Fox Valley DAILY HERALD**. That said **Fox Valley DAILY HERALD** is a secular newspaper, published in Elgin, Kane County, State of Illinois, and has been in general circulation daily throughout Kane County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Fox Valley DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/01/2023 in said **Fox Valley DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

Designee of the Publisher of the Daily Herald

Control # 4596131



**NOTICE OF PUBLIC HEARING
FOR PROPOSED AMENDMENT TO ANNEXATION
AGREEMENT BETWEEN THE
VILLAGE OF HAMPSHIRE**

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BY

Danila Baltz

Designee of the Publisher of the Daily Herald

Control # 4596131

