

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

**Title Underwriters Agency**

**File Number: WW265725**

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## **Auction Tract 8 (Winnebago County, Illinois)**

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*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: WW265725  
Issuing Office File Number: WW265725  
Property Address: State Street, Rockford, IL 61107

Revision Number: 3/19/2019 TR Updated; 3/27/19 TR 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 and Successor Trustee to LaSalle Bank National Association as Successor Trustee to Bank One Illinois National Association as Trustee under Trust #3728
5. The Land is described as follows:  
  
SEE EXHIBIT A ATTACHED HERETO

**Title Underwriters Agency**

By: \_\_\_\_\_

**Authorized Signatory**

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

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Commitment No. WW265725

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. WW265725

**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. WW265725

**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.  
  
P.I.N. Number: 12-24-402-002 (2017 \$565.12)  
Lot Dimensions 18.98 acres  
Township Rockford
8. Unrecorded leases, if any, and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
9. Title to that part of insured premises that may be within the bounds of any road, highway, street or alley.
10. Perpetual Easement for Water Main as contained in instrument recorded August 10, 1990 on Microfilm No. 9025-1154.
11. Grant of Easement to Commonwealth Edison Company, an Illinois Corporation recorded January 21, 2004 as Document No. 0404551.
12. Grant of Easement to Commonwealth Edison Company, an Illinois Corporation recorded January 21, 2004 as Document No. 0404552.
13. Terms, powers, provisions and limitations of the trust under which title to the land is held.
14. Easement to the Rock River Water Reclamation District of Illinois dated October 25, 2000 as Document No. 0054275.
15. Agreement for Sewer Extension, Cost Sharing and Reimbursement as contained in instrument recorded as Document No. 9514661.

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Commitment No. WW265725

## EXHIBIT A

A parcel of land being located in part of the East Half of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, described as follows:

Beginning at the Southeast corner of Lot 1 as designated upon Fox Ridge at University Centre Plat No. 1, being a subdivision of part of the South Half of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the plat of which subdivision was recorded March 1, 1996 as Document No. 9609826 in the Recorder's Office of Winnebago County, Illinois; thence North 13 degrees 03 minutes 43 seconds West along the East line of said Lot 1, a distance of 643.13 feet to the Northeast corner thereof, said point also lying in the Southerly line of a public road designated Northern Avenue as depicted upon Fox Ridge at University Centre Plat No. 7, being a subdivision of part of the East Half of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the plat of which subdivision was recorded August 13, 2003 as Document No. 0375804 in said Recorder's Office; thence Easterly along the Southerly line of said Northern Avenue, along a circular curve to the left whose radius is 530.00 feet and whose center lies to the North, the long chord of which curve bears North 51 degrees 27 minutes 59 seconds East, a chord distance of 156.37 feet; thence continuing Easterly along the Southerly line of said Northern Avenue, along a circular curve to the left whose radius is 272.00 feet and whose center lies to the South, the long chord of which curve bears North 61 degrees 09 minutes 15 seconds East, a chord distance of 170.36 feet; thence continuing Easterly along the Southerly line of said Northern Avenue, along a circular curve to the right whose radius is 2,270.00 feet and whose center lies to the South, the long chord of which curve bears North 81 degrees 10 minutes 12 seconds East, a chord distance of 135.69 feet to the East line of a public road designated Verona Drive as depicted upon said Fox Ridge at University Centre Plat No. 7; thence North 7 degrees 53 minutes 15 seconds West along the East line of said Verona Drive, a distance of 382.63 feet; thence Northerly along the Easterly line of said Verona Drive, along a circular curve to the right whose radius is 720.00 feet and whose center lies to the East, the long chord of which curve bears North 2 degrees 57 minutes 46 seconds West, a chord distance of 123.77 feet to the Southwest corner of Lot 91 as designated upon said Fox Ridge at University Centre Plat No. 7; thence South 88 degrees 31 minutes 36 seconds East along the South line of said Lot 91, a distance of 130.56 feet to the Southeast corner thereof; thence North 7 degrees 49 minutes 02 seconds East along the East line of said Lot 91, a distance of 20.10 feet to the South line of Lot 90 as designated upon said Fox Ridge at University Centre Plat No. 7; thence South 87 degrees 54 minutes 24 seconds East along the South line of said Lot 90, a distance of 389.79 feet to a point in the Westerly line of the premises conveyed by Arthur H. Weaver and Nina B. Weaver to Commonwealth Edison Co. by Warranty Deed recorded February 6, 1970 as Microfilm No. 70-02-1554, Document No. 1228222 in said Recorder's Office; thence South 15 degrees 25 minutes 45 seconds East along the Westerly line of said premises conveyed by Arthur H. Weaver and Nina B. Weaver to Commonwealth Edison Co., a distance of 1006.56 feet; thence South 0 degrees 45 minutes 50 seconds East along the Westerly line of said premises conveyed by Arthur H. Weaver and Nina B. Weaver to Commonwealth Edison Co., a distance of 137.22 feet to the North Line of the premises conveyed to the Illinois Department of Transportation by Final Judgement Order in Eminent Domain Case No 1987-ED-000002; thence South 78 degrees 04 minutes 10 seconds West along the North line of said premises conveyed to the Illinois Department of Transportation, a distance of 59.92 feet; thence South 75 degrees 13 minutes 52 seconds West along the North line of said premises conveyed to the Illinois Department of Transportation, a distance of 362.22 feet to point in the East line of the premises conveyed by Wilfred L. Anderson, as Trustee of Anderson Trust No. WLA 97-1 and Helen E. Anderson, as Trustee of Anderson Trust No. HEA 97-2 to Belvidere National Bank and Trust as Trustee of Trust No. 1249 by Deed in Trust recorded October 14, 1999 as Document No. 9965923 in said Recorder's Office; thence North 0 degrees 43 minutes 50 seconds West along the East line of said premises so conveyed, a distance of 492.46 feet to the Northeast corner thereof; thence South 89 degrees 17 minutes 05 seconds West along the North line of said premises so conveyed, a distance of 394.29 feet to the Northwest corner thereof; thence South 0 degrees 46 minutes 20 seconds East along the West line of said premises so conveyed, a distance of 570.44 feet to the North line of said premises conveyed to the Illinois Department of Transportation; thence South 79 degrees 10 minutes 01 second West along the North line of said premises conveyed to the Illinois Department of Transportation, a distance of 195.53 feet to the Point of Beginning, all being situated in the County of Winnebago and the State of Illinois.

1891196

Document No.

Filed for Record in Recorder's Office of Winnebago County, Illinois

August 6, 1990 8:44 AM

Micro File Number 90-25-1154

Eugene R. Quinn  
RECORDER

EAST STATE STREET WATER MAIN  
FIRST NATIONAL BANK  
& TRUST CO. OF ROCKFORD  
TRUSTEE OF TRUST NO. 3728  
PARCEL 3

PERPETUAL EASEMENT FOR WATER MAIN

WHEREAS, the City of Rockford, a municipal corporation, located in the County of Winnebago and State of Illinois, will install a water main for the purpose of improving water flow and pressure for the area.

WHEREAS, it is necessary for the City to obtain a perpetual easement to construct the water main through the premises, hereinafter described and

WHEREAS, the Grantor is the owner in fee simple of the premises through which said water main is to be constructed and is willing to grant a perpetual easement for the purposes herein specified;

NOW, THEREFORE, in consideration of One Dollar, receipt of which is hereby acknowledged, and other good and valuable considerations, the Grantor does hereby GIVE, GRANT AND CONVEY to the CITY OF ROCKFORD, a municipal corporation, a perpetual easement to construct, repair, inspect, maintain and operate said water main upon, under and through the premises owned by the undersigned Grantor, as follows, to-wit:

(See Legal Description on Reverse Side)

In consideration of the grant of the easement, the CITY OF ROCKFORD agrees as follows:

1. All excess soil and debris excavated during construction will be disposed of by the City. The surface of the ground shall be restored to the same condition as nearly as may be, as existed before the commencement of the work.

2. The City of Rockford will indemnify and save the Grantor harmless from any loss, damage or expense or any legal liability which said Grantor or said City of Rockford may become liable, growing out of any injury to persons or to real or personal property caused by any of the work performed under this grant.

3. The Grantor agrees not to use or allow use of the land, which is the subject of this grant, in a manner as to violate health regulations pertaining to water mains, now or hereafter in effect.

IN WITNESS WHEREOF, said Grantor has caused this Indenture to be signed and its corporate seal affixed by its proper duly authorized officers, as of the 2nd day of August, 1990.

FIRST NATIONAL BANK & TRUST CO.  
OF ROCKFORD

BY: [Signature]  
First Vice President

ATTEST: [Signature]  
Secretary  
LAND TRUST SPECIALIST

PARCEL 3

First National Bank & Trust Co.  
of Rockford - Trust No. 3728

LEGAL DESCRIPTION:

Part of the East Half (1/2) of Section 24 and part of the East Half (1/2) of the West Half (1/2) of Section 24, all in Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the North-west corner of the Southwest Quarter (1/4) of said Section 24; thence South 00°-31'-42" West, on the West line of said Quarter (1/4) Section, a distance of 1412.52 feet to the centerline of U.S. Business Route 20 (F.A. Route 6); thence North 80°-26'-04" East, along said centerline, a distance of 1348.10 feet, to the West line of the East Half (1/2) of the West Half (1/2) of said Section 24; thence North 00°-32'-46" East, along aforesaid line, a distance of 66.02 feet to the North line of U.S. Business Route 20 (F.A.P. Route 517), and the point of beginning of the following described premises, to-wit: thence North 80°-26'-04" East, along the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 1303.36 feet; thence North 74°-43'-26" East, along the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 100.50 feet; thence North 80°-26'-04" East, along the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 600.0 feet; thence South 85°-31'-46" East, along the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 103.08 feet; thence North 80°-26'-04" East, along the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 350.0 feet; thence South 9°-33'-56" East, a distance of 17.0 feet to the North line of U.S. Business Route 20 (F.A. Route 6); thence North 80°-26'-04" East, along the North line of said U.S. Business Route 20 (F.A. Route 6), a distance of 200.0 feet; thence North 65°-04'-42" East, a distance of 83.08 feet; thence North 80°-26'-04" East, a distance of 45.0 feet; thence Northeasterly, along a circular curve to the left, having a radius of 42,281.71 feet, to a point (the chord across said curved course bears North 80°-23'-01" East, a distance of 74.80 feet); thence North 76°-28'-04" East, along the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 400.14 feet; thence North 79°-15'-16" East, along the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 59.86 feet to the Westerly line of premises conveyed to Commonwealth Edison Co. as recorded in Microfilm No. 70-02-1554 in the Recorder's Office of Winnebago County, Illinois; thence North 00°-29'-13" East, along the Westerly line of aforesaid premises, so conveyed, a distance of 20.39 feet; thence South 79°-15'-16" West, parallel with the North line of said U.S. Business Route No. 20 (F.A.P. Route 517), a distance of 64.31 feet; thence South 76°-28'-04" West, parallel with the North line of said U.S. Business Route No. 20 (F.A.P. Route 517), a distance of 399.29 feet; thence Westerly, along a circular curve to the right, having a radius of 42,261.71 feet, to a point (the chord across said curved course bears South 80°-23'-01" West, a distance of 74.77 feet); thence South 80°-26'-04" West, a distance of 47.70 feet; thence South 65°-04'-42" West, a distance of 83.08 feet; thence South 80°-26'-04" West, a distance of 197.30 feet; thence North 9°-33'-56" West, a distance of 17.0 feet; thence South 80°-26'-04" West, parallel with the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 349.11 feet; thence North 85°-31'-46" West, parallel with the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 103.08 feet; thence South 80°-26'-04" West, parallel with the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 601.89 feet; thence South 74°-43'-26" West, parallel with the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 100.50 feet; thence South 80°-26'-04" West, parallel with the North line of said U.S. Business Route 20 (F.A.P. Route 517), a distance of 1300.79 feet to the West line of the East Half (1/2) of the West Half (1/2) of said Section 24; thence South 00°-32'-46" West, along aforesaid line a distance of 20.32 feet to the point of beginning.



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WINNEBAGO )

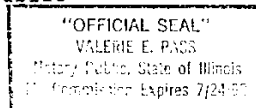
I, the undersigned, a Notary Public in  
and for said County, in the State aforesaid, do hereby certify  
that Gregory G. Downey & ALICE M. LEANDER,  
of First National Bank & Trust Company of Rockford, under Trust  
#3728, personally known to me to be the same person(s) whose  
name(s), subscribed to the foregoing instrument as such  
Assistant Vice President and LAND TRUST SPECIALIST, appeared before  
me this day in person and severally acknowledged that they  
signed, sealed and delivered said instrument as their Free  
and voluntary act and as the free and voluntary act of the said  
First National Bank & Trust Company of Rockford, as Trustee, for  
the uses and purposes therein set forth, pursuant to authority  
given by the Board of Directors of said corporation and caused  
the corporate seal of said corporation to be thereunto attached.

Given under my hand and notary seal this 2 day  
of August, 1990.

Valerie E. Pass  
Notary Public

Prepared By:

Ronald N. Schultz, City Attorney  
City of Rockford Dept. of Law  
425 East State Street  
Rockford, Illinois 61104



Return To:

Mark Rose, Property Acquisition Officer  
City of Rockford Department of Law  
425 East State Street, Suite 606  
Rockford, Illinois 61104

MR:bjb

7/17/90

This instrument is executed by First National Bank and Trust Com-  
pany of Rockford, not personally but solely as Trustee, as  
aforesaid. All the covenants and conditions to be performed here-  
under by First National Bank and Trust Company of Rockford are  
undertaken by it as Trustee, as aforesaid and not individually,  
and no personal liability shall be asserted or be enforceable  
against First National Bank and Trust Company of Rockford by  
reason of any of the covenants, statements, representations or war-  
ranties contained in this instrument.

187K  
WOD 34766  
GRANT OF EASEMENT

0404551 01/21/2004 01:21P 1 of  
Ken Staaf, Winnebago County Recorder

The Grantor(s) LASALLE BANK  
NATIONAL ASSOCIATION,  
SUCCESSOR TRUSTEE TO BANK ONE  
ILLINOIS, NA, AS TRUSTEE OF A  
CERTAIN TRUST AGREEMENT DATED  
MAY 1, 1973 AND KNOWN AS TRUST  
NUMBER 3728

in consideration of the sum of One Dollar 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, jointly and severally, an easement to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets, or other facilities used in connection with overhead and underground transmission and distribution of electricity, communication, sounds and signals, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonable 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 Fourth Principal Meridian in WINNEBAGO County, Illinois, described below. Obstructions shall not be placed over Grantees facilities or in, upon or over the Easement Area without prior written consent of the Grantees. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the operation and maintenance thereof.

RECEIVED  
VINNEBAGO CTY RECORDER

JAN 21 2004  
TIME 1:21 PM  
BY [Signature]

A twelve (12) feet wide Easement Area as depicted on the sketch labeled Exhibit 'A', and legally described on Exhibit 'B' attached to and made part hereof.

PROPERTY ADDRESS: E/VERONA DRIVE AND W/COM ED ROW  
WINNEBAGO COUNTY, ILLINOIS

P.I.N.: PART OF 12-24-201-002

P.L. 32424-  
W.T.

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

Complete the Appropriate Acknowledgments on Next Page

0404551 01/21/2004 01:21P 2 of 4  
Ken Staaf, Winnebago County Recorder

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.

The Easement is binding upon and shall inure to the benefits of the heirs, successors, assigns, and licensees of the parties hereto.

For Corporate or Trust Signature

IN WITNESS WHEREOF, the Grantor LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO BANK ONE ILLINOIS, NA, AS TRUSTEE OF A CERTAIN TRUST AGREEMENT DATED MAY 1, 1973 AND KNOWN AS TRUST NUMBER 3728 has caused this instrument

to be executed on its behalf and its corporate seal hereunto this 20th day of November 2003.

ATTEST: 2003  
Attestation not required by  
LaSalle Bank National Association  
Bylaws

By: Jane B. Zakrzewski  
XXXXXXXXXXXXXXXXXXXX (Trust Officer)  
JANE B. ZAKRZEWSKI

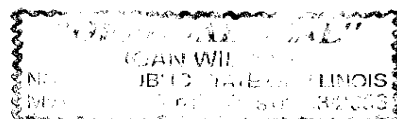
If grantor is a corporation or trust, complete the following:

State of Illinois I, the undersigned, a Notary Public in and for the said County  
and County Of Cook State aforesaid, do hereby certify that Jane B. Zakrzewski  
(President) (Trust Officer) of the LaSalle Bank National Association,  
xxxx Trust Officer, xxxxxx 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 xxxxxx 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 20th day of November, 2003.

Notary Public

Jean Wilson



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.

After Recording  
Return to ComEd  
C/O Real Estate Services  
P.O. Box 805379  
Chicago, IL 60680-5379



0404551 01/21/2004 01:21P 4 of 4  
Ken Staaf, Winnebago County Recorder

ROK 34766  
F.C. 07315

## EXHIBIT "B"

### LEGAL DESCRIPTION

#### FOR A 12' WIDE UTILITY EASEMENT:

Part of the East Half of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the southwest corner of Lot 91, as designated upon Fox Ridge at University Centre Plat No. 7, the Plat of which Subdivision is recorded in Book 44 of Plats on Page 96A in the Recorder's Office of Winnebago County, Illinois; thence South 87°-17'-01" East, along the south line of said Lot 91, a distance of 130.49 feet to the southeast corner of said Lot 91; thence South 86°-40'-46" East, parallel with the south line of Lot 90 as designated upon said Fox Ridge at University Centre Plat No. 7, a distance of 398.07 feet to the west line of premises conveyed to Commonwealth Edison Company, recorded in Microfilm No. 70-02-1554 in said Recorder's Office; thence South 14°-11'-05" East, along the west line of said premises so conveyed to Commonwealth Edison as aforesaid, a distance of 987.68 feet; thence South 00°-28'-45" West, along the west line of said premises so conveyed to Commonwealth Edison as aforesaid, a distance of 135.20 feet to the north line of East State Street as now laid out and used; thence South 79°-14'-47" West, along the north line of said East State Street, a distance of 59.86 feet; thence South 76°-27'-35" West, along the north line of said East State Street, a distance of 80.12 feet to the point of beginning for a 12' wide easement being 6' of both sides of the following described centerline; thence North 13°-32'-25" West, a distance of 26.00 feet; thence North 76°-27'-35" East, parallel with the north line of said East State Street, a distance of 80.75 feet; thence North 79°-14'-47" East, parallel with the north line of said East State Street, a distance of 65.66 feet to the west line of said premises so conveyed to Commonwealth Edison Company as aforesaid and the point of termination for said centerline. Situated in the County of Winnebago and the State of Illinois.

Order No. 19399ComEd2

Dated this 5<sup>th</sup> day of November, 2003

WOD 33572  
GRANT OF EASEMENT

0404552 01/21/2004 01:21P 1 of 5  
Ken Staaf, Winnebago County Recorder

*Ken Staaf*

The Grantor(s) LASALLE BANK  
NATIONAL ASSOCIATION,  
SUCCESSOR TRUSTEE TO BANK ONE  
ILLINOIS, NA, AS TRUSTEE OF A  
CERTAIN TRUST AGREEMENT DATED  
MAY 1, 1973 AND KNOWN AS TRUST  
NUMBER 3728

in consideration of the sum of One Dollar 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, jointly and severally, an easement to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets, or other facilities used in connection with overhead and underground transmission and distribution of electricity, communication, sounds and signals, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonable 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 Fourth Principal Meridian in WINNEBAGO County, Illinois, described below. Obstructions shall not be placed over Grantees facilities or in, upon or over the Easement Area without prior written consent of the Grantees. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the operation and maintenance thereof.

RECEIVED  
VINNEBAGO CTY RECORDER

JAN 21 2004

TIME 1:00 PM  
BY [Signature]

*A twelve (12) feet wide Easement Area as depicted on the sketch labeled Exhibit 'A', and legally described on Exhibit 'B' attached to and made part hereof.*

PROPERTY ADDRESS: E/VERONA DRIVE AND W/COM ED ROW  
WINNEBAGO COUNTY, ILLINOIS

P.I.N.: PART OF 12-24-201-002

P.L.  
W.T.

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

Complete the Appropriate Acknowledgments 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.

The Easement is binding upon and shall inure to the benefits of the heirs, successors, assigns, and licensees of the parties hereto.

For Corporate or Trust Signature

IN WITNESS WHEREOF, the Grantor LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO BANK ONE ILLINOIS, NA, AS TRUSTEE OF A CERTAIN TRUST AGREEMENT DATED MAY 1, 1973 AND KNOWN AS TRUST NUMBER 3728 has caused this instrument to be executed on its behalf and its corporate seal to be affixed hereto this 4th day of November, 2003. ~~AND NOT PERSONALLY~~

ATTEST: Attestation not required by LaSalle Bank National Association Bylaws Secretary JANE B. ZAKRZEWSKI (President) (Trust Officer) Trust Officer  
SEE TRUSTEE'S RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

State Of Illinois and County Of Cook I, the undersigned, a Notary Public in and for the said County State aforesaid, do hereby certify that JANE B. ZAKRZEWSKI (Trust Officer President) (Trust Officer) of the Trust Officer Secretary 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 4th day of November, 2003.

Notary Public

*Annette N. Brusca*

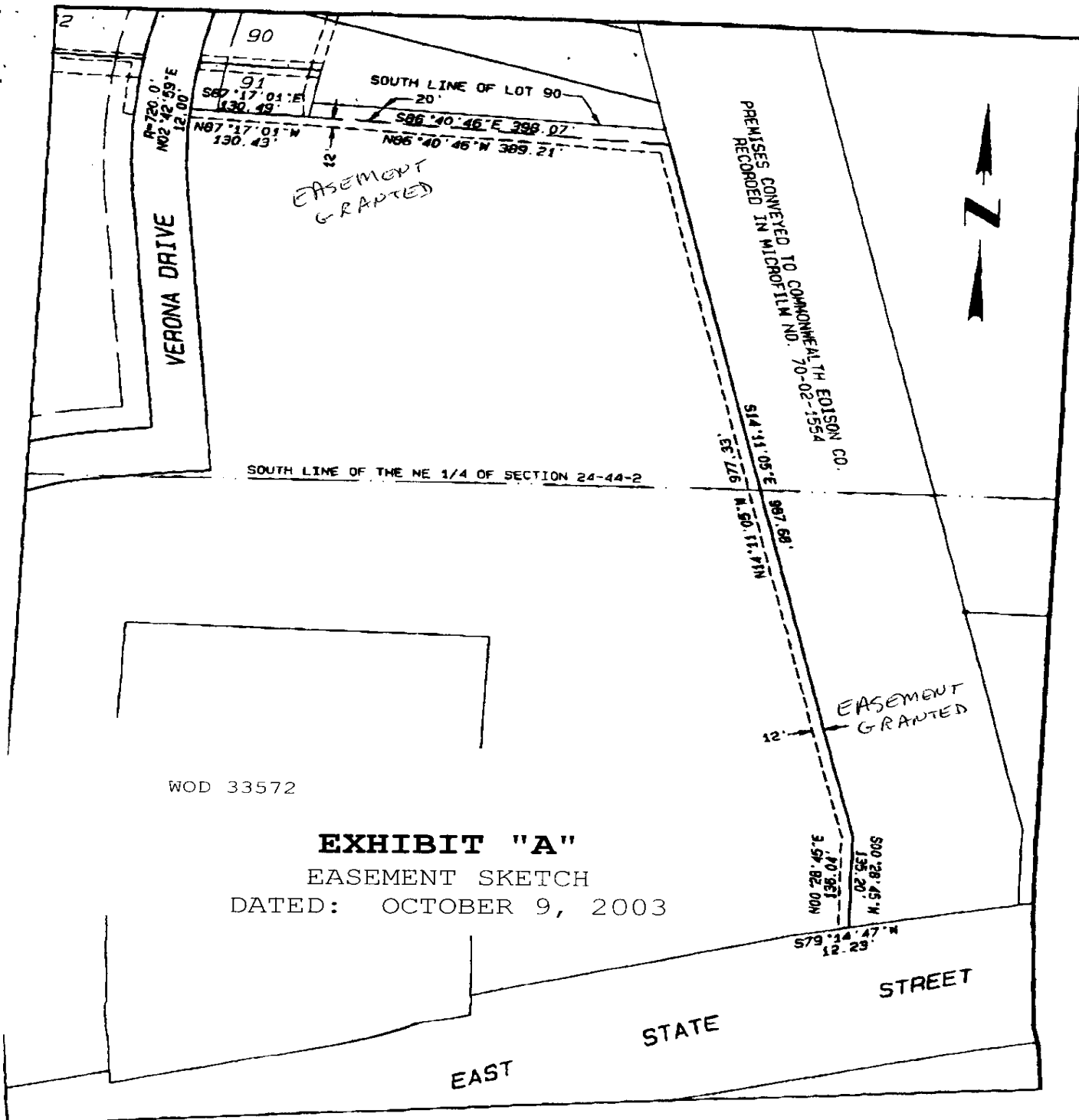


After Recording  
Return to ComEd  
C/O Real Estate Services  
P.O. Box 805379  
Chicago, IL 60680-5379

**RIDER ATTACHED TO AND MADE A PART OF GRANT  
OF EASEMENT DATED NOVEMBER 4, 2003  
UNDER TRUST NO. 3728**

**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.**





## EXHIBIT "B"

## LEGAL DESCRIPTION

## FOR A 12' WIDE UTILITY EASEMENT:

Part of the East Half of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the southwest corner of Lot 91, as designated upon Fox Ridge at University Centre Plat No. 7, the Plat of which Subdivision is recorded in Book 44 of Plats on Page 96A in the Recorder's Office of Winnebago County, Illinois; thence South  $87^{\circ}-17'-01''$  East, along the south line of said Lot 91, a distance of 130.49 feet to the southeast corner of said Lot 91; thence South  $86^{\circ}-40'-46''$  East, parallel with the south line of Lot 90 as designated upon said Fox Ridge at University Centre Plat No. 7, a distance of 398.07 feet to the west line of premises conveyed to Commonwealth Edison Company, recorded in Microfilm No. 70-02-1554 in said Recorder's Office; thence South  $14^{\circ}-11'-05''$  East, along the west line of said premises so conveyed to Commonwealth Edison as aforesaid, a distance of 987.68 feet; thence South  $00^{\circ}-28'-45''$  West, along the west line of said premises so conveyed to Commonwealth Edison as aforesaid, a distance of 135.20 feet to the north line of East State Street as now laid out and used; thence South  $79^{\circ}-14'-47''$  West, along the north line of said East Street, a distance of 12.23 feet; thence North  $00^{\circ}-28'-45''$  East, parallel with the west line of said premises conveyed to Commonwealth Edison as aforesaid, a distance of 136.04 feet; thence North  $14^{\circ}-11'-05''$  West, parallel with the west line of said premises so conveyed to Commonwealth Edison as aforesaid, a distance of 977.33 feet; thence North  $86^{\circ}-40'-46''$  West, parallel with the south line of said Lot 90, a distance of 389.21 feet; thence North  $87^{\circ}-17'-01''$  West, parallel with the south line of said Lot 91, a distance of 130.43 feet to the east line of Verona Drive as platted and shown on said Fox Ridge at University Centre Plat No. 7; thence northeasterly, along a circular curve to the right, having a radius of 720.0 feet, a chord of North  $02^{\circ}-42'-59''$  East, 12.00 feet to the point of beginning. Situated in the County of Winnebago and the State of Illinois.

Order No. 19399ComEd

Dated this 7<sup>th</sup> day of October, 2003

Parcel No. 168-765D

**EASEMENT**

**RECEIVED**  
WINNEBAGO CTY RECORDER

OCT 25 2000

TIME 11 AM  
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(s) is(are) the owner(s) in fee simple of the premises through which said sanitary sewer is to be constructed, and is(are) willing to grant a perpetual easement upon, under and through said real estate for the purposes herein specified;

*LaSalle Bank National Association as Trustee of Trust No. 3728*  
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(s), [Signature] do(es) 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(s) set forth and described as follows, to-wit:

Exhibit A

which sanitary sewer easement ~~has been recorded on the plat of the Rock River Water Reclamation District~~ IS set forth and described as follows, to-wit:

Exhibit B

In consideration of the grant of the easement herein contained, the District hereby agrees with the Grantor(s) 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(s) as is reasonably necessary for the purpose of constructing said line, consistent with sound and economical engineering and construction practices and customs, 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, that said District will use only so much of the Grantor's(s') land as is necessary for the purposes of inspection service, maintenance, repair and replacement, and except as herein expressly granted, the Grantor(s) 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(s) 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(s) hereby agree(s) 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(s) from any injury to persons or loss or damage to personal or real property which said Grantor(s) 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(s) from actions by District or its agent as well as Grantor's(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(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(s) hereby agree(s) 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(s) hereby agree(s) 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(s) has(have) set their hand(s) and seal(s), 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 \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

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.

LaSalle Bank National Association  
as successor to LaSalle Bank and Trust

No. 3728 (not personally)

By David R. Ruffell  
Assistant Vice President

AT Bank One, Illinois, N.A

Grantor

James A. Staaf

Rock River Water Reclamation District

By   
President

ATTEST:

  
Clerk

Return to:  
Mr. Ken Kelley  
RRWRD  
P.O. BOX 7480  
Rock, IL. 61126

0054275 10/25/2000 01:52P 4 of 8  
Ken Staaf, Winnebago County Recorder



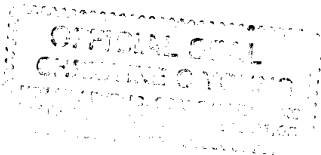
Easement - Parcel No.

Page 6

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF WINNEBAGO )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO  
 HEREBY CERTIFY that David Rosenfeld, personally known to me to  
 be the Asst. Vice Pres. / Trust Officer of LaSalle Bank National Association,  
 a \_\_\_\_\_ corporation, and \_\_\_\_\_, personally  
 known to me to be the \_\_\_\_\_ of said corporation, whose names are  
 subscribed to the foregoing instrument, appeared before me this day in person and severally  
 acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_,  
 they signed and delivered the said instrument of writing as \_\_\_\_\_ and  
 \_\_\_\_\_ of said corporation, and caused the seal of said corporation  
 to be affixed thereto, pursuant to authority given by the Board of Directors of said  
 corporation as their free and voluntary act, and as the free and voluntary act and deed of  
 said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this SEP 21 2000 day of \_\_\_\_\_, 19\_\_\_\_.



Christine C. Young  
 Notary Public

EXHIBIT A

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.


*[Signature]*



EXHIBIT B

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 Southeast corner of University Centre Plat No. 1 being a Subdivision of part of the South 1/2 of Section 24, T. 44 N., R. 2 E. of the 3rd P.M., the Plat of which Subdivision being recorded in Book 40 of Plats on page 156B in the Recorder's Office of Winnebago County, Illinois; thence North 79°-50'-36" East, along the Northerly Right-of-Way line of East State Street as now laid out and used, 195.31 feet to the West line of Plat of Bittersweet Hill (unrecorded); thence North 00°-00'-00" East, along the West line of said unrecorded Plat, 5.08 feet; thence South 79°-50'-36" West, parallel with the Northerly Right-of-Way line of said East State Street, 196.39 feet to the East line of said Plat No. 1 of University Centre; thence South 12°-14'-54" East, along the East line of said Plat No. 1, a distance of 5.00 feet to the point of beginning.

0054275 10/25/2000 01:52P 7 of 8  
Ken Staaf, Winnebago County Recorder



LOT 1

UNIVERSITY CENTRE, PLAT NO. 1  
DOCUMENT NO. 9609826  
(NORTHERN ILLINOIS UNIVERSITY)  
168-401

S.12°-14'-54"E.

SCALE: 1" = 20'

168-765D

5.00'

6.5'±

PROPOSED SANITARY SEWER EASEMENT

S.79°-50'-36"W.

196.39'

N.79°-50'-36"E.

195.31'

CENTERLINE OF PROPOSED  
SANITARY SEWER

EDGE OF EXISTING PAVEMENT

PROPOSED SANITARY  
MANHOLE

22.18'

5.6'±

18.3'

5.08'

N.00°-00'-00"E.

LOT 1

PLAT OF BITTERSWEET HILL  
UNRECORDED  
168-764

ILLINOIS BUSINESS ROUTE 20 (STATE STREET)

288+00

289+00

F.A.P. ROUTE 517, F.A. ROUTE 6

0054275 10/25/2000 01:52P 8 of 8  
Ken Staaf, Winnebago County Recorder

SANITARY SEWER EASEMENT  
PART OF SECTION 24, T.44N., R.2E., 3RD P.M.  
WINNEBAGO COUNTY, ILLINOIS



HERITAGE ENGINEERING, LTD.  
433 S. PHELPS AVENUE  
ROCKFORD, ILLINOIS 61108  
815/222-8262 FAX 815/266-3716

DATE 9/2000	SCALE 1"=20'	COMP. BY G.L.S.	ORDERED BY	APPROVED BY
SHEET NO. 3761		SHEET 1 OF 1		PROJECT NO. A-3761 - 0

*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.

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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

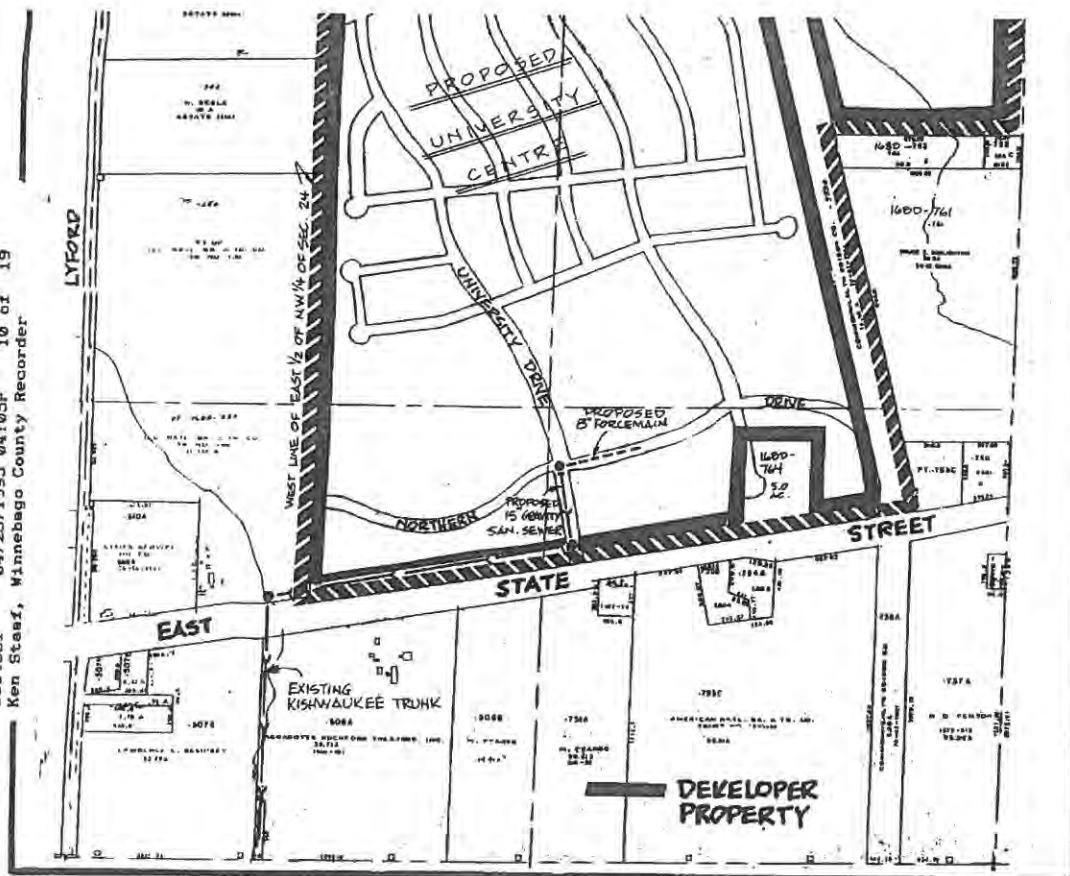
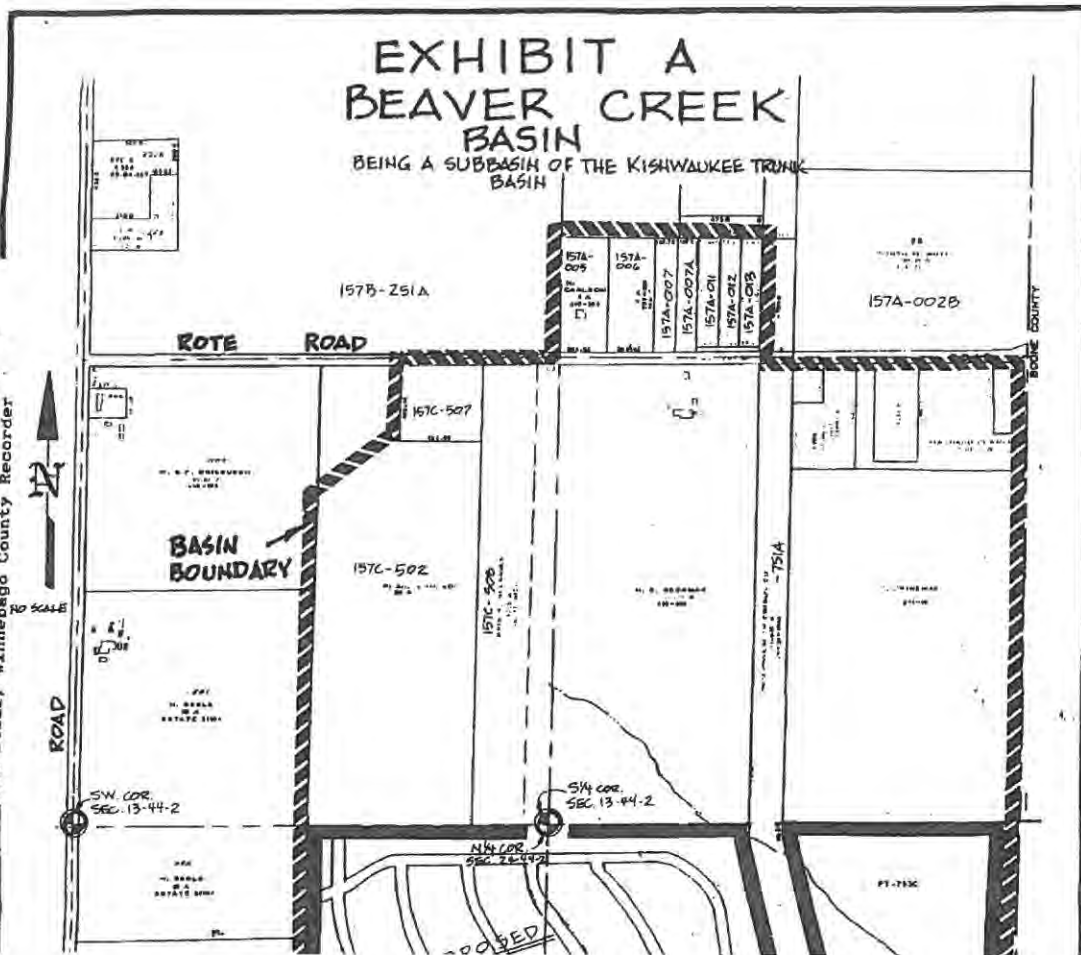
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Ken Staaf, Winnebago County Recorder

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

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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 FEES<sup>1</sup> CALCULATION  
BEAVER CREEK SUB-BASIN, PHASE 1

1.	Kishwaukee Trunk, Phase 1, Project Costs <sup>2,3</sup>	
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 <sup>4</sup>	\$3,976,371.00
2.	Beaver Creek, Phase 1, Project Costs <sup>2</sup>	
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 <sup>2</sup>	\$ 191,850.00
3.	Beaver Creek, Phase 2, Project Costs <sup>2</sup>	
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 <sup>2</sup>	\$ 639,760.00
4.	Kishwaukee Trunk, Phase 2, Project Costs <sup>2</sup>	
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 <sup>2</sup>	\$ 660,810.00
5.	Newburg East, Phase 1, Project Costs <sup>2,3</sup>	
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 <sup>2</sup>	\$ 180,729.00
6.	Newburg East, Phase 2, Project Costs <sup>2</sup>	
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 <sup>2</sup>	DD	\$ 336,480.00
7.	Kishwaukee Trunk System Costs <sup>2</sup>	EE	\$5,986,000.00
EE.	Total System Project Costs <sup>2</sup> [D-I+N+S+Y+DD]		
8.	Kishwaukee Trunk System Participation Costs <sup>2</sup>	FF	
FF.	Kishwaukee Trunk, Phase 1 <sup>1</sup>	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 <sup>1</sup>	GG1	\$ 120,486.00
1.	Lenox Land Co. [2V/3]	GG2	\$ 60,243.00
2.	District [Y/3]		
HH.	Beaver Creek, Phase 1 <sup>1</sup>	HH1	\$ 127,900.00
1.	Lobdell, Hall [2I/3]	HH2	\$ 63,950.00
2.	District [I/3]		
9.	Gross Basin Connection Fee <sup>1</sup> Credit/Rebate Per ERU	II	
II.	Basin/Carrying Fee <sup>1</sup> 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 <sup>1</sup> 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.