

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**Title Underwriters Agency**

**File Number: WW265729COM**

---

## **Auction Tracts 1 - 4 (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: WW265729COM  
Issuing Office File Number: WW265729COM  
Property Address: 88XX Northern/88XX Northern/89XX Northern/89XX Nor, Rockford, IL 61107  
Revision Number: 3/19/19 SC Removed COR Liens and update title; 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 Successor Trustee to LaSalle Bank National Association 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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Commitment No. WW265729COM

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.

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Commitment No. WW265729COM

**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.

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Commitment No. WW265729COM

**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: 88XX NORTHERN AVENUE  
P.I.N. Number: 12-24-328-003 (2017 \$289.46)  
Lot Dimensions 164.2 x 76.85 x 38.17 x 125.64 x 98.22 x 248.36 x 156.39  
Township Rockford
- PARCEL II: 88XX NORTHERN AVENUE  
P.I.N. Number: 12-24-328-004 (2017 \$393.90)  
Lot Dimensions 186.01 x 423.73 x 185.17 x 356.44  
Township Rockford
- PARCEL III: 89XX NORTHERN AVENUE  
P.I.N. Number: 12-24-328-005 (2017 \$381.90)  
Lot Dimensions 174.15 x 356.44 x 232.6 x 325.76  
Township Rockford
- PARCEL IV: 89XX NORTHERN AVENUE  
P.I.N. Number: 12-24-328-006 (2017 \$414.68)  
Lot Dimensions 206.23 x 344.81 x 243.1 x 325.76  
Township Rockford
8. Building set back lines and easements as shown on recorded plat.
9. INTENTIONALLY DELETED
10. Certificate of Correction for Plat No. 12 of University Centre recorded March 1, 2006 as Document No. 0611083.
11. Sanitary Sewer Easement as contained in instrument recorded as Document No. 9544608.  
(Affects Parcel II, III and IV)
12. Easement to Rock River Water Reclamation District recorded January 28, 2004 as Document No. 0406015.  
(Affects Parcel II)

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Commitment No. WW265729COM

**SCHEDULE B**  
(Continued)

13. Notes as contained on recorded plat as follows:

A 60' wide easement for ingress and egress, storm sewer, gas and water main will be provided 30' each side of the centerline/survey line for Lily Lane. The Specific location of these utilities within the easement shall be approved by the Public Works Department. Electric, telephone, cable television and gas services will be allowed to cross the easement at right angles or at locations approved by the Public Works Department.

The minimum ground elevation at any building structure adjacent to the storm water detention easement will be 227.00 (City of Rockford and Rock River Water Reclamation District common datum plane).

Installation of public sidewalks will be the financial responsibility of the developer.

14. Note as contained on recorded plat as follows:

Lots 123 through 125 will not be allowed direct vehicular access from East State Street.  
(Affects Parcel II, III and IV)

15. INTENTIONALLY DELETED

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.

18. Agreement for Sewer Extension, Cost Sharing and Reimbursement as contained in instrument recorded as Document No. 9514661.

19. Declaration of Covenants and Restrictions as contained in instrument recorded March 12, 2019 as Document No. 20191006024.

*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.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Commitment No. WW265729COM

## **EXHIBIT A**

### **PARCEL I:**

Lot One Hundred Twenty-six (126) as designated upon Final Plat No. 12 of University Centre, being a part of the West Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 47 of Plats on Page 38 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

### **PARCEL II:**

Lot One Hundred Twenty-five (125) as designated upon Final Plat No. 12 of University Centre, being a part of the West Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 47 of Plats on Page 38 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

### **PARCEL III:**

Lot One Hundred Twenty-four (124) as designated upon Final Plat No. 12 of University Centre, being a part of the West Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 47 of Plats on Page 38 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

### **PARCEL IV:**

Lot One Hundred Twenty-three (123) as designated upon Final Plat No. 12 of University Centre, being a part of the West Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 47 of Plats on Page 38 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

257  
25.75  
13513

RECEIVED  
WINNEBAGO COUNTY RECORDER

MAR 01 2006

TIME 9am

BY [Signature]

CERTIFICATE OF CORRECTION  
OF A RECORDED SUBDIVISION PLAT

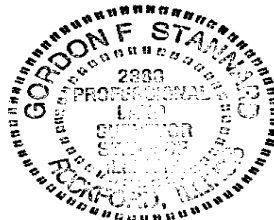
Plat No. 12 of University Centre, the Plat of which is recorded in Book 47 of Plats on page 38 in the Recorder's Office of Winnebago County, Illinois.

All references to Lily Lane should be amended to read Lilac Lane.

Given under my hand and seal this 28th day of February, 2006.

Gordon F. Stannard

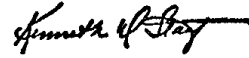
Gordon F. Stannard  
Illinois Professional Land Surveyor No. 2388  
(Lic. Exp. 11-30-06)



Prepared by and return to: Gordon F. Stannard  
Arnold Lundgren & Associates  
P.O. Box 4445  
Rockford, IL 61110

0611083 03/01/06 12:54P 1 of 1 RHSPS  
Ken Staaf, Winnebago County Recorder





SANITARY SEWER EASEMENT

PARCEL NO. 168-753B

After recording, Return to:

Mr. Ken Kelley  
Rock River Water Reclamation District  
P.O. Box 7480  
Rockford, Illinois 61126-7480  
(815) 397-9700

Parcel No. 168-753B

EASEMENT

Prepared by the Rock River Water Reclamation District

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 in green 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;

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) BANK ONE ROCKFORD, ILLINOIS TRUSTEE 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:

Part of the East Half (1/2) of the Southwest Quarter (1/4) and part of the West Half (1/2) of the Southeast Quarter (1/4), all in Section Twenty-four (24), Township Forty-four (44) North, Range Two (2) East of the Third (3rd) P.M.;

which sanitary sewer easement centerline is laid out, set forth and described as follows, to-wit:

Commencing at the Northwest corner of the East Half of the Northwest Quarter of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian; thence South 00°-34'-13" West, along the West line of the East Half of the Northwest Quarter of said Section, 2646.48 feet to its intersection with the Southwest corner of the East Half of the Northwest Quarter of said Section; thence South 00°-32'-41" West, along the West line of the East Half of the Southwest Quarter of said Section, 1131.57 feet to the point of beginning for a 20.0 foot wide sanitary sewer easement being 10.0 feet on both sides of the following described centerline; thence North 71°-43'-51" East, 137.4 feet; thence North 80°-25'-34" East, 295.92 feet; thence North 80°-25'-34" East, 400.83 feet; thence North 80°-25'-34" East, 284.37 feet; thence North 80°-25'-34" East, 391.82 feet; thence North 09°-34'-25" West, 58.43 feet; thence North 17°-18'-46" West, 191.06 feet; thence North 09°-34'-26" West, 264.89 feet; thence North 15°-58'-32" West, 311.99 feet; thence South 15°-58'-32" East, 311.99 feet; thence North 80°-27'-10" East, 109.07 feet; thence Northeasterly, along a circular curve to the left having a radius of 1520.00 feet and whose center lies to the North, an arc distance of 298.24 feet (the chord across the last described circular curve course bears North 74°-48'-29" East, 297.76 feet); thence Northeasterly, along a circular curve to the right having a radius of 1480.00 feet and whose center lies to the South, an arc distance of 228.96 feet (the chord across the last described circular curve course bears North 73°-37'-42" East, 228.73 feet); thence Northeasterly, along a circular curve to the left having a radius of 520.00 feet and whose center lies to the North, an arc distance of 151.73 feet (the chord across the last described circular curve course bears North 69°-42'-04" East, 151.19 feet) and the point of termination for said centerline easement. Situated in the City of Rockford, the County of Winnebago and the State of Illinois.

In consideration of the grant of the easement herein contained, the District hereby agrees with the grantor(s) herein, as follows:

✓ 168-753D

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, the 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. The 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 27<sup>th</sup> day of July, 1995.

This instrument is executed by Bank One, Rockford, NA of Rockford not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Bank One, Rockford, NA of Rockford are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability asserted or be enforceable against Bank One, Rockford, NA of Rockford, Illinois by reason of any of the covenants, conditions, representations or warranties contained in this instrument.

Judith K. Ranney (SEAL)  
TRUST OFFICER (SEAL)  
L. C. [Signature] (SEAL)  
VICE PRESIDENT AND SENIOR TRUST OFFICER (SEAL)  
Grantor(s)

ROCK RIVER WATER RECLAMATION DISTRICT

BY: Robert Stinger  
President

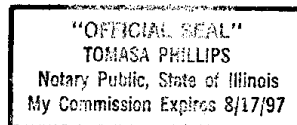
ATTEST  
CLERK  
[Signature]  
Clerk

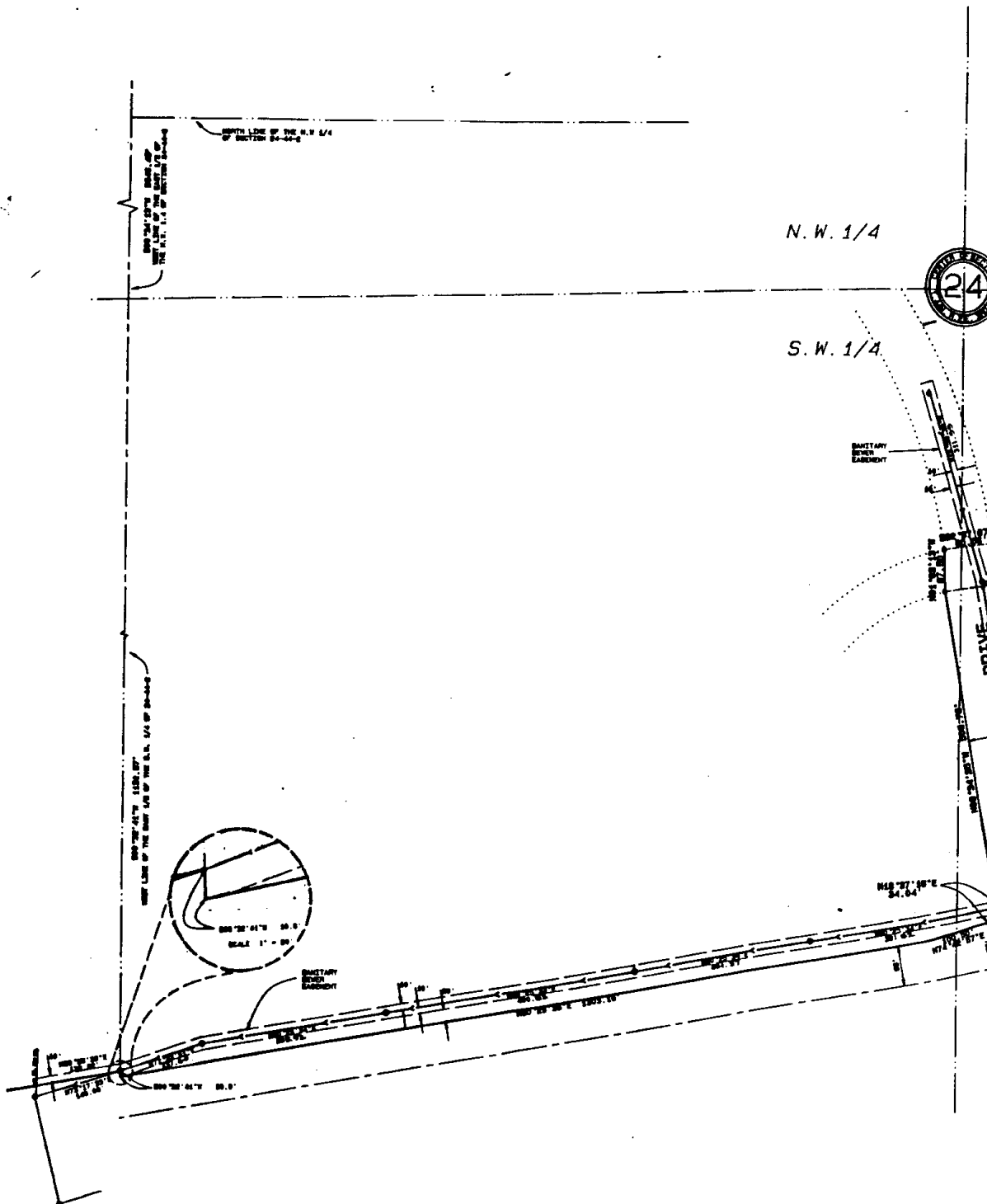
STATE OF ILLINOIS)  
COUNTY OF WINNEBAGO) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ~~REC'D 10-25-95~~ Fredia K. Ramsey personally known to me to be the TRUST OFFICER of BANK ONE ROCKFORD NA, a ROCKFORD, ILLINOIS corporation, and GREGORY G. DOWNEY, personally known to me to be the VICE PRESIDENT AND SENIOR TRUST OFFICER of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such TRUST OFFICER and VICE PRESIDENT AND SENIOR TRUST OFFICER, they signed and delivered the said instrument of writing as TRUST OFFICER and VICE PRESIDENT AND SENIOR TRUST OFFICER 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 27<sup>th</sup> day of July, 1995.

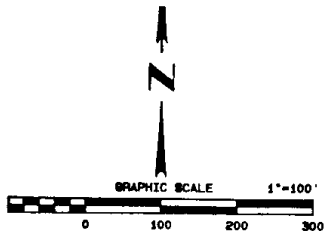
  
Notary Public





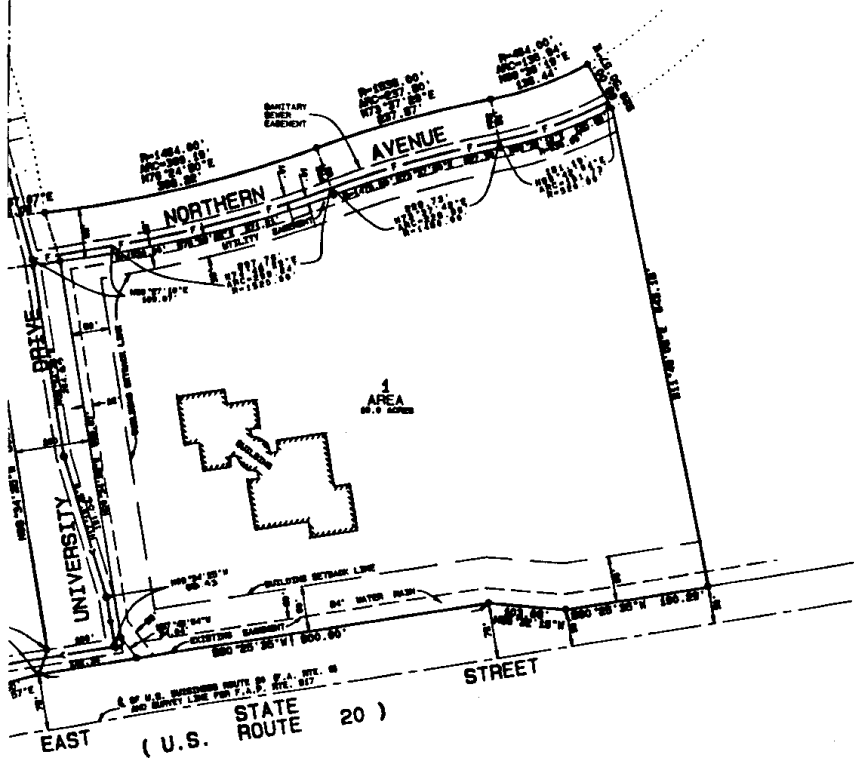


②



N.E. 1/4

S.E. 1/4



<b>REVISIONS</b> 9-27-95 REV DIST. EC		<b>ARNOLD LUNDGREN &amp; ASSOCIATES, P.C.</b> Professional Engineers & Land Surveyors 1234 FOURTH AVENUE ROCKFORD, ILLINOIS 61104	
BY <b>RJD</b>		DATE <b>JULY 21, 1995</b>	
COMPUTER CHECK BY		APPROVED BY <b>ROC</b>	ORDER NO. <b>20102EAST</b>

205  
Prepared by the Rock River  
Water Reclamation District

Parcel No. 12-24-326-005

**EASEMENT**

*[Signature]*  
**RECEIVED**  
VINNEBAGO CTY RECORDER

JAN 28 2004  
TIME 1:10 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 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 is laid out, set forth and described as follows, to-wit:

Part of the West Half 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 44 as designated upon the Plat of University Centre Plat No. 5, the Plat of which is recorded in Book 41 of Plats on Page 70B in the Recorder's Office of Winnebago County, Illinois; thence North 00°-10'-18" East, 156.39 feet; thence southeasterly along a non-tangent curve to the left with a radius of 830.00 feet, an arc distance of 20.90 feet (the chord across said curve bears South 72°-58'-25" East, 20.90 feet); thence South 00°-10'-18" West, 373.65 feet to the northerly line of an existing sanitary sewer easement recorded as Document No. 9544608; thence South 80°-25'-35" West, along said line, 20.29 feet to the east line of Lot 44 as aforesaid; thence North 00°-10'-18" East, along said line, 226.75 feet to the point of beginning, situated in the City of Rockford, County of Winnebago and State of Illinois.

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 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 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 \_\_\_\_ day of \_\_\_\_\_, 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 TO  
BANK ONE, ILLINOIS N.A., AS SUCCESSOR TRUSTEE  
U/T/A DATED 5/1/73 & KNOWN AS TRUST NO. 3728

  
JANE B. ZAKRZEWSKI Grantor AND NOT PERSONALLY  
Trust Officer

Rock River Water Reclamation District

By   
President

ATTEST:

  
Clerk

After recording, return to:

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

Easement - Parcel No. 12-24-326-005

Page 5

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

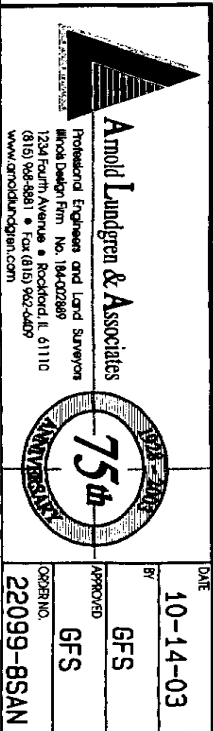
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JANE B. ZAKRZEWSKI ~~not officer~~ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he 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 18th day of November, 2003.



A handwritten signature in cursive script, appearing to read "Annette N. Brusca".

Notary Public



*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

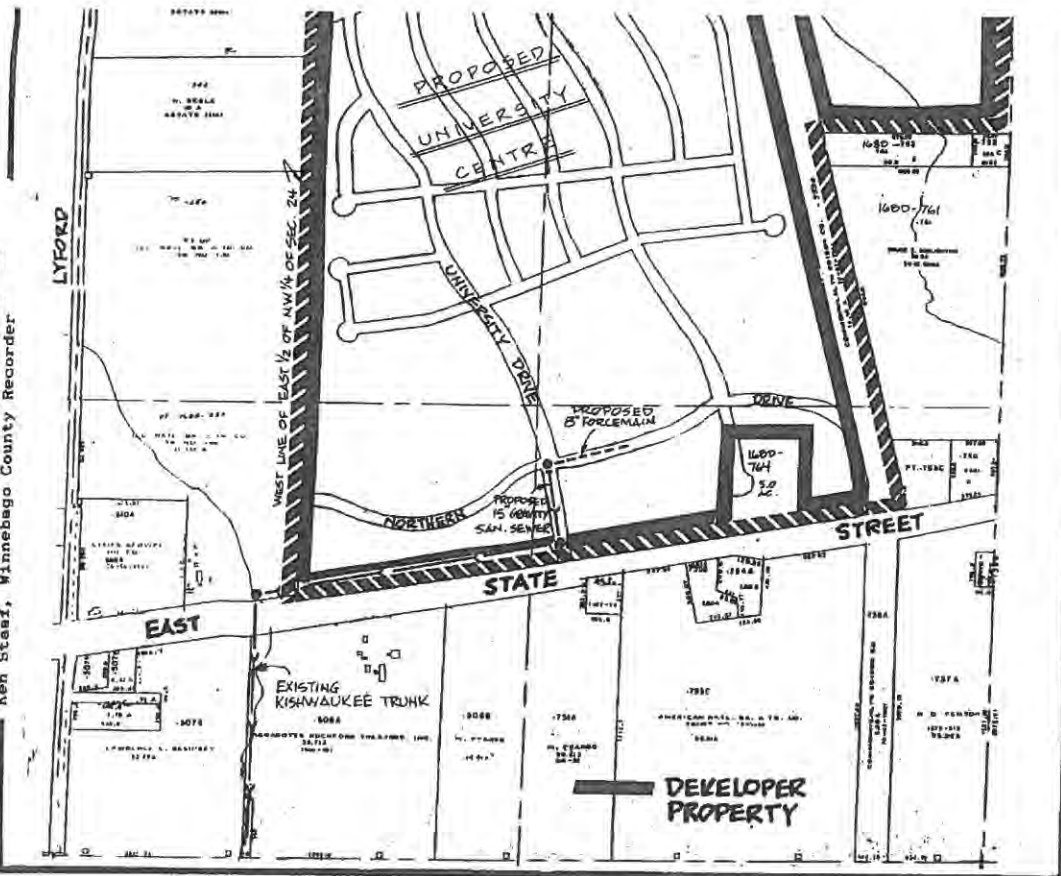
- |   |  |
|---|--|
| A | Drainage Basin Diagram - Kishwaukee Trunk Basin with Beaver Creek Sub-basin highlighted. |
| B | Legal Description of Drainage Basin - Kishwaukee Trunk Basin                             |
| C | Legal Description of Property to be Annexed - Lobdell, Hall                     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



BEING A SUBBASIN OF THE KISHWAUKEE TRUNK  
BASIN

9514661

QUESTIONS



**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.	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.	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.	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.	City of Rockford [JJ - NN]	QQ	\$
RR.	Lenox Land Co. [KK - OO]	RR	\$
SS.	Lobdell, Hall [LL - PP]	SS	\$
TT.	District [MM+NN+OO+PP]	TT	\$
12.	Basin ERU		
UU.	Total Basin ERU	UU	
VV.	Basin ERU Waived for Grant of Easement	VV	19
WW.	Balance of Basin ERU	WW	
XX.	Lenox Land Co. ERU	XX	70
YY.	Lobdell, Hall ERU	YY	
13.	Total Credit/Rebate		
ZZ.	City of Rockford [QQ*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.

**DECLARATION  
OF COVENANTS  
AND  
RESTRICTIONS**



\* 2 0 1 9 1 0 0 6 0 2 4 6 \*

**20191006024**

Filed for Record in  
WINNEBAGO COUNTY, IL  
NANCY MCPHERSON, RECORDER  
03/12/2019 09:52:22AM  
RESTR COVT 36.00  
RHSP: 9.00

This Declaration (the "Declaration") is made this 5<sup>th</sup> day of March, 2019, by Chicago Title Land Trust Company, not personally but solely as Trustee under a trust agreement known as Trust No. 3728 (hereinafter referred to as "Declarant").

**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 is desirous of submitting the Property to the provisions of this Declaration.

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

**ARTICLE I**

**Definitions**

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

1.1 "Declarant" shall mean and refer to Chicago Title Land Trust Company, 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

*www.265726.com*

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 "Improvement" or "Improvements" shall mean and include any and all buildings, outbuildings, drive-ways, sidewalks, and all other structures or landscaping improvements of every kind and description.

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

1.4 "Property" shall mean and refer to the property described on Exhibit A attached.

## ARTICLE II

### Declaration Purposes and Property Subjected to Declaration

2.1 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.

2.2 The Declarant desires to (i) prevent improper use of the Property which may depreciate the Property or other surrounding property, (ii) ensure adequate and reasonable development of the Property; (iii) prevent haphazard and inharmonious development; and (iv) in general, provide for the highest quality environment for the Property.

## ARTICLE III

### Architectural Controls

3.1 No Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted within the Property without the prior written approval of Declarant of the Plans and Drawings for such approval (as defined below) obtained in the manner hereinafter set forth. Approvals shall not be arbitrarily, capriciously or unreasonably withheld.

3.2 In order to secure Declarant's approval of any proposed Improvement or Improvements within the Property, the Owner shall submit to Declarant a set of the following:

(a) The Lot site plan showing the location and dimension of all intended Improvements; and

(b) Drawings of all exterior surfaces, showing elevations and grade.

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

3.3 Within fourteen (14) days after Declarant's receipt of the Plans and Drawings, Declarant shall notify Owner in writing whether such Plans and Drawings 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 Declarant. If Declarant fails to so approve or disapprove the Plans and Drawings within said fourteen (14) day period, then the Plans and Drawings shall be deemed to be approved by Declarant.

3.4 If Declarant shall disapprove all or any portion of the Plans and Drawings submitted as aforesaid, the reasons for disapproval must be given in writing, and the Owner shall revise the Plans and Drawings to incorporate the changes required by the Declarant and shall deliver a set of revised Plans and Drawings to Declarant. Declarant shall have ten (10) days after its receipt of said revised Plans and Drawings to determine whether Owner has complied with Declarant's requested changes. If Declarant fails within said ten (10) day period to advise the Owner in writing whether it approves or disapproves any such revised Plans and Drawings, then the revised Plans and Drawings shall be deemed to be approved by Declarant. If Declarant shall disapprove all or any portion of said revised Plans and Drawings, Owner shall revise the Plans and Drawings in the manner set forth in this Section 3.4 until such time as Declarant shall approve or be deemed to have approved said Plans and Drawings.

3.5 The Owner shall secure the approval of Declarant with respect to any material change or revision in any Plans and Drawings approved in accordance with this Article III in the manner provided in this Article for the approval of Plans and Drawings.

3.6 Neither Declarant 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 Drawings to any one or more of them for approval by reason of the good faith 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 Drawings.

#### ARTICLE IV

##### General Provisions

4.1 Each grantee of Declarant, and its successors and assigns, by taking title to any portion of the Property, and each purchaser under any contract for a deed of conveyance pursuant to which said purchaser will take title, accepts said title subject to all restrictions, conditions, and covenants, and the rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or

declared, and all obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manners as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation.

4.2 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.

4.3 This declaration is executed by Declarant, 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.

4.4 Declarant may assign its rights hereunder to a successor owner or owners of the Property.

IN WITNESS WHEREOF, Chicago Title Land Trust Company, as Trustee as aforesaid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to this Declaration by its Vice-President and attested by its Assistant Secretary, as of the day and year first above written.

Chicago Title Land Trust Company, as Successor  
Trustee of Trust No. 3728

BY: Natalie Zorba  
Trust Officer




STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

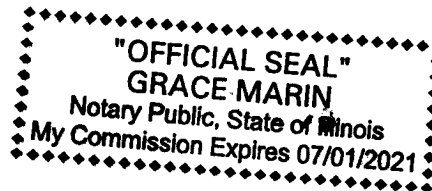
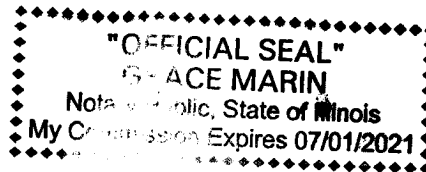
The undersigned, as Notary Public in and for the County in the State aforesaid, DO  
HEREBY CERTIFY that **NATALIE FOSTER**, the Trust Officer of Chicago  
Title Land Trust Company, who is personally known to me to be the same person whose name  
is subscribed to the foregoing instrument as such Trust 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 5<sup>th</sup> day of March, 2019.

Seal this 5<sup>th</sup> day of March, 2019.  
  
 \_\_\_\_\_  
 Notary Public

**Prepared by and return to:**

**Bruce Ross-Shannon**  
**McGreevy, Johnson & Williams, P.C.**  
**6735 Vistagreen Way**  
**Rockford, Illinois 61107**  
**(815) 639-3700**  
829486.DOC



## EXHIBIT A

12-24-326-011  
Lot One Hundred Twenty-one (121) as designated upon the Plat of University Centre Plat No. 11 being a Subdivision of part of the West Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian and a Resubdivision of Lot 61A in University Centre Plat No. 9, the Plat of which is recorded in Book 47 of Plats on Page 4 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

12-24-328-006  
Lot One Hundred Twenty-three (123) as designated upon Final Plat No. 12 of University Centre, being a part of the West Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 47 of Plats on Page 38 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

12-24-328-005  
Lot One Hundred Twenty-four (124) as designated upon Final Plat No. 12 of University Centre, being a part of the West Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 47 of Plats on Page 38 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

12-24-328-004  
Lot One Hundred Twenty-five (125) as designated upon Final Plat No. 12 of University Centre, being a part of the West Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 47 of Plats on Page 38 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

12-24-328-003  
Lot One Hundred Twenty-six (126) as designated upon Final Plat No. 12 of University Centre, being a part of the West Half (1/2) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 47 of Plats on Page 38 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.