

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Title Underwriters Agency

File Number: WW265724

Auction Tract 9 (Winnebago County, Illinois)

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

Schrader Real Estate and Auction Company, Inc.

On behalf of:

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

Title Underwriters Agency
agent for
Chicago Title Insurance Co

Transaction Identification Data for reference only:

Issuing Agent: Title Underwriters Agency
Issuing Office: 126 N. Water Street, Rockford, IL 61107
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: WW265724
Issuing Office File Number: WW265724
Property Address: 86XX Blue River Road, Rockford, IL 61107

Revision Number: 3/08/2019 TR Updated; 3/27/19 TR Revised
Hud No.

SCHEDULE A

1. Commitment Date: March 8, 2019 at 07:59 AM
2. Policy to be issued:
 - (a) **Owner's Policy: ALTA - 2006 (6/17/06)**
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 of Schedule A
Proposed Policy Amount: \$ 10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Chicago Title Land Trust Company Successor Trustee to LaSalle Bank National Association as
Successor Trustee to Bank One Illinois National Association as Trustee under Trust #3728
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Title Underwriters Agency

By: 
Authorized Signatory

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

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Commitment No. WW265724

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

All of the following Requirements must be met:

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

Notes for Information

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

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Commitment No. WW265724

SCHEDULE B
(Continued)

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

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

SCHEDULE B, PART II
Exceptions

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

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

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

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Commitment No. WW265724

SCHEDULE B
(Continued)

6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes for the year 2018 and subsequent years.

P.I.N. Number: 12-24-201-004 (2017 \$553.10)
Lot Dimensions 24.92 acres
Township Rockford
8. Unrecorded leases, if any, and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
9. Title to that part of insured premises that may be within the bounds of any road, highway, street or alley.
10. Easement to Rock River Water Reclamation District recorded August 30, 2005 as Document No. 0551531.
11. Grant of Easement to Commonwealth Edison Company, an Illinois Corporation recorded April 10, 2006 as Document No. 0620679.
12. Terms, powers, provisions and limitations of the trust under which title to the land is held.
13. INTENTIONALLY DELETED
14. Agreement for Sewer Extension, Cost Sharing and Reimbursement as contained in instrument recorded as Document No. 9514661.

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Commitment No. WW265724

EXHIBIT A

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

Beginning at the Northwest corner of the Northeast Quarter of said Section 24; thence North 87 degrees 53 minutes 07 seconds East along the North line of the Northeast Quarter of said Section 24, a distance of 1138.30 feet to the Northwest corner of the premises conveyed by Arthur H. Weaver and Nina B. Weaver to Commonwealth Edison Company by Warranty Deed recorded February 6, 1970 as Microfilm No. 70-02-1554, Document No. 1228222 in the Recorder's Office of Winnebago County, Illinois; thence South 0 degrees 37 minutes 15 seconds East along the West line of said premises so conveyed, a distance of 100.19 feet; thence South 15 degrees 25 minutes 45 seconds East along the West line of said premises so conveyed, a distance of 928.78 feet to the Northeast corner of Fox Ridge at University Centre Plat No. 10, being a subdivision of part of the Northeast Quarter of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the plat of which subdivision was recorded July 5, 2005 in Book 45 of Plats on Page 152 as Document No. 0538435 in said Recorder's Office; thence Westerly along the Northerly line of said Fox Ridge at University Centre Plat No. 10 the following 12 courses, North 85 degrees 02 minutes 41 seconds West, a distance of 188.73 feet; thence North 50 degrees 43 minutes 52 seconds West, a distance of 265.26 feet; thence North 33 degrees 04 minutes 13 seconds West, a distance of 38.54 feet; thence South 65 degrees 14 minutes 06 seconds West, a distance of 222.04 feet; thence Southerly along a circular curve to the right whose radius is 280.00 feet and whose center lies to the West, the long chord of which curve bears South 24 degrees 02 minutes 14 seconds East, a chord distance of 7.06 feet; thence South 63 degrees 27 minutes 30 seconds West, a distance of 125.15 feet; thence North 33 degrees 45 minutes 08 seconds West, a distance of 23.19 feet; thence South 64 degrees 01 minute 20 seconds West, a distance of 139.26 feet; thence Northwesterly along a circular curve to the left whose radius is 780.00 feet and whose center lies to the Southwest, the chord of which curve bears North 27 degrees 42 minutes 54 seconds West, a chord distance of 47.25 feet; thence South 60 degrees 33 minutes 03 seconds West, a distance of 60.00 feet; thence Southeasterly along a circular curve to the right whose radius is 720.00 feet and whose center lies to the Southwest, the long chord of which curve bears South 28 degrees 51 minutes 03 seconds East, a chord distance of 15.08 feet; thence South 61 degrees 46 minutes 50 seconds West, a distance of 199.38 feet to the Northwest corner of said Fox Ridge at University Centre Plat No. 10, said point also lying in the Easterly line of the premises conveyed by Riverside Community Bank to Rosecrance, Inc. by Corporation Warranty Deed recorded April 20, 2011 as Document No. 20111014661 in said Recorder's Office; thence North 28 degrees 09 minutes 02 seconds West along the Easterly line of said premises conveyed by Riverside Community Bank to Rosecrance, Inc., a distance of 577.46 feet to the West line of the Northeast Quarter of said Section 24; thence North 0 degrees 49 minutes 16 seconds West along the East line of said premises conveyed by Riverside Community Bank to Rosecrance, Inc. and the West line of the Northeast Quarter of said Section 24, a distance of 520.14 feet to the Point of Beginning, all being situated in the County of Winnebago and the State of Illinois.

2915
Prepared by the Rock River
Water Reclamation District

Parcel No. 12-24-126-007

EASEMENT

(Reserved For Recorder's Use Only)

RECEIVED
WINNEBAGO COUNTY RECORDER

AUG 30 2005

TIME 2:00

BY MJR

THIS INDENTURE WITNESSETH, That

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

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

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

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

AND NOT PERSONAL

0551531 08/30/05 02:58P 1 of 8
Ken Staaf, Winnebago County Recorder

Ken Staaf
RECEIVED
AUG 22 2005
ROCK RIVER WATER
RECLAMATION DISTRICT

Part of Section Twenty-four (24), Township Forty-four (44) North, Range Two (2) East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northwest corner of the East Half of the Northwest Quarter of said Section; thence North $89^{\circ}-16'-57''$ East, along the North line of the Northwest Quarter of said Section, 1327.40 feet to the Northeast corner of the Northwest Quarter of said Section; thence North $89^{\circ}-07'-10''$ East, along the North line of the Northeast Quarter of said Section, 1138.10 feet to its intersection with the West line of premises conveyed to Commonwealth Edison Company recorded in Microfilm No. 70-02-1554 in the Recorder's Office of Winnebago County, Illinois; thence South $00^{\circ}-37'-20''$ West, along the West line of premises conveyed to Commonwealth Edison as aforesaid, 100.00 feet; thence South $14^{\circ}-11'-05''$ East, along the West line of premises conveyed to Commonwealth Edison as aforesaid, 3112.11 feet; thence South $00^{\circ}-28'-45''$ West, along the West line of premises conveyed to Commonwealth Edison as aforesaid, 135.19 feet to its intersection with the Northerly Right-of-Way line of East State Street, as now laid out and used; thence South $79^{\circ}-14'-47''$ West, 59.86 feet; thence South $76^{\circ}-27'-35''$ West, 362.54 feet; thence South $00^{\circ}-27'-35''$ West, 24.90 feet; thence South $30^{\circ}-22'-58''$ West, 108.00 feet; thence South $80^{\circ}-24'-56''$ West, 292.03 feet; thence North $00^{\circ}-27'-35''$ East, 17.26 feet; thence South $80^{\circ}-25'-35''$ West, 386.08 feet; thence North $85^{\circ}-32'-15''$ West, 103.08 feet; thence South $80^{\circ}-25'-35''$ West, 600.00 feet; thence South $74^{\circ}-42'-57''$ West, 100.50 feet; thence South $80^{\circ}-25'-35''$ West, 1303.19 feet to its intersection with the West line of the East Half of the Southwest Quarter of said Section (the last previous 11 calls being along the Northerly Right-of-Way line of said East State Street); thence North $00^{\circ}-32'-41''$ East, along the West line of the East Half of the Southwest Quarter of said Section, 1141.57 feet to the Southwest corner of the East Half of the Northwest Quarter of said Section; thence North $00^{\circ}-34'-13''$ East, along the West line of the East Half of the Northwest Quarter of said Section, 2646.48 feet to the point of beginning. Subject to the rights of the public and the State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in the County of Winnebago and the State of Illinois.

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Ken Staaf, Winnebago County Recorder

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

Part of the Northeast 1/4 of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows: Commencing at the northeast corner of Lot 83 as designated upon Fox Ridge at University Center, Plat No. 7, the Plat of which is recorded in Book 44 of Plats on page 96A in the Recorder's Office of Winnebago County, Illinois; thence North 14 degrees 11 minutes 05 seconds West, along the westerly line of premises conveyed to Commonwealth Edison Company by instrument recorded as Microfilm No. 70 02 1554, a distance of 352.00 feet; thence North 83 degrees 53 minutes 35 seconds West, 173.46 feet to the point of beginning; thence North 83 degrees 53 minutes 35 seconds West, 15.13 feet; thence North 49 degrees 27 minutes 06 seconds West, 5.61 feet; thence North 13 degrees 38 minutes 58 seconds East, 227.21 feet; thence South 76 degrees 21 minutes 02 seconds East, 20.00 feet; thence South 13 degrees 38 minutes 58 seconds West, 227.76 feet to the point of beginning. Situated in the City of Rockford, County of Winnebago and State of Illinois.

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

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

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

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

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

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

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

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

0551531 08/30/05 02:58P 4 of 8
Ken Staaf, Winnebago County Recorder

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

8. Grantor hereby agrees that construction material, fill, ponds, permanent structures or other encumbrances to construction or maintenance of said sewer shall not be placed on the easement premises or material cut away from the easement premises, either temporarily or permanently, without District permission, which permission shall not be unreasonably withheld.

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

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

IN WITNESS WHEREOF, said Grantor has set ____ hand and seal, and the Rock River Water Reclamation District has caused its name to be hereto subscribed and its corporate seal to be hereto affixed by its proper officers thereunto authorized, this 16th day of August, 2004 2005

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

Jane B. Zakhewski
First National Bank National Association as Successor
Trustee to Bank One, Illinois N.A., as Trustee
 under Trust No. 3728 **AND NOT PERSONALLY**
JANE B. ZAKHEWSKI
Trust Officer Grantor

Rock River Water Reclamation District

By [Signature]

President

ATTEST: [Signature]

Clerk

After recording, return to:

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

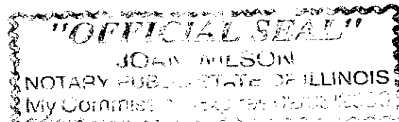
0551531 08/30/05 02:58P 5 of 8
 Ken Staaf, Winnebago County Recorder

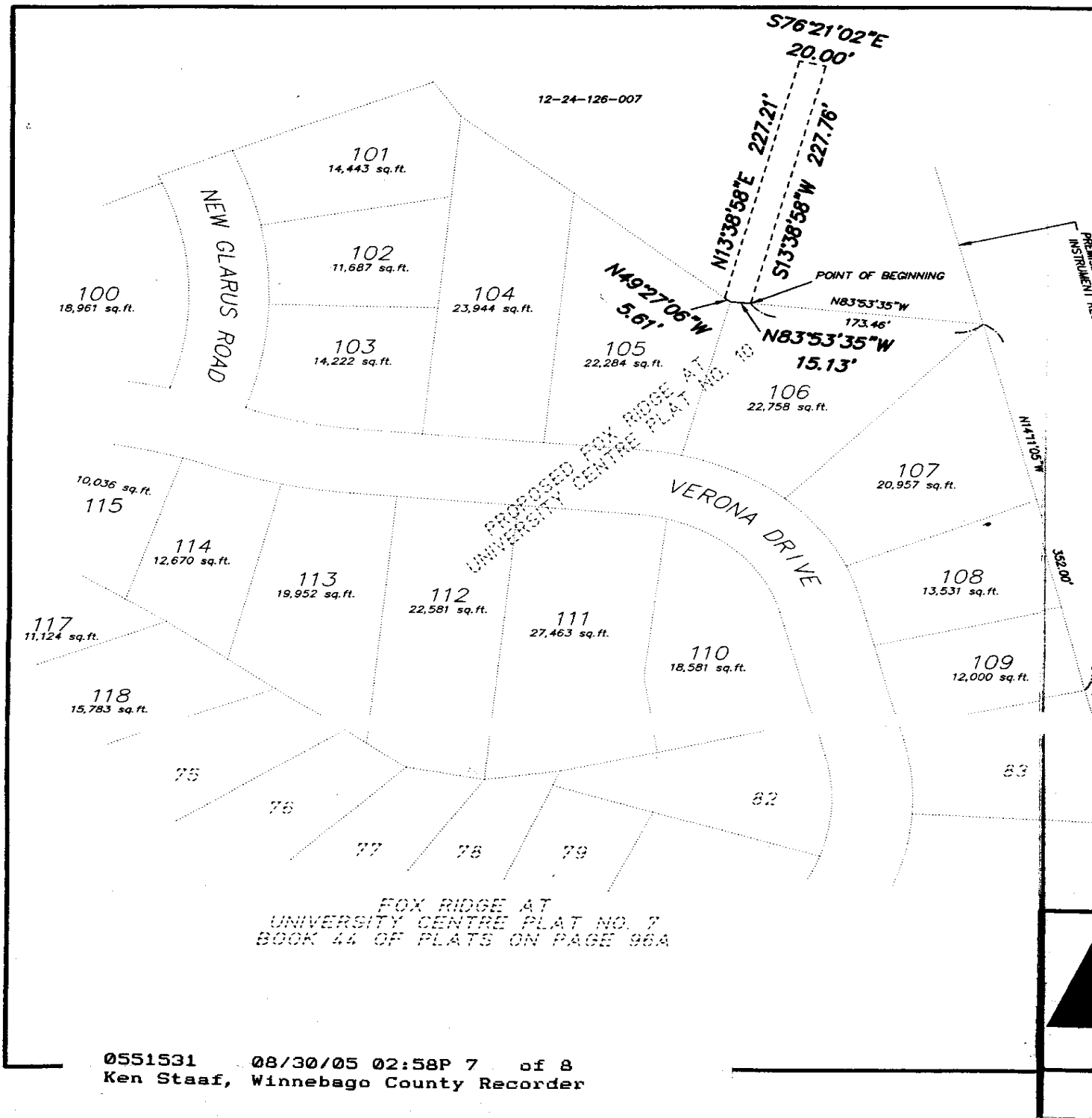
STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)
 Cook

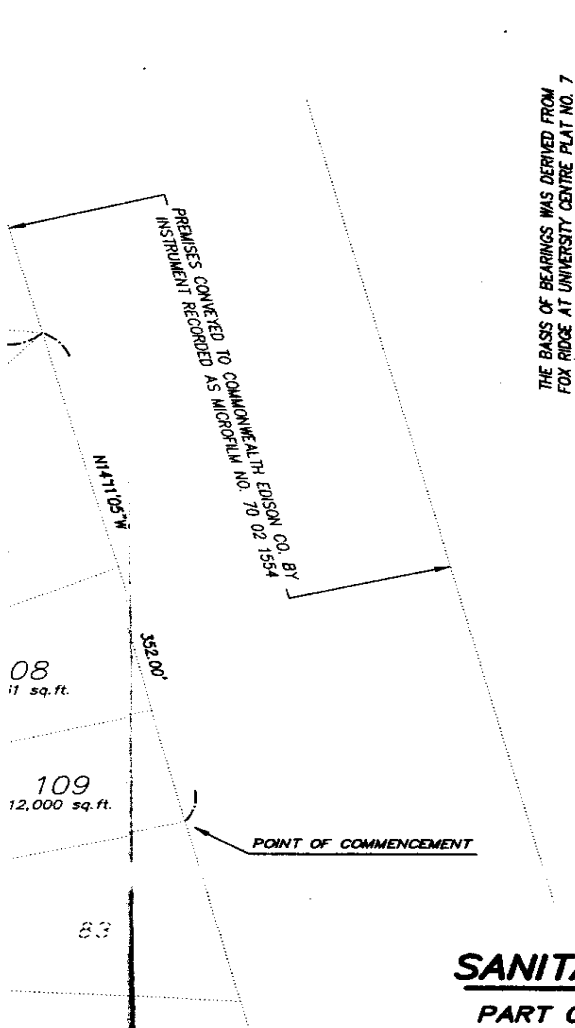
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY that JANE B. ZAKRZEWSKI **Trust Officer** personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that (s)he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

Given under my hand and Notarial Seal this 16~~th~~ day of August, 2004. 2005

Jean Wilson
Notary Public







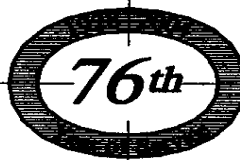
SANITARY SEWER EASEMENT PLAT

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



Arnold Lundgren & Associates

Professional Engineers and Land Surveyors
Illinois Design Firm No. 184-002889
803 N. Church Street • Rockford, IL 61103
(815) 968-8881 • Fax (815) 962-6409
www.arnoldlundgren.com



DATE
8-12-05

BY
GFS

APPROVED
GFS

ORDER NO.
19399SAN

REVISIONS

25.75
ROK 6000258
GRANT OF EASEMENT

0620679 04/10/06 03:40P 1 of 4
Ken Staaf, Winnebago County Recorder

Ken Staaf

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

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

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

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

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

DEED DOC. NO.:

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

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

P.L. 324242

Complete the Appropriate Acknowledgment on Next Page

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

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

For Corporate or Trust Signature

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

ATTEST: Jane B. Zakrzewski Secretary (_____) Trust Officer (_____) Attestation not required pursuant to corporate by-laws.

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

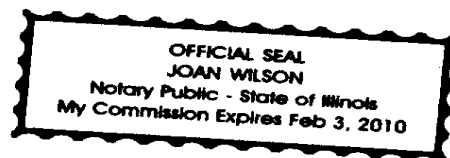
State Of IL I, the undersigned, a Notary Public in and for the said County and
County Of COOK State aforesaid, do hereby certify that JANE ZAKRZEWSKI
(TRUST OFFICER ~~XXXXXXXXXX~~) (Trust Officer) of the CHICAGO TITLE LAND TRUST COMPANY
and AS TRUST OFFICER ~~XXXXXXXXXX~~ of said corporation, personally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

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

Notary Public

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

Joan Wilson



THE BASIS OF BEARINGS WAS DERIVED FROM
FOX RIDGE AT UNIVERSITY CENTRE PLAT NO. 7

ROK 6000258
P.L. 324242

DATED: JANUARY 26, 2006

**UTILITY EASEMENT PLAT FOR
FOX RIDGE AT**

UNIVERSITY CENTRE PLAT NO. 10

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

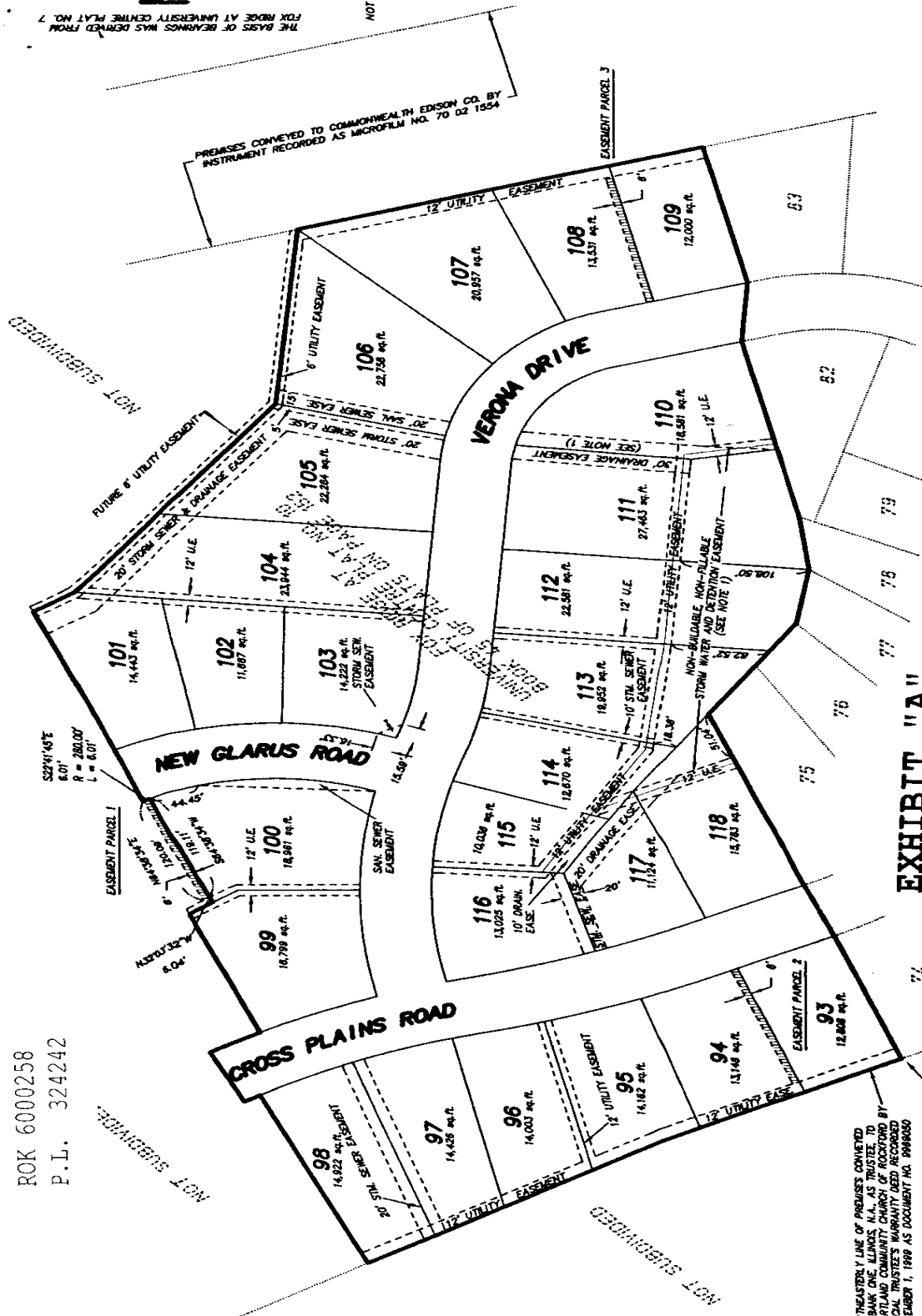


EXHIBIT "B"

Legal Descriptions for Utility Easements:

Easement Parcel 1

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

Easement Parcel 2

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

Easement Parcel 3

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

Ken Staaf

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

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

Return

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

and

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

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

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

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

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

THEREFORE, the parties agree as follows:

1. Recitals

The recitals constitute a material part of this Agreement.

2. Project Description

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

RECITALS

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

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

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

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

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

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

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

3. Payments.

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

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

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

4. Annexation of Property to District.

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

5. Construction.

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

A. An irrevocable letter of credit with a bank acceptable to District in an amount equal to 115% of Lobdell, Hall's portion of the total project cost, or

B. A performance bond equal to 115% of Lobdell, Hall's portion of the total project cost, such bond to be executed by a surety company acceptable to District.

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

9. Connection Charge Changes.

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

10. Recording.

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

11. Enactment of Appropriate Ordinances.

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

12. Entire Agreement

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

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

6. Connection Charges

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

7. Collection and Distribution of Connection Charges.

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

8. Cost Changes.

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

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

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

ROCK RIVER WATER RECLAMATION DISTRICT
an Illinois unit of local government

ATTEST:

By Robert Hughes
Its _____

Bush
Its _____

LOBDELL, HALL AND ANDREWS, INC.

By Annunzio C. Hall
Its President

ATTEST:

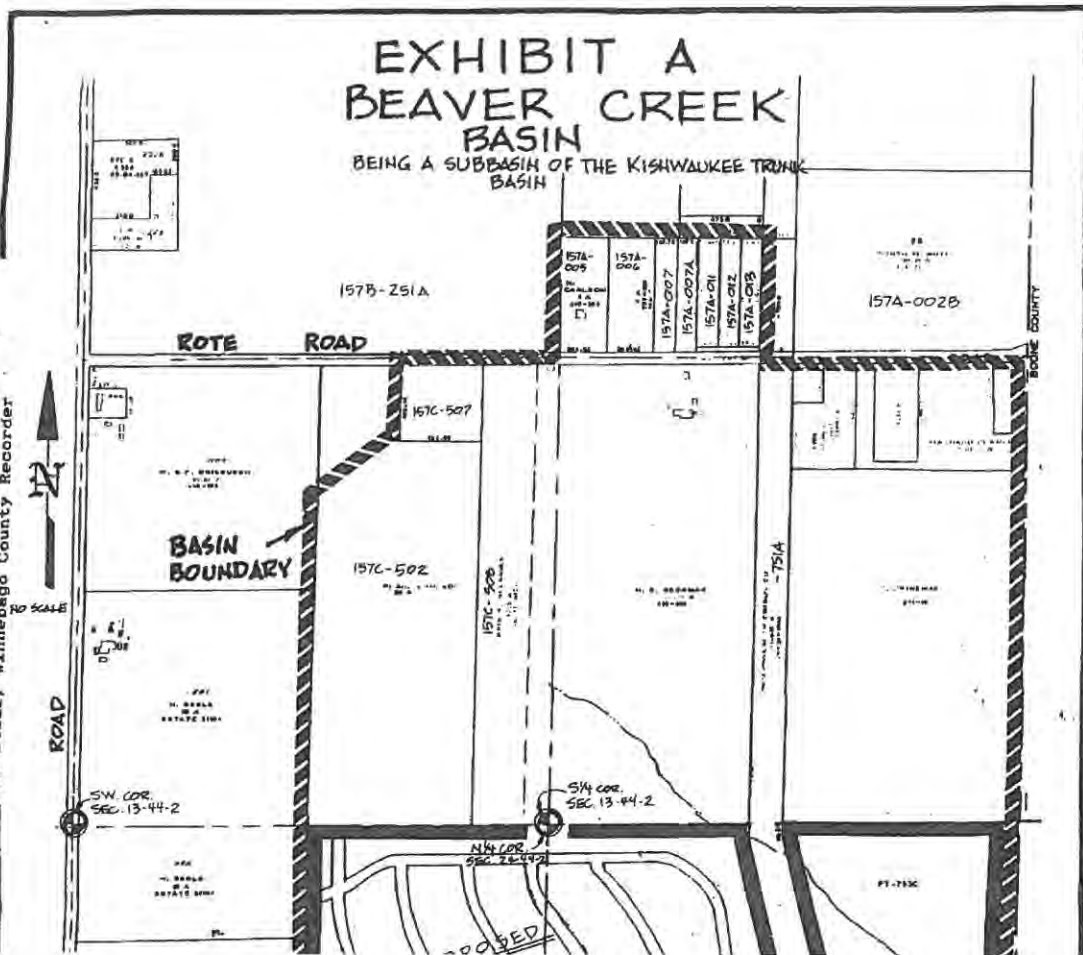
By Craig Hall
Its Vice President

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

BEAVER CREEK TRUNK, PHASE I
LIST OF EXHIBITS

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

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Ken Staaf, Winnebago County Recorder



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Ken Staaf, Winnebago County Recorder

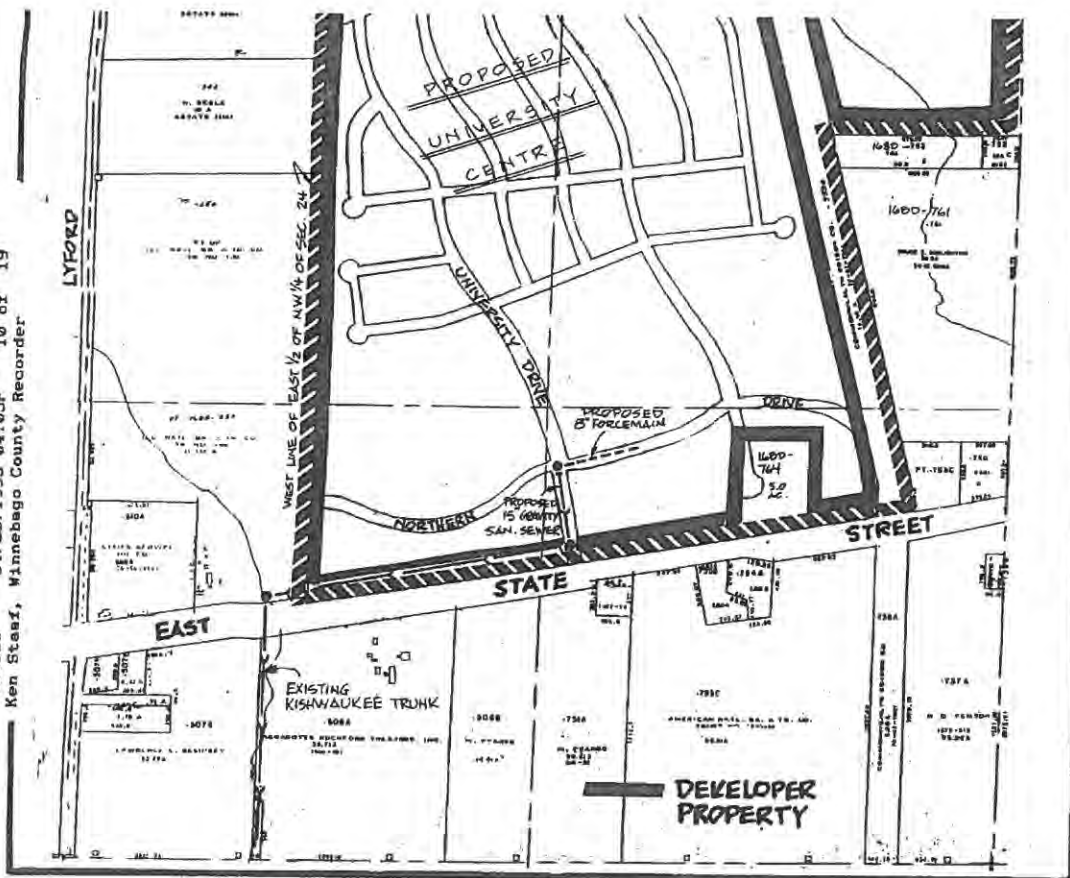


EXHIBIT B

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

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

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

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

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

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

Parcel Listing

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

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

EXHIBIT C

Beaver Creek Basin Developer Property

Parcel 1

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

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

Excepting therefrom the following described parcel:

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

**Beaver Creek Agreement
Exhibit C — Developer Property**

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

Parcel 2

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

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

EXHIBIT "D"

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

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

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

EXHIBIT E

Beaver Creek Basin Agreement

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

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

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

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