

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Title Underwriters Agency

File Number: WW265733

Auction Tracts 23 - 25

(Winnebago County, Illinois)

For auction to be conducted on April 18, 2019 by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**Chicago Title Land Trust Company, as successor
trustee w/r/t Trust #3728**

Title Underwriters Agency
agent for
Chicago Title Insurance Co

Transaction Identification Data for reference only:

Issuing Agent: Title Underwriters Agency
Issuing Office: 126 N. Water Street, Rockford, IL 61107
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: WW265733
Issuing Office File Number: WW265733
Property Address: 427, 335 & 311 Verona Drive, Rockford, IL 61107

Revision Number: 3/19/19 SC -- Removed COR Liens & updated title
Hud No.

SCHEDULE A

1. Commitment Date: March 8, 2019 at 07:59 AM
2. Policy to be issued:
 - (a) **Owner's Policy: ALTA - 2006 (6/17/06)**
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the
vested owner identified at item 4 of Schedule A
Proposed Policy Amount: \$ 10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Chicago Title Land Trust Company Successor Trustee to LaSalle Bank National Association as
Successor Trustee to Bank One Illinois N.A., as Trustee under Trust No. 3728
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Title Underwriters Agency

By: 
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Co. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Commitment No. WW265733

Title Underwriters Agency
agent for
Chicago Title Insurance Co
SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Trustee's Deed from Chicago Title Land Trust Company Successor Trustee to LaSalle Bank National Association Successor Trustee to Bank One Illinois National Association, as Trustee under Trust #3728 conveying fee simple title to Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 of Schedule A.
 - b. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
 - c. NOTE:
All proceeds must be payable to the trust, therefore the trust should have a bank account in the name of the trust.

Notes for Information

1. The coverage afforded by this Commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the Company have been fully paid.
2. Extended coverage will be provided at no additional charge on all residential owners' policies if the Company is furnished a properly executed ALTA statement and current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

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Commitment No. WW265733

SCHEDULE B
(Continued)

If the property to be insured is unimproved, or is improved with a structure other than one containing no more than four residential units, extended coverage over the six general exceptions must be requested and an additional charge will be made for such coverage. The Company should be furnished a properly executed ALTA statement and a current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

3. Mortgage policies insuring a first lien position on one to four family properties will contain our Environmental Protection Lien, ALTA endorsement - Form 8.1.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
4. Easements, or claims of easements, not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

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Commitment No. WW265733

SCHEDULE B
(Continued)

6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes for the year 2018 and subsequent years.
- PARCEL I: 427 VERONA DRIVE
P.I.N. Number: 12-24-255-002 (2017 \$0.00)
Exemption 79.62 x 168.13 x 155.20 x 89.75 x 149.39
Township Rockford
- PARCEL II: 335 VERONA DRIVE
P.I.N. Number: 12-24-255-006 (2017 \$0.00)
Lot Dimensions 77.11 x 134.69 x 280.51 x 103.71 x 327.17 x 129.99
Township Rockford
- PARCEL III: 311 VERONA DRIVE
P.I.N. Number: 12-24-255-008 (2017 \$0.00)
Lot Dimensions 97.53 x 134.22 x 45.3 x 389.75 x 37.52 x 503.94
Township Rockford
8. Building set back lines and easements as shown on recorded plat.
9. Restrictions as contained in instrument recorded as Document No. 0393017.
10. INTENTIONALLY DELETED
11. Sewer Agreement as contained in instrument recorded as Document No. 9514661.
12. Note as contained on recorded plat as follows:

Installation of public sidewalks shall be the financial responsibility of the developer.
13. Terms, powers, provisions and limitations of the trust under which title to the land is held.
14. Unrecorded leases, if any, and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.

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Commitment No. WW265733

EXHIBIT A

PARCEL I:

Lot Eighty-four (84) as designated upon Fox Ridge at University Centre Plat No. 7, being a Subdivision of a part of the East Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which first named Subdivision is recorded in Book 44 of Plats on Page 96A in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL II:

Lot Eighty-eight (88) as designated upon Fox Ridge at University Centre Plat No. 7, being a Subdivision of a part of the East Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which first named Subdivision is recorded in Book 44 of Plats on Page 96A in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL III:

Lot Ninety (90) as designated upon Fox Ridge at University Centre Plat No. 7, being a Subdivision of a part of the East Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which first named Subdivision is recorded in Book 44 of Plats on Page 96A in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

2375
DECLARATION
OF COVENANTS
AND
RESTRICTIONS
FOR LOTS 62
THROUGH 90
OF UNIVERSITY
CENTRE PLAT
NO. 7

FOX RIDGE AT

0393017 09/30/2003 04:33P
Ken Staaf, Winnebago County Recorder

RECEIVED
WINNEBAGO CTY RECORDER

SEP 30 2003
TIME 3:00 PM
BY [Signature]

This Declaration (the "Declaration") is made this 22nd day of September, 2003, by LaSalle Bank, ~~N.A.~~, not as personally but solely as Successor Trustee under a trust agreement dated March 21, 1988 and known as Trust No. 3728 (hereinafter referred to as "Declarant"). ~~NATIONAL ASSOCIATION~~

WHEREAS,

A. Declarant owns fee simple title to a certain parcel of real estate in the County of Winnebago, State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

B. Declarant and Developer (as hereinafter defined) desire to develop a single-family residential development on the Property described as Lots 62 through 90 of Fox Ridge at University Centre Plat No. 7 of University Centre (the "Development"); and

C. Declarant is desirous of submitting the Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, and restrictions hereinafter set forth.

ARTICLE I

Definitions

When used in this Declaration, the following words and terms shall have the following meanings:

1.1 "Declarant" shall mean and refer to LaSalle Bank, ~~N.A.~~, as Successor Trustee of its Trust No. 3728. Declarant shall also mean any such successor or assignee of Declarant designated as a "Declarant" in any instrument recorded for such purpose. Such successor or assignee shall be deemed to be a Declarant and entitled to exercise any and all rights of Declarant provided herein.

1.2 "Developer" shall mean or refer to Lobdell and Hall, Inc. Developer shall also mean any such successor or assignee of Developer designated as "Developer" in any instrument recorded for such purpose. Such successor or assignee shall be deemed to be a Developer and entitled any and all rights of Developer provided herein.

1.3 "Dwelling" shall mean any building located on a Lot and intended and used only for the shelter and housing of a single family. Dwelling shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.

1.4 "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, drive-ways, fences, decks, patios, sidewalks, swimming pools, dog runs and all other structures or landscaping improvements of every kind and description.

1.5 "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the deed by which the Declarant first conveys any part of the Property. A Lot may also be established pursuant to the Subdivision Plat.

1.6 "Owner" shall mean and refer to the record owner, whether one or more persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent Declarant owns Lots and also includes the interest of Developer or of Declarant as contract seller of any Lot.

1.7 "Plans and Specifications" shall have the meaning set forth in Section 4.2.

1.8 "Property" shall mean and refer to the Lots shown on the Subdivision Plat.

1.9 "Subdivision Plat" shall mean the plat of subdivision for Fox Ridge at University Centre Plat No. 7 of University Centre as recorded in the Office of the Recorder of Deeds of Winnebago County, State of Illinois.

ARTICLE II

Declaration Purposes and Property Subjected to Declaration

2.1 The Declarant desires to create on the Property a single-family development for future owners of Lots for the following general purposes:

The Declarant desires to (i) prevent improper use of Lots which may depreciate the value of the Owner's property; (ii) prevent the construction of Dwellings or Improvements containing improper or unsuitable materials; (iii)

ensure adequate and reasonable development of the Property; (iv) encourage the construction of attractive improvements on the Property; (v) prevent haphazard and inharmonious development; and (vi) in general, provide for the highest quality environment for the Property.

2.2 To further the general purposes herein expressed, the Declarant, for itself, its successor and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth in this Declaration.

ARTICLE III

General Restrictions

3.1 Lots 62 through 90 shall be used only for single-family Dwellings. In addition, no part of the Property, nor any Lots thereof shall be used for any of the following purposes: pawn shops, auto parts stores which are not in conjunction with the sale of new cars, second hand shops, taxicab offices, outdoor movie theaters, indoor auction houses or flea markets, sale of used motor vehicles which are not in conjunction with the sale of new cars, outdoor display of swimming pools for sale, auto repair and maintenance facilities which are not in conjunction with the sale of new cars, commercial laundries or dry cleaning plats without retail service, massage parlors or other sexually oriented businesses, and commercial radio, television and communication towers.

3.2 All Improvements shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by the application of the more stringent provision providing the higher or better quality result.

3.3 Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, shack or other similar Improvement shall be located upon the Lots.

3.4 No person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials.

3.5 Commercial vehicles, trucks, boats, recreational vehicles, trailers inoperable or junk vehicles, snowmobiles or other vehicles (other than automobiles) shall not be stored on any Lot except within the garage of the Dwelling.

3.6 No animals (other than common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon.

3.7 No satellite dishes greater than 36 inches in diameter may be installed on a Lot. No television or radio antennae which are higher than fifteen feet above the highest point of

0393017 09/30/2003 04:33P 3 of 9
Ken Staaf, Winnebago County Recorder

the roof of a Dwelling on a Lot may be placed on any Lot. No satellite dish may be higher than the lowest eave of the roof of the Dwelling, without the approval of the Developer in accordance with the terms of Article IV. All antennae or satellite dishes must be mounted on the roof of the Dwelling or structurally attached to such Dwelling.

3.8 Each Owner shall keep regularly mowed and unobstructed all areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.

ARTICLE IV

Architectural Controls

4.1 Except for Improvements constructed by Developer, no Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of Developer obtained in the manner hereinafter set forth. Approvals under this Article IV shall not be arbitrarily or capriciously withheld.

4.2 In order to secure Developer's approval of any proposed Improvement or Improvements, the Owner shall submit to Developer a complete set of the following:

- (a) The Lot site plan showing, among other things, the location and dimension of all intended Improvements; and
- (b) Drawings, Plans and Specifications of all exterior surfaces, showing elevations and grade, and including without limitation the color, quality, and type of exterior construction materials; and
- (c) Any other information reasonably requested by Developer to assist in its evaluation of the proposed Improvements.

All of the foregoing hereinafter shall be collectively referred to as the "Plans and Specifications".

4.3 Within seven (7) days after Developer's receipt of the Plans and Specifications, Developer shall notify Owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval and shall list the changes required by the Developer. If Developer fails to so approve or disapprove the Plans and Specifications within said seven (7) day period, then the Plans and Specifications shall be deemed to be approved.

4.4 If Developer shall disapprove all or any portion of the Plans and Specifications submitted as aforesaid, the Owner shall revise the Plans and Specifications to incorporate the changes required by the Developer and shall deliver a set of revised Plans and Specifications to Developer. Developer shall have seven (7) days after its receipt of said revised Plans and Specifications to determine whether Owner has complied with Developer's requested changes. If Developer fails within said seven (7) day period to advise the Owner in writing whether Developer approves or disapproves any such revised Plans and Specifications, then the revised Plans and Specifications shall be deemed to be approved. If Developer shall disapprove all or any portion of said revised Plans and Specifications, Owner shall revise the Plans and Specifications in the manner set forth in this Section 4.4 until such time as Developer shall approve or be deemed to have approved said Plans and Specifications.

4.5 The Owner shall secure the approval of Developer with respect to any material change or revision in any Plans and Specifications approved in accordance with this Article IV in the manner provided in this Article for the approval of Plans and Specifications.

4.6 Neither Developer, nor any of its agents, employees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications.

4.7 The provisions of Articles III and IV of this Declaration shall not apply to any Improvements installed or completed by the Developer or any affiliate or subsidiary of or other entity controlled by or in common control with the Developer.

ARTICLE V

General Provisions

5.1 The covenants, conditions and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot in of University Centre subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Winnebago County, Illinois. After the expiration of such twenty-year restriction, such covenants and restrictions shall continue to run with and bind the land after that date until and unless the fee owner or owners of at least two-thirds (2/3rds) in number of the lots agree in writing to terminate any one or all of those covenants and restrictions.

5.2 Each grantee of Declarant, and its successors and assigns, by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said purchaser will take title, accepts said title subject to all restrictions, conditions, and covenants, and the rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and

shall inure to the benefit of such person in like manners as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation.

5.3 Developer and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the covenants, conditions and restrictions above set forth, or any of them, in addition to the right to bring a legal action for damages.

5.4 Declarant hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Section 5.7 hereof, the right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot.

5.5 The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

5.6 If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate, or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

5.7 Notwithstanding anything herein to the contrary, either or both Declarant and Developer, as Declarant and Developer in their sole discretions may determine, hereby reserve the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of Winnebago County, Illinois. Upon such assignment, either or both of Declarant and Developer, as the case may be, shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor or assignee of the rights of either or both of Declarant and Developer, as the case may be, shall have or incur any liability for the obligations or acts of any predecessor in interest.

5.8 This declaration is executed by LaSalle Bank, ~~N.A.~~, not personally but solely as Trustee as aforesaid, and referred to in this paragraph as "Trustee", in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this instrument), and solely for the purpose of subjecting the Property to the terms of this Declaration. It is expressly understood and agreed by every person, firm, corporation, trust or other entity hereafter claiming any interest under this Declaration that any and all obligations, duties, covenants and agreements of every nature herein set forth by Trustee, as Trustee as aforesaid, to be kept and performed, if any, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 3728 or their successors, and not by Trustee personally, and no personal liability hereunder whatsoever is assumed by nor shall be asserted or enforced against said Trustee, all such liability, if any, shall be asserted or enforced against said Trustee, all such liability, if any, being expressly waived; and further, that no duty shall rest upon Trustee, either personally or as such Trustee, to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration. In the event of a conflict between the provisions of this paragraph and any other provision of this Declaration with respect to any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

NATIONAL ASSOCIATION

IN WITNESS WHEREOF, LaSalle Bank, ~~N.A.~~, as Successor Trustee as aforesaid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to this Declaration by its ~~Vice-President~~ and attested by its ~~Secretary~~, as of the day and year first above written.

Trust Officer

NATIONAL ASSOCIATION

LaSalle Bank, ~~N.A.~~, as Successor Trustee

Attestation not required by
LaSalle Bank National Association

Attest

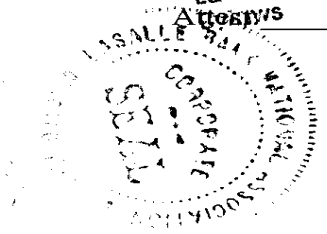
Secretary

BY:

Vice-President

JANE B. ZAKRZEWSKI

Trust Officer



STATE OF ILLINOIS)
) SS.
)
COUNTY OF ~~WINNEBAGO~~)

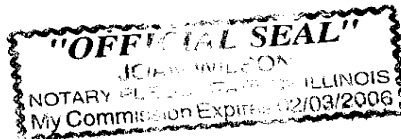
~~*~~ NATIONAL ASSOCIATION

I, the undersigned, Notary Public in and for the County in the State aforesaid, DO
HEREBY CERTIFY that JANE B. ZAKRZEWSKI, the ~~Vice President~~ of
LaSalle Bank, ~~N.A.~~, and ~~Trust Officer~~, ~~Secretary~~ of said
bank, who are personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such ~~Vice President~~ and ~~Secretary~~, respectively, appeared
before me this day in person and acknowledged that they signed and delivered said
instrument as their own free and voluntary act and as the free and voluntary act of said bank,
as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of September, 2003.

Jean Wilson
Notary Public

Prepared by and return to:
Bruce Ross-Shannon
McGreevy, Johnson & Williams, P.C.
6735 Vistagreen Way
P.O. Box 2903
Rockford, IL 61132
815/639-3700
815/639-9400 (Fax)



00336469.WPD
09/17/03

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Ken Staaf, Winnebago County Recorder

EXHIBIT A

FOX RIDGE AT CENTRE

Lots 62 through 90 as designated on University ~~Plat~~ Plat No. 7, being a subdivision of part of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, Winnebago County, Illinois, the plat of which subdivision is recorded January 12, 2001, in Book 43 of Plats, page 37, as document number 0101930, in the Recorder's Office of Winnebago County, Illinois.

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Ken Staaf, Winnebago County Recorder

Ken Staaf

AGREEMENT FOR SEWER EXTENSION
COST SHARING AND REIMBURSEMENT
BEAVER CREEK TRUNK PHASE I

This Intergovernmental Agreement is made as of the 24th day of APRIL,
_____, 1995 by and between:

Return

ROCK RIVER WATER RECLAMATION DISTRICT
an Illinois unit of local government
with its offices located at
3333 Kishwaukee Street
Rockford, IL 61109
hereinafter referred to as "District"

and

Stu Hall, President
LOBDELL, HALL AND ANDREWS, INC.
6050 Brynwood Drive
Rockford, Illinois 61114-6597
hereinafter referred to as "Lobdell, Hall"

6. District staff shall perform construction inspection for the project, to include the review and concurrence in approval of all shop drawings, review of all pay requests and the forwarding of reviewed pay requests to Lobdell, Hall or his consultant for review, approval and payment. The District will make, or cause to be made, final acceptance tests on the Trunk and will certify project completion. The District shall be credited for such services in an amount based on the rates as set forth in the current ordinance relating to said fees.

7. As a unit of local government, the District is authorized by Article VII, Section 10a of the Illinois Constitution of 1970 to contract or otherwise associate with individuals, associations, or corporations such as Lobdell, Hall in any manner not prohibited by law or ordinance using its credit, revenues and other resources to pay costs such as the construction and inspection of the trunk extension contemplated by this agreement.

8. The District is authorized to enact ordinances assessing connection charges against new or additional users of its system under Section 7 of the Sanitary District Act of 1917 (70 ILCS 2405/0.1) (hereinafter 1917 Act) as amended, which provides that such charges must be fair and reasonable, and the parties wish to provide for a reimbursement arrangement in compliance with that requirement, recognizing that future system changes or other unforeseen contingencies may dictate modification of connection charges for new or additional users in accordance with the actual benefit provided to them by the Trunk. The parties also wish to specify responsibilities for construction and the scope of construction.

9. Lobdell, Hall shall petition the District for annexation of any properties owned or controlled by Lobdell, Hall and not currently within the District as soon as said property is contiguous to District boundaries. Upon completion of the trunk and acceptance by District, all properties in the drainage basin owned or controlled by Lobdell, Hall shall be deemed served within the meaning of the 1917 Act.

THEREFORE, the parties agree as follows:

1. Recitals

The recitals constitute a material part of this Agreement.

2. Project Description

A. Location of the Project. The Trunk to be installed under this Agreement is designated as the Trunk. The Trunk consists of the extension of approximately 2172 feet of fifteen inch (15") sewer, 788 feet of eight inch (8") forcemain, ten (10) manholes and appurtenances along the north side of East State Street, east side of proposed University Drive and south side of proposed Northern Drive east of Lyford Road in Rockford, Winnebago County, Illinois, generally as shown on Exhibit "A". The basin to be served by the Trunk is included in the Kishwaukee Trunk Basin as shown in Exhibit "A" and described in Exhibit "B".

RECITALS

1. District and Lobdell, Hall propose construction of a trunk sewer (Trunk) from a point on the Kishwaukee Trunk Sewer on the north side of East State Street (U.S. B. R. 20) approximately 1,100 feet east of Lyford Road; thence easterly along the north side of East State Street approximately 1,648 feet to proposed University Drive; thence northerly along proposed University Drive approximately 524 feet to proposed Northern Drive where the gravity trunk sewer ends; thence easterly along Northern Drive approximately 788 feet with a portion of trunk sewer forcemain, said forcemain to be extended at a later date and terminating in a lift station which shall be the upstream (beginning) point of the Beaver Creek Trunk Sewer branch of the Kishwaukee Trunk Sewer system. The Trunk will be adequate to serve a portion of the Kishwaukee Trunk drainage basin outlined in Exhibit "A" and described in Exhibit "B", said portion known as the Beaver Creek Trunk Sub-basin, as well as some four hundred (400) acres of commercial land north of U.S.B.R. 20, in Boone County. The proposed general location of the component parts of the Trunk are also set forth in said exhibit. The parties plan to undertake construction of the Trunk during calendar year 1995.

2. The District shall pay one-third (1/3) of the total project cost, up to \$65,000.00, and Lobdell, Hall shall pay the balance of the total project cost to take the construction contemplated by the Trunk from a point on the Kishwaukee Trunk Sewer on the north side of East State Street (U.S. B. R. 20) approximately 1,100 feet east of Lyford Road; thence easterly along the north side of East State Street approximately 1,648 feet to proposed University Drive; thence northerly along proposed University Drive approximately 524 feet to proposed Northern Drive where the gravity trunk sewer ends; thence easterly along Northern Drive approximately 788 feet with a portion of trunk sewer forcemain.

3. When the trunk is completed to District's satisfaction and in accordance with District's standards, District will accept ownership of the Trunk and the responsibility for its maintenance.

4. The parties intend that Lobdell, Hall shall let bids for the Trunk and cause it to be built according to District's standards and specifications and subject to District's inspection.

5. The parties intend that Lobdell, Hall's consultant perform field work, prepare plans, specifications, and contract documents, secure and prepare easements, obtain IDOT, Corps of Engineer and IEPA permits, perform field staking, review and approve shop drawings, process pay requests, prepare record drawings as required and Lobdell, Hall shall coordinate with the District Engineering Department during preliminary phases of design to ensure that compliance with District standards is met with regard to Trunk sewer. Total cost for Lobdell, Hall's consultant shall not exceed Twenty Thousand Dollars (\$20,000.00) to perform the tasks described herein.

B. Design and Contract Administration. Lobdell, Hall's consultant shall perform field work, together with geotechnical studies, design and prepare plans, specifications, contract documents and IEPA, IDOT, Corps of Engineers and other permits for the Trunk. Field work shall include, without limitation, staking of improvements. Contract administration shall include construction management, review and approval of shop drawings, payment requests, and certified payrolls. The total cost for Lobdell Hall's consultant shall not exceed Twenty Thousand Dollars (\$20,000.00) for services as defined herein.

C. Construction Inspection. Construction inspection, as required for this project, shall be performed by District staff. Normal fees for inspection by District staff will be charged; reimbursement for these fees will be in the form of a credit against the amounts set forth in Paragraphs 3B and 3C of this Agreement, and shall be applied against the amounts otherwise payable by the District. Construction inspection shall include the review of shop drawings and payment requests, in conjunction with Hall's consultant.

3. Payments.

A. Total Project Costs (Construction plus Engineering and Inspection, Review fees, Permits, Easements, etc.) are estimated at \$191,850.00. A distribution of estimated project costs is set forth in Exhibit "E".

B. District shall, subject to the provisions of Paragraph 2 and the availability of funds, pay one-third (1/3) of the total project cost, (excluding easement fees) up to \$65,000.00. Lobdell, Hall shall pay the balance of the total project cost. Lobdell, Hall shall pay for the construction in the manner established by its contract with the successful bidder. Lobdell, Hall shall thereafter invoice the District for its respective share of reimbursable costs, including consultant costs on a time-and-material basis not to exceed twenty Thousand Dollars (\$20,000.00), on a monthly invoice, which invoice shall be sent out prior to the 5th day of each month with payment due from the District by the end of the month. All invoices shall be accompanied by the successful bidder's pay request signed by the District representative, lien waivers, contractor's and subcontractors' certified payrolls, a calculation of the pro-rated share for each party and a numbered invoice for reference. District's final invoice shall show a credit for construction inspection services described in Paragraph 2C.

C. Mutually approved change orders above the bid price shall be paid by the parties in amounts proportional to their contributions toward the original bid amount if the sum of the bid price, engineering and inspection, plus change orders, does not exceed the maximum amount established in Paragraph 3B. If such amount would be exceeded by change orders, District shall seek approval from its governing body for authority to pay for one-third of such amounts. Lobdell, Hall shall be responsible for payment of the balance of any such change orders that exceed the maximum amounts established in paragraph 3B.

4. Annexation of Property to District.

Concurrently with the execution of this Agreement, Lobdell, Hall shall petition the District for annexation of any parcels owned or controlled by Lobdell, Hall and not currently within the District as soon as said property is contiguous to District boundaries; this property is described in Exhibit "C". When the Trunk is complete and accepted by the District, all properties in the drainage basin owned or controlled by Lobdell, Hall delineated on Exhibit "A" and described in Exhibit "C", shall be deemed "served" within the meaning of the 1917 Act.

5. Construction.

Lobdell, Hall will let bids for construction of the system, which bidding and award process shall meet or exceed District requirements for District construction projects. Prior to commencing construction, Lobdell, Hall shall provide District with either:

- A. An irrevocable letter of credit with a bank acceptable to District in an amount equal to 115% of Lobdell, Hall's portion of the total project cost, or
- B. A performance bond equal to 115% of Lobdell, Hall's portion of the total project cost, such bond to be executed by a surety company acceptable to District.

The District shall be named as beneficiary of any such performance bond, and the surety shall have a rating no lower than B++ in the A. M. Best Guide. The lowest acceptable rating for B++ rated companies shall be 12. For companies rated above B++, the lowest acceptable numerical rating shall be 10. If at any time the District shall become dissatisfied with any surety, Lobdell Hall shall, within five (5) days of notice, substitute an acceptable bond in such form and signed by such surety as may be acceptable to the District. Failure by Lobdell, Hall to provide either an irrevocable letter of credit or performance bond shall constitute a default of this Agreement.

9. Connection Charge Changes.

In view of the fact that future system changes or other unforeseen contingencies may dictate modification of District's connection charge ordinance, the District may, without liability to the other party hereto, modify the connection charges to be collected or the amounts to be distributed hereunder to the other party if that is necessary in order to make those connection charges fair and reasonable in light of such changed circumstances as required by law. The District shall consult with Lobdell, Hall with respect to any proposed change in the connection charges, which would adversely affect Lobdell, Hall and afford it a reasonable opportunity to comment on such change. The District acknowledges that in light of present facts and circumstances and the District's knowledge of the cost and benefits associated with the extension of sewer services, the connection charges provided in its Ordinance 725, are fair, reasonable and consistent with the actual benefit provided by the extension. The District shall also have discretion to adjust connection charges so as to fairly and reasonably spread the connection charge of servient property, which cannot be assessed (such as property dedicated to streets), to the property served thereby which is assessable. Connection charges for this project shall be adjusted for inflation by use of the Construction Cost Index (CCI) found in the Engineering News Record, or if the index is unavailable, through the use of a comparable index, all as provided by Ordinance No. 725.

10. Recording.

The District shall, in addition to its share of the cost of this extension, record this Agreement in the Recorder's Office of Winnebago County, Illinois, so that all present and future owners of property subject to the connection charges provided for herein may have recorded notice of their potential liability for such charges. The legal description of the property affected by this Agreement is set forth in Exhibit "B".

11. Enactment of Appropriate Ordinances.

The District shall duly enact, approve and publish an ordinance approving and authorizing this Agreement and the connection charges provided for herein, subject to the District's legislative discretion as set forth in Paragraph 9 hereof.

12. Entire Agreement

This document represents the complete agreement of the parties and supersedes any prior agreements or understandings to the extent that they are inconsistent with its terms.

To ensure that District requirements are met, District staff shall be present at the bid opening. The system shall be subject to District inspection and approval prior to its acceptance by District. Construction shall be initiated in calendar year 1995, provided sufficient funds exist in District's capital accounts at the time the contract is awarded, and further provided that unforeseen problems, including acts of God, do not render construction impossible.

6. Connection Charges

Except as otherwise provided herein, property not owned or controlled by Lobdell, Hall at the date of execution of this Agreement shall be charged a connection charge which consists of a basin charge (including the appropriate carrying charge), and plant buy-in charge in accordance with the current District Connection Charge Ordinance and schedule of basin charges adopted by the District Board of Trustees from time to time. Properties within the basin that are owned or controlled by Lobdell, Hall at the date of execution of this Agreement shall be charged the basin charge and buy-in charge in accordance with the current District Connection Charge Ordinance, but Lobdell, Hall shall be entitled to a credit against the basin charge for such property in accordance with said ordinance.

7. Collection and Distribution of Connection Charges.

District shall collect an administrative fee for processing of connection charges collected in accordance with Paragraph 6. The fee shall be three and one-half per cent (3 1/2%) of the amount recovered from such property as provided in Exhibit "D" and shall be deducted by District from amounts collected before payments are remitted to Lobdell, Hall. District shall distribute all connection fees within this basin in accordance with the amounts shown in Exhibit "D"; however, the distribution shall be based upon actual, rather than estimated, costs for this project.

8. Cost Changes.

The parties recognize that the actual project construction cost of the Trunk may exceed or differ from the presently estimated cost. Therefore, in the event that the actual cost of the Trunk is different than that estimated and shown on Exhibit "D", and subject to the provisions of paragraphs 3 and 9, District's contribution shall be limited to one-third (1/3) of any cost changes up to \$195,000.00 for the total project. Lobdell Hall's contribution shall be two-thirds (2/3) of the total project cost up to and including \$195,000.00. Costs in excess of \$195,000.00 for the total project shall be paid in accordance with paragraph 3C.

9514661 04/25/1995 04:03P 8 of 19
Ken Staaf, Winnebago County Recorder

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on
the day and year first above written.

ROCK RIVER WATER RECLAMATION DISTRICT
an Illinois unit of local government

ATTEST:

By Robert Hughes
Its _____

Bush
Its _____

LOBDELL, HALL AND ANDREWS, INC.

By Annunzio C. Hall
Its President

ATTEST:

By Craig Hall
Its Vice President

9514661 04/25/1995 04:05P 9 of 19
Ken Staaf, Winnebago County Recorder

BEAVER CREEK TRUNK, PHASE I
LIST OF EXHIBITS

- | | |
|---|--|
| A | Drainage Basin Diagram - Kishwaukee Trunk Basin with Beaver Creek Sub-basin highlighted. |
| B | Legal Description of Drainage Basin - Kishwaukee Trunk Basin |
| C | Legal Description of Property to be Annexed - Lobdell, Hall |
| D | Schedule of Connection Charges |
| E | Cost Estimate |

BEING A SUBBASIN OF THE KISHWAUKEE TRUNK
BASIN

9514661 04/25/1995 04:05P 10 of 19
Ken Stasi, Winnebago County Recorder

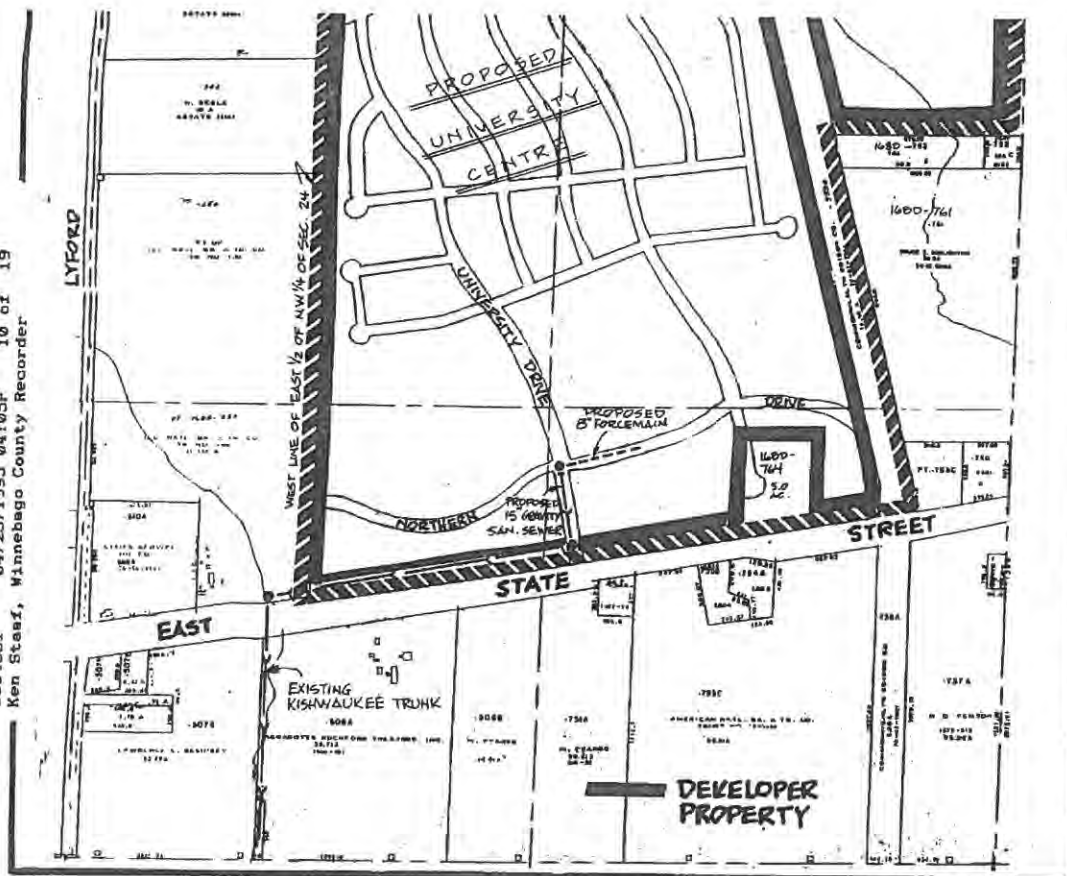
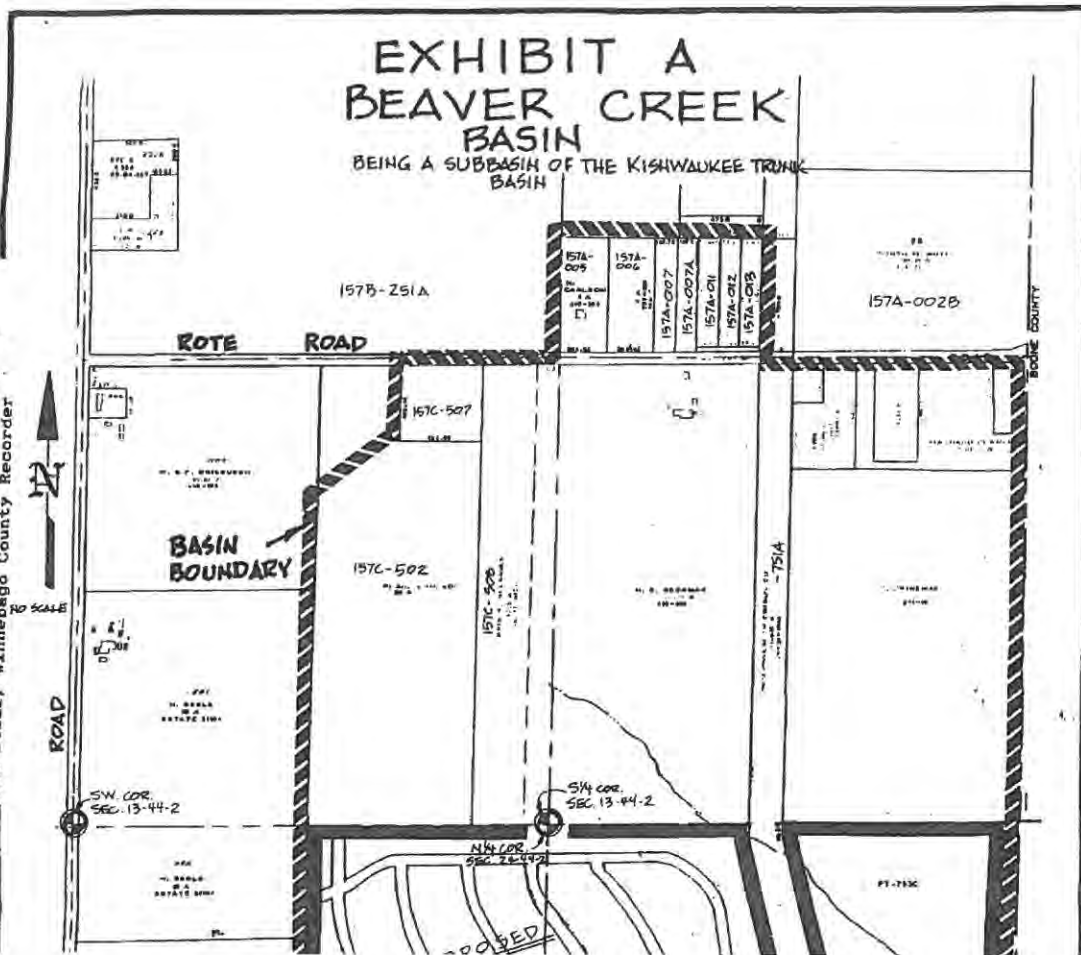


EXHIBIT B

**Description of Beaver Creek Basin
being a subbasin of the Kishwaukee Trunk Basin**

A tract of land located in Sections 13 and 24, Township 44 North, Range 2 East, Third Principal Meridian, State of Illinois, County of Winnebago, being more specifically described as follows:

Beginning at the point of intersection of the West boundary of the East Half of the Southwest Quarter of Section 24 with the Northerly right-of-way line of East State Street (U.S. Route No. 20);

Thence Northeasterly along said North right-of-way to the East boundary of the Commonwealth Edison Company property denoted as Parcel No. 168-753A, an approximate distance of 3,470 feet; Thence North along said boundary, a distance of 135.19 feet; Thence Northwesterly along said boundary to the Northwest corner of Parcel No. 168-763, an approximate distance of 2,100 feet; Thence East along the North boundary of Parcel No. 168-763 and -762 to the East boundary of Section 24, also being the Winnebago/Boone County line, a distance of 1,072.57 feet; Thence North along the East boundary of Section 24 and 13 to the East Quarter corner of Section 13, located at Rote Road, a distance of 3,710 feet; Thence West along the Half Section line to its point of intersection with the Southerly extension of the West boundary of the Commonwealth Edison Company property denoted as Parcel No. 157-751A, a distance of 1,505 feet;

Thence North along said extension and West boundary to the Northeast corner of Parcel No. 157-013, a distance of 660 feet; Thence West to the Northwest corner of Parcel No. 157-005, being on the North/South Half Section line, a distance of 1,143.02 feet; Thence South along said Half Section line to the South right-of-way line of Rote Road, a distance of 720 feet; Thence West along said right-of-way to the Northwest corner of Parcel No. 157-507, a distance of 866.58 feet; Thence South to the Southwest corner of said Parcel, a distance of 440 feet; Thence Southwesterly along a ridge line to a point on the West boundary of the East Half of the Southwest Quarter of Section 13, a distance of 615 feet; Said point being 890 feet South of the Half Section line; Thence South along said West boundary and the West boundary of the East Half of the West Half of Section 24 to the point of beginning, a distance of 5,550 feet.

Parcel Listing

Said tract contains, but may not be limited to those parcels commonly denoted as Nos.:

157-005, -006, -007, -007A, -011, -012, -013
157C-507, -509, part of -502
157D-001 through -010, -012A, -013 through -026, -027A, -028A, -029 through
-052, -101 through -105, -751A, -751F, -752A, -754, -755, -756A, -757, -758,
-759
168-753A, -753C, -764
168B-753B

EXHIBIT C

Beaver Creek Basin Developer Property

Parcel 1

Part of Section 24, Township 44 North, Range 2 East, Third Principal Meridian, State of Illinois, County of Winnebago, bound and described as follows, to-wit:

Beginning at the Northwest corner of the East Half of the Northwest Quarter of said Section; Thence North 89°16'57" East, along the North line of the Northwest Quarter of said Section, 1,327.40 feet to the Northeast corner of the Northwest Quarter of said Section; Thence North 89°07'10" East, along the North line of the Northeast Quarter of said Section, 1,138.10 feet to its intersection with the West line of premises conveyed to Commonwealth Edison Company recorded in Microfilm No. 70-02-1554 in the Recorder's office of Winnebago County, Illinois; Thence South 00°37'20" West, along the West line of premises conveyed to Commonwealth Edison as aforesaid, 100.00 feet; Thence South 14°11'05" East, along the West line of premises conveyed to Commonwealth Edison as aforesaid, 3,112.11 feet; Thence South 00°28'45" West, along the West line of premises conveyed to Commonwealth Edison as aforesaid, 135.19 feet to its intersection with the Northerly right-of-way line of East State Street, as now laid out and used; Thence South 79°14'47" West, 59.86 feet; Thence South 76°27'35" West, 362.54 feet; Thence South 00°27'35" West, 24.90 feet; Thence South 80°22'58" West, 108.00 feet; Thence South 80°24'56" West, 292.03 feet; Thence North 00°27'35" East, 17.26 feet; Thence South 80°25'35" West, 386.08 feet; Thence North 85°32'15" West, 103.08 feet; Thence South 80°25'35" West, 600.00 feet; Thence South 74°42'57" West, 100.50 feet; Thence South 80°25'35" West, 1,303.19 feet to its intersection with the West line of the East Half of the Southwest Quarter of said Section (the last previous 11 calls being along the Northerly right-of-way line of said East State Street); Thence North 00°32'41" East, along the West line of the East Half of the Southwest Quarter of said Section, 1,141.57 feet to the Southwest corner of the East Half of the Northwest Quarter of said Section; Thence North 00°34'13" East, along the West line of the East Half of the Northwest Quarter of said Section, 2,646.48 feet to the point of beginning. Subject to the rights of the public and the State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in the County of Winnebago and the State of Illinois.

Excepting therefrom the following described parcel:

Part of the Southeast Quarter of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the point of intersection of the East line of said Quarter Section with the centerline of U.S. Route No. 20; Thence Southwesterly, along said centerline of U.S. Route No. 20, a distance of 14.95 feet to a point of curvature in said centerline; Thence

Beaver Creek Agreement

Exhibit C — Developer Property

Southwesterly, along said centerline, being along a circular curve to the right, having a radius of 42,971.8 feet, a distance of 1,237.50 feet to a point of tangency in said centerline; Thence Southwesterly, along said centerline of U.S. Route No. 20, a distance of 297.84 feet; Thence North, parallel with the East line of said Quarter Section, a distance of 33.51 feet to the North right-of-way line of said U.S. Route No. 20 and the point of beginning of the following described premises; Thence North, parallel with the East line of said Quarter Section, a distance of 587.85 feet; Thence East, perpendicular to the East line of said Quarter Section, a distance of 393.86 feet; Thence South, parallel with the East line of said Quarter Section, a distance of 518.03 feet to the North right-of-way line of said U.S. Route No. 20; Thence Southwesterly, along the curved North right-of-way line of said U.S. Route No. 20, being along a circular curve to the right, having a radius of 42,938.8 feet, a distance of 108.0 feet to a point of tangency of said right-of-way line; Thence Southwesterly, along the said North right-of-way line of U.S. Route No. 20, a distance of 292.0 feet to the point of beginning.

Parcel 2

Part of the Northeast Quarter of Section 24, Township 44 North, Range 2 East, Third Principal Meridian, State of Illinois, County of Winnebago, bound and described as follows, to-wit:

Beginning at the Northeast corner of the Northeast Quarter of said Section; Thence South 00°28'45" West, along the East line of the Northeast Quarter of said Section, 1,026.43 feet; Thence North 89°31'15" West, 1,083.74 feet to its intersection with the East line of premises conveyed to Commonwealth Edison Company recorded in Microfilm No. 70-02-1554 in the Recorder's Office of Winnebago County, Illinois; Thence North 14°11'05" West, along the East line of premises conveyed to Commonwealth Edison as aforesaid, 945.00 feet; Thence North 00°37'20" East, along the East line of premises conveyed to Commonwealth Edison as aforesaid, 80.81 feet to its intersection with the North line of the Northeast Quarter of said Section; Thence North 89°07'10" East, along the North line of the Northeast Quarter of said Section, 1,323.14 feet to the point of beginning. Situated in the County of Winnebago and the State of Illinois.

EXHIBIT "D"

SCHEDULE FOR KISHWAUKEE TRUNK SEWER BASIN
CONNECTION FEES¹ CALCULATION
BEAVER CREEK SUB-BASIN, PHASE 1

1.	Kishwaukee Trunk, Phase 1, Project Costs ^{2,3}	
A.	Contract Costs	\$3,376,371.00
B.	District's Engineering Costs	\$ 350,000.00
C.	District's Inspection Costs	\$ 250,000.00
D.	Phase 1, Project Costs ⁴	\$3,976,371.00
2.	Beaver Creek, Phase 1, Project Costs ²	
E.	Contract Costs	\$ 166,100.00
F.	Private Engineering Costs	\$ 20,000.00
G.	Review/Permit Fees	
1.	IEPA	\$ 600.00
2.	RRWRD	\$ 150.00
H.	District Inspection Fees	\$ 5,000.00
I.	Beaver Creek, Phase 1, Project Costs ²	\$ 191,850.00
3.	Beaver Creek, Phase 2, Project Costs ²	
J.	Contract Costs	\$ 527,720.00
K.	Engineering Costs	\$ 83,440.00
L.	Review/Permit Fees	\$ 800.00
M.	District Inspection Fee	\$ 27,800.00
N.	Beaver Creek, Phase 2, Project Costs ²	\$ 639,760.00
4.	Kishwaukee Trunk, Phase 2, Project Costs ²	
O.	Contract Costs	\$ 538,835.00
P.	Engineering Costs	\$ 80,825.00
Q.	Review/Permit Fees	\$ 800.00
R.	District Inspection Fees	\$ 10,350.00
S.	Kishwaukee Trunk, Phase 2, Project Costs ²	\$ 660,810.00
5.	Newburg East, Phase 1, Project Costs ^{2,3}	
T.	Contract Costs	\$ 133,229.00
U.	Private Engineering Costs	\$ 15,800.00
V.	Review/Permit Fees	
1.	IEPA	\$ 600.00
2.	District	\$ 100.00
W.	Easement Costs	\$ 27,500.00
X.	District Inspection Fees	\$ 3,500.00
Y.	Newburg East, Phase 1, Project Costs ²	\$ 180,729.00
6.	Newburg East, Phase 2, Project Costs ²	
Z.	Contract Costs	\$ 291,780.00
AA.	Engineering Costs	\$ 35,200.00
BB.	Review/Permit Fees	\$ 800.00
CC.	Inspection Fees	\$ 8,700.00

DD.	Newburg East, Phase 2, Project Costs ²	DD	\$ 336,480.00
7.	Kishwaukee Trunk System Costs ²	EE	\$5,986,000.00
EE.	Total System Project Costs ² [D-I+N+S+Y+DD]		
8.	Kishwaukee Trunk System Participation Costs ²		
FF.	Kishwaukee Trunk, Phase 1 ¹	FF1	\$1,988,185.50
1.	City of Rockford [D/2]	FF2	\$1,988,185.50
2.	District [D/2]		
GG.	Newburg East, Phase 1 ¹	GG1	\$ 120,486.00
1.	Lenox Land Co. [2V/3]	GG2	\$ 60,243.00
2.	District [Y/3]		
HH.	Beaver Creek, Phase 1 ¹	HH1	\$ 127,900.00
1.	Lobdell, Hall [2I/3]	HH2	\$ 63,950.00
2.	District [I/3]		
9.	Gross Basin Connection Fee ¹ Credit/Rebate Per ERU		
II.	Basin/Carrying Fee ¹ Per ERU	II	\$
JJ.	City of Rockford [II*FF1/EE]	JJ	\$
KK.	Lenox Land Co. [II*GG1/EE]	KK	\$
LL.	Lobdell, Hall [II*HH1/EE]	LL	\$
MM.	District [II-JJ-KK-LL]	MM	\$
10.	District Administrative Fee Per ERU		
NN.	City of Rockford [JJ*0.035]	NN	\$
OO.	Lenox Land Co. [KK*0.035]	OO	\$
PP.	Lobdell, Hall [LL*0.035]	PP	\$
11.	Net Basin Connection Fee ¹ Rebate/Distribution Per ERU		
QQ.	City of Rockford [JJ - NN]	QQ	\$
RR.	Lenox Land Co. [KK - OO]	RR	\$
SS.	Lobdell, Hall [LL - PP]	SS	\$
TT.	District [MM+NN+OO+PP]	TT	\$
12.	Basin ERU		
UU.	Total Basin ERU	UU	
VV.	Basin ERU Waived for Grant of Easement	VV	19
WW.	Balance of Basin ERU	WW	
XX.	Lenox Land Co. ERU	XX	70
YY.	Lobdell, Hall ERU	YY	
13.	Total Credit/Rebate		
ZZ.	City of Rockford [QQ*MM]	ZZ	\$
AAA.	Lenox Land Co. [(KK*XX)+RR*(WW-XX)]	AAA	\$
BBB.	Lobdell, Hall [(LL*YY)]+SS*(WW-YY)]	BBB	\$

EXHIBIT E

Beaver Creek Basin Agreement

14.	Construction Cost Index & Date of Acceptance	
CCC.	Kishwaukee Trunk, Phase I	CCC
DDD.	Newburg East Trunk, Phase I	DDD
EEE.	Beaver Creek Trunk, Phase I	EEE
FFF.	Kishwaukee Trunk, Phase II	FFF
GGG.	Newburg East Trunk, Phase II	GGG
HHH.	Beaver Creek, Trunk, Phase II	HHH

Contract Costs	
Private Engineering Costs	\$166,100.00
Review/Permit Fees	20,000.00
1) IEPA	600.00
2) RRWRD	150.00
District Inspection Fees	<u>5,000.00</u>

Total Estimated Costs,
Beaver Creek Trunk Phase I: \$191,850.00

1. A plant buy-in fee, currently \$376/ERU, must be added to the basin/carrying cost fee to establish the total connection fee.
2. Excludes carrying costs.
3. Existing Intergovernmental Agreement
4. Carrying costs are determined for a 10-year payback period at a 5% annual interest rate.