

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**Metropolitan Title Agency, LLC**

**(File Number: MTA-Q-212075)**

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## **Auction Tract 2 (DeKalb County, Illinois)**

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*For December 8, 2021 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Funderburg Farms, Inc.**



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### **Transaction Identification Data for reference only:**

Issuing Agent: Metropolitan Title Agency, LLC  
Issuing Office: 6277 East Riverside Boulevard, Rockford, IL 61114  
ALTA® Universal ID: 1044834  
Loan ID Number:  
Issuing Office File Number: MTA-Q-212075  
Commitment Number: MTA-Q-212075  
Revision Number:  
Property Address: Route 38 and Annie Glidden Road, Dekalb, IL 60115

### **SCHEDULE A**

1. Commitment Date: 08/23/2021 at 8:00 AM
2. Policy or Policies to be issued:
  - a) ALTA Owner's Policy (6/17/2006) Policy Amount: \$1.00  
PROPOSED INSURED: **TBD**
  - b) ALTA Loan Policy (6/17/2006) Policy Amount: \$1.00  
PROPOSED INSURED:
3. The estate or interest in the Land described or referred to in this Commitment and covered herein is: fee simple
4. Title to the fee simple estate or interest in said Land is at the effective date hereof vested in:  
Funderburg Farms, Inc., a Delaware Corporation
5. The Land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

Countersigned:

*Phyllis Prostko-Tobias*

Authorized Signatory  
Phyllis Prostko-Tobias  
Metropolitan Title Agency, LLC TA.13.1302914  
6277 East Riverside Boulevard  
Rockford, IL 61114  
Tel: (815) 394-3200  
Fax: (815) 394-3203

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. 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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**ALTA Commitment for Title Insurance 8-1-16**





# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### 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.
5. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
6. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. 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.
9. The Company should be furnished with the following: A certification of trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction; or In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto. The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
10. Warranty Deed from Funderberg Farms, Inc., a Delaware Corporation to TBD.
11. Mortgage to be insured from TBD to {lender\_name} in the amount of \$1.00.

The proposed instrument should either designate the subject property as non-homestead, identify the grantor as

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## COMMITMENT FOR TITLE INSURANCE

unmarried, or be joined in by the grantor's spouse or party to a civil union in any conveyance for the purpose of releasing homestead interest, if applicable.

12. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Funderburg Farms, Inc. is a duly registered legal entity in good standing.

Provide Company for examination certified copies of the Articles of Incorporation and by-laws.

Submit to the Company a Resolution by the Board of Directors or Shareholders, authorizing the deed and/or mortgage and directing the proper officers to execute the deed and/or mortgage on behalf of the Corporation.

13. We should be furnished for {LLC Name}:  
a certification from the Illinois Secretary of State that LLC has property filed its articles of organization;  
a copy of the articles of organization, together with any amendments thereto;  
a copy of the operating agreement, if any, together with any amendments thereto;  
a list of incumbent managers or of incumbent members if managers have not been appointed;  
a certification that no event of dissolution has occurred; and  
a resolution that both authorizes the contemplated transaction and authorizes and names the appropriate signatories to execute the transaction documentation.

NOTE: In the event of a sale of all or substantially all of the assets of the LLC, or of a sale of LLC assets to a member or manager, we should be furnished evidence that all managers or members have consented to said sale.

14. NOTE: The name(s) of the purchaser(s) TBD has/have been searched and is/are Clear.

or

NOTE: The name(s) of the purchaser(s) TBD has/have been searched and we note the following:

15. Provide satisfactory affidavit that there is no property manager which may file a lien against the land described in this commitment or submit a final lien waiver from any property manager employed to manage the land.
16. Provide Metropolitan Title Agency with a real estate broker lien waiver, if applicable or an affidavit that there is no real estate broker which may file a lien against the land described in this commitment.
17. 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.

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### 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. Rights or claims of parties in possession not shown by the Public Records.
2. 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.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
8. General taxes for the year(s) 2021 and subsequent years.  
First installment 2020 taxes in the amount of \$1081.05 are PAID.  
Second installment 2020 taxes in the amount of \$1081.05 are PAID.  
Taxes for the year(s) 2021 are not yet due and payable.  
Tax Identification No.: 08-21-100-017  
For Information Only:  
Township: DEKALB  
Approximate size of the premises: 29.09 ACRES
9. Right of Way granted by Arthur U. Dodge and Elva B. Dodge to Central Illinois Light Company, an Illinois corporation by instrument dated November 30, 1936 and recorded January 6, 1937 in Book P on page 504 as Document No. 131706; for full particulars of which we refer to the public records.
10. Northern Illinois Gas Company Gas Main Right granted by Jeanette D. Barr to Northern Illinois Gas Company, an Illinois corporation by instrument dated October 11, 1962 and recorded November 5, 1962 in Book 374 on page 475 as Document No. 313807; for full particulars of which we refer to the public records.

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

11. Northern Illinois Gas Company Gas Main Right granted by Gardner A. Dodge to Northern Illinois Gas Company, an Illinois corporation by instrument dated October 26, 1962, and recorded November 5, 1962, in Book 374 on page 473 as Document No. 313806; for full particulars of which we refer to the public records.
12. Northern Illinois Gas Company Gas Main Right granted by Ralph U. Dodge to Northern Illinois Gas Company, an Illinois corporation by instrument dated October 8, 1962 and recorded November 5, 1962 in Book 374 on page 471 as Document No. 313805; for full particulars of which we refer to the public records.
13. Easement granted by Dorothy B. Dodge to the Commonwealth Edison Company, an Illinois corporation by instrument dated April 8, 1968 and recorded April 22, 1968 as Document No. 342953; for full particulars of which we refer to the public records.
14. Easement granted by Ralph U. Dodge to the Commonwealth Edison Company, an Illinois corporation by instrument dated April 6, 1968 and recorded April 22, 1968 as Document No. 342952; for full particulars of which we refer to the public records.
15. Easement granted by Jeanette D. Barr and Harry O. Barr, her husband to the Commonwealth Edison Company, an Illinois corporation by instrument dated April 17, 1968 and recorded April 22, 1968 as Document No. 342951; for full particulars of which we refer to the public records.
16. Easement granted by Jeanette D. Barr and Harry O. Barr, her husband, Ralph U. Dodge and Eleanor H. Dodge, his wife and Dorothy B. Dodge, a widow to the Northern Illinois Gas Company, an Illinois corporation by instrument dated August 29, 1969 and recorded December 4, 1969 as Document No. 351302; for full particulars of which we refer to the public records.
17. Terms and provisions contained in Annexation Agreement dated March 14, 1995 and recorded May 26, 1995 as Document No. 95004979 by and between DeKalb Sanitary District, a municipal corporation and Belvidere National Bank and Trust Company, not personally, but solely as Trustee under Trust Agreement dated July 19, 1994, and known as Trust No. 1476; for full particulars of which we refer to the public records.  
  
Annexation No. 147 Ordinance No. 364 DeKalb Sanitary District dated March 15, 1995 and recorded May 26, 1995 as Document No. 9504980 by Belvidere National Bank and Trust Company, not personally, but solely as Trustee under Trust Agreement dated July 19, 1994, and known as Trust No. 1476 and the DeKalb Sanitary District; for full particulars of which we refer to the public records.
18. Terms and provisions contained in Annexation Agreement dated October 19, 1994 and recorded October 24, 1994 as Document No. 94013888 by and among the City of DeKalb, Illinois; the Belvidere National Bank and Trust Company, not personally, but as Trustee under Trust Agreement dated July 19, 1994, and known as Trust No. 1476 and Carol J. Leslie, Roger T. Barr and Linda Schoenburg; for full particulars of which we refer to the public records.
19. Ordinance No. 94-141 to Annex Land to the City of DeKalb as contained in instrument recorded December 29, 1994 as Document No. 94016494 and the terms and conditions thereof.
20. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
21. Right of way for drainage ditches, feeders, laterals, and underground drain tile or pipes, if any.

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

22. Rights of tenants, if any, in possession under unrecorded leases, and all parties claiming by through or there under.
23. The property address and tax parcel number listed above are provided solely for informational purposes, without warranty as to accuracy or completeness.

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### EXHIBIT A Property Description

Issuing Office File No.: MTA-Q-212075

THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 21, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT-OF-WAY, EXCEPTING THEREFROM A PARCEL OF LAND IN THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 21, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT-OF-WAY, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 21; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHWEST QUARTER (1/4), SAID LINE HAVING A BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,452.12 FEET TO THE POINT OF BEGINNING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC HIGHWAY DESIGNATED F.A. ROUTE 567 (ILLINOIS ROUTE 38); THENCE NORTHERLY ON SAID WEST LINE, SAID LINE HAVING A BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.99 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID F.A. ROUTE 567 (ILLINOIS ROUTE 38); THENCE EASTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,901.15 FEET AND A CHORD HAVING A BEARING OF SOUTH 80 DEGREES 36 MINUTES 05 SECONDS EAST, A CHORD OF 151.10 FEET TO A POINT; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE HAVING A BEARING OF SOUTH 78 DEGREES 19 MINUTES 26 SECONDS EAST, A DISTANCE OF 319.06 FEET TO A POINT; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 42,514.85 FEET AND A CHORD HAVING A BEARING OF SOUTH 77 DEGREES 54 MINUTES 51 SECONDS EAST, A CHORD DISTANCE OF 608.01 FEET TO A POINT; THENCE EASTERLY ON A LINE HAVING A BEARING OF SOUTH 81 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 202.61 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE HAVING A BEARING OF SOUTH 74 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 73.04 FEET TO A POINT IN THE EAST LINE OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 21; THENCE SOUTHERLY ON SAID EAST LINE, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES 13 MINUTES 47 SECONDS WEST, A DISTANCE OF 164.52 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 70 DEGREES 12 MINUTES 41 SECONDS WEST, A DISTANCE OF 112.90 FEET TO A POINT; THENCE WESTERLY ON A LINE HAVING A BEARING OF NORTH 80 DEGREES 04 MINUTES 55 SECONDS WEST, A DISTANCE OF 198.26 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 74 DEGREES 42 MINUTES 16 SECONDS WEST, A DISTANCE OF 99.94 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 77 DEGREES 46 MINUTES 28 SECONDS WEST, A DISTANCE OF 199.65 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 75 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 249.79 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID F.A. ROUTE 567 (ILLINOIS ROUTE 38); THENCE NORTHWESTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 42,384.85 FEET AND A CHORD HAVING A BEARING OF NORTH 78 DEGREES 17 MINUTES 07 SECONDS WEST, A CHORD DISTANCE OF 56.99 FEET TO A POINT; THENCE NORTHWESTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID LINE HAVING A BEARING OF NORTH 78 DEGREES 19 MINUTES 26 SECONDS WEST, A DISTANCE OF 319.06 FEET TO A POINT; THENCE WESTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,771.15 FEET AND A CHORD HAVING A BEARING OF NORTH 80 DEGREES 21 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 125.23 FEET TO THE POINT OF BEGINNING. (FOR THE PURPOSES OF THIS DESCRIPTION, THE WEST LINE OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 21 HAS BEEN ASSIGNED THE BEARING OF NORTH 0

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DEGREES 18 MINUTES 13 SECONDS EAST); FURTHER EXCEPTING THEREFROM THAT PART DEEDED TO THE BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY IN TRUSTEE'S DEED RECORDED AS DOCUMENT NO. 97011785 DESCRIBED AS FOLLOWS: THAT PART OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (1/4); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (1/4), 1,077.49 FEET TO THE NORTHERLY LINE OF THE F.A. ROUTE 567 (ILLINOIS ROUTE 38); THENCE EASTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,901.15 FEET AND A CHORD HAVING A BEARING OF SOUTH 80 DEGREES 36 MINUTES 05 SECONDS EAST, A CHORD DISTANCE OF 151.10 FEET; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE HAVING A BEARING OF SOUTH 78 DEGREES 19 MINUTES 26 SECONDS EAST, 319.06 FEET; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 42,514.85 FEET AND A CHORD HAVING A BEARING OF SOUTH 77 DEGREES 54 MINUTES 51 SECONDS EAST, A CHORD DISTANCE OF 608.01 FEET; THENCE EASTERLY ON A LINE HAVING A BEARING OF SOUTH 81 DEGREES 25 MINUTES 37 SECONDS EAST, 202.61 FEET; THENCE SOUTHEASTERLY ON A LINE HAVING A BEARING OF SOUTH 74 DEGREES 44 MINUTES 49 SECONDS EAST, 73.04 FEET TO A POINT ON THE EAST LINE OF THE SAID WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4); THENCE NORTHERLY ON SAID EAST LINE, 1,337.70 FEET TO THE NORTHEAST CORNER OF THE SAID WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4); THENCE WESTERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 31 SECONDS MEASURED CLOCKWISE FROM SAID EAST LINE, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (1/4), 1,327.13 FEET TO THE POINT OF BEGINNING; ALL IN TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

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its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such poles and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire or other conductors, for the transmission of electrical energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the construction and/or maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires without the written consent of said second party.

The party of the second part agrees to save and keep harmless the party of the first part from any and all damages by reason of the erection, operation and maintenance of said electric line over said premises.

WITNESS the hands and seals of the parties of the first part this 30 day of November, 1936.

Signed, Sealed and Delivered in presence of

G. E. Gustafson

A. J. Simmons (SEAL)

Agnes Simmons (SEAL)

STATE OF ILLINOIS, }  
County of DeKalb. } ss.

I, a duly qualified Notary Public, appointed for and a resident of DeKalb County, Illinois, do hereby certify that A.J. Simmons and Agnes Simmons who are 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, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of Homestead and Dower.

Given under my name and Notarial seal, this 30th day of November, A. D. 1936.

(SEAL)

My commission expires 4/21/40

C. W. Bradt  
Notary Public

Filed for record the 6th day of January, A. D. 1937 at 11:30 o'clock A. M.

131706

#### RIGHT OF WAY

Arthur U. Dodge Elva B. Dodge Of the first part, in consideration of One Dollar (\$1.00) to them paid by CENTRAL ILLINOIS LIGHT COMPANY, a corporation organized and existing under the laws of Illinois, of the second part, receipt of which is hereby acknowledged, Convey and warrant to the party of the second part, its successors, and assigns, forever, the easement and right to erect and maintain electric lines, consisting of poles, wires and distributing appliances for the purpose of transmitting and distributing electricity, on, over, and across the following described parcel of land in the Township of DeKalb County of DeKalb and State of Illinois, to wit: Located in that part of the West 1/2 of the Northwest 1/4 of Section 21, Township 40 North, Range 4 East, north of the Chicago and Northwestern Railroad.

The route to be taken by said line of poles and wires across said land being more specifically described as follows:

Commencing on the east boundary line of the above described parcel of land, thence west adjacent and parallel to the south right of way line of U.S. Route #30 to the West boundary line of said land. The center line of the poles to be 39 feet south of the center line of the present concrete and brick slab.

With full right and authority to the party of the second part, its successors, or assigns, and its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such poles and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire or other conductors, for the transmission of

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The par

any and

electrical energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the construction and/or maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires without the written consent of said second party.

The party of the second part agrees to save and keep harmless the party of the first part from any and all damages by reason of the erection, operation and maintenance of said electric line over said premises.

WITNESS the hands and seals of the parties of the first part this 30 day of November, 1936.

Signed, Sealed and Delivered in presence of

Arthur U. Dodge (SEAL)

G. E. Gustafson

Elva B. Dodge (SEAL)

STATE OF ILLINOIS, )  
County of DeKalb. ) ss.

I, a duly qualified Notary Public, appointed for and a resident of DeKalb County, Illinois, do hereby certify that A. U. Dodge and Elva B. Dodge who are 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, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of Homestead and Dower.

Given under my name and Notarial seal, this 30th day of November, A. D. 1936.

(SEAL)

My commission expires 4/21/40

C. W. Bradt  
Notary Public

Filed for record the 6th day of January A.D. 1937 at 11:30 o'clock A. M.

131707

#### RIGHT OF WAY

A. U. Dodge, Elva B. Dodge Of the first part, in consideration of One Dollar (\$1.00) to them paid by CENTRAL ILLINOIS LIGHT COMPANY, a corporation organized and existing under the laws of Illinois, of the second part, receipt of which is hereby acknowledged, convey and warrant to the party of the second part, its successors, and assigns, forever, the easement and right to erect and maintain electric lines, consisting of poles, wires and distributing appliances for the purpose of transmitting and distributing electricity, on, over, and across the following described parcel of land in the Township of DeKalb County of DeKalb and State of Illinois, to wit: Located in that part of the North 1/2 of the Northeast 1/4 of Section 20, Township 40 North, Range 4 East, between the Chicago and Northwestern railroad and U.S. Route #30. The route to be taken by said line of poles and wires across said land being more specifically described as follows:

Commencing on the east boundary line of the above described parcel of land, thence west adjacent and parallel to the south right of way line of U.S. Route #30 to the west boundary line of said land. The center line of the poles to be 39 feet south of the center line of the present concrete and brick slab.

With full right and authority to the party of the second part, its successors, or assigns, and its and their agents, servants and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such poles and other supports, with all necessary braces, guys, anchors and transformers, and stringing thereon and supporting and suspending therefrom lines of wire or other conductors, for the transmission of electrical energy, and to trim or remove any trees which at any time may interfere or threaten to interfere with the construction and/or maintenance of such lines. It is expressly understood that no buildings or other structures will be placed under such wires without the written consent of said second party.

The party of the second part agrees to save and keep harmless the party of the first part from any and all damages by reason of the erection, operation and maintenance of said electric line

NORTHERN ILLINOIS GAS COMPANY  
GAS MAIN RIGHT

W.O. 160588  
JOB 1004A  
PARCEL A-80R

The Grantor Jeanette D. Barr

of Jeanette D. Barr, ~~resides~~, in consideration of the sum of One Dollar and other good and valuable considerations in hand paid by the NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation (receipt of which is hereby acknowledged) does hereby give and grant to said NORTHERN ILLINOIS GAS COMPANY, its successors and assigns, the right to lay, maintain, operate, renew and remove a gas main or mains and ~~other necessary gas facilities~~ with the right of access thereto for said purposes, in, upon, under, along and across the property of said Grantor, hereinafter described:

That part of the West half of the Northwest Quarter of Section 21, lying between the center line of Lincoln Highway (Alt. Route 30) and a line drawn 52 feet southerly of and parallel with said highway center line of Section 21, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb Township, DeKalb County, Illinois.

"The Northern Illinois Gas Company, its successors and assigns, agrees to save and keep harmless the property of the Grantor from all damage by reason of the operation and maintenance of said gas main."

CONDITIONS:

Said gas main shall be placed at an approximate depth of thirty (30) inches below the surface of the ground.

Grantee shall pay reasonable compensation for all damages caused to crops real and/or personal property upon the said premises in the installation, maintenance, operation, renewal and removal of said gas main.

Grantee herein agrees, at its own expense and at no expense to the Grantor or tenant, if any, to repair or replace all fences which may be damaged by the installation, maintenance, operation or removal of said gas main.

Grantee herein agrees to replace in a good and workmanlike manner and with substantial supports, all tile cut in the installation, operation, maintenance, renewal and removal of said gas main; and to replace or repair any existing roadway crossings over the said gas main.

Grantee herein agrees to install suitable markers over the gas pipe line at existing fence line crossings.

IN WITNESS WHEREOF, the Grantor has hereunto set HER hand and seal this 11<sup>th</sup> day of OCTOBER, A.D., 1961.

Jeanette D. Barr

BOOK 374 PAGE 475

NOV - 5 1962 AT - 10 50 AM

STATE OF ILLINOIS  
COUNTY OF DEKALB

818807

W.R. Best  
NORTHERN ILLINOIS GAS CO  
P.O. Box #3  
BROOKVIEW, ILL.



My Commission expires: \_\_\_\_\_  
NOTARY PUBLIC  
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1962.  
for the uses and purposes therein set forth.  
sealed and delivered said instrument as \_\_\_\_\_  
appeared before me this \_\_\_\_\_ day of \_\_\_\_\_  
subscribed to the foregoing instrument,  
personally known to me to be the same person  
whose name \_\_\_\_\_  
do hereby certify that \_\_\_\_\_  
for said County and State and residing in the County of \_\_\_\_\_  
I, \_\_\_\_\_  
Notary Public in and

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1962.

STATE OF ILLINOIS  
COUNTY OF DEKALB

NORTHERN ILLINOIS GAS COMPANY  
GAS MAIN RIGHT

W.O. 160586  
JOB 1004A  
PARCEL A-80R

The Grantor Gardner A. Dodge

of Lebanon, Illinois, in consideration of the sum of One Dollar and other good and valuable considerations in hand paid by the NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation (receipt of which is hereby acknowledged) does hereby give and grant to said NORTHERN ILLINOIS GAS COMPANY, its successors and assigns, the right to lay, maintain, operate, renew and remove a gas main or mains and ~~other necessary gas facilities~~ together with the right of access thereto for said purposes, in, upon, under, along and across the property of said Grantor, hereinafter described:

That part of the West half of the Northwest Quarter of Section 21, lying between the center line of Lincoln Highway (Alt. Route 30) and a line drawn 52 feet Southerly of and parallel with said highway center line of Section 21, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb Township, DeKalb County, Illinois.

"The Northern Illinois Gas Company, its successors and assigns, agrees to save and keep harmless the property of the Grantor from all damage by reason of the operation and maintenance of said gas main."

CONDITIONS:

Said gas main shall be placed at an approximate depth of thirty (30) inches below the surface of the ground.

Grantee shall pay reasonable compensation for all damages caused to crops real and/or personal property upon the said premises in the installation, maintenance, operation, renewal and removal of said gas main.

Grantee herein agrees, at its own expense and at no expense to the Grantor or tenant, if any, to repair or replace all fences which may be damaged by the installation, maintenance, operation or removal of said gas main.

Grantee herein agrees to replace in a good and workmanlike manner and with substantial supports, all tile cut in the installation, operation, maintenance, renewal and removal of said gas main; and to replace or repair any existing roadway crossings over the said gas main.

Grantee herein agrees to install suitable markers over the gas pipe line at existing fence line crossings.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 26th day of October, A.D., 1962

200

BOOK 374 PAGE 473

NOV - 5 1962 AT - 10 50 AM

NOTARY PUBLIC

818806

W.R. Bristol  
Northern Illinois Gas Co.  
P.O. Box #3  
Brookfield, Ill.

My Commission Expires: 06 1963  
NOTARY PUBLIC  
I, Charles H. DePoy, a Notary Public in and for said County and State and being in the County of DePoy do hereby certify that personally known to me to be the same person appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as for the uses and purposes therein set forth. Given under my hand and notarial seal this 26th day of A.D. 1962



STATE OF ILLINOIS  
COUNTY OF DePoy

A.D. 1962

BOOK 374 PAGE 473



NORTHERN ILLINOIS GAS COMPANY  
GAS MAIN RIGHT

W.O. 160588  
JOB 1004A  
PARCEL A-80R

The Grantor                     , Ralph U. Dodge

of Mountain Grove Missouri,                     , in consideration of the sum of One Dollar and other good and valuable considerations in hand paid by the NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation (receipt of which is hereby acknowledged) does hereby give and grant to said NORTHERN ILLINOIS GAS COMPANY, its successors and assigns, the right to lay, maintain, operate, renew and remove a gas main or mains and ~~other necessary gas service~~ with the right of access thereto for said purposes, in, upon, under, along and across the property of said Grantor                     , hereinafter described:

That part of the West half of the Northwest Quarter of Section 21, lying between the center line of Lincoln Highway (Alt. Route 30) and a line drawn 52 feet Southerly of and parallel with said highway center line of Section 21, Township 40 North, Range 4 East of the Third Principal Meridian, DeKalb Township, DeKalb County, Illinois.

"The Northern Illinois Gas Company, its successors and assigns, agrees to save and keep harmless the property of the Grantor from all damage by reason of the operation and maintenance of said gas main."

CONDITIONS:

Said gas main shall be placed at an approximate depth of thirty (30) inches below the surface of the ground.

Grantee shall pay reasonable compensation for all damages caused to crops real and/or personal property upon the said premises in the installation, maintenance, operation, renewal and removal of said gas main.

Grantee herein agrees, at its own expense and at no expense to the Grantor or tenant                     , if any, to repair or replace all fences which may be damaged by the installation, maintenance, operation or removal of said gas main.

Grantee herein agrees to replace in a good and workmanlike manner and with substantial supports, all tile cut in the installation, operation, maintenance, renewal and removal of said gas main; and to replace or repair any existing roadway crossings over the said gas main.

Grantee herein agrees to install suitable markers over the gas pipe line at existing fence line crossings.

IN WITNESS WHEREOF, the Grantor                      has hereunto set                      His                      hand and seal                      this 8th day of October, A.D., 1962.

Ralph U. Dodge

200

BOOK 374 PAGE 471

RECORDED

NOV - 5 1962 AT - 10 50 AM

STATE OF ILLINOIS  
COUNTY OF DEKALB  
FILED FOR RECORD

313805

W R BRISTOL  
NORTHERN ILLINOIS GAS CO  
P.O. Box #3  
Bloomfield, Ill.

Unofficial

My Commission Expires: May 12th 1964



*J. R. Hargess*  
NOTARY PUBLIC

I, J. R. Hargess, a Notary Public in and for said County and State and residing in the County of Wright do hereby certify that personally known to me to be the same person whose name appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal this 8th day of December, A.D., 1962.

MISSOURI  
STATE OF ILLINOIS  
COUNTY OF WRIGHT  
SS

BOOK 374 PAGE 472

THE GRANTOR, Dorothy B. Dodge, a widow and not remarried, of the Village of Lombard, County of DuPage and State of Illinois, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the "Grantee"), its successors and assigns, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, a perpetual right, easement, permission and authority to construct, erect, operate, use, maintain, relocate, renew and remove electrical transmission lines including poles, wires, cables, conduits, manholes, underground counterpoise and necessary fixtures and appurtenances attached thereto in, on, under, over, through, along and across the premises of the Grantor, described as follows:

The West 22.5 feet of the West half of the Southwest quarter of Section 16;

also

The West 23.5 feet of that part of the West half of the Northwest quarter of Section 21 lying North of the Chicago and North Western Railway Company Right-of-Way;

also

The East 19.5 feet of the Southeast quarter of Section 17;

All in Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb County, Illinois.

for the transmission of electric energy, such lines to form a part of an electrical transmission system extending from the lands owned by the Grantee and the station and other structures thereon in DeKalb County, Illinois, to other lands and structures located beyond the premises of the Grantor, together with the right to cut, control, trim or eliminate, and at its option, remove from said premises or the premises of the Grantor adjoining the same on either side, any trees, saplings, overhanging branches, shrubs, bushes or other obstacles or obstructions which may endanger the safety or interfere with the installation, use or enjoyment of any pole, wire, cable or facility constructed or to be constructed in, on, under,

over, through, along and across said premises, and the right of ingress and egress to and over said above described premises at any and all times, for such purposes, including patrolling the lines, repairing, removing or renewing said above numerated facilities, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Grantee will promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises and will pay Grantor all damages proximately caused by the construction, operation, maintenance or removal of said electrical transmission lines.

All claims for damages caused by the operation and maintenance of such lines shall be made at or mailed to the office of the Grantee, c/o Real Estate Department, 72 West Adams Street, Chicago, Illinois 60690, within thirty (30) days after such damages accrue.

The Grantor expressly reserves the right to use the surface of said premises for agricultural or landscaping purposes in such manner as not to interfere with the construction, operation, maintenance, patrol and use by Grantee, its successors and assigns, of the electrical transmission lines, equipment and appurtenances thereto, or with other transmission line uses, and no building, structure or obstruction shall be placed or erected by the Grantor on said premises.

This Grant contains all the terms and conditions of this easement, express or implied between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees.

WITNESS, Grantor's hand this 8th day of April  
A.D. 1968.

Dorothy B. Dodge (SEAL)  
Dorothy B. Dodge

~~The undersigned tenant and person in possession of the~~  
premises above described, in consideration of the sum of One Dollar  
(\$1.00) to Her in hand paid by Commonwealth Edison Company,  
does hereby consent and agree that said Commonwealth Edison Company,  
its successors and assigns, may construct, maintain, renew and  
operate electric transmission lines over and across said premises  
upon the terms and conditions as are stated and set forth in this  
instrument.

WITNESS my hand and seal this 8th day of April  
A.D. 1968.

Dorothy B. Dodge (SEAL)

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

STATE OF ILLINOIS )  
                    COOK )SS  
COUNTY OF DU PAGE )

I, Donald J. [Signature], a Notary Public in and  
for said County and State, and residing in the County of COOK  
do hereby certify that Dorothy B. Dodge, a widow and not remarried,  
personally known to me to be the same person whose name is sub-  
scribed to the foregoing instrument, appeared before me this day  
in person and acknowledged that she signed, sealed and delivered  
said instrument as her free and voluntary act for the uses and  
purposes therein set forth, including the release and waiver of  
the right of homestead.

GIVEN under my hand and notari: l seal this 8th day of  
April, A.D. 1968.

34295 STATE OF ILLINOIS } SS  
COUNTY OF DEKALB }  
FILED FOR RECORD

APR 22 1968 - 12 35 PM

Donald J. [Signature]  
Notary Public

My Commission expires: August 8, 1972

13  
351  
RETURN To - COMM. EDISON CO.  
78 W. ADAMS ST.  
Room 1535  
CHICAGO, ILL. 60690

THE GRANTORS, Ralph U. Dodge and Eleanor H. Dodge, his wife, of the County of Webster and State of Missouri, for an in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the "Grantee"), its successors and assigns, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, a perpetual right, easement, permission and authority to construct, erect, operate, use, maintain, relocate, renew and remove electrical transmission lines including poles, wires, cables, conduits, manholes, underground counterpoise and necessary fixtures and appurtenances attached thereto in, on, under, over, through, along and across the premises of the Grantors, described as follows:

The West 23.5 feet of the West half of the Southwest quarter of Section 16;

also

The West 23.5 feet of that part of the West half of the Northwest quarter of Section 21 lying North of the Chicago and North Western Railway Company Right-of-Way;

also

The East 19.5 feet of the Southeast quarter of Section 17;

All in Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb County, Illinois.

for the transmission of electric energy, such lines to form a part of an electrical transmission system extending from the lands owned by the Grantee and the station and other structures thereon in DeKalb County, Illinois, to other lands and structures located beyond the premises of the Grantors, together with the right to cut, control, trim or eliminate, and at its option, remove from said premises or the premises of the Grantors adjoining the same on either side, any trees, saplings, overhanging branches, shrubs, bushes or other obstacles or obstructions which may endanger the safety or interfere with the installation, use or enjoyment of any pole, wire,

cable or facility constructed or to be constructed in, on, under, over, through, along and across said premises, and the right of ingress and egress to and over said above described premises at any and all times, for such purposes, including patrolling the lines, repairing, removing or renewing said above numerated facilities, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Grantee will promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises and will pay Grantors all damages proximately caused by the construction, operation, maintenance or removal of said electrical transmission lines.

All claims for damages caused by the operation and maintenance of such lines shall be made at or mailed to the office of the Grantee, c/o Real Estate Department, 72 West Adams Street, Chicago, Illinois 60690, within thirty (30) days after such damages accrue.

The Grantors expressly reserve the right to use the surface of said premises for agricultural or landscaping purposes in such manner as not to interfere with the construction, operation, maintenance, patrol and use by Grantee, its successors and assigns, of the electrical transmission lines, equipment and appurtenances thereto, or with other transmission line uses, and no building, structure or obstruction shall be placed or erected by the Grantors on said premises.

This Grant contains all the terms and conditions of this easement, express or implied between the parties hereto and shall be binding upon, and inure to the benefit of, Grantors and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees.

WITNESS, Grantors hand this 6th day of April,

A.D. 1967.

Ralph U. Dodge (SEAL)  
Ralph U. Dodge

Eleanor H. Dodge (SEAL)  
Eleanor H. Dodge

342952



~~The undersigned tenant and person in possession of the~~  
premises above described, in consideration of the sum of One Dollar  
(\$1.00) to them, in hand paid by Commonwealth Edison Company,  
does hereby consent and agree that said Commonwealth Edison Company,  
its successors and assigns, may construct, maintain, renew and  
operate electric transmission lines over and across said premises  
upon the terms and conditions as are stated and set forth in this  
instrument.

A.D. 1968.

WITNESS my hand and seal this 6th day of April,

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

STATE OF MISSOURI }  
COUNTY OF WEBSTER }

I, Gerald L. Dodge, a Notary Public in  
and for said County and State, and residing in the County of WEBSTER,  
do hereby certify that Ralph U. Dodge and Eleanor H. Dodge, his wife,  
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, sealed and delivered said instrument as  
their free and voluntary act for the uses and purposes therein set forth,  
including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 6th day of

April, 1968. 342952

STATE OF ILLINOIS  
COUNTY OF DEKALB  
FILED FOR RECORD

APR 22 1968 - 12 35 PM

My Commission Expires:

April 20,

Ralph U. Dodge  
1968.

SECRETARY  
OF DEKALB

Gerald L. Dodge  
Notary Public

RETURN TO - COMM. EDISON CO.  
75 W. ADAMS ST.  
Room 1535  
CHICAGO, ILL. 60690

THE GRANTORS, Jeanette D. Barr and Harry O. Barr, her husband, of Roslyn Heights, County of Nassau and State of New York, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the "Grantee"), its successors and assigns, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, a perpetual right, easement, permission and authority to construct, erect, operate, use, maintain, renew and remove electrical transmission lines including poles, wires, cables, conduits, manholes, underground counterpoise and necessary fixtures and appurtenances attached thereto in, on, under, over, through, along and across the premises of the Grantors, described as follows:

The West 23.5 feet of the West half of the Southwest quarter of Section 16;

also

The West 23.5 feet of that part of the West half of the Northwest quarter of Section 21 lying North of the Chicago and North Western Railway Company Right-of-Way;

also

The East 19.5 feet of the Southeast quarter of Section 17;

All in Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb County, Illinois.

for the transmission of electric energy, such lines to form a part of an electrical transmission system extending from the lands owned by the Grantee and the station and other structures thereon in DeKalb County, Illinois, to other lands and structures located beyond the premises of the Grantors, together with the right to cut, control, trim or eliminate, and at its option, remove from said premises or the premises of the Grantors adjoining the same on either side, any trees, saplings, overhanging branches, shrubs, or other obstacles or obstructions which may endanger the safety or interfere with the installation, use or enjoyment of any pole,

wire, cable or facility constructed or to be constructed in, on, under, over, through, along and across said premises, and the right of ingress and egress to and over said above described premises at any and all times, for such purposes, including patrolling the lines, repairing, removing or renewing said above numerated facilities, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Grantee will promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises and will pay Grantors all damages proximately caused by the construction, operation, maintenance or removal of said electrical transmission lines.

All claims for damages caused by the operation and maintenance of such lines shall be made at or mailed to the office of the Grantee, c/o Real Estate Department, 72 West Adams Street, Chicago, Illinois 60690, within thirty (30) days after such damages accrue.

The Grantors expressly reserve the right to use the surface of said premises for agricultural or landscaping purposes in such manner as not to interfere with the construction, operation, maintenance, patrol and use by Grantee, its successors and assigns, of the electrical transmission lines, equipment and appurtenances thereto, or with other transmission line uses, and no building, structure or obstruction shall be placed or erected by the Grantors on said premises.

This Grant contains all the terms and conditions of this easement, express or implied between the parties hereto and shall be binding upon, and inure to the benefit of, Grantors and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees.

WITNESS, Grantors hand this 26 day of March,

A.D. 1968.

Jeanette D. Barr (SEAL)  
Jeanette D. Barr

Harry O. Barr (SEAL)  
Harry O. Barr

WITNESS my hand and seal this 26 day of March,  
A.D. 1968.

Tennette Parr (SEAL)

~~WITNESS.~~

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NASSAU )

I, EDNA M. STORCK, a Notary Public in and  
for said County and State, and residing in the County of MASSACHUSETTS,  
do hereby certify that Jeanette D. Barr and Harry O. Barr, her  
husband, 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, sealed  
and delivered said instrument as their free and voluntary act  
for the uses and purposes therein set forth, including the release  
and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 26 day of March, A.D. 1968.

EDNA M. STOECKLER  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 303857585  
QUALIFIED IN NASSAU COUNTY.  
TERM EXPIRES MARCH 30, 1969.

John M. Steadler  
Notary Public

My Commission expires: \_\_\_\_\_, 19\_\_.

The undersigned tenant\_ and person\_ in possession of the premises above described, in consideration of the sum of One Dollar (\$1.00) to THEM in hand paid by Commonwealth Edison Company, does hereby consent and agree that said Commonwealth Edison Company, its successors and assigns, may construct, maintain, renew and operate electric transmission lines over and across said premises upon the terms and conditions as are stated and set forth in this instrument.

WITNESS my hand and seal this 17 day of APRIL, A.D. 1968.

CALIFORNIA PACKING CORP.

By CA - 27 on Lupt.

WITNESS: V. A. Longuet

WITNESS: \_\_\_\_\_

342951

STATE OF ILLINOIS }  
COUNTY OF DEKALB }  
FILED FOR RECORD

APR 22 1968 12 35 PM

Ralph Joiner

RETURN TO - COMM. EDISON Co.  
72 W. ADAMS ST.  
Room 1535  
CHICAGO, ILL. 60690

342951

375

GRANTEE *Return*  
NORTHERN ILLINOIS GAS CO.  
REAL ESTATE  
EAST-WEST TOWNSHIP AT RTE. 59  
P. O. BOX 180

Sec. 16 & 21 Twp. 40 N., R. 4 E3PM  
DeKalb Twp., DeKalb County  
Central File # \_\_\_\_\_

AURORA, ILLINOIS 60507 NORTHERN ILLINOIS GAS COMPANY W.O. \_\_\_\_\_  
GAS MAIN EASEMENT PARCEL 3-218R

The Grantors, JEANETTE D. BARR and HARRY O. BARR, her husband, and RALPH U. DODGE and ELEANOR H. DODGE, his wife, and DOROTHY B. DODGE, a widow, their successors, assigns, heirs, administrators and executors, in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid by the NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation (the sufficiency thereof and receipt of which is hereby acknowledged) does hereby give and grant unto said NORTHERN ILLINOIS GAS COMPANY, its successors and assigns, a perpetual easement and right of way for the purpose of laying, maintaining, operating, renewing, replacing and removing a 8" gas main and any necessary gas facilities appurtenant thereto, including one gas regulator vault, together with the right of access thereto for said purposes, in, upon, under, along and across the following described property situated in DeKalb County, Illinois:

The East 10 feet of the West 23.5 feet of the West Half of the Southwest Quarter of Section 16, Township 40 North, Range 4 East of the Third Principal Meridian, in DeKalb Township, DeKalb County, Illinois.

also

The East 10 feet of the West 23.5 feet of the part of the West Half of the Northwest Quarter of Section 21, Township 40 North, Range 4 East of the Third Principal Meridian lying North of the centerline of U.S. Alt. 30, in DeKalb Township, DeKalb County, Illinois.

also

The West 23.5 feet of that part of the West Half of the Northwest Quarter of Section 21, Township 40 North, Range 4 East of the Third Principal Meridian, lying between the centerline of U.S. Alt. 30 and a line drawn 52 feet South of and parallel with said road centerline, in DeKalb Township, DeKalb County, Illinois.

CONDITIONS:

Grantee shall defend, indemnify and hold harmless Grantor and any tenant of Grantor of and from any liability or damages or claims arising from the operations or activities of Grantee herein.

Grantor reserves the right to use the Easement Property in any manner not inconsistent with the rights granted herein, provided, however, that Grantor shall not build, construct, erect or place, or permit others to build, construct, erect or place any buildings, or other structures above, over, in, upon, across, along or under the Easement Property without the prior written consent of Grantee.

Said gas mains shall be placed at an approximate depth of thirty (30) inches below the surface of the ground.

Grantee shall pay reasonable compensation for all damages caused to crops, real and/or personal property upon the said premises in the installation, maintenance, operation, renewal, replacement and removal of said gas mains.

Grantee herein agrees, at its own expense and at no expense to the Grantor or tenant, if any, to repair or replace all fences which may be damaged by the installation, maintenance, operation, replacement or removal of said gas mains.

Grantee herein agrees to replace in a good and workmanlike manner and with substantial supports, all tile cut in the installation, operation, maintenance, renewal, replacement and removal of said gas mains; and to replace or repair any existing roadway crossings over the said gas mains.

Grantee herein agrees to install suitable markers over the gas mains at existing fence line crossings.

It is hereby understood and agreed that this agreement cannot be changed in any way except in writing signed by the Grantor and the duly authorized agent of the Grantee.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 29 day of August, A.D., 1969.  
DEL MONTE FOOD PRODUCTS

C. A. Maw  
Farm Supt. (tenant)

Jeanette D. Barr  
Jeanette D. Barr

Harry O. Barr  
Harry O. Barr

Ralph U. Dodge  
Ralph U. Dodge

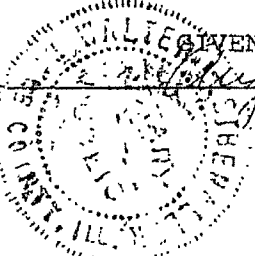
Eleanor H. Dodge  
Eleanor H. Dodge

Dorothy B. Dodge  
Dorothy B. Dodge

ILLINOIS  
STATE OF ~~NEW YORK~~ )  
DEKALB ) SS  
COUNTY OF ~~NASSAU~~ )

I, Walter J. Schenckler, a Notary Public in and for said County and State and residing in the County of Kane do hereby certify that Jeanette D. Barr and Harry O. Barr, ~~Ralph U. Dodge and Eleanor H. Dodge, and Dorothy B. Dodge~~, 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, sealed and delivered said instrument as their free and voluntary act for the purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of August, A.D., 1969.



Walter J. Schenckler  
Notary Public

My Commission expires

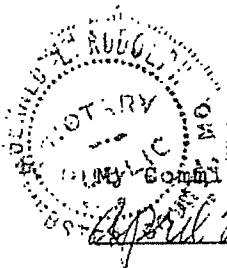
August 18, 1973.



STATE OF MISSOURI )  
COUNTY OF WEBSTER )

I, Gerald L. Rudolph, a Notary Public in and for said County and State and residing in the County of Webster do hereby certify that Ralph U. Dodge and Eleanor H. Dodge, 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, sealed and delivered said instrument as their free and voluntary act for the purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of September, A.D., 1969.

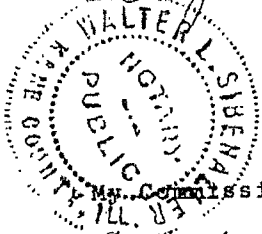


Gerald L. Rudolph  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF DEKALB )

I, WALTER L. SIBENALLER, a Notary Public in and for said County and State and residing in the County of KANE do hereby certify that Dorothy B. Dodge, 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 she signed, sealed and delivered said instrument as her free and voluntary act for the purposes therein set forth.

GIVEN under my hand and notarial seal this 8 day of September, A.D., 1969.



Walter L. Sibenaller  
Notary Public

351302

STATE OF ILLINOIS )  
COUNTY OF DEKALB ) SS  
FILED FOR RECORD

DEC - 4 1969 - 8 30 AM

Ralph Joimer REC'D  
OF DEEDS

475

351302

# ANNEXATION AGREEMENT

FILED FOR RECORD  
DEKALB COUNTY, IL.

95 MAY 26 AM 10: 29

*Sharon L. Holmes*  
DEKALB COUNTY RECORDER

95004979

16-

THIS ANNEXATION AGREEMENT, entered into by and between DeKalb Sanitary District, a municipal corporation of the State of Illinois (hereinafter referred to as "DISTRICT"), and Belvidere National Bank and Trust Company, not personally, but solely as Trustee under Trust Agreement dated July 19, 1994, and known as Trust No. 1476 (hereinafter referred to as "OWNER(S)"),

WITNESSETH: WHEREAS, the DISTRICT operates and maintains a sewage treatment facility in the City of DeKalb, Illinois, along with a collection system consisting of trunk lines; and

\* The Above Space for Recorder's Use Only \*

See Attached Exhibit "A".

WHEREAS, the OWNER(S) is/are desirous of having effluent from the sewage collection system which they intend to construct on the property hereinafter described discharge into the trunk lines of the DISTRICT and be treated by the sewage treatment plant of the DISTRICT; and

WHEREAS, the DISTRICT has determined that it has sufficient capacity to adequately serve the land of the OWNER(S) and has determined that it would be in the best interests of the DISTRICT and of the general public that said effluent be treated by the DISTRICT; and

WHEREAS, the OWNER(S) and the DISTRICT both agree that it would be in the best interests of the parties that the property of the OWNER(S) become part of the DISTRICT.

## NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. **DISTRICT TO ANNEX.** That the DISTRICT does hereby agree to annex the property owned by the OWNER(S), fully described in the attached Exhibit "A".

2. **OWNERS TO ANNEX.** That the OWNER(S) do(es) hereby agree that the property described in the attached Exhibit "A" shall become annexed to and a part of the DISTRICT. In furtherance hereof, the OWNER(S) shall submit an irrevocable petition to annex the property to the DISTRICT simultaneously with the execution hereof.

3. **DISTRICT TO TREAT EFFLUENT.** The DISTRICT hereby agrees that it will allow the OWNER(S) to connect his/her/their sewer collection line to the trunk lines of the DISTRICT and that the DISTRICT will treat the effluent which is discharged into the DISTRICT trunk lines; it being further agreed by the DISTRICT that it will accept such effluent for treatment at any time after execution of this Agreement.

4. **OWNERS TO MAKE CONNECTION.** OWNER(S) agree(s) that he/she/they will make the service connection to the collection system at his/her/their own expense.

5. **ANNEXATION FEE.** The OWNER(S) shall pay the annexation fee for the annexation of the property listed on the attached Exhibit "A", said annexation being computed at the rate of One Thousand and no/100 (\$1,000.00) Dollars per acre, to be paid in the following manner: Sixty-six Thousand and no/100 (\$66,000.00) Dollars thereof shall be paid simultaneously with the execution of this Agreement. The balance thereof shall be paid in two (2) equal annual installments without interest. The OWNERS, however, shall either deposit the deferred portion of the annexation fees into an escrow account or provide Letters of Credit or other financial assurances to the satisfaction of the District that

said funds will be paid when due. It is understood that any such Letters of Credit (or other financial assurances) will remain in full force and effect during the two-year period commencing with date hereof or until the total amount of the annexation fee is paid in full with the understanding that the Letters of Credit need only be in the amounts outstanding from time-to-time and no deposit of funds shall be required as long as such Letters of Credit are outstanding. It is understood that this agreement on the part of the District to accept the annexation fee in installments is based upon the Owner's representation that 66 acres of the property will be used immediately, one-half (½) of the balance after one (1) year and the balance after two (2) years. Notwithstanding anything herein to the contrary, in the event the Owner is desirous of utilizing the property sooner than the schedule set forth above, the annexation fee will be due and payable in cash at the time the property is used. No portion of this fee is refundable for any reason.

6. **APPLICATION FEE.** OWNER(S) agree(s) that in addition to the annexation fee, he/she/they will pay an application fee of Seventy-five and no/100 (\$75.00) Dollars.

7. **RULES AND REGULATIONS TO APPLY.** OWNER(S) agree(s) that he/she/they will, at all times, abide by all rules, regulations and ordinances of the DEKALB SANITARY DISTRICT, which may be in effect from time to time.

8. **NO FURTHER FEES.** It is agreed between the parties hereto that payments made hereunder shall be made in lieu of any future annexation or other fees or donations or like contributions (except customary and usual connection fees or user fees consistently applied) which may be charged by the DISTRICT regardless of the amount of the fee at the time of actual annexation.

9. **BINDING EFFECT.** This agreement shall be binding upon and inure to the benefit of the property and the heirs, successors and assigns of the respective parties hereto.

10. **CAPACITY.** The District hereby agrees that it owns, operates and maintains a sanitary sewer system within its borders for sewer disposal, and will endeavor to assure that said system has and at all times will have sufficient capacity in its trunk lines and plant to accept and treat sewage from the property described on the attached Exhibit "A" in accordance with Owner's proposed commercial and residential development thereof, and which shall be maintained and operated by the District as a public improvement in accordance with applicable laws and regulations. The DeKalb Sanitary District, as it has done in the past, continues to construct and place into operation, facilities for the conveyance and treatment of wastewater in order to promote the health, safety, comfort and convenience of its inhabitants and for the protection and reclamation of water resources. As the district service area grows, the district will continue to promote said benefits for its inhabitants.

11. **TRUSTEE EXCULPATION.** It is expressly understood and agreed upon by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against BELVIDERE NATIONAL BANK AND TRUST COMPANY or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

EXECUTED this 14 day of March, 1995.

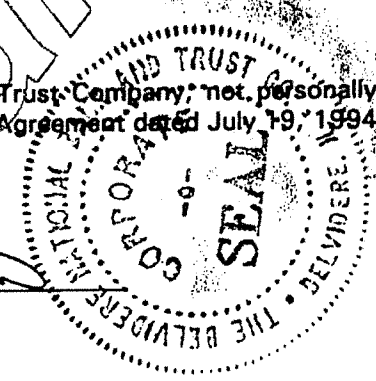
DEKALB SANITARY DISTRICT

By: John B. Diat  
President

DEKALB SANITARY DISTRICT  
DEKALB TOWNSHIP  
CORPORATE  
SEAL  
ATTEST:  
DEKALB COUNTY, ILL.  
By: James H. Kunkel  
CLERK

Belvidere National Bank and Trust Company, not personally, but  
solely as Trustee under Trust Agreement dated July 19, 1994, and  
known as Trust No. 1476

By: [Signature]  
Executive Vice President  
Senior Trust Officer



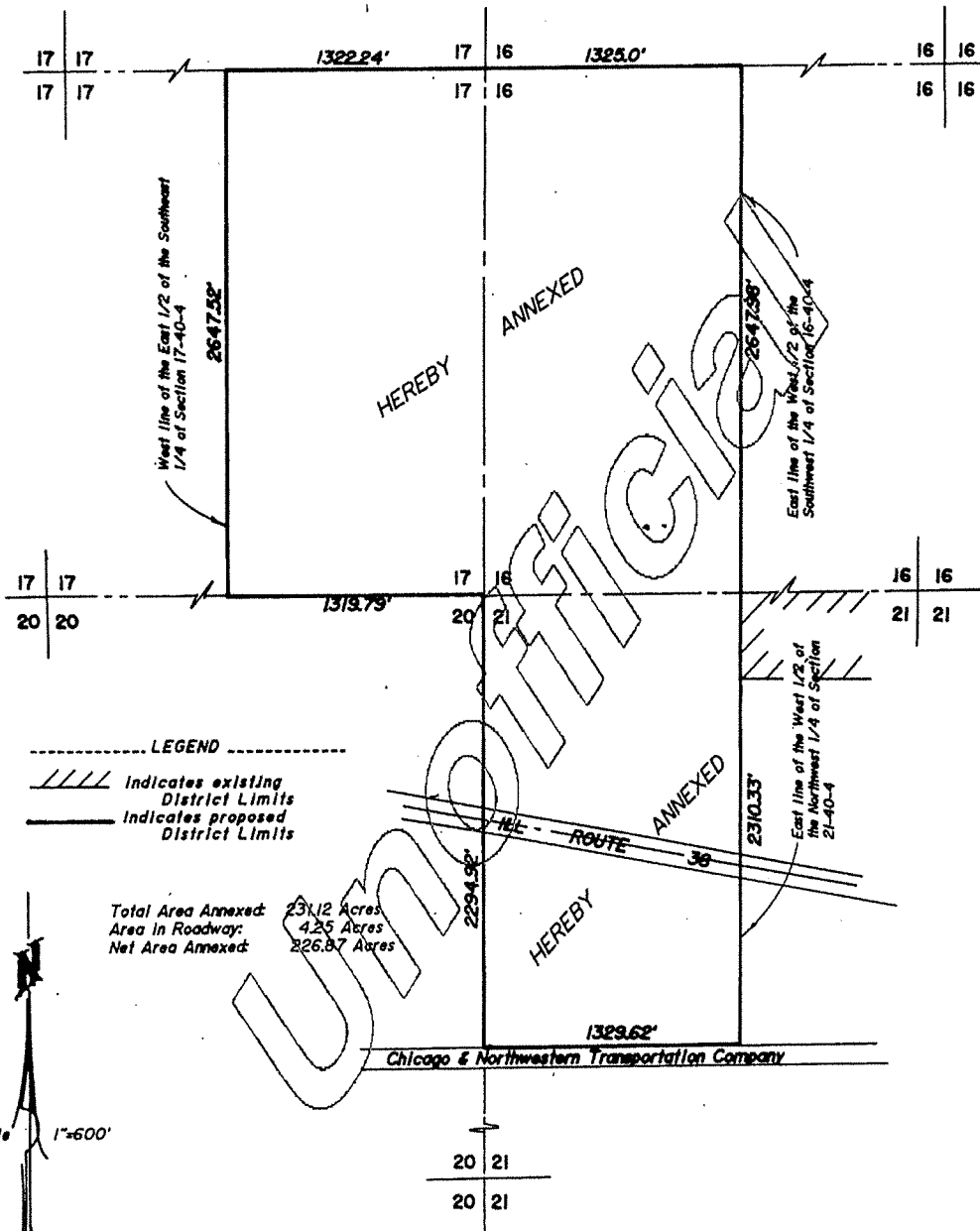
Attest:

By: Darlene Bickler  
Assistant Vice President  
Personal Trust Officer

This Instrument Prepared by and Return to:  
**CLIFFE, FOSTER, CORNEILLE & BUICK**  
Attorneys at Law  
151 West Lincoln Highway  
DeKalb, Illinois 60115  
(815) 758-6616

# Map of Territory Annexed to the DeKalb Sanitary District

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16; THE WEST HALF OF THE NORTH-  
WEST QUARTER OF SECTION 21, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILWAY  
RIGHT-OF-WAY; AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP  
40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS,  
EXCEPTING THEREFROM THAT PORTION LYING WITHIN ILLINOIS ROUTE 381.



FOR: DARECLOUD DEVELOPMENT  
 JOB NO. WES 5231

EXHIBIT "A"

95004979

**Annexation No. 147  
Ordinance No. 364  
DeKalb Sanitary District**

FILED FOR RECORD  
DEKALB COUNTY, IL.

95 MAY 26 AM 10:30

*Sharon L. Holmes*  
DEKALB COUNTY RECORDER

95004980

15'  
WHEREAS, Belvidere National Bank and Trust Company, not personally, but solely as Trustee under Trust Agreement dated July 19, 1994, and known as Trust No. 1476, has filed with the DEKALB SANITARY DISTRICT its petition for annexation of a certain parcel of land, which is described on the attached schedule designated Exhibit "A" and by reference made a part hereof; and

\* The Above Space for Recorder's Use Only \*

WHEREAS, said property is contiguous to the DEKALB SANITARY DISTRICT; and

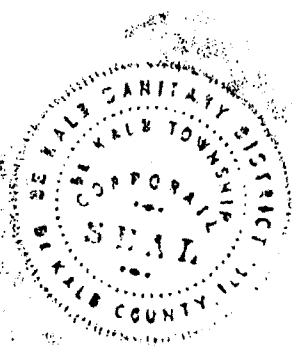
WHEREAS, the Petitioner has tendered to the District the required filing fees and annexation fees; and

WHEREAS, the sanitary sewer collection system that will be serving the area to be annexed has sufficient capacity to adequately serve the property sought to be annexed.

NOW, THEREFORE, BE IT ORDAINED:

That the DEKALB SANITARY DISTRICT does hereby annex into the District the property described on attached Exhibit "A".

This Ordinance adopted at the regular meeting of the DEKALB SANITARY DISTRICT on the 15<sup>th</sup> day of March, A. D. 1995, by the unanimous vote of all trustees present.



*[Signature]*  
Vice President  
*[Signature]*  
Clerk

This Document Prepared By:

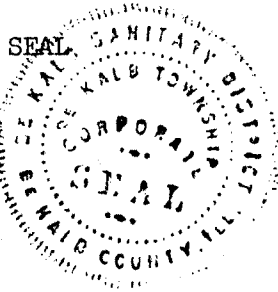
**CLIFFE, FOSTER, CORNEILLE & BUICK**  
Attorneys at Law  
151 West Lincoln Highway  
DeKalb, Illinois 60115  
(815) 758-6616


Keep in File

Plat Book "Z"  
Page 45

CERTIFICATION

I, James A. Kunkel, the clerk of the De Kalb Sanitary District of the County of DeKalb, State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true a correct copy of an ordinance duly adopted by its Board of Trustees, at a meeting duly convened and held on the 15<sup>th</sup> day of March, 1995.



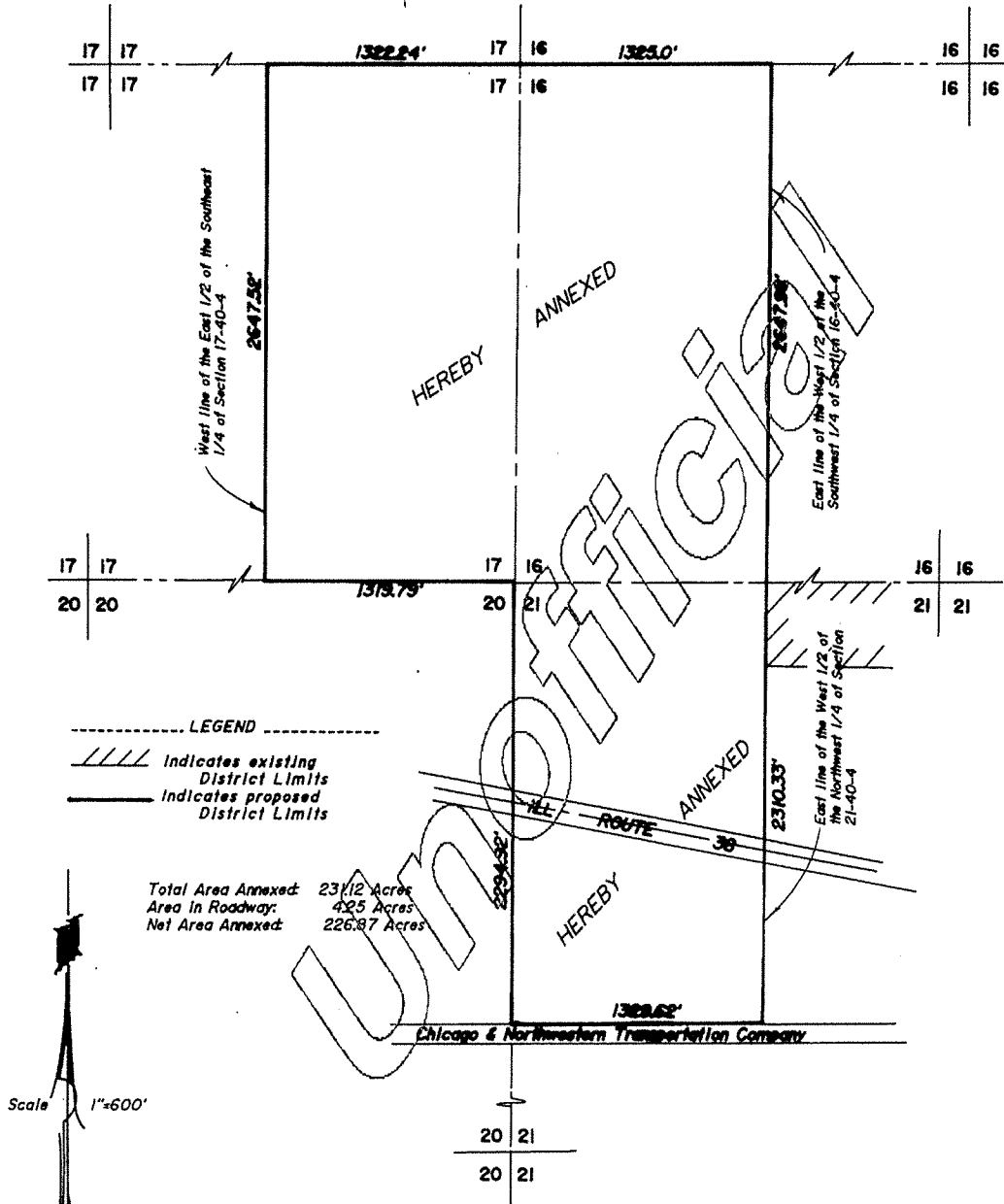
  
James A. Kunkel  
Clerk

Unofficial



# Map of Territory Annexed to the DeKalb Sanitary District

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16; THE WEST HALF OF THE NORTH-WEST QUARTER OF SECTION 21, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT-OF-WAY; AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PORTION LYING WITHIN ILLINOIS ROUTE 381



FOR: DARECLOUD DEVELOPMENT  
 JOB NO. WES 5231

EXHIBIT "A"

95004980

124421  
45  
FILED FOR RECORD  
DEKALB COUNTY, IL.

94 OCT 24 AM 11:31

SEE ATTACHED  
RECORDER'S NOTE

prepared by & return to  
Winston & Strawn  
35 W Wacker  
Chicago, IL 60601

Sharon L. Holmes  
DEKALB COUNTY RECORDER

ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT ("Agreement") is made and entered as of the 19 day of Oct, 1994, among the CITY OF DEKALB, ILLINOIS, an Illinois municipal corporation ("City"), by and through its Mayor and the members of its City Council (collectively, the "Corporate Authorities"), Belvidere National Bank and Trust Company, not personally, but solely as Trustee under Trust Agreement dated July 19, 1994, and known as Trust No. 1476 ("Buyer"), and Carol J. Leslie, Roger T. Barr and Linda Schoenburg, owners of territory that is contiguous to the corporate limits of the City of DeKalb, Illinois (collectively, the "Owners").

W I T N E S S E T H:

A. Owners are the fee simple owners of a tract of real estate which is legally described on Exhibit A attached hereto and made a part hereof ("Land").

B. The Land consists of approximately 225.78 acres. The Land is located in an unincorporated portion of DeKalb County, Illinois and consists of territory which is not within the boundaries of any municipality and which is contiguous to, and may be annexed to, the City as provided in 65 ILCS 5/7-1-1 et seq. (1992).

C. Pursuant to the terms of a Purchase Agreement dated as of July 22, 1994 ("Purchase Agreement"), Owners have agreed to sell to Buyer, or its nominee, the Land upon the terms and conditions set forth in the Purchase Agreement.

D. The Purchase Agreement provides that execution and delivery of this Agreement is a condition to Buyer's obligation to consummate the transaction contemplated by the Purchase Agreement.

E. Owners and Buyer desire to annex to the City the Land, subject to the terms and conditions of this Agreement.

F. There has been filed with the City Clerk an Annexation Petition signed by the Owners, as the owners of record of the Land included in said Annexation Petition and covered by this Agreement, and by all electors residing thereon, if any.

G. The Corporate Authorities have considered the annexation of the Land described in said Annexation Petition and according to the terms of this Agreement.

H. Buyer seeks to annex the Land to the City and

94013888

Buyer proposes that the Land be used and developed in accordance with Buyer's general plan of development for the Land and also in accordance with the terms and conditions of this Agreement.

I. Buyer has requested that the portion of the Land consisting of approximately 65.78 acres and depicted as "Parcel I" on Buyer's comprehensive development plan ("Concept Plan") attached hereto and made a part hereof as Exhibit B be zoned "PD-C" Planned Development - Commercial under the zoning classifications of the Unified Development Ordinance of the City ("Unified Ordinance") and that specified variations and special uses be granted for such property; that the portion of the Land consisting of approximately 80 acres and depicted as "Parcel II" on the Concept Plan be zoned "PD-C" Planned Development - Commercial and "PD-R" Planned Development - Residential under the zoning classifications of the Unified Ordinance and that specified variations and special uses be granted to such property; and that the portion of the Land consisting of approximately 80 acres and depicted as Parcel III on the Concept Plan be zoned "PD-R" Planned Development - Residential under the zoning classifications of the Unified Ordinance and that specified variations be granted to such property.

J. The City is agreeable to all such zoning, use and development in accordance with this Agreement.

K. The Plan Commission has held a public hearing on the proposed provisions contained herein, and the feasibility of annexation, and after due consideration and public participation has rendered its report and recommendations to the Corporate Authorities.

L. Pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq., a proposed annexation agreement in substance and form substantially the same as this Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice, as provided by law.

M. The Corporate Authorities have received and considered the report and recommendations of the Plan Commission.

N. Due notice as required by law has been sent to and received by the Election Authority - County Clerk, U.S. Postal Service, the Trustees of all Fire Protection Districts and Public Library Districts having jurisdiction over the Land, the Township Road Commissioner(s), the Normal Drainage District and the Town Board of DeKalb Township.

O. All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Land have been given, made, held and performed by the

City as required by all applicable statutes, ordinances, regulations and procedures of the City.

P. All other matters, in addition to those specifically referred to above, which are included in this Agreement, have been considered by the parties hereto, and the development of the Land as permitted under the Unified Ordinance and in accordance with the terms and conditions of this Agreement, all of which will inure to the benefit and improvement of the City and its residents.

Q. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Land to the City upon the terms and conditions hereinafter set forth will be beneficial to the City, and not detrimental to the interest of neighboring landowners or the value of neighboring land, and find that the annexation of the Land will, among other benefits:

- a. Promote and encourage the highest and best use of the Land;
- b. Increase assessed value of land within the City and tend either to lower overall tax rates or increase tax revenues without corresponding increases in municipal burdens which would be incident to residential development;
- c. Increase employment within the City during construction of the buildings to be erected on the Land and increase employment and job opportunities within the City boundaries after completion of such construction;
- d. Stimulate the economy of the City;
- e. Serve the best interest of the City and its citizens by the annexation of the Land and the effectuation of the rezoning, restrictions and variances authorized and permitted under this Agreement;
- f. Extend the corporate limits and jurisdiction of the City and promote sound planning and development of the City;
- g. Otherwise promote and enhance the public health, safety, comfort, morals and welfare; and
- h. Promote and be consonant with the comprehensive plan of the City.

R. The Corporate Authorities, after due deliberation, have, by resolution, duly adopted and approved the entering into this Agreement and directed its Mayor and City Clerk to execute this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq., the parties do hereby enter into the following Agreement:

1. Findings. The foregoing recitals are incorporated herein as findings of the Mayor and the Corporate Authorities.

2. Annexation. Contemporaneously with the execution of this Agreement, the City shall annex the Land, subject to the terms and conditions set forth in this Agreement, by adopting a proper ordinance providing therefor.

3. Zoning of the Land. Contemporaneously with the annexation of the Land, the City shall adopt a proper ordinance to:

a. amend the Official Zoning Map of the City to classify:

(1) Parcel I in the "PD-C" Planned Development - Commercial District under the zoning district classifications in the Unified Ordinance;

(2) Parcel II in the "PD-C" Planned Development - Commercial District and the "PD-R" Planned Development - Residential District under the zoning district classifications established in the Unified Ordinance; and

(3) Parcel III in the "PD-R" Planned Development - Residential District under the zoning district classifications established in the Unified Ordinance; and

b. approve Special Use Permits for the following Special Land Use and Developments within Parcel I and that part of Parcel II zoned "PD-C" Planned Development - Commercial District:

(1) Building material sales and storage (retail) as a principal use;

(2) Restaurants (fast food) which include drive-through facilities;

(3) Banks and other financial institutions which include drive-through facilities;

(4) Vehicle Service Facilities; and

(5) Vehicle Repair Facilities.

c. establish the following permitted and special land uses and developments:

(1) Any land uses and developments which would constitute Permitted Land Uses and Developments or Special Land Uses and Developments in the "GC" General Commercial District under the zoning district classifications in the Unified Ordinance shall be permitted and special uses, respectively, in Parcel I and that portion of Parcel II zoned as "PD-C" Planned Development - Commercial;

(2) Any land uses and developments which would constitute Permitted Land Uses and Developments or Special Land Uses and Developments in the "MFR" Multiple Family Residential District under the zoning district classifications in the Unified Ordinance shall be permitted and special uses, respectively, in that portion of Parcel II zoned as "PD-R" Planned Development - Residential and, in addition, the following uses shall be permitted uses therein:

(a) attached single family dwellings/townhouses;

(b) condominiums; and

(c) zero lot line residential developments.

Anything in this Section 3(c)(2) to the contrary notwithstanding, no more than 150 multiple family dwelling units shall be permitted in that portion of Parcel II zoned as "PD-R" Planned Development - Residential.

(3) Any land uses and developments which would constitute Permitted Land Uses and Developments or Special Land Uses and Developments in the "SFR-1" Single Family Residential District under the zoning district classifications in the Unified Ordinance shall be permitted and special uses, respectively, in Parcel III. Anything in this Section 3(c)(3) to the contrary notwithstanding, no more than 143 single family dwelling units shall be permitted in Parcel III.

d. approve the Concept Plan including the Comprehensive Sign Plan as a conceptual site development plan with the understanding and agreement that so long as

Buyer submits preliminary and final plans and plats in general conformance with the Concept Plan such plans and plats shall be approved by the City in the ordinary course of the development plan review procedure, and that the City shall proceed with all due diligence in reviewing and approving the same; provided, however, it is understood that Buyer may in the course of development of the Land make certain changes to the Concept Plan including, without limitation, changes in relative buildings and signs and provision for certain amenities, and that so long as such changes do not affect the essential character of the proposed development or otherwise reduce in any material respect the required open space elements, such changes shall not require approval or consent by the City and plans and plats submitted in connection therewith shall be reviewed and approved, as aforesaid.

4. Variations from the Unified Ordinance. Contemporaneously with the annexation of the Land, the City shall adopt a proper ordinance granting the following variations from the Unified Ordinance:

a. A variation from Section 9.03.03 of the Unified Ordinance to permit sidewalks to be located on only one side of any street abutting property not forming part of the Land.

b. A variation from Section 11.02.06(2)(h) of the Unified Ordinance to reduce the requirement of one catch basin per each 20,000 square feet, or fraction thereof, of contributing drainage area to a lesser requirement proposed by Buyer as part of an alternative design system so long as such design system otherwise is consistent with the purpose and intent of the storm drainage management Section of the Unified Ordinance and so long as Buyer obtains the consent of the City Engineer, which consent shall not be unreasonably withheld or unduly delayed.

c. A variation from Section 12.07(1)(b) of the Unified Ordinance to exclude any mezzanine area from the Floor area in determining the number of required parking spaces.

d. A variation from Section 13.06.01(e) of the Unified Ordinance to permit one additional project construction sign for each user occupying a building, or combination of buildings, in excess of 50,000 gross square feet.

e. A variation from Section 13.08.01(1) of the Unified Ordinance to permit ground signs in the number and locations depicted on the Concept Plan subject to the following limitations:

(1) Outparcel buildings located along Illinois Route 38 shall have ground signs as permitted by the Unified Ordinance. These signs shall be further limited to a maximum height of 20' and to a maximum area of 75 square feet for each side. These signs are identified as "Parcel Signs" on the Concept Plan.

(2) At the main entry of Illinois Route 38, a pair of common signs identifying the development shall be erected as depicted on the Concept Plan. Signage for major and secondary retailers shall be incorporated into these signs. Similar smaller scale signage may be provided at the secondary entrances to the development. These signs may be up to 40' tall and 200 square feet in area for each side. These signs shall be separated by approximately 500 linear feet. These signs are identified as "Common Signs" on the Concept Plan.

f. A variation from Section 13.08.01(2) of the Unified Ordinance is to permit wall signage for a single building on any lot within a development facing Illinois Route 38 to be allowed up to 500 square feet if the face of the building remains beyond 1,200 feet from the edge of the pavement of Illinois Route 38 and to permit wall signage facing Illinois Route 38 to be allowed up to 400 square feet if the face of the building remains beyond 900 feet from the edge of the pavement of Illinois Route 38.

g. A variation from Sections 14.01, 14.02 and 15.07.03 of the Unified Ordinance to require the Director of Building and Community Services to approve or disapprove building permit, certificate of occupancy and site plan requests and applications, respectively, within 21 days of application therefor, provided all required materials have been submitted in accordance with the Unified Ordinance and, in the event the Director of Building and Community Services denies any such request or application, to provide a detailed written explanation of the reason for any such denial setting forth materials and information which are required to obtain approval. Notwithstanding the foregoing, in the event (i) the Director of Building and Community Services intends to forward materials in support of any request or application to an independent consultant for review, and



(ii) such materials are to be forwarded because of the extraordinary number of requests and applications then being processed, the Director of Building and Community Services shall notify the applicant at the time of submission of the required materials that the same are being forwarded for independent review and, in such event, the 21-day response period provided above shall not apply.

h. A variation from Section 14.02.01 to permit the Director of Building and Community Services to issue temporary certificates of occupancy on less than an entire multi-tenant building provided that the shell building, the common areas and the site work of the proposed development have been substantially completed.

i. A variation from Section 15.07.03 of the Unified Ordinance to eliminate the requirement of any homeowners or similar association in any "PD-C" Planned Development - Commercial District so long as evidence of a common area maintenance program is submitted as part of the planned development review procedure, which evidence may include a common area maintenance easement for which one or more owners are responsible.

5. Subdivision Plats. In connection with any subdivision of the Land or part thereof, the City agrees that:

a. If a new lot is proposed to be created entirely or partially from the division of one or more existing lots, and the Plat Act would otherwise exempt such subdivision from its requirements, such subdivision shall also be exempt from the Unified Ordinance notwithstanding the provisions of Section 15.01 of the Unified Ordinance.

b. Buyer, at its option, may proceed simultaneously to obtain preliminary and final plat approval, and in such case any overlapping preliminary and final plat requirements may be submitted for consideration as part of a consolidated review and approval process so long as all materials and information required for each process are submitted for review and consideration.

c. After approval of a plat of subdivision, the Buyer may combine two or more lots in such subdivision without further subdivision approval from the City in order to develop such lots in a main use(s), and after such combination such combined lot shall be considered a single lot and applicable ordinances of the City shall apply to such combined lot as if such combined lot had originally constituted a single lot.

d. It will approve reclaiming, grading, or regrading of the Land as necessary to remove any area of the Land from, or prevent any area of the Land from being included in, a Special Flood Hazard Area under the National Flood Insurance Program or other designated flood insurance, flood, or wetland area, provided such reclaiming, grading or regrading is performed in accordance with Federal Flood Plain Regulations and other applicable federal, state, city, Drainage District and other regulations of applicable governmental bodies.

e. Engineering plans need not include design information identifying location or type of on-site utility facilities or improvements so long as such plans adequately describe proposed points of connection of utilities to the subdivision.

6. Development Plans. The City agrees that any applicable and relevant information, data or plans (including subdivision materials and information) required to be submitted to the City under the Unified Ordinance which was provided to the City in connection with another phase of the development of the Land need not be resubmitted to the City in connection with each request for development plan or plat approval. The City agrees that construction of the arterial city street depicted on the September 1990 City Plan may occur within that portion of the right-of-way running along and within the eastern property line of the Land notwithstanding that such construction may result in an arterial city street of dimensions less than contemplated by the September 1990 City Plan and the Unified Ordinance, and that Buyer shall have no further or additional obligation with respect to construction of any other arterial street at such location. The City agrees that with respect to any traffic access and/or impact study which may be required by Section 7.12.02 of the Unified Ordinance, or otherwise in connection with Buyer's intended development of the Land, Buyer shall only be responsible for payment of one-third of the cost thereof. The City agrees that the Director of Planning shall have the authority to approve certain development plans and take such other action in connection with development of the Land as may be reasonably necessary or appropriate to facilitate Buyer's proposed development of the Land consistent with Buyer's comprehensive development plan including, without limitation, approving plans locating more than one principal building on a single zoning lot and considering such a lot as a single zoning lot for purposes of the Unified Ordinance, and providing that required yards and setbacks be measured from the exterior lot lines of a project which is located on more than one lot and considering such project as a single zoning lot for purposes of the Unified Ordinance. The City agrees that any existing overhead electrical, telephone or

communication utility lines abutting the Land shall not be required to be placed underground. The City agrees that if (i) any street would have been completed but for the requirement of the winter's delay set forth in Section 9.03 of the Unified Ordinance and (ii) such street is necessary for the conduct of business of any user of the Land, then the City shall provide sweeping and snowplowing services for such street in the same manner as if such street had been dedicated and accepted by the City, and the City agrees that it shall be responsible for any damages resulting from its failure to provide such services.

7. Available Services.

a. The City represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders, and water mains and lines within the right-of-way of Illinois Route 38 bisecting the Land. At such time as the Buyer connects to the City water supply system, the Buyer shall have the right to connect to and use such system and mains and lines upon payment of customary and ordinary tap-on and user fees, which connection shall be at the northwest corner of the proposed intersection of Illinois Route 38 and the proposed arterial street as depicted on the Concept Plan. The City shall cooperate with Buyer in obtaining all easements necessary to, and shall grant Buyer access to, all City owned rights-of-way to enable Buyer's provision of potable water service to the Land, or part thereof.

8. Public Improvements. The City agrees to cooperate with any reasonable request of Buyer to the Illinois Department of Transportation ("IDOT") regarding access to Illinois Route 38 from such arterial city street and major collector road as depicted on the Concept Plan and funding of construction for such roadway improvements, including funding of any required or necessary traffic signals at the proposed intersection of such roadways and Illinois Route 38. If Buyer provides evidence to the City that it has reached agreement for the sale or lease of a portion of Parcel I to a retailer which intends to occupy more than 100,000 square feet of floor area, the City shall pay for or reimburse Buyer for the cost of any such required or necessary traffic signals on Illinois Route 38. In any event, the City agrees that it will not require traffic signal lights or other development or improvement at intersections with Illinois Route 38 affected by the development of the Land other than as may be required by IDOT, and the City will not impose responsibility for development or improvement cost on the Buyer in excess of those imposed on the Buyer by IDOT, it being understood that the City shall pay for or reimburse Buyer for the cost of any such development or improvement as provided in this paragraph.

Further, the City agrees that it will not be more restrictive than IDOT regarding location, type, design or spacing of points of access to any street, road or right-of-way within the Land.

In addition to the foregoing, the City agrees to cooperate with any reasonable request of Buyer, including any request of payment or reimbursement to IDOT regarding the widening of Illinois Route 38 at the location depicted on the Concept Plan.

9. Dedication of Public Improvements. Buyer agrees to dedicate and City agrees to accept the dedication of the public improvements contemplated by Buyer's Concept Plan so long as such public improvements have been completed to the standards specified in the Unified Ordinance, as varied hereby. The City agrees to maintain the public improvements which the Buyer dedicates to the City so long as such public improvements have been completed to the standards specified in the Unified Ordinance, as varied hereby.

10. Permits for Construction. The City agrees to issue necessary permits to the Buyer to allow (i) grading or the installation of drainage and utility facilities provided the Buyer submits a mass grading plan which complies with applicable City ordinances and (ii) construction of building foundations provided the Buyer submits exterior enclosure drawings and foundation drawings which comply with applicable City ordinances, prior to the Buyer's submission of plans for the entire building to be constructed on a lot; provided, however, that any such permits issued shall not authorize and shall not be construed to authorize or to permit construction of any portion of a building or any improvement for which plans have not been reviewed and approved by the City.

11. More or Less Restrictive Requirements.

a. More Restrictive Requirements. If, during the term of this Agreement, the provisions of the Unified Ordinance or any other applicable ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Land, are amended or modified in a manner so as to impose more stringent requirements with respect to the development or construction referred to herein, such increased requirements shall not be effective as applied to the Land, unless such change is agreed upon by Buyer, provided, however, that this provision shall not apply to any subsequently enacted life-safety provisions of the Unified Ordinance or other applicable ordinances.

b. Less Restrictive Requirements. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Land, are enacted, amended or modified in any manner to impose less restrictive requirements on development of, or construction upon, properties within the City, the benefit of such less restrictive requirements shall inure to the benefit of the Buyer.

12. Oversizing. For purposes of this Agreement, oversizing is understood to mean the construction or installation of facilities or improvements having a size or capacity that is larger than that which is on an engineering basis necessary to service the Land, or part thereof. Nothing in this Agreement shall require Buyer to pay for oversizing of any facilities or improvements for purposes of serving property other than the Land, or part thereof, it being understood that, if the City requests the oversizing of any such facilities or improvements for the benefit of property other than the Land, or part thereof, the City will pay the additional cost created by construction of such oversized facilities or improvements. Without limiting the generality of the foregoing, the City agrees that it shall pay or reimburse Buyer for costs incurred by Buyer in constructing the arterial city street depicted on the 1990 City Plan running along and within the eastern property line of the Land that would not have been incurred had Buyer constructed a City street of customary dimensions. The City agrees that Buyer shall only be responsible for the costs of traffic improvements to the Land which are required solely by reason of Buyer's intended development of the Land, notwithstanding that any traffic access and/or impact study which may be required by Section 7.12.02 of the Unified Ordinance may require additional traffic improvements. Any such traffic access and/or impact study shall separately identify requirements relating specifically to Buyer's intended development of the Land, and Buyer shall be responsible only for such requirements and not for any additional requirements.

13. Annexation and Permit Fees.

a. With respect to any portion of the Land that is zoned "PD-C" Planned Development - Commercial, there shall be no annexation fees (other than any imposed by the DeKalb Sanitary District pursuant to separate annexation agreement), utility connection fees, territorial expansion fees, impact fees, sanitary district fees, or donations of land or contributions of any kind or character whatsoever in connection with the development of such portion of the Land or part thereof, this Agreement or otherwise, and the City hereby

expressly waives the same except, when applicable, for building permit fees and water and sewer tap-on charges, as provided for by the terms of the Unified Ordinance and the Municipal Code, and the same shall be at the same rates as shall be uniformly applied throughout the City and generally for all other property and owners within the City. With respect to any portion of the Land that is zoned "PD-R" Planned Development - Residential, there shall be no impact fees, donations of land (other than as required by Section 15 hereof), or any school or park or like donations and the City hereby expressly waives the same. The City agrees that any building permit fees and water and tap-on charges provided for by the terms of the Unified Ordinance shall be at the same rates as shall be uniformly applied by the City and generally for all other property and owners within the City.

b. The City represents and warrants that no recapture fees are due and payable to any person or entity as a result of the annexation of the Land, or part thereof, to the City or as a result of connection to any utility improvement serving the City.

14. Effect of this Agreement. If any applicable existing resolutions, ordinances or interpretations thereof of the City are in any way inconsistent or in conflict with any provisions hereof, the provisions of this Agreement shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances, resolutions or interpretations thereof, as they may relate to the Land, or part thereof.

15. Donation. Buyer agrees, promptly following recording of a final plat covering more than 100 cumulative lots or 100 cumulative dwelling units, to deed to the DeKalb Park District ("District") the portion of the Land depicted on the Concept Plan and consisting of approximately 15 acres, provided that the District agrees to (i) operate a portion of such parcel as a public park and name the same after A.U. Dodge and (ii) convey to the DeKalb Community School District #428 ("School District") a portion of such parcel, as agreed upon between the District and the School District. Buyer shall convey to the District title to such parcel subject to general real estate taxes not yet due and payable; special assessments; liens or encumbrance of a definite or ascertainable amount which can and shall be removed upon conveyance of such parcel; building, building line or use or occupancy restrictions; covenants, conditions or restrictions of record; zoning laws and ordinances; easements for utilities, roads and highways and easements pertaining thereto; rights-of-way for draining tile, ditches, feeders and laterals; and any other matters approved by the District, which approval shall not be unreasonably withheld.

16. Special Assessments and Special Districts. The City agrees that it will not levy any special assessments against the Land or any part thereof for on- or off-site improvements, or include the Land or any part thereof within any special service district for on- or off-site improvements, and agrees that, except as provided in this Agreement, the Buyer will not be required to construct or pay for any utility facilities or public improvements on the Land other than those specified herein. Nothing herein shall preclude the City from levying an assessment against the Land if such assessment is at the same rate as shall be uniformly applied throughout the City and generally for all other property and owners within the City.

17. Term and Amendments. The term of this Agreement shall be 20 years from and after the date hereof, as provided by statute. This Agreement shall be binding upon and inure to the benefit of the parties hereto, the Land and the successors and assigns of the parties hereto. This Agreement may be amended from time to time with the consent of the parties and, with respect to the parties of the Land owned by the Buyer at the time of such amendment, by the Buyer (without the consent or agreement of any other person or entity, including other owners of portions of the Land) and the City.

18. Enforcement. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or other proceeding, including specific performance, enforce or compel performance of this Agreement, and shall have any available rights and remedies at law or in equity.

19. Mutual Assistance. The parties hereto shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement all as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

20. Sanitary Sewer. This Agreement is contingent upon the DeKalb Sanitary District extending its existing sanitary sewer service to the Land at the northwest corner of the proposed intersection of Illinois Route 38 and the proposed arterial city street as depicted on the Concept Plan, at no additional cost to Buyer other than a \$1,000.00 per acre fee imposed by the DeKalb Sanitary District.

21. Concerning Trustee. Trustee has executed this Agreement solely as Trustee, as aforesaid, and not personally, and no personal liability shall be asserted against Belvidere National Bank and Trust Company by reason of any agreement, covenant, representation, warranty or indemnity in this Agreement.

22. Purchase Agreement. Anything herein to the contrary notwithstanding, this Agreement is subject to and contingent upon consummation of the transaction contemplated by the Purchase Agreement, and in the event the transaction contemplated by the Purchase Agreement is not consummated in accordance with the terms thereof, this Agreement shall be null and void and of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BELVIDERE NATIONAL BANK AND  
TRUST COMPANY, as Trustee, as  
aforesaid

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

Its: \_\_\_\_\_

Carol J. Leslie

  
Roger T. Barr

\_\_\_\_\_  
Linda Schoenburg

CITY OF DEKALB

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

And: \_\_\_\_\_  
City Clerk



21. Concerning Trustee. Trustee has executed this Agreement solely as Trustee, as aforesaid, and not personally, and no personal liability shall be asserted against Belvidere National Bank and Trust Company by reason of any agreement, covenant, representation, warranty or indemnity in this Agreement.

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BELVIDERE NATIONAL BANK AND  
TRUST COMPANY, as Trustee, as  
aforesaid

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

Its: \_\_\_\_\_

*Carol J. Leslie*  
\_\_\_\_\_  
Carol J. Leslie

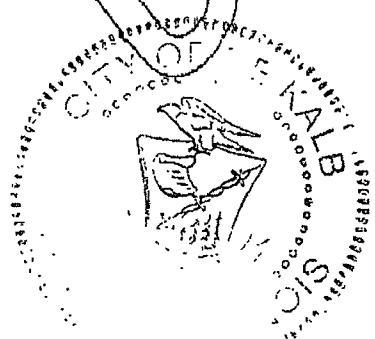
\_\_\_\_\_  
Roger T. Barr

\_\_\_\_\_  
Linda Schoenburg

CITY OF DEKALB

By: *Aug. Panow*  
\_\_\_\_\_  
Mayor

And: *Marguerite Hoyt*  
\_\_\_\_\_  
City Clerk



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BELVIDERE NATIONAL BANK AND  
TRUST COMPANY, as Trustee, as  
aforesaid.

By: 

James R. Cox

Its: \_\_\_\_\_

Senior Vice President & Trust Officer

\_\_\_\_\_  
Carol J. Leslie

\_\_\_\_\_  
Roger T. Barr

\_\_\_\_\_  
Linda Schoenburg

CITY OF DEKALB

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

Mayor

And: \_\_\_\_\_

City Clerk

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TRUST COMPANY, as Trustee, as  
aforesaid

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

Its: \_\_\_\_\_

Carol J. Leslie

Roger T. Barr

  
Linda Schoenburg

CITY OF DEKALB

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

And: \_\_\_\_\_  
City Clerk



# CHICAGO TITLE INSURANCE COMPANY

## EXHIBIT A

ORDER NUMBER: 1410 000124421 DK  
STREET ADDRESS: HIGHWAY 38 WEST PT SEC 16/17-21-40-4  
CITY: DEKALB COUNTY: DEKALB  
TAX NUMBER: 08-16-300-001-0000

### LEGAL DESCRIPTION:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16; THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY; AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17; ALL IN TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

(EXCEPTING THEREFROM A PARCEL OF LAND IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, LYING NORTH OF THE CHICAGO AND NORTH WESTERN RAILWAY RIGHT OF WAY, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE NORTHERLY ON THE WEST LINE OF SAID NORTHWEST 1/4, SAID LINE HAVING A BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 1,452.12 FEET TO THE POINT OF BEGINNING IN THE SOUTHERLY RIGHT OF WAY LINE OF A PUBLIC HIGHWAY DESIGNATED F.A. ROUTE 567 (ILLINOIS ROUTE 38); THENCE NORTHERLY ON SAID WEST LINE, SAID LINE HAVING A BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 130.99 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF SAID FA ROUTE 567 (ILLINOIS ROUTE 38); THENCE EASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,901.15 FEET AND A CHORD HAVING A BEARING OF SOUTH 80 DEGREES 36 MINUTES 05 SECONDS EAST, A CHORD DISTANCE OF 151.10 FEET TO A POINT; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE HAVING A BEARING OF SOUTH 78 DEGREES 19 MINUTES 26 SECONDS EAST, A DISTANCE OF 319.06 FEET TO A POINT; THENCE SOUTHEASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 42,514.85 FEET AND A CHORD HAVING A BEARING OF SOUTH 77 DEGREES 54 MINUTES 51 SECONDS EAST, A CHORD DISTANCE OF 608.01 FEET TO A POINT; THENCE EASTERLY ON A LINE HAVING A BEARING OF SOUTH 81 DEGREES 25 MINUTES 37 SECONDS EAST, A DISTANCE OF 202.61 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE HAVING A BEARING OF SOUTH 74 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 73.04 FEET TO A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTHERLY ON SAID EAST LINE, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES 13 MINUTES 47 SECONDS WEST, A DISTANCE OF 164.52 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 70 DEGREES 12 MINUTES 41 SECONDS WEST, A DISTANCE OF 112.90 FEET TO A POINT; THENCE WESTERLY ON A LINE HAVING A BEARING OF NORTH 80 DEGREES 04 MINUTES 55 SECONDS WEST, A DISTANCE OF 198.26 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 74 DEGREES 42 MINUTES 16 SECONDS WEST, A DISTANCE OF 99.94 FEET TO A POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 77 DEGREES 46 MINUTES 28 SECONDS WEST, A DISTANCE OF 199.65 FEET TO POINT; THENCE NORTHWESTERLY ON A LINE HAVING A BEARING OF NORTH 75 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 249.79 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID FA ROUTE 567 (ILLINOIS ROUTE 38); THENCE NORTHWESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 42,384.85 FEET AND A CHORD HAVING A BEARING OF NORTH 78 DEGREES 17 MINUTES 07 SECONDS WEST, A CHORD DISTANCE OF 56.99 FEET TO A POINT; THENCE NORTHWESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE HAVING A BEARING OF NORTH 78 DEGREES 19 MINUTES 26 SECONDS WEST, A DISTANCE OF 319.06 FEET TO A POINT; THENCE WESTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, SAID LINE BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,771.15 FEET AND A CHORD HAVING A BEARING OF NORTH 80 DEGREES 21 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 125.23 FEET TO THE POINT OF BEGINNING. (FOR THE PURPOSES OF THIS DESCRIPTION, THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21 HAS BEEN ASSIGNED THE BEARING OF NORTH 0 DEGREES 18 MINUTES 13 SECONDS EAST)



# CHICAGO TITLE INSURANCE COMPANY

## EXHIBIT A

ORDER NUMBER: 1410 000124421 DK  
STREET ADDRESS: HIGHWAY 38 WEST PT SEC 16/17-21-40-4  
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EXHIBIT B

Concept Plan

Unofficial

STATE OF ~~ILLINOIS~~ <sup>FLORIDA</sup>  
COUNTY OF PALM

SS.

I, Dianne Ives, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger T. Barr, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18<sup>th</sup> day of Oct., 1993.

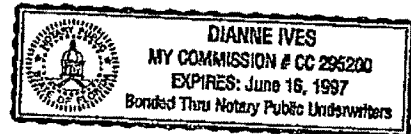
[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

SS.



I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linda Schoenburg, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

)  
) ss  
)

I, \_\_\_\_\_, do hereby certify that R. Robert Funderburg, Jr., personally known to me to be the \_\_\_\_\_ of Belvidere National Bank and Trust Company, and 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 as such \_\_\_\_\_, he signed and delivered the said instrument as \_\_\_\_\_ of said bank, acting as Trustee under Trust Agreement dated as of July 19, 1994, pursuant to authority set forth in the Trust Agreement as his free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF DeKalb

)  
) ss  
)

I, John R. Corneille, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol J. Leslie, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

October GIVEN under my hand and notarial seal this 19 day of \_\_\_\_\_, 1994.

John R. Corneille  
Notary Public

My Commission Expires: \_\_\_\_\_

OFFICIAL SEAL  
JOHN R. CORNEILLE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8-14-98

94013888



STATE OF ILLINOIS

COUNTY OF Bonne

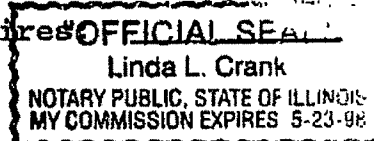
) ss

I, James R. Cox, do hereby certify that James R. Cox, personally known to me to be the SVP & TO of Belvidere National Bank and Trust Company, and 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 as such SVP & TO, he signed and delivered the said instrument as SVP & TO of said bank, acting as Trustee under Trust Agreement dated as of July 19, 1994, pursuant to authority set forth in the Trust Agreement as his free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of October, 1994.

Linda L. Crank  
Notary Public

My Commission Expires



STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

) ss

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol J. Leslie, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

94013888

STATE OF ILLINOIS

)  
) SS.  
)

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger L. Barr, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS

)  
) SS.  
)

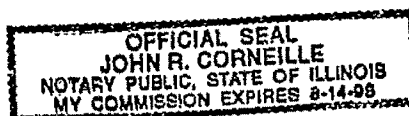
COUNTY OF DeKalb

I, John R. Corneille, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linda Schoenburg, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

October GIVEN under my hand and notarial seal this 19 day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



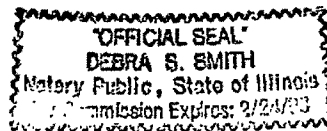
STATE OF ILLINOIS     )  
                                      ) 88  
COUNTY OF DEKALB     )

I, the undersigned, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Greg Sparrow, personally known to me to be the Mayor of the City of DeKalb, a municipal corporation, and Marguerite Hoyt, personally known to me to be the City Clerk of said municipal corporation, and personally known to me to be the same persons those names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged as said City Mayor and City Clerk they executed said instrument as City Mayor and City Clerk of said City of DeKalb and caused the corporate seal of said City of DeKalb to be affixed thereon, pursuant to the authority given by the Board of Trustees of said City of DeKalb as their free and voluntary act and as the free and voluntary act of said City the uses and purposes therein set forth.

Oct Given under my hand and official seal, this 19th day of 1994.

Debra S. Smith  
Notary Public

My commission expires: \_\_\_\_\_



94013888

**RECORDER'S NOTE**

ON THE ADVICE OF THE DEKALB COUNTY STATES ATTORNEY'S OFFICE THE FOLLOWING STATEMENT IS BEING ADDED TO THIS DOCUMENT.

LEGIBILITY OF WRITING, TYPING OR PRINTING IS UNSATISFACTORY ON PORTIONS OF THIS DOCUMENT AND DO NOT COMPLY WITH THE MINIMUM STANDARDS OF THE STATE RECORDS COMMISSION AS REQUIRED BY THE ILLINOIS COMPILED STATUTES CHAPTER 55, § 5/3-5013. THEREFORE THIS DOCUMENT MAY NOT BE REPRODUCIBLE IN IT'S ENTIRETY.

(EXHIBIT B, MAP)

PAGE NUMBERS AFTER 14 ARE NOT CONSISTENT.

X

Unofficial

94013888

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(EXHIBIT B, MAP)

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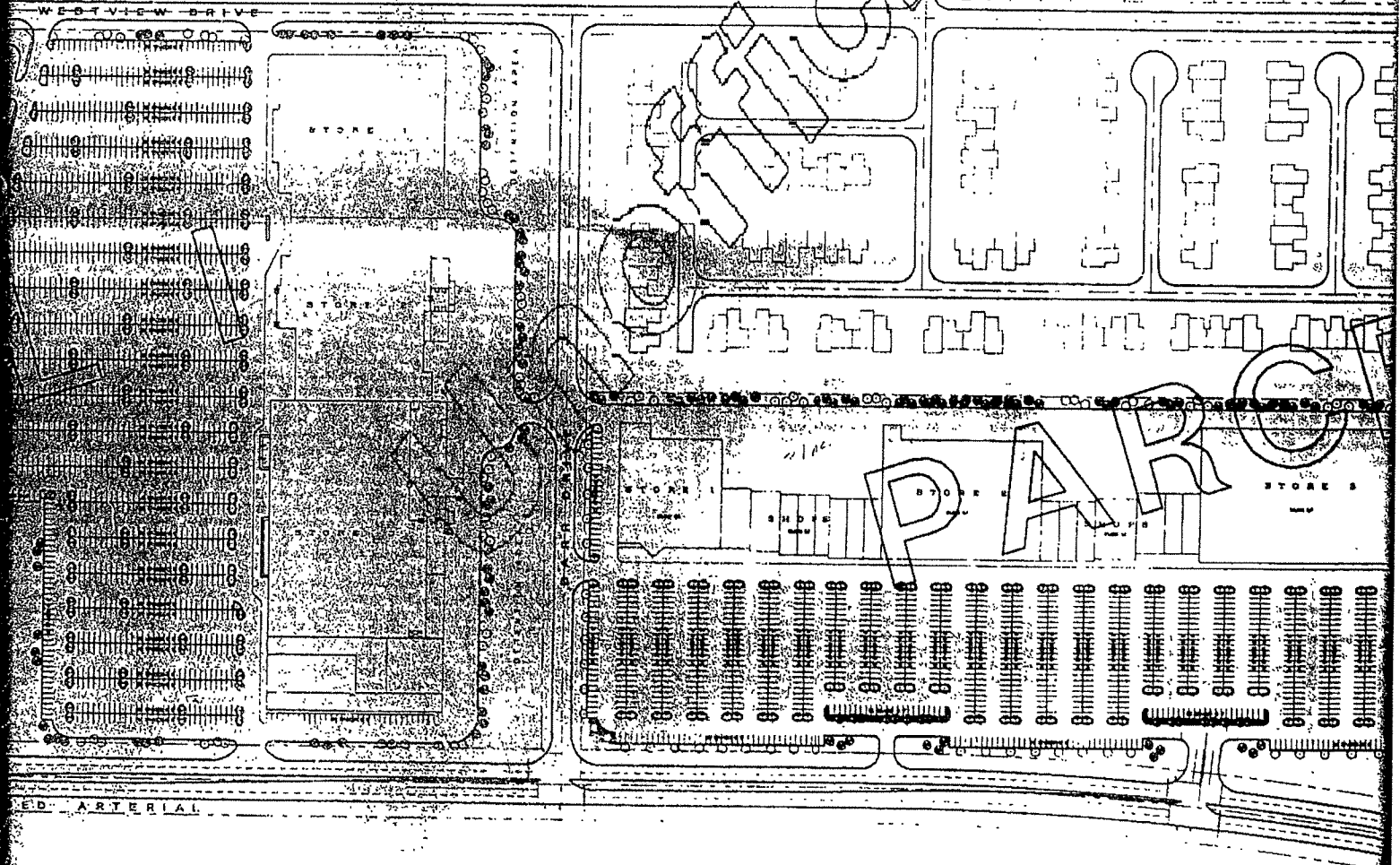
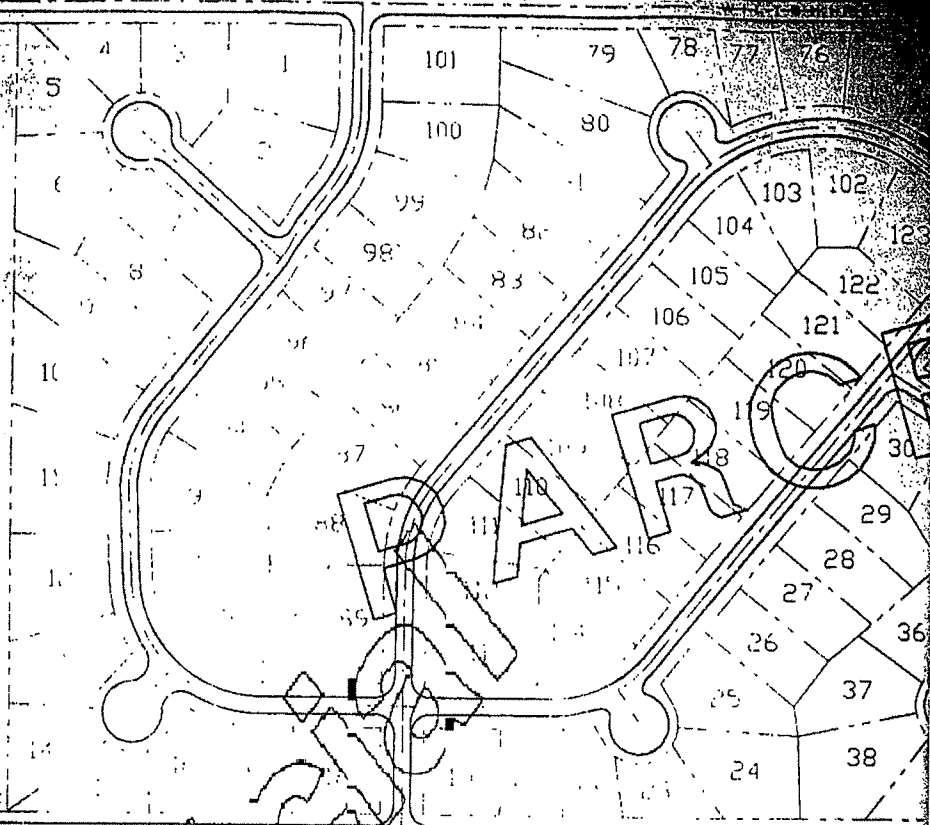
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Unofficial

94013888



WESTVIEW  
PLANNED  
RESIDENTIAL  
DEVELOPMENT

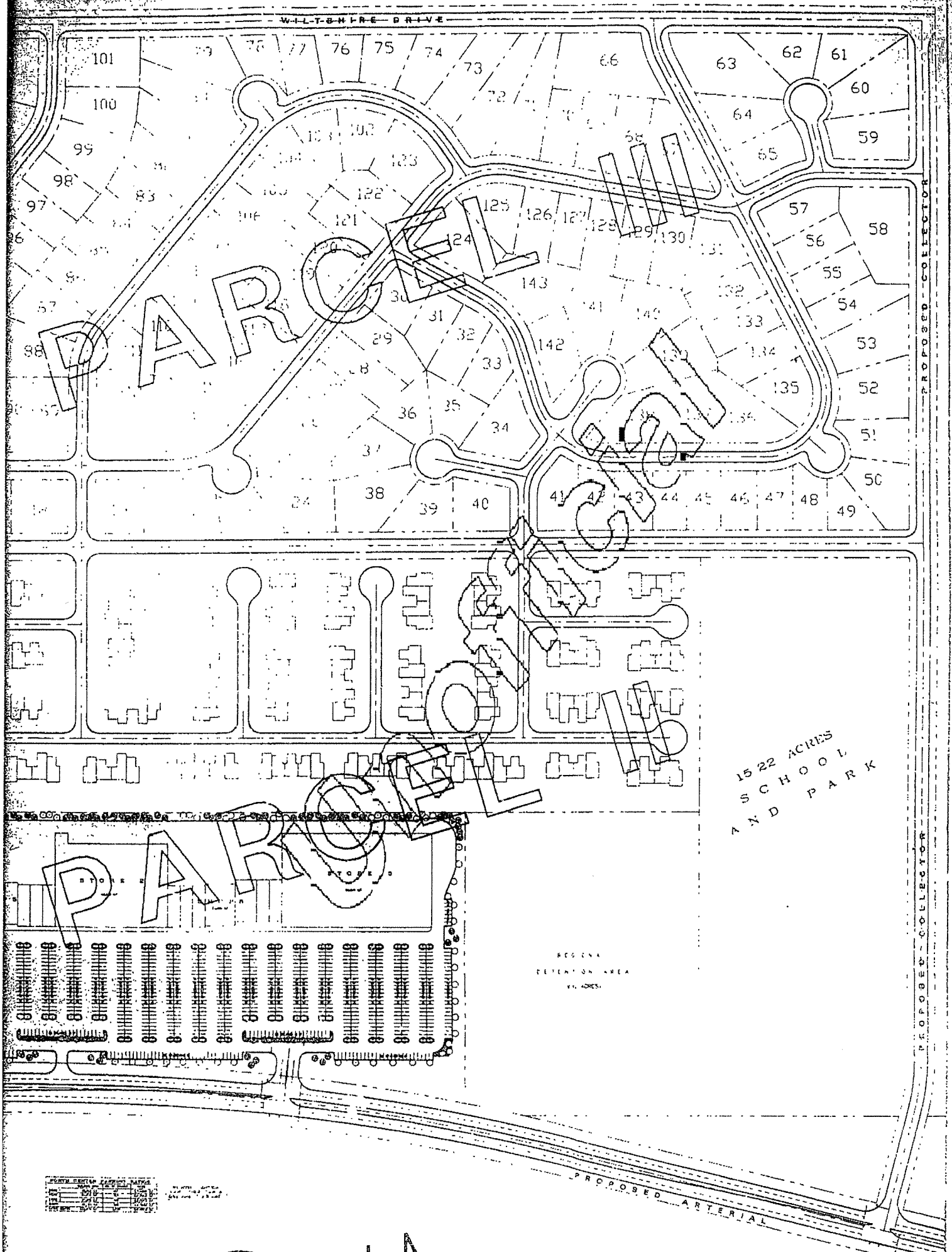


NO.	DESCRIPTION	AREA	REMARKS
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2	LOT 2	1.00	
3	LOT 3	1.00	
4	LOT 4	1.00	
5	LOT 5	1.00	
6	LOT 6	1.00	
7	LOT 7	1.00	
8	LOT 8	1.00	
9	LOT 9	1.00	
10	LOT 10	1.00	
11	LOT 11	1.00	
12	LOT 12	1.00	
13	LOT 13	1.00	
14	LOT 14	1.00	
15	LOT 15	1.00	
16	LOT 16	1.00	
17	LOT 17	1.00	
18	LOT 18	1.00	
19	LOT 19	1.00	
20	LOT 20	1.00	
21	LOT 21	1.00	
22	LOT 22	1.00	
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37	LOT 37	1.00	
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47	LOT 47	1.00	
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49	LOT 49	1.00	
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120	LOT 120	1.00	
121	LOT 121	1.00	
122	LOT 122	1.00	
123	LOT 123	1.00	

WESTVIEW PARKING LOT  
LOT 101  
LOT 102  
LOT 103  
LOT 104  
LOT 105  
LOT 106  
LOT 107  
LOT 108  
LOT 109  
LOT 110  
LOT 111  
LOT 112  
LOT 113  
LOT 114  
LOT 115  
LOT 116  
LOT 117  
LOT 118  
LOT 119  
LOT 120  
LOT 121  
LOT 122  
LOT 123

510

WILTSHIRE DRIVE



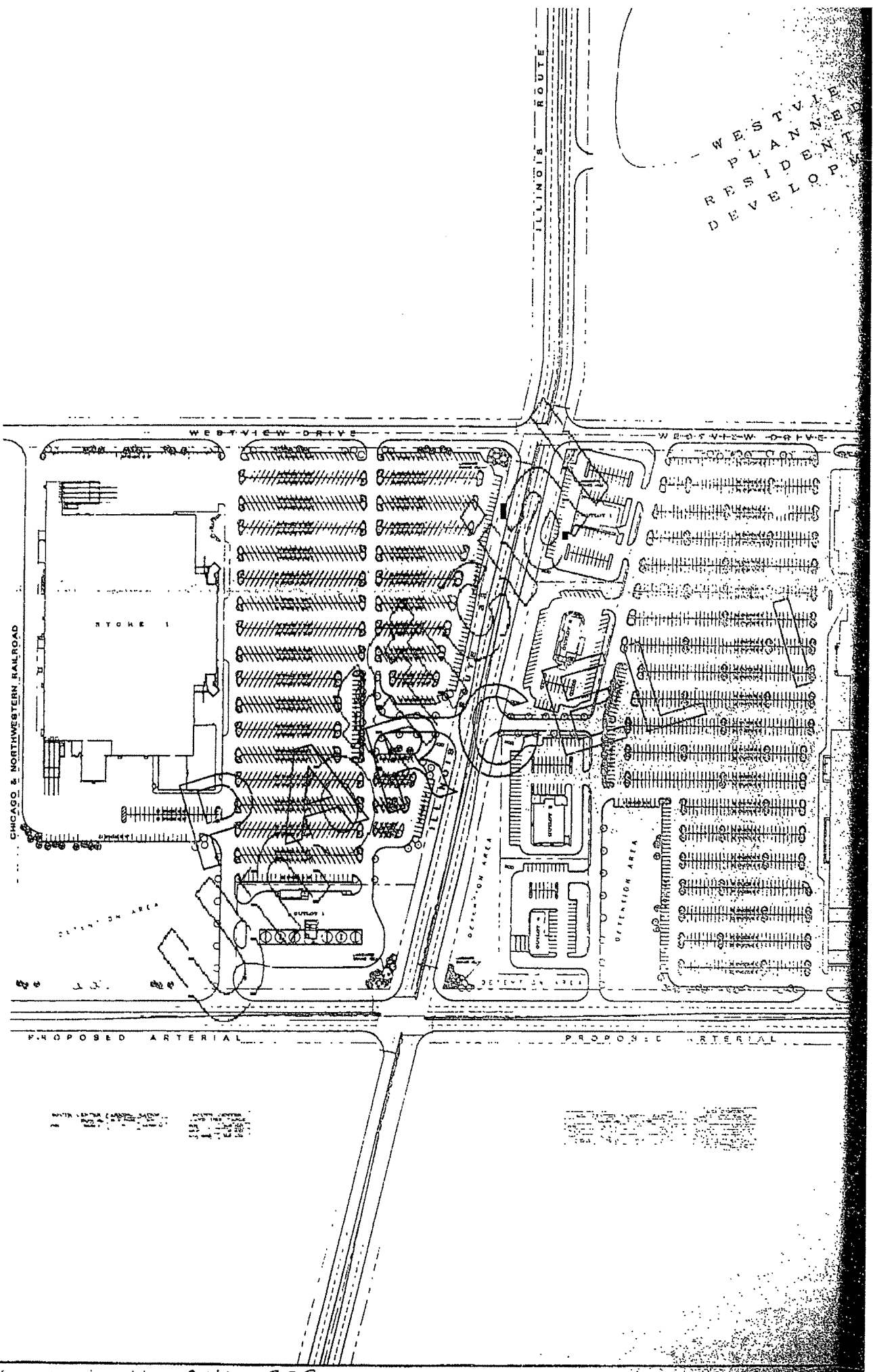
15.22 ACRES  
SCHOOL  
AND PARK

RESERVED  
DETENTION AREA  
IN ACRES

PROPOSED ARTERIAL



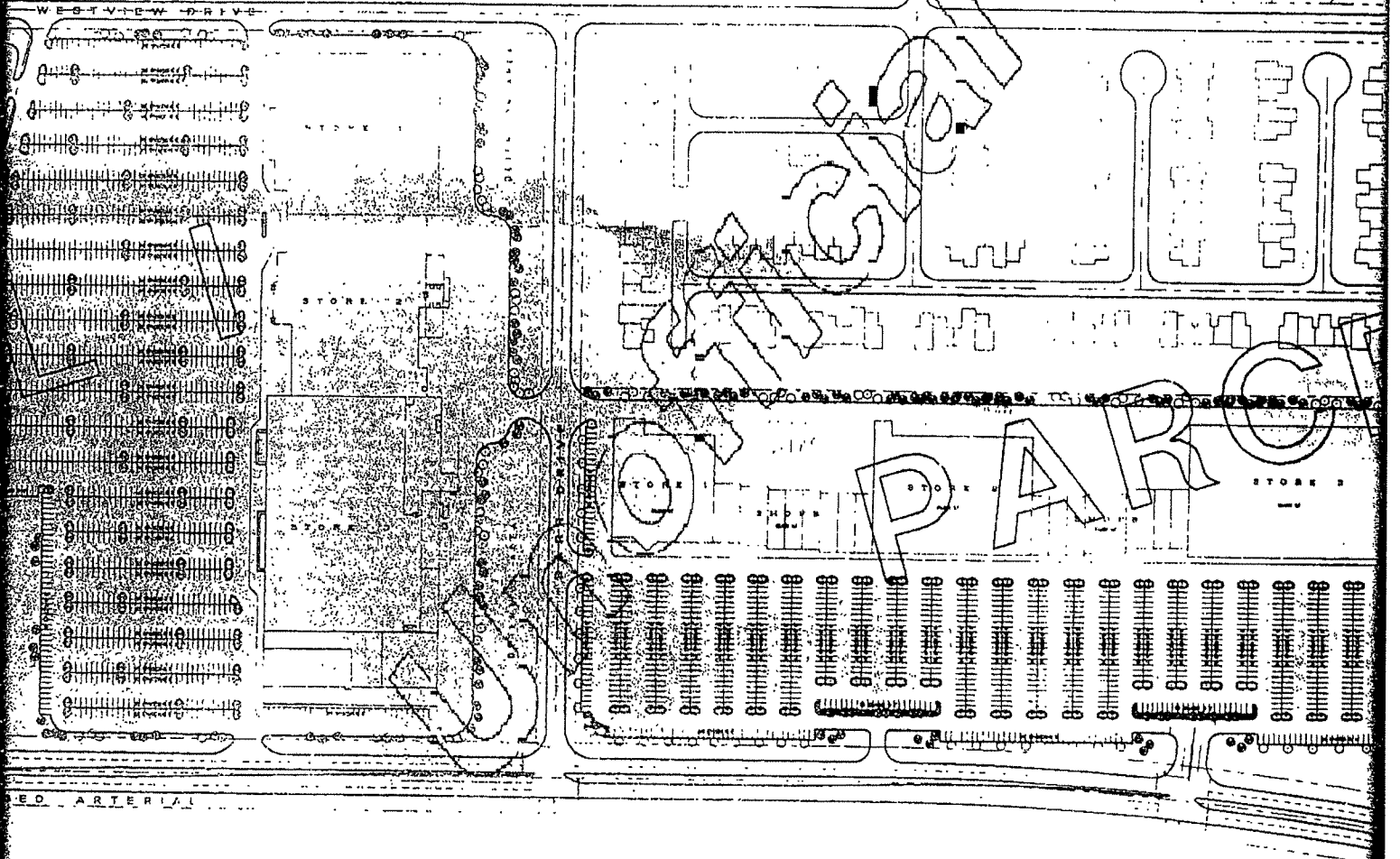
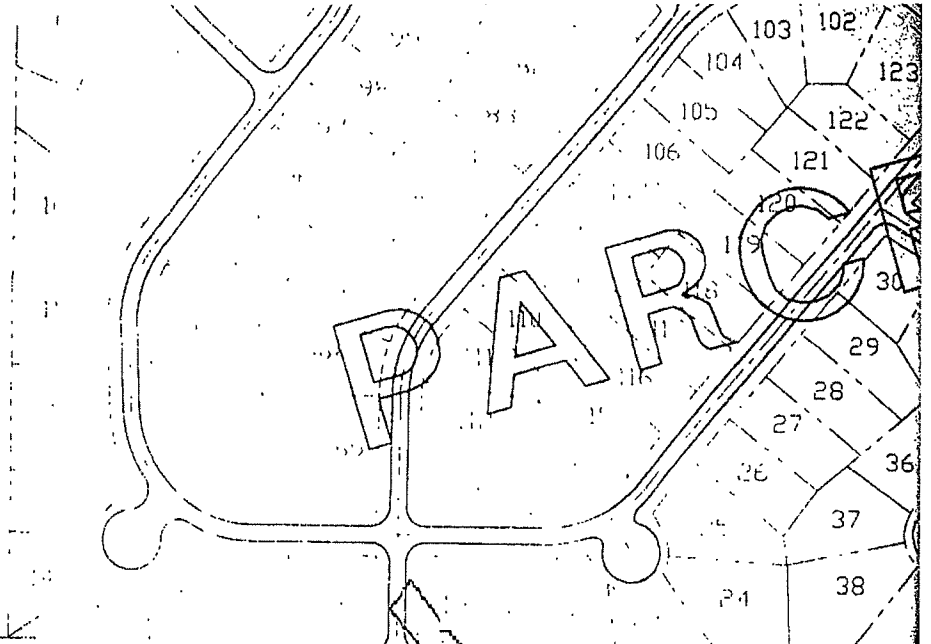
WESTVIEW  
PLANNED  
RESIDENTIAL  
DEVELOPMENT



94013888

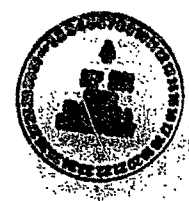
WESTVIEW  
PLANNED  
RESIDENTIAL  
DEVELOPMENT

P A R C

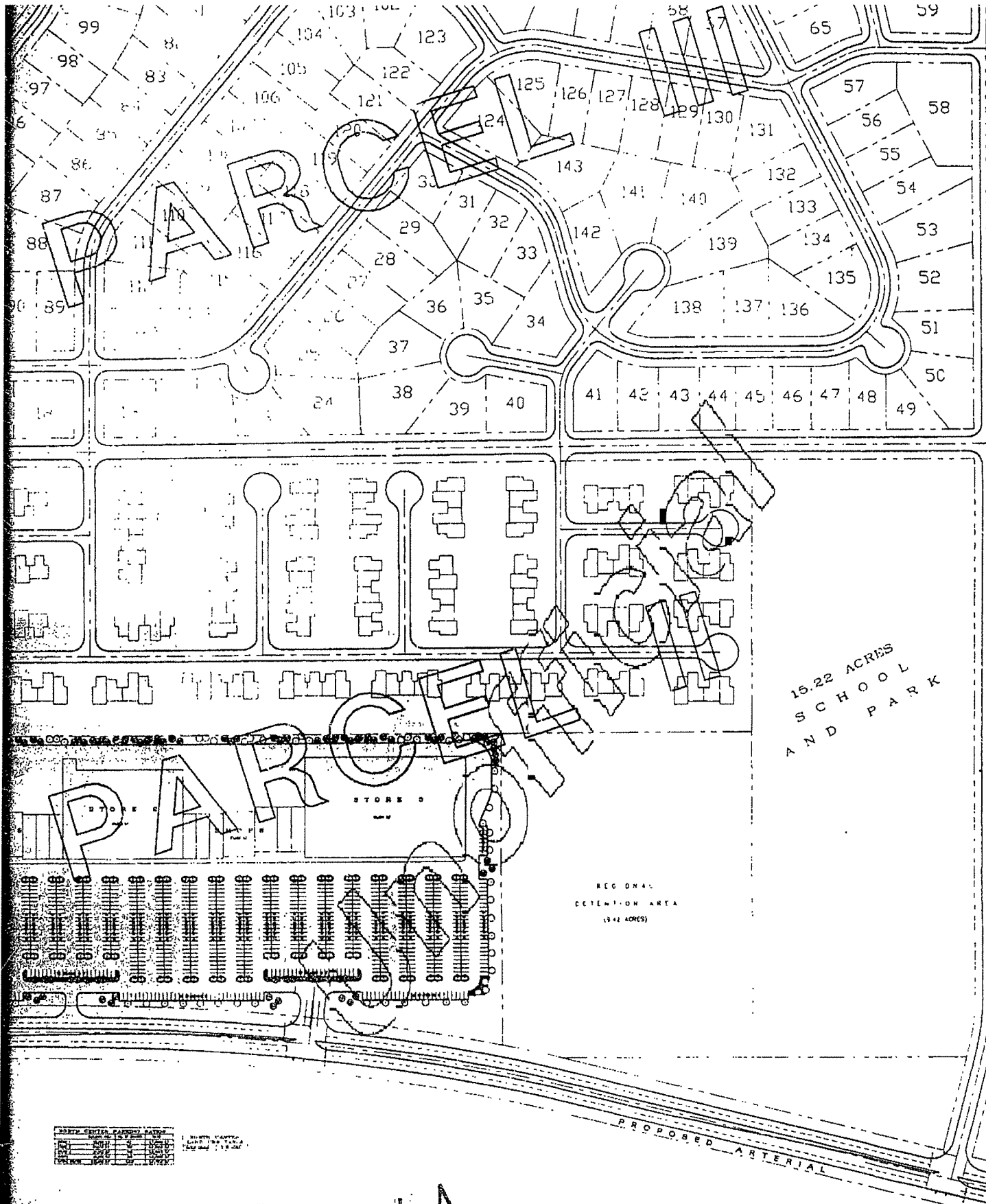


1. 1/4" = 1' - 0"	2. 1/8" = 1' - 0"	3. 1/16" = 1' - 0"
4. 1/32" = 1' - 0"	5. 1/64" = 1' - 0"	6. 1/128" = 1' - 0"
7. 1/256" = 1' - 0"	8. 1/512" = 1' - 0"	9. 1/1024" = 1' - 0"
10. 1/2048" = 1' - 0"	11. 1/4096" = 1' - 0"	12. 1/8192" = 1' - 0"

1. 1/4" = 1' - 0"  
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8. 1/512" = 1' - 0"  
9. 1/1024" = 1' - 0"  
10. 1/2048" = 1' - 0"  
11. 1/4096" = 1' - 0"  
12. 1/8192" = 1' - 0"



0 150 300  
Scale in Feet  
NORTH

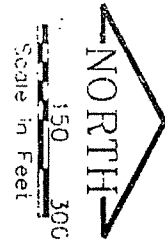


15.22 ACRES  
SCHOOL  
AND PARK

REGIONAL  
DEVELOPMENT AREA  
(19.42 ACRES)

NO.	DATE	BY	REVISION
1	8/9/94		INITIAL DESIGN
2	8/9/94		REVISED DESIGN
3	8/9/94		FINAL DESIGN

1 NORTH EAST  
200' 0" 1/4 SECTION



CONCEPT PLAN			
DARECLOUD DEVELOPMENT, INC.			
ILLINOIS ROUTE 34		DEKALB, ILLINOIS	
REVISIONS			
NO.	ITEM	DATE	
1	DEVELOPER COMMENTS	8/9/94	
DATE		DRAWN	CHECKED
NOVEMBER 15, 1994		DWC	PAD
		JOB NO.	0012888
		SCALE	1" = 150'

**McCLURE  
ENGINEERING  
ASSOCIATES, INC.**

4920 East State Street  
Rockford, Illinois 61108-2332  
(815) 395-2332 FAX (815) 395-2490

PROJECT DEKALB.DWG

0012888

16-

City of  
**DEKALB**

DeKalb Municipal Building  
200 South Fourth Street  
DeKalb, Illinois 60115-3391  
Phone (815) 748-2000  
Fax (815) 748-2055

FILED FOR RECORD  
DEKALB COUNTY, IL.

94 DEC 29 AM 11:18

*Sharon R. Helmer*  
DEKALB COUNTY RECORDER

STATE OF ILLINOIS )  
COUNTY OF DEKALB ) SS  
CITY OF DEKALB )

I, MARGUERITE HOYT, City Clerk of the City of DeKalb, DeKalb County, Illinois, certify that the following is a true and correct copy of:

ORDINANCE 94-141

ANNEX VACANT LAND TO THE CITY OF DEKALB, COMMONLY KNOWN AS THE BARR PROPERTY LOCATED ON THE NORTH SIDE OF LINCOLN HIGHWAY, WEST OF STADIUM DRIVE.

approved on October 10, 1994, by the City Council of DeKalb, Illinois. The original is now on file in my office.

I certify that I am the legal custodian of all contracts, documents, bonds and records of the City.

WITNESS: My signature and the official seal of the City

December 29, 1994.

*Marguerite Hoyt*  
MARGUERITE HOYT, City Clerk

Plat Book "2"  
Page 17

"Keep in File"



Prepared by  
*Marguerite Hoyt, clerk*  
City of DeKalb  
2005 4th St  
DeKalb IL 60115

94016494



FIRST READING:

October 10, 1994

SECOND READING:

October 10, 1994

VOTE: Roll Call Vote 8-0

PASSED: October 10, 1994

ORDINANCE 94-141

ANNEX VACANT LAND TO THE CITY  
OF DEKALB COMMONLY KNOWN AS  
THE BARR PROPERTY LOCATED ON  
THE NORTH SIDE OF LINCOLN  
HIGHWAY, WEST OF STADIUM DRIVE.

WHEREAS, DareCloud Development, Inc., is the contract purchaser of 225 acres, more or less, of property and has filed a petition for annexation with the City Clerk of the City of DeKalb, Illinois; and

WHEREAS, this territory is not within the corporate limits of the City of DeKalb, Illinois, but it is contiguous; it is in the best interest of the City of DeKalb, Illinois, that this territory be annexed to the City; and

WHEREAS, legal notices regarding the intention of the City of DeKalb to annex this territory have been sent to the public bodies required to receive notice, and all documents necessary to be filed are in full compliance with the Illinois Compiled Statutes, ILCS/11-7-1-13; now

BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. The following described property:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16; THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, LYING NORTH OF THE CHICAGO & NORTHWESTERN RAILWAY RIGHT OF WAY; AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17; ALL IN TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS (EXCEPTING THEREFROM THE NORTH 300 FEET OF THE SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21).

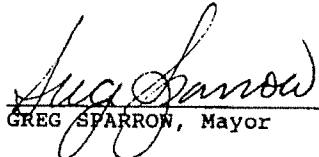
as indicated on an accurate map of the annexed territory, is attached hereto and made a part of this Ordinance as Exhibit "A"; it is hereby annexed to the City of DeKalb, DeKalb County, Illinois.

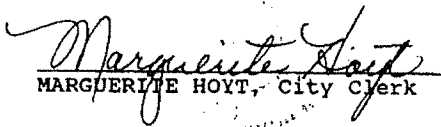
Section 2. The City Clerk of the City of DeKalb, Illinois, is hereby authorized and directed to record with the County Recorder of DeKalb County, Illinois, a certified copy of this Ordinance together with a map of the annexed territory.

Section 3. This Ordinance shall be in full force and effect upon its passage according to law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting held October 10, 1994 and approved by me as Mayor.

ATTEST:

  
GREG SPARROW, Mayor

  
MARGUERITE HOYT, City Clerk

AYE: Polzin

AYE: Johnson

AYE: Wiggins

AYE: Tewksbury

AYE: Chronopoulos

AYE: Strauss

AYE: Kagan

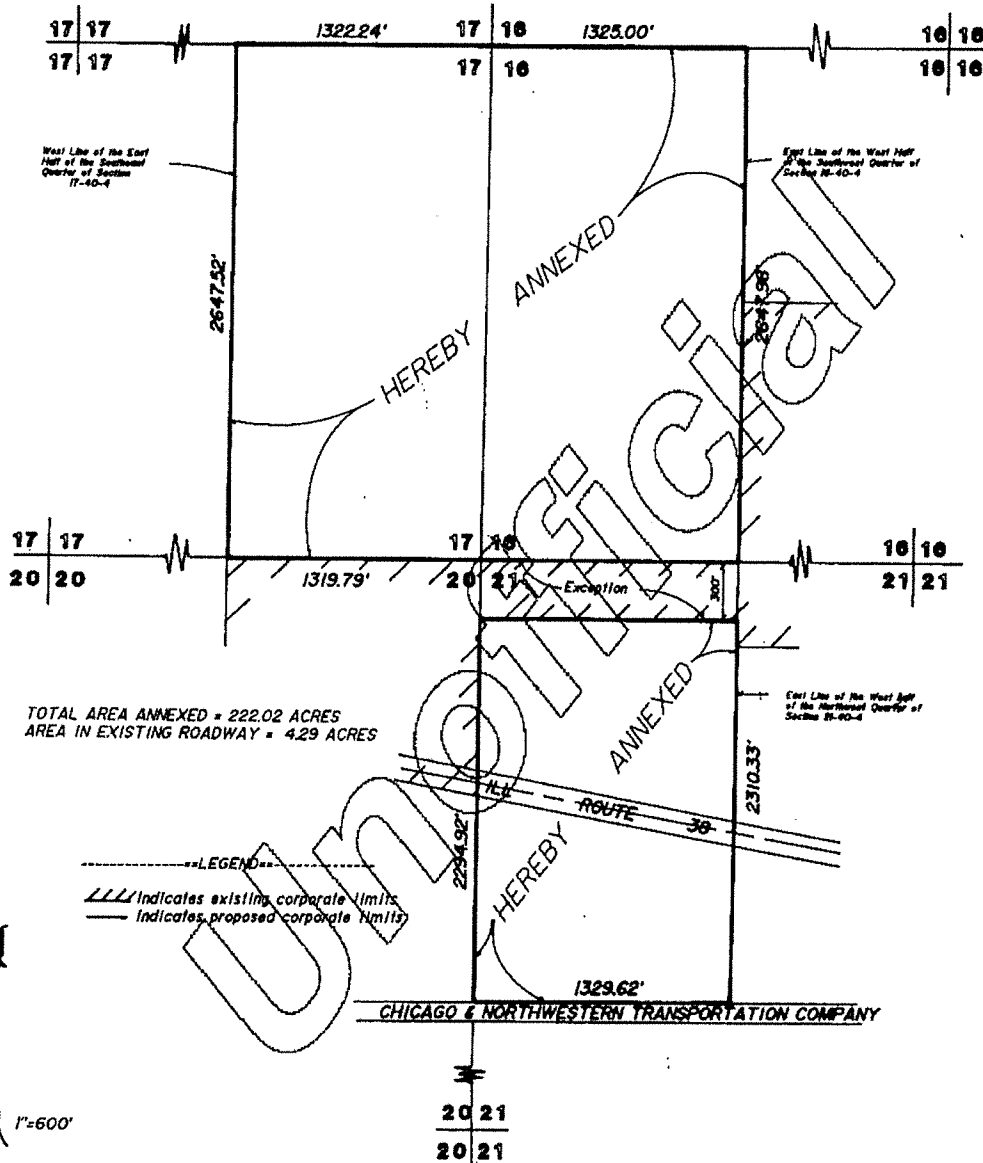
AYE: Sparrow

Unofficial

# Map of Territory Annexed to the City of Dekalb

DESCRIPTION OF PROPERTY HEREBY ANNEXED

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 16; THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, LYING NORTH OF THE CHICAGO & NORTHWESTERN RAILWAY RIGHT OF WAY; AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17; ALL IN TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS. (EXCEPTING THEREFROM THE NORTH 300 FEET OF THE SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21.)



STATE OF ILLINOIS )  
COUNTY OF DEKALB )

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A CORRECT REPRESENTATION OF TERRITORY ANNEXED AND INCORPORATED INTO THE CITY OF DEKALB, ILLINOIS BY ORDINANCE No. 94-141 THIS 10th DAY OF OCTOBER, 1994.

*Shawn R. VanKampen*  
SHAWN R. VAN KAMPEN  
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2710

FOR: DARECLOUD DEVELOPMENT  
JOB No. WES 5018

94016494

WILLIAM E. HANNA SURVEYORS  
155 North Third Street  
Dekalb, Illinois 60015  
(815) 754-8180  
Fax: 748-8532