

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Title Underwriters Agency

File Number: WW265736

Auction Tracts 10 - 22

(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: WW265736
Issuing Office File Number: WW265736
Property Address: Fox Ridge University #10, Rockford, IL 61107

Revision Number: 3/19/2019 TR Updated & Revised
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 N.A. 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**

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Commitment No. WW265736

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. WW265736

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. WW265736

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: 530 CROSS PLAINS ROAD

P.I.N. Number: 12-24-253-007 (2017 \$0.00)

Lot Dimensions 71.8 x 14.21 x 143.38 x 96.18 x 146.66

Township Rockford

PARCEL II: 542 CROSS PLAINS ROAD

P.I.N. Number: 12-24-201-008 (2017 \$0.00)

Lot Dimensions 85.88 x 146.66 x 32.96 x 67.46 x 162.65

Township Rockford

PARCEL III: 564 CROSS PLAINS ROAD

P.I.N. Number: 12-24-201-006 (2017 \$0.00)

Lot Dimensions 87.27 x 183.77 x 65.35 x 195.58

Township Rockford

PARCEL IV: 572 CROSS PLAINS ROAD

P.I.N. Number: 12-24-201-005 (2017 \$0.00)

Lot Dimensions 87.27 x 195.58 x 63.45 x 199.4

Township Rockford

PARCEL V: 521 VERONA DRIVE

P.I.N. Number: 12-24-203-003 (2017 \$0.00)

Lot Dimensions 85.45 x 48.24 x 118.67 x 125.19 x 98.64

Township Rockford

PARCEL VI: 503 VERONA DRIVE

P.I.N. Number: 12-24-203-005 (2017 \$0.00)

Lot Dimensions 77.22 x 26.85 x 147.93 x 154.68 x 234

Township Rockford

PARCEL VII: 457 VERONA DRIVE

P.I.N. Number: 12-24-203-008 (2017 \$0.00)

Lot Dimensions 47.41 x 29.78 x 154.58 x 102.58 x 150

Township Rockford

PARCEL VIII: 443 VERONA DRIVE

P.I.N. Number: 12-24-203-009 (2017 \$0.00)

Lot Dimensions 80 x 150

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Commitment No. WW265736

SCHEDULE B
(Continued)

Township Rockford

PARCEL IX: 504 VERONA DRIVE

P.I.N. Number: 12-24-254-016 (2017 \$0.00)

Lot Dimensions 111.99 x 148.11 x 72.63 x 74.69 x 56.83 x 258.5

Township Rockford

PARCEL X: 535 CROSS PLAINS ROAD

P.I.N. Number: 12-24-254-010 (2017 \$0.00)

Lot Dimensions 10.96 x 87.38 x 87.77 x 107.31 x 150

Township Rockford

PARCEL XI: 543 CROSS PLAINS ROAD

P.I.N. Number: 12-24-254-011 (2017 \$0.00)

Lot Dimensions 129.98 x 87.77 x 110.86 x 123.51

Township Rockford

PARCEL XII: 550 CROSS PLAINS ROAD

P.I.N. Number: 12-24-201-007 (2017 \$0.00)

Lot Dimensions 24.62 x 54.88 x 162.65 x 84.74 x 183.77

Township Rockford

PARCEL XIII: 544 VERONA DRIVE

P.I.N. Number: 12-24-254-012 (2017 \$0.00)

Lot Dimensions 94.33 x 138.56 x 70.16 x 110.86

Township Rockford

8. INTENTIONALLY DELETED
9. Building set back lines, utility and drainage easements, non-buildable, non-fillable storm water and detention easements as shown on recorded plat.
10. Perpetual Easement for Storm Water Drainage as contained in instrument recorded as Document No. 0376480.
11. Easement to Rock River Water Reclamation District as contained in instrument recorded as Document No. 3113736.
12. Agreement for Sewer Extension as contained in instrument recorded as Document No. 9514661.

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Commitment No. WW265736

SCHEDULE B
(Continued)

13. Notes as contained on recorded plat as follows:

Perpetual easement conveyed by LaSalle Bank as Successor Trustee to Bank One, Illinois N.A. as Trustee under Trust No. 3728, and not personally to the City of Rockford by instrument dated August 13, 2003 and recorded as Document No. 0376480.

Utility easement granted by heartland Community Church to Bank One, Illinois, N.A., as Trustee of its Trust No. 3728 of 6000 Executive Parkway, Rockford, IL 61107 by Easement Grant and Restrictive Covenant dated October 27, 1999 and recorded as Document No. 9969051.

Temporary cul-de-sac easements will be granted by separate document.

Minimum foundation opening elevation for Lot 104 is 236.50.

Maintenance of the drainage and storm water detention easements shall be the sole responsibility of the individual property owner. The finished grade of the easements shall not be altered or encroached upon by filling, regrading or construction of surface improvements that obstruct or redirect the flow of water nor shall any buildings or structures be erected within the easements.

14. Restrictions as contained in instrument recorded as Document No. 0551696.
15. Grant of Easement to Commonwealth Edison Company, an Illinois Corporation recorded April 10, 2006 as Document No. 0620679.
16. Terms, powers, provisions and limitations of the trust under which title to the land is held.
17. 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. WW265736

EXHIBIT A

PARCEL I:

Lot Ninety-four (94) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL II:

Lot Ninety-five (95) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL III:

Lot Ninety-seven (97) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL IV:

Lot Ninety-eight (98) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL V:

Lot One Hundred Three (103) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL VI:

Lot One Hundred Five (105) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL VII:

Lot One Hundred Eight (108) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL VIII:

Lot One Hundred Nine (109) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL IX:

Lot One Hundred Eleven (111) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL X:

Lot One Hundred Seventeen (117) as designated upon Fox Ridge at University Centre Plat No. 10, part of

EXHIBIT A

the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL XI:

Lot One Hundred Sixteen (116) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL XII:

Lot Ninety-six (96) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PARCEL XIII:

Lot One Hundred Fifteen (115) as designated upon Fox Ridge at University Centre Plat No. 10, part of the Northeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 45 of Plats on Page 152 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

1 of 1
Ken Staaf
RECEIVED
WINNEBAGO CTY RECORDER

AUG 14 2003
TIME 4pm
BY *[Signature]*

PERPETUAL EASEMENT FOR STORM WATER DRAINAGE

THIS INDENTURE WITNESSETH, THAT:

WHEREAS LaSalle Bank N.A. as Successor Trustee to Bank One, Illinois N.A. as
Trustee under Trust No. 3728 AND NOT PERSONALLY, Grantor, owns the land legally described in EXHIBIT
A; and depicted in EXHIBIT B; and **NATIONAL ASSOCIATION**

WHEREAS, it is necessary for the City of Rockford to obtain a perpetual easement to maintain ditches, swales, underground pipes, and drainage related facilities through the premises, hereinafter described in EXHIBIT A attached hereto, which is part of the detention facilities for Grantor's adjoining subdivision; and

WHEREAS, Grantor is willing to grant a perpetual easement for the purposes herein specified;

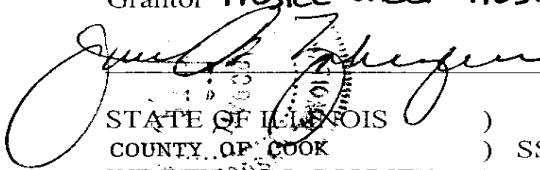
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and other good and valuable considerations, Grantor does hereby GIVE, GRANT AND CONVEY to the City of Rockford, Grantee, its successors and assigns, a perpetual easement to repair, inspect, maintain and operate ditches, swales, underground pipes, and drainage related facilities upon, under and through the premises owned by the Grantor described in EXHIBIT A.

The grant of this easement is subject to the following conditions:

1. Prior to the commencement of any construction, reconstruction or changes to any of the ditches, swales, underground pipes, and/or drainage related facilities, Grantor shall obtain the written approval of the plans from the City Engineer.
2. Grantor shall retain all rights to the use and occupation of its land described in EXHIBIT A, subject to the rights of the Grantee given in this easement; except, however, that Grantor shall not place any permanent structures, trees or berms on said easement. Grantor agrees not to perform any act which may damage the ditches, swales, underground pipes, and/or drainage related facilities, such as but not limited to filling, regrading or construction of surface improvements that obstruct or redirect the flow of water. Maintenance of the easement area shall be the sole responsibility of the Grantor.

3. Grantee City of Rockford shall have the right to clear brush, trees, trash, and other obstructions which may hinder the operation of the ditches, swales, underground pipes, and/or drainage related facilities.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed this 13th day of August, 2003 **NATIONAL ASSOCIATION**
LaSalle Bank N.A. as Successor Trustee to Bank One, Illinois N.A.
Grantor Trustee under Trust No. 3728. AND NOT PERSONALLY

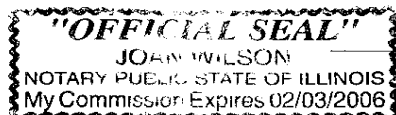

STATE OF ILLINOIS)
COUNTY OF COOK) SS
WINNEBAGO COUNTY)

LaSalle Bank, N.A.
Land Trust Department
2355 S. Arlington Heights Rd.
5th Floor
Arlington Heights, IL 60005

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JANE ZAKRZEWSKI, TRUST OFFICER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she/he signed and delivered the said instrument, as her/his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of August, 2003



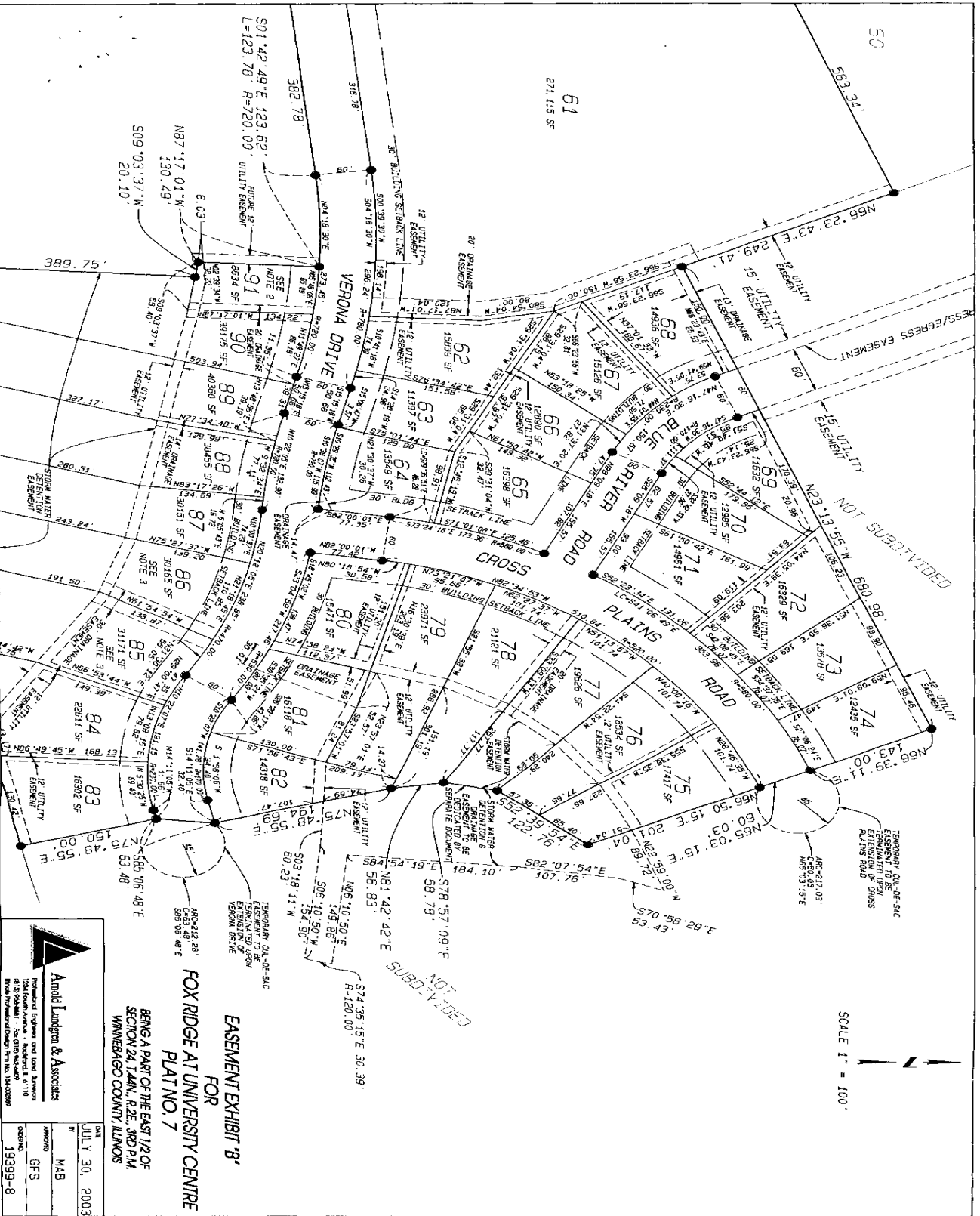

Notary Public

PREPARED BY :
Kathleen Elliott, City Attorney
City of Rockford Department of Law
425 E. State St.
Rockford, Ill. 61104
(815)987-5540

RETURN TO:
City of Rockford Dept. of Law
425 E. State St.
Rockford, Ill. 61104

Exhibit A - Storm Water Detention and Drainage Easement

Part of the Northeast 1/4 of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows: Beginning at the northeast corner of Lot 75 as designated upon Fox Ridge at University Centre Plat No. 7; thence South 66 degrees 50 minutes 15 seconds West 51.04; thence North 22 degrees 59 minutes 00 seconds West 89.72 feet; thence South 70 degrees 58 minutes 29 seconds East 53.43 feet; thence South 82 degrees 07 minutes 54 seconds East 107.76 feet; thence South 84 degrees 54 minutes 19 seconds East 184.10 feet; thence North 06 degrees 10 minutes 50 seconds East 149.86 feet; thence southeasterly, along a non-tangent curve to the right with a radius of 120.00 feet, an arc distance of 30.47 feet (the chord across said curve bears South 74 degrees 35 minutes 15 seconds East 30.39 feet); thence South 06 degrees 10 minutes 50 seconds West 154.90 feet; thence South 03 degrees 18 minutes 11 seconds West 60.23 feet to the north line of Lot 82 in Fox Ridge at University Centre Plat No. 7; thence South 75 degrees 48 minutes 55 seconds West, along said line, 74.69 feet to the northwest corner of said Lot 82; (the following three courses are coincident with the northerly line of Fox Ridge at University Centre Plat No. 7) thence South 81 degrees 42 minutes 42 seconds West 56.83 feet; thence North 78 degrees 57 minutes 09 seconds West 58.78 feet; thence North 52 degrees 39 minutes 54 seconds West 122.76 feet to the point of beginning.



SCALE 1" = 100'

2275
Prepared by the Rock River
Water Reclamation District

Parcel No. 12-24-126-007
168-765K

EASEMENT

RECEIVED
WINNEBAGO CTY RECORDER

DEC 18 2003
TIME 1:00 PM
BY [Signature]

THIS INDENTURE WITNESSETH, That

WHEREAS, the Rock River Water Reclamation District (District) an Illinois unit of local government, located in the County of Winnebago and State of Illinois, is about to cause or authorize the construction of certain sanitary sewers and extensions of existing sewers with fixtures and appurtenances thereto, to be a part of the system of sanitary sewers now constructed and hereafter to be constructed for the purposes of furnishing the means whereby the territory served by said District may dispose of domestic and industrial sewage collected at certain points in said District; and,

WHEREAS, it is necessary for said District to obtain a perpetual easement, privilege, right and authority to construct, reconstruct, repair, maintain and operate said sanitary sewer upon, under and through the premises hereinafter described, as shown upon the plat hereto attached; and,

WHEREAS, the Grantor is the owner in fee simple of the premises through which said sanitary sewer is to be constructed, and is willing to grant a perpetual easement upon, under and through said real estate for the purposes herein specified;

NOW, THEREFORE, in consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, and of the mutual covenants, conditions and agreements herein contained, the Grantor, **LaSalle Bank National Association as Successor trustee to Bank One, Illinois N.A., as Trustee under Trust No. 3728** does hereby give, grant and convey to the Rock River Water Reclamation District the perpetual easement, privilege, right, access and authority to construct, reconstruct, inspect, repair, maintain and operate said sanitary sewer upon, under and through the premises owned by the undersigned Grantor set forth and described as follows, to-wit:

Part of Section Twenty-four (24), Township Forty-four (44) North, Range Two (2) East of the Third (3rd) Principal Meridian, bounded 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, 1327.40 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, 1138.10 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, 3112.11 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, 1303.19 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, 1141.57 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, 2646.48 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.

which sanitary sewer easement centerlines are laid out, set forth and described as follow, to-wit:

EASTERLY EASEMENT

Commencing at the northeast corner of Lot 1 as designated upon University Centre Plat No. 1, the plat of which is recorded in Book 40 of Plats on page 156B in the Recorder's office of Winnebago County, Illinois; thence North 28 degrees 50 minutes 57 seconds West, along the northeasterly line of said Plat No. 1, a distance of 66.00 feet to the northeast corner of said Plat No. 1; thence North 22 degrees 39 minutes 53 seconds West, along the easterly line of Lot 60 as designated upon University Centre Plat No. 6, the plat of which is recorded in Book 43 of Plats on Page 37, a distance of 583.34 feet to the northeast corner of said Lot 60; thence North 66 degrees 23 minutes 43 seconds East, 249.41 feet; thence North 23 degrees 13 minutes 55 seconds West, 680.98 feet; thence North 66 degrees 39 minutes 11 seconds East, 143.00 feet; thence North 65 degrees 03 minutes 15 seconds East, 60.03 feet; thence North 66 degrees 50 minutes 15 seconds East, 201.04 feet; thence South 52 degrees 39 minutes 54 seconds East, 122.76 feet; thence South 78 degrees 57 minutes 09 seconds East, 58.78 feet; thence North 81 degrees 42 minutes 42 seconds East, 56.83 feet; thence North 75 degrees 48 minutes 55 seconds East 194.69 feet; thence South 85 degrees 06 minutes 48 seconds East, 27.37 feet to the **point of beginning**; thence North 12 degrees 08 minutes 22 seconds West 125.68 feet to the point of termination.

WESTERLY EASEMENT

Commencing at the northeast corner of Lot 1 as designated upon University Centre Plat No. 1, the plat of which is recorded in Book 40 of Plats on page 156B in the Recorder's office of Winnebago County, Illinois; thence North 28 degrees 50 minutes 57 seconds West, along the northeasterly line of said Plat No.1, a distance of 66.00 feet to the northeast corner of said Plat No. 1; thence North 22 degrees 39 minutes 53 seconds West, along the easterly line of Lot 60 as designated upon University Centre Plat No. 6, the plat of which is recorded in Book 43 of Plats on Page 37, a distance of 583.34 feet to the northeast corner of said Lot 60; thence North 66 degrees 23 minutes 43 seconds East, 249.41 feet; thence North 23 degrees 13 minutes 55 seconds West, 680.98 feet; thence North 66 degrees 39 minutes 11 seconds East, 143.00 feet; thence North 65 degrees 03 minutes 15 seconds East, 26.33 feet to the **point of beginning**; thence North 21 degrees 20 minutes 54 seconds West, 133.35 feet to the point of termination.

In consideration of the grant of the easement herein contained, the District hereby agrees with the Grantor herein, as follows:

1. That for the period when said sewer is being constructed, the District will use only so much of the premises owned by said Grantor as is reasonably necessary for the purpose of constructing said line, consistent with sound and economical engineering and construction practices

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Ken Staaf, Winnebago County Recorder

for the moving, installation and use of machinery and equipment and excavation and laying of sewers and appurtenances, and backfilling and replacing the soil and material necessarily removed from such excavation; that after the completion of such construction and the restoration of the surface of the ground to its original condition as may be practical, that said District will use only so much of the Grantor's land as is necessary for the purposes of inspection service, maintenance, repair and replacement, and except as herein expressly granted, the Grantor shall retain all right to the use and occupation of said real estate, and such use and occupation shall not be interfered with unnecessarily by any work performed under this grant.

2. That said sanitary sewer shall be constructed either of polyvinylchloride (PVC), concrete or reinforced concrete or other material, whichever the Engineer of the District may deem advisable.

3. That said materials, machinery and equipment used in the construction of said sewer, shall be transported to the site of the work only along the line where said sanitary sewer is being placed, and only for such distance on either side of the center line of the sewer as may be reasonably necessary for the purposes of such construction, and all other portions of the premises owned by the Grantor shall not be used except by permission of the owner.

4. All surface soil and debris excavated from the real estate, hereinbefore referred to in the construction of said work, may be disposed of by the District in the same manner as above specified for the transportation of material to the place of construction. The surface of the ground, all fences and other structures on said premises touched or in any manner altered by the construction of said sewer, shall be restored to the same condition as nearly as may be, as the same existed before the commencement of the work.

5. Grantor hereby agrees that the District shall have the right of access across said premises for the purpose of construction, reconstruction, inspection, repairing, maintaining and operating said sanitary sewer.

6. The District will indemnify and save harmless the Grantor from any injury to persons or loss or damage to personal or real property which said Grantor may suffer, incur or sustain arising proximately from the actions of District or its agents during the performance of work under this grant. Such indemnity and hold harmless is intended to apply only to damages or injuries suffered by Grantor from actions by District or its agent as well as Grantor's liability for actions brought by third parties for damages or injuries arising from actions by District or its agents, and shall not apply to damages or injuries to third parties arising from Grantor's actions or failures to act.

This paragraph shall apply only to actual injuries or damages and not to consequential, remote, speculative or punitive damages.

7. Said Grantor hereby agrees that all connections with said sewer made at any point in the line hereinabove described shall be made in such manner as may be prescribed by the District and under its supervision, and such connections shall be used for the sole purpose of disposing of sewage by District, and not for the removal of storm, surface or ground water.

8. Grantor hereby agrees that construction material, fill, ponds, permanent structures or other encumbrances to construction or maintenance of said sewer shall not be placed on the easement

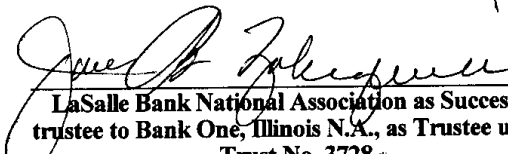
premises or material cut away from the easement premises, either temporarily or permanently, without District permission, which permission shall not be unreasonably withheld.

9. It is agreed that said sewer shall become a part of the sanitary sewer system of the District, and that the District and the corporate authorities of any municipal corporation or authority lying within the District, shall have the right to make connection with said sanitary sewer system at points which may be provided by the District for the reception of sewage.


10. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs and successors of the parties hereto.

IN WITNESS WHEREOF, said Grantor has set ____ hand and seal, and the Rock River Water Reclamation District has caused its name to be hereto subscribed and its corporate seal to be hereto affixed by its proper officers thereunto authorized, this 17th day of December, 2003.

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument


LaSalle Bank National Association as Successor
trustee to Bank One, Illinois N.A., as Trustee under
Trust No. 3728
JANE B. ZAKRZEWSKI Grantor AND NOT PERSONAL
Trust Officer
Rock River Water Reclamation District

By 
President

ATTEST: 
Asst. Clerk

After recording, return to: Mr. Ken Kelley
 Rock River Water Reclamation District
 P.O. Box 7480
 Rockford, IL 61126-7480
 (815) 387-7676

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

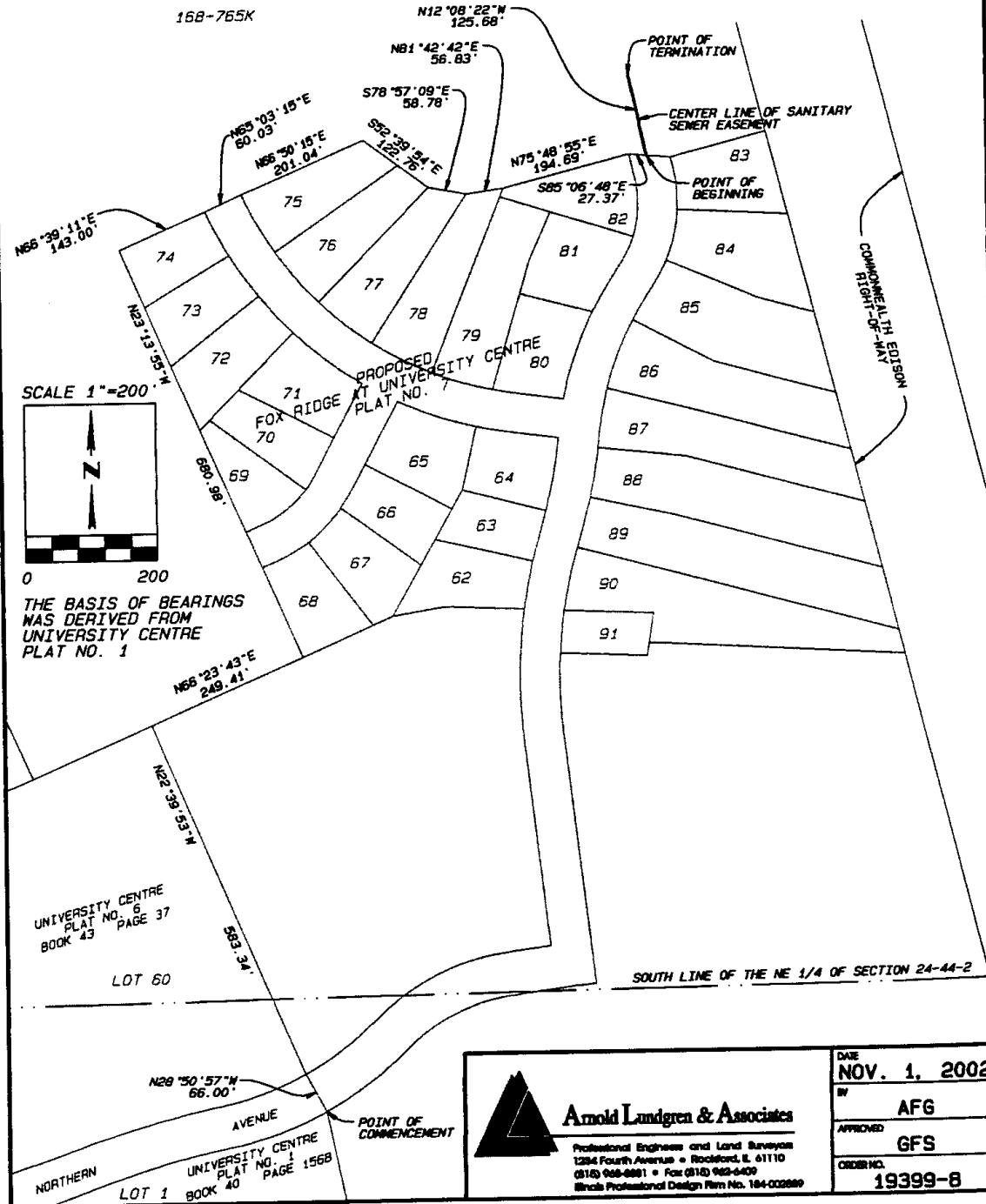
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JANE B. ZAKRZEWSKI ~~owner~~ officer personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument of writing as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of January, 2003.




Notary Public

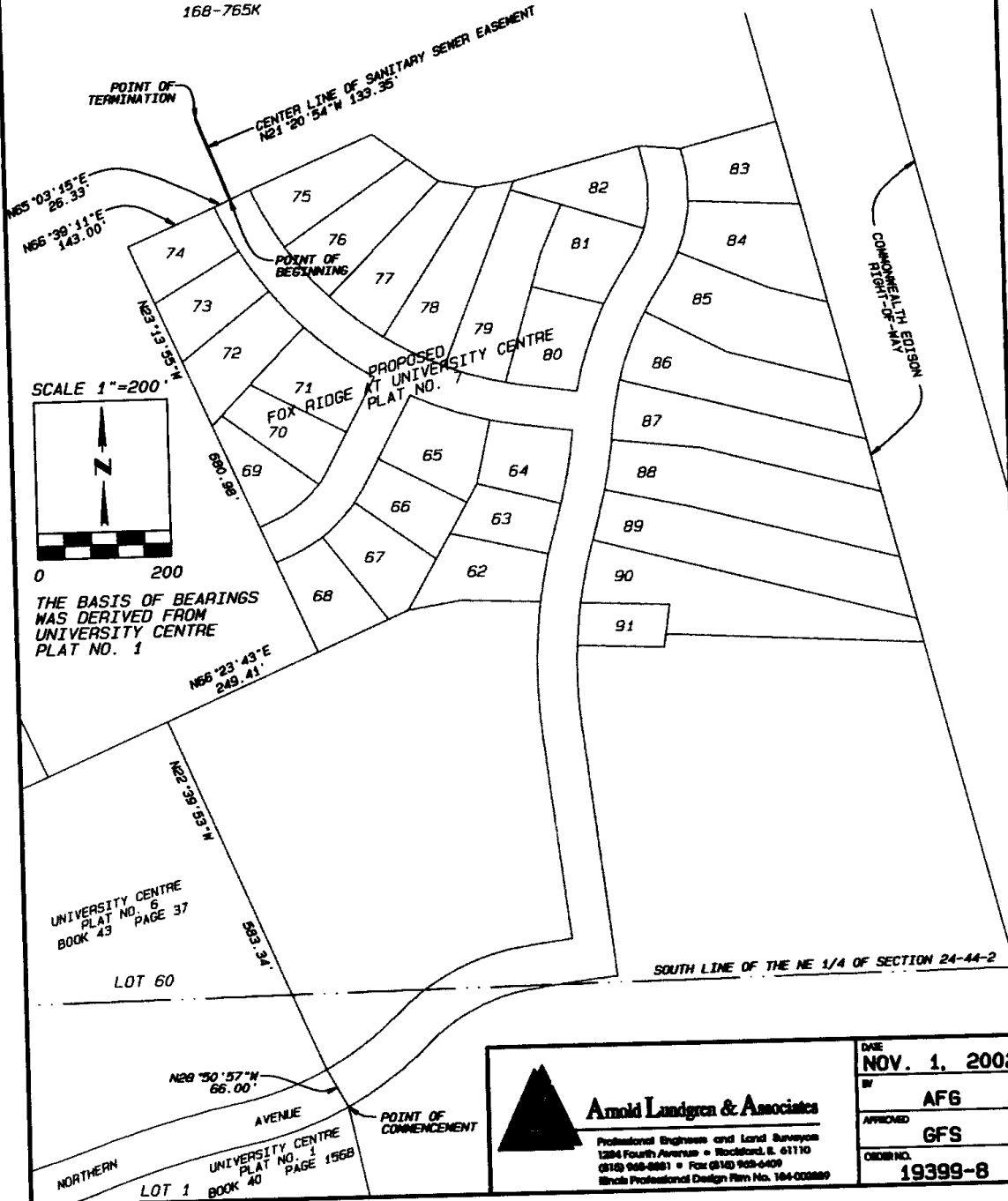
SANITARY SEWER EASEMENT PLAT




 Arnold Lundgren & Associates Professional Engineers and Land Surveyors 1284 Fourth Avenue • Rockford, IL 61110 (815) 966-8881 • Fax (815) 962-6400 Illinois Professional Design Firm No. 184-002889	DATE NOV. 1, 2002
	BY AFG
	APPROVED GFS
	ORDER NO. 19399-8

SANITARY SEWER EASEMENT PLAT

168-765K



 Arnold Lundgren & Associates Professional Engineers and Land Surveyors 1284 Fourth Avenue • Rockford, IL 61110 (815) 968-6881 • Fax (815) 968-6409 Illinois Professional Design Firm No. 184-002889	DATE NOV. 1, 2002
	BY AFG
	APPROVED GFS
	ORDER NO. 19399-8

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

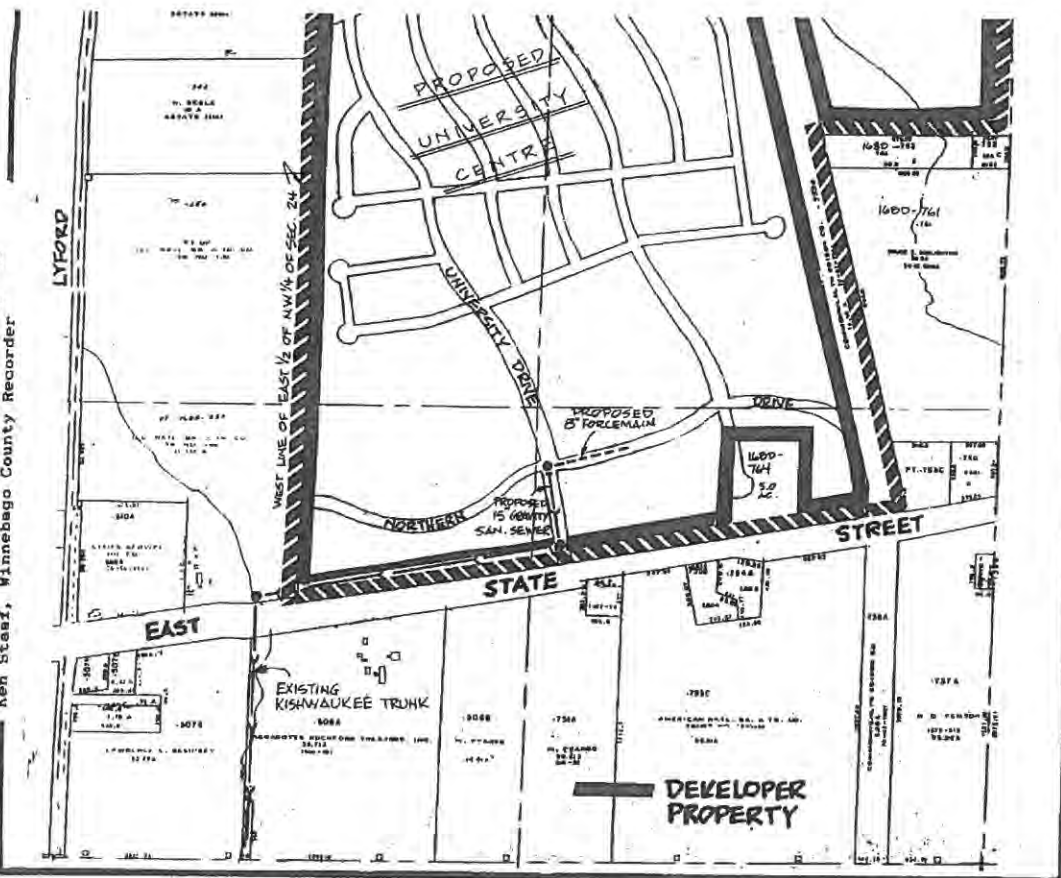


EXHIBIT B

**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.

**Beaver Creek Agreement
Exhibit B — Basin Description**

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	
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	
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	
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	
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	
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	
ZZ.	City of Rockford [QQ*WW]	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

Estimated Costs	
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

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

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.

1 of 1
Ken Staaf
RECEIVED
WINNEBAGO CTY RECORDER

AUG 14 2003
TIME 4pm
BY *[Signature]*

PERPETUAL EASEMENT FOR STORM WATER DRAINAGE

THIS INDENTURE WITNESSETH, THAT:

WHEREAS LaSalle Bank N.A. as Successor Trustee to Bank One, Illinois N.A. as
Trustee under Trust No. 3728 AND NOT PERSONALLY Grantor, owns the land legally described in EXHIBIT
A; and depicted in EXHIBIT B; and **NATIONAL ASSOCIATION**

WHEREAS, it is necessary for the City of Rockford to obtain a perpetual easement to maintain ditches, swales, underground pipes, and drainage related facilities through the premises, hereinafter described in EXHIBIT A attached hereto, which is part of the detention facilities for Grantor's adjoining subdivision; and

WHEREAS, Grantor is willing to grant a perpetual easement for the purposes herein specified;

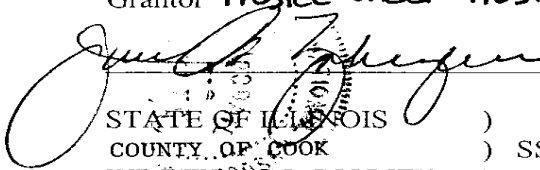
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and other good and valuable considerations, Grantor does hereby GIVE, GRANT AND CONVEY to the City of Rockford, Grantee, its successors and assigns, a perpetual easement to repair, inspect, maintain and operate ditches, swales, underground pipes, and drainage related facilities upon, under and through the premises owned by the Grantor described in EXHIBIT A.

The grant of this easement is subject to the following conditions:

1. Prior to the commencement of any construction, reconstruction or changes to any of the ditches, swales, underground pipes, and/or drainage related facilities, Grantor shall obtain the written approval of the plans from the City Engineer.
2. Grantor shall retain all rights to the use and occupation of its land described in EXHIBIT A, subject to the rights of the Grantee given in this easement; except, however, that Grantor shall not place any permanent structures, trees or berms on said easement. Grantor agrees not to perform any act which may damage the ditches, swales, underground pipes, and/or drainage related facilities, such as but not limited to filling, regrading or construction of surface improvements that obstruct or redirect the flow of water. Maintenance of the easement area shall be the sole responsibility of the Grantor.

3. Grantee City of Rockford shall have the right to clear brush, trees, trash, and other obstructions which may hinder the operation of the ditches, swales, underground pipes, and/or drainage related facilities.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed this 13th day of August, 2003 **NATIONAL ASSOCIATION**
LaSalle Bank N.A. as Successor Trustee to Bank One, Illinois N.A.
Grantor Trustee under Trust No. 3728. AND NOT PERSONALLY


STATE OF ILLINOIS)
COUNTY OF COOK) SS
WINNEBAGO COUNTY)

LaSalle Bank, N.A.
Land Trust Department
2355 S. Arlington Heights Rd.
5th Floor
Arlington Heights, IL 60005

This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JANE ZAKRZEWSKI, TRUST OFFICER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she/he signed and delivered the said instrument, as her/his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of August, 2003



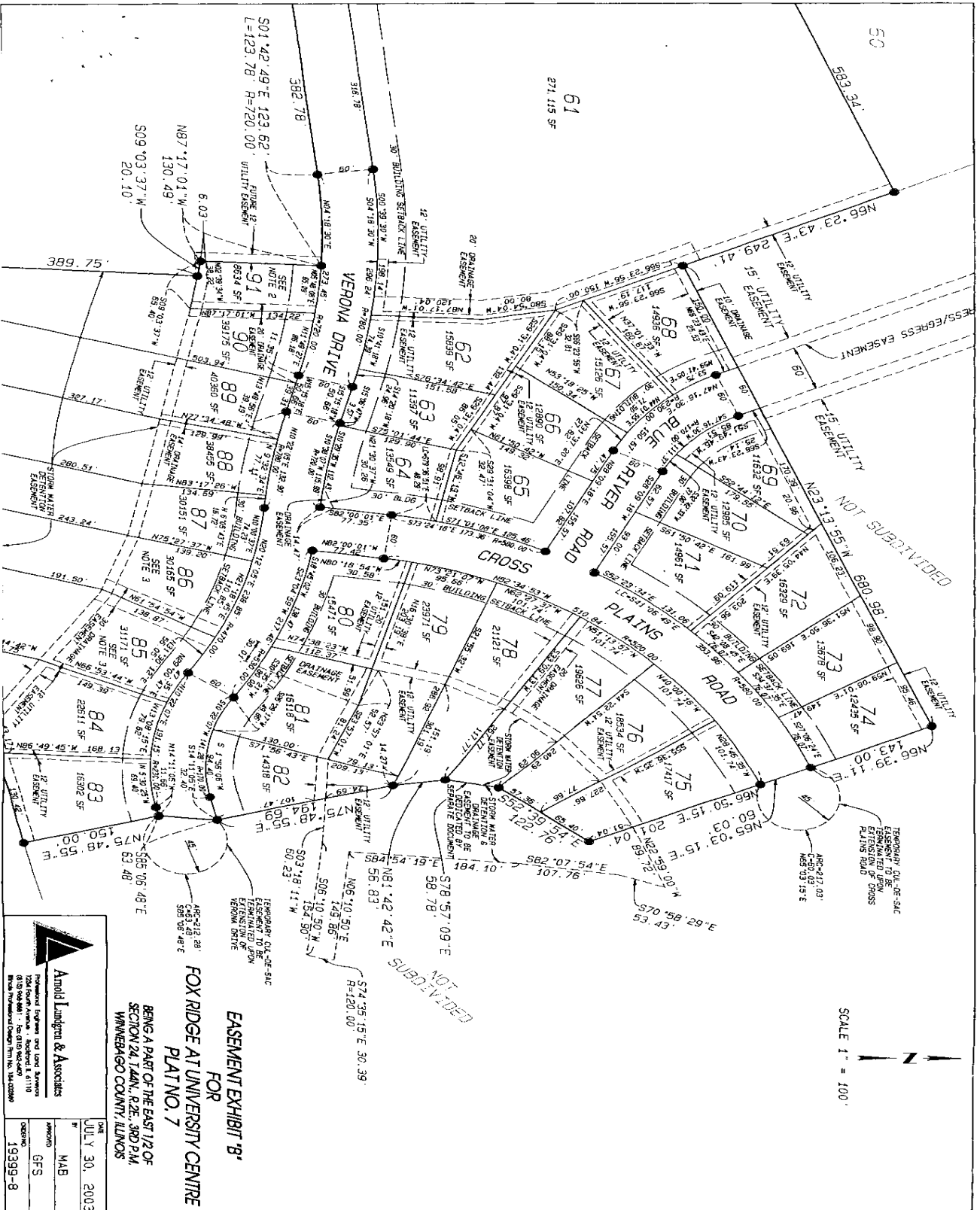

Notary Public

PREPARED BY :
Kathleen Elliott, City Attorney
City of Rockford Department of Law
425 E. State St.
Rockford, Ill. 61104
(815)987-5540

RETURN TO:
City of Rockford Dept. of Law
425 E. State St.
Rockford, Ill. 61104

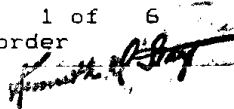
Exhibit A - Storm Water Detention and Drainage Easement

Part of the Northeast 1/4 of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows: Beginning at the northeast corner of Lot 75 as designated upon Fox Ridge at University Centre Plat No. 7; thence South 66 degrees 50 minutes 15 seconds West 51.04; thence North 22 degrees 59 minutes 00 seconds West 89.72 feet; thence South 70 degrees 58 minutes 29 seconds East 53.43 feet; thence South 82 degrees 07 minutes 54 seconds East 107.76 feet; thence South 84 degrees 54 minutes 19 seconds East 184.10 feet; thence North 06 degrees 10 minutes 50 seconds East 149.86 feet; thence southeasterly, along a non-tangent curve to the right with a radius of 120.00 feet, an arc distance of 30.47 feet (the chord across said curve bears South 74 degrees 35 minutes 15 seconds East 30.39 feet); thence South 06 degrees 10 minutes 50 seconds West 154.90 feet; thence South 03 degrees 18 minutes 11 seconds West 60.23 feet to the north line of Lot 82 in Fox Ridge at University Centre Plat No. 7; thence South 75 degrees 48 minutes 55 seconds West, along said line, 74.69 feet to the northwest corner of said Lot 82; (the following three courses are coincident with the northerly line of Fox Ridge at University Centre Plat No. 7) thence South 81 degrees 42 minutes 42 seconds West 56.83 feet; thence North 78 degrees 57 minutes 09 seconds West 58.78 feet; thence North 52 degrees 39 minutes 54 seconds West 122.76 feet to the point of beginning.



711
EASEMENT
GRANT AND
RESTRICTIVE
COVENANT

9969051 11/01/1999 11:22A 1 of 6
Ken Staaf, Winnebago County Recorder



RECEIVED
WINNEBAGO CTY RECORDER

NOV 01 1999

TIME 10 AM
BY MS AM

This Easement Grant is made October 27, 1999, between

Heartland Community Church
of 351 Executive Parkway, Rockford, IL 61107
hereinafter referred to as Grantor

and

Bank One, Illinois, N.A. as Trustee of its Trust No. 3728
of 6000 East State Street, Rockford IL 61107
hereinafter referred to as Grantee

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described on the exhibit attached hereto and hereafter referred to as "Parcel 1";

B. The Grantee is the owner of a tract of land described on the exhibit attached hereto and hereafter referred to as "Parcel 2";

C. The Grantor wishes to grant and the Grantee wishes to receive easements for ingress and egress and for installation of utilities over, under and across that part of Parcel 1 described on the exhibit attached hereto and hereafter referred to as "the Easement Premises", and to restrict a certain part of Parcel 1.

NOW, THEREFORE,

In consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. Grant of Easement. The Grantor hereby grants to the Grantee, its successors and assigns, as an easement appurtenant to Parcel 2, a perpetual easement for ingress and egress over, under and across the easement premises together with a perpetual easement for installation of utilities (by grantee or third parties) within the interior fifteen feet of each side of the easement premises. This easement shall only be effective in the event that Grantor fails to purchase and acquire title to Parcel 2 by December 12, 2001 and shall not be operative until December 13, 2001.

2. Use of Easement Premises. Use of the easement premises is not confined to present uses of Parcel 2, the present activities conducted thereon, or present means of transportation. The installation or maintenance by the Grantee of pipes, conduits, or wires under, upon or over the easement premises is expressly allowed. Exclusive use of the easement premises is not hereby granted. The right to use the easement premises, for ingress or egress is expressly reserved by the Grantor.

3. Restriction. Grantor agrees that from the date of this agreement (notwithstanding that the easement shall not be effective until December 13, 2001), it shall not construct any improvements on Parcel 1 which are within thirty (30) feet on either side of the Easement Premises.

4. Additions to Dominant Tenement. Said easement is also appurtenant to any land that may hereafter come into common ownership with Parcel 2 aforesaid and that is contiguous to Parcel 2. An area physically separated from Parcel 2 but having access thereto by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 2.

5. Division of Dominant Tenement. If Parcel 2 is hereafter divided into two or more parts by separation of ownership or by lease, all parts shall enjoy the benefit of the easement hereby created.

6. Dedication. Grantor agrees that subsequent to December 12, 2001, it shall join with Grantee to cause the center sixty feet of the Easement Premises to be dedicated to and accepted by the City of Rockford as a public roadway, at such time as Grantee shall determine. Grantee shall be responsible for the costs of such dedication.

7. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

8. Termination of Covenant Liability. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

9. Attorneys' Fees. Either party may enforce this instrument by appropriate action, and should either party prevail in such litigation, the prevailing party shall recover as part of its costs a reasonable attorneys' fee.

10. Construction. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

11. Notice. Either party may lodge written notice of change of address with the other. All notices shall be sent by United States mail to the addresses first noted above and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the United States Post Office receptacle shall be evidence of such mailing.

12. Release of Easement. The Grantee herein may terminate this instrument by recording a release in recordable form with directions for delivery of same to Grantor at its last address given pursuant hereto whereupon all rights, duties, and liabilities hereby created shall terminate. For convenience, such instrument may run to "the owner or owners and parties interested" in Parcel 1.

13. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee and that no personal liability or personal responsibilities is assumed by nor shall at any time be asserted or enforceable against the Trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the Grantor and the Grantee have hereunder set their hands and seals the day and year first set forth above.

Grantor:

Heartland Community Church

By: Mark Bankord

Mark Bankord
Its Chairman

Grantee:

Bank One, Illinois, N.A.
As Trustee of Trust No. 3728

By: Vicki L. Berman

~~Trust Officer~~ CLIENT SERVICE SUPERVISOR

Prepared by and Return to:

Bruce Ross-Shannon
McGreevy, Johnson & Williams, P.C.
6735 Vistagreen Way
Rockford, Illinois 61132-2903
(815) 639-37090
00216875.WPD

EXHIBIT

PARCEL I

Lots Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39) and Forty (40) as designated upon University Centre, Plat No. 3, being a Subdivision of part of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 41 of Plats on Page 39A in the Recorder's Office of Winnebago County, Illinois and Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) as designated upon University Centre, Plat No. 2, being a Subdivision of part of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 40 of Plats on Page 185A in said Recorder's Office.

ALSO

Part of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows: Beginning at the Southeast corner of said Lot 36; thence North 23°-36'-17" West, along the East line of said Plat No. 3, a distance of 210.00 feet to its intersection with the North line of Blue River Road as now laid out and used; thence South 66°-23'-43" West, along the North line of said Blue River Road, 35.96 feet to the Southeast corner of said Lot 35; thence North 23°-36'-17" West, along the East line of said Lot 35, a distance of 150.00 feet; thence South 66°-23'-43" West, along the North lines of said Lots 35, 34, 33, 32 and 31, a distance of 478.26 feet to the Southeast corner of said Lot 17; thence North 23°-36'-17" West, along the East line of said Lot 17, a distance of 150.00 feet to its intersection with the South line of Rubicon Trail as now laid out and used; thence North 00°-42'-48" East, along the East line of said Plat No. 2, a distance of 65.84 feet to the Southeast corner of said Lot 16; thence North 25°-53'-33" West, 105.50 feet; thence North 22°-41'-47" West, 68.18 feet; thence North 20°-11'-13" West, 68.18 feet; thence North 17°-40'-40" West, 68.18 feet; thence North 15°-11'-25" West, 66.99 feet; thence North 12°-43'-30" West, 66.99 feet to the Northeast corner of said Lot 11 (the last 6 previous calls being along the Easterly line of said Plat No. 2); thence South 78°-30'-27" West, along the North line of said Plat No. 2 and along the Westerly extension of said North line, 511.06 feet; thence North 89°-25'-47" West, 348.82 feet to its intersection with the West line of the East Half of the Northwest Quarter of said Section 24; thence North 00°-34'-13" East, along the West line of the East Half of the Northwest Quarter of said Section 24, a distance of 1629.34 feet to its intersection with the North line of the Northwest Quarter of said Section 24; thence North 89°-16'-56" East, along the North line of the Northwest Quarter of said Section 24, a distance of 1327.40 feet to the Northeast corner of the Northwest Quarter of said Section 24; thence South 00°-33'-32" West, along the East line of the Northwest Quarter of said Section 24, a distance of 519.66 feet; thence South 26°-58'-52" East, 859.14 feet; thence South 23°-13'-55" East, 900.04 feet; thence South 66°-23'-43" West, 447.58 feet to the point of beginning. Situated in the County of Winnebago and the State of Illinois.

At the 31-40 University Center #3. At 168-431 thru pt 168-440
At the 11-17 University Center #2 At 168B111 thru pt 168B117

Ken Staaf

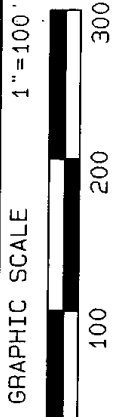
At NW 1/4 24-44-2 }
At NE 1/4 24-44-2 }
At 168-765D

PARCEL II

Part of Section Twenty-four (24), Township Forty-four (44) North, Range Two (2) East of the Third Principal Meridian, bounded and described as follows, to wit: Commencing at the Southeast corner of Lot 36 as designated upon University Centre, Plat No. 3, being a Subdivision of part of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 41 of Plats on Page 39A in the Recorder's Office of Winnebago County, Illinois; thence North $66^{\circ}-23'-43''$ East, 447.58 feet to the point of beginning for the following described Parcel: thence North $23^{\circ}-13'-55''$ West, 900.04 feet; thence North $26^{\circ}-58'-52''$ West, 859.14 feet to its intersection with the West line of the Northeast Quarter of said Section 24; thence North $00^{\circ}-33'-32''$ East, along the West line of the Northeast Quarter of said Section, 519.66 feet to the Northwest corner of the Northeast Quarter of said Section 24, thence North $89^{\circ}-07'-11''$ East, along the North line of the Northeast Quarter of said Section 24, a distance of 1138.10 feet to its intersection with the Westerly line of premises conveyed to Commonwealth Edison Company, recorded on Microfilm No. 70-02-1554 in said Recorder's Office; thence South $00^{\circ}-37'-20''$ West, 100.00 feet; thence South $14^{\circ}-11'-05''$ East, 1724.22 feet, (the last two previous calls being along the Westerly line of said premises so conveyed to Commonwealth Edison Company as aforesaid); thence South $66^{\circ}-23'-45''$ West, 894.49 feet; to the point of beginning. Situated in the County of Winnebago and the State of Illinois.

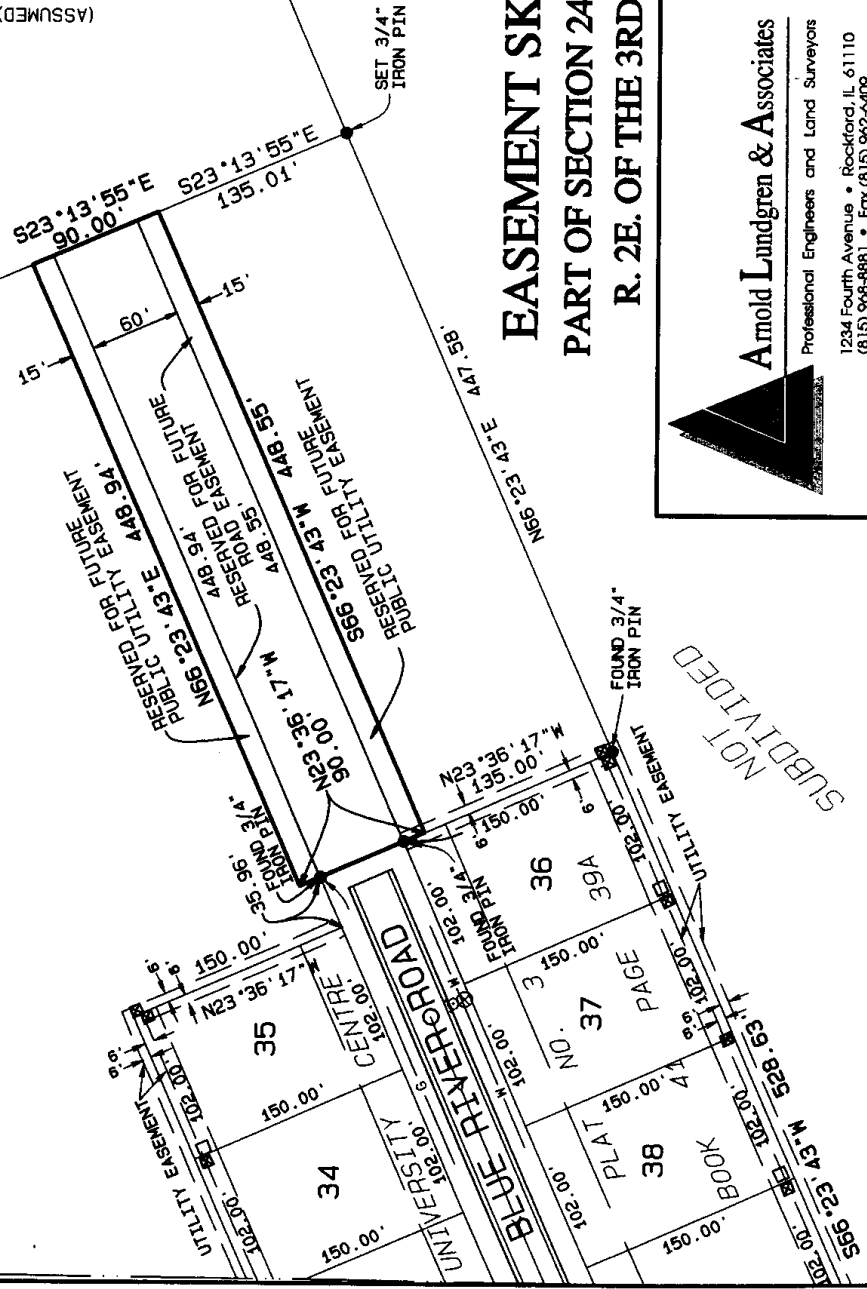
EASEMENT PREMISES

Part of Section Twenty-four (24), Township Forty-four (44) North, Range Two (2) East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southeast corner of Lot Thirty-six (36) as designated upon University Centre Plat No. 3, being a Subdivision of part of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 41 of Plats on page 39A in the Recorder's Office of Winnebago County, Illinois; thence North $23^{\circ}36'17''$ West, along the Easterly line of said Lot 36, a distance of 135.00 feet to the point of beginning for the following described Easements, thence continuing North $23^{\circ}36'17''$ West, 90.00 feet; thence North $66^{\circ}23'43''$ East, 448.94 feet, thence South $23^{\circ}13'55''$ East, 90.00 feet; thence South $66^{\circ}23'43''$ West, 448.55 feet to the point of beginning. Situated in the County of Winnebago and the State of Illinois.



NOT
SUBDIVIDED

(ASSUMED)



EASEMENT SKETCH
PART OF SECTION 24, T. 44N.,
R. 2E. OF THE 3RD. P.M.

DATE OCT. 22, 1999	
BY JMP	APPROVED DLK
ORDER NO. 21256	

Arnold Lundgren & Associates
Professional Engineers and Land Surveyors
1234 Fourth Avenue • Rockford, IL 61110
(815) 968-8881 • Fax (815) 962-6409

NOT
SUBDIVIDED

40.75
DECLARATION
OF COVENANTS
AND
RESTRICTIONS
FOR LOTS 93
THROUGH 118
OF FOX RIDGE
AT UNIVERSITY
CENTRE PLAT
NO. 10

40⁷⁵
✓ 2262
LUP
RECEIVED
WINNEBAGO COUNTY RECORDER

AUG 31 2005

TIME 11 AM

BY MJR

This Declaration (the "Declaration") is made this 22nd day of August, 2005, by LaSalle Bank, National Association, 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"). ^{May 1, 1973}

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 93 through 118 of Fox Ridge at University Centre Plat No. 10 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:

0551696 08/31/05 01:17P 1 of 9 RHSPS:310
Ken Staaf, Winnebago County Recorder

1.1 "Declarant" shall mean and refer to LaSalle Bank, National Association, 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)

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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

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.

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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

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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.

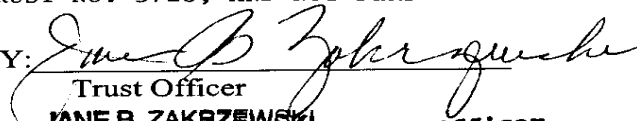
5.7 Notwithstanding anything herein to the contrary, either or both Declarant and Developer, as Declarant and Developer in their sole discretions may determine, hereby reserve the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interests 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, National Association, 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.

IN WITNESS WHEREOF, LaSalle Bank, National Association, 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 Trust Officer as of the day and year first above written.

LaSalle Bank, National Association, as Successor Trustee, U/T/A DATED MAY 1, 1973, AND KNOWN AS TRUST NO. 3728, AND NOT PERSONALLY

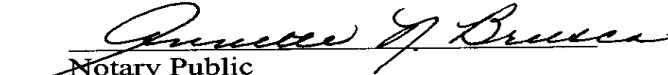
BY:


Trust Officer
JANE B. ZAKRZEWSKI Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, as Notary Public in and for the County in the State aforesaid, DO
HEREBY CERTIFY that JANE B. ZAKRZEWSKI, the Trust Officer of
LaSalle Bank, National Association, who is personally known to me to be the same person
whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before
me this day in person and acknowledged that he/she signed and delivered said instrument as
his/her 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 2ND day of August, 2005.


Notary Public

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



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EXHIBIT A

Lots 93 through 118 as designated on Fox Ridge at University Centre Plat No. 10, being a subdivision of part of the Northeast Quarter of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, Winnebago County, Illinois, the plat of which subdivision was recorded July 5, 2005, in Book 45 of Plats, page 152, as document number 0538435 in the Recorder's Office of Winnebago County, Illinois.

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Ken Staaf, Winnebago County Recorder

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GRANT OF EASEMENT

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Ken Staaf, Winnebago County Recorder

Ken Staaf

The Grantor(s) CHICAGO TITLE
LAND TRUST COMPANY, AS
SUCCESSOR TRUSTEE OF TRUST NO.
3728, 85 WEST ALGONQUIN ROAD,
ARLINGTON HEIGHTS, IL 60005 in

consideration of the sum of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby give(s) and grant(s) to COMMONWEALTH EDISON COMPANY, an Illinois Corporation, its licensees, successors and assigns, an easement to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, wires, cables, conduits, manholes, transformers, pedestals and other facilities used in connection with overhead and

underground transmission and distribution of electricity, sounds and signals, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clear all obstructions from the surface and subsurface as may be required incident to the grant herein given, in, over, under, across, along and upon the surface of property situated in Section 24, Township 44 North, Range 2, East of the Third Principal Meridian in WINNEBAGO County, Illinois, described below. No structures or obstructions shall be placed over Grantee facilities or in, upon or over the Easement Area by Grantor without prior written consent of the Grantee. After installation of any facilities by Grantee, the grade of the property shall not be altered in a manner so as to interfere with the operation and maintenance thereof.

An Easement Area as depicted on the sketch labeled Exhibit "A", legally described on Exhibit "B", all attached hereto and made a part hereof the Property of the Grantor legally described as follows:

FOX RIDGE AT UNIVERSITY CENTER PLAT NO. 10, BEING PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN IN ROCKFORD, ILLINOIS IN WINNEBAGO COUNTY, ILLINOIS.

DEED DOC. NO.:

PROPERTY ADDRESS: FOX RIDGE AT UNIVERSITY CENTRE PLAT NO. 10
ROCKFORD, ILLINOIS

P.I.N.: 12-24-253-007
12-24-203-008
12-24-201-003

P.L. 324242

Complete the Appropriate Acknowledgment on Next Page

The Grantor represents and warrants to the Grantee that Grantor is the true, lawful and sole owner of the Property and has full right and power to grant and convey the rights conveyed herein.

MAK TO: This instrument prepared by Diane L. Fielding, 123 Energy Ave., Rockford, Illinois 61109, on behalf of Commonwealth Edison Company.

For Corporate or Trust Signature

TO LASALLE BANK NATIONAL ASSOCIATION, U/T/A DATED MAY 1, 1973, & KNOWN AS TR. 3728
IN WITNESS WHEREOF, the Grantor CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR
TRUSTEE*OF TRUST NO. 3728, 85 WEST ALGONQUIN ROAD, ARLINGTON HEIGHTS, IL
60005 has caused this instrument to be executed on its behalf and its corporate seal to be
affixed hereto this 24th day of May, 2006.

ATTEST:

JANE B. ZAKRZEWSKI Secretary (Trust Officer)

Attestation not required
pursuant to corporate by-laws.

If grantor is a corporation or trust, complete the following:

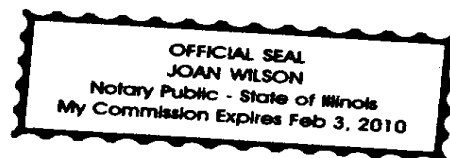
State Of IL I, the undersigned, a Notary Public in and for the said County and
County Of COOK State aforesaid, do hereby certify that JANE ZAKRZEWSKI
(TRUST OFFICER ~~XXXXXXXXXX~~) (Trust Officer) of the CHICAGO TITLE LAND TRUST COMPANY
and AS TRUST OFFICER ~~XXXXXXXXXX~~ of said corporation, personally known
to me to be the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that they signed and delivered said
instrument as their own free and voluntary act and as the free and voluntary act of said
corporation for the uses and purposes therein set forth; and the said
TRUST OFFICER Secretary then and there acknowledged that he/she, as custodian of the seal
of said corporation, did affix the seal to the foregoing instrument as his/her free and
voluntary act and the free and voluntary act of said corporation, for the uses and purposes
therein set forth.

GIVEN under my hand and NOTARIAL SEAL this 24th day of March, 2006.

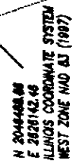
Notary Public

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Joan Wilson



NOT SUBMITTED



EASEMENT SKETCH

DATED: JANUARY 26, 2006

**UTILITY EASEMENT PLAT FOR
FOX RIDGE AT**

UNIVERSITY CENTRE PLAT NO. 10

PART OF THE NORTHEAST 1/4 OF SECTION 24,
TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE
THIRD PRINCIPAL MERIDIAN
ROCKFORD, ILLINOIS - WINNEBAGO COUNTY

EXHIBIT "B"

Legal Descriptions for Utility Easements:

Easement Parcel 1

Part of the Northeast 1/4 of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows: Beginning at the northeast corner of Lot 100 as designated upon Fox Ridge at University Centre Plat No. 10, the plat of which is recorded in Book 45 of Plats on page 152 in the Recorder's Office of Winnebago County, Illinois; thence South 64 degrees 38 minutes 34 seconds West, along the northerly line of said Lot 100, a distance of 119.11 feet to the northeasterly line of an existing utility easement; thence North 32 degrees 03 minutes 32 seconds West, along said line, 6.04 feet to a line which is 6.00 feet perpendicularly distant northerly from the north line of said Lot 100; thence North 64 degrees 38 minutes 34 seconds East, along said line, 120.09 feet to the westerly line of New Glarus Road as designated upon Fox Ridge at University Centre Plat No. 10; thence southeasterly, along said line and along a curve to the right with a radius of 280.00 feet, an arc distance of 6.01 feet (the chord across said curve bears South 22 degrees 41 minutes 45 seconds East, 6.01 feet); situated in the City of Rockford, County of Winnebago and State of Illinois.

Easement Parcel 2

The southerly 6.00 feet of Lot 94 as designated upon Fox Ridge at University Centre Plat No. 10, the plat of which is recorded in Book 45 of Plats on page 152 in the Recorder's Office of Winnebago County, Illinois, excepting therefrom the westerly 12.00 feet previously dedicated as a utility easement; situated in the City of Rockford, County of Winnebago and State of Illinois.

Easement Parcel 3

The southerly 6.00 feet of Lot 108 as designated upon Fox Ridge at University Centre Plat No. 10, the plat which is recorded in Book 45 of Plats on page 152 in the Recorder's Office of Winnebago County, Illinois, excepting therefrom the easterly 12.00 feet previously dedicated for a utility easement; situated in the City of Rockford, County of Winnebago and State of Illinois.