

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Title Underwriters Agency

(File Number: BB299724COM)

Auction Tracts 1 - 2

(Boone County, Illinois)

For December 7, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Hardeman Company and Verona Properties, LLC

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: BB299724COM
Issuing Office File Number: BB299724COM
Property Address: Distillery Road & Shaw Road, Belvidere, IL 61008

Revision Number:
Hud No.

SCHEDULE A

1. Commitment Date: September 17, 2021 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:
Hardeman Company, a Delaware Corporation
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Title Underwriters Agency

By: Kristine Riportella
Authorized Signatory

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Commitment No. BB299724COM

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. Corporate Warranty Deed from Hardeman Company, a Delaware Corporation 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. We should be furnished with a certified copy of the proper resolution passed by the authorized representative(s) of The Hardeman Company authorizing the execution of the deed along with a copy of the bylaws of said corporation.

We should be furnished with a current "Certificate of Good Standing" issued by the Secretary of State of Delaware as to The Hardeman Company.

If the proposed transaction involves all, or substantially all, of the assets of , we must also be furnished with a certified copy of the shareholder's resolution authorizing the transaction.

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. BB299724COM

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. BB299724COM

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 2021 and subsequent years.
- PARCEL I:
P.I.N. Number: 05-29-300-004 (2020 \$231.30)
P.I.N. Number: 05-30-200-016 (2020 \$262.94)
P.I.N. Number: 05-30-400-014 (2020 \$477.94)
Part of P.I.N. Number: 05-29-100-007 f/k/a Part of P.I.N. Number: 05-29-100-004 (2020 \$3,351.22)
(NOTE: A new tax code will be assigned in 2022)
Parcel Dimensions: 51.426 Acres
Township Belvidere
- PARCEL II:
P.I.N. Number: 05-30-200-013 (2020 \$0.00)
P.I.N. Number: 05-30-327-005 (2020 \$202.42)
P.I.N. Number: 05-30-400-010 (2020 \$41.14)
P.I.N. Number: 05-30-400-011 (2020 \$0.00)
P.I.N. Number: 05-30-400-012 (2020 \$600.64)
Parcel Dimensions 43.12 Acres
Township Belvidere
8. Title to that part of insured premises that may be within the bounds of any road, highway, street or alley.
9. Right of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
10. Easement to General Telephone Company as contained in instrument recorded February 25, 1972 as Document No. 72-407.
(Affects the South 1/2 and Northeast 1/4 of Section 30 - 44-3. NOTE: We were unable to determine the exact location of the above easement.)
11. Ordinance #560G, An Ordinance Annexing Certain Territory to the City of Belvidere, Boone County, Illinois as contained in instrument recorded as Document No. 03R08032.
12. Ordinance #569G, An Ordinance Annexing Certain Territory to the City of Belvidere, Boone County, Illinois as contained in instrument recorded as Document No. 03R09883; Ordinance Authorizing the execution of an Annexation Agreement as contained in instrument recorded as Document No. 03R09884.

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Commitment No. BB299724COM

SCHEDULE B
(Continued)

13. Annexation Agreement between The City of Belvidere, an Illinois municipal corporation and The Hardeman Company; Frank M. Shappert, and Margaret W. Shappert, Trustees; Verona Shappert; Galey S. Lucas, Trustee; and Patrick B. Mattison, Trustee as contained in instrument recorded June 18, 2003 as Document No. 03R09885.
14. First Amendment to Annexation Agreement by and between the City of Belvidere, an Illinois municipal corporation and The Hardeman Company, Frank M. Shappert, and Margaret W. Shappert, Trustees, and Patrick B. Mattison, Trustee, dated December 5, 2019 and recorded December 27, 2019 as Document No. 2019R07731.
15. Preservation Covenant as contained in instrument recorded September 16, 2003 as Document No. 03 R16087.
(Affects Parcel I, Part of PINS 05-30-200-016 & 05-30-400-014)
16. Right of Way Permit to General Telephone Company of Illinois as contained in instrument recorded June 21, 1976 as Document No. 76-1898.
(Affects Parcel II) NOTE: We were unable to determine the exact location of the above easement.

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EXHIBIT A

PARCEL I:

Part of Sections 29 and 30, all in Township 44 North, Range 3 East of the 3rd Principal Meridian, bounded and described as follows to-wit: Beginning at the Southwest corner of Lot 33 as designated upon Plat No. 1 River Run Subdivision, the Plat of which Subdivision being recorded in Plat Index File Envelope 294A as Document No. 2004R03731 in the Recorder's Office of Boone County, Illinois; thence North 86°-00'-38" West, 112.00 feet; thence South 88°-11'-44" West, 122.00 feet; thence South 85°-29'-04" West, 192.18 feet; thence South 71°-08'-01" West, 273.05 feet; thence South 56°-31'-27" West, 400.00 feet; thence North 34°-56'-26" West, 127.37 feet; thence South 24°-56'-39" West, 229.45 feet; thence South 82°-31'-23" West, 280.69 feet; thence South 55°-33'-04" West, 229.20 feet; thence North 83°-30'-28" West, 286.11 feet; thence North 11°-24'-54" East, 422.71 feet; thence North 21°-03'-24" West, 415.15 feet; thence North 23°-51'-02" East, 479.68 feet; thence South 66°-08'-58" East, 55.00 feet; thence North 25°-02'-39" East, 240.05 feet; thence North 41°-38'-22" West, 185.47 feet; thence North 01°-22'-11" West, 162.41 feet; thence South 47°-20'-56" East, 267.95 feet; thence South 54°-40'-15" East, 227.47 feet; thence South 82°-37'-58" East, 422.79 feet; thence North 50°-23'-45" East, 340.00 feet; thence North 90°-00'-00" East, 532.16 feet to a point in the West line of Lot 26 as designated upon Plat No. 1 of the Village at River Run Subdivision, the Plat of which Subdivision being recorded in Plat Index File Envelope 305B as Document No. 2004R12307 in said Recorder's Office; thence South 07°-37'-49" West, 179.64 feet; thence South 25°-31'-35" West, 250.00 feet; thence North 80°-00'-00" East, 190.00 feet; thence North 89°-08'-21" East, 130.00 feet; thence South 82°-06'-26" East, 172.00 feet to the Northwest corner of Lot 1 as designated upon said Plat No. 1 River Run Subdivision as aforesaid (the last 5 previously described courses being along the Westerly and Southerly lines of said Plat No. 1 of the Village at River Run Subdivision as aforesaid); thence South 09°-25'-02" West, along the West line of Lot 1 as aforesaid, 288.00 feet to the Southwest corner thereof; thence Northwesterly, along a circular curve to the left, having a radius of 560.00 feet and whose center lies to the South and along the North line of River Run Parkway as designated upon said Plat No. 1 of River Run Subdivision to a point (the chord across the last described circular curve course bears North 84°-59'-23" West, 86.06 feet); thence North 89°-23'-48" West, along the North line of said last mentioned street, 30.00 feet to the West line of said Plat No. 1 River Run Subdivision; thence South 00°-36'-12" West, along said West line, 360.00 feet to the point of beginning. Situated in Boone County, Illinois.

PARCEL II:

Part of Section 30, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northeast corner of that portion of Plat No. 1 of Shaw Mills of River Run Subdivision, situated West of Shaw Road, the Plat of which Subdivision being recorded in Plat Index File Envelope 383A as Document No. 2008R09046 in the Recorder's Office of Boone County, Illinois; thence North 75 degrees 32' 09" East, 33.38 feet to the centerline of said Shaw Road; thence South 23 degrees 04' 48" East, along said centerline of road, 149.02 feet; thence North 85 degrees 48' 03" East, 365.00 feet; thence North 76 degrees 07' 42" East, 395.00 feet; thence North 89 degrees 49' 43" East, 168.00 feet; thence North 55 degrees 52' 07" East, 165.00 feet; thence North 27 degrees 30' 47" East, 330.00 feet; thence South 53 degrees 42' 01" East, 425.94 feet; thence South 02 degrees 00' 54" West, 80.00 feet; thence South 32 degrees 04' 35" West, 289.20 feet; thence South 09 degrees 09' 40" West, 119.82 feet; thence South 19 degrees 42' 43" East, 99.30 feet; thence South 02 degrees 37' 06" West, 181.70 feet; thence South 19 degrees 53' 30" East, 311.59 feet; thence South 23 degrees 10' 01" East, 378.61 feet; thence South 30 degrees 27' 08" West, 242.73 feet; thence South 04 degrees 16' 43" West, 256.16 feet; thence South 52 degrees 23' 17" West, 530.25 feet; thence South 73 degrees 31' 29" West, 248.65 feet; thence South 39 degrees 47' 19" West, 133.75 feet to the Southeast corner of Outlot D as designated upon said Plat of Shaw Mills of River Run as aforesaid; thence North 05 degrees 49' 29" West, along the East line of said Out Lot D, 297.37 feet; thence North 09 degrees 29' 34" West, 60.03 feet; thence North 03 degrees 06' 48" East, 248.00 feet; thence South 56 degrees 57' 57" East, 42.50 feet; thence North 82 degrees 00' 53" East, 143.00 feet; thence North 41 degrees 29' 08" East, 185.00 feet; thence North 28 degrees 15' 50" East, 166.00 feet; thence North 14 degrees 33' 18" West, 230.00 feet; thence North 55 degrees 04' 35" West, 140.00 feet; thence North 76 degrees 52' 49" West, 147.50 feet; thence North 01 degrees 48' 16" East, 204.06 feet to the Northeast corner of that portion of said Subdivision Plat situated East of said Shaw Road (the last 11 previously described courses being along the Easterly line of said Subdivision Plat); thence Southwesterly, along a circular curve to the left having a radius of 500.00 feet and whose center lies to the South to a point (the chord across the last described circular curve course bears South 76 degrees 13' 37" West, 164.58 feet); thence South 66 degrees 45' 15" West, 52.50 feet; thence North 23 degrees 14' 45" West, 25.00 feet; thence South 66 degrees 45' 15" West, 60.00 feet; thence South 23 degrees 14' 45" East, 25.00 feet; thence South 66 degrees 45' 15" West, 150.00 feet; thence North 68 degrees 14' 45" West, 35.36 feet; thence South 66 degrees 45' 15" West, 73.00 feet to the original West Right of Way line of said Shaw Road, being on the Easterly line of that portion of said Plat of Subdivision situated West of Shaw Road (the last 8 previously described courses being along the Northerly line of said Plat of

EXHIBIT A

Shaw Mills of River Run as aforesaid); thence North 23 degrees 14' 45" West, along the East line of that portion of the Plat situated West of Shaw Road, 715.46 feet; thence North 23 degrees 04' 48" West, 295.05 feet to the point of beginning. Subject to the rights of the public and State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes; situated in Boone County and State of Illinois

Received of General Telephone Company of Illinois, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across the land hereinafter specifically described, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in Boone County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land, with the right to permit the attachment of the wires of any other Company and the right to trim now and hereafter all brush and trees along the said lines as may be necessary for the installation, operation and maintenance of said lines. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows: A part of the South One-Half (S ½) and North-east One-Quarter (NE ¼) of Section 30; Township 44 North, Range 3 East.

The buried facilities to be placed within the boundary lines, and on the Southeast side of the private road running Northeast, through said Half Section, and on the West side of the private road running North and South through the said Quarter Section.

Witness Their hands and seals this 29th day of November, A. D. 1971.

STATE OF ILLINOIS

COUNTY OF BooneI, Paul E. Bradley

that Fred W. and Verona M. Shappert a Notary Public in and for said County and State, do hereby certify that Fred W. and Verona M. Shappert personally known to me and 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 the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of November, A. D. 1971.
RFD #1, Belvidere, Ill. 61008

Fred W. Shappert (SEAL)
Fred W. Shappert

Verona M. Shappert (SEAL)
Verona M. Shappert

Paul E. Bradley
Notary Public Paul E. Bradley

STATE OF ILLINOIS } ss No 72-407
Boone County

This instrument was filed for record this 25th day of Feb. 1972

at 10:40 o'clock, P. M., and duly recorded, entry # 72-407

Debra Whitmeyer Recorder

ORDINANCE # 560G.

**AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS**

WHEREAS, a written petition signed by the legal owners of record of all land within the territory described in the attached Exhibit A (the Territory), has been filed with the City Clerk of the City of Belvidere, Boone County, Illinois, (the City) requesting that said Territory be annexed to the City of Belvidere; and

WHEREAS, any eligible electors residing in the Territory have executed the petition; and

WHEREAS, the Territory is not within the corporate limits of any municipality and the Territory is contiguous to the City; and

WHEREAS, legal notices regarding the annexation of the Territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, the legal owners of the Territory and the City have entered into a valid Annexation Agreement relating to the Territory; and

WHEREAS, all petitions, documents and other legal requirements are in full compliance with the terms of the Annexation Agreement and with statutes of the State of Illinois; and

WHEREAS, it is in the best interest of the City that the Territory be annexed.

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Belvidere, Boone County Illinois, as follows:

SECTION 1: The Territory described in the attached Exhibit A, which is incorporated herein by this reference, and which is further described in the Plat of Annexation attached as Exhibit B, which is also incorporated herein by this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

SECTION 2: The City of Belvidere is hereby directed to record, with the Recorder of Deeds for Boone County, Illinois, and file with the Boone County Clerk, a certified copy of this Ordinance, together with the accurate map of the Territory annexed and appended to the Ordinance as Exhibit B.

SECTION 3: That all maps, journals and other records of the City be changed accordingly.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the

03 R08032

remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

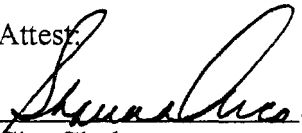
SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois this 12th day of May, 2003.

Approved:


Mayor

Attest:


City Clerk

Ayes: Cantrell, Fore, Gamlin, Gordon, Lewis, Racz, Robinson, Sanderson, Bowley

Nays: None Absent: Wise

Date Approved: May 13, 2003

Date Published: May 13, 2003

Sponsored: Mayor Brereton

Prepared By
Michael S. Drella
City Attorney
City of Belvidere
119 South State Street
Belvidere, Illinois 61008
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03 R08032

LEGAL DESCRIPTION

03 R08032

EXHIBIT A

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 2699.0 feet to the Southwest corner of said Section 20; thence North along the West line of Section 20, 1295.23 feet; thence East, parallel with the South line of Section 20, 2699.0 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 1295.23 feet to the place of beginning: excepting therefrom a parcel of land described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 667.47 feet; thence North, parallel with the East line of said Quarter Section, 667.47 feet; thence East, parallel with the South line of Section 20, 667.47 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 667.47 feet to the place of beginning.

ALSO:

All that part of the North Half of Section Thirty-One and the South Half of Section Thirty which lies East of a line described as follows: Commencing at the Quarter Section corner in the center of Section Thirty-One, run thence North One degree Thirty minutes West Thirty-Seven chains and Twelve links to cottonwood tree on North bank of Kishwaukee River, thence North Three degrees Forty minutes West six chains and Thirty-eight links to the North side of the road; thence North Thirty-five degrees West three chains and Twenty-one links; thence North Twenty-two degrees West Thirty-seven chains and Twenty-seven links to the Quarter Section line running East and West through the center of said Section 30; excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in the Westerly line of highway where said highway crosses the East and West quarter line in said section; thence West on said Quarter section line 7.81 chains; thence South 21 degrees East 4.64 chains; thence North 81 degrees East 8 chains to the Westerly line of the road; thence North 81 degrees West 3.13 chains to the place of beginning;

ALSO excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section Thirty; thence West along the East and West Quarter Section line to the Center of the North and South Highway running through said Quarter section; thence Southerly along the center line of said highway, 12 rods, more or less, to the center of the intersection with an East and West Highway; thence Northeasterly along the center line of said highway to the place of beginning.

ALSO:

The North Half of the Southwest Quarter of Section 29; the Northwest Quarter of Section 29; the Northeast Quarter of Section 30, except that portion of said Section 30, described as follows: commencing on the West line of said Quarter Section One Hundred Twenty-two and One-half

rods North of the Southwest corner of said Quarter section; running thence East Thirty-four rods; thence North Thirty-seven and one-half rods, more or less, to the North line of said Quarter Section; thence West on said North line Thirty-four rods to the Northwest corner of said Quarter Section; thence South on West line of said Quarter Section Thirty-seven and one-half rods, more or less, to the place of beginning; all situated in Township 44 North, Range 3 East of the Third Principal Meridian.

All of the above situated in the County of Boone and the State of Illinois.

03 R08032

EXHIBIT B
PLAT OF ANNEXATION

03 R08032

SCALE 1"=400'

NOTE:
ALL DIMENSIONS ARE DEED DIMENSIONS OR ARE TAKEN FROM THE DRAWING AND ARE SUBJECT TO FINAL SURVEY
MC = PARCEL OF LAND NOT INCLUDED IN PROPERTY

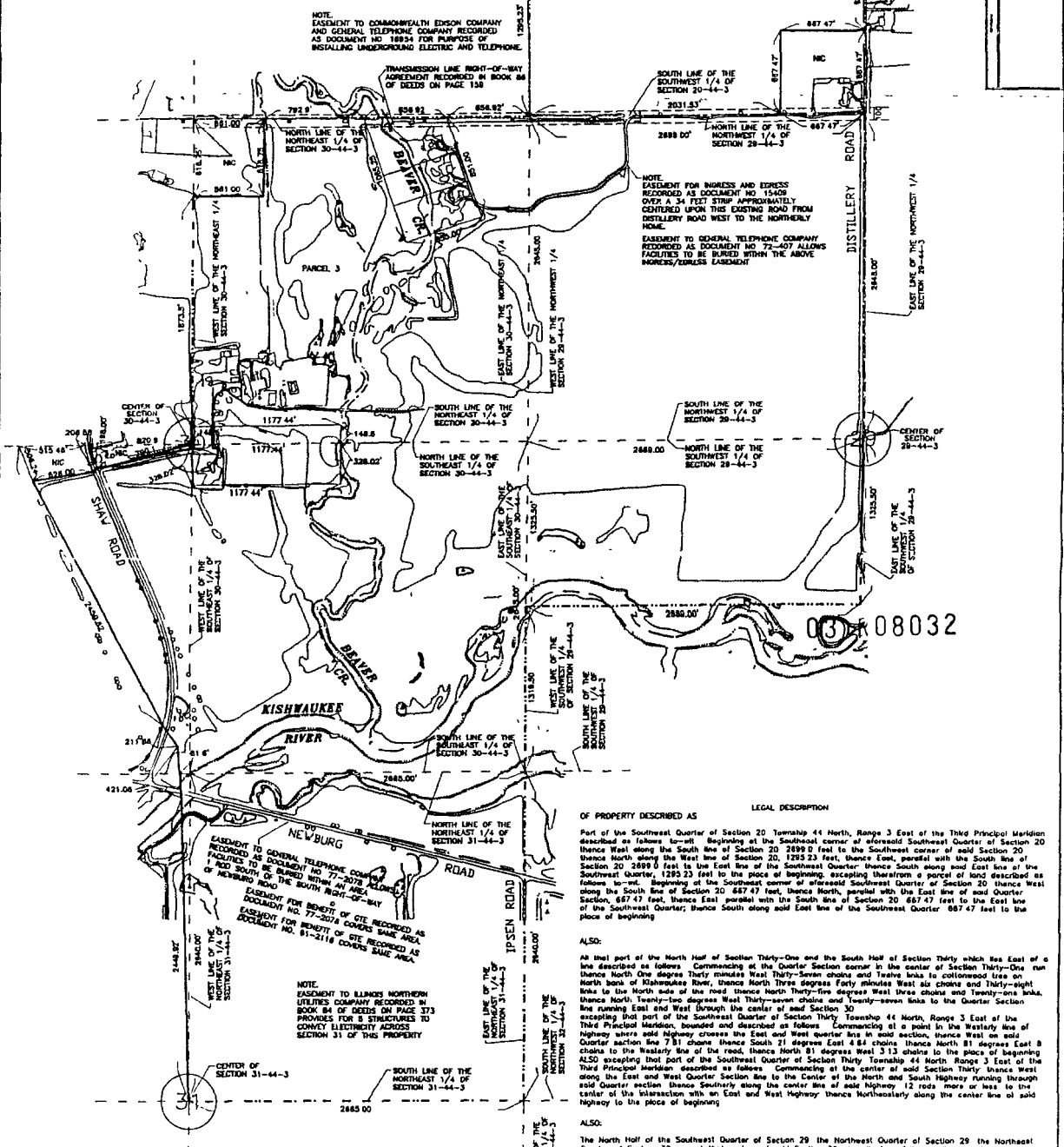
NOTE:
EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY RECORDED IN BOOK 84 OF DEEDS PAGE 131 GRANTS PERMISSION TO ESTABLISH LINES UPON THE ROADS SITUATED IN SECTION 31 OF THIS PROPERTY

EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY RECORDED IN BOOK 84 OF DEEDS ON PAGE 478 GRANTS PERMISSION TO ESTABLISH LINES UPON THE ROADS SITUATED IN SECTIONS 30 AND 31 OF THIS PROPERTY

EASEMENT FOR POLE AND ELECTRIC LINE RIGHT TO ILLINOIS NORTHERN UTILITIES COMPANY RECORDED IN BOOK 87 OF DEEDS ON PAGE 325 PERTAINS TO POLES IN SECTION 30 OF THIS PROPERTY

DIMENSIONS AND AREA ARE SUBJECT TO FINAL SURVEY

TOTAL AREA OF THIS PROPERTY IS COMPRISED OF 830 ACRES MORE OR LESS



ZONING AND ANNEXATION EXHIBIT FOR THE HARDEMAN COMPANY PROPERTY

PART OF SECTIONS 20, 29, 30 AND 31 TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN

BOONE COUNTY, ILLINOIS

LEGAL DESCRIPTION

OF PROPERTY DESCRIBED AS

Part of the Southwest Quarter of Section 20 Township 44 North, Range 3 East of the Third Principal Meridian described as follows to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20 thence West along the South line of Section 20 2899.0 feet to the Southwest corner of said Section 20 thence North along the West line of Section 20 1255.23 feet, thence East parallel with the South line of Section 20 2899.0 feet to the East line of the Southwest Quarter thence South along said East line of the Southwest Quarter 1255.23 feet to the place of beginning, excepting therefrom a parcel of land described as follows to-wit: Beginning at the Southwest corner of aforesaid Southwest Quarter of Section 20 thence West along the South line of Section 20 687.47 feet, thence North parallel with the East line of said Quarter Section 687.47 feet, thence East parallel with the South line of Section 20 687.47 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter 687.47 feet to the place of beginning

ALSO:

As that part of the North Half of Section Thirty-One and the South Half of Section Thirty which lies East of a line described as follows: Commencing at the Quarter Section corner in the center of Section Thirty-One run thence North One degree Thirty minutes West Thirty-seven chains and Twelve links to cottonwood trees on North bank of Kishwaukee River, thence North Three degrees Forty minutes West six chains and Thirty-eight links to the North side of the road thence North Thirty-five degrees West three chains and Twenty-one links, thence North Twenty-two degrees West Thirty-seven chains and Twenty-seven links to the Quarter Section line running East and West through the center of said Section 30 excepting that part of the Southwest Quarter of Section Thirty Township 44 North, Range 3 East of the Third Principal Meridian where said highway crosses the East and West quarter line in said section, thence West on said Quarter section line 7.81 chains thence South 71 degrees East 4.84 chains, thence North 81 degrees East 8 chains to the West line of the road, thence North 81 degrees West 3.13 chains to the place of beginning

ALSO:

The North Half of the Southwest Quarter of Section 29 the Northwest Quarter of Section 29 the Northeast Quarter of Section 30 except that portion of said Section 30 described as follows: Commencing at the West line of said Quarter Section One Hundred Twenty-two and One-half rods North of the Southwest corner of said Quarter section, running thence East Thirty-four rods thence North Thirty-seven and One-half rods more or less to the North line of said Quarter Section, thence West on said North line Thirty-four rods to the Northeast corner of said Quarter Section, thence South on West line of said Quarter Section Thirty-seven and One-half rods more or less to the place of beginning as situated in Township 44 North, Range 3 East of the Third Principal Meridian

At of the above situated in the County of Boone and the State of Illinois

Dated this 2nd day of December 2002 Rockford Illinois

Deed No. 3523

HERITAGE ENGINEERING LTD
433 South Phelps Avenue
Rockford Illinois 61109
John P. Matburg I.P.L.S. 035-002224

EXHIBIT B

03 R08032

✓ FILED FOR RECORD
BOONE COUNTY

2003 MAY 15 PM 2:10

Amyia C. Schroeder
BOONE COUNTY RECORDER

ORDINANCE #569G
AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

WHEREAS, a written petition signed by the legal owners of record of all land within the territory described in the attached Exhibit A (the Territory), has been filed with the City Clerk of the City of Belvidere, Boone County, Illinois, (the City) requesting that said Territory be annexed to the City of Belvidere; and

WHEREAS, any eligible electors residing in the Territory have executed the petition; and

WHEREAS, the Territory is not within the corporate limits of any municipality and the Territory is contiguous to the City; and

WHEREAS, legal notices regarding the annexation of the Territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, the legal owners of the Territory and the City have entered into a valid Annexation Agreement relating to the Territory; and

WHEREAS, all petitions, documents, and other legal requirements are in full compliance with the terms of the Annexation Agreement and with statutes of the State of Illinois; and

WHEREAS, it is in the best interest of the City that the Territory be annexed; and

WHEREAS, the City previously attempted to annex the Territory by Ordinance 560 which Ordinance was rescinded by Ordinance 568; and

WHEREAS, the Corporate Authorities desire to now annex the territory now that the Cherry Valley Library District, and all other entities entitled to notice, has been given notice of the annexation.

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Belvidere, Boone County Illinois, as follows:

SECTION 1: The Territory described in the attached Exhibit A, which is incorporated herein by this reference, and which is further described in the Plat of Annexation attached as Exhibit B, which is also incorporated herein by this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

SECTION 2: The City of Belvidere is hereby directed to record, with the Recorder of Deeds for Boone County, Illinois, and file with the Boone County Clerk, a certified copy of this Ordinance, together with the accurate map of the Territory annexed and appended to the Ordinance as Exhibit B.

SECTION 3: That all maps, journals and other records of the City be changed accordingly.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois this 16 day of June, 2003.

Approved:

Mayor

Attest:

City Clerk

Ayes: Sanderson, Bowley, Cantrell, Fore, Lewis, Racz, Robinson

Nays: None Absent: Gamlin, Gordon, Wise

Date Approved: June 17, 2003

Date Published: June 17, 2003

Sponsored: Mayor Brereton

Prepared By / Return To:

Michael S. Drella

City Attorney

City of Belvidere

119 South State Street

Belvidere, Illinois 61008

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BOONE COUNTY RECORDER

2003 JUN 18 PM 2:20

FILED FOR RECORD
BOONE COUNTY IL

03 R09883

EXHIBIT A
LEGAL DESCRIPTION

03 R09883

EXHIBIT A

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 2699.0 feet to the Southwest corner of said Section 20; thence North along the West line of Section 20, 1295.23 feet; thence East, parallel with the South line of Section 20, 2699.0 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 1295.23 feet to the place of beginning: excepting therefrom a parcel of land described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 667.47 feet; thence North, parallel with the East line of said Quarter Section, 667.47 feet; thence East, parallel with the South line of Section 20, 667.47 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 667.47 feet to the place of beginning.

ALSO:

All that part of the North Half of Section Thirty-One and the South Half of Section Thirty which lies East of a line described as follows: Commencing at the Quarter Section corner in the center of Section Thirty-One, run thence North One degree Thirty minutes West Thirty-Seven chains and Twelve links to cottonwood tree on North bank of Kishwaukee River, thence North Three degrees Forty minutes West six chains and Thirty-eight links to the North side of the road; thence North Thirty-five degrees West three chains and Twenty-one links; thence North Twenty-two degrees West Thirty-seven chains and Twenty-seven links to the Quarter Section line running East and West through the center of said Section 30; excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in the Westerly line of highway where said highway crosses the East and West quarter line in said section; thence West on said Quarter section line 7.81 chains; thence South 21 degrees East 4.64 chains; thence North 81 degrees East 8 chains to the Westerly line of the road; thence North 81 degrees West 3.13 chains to the place of beginning;

ALSO excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section Thirty; thence West along the East and West Quarter Section line to the Center of the North and South Highway running through said Quarter section; thence Southerly along the center line of said highway, 12 rods, more or less, to the center of the intersection with an East and West Highway; thence Northeasterly along the center line of said highway to the place of beginning.

ALSO:

The North Half of the Southwest Quarter of Section 29; the Northwest Quarter of Section 29; the Northeast Quarter of Section 30, except that portion of said Section 30, described as follows: commencing on the West line of said Quarter Section One Hundred Twenty-two and One-half

rods North of the Southwest corner of said Quarter section; running thence East Thirty-four rods; thence North Thirty-seven and one-half rods, more or less, to the North line of said Quarter Section; thence West on said North line Thirty-four rods to the Northwest corner of said Quarter Section; thence South on West line of said Quarter Section Thirty-seven and one-half rods, more or less, to the place of beginning; all situated in Township 44 North, Range 3 East of the Third Principal Meridian.

All of the above situated in the County of Boone and the State of Illinois.

03 R09883

EXHIBIT B
PLAT OF ANNEXATION

03 R09883

NOTE:
ALL DIMENSIONS ARE DEED DIMENSIONS OR ARE TAKEN FROM
THE DRAWING AND ARE SUBJECT TO FINAL SURVEY.
NIC - PARCEL OF LAND NOT INCLUDED IN PROPERTY

NOTE:
EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY RECORDED
IN BOOK 84 OF DEEDS PAGE 131 GRANTS PERMISSION TO
ESTABLISH LINES UPON THE ROADS SITUATED IN SECTIONS 30
AND 31 OF THIS PROPERTY.

EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY RECORDED IN
BOOK 80 OF DEEDS PAGE 474 GRANTS PERMISSION TO
ESTABLISH LINES UPON THE ROADS SITUATED IN SECTIONS 30
AND 31 OF THIS PROPERTY.

EASEMENT FOR POLE AND ELECTRIC LINE RIGHT TO ILLINOIS
NORTHERN UTILITIES COMPANY RECORDED IN BOOK 87 OF
DEEDS ON PAGE 330 PERTAINS TO POLES IN SECTION 30
OF THIS PROPERTY.

DIMENSIONS AND AREA ARE SUBJECT TO FINAL SURVEY.

TOTAL AREA OF THIS PROPERTY
IS COMPRISED OF 830 ACRES
MORE OR LESS

NOTE:
EASEMENT TO COMMONWEALTH EDISON COMPANY
AND GENERAL TELEPHONE COMPANY RECORDED
AS DOCUMENT NO. 18034 FOR PURPOSES OF
INSTALLING UNDERGROUND ELECTRIC AND TELEPHONE.

TRANSMISSION LINE RIGHT-OF-WAY
EASEMENT RECORDED IN BOOK 80
OF DEEDS ON PAGE 130

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SECTION 20-44-3

OF PROPERTY DESCRIBED AS.
LEGAL DESCRIPTION
Part of the Southwest Quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian,
described as follows: to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20,
thence West along the South line of Section 20, 2899.0 feet to the Southwest corner of said Section 20,
thence North along the West line of Section 20, 1282.23 feet, thence East, parallel with the South line of
Section 20, 2899.0 feet to the East line of the Southwest Quarter; thence South along said East line of the
Southwest Quarter, 1282.23 feet to the place of beginning; excepting therefrom a parcel of land described as
follows: to-wit: Beginning at the Southwest corner of aforesaid Southwest Quarter of Section 20, thence West
along the South line of Section 20, 667.47 feet, thence North, parallel with the East line of said Quarter
Section, 667.47 feet, thence East, parallel with the South line of Section 20, 667.47 feet to the East line
of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 667.47 feet to the
place of beginning.

ALSO
All that part of the North Half of Section Thirty-One and the South Half of Section Thirty which lies East of a
line described as follows: Commencing at the Quarter Section corner in the center of Section Thirty-One, run
North One degree Thirty minutes West Thirty-Six chains and Twelve links to cottonwood line on
North bank of Kishwaukee River, thence North Twelve degrees Forty minutes West six chains and Thirty-eight
links to the North side of the road, thence North Thirty-five degrees West three chains and Twenty-one links,
thence North twenty-two degrees West Thirty-seven chains and Twenty-seven links to the Quarter Section
line running East and West through the center of said Section 30,
excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the
Third Principal Meridian, bounded and described as follows: Commencing at a point in the West line of
Highway where said Highway crosses the East and West quarter line in said section; thence West on said
Quarter section line 7.81 chains, thence South 21 degrees East 4.64 chains; thence North 81 degrees East 8
chains to the West line of the road, thence North 61 degrees West 3.13 chains to the place of beginning.
ALSO
The North Half of the Southwest Quarter of Section 20, the Northwest Quarter of Section 20, the Northeast
Quarter of Section 30 except that portion of said Section 30, described as follows: Commencing on the West
line of said Quarter Section One Hundred twenty-two and One-half rods North of the Southwest corner of
said Quarter section, running thence East Thirty-four rods, thence North Thirteen and One-half rods,
more or less, to the North line of said Quarter Section, thence West on said North line Thirty-four rods to the
Northwest corner of said Quarter Section, thence South on West line of said Quarter Section, Thirty-seven and
One-half rods more or less, to the place of beginning; all situated in Township 44 North, Range 3 East of the
Third Principal Meridian.

ALSO
The North Half of the Southwest Quarter of Section 20, the Northwest Quarter of Section 20, the Northeast
Quarter of Section 30 except that portion of said Section 30, described as follows: Commencing on the West
line of said Quarter Section One Hundred twenty-two and One-half rods North of the Southwest corner of
said Quarter section, running thence East Thirty-four rods, thence North Thirteen and One-half rods,
more or less, to the North line of said Quarter Section, thence West on said North line Thirty-four rods to the
Northwest corner of said Quarter Section, thence South on West line of said Quarter Section, Thirty-seven and
One-half rods more or less, to the place of beginning; all situated in Township 44 North, Range 3 East of the
Third Principal Meridian.

All of the above situated in the County of Boone and the State of Illinois
Dated this 2nd day of December, 2002 Rockford, Illinois
Order No. 3523

HERITAGE ENGINEERING LTD
433 South Phelps Avenue
Rockford, Illinois 61108
John P. Moberg, I.F.L.S. 035-002224

**ZONING AND
ANNEXATION EXHIBIT
FOR
THE HARDEMAN COMPANY
PROPERTY**
PART OF SECTIONS 20, 29, 30 AND 31
TOWNSHIP 44 NORTH, RANGE 3 EAST OF
THE 3RD PRINCIPAL MERIDIAN
BOONE COUNTY, ILLINOIS

EXHIBIT B

03 R09884

FILED FOR RECORD
BOONE COUNTY, ILL.

2003 JUN 18 PM 2:34

Angela E. Schroeder
BOONE COUNTY RECORDER

BOONE COUNTY, ILLINOIS RECORDER FOR INFORMATIONAL PURPOSES ONLY

June 18, 2003

I hereby certify that the attached is a true and accurate copy of the original Ordinance
#559G – An Ordinance Authorizing the Execution of an Annexation Agreement.

Shauna Arco
Shauna Arco
City Clerk
City of Belvidere, Illinois

ORDINANCE NO. 559G.

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT**

WHEREAS, Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) authorizes the City of Belvidere to enter into annexation agreements of not more than 20 years; and

WHEREAS, The Hardeman Company, Frank M. Shappert and Margaret W. Shappert, trustees; Verona Shappert, Galey S. Lucas, Trustee; and Patrick B. Mattison, Trustee are the owners (the Owners) of the territory which is the subject of an Annexation Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Owners are ready, willing and able to enter into the Annexation Agreement and to perform their obligations as required under the Annexation Agreement and this Ordinance; and

WHEREAS, a public hearing was conducted before the City Council of the City of Belvidere on May 12, 2003 in accordance with Illinois Statute; and

WHEREAS, it is in the best interests of the City of Belvidere to enter into the Annexation Agreement pertaining to the territory described in the Annexation Agreement.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE, ILLINOIS AS FOLLOWS:

SECTION 1: The foregoing recitals are incorporated herein by this reference.

SECTION 2: The Mayor is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement between the City of Belvidere and the Owners, consisting of 74 pages, a copy of which is attached hereto as Exhibit A and incorporated herein.

SECTION 3: If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

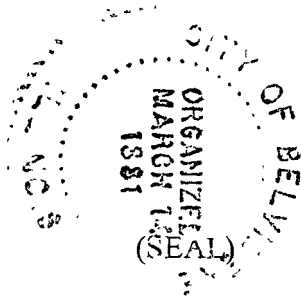
SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes: Bowley, Cantrell, Fore, Gamlin, Gordon, Lewis, Racz, Robinson, Sanderson

Nays: None

Abstentions: None

Absentees: Wise



APPROVED:

Mayor Frederic C. Brereton

ATTEST:

City Clerk Shauna Arco

Passed: May 12, 2003

Approved: June 18, 2003

Published: June 18, 2003

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03 R09884

03 R09885

FILED FOR RECORD
BOONE COUNTY, IL

2003 JUN 18 PM 2:36

Angela E. Schneider

BOONE COUNTY RECORDER

BOONE COUNTY, ILLINOIS RECORDER FOR INFORMATIONAL

ANNEXATION AGREEMENT BETWEEN
THE CITY OF BELVIDERE AND
THE HARDEMAN CORPORATION

DATED MAY 12, 2003

Prepared by:
Carol Lockwood
Hinsaw & Callister
100 Park Ave
Rockford

Return to:
Shannon
119 S. State St.
Belvidere

ANNEXATION AGREEMENT

This Agreement is made and entered into May 12, 2003,
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone
County, Illinois (The "City") and The Hardeman Company; Frank M. Shappert and Margaret W.
Shappert, Trustees; Verona Shappert; Galey S. Lucas, Trustee; and Patrick B. Mattison, Trustee
(The "Owners").

WITNESSETH:

Whereas, The Owners are holders of the title to parcels of property located in
unincorporated Boone County, which property is legally described upon Exhibit "A" attached
hereto and as shown on the Annexation Plat as Exhibit "B" attached hereto and referred to herein
as "the Property;" and

Whereas, Owners and the City (hereinafter collectively referred to as "Parties" and
individually referred to as "Party") desire to enter into this Agreement pursuant to the provisions
of Section 11-15.1-1 Et Seq., as amended, of the Illinois Municipal Code (65 Illinois Compiled
Statutes 5/11-15.1-1 Et Seq.) in accordance with the terms and conditions hereinafter set forth ;
and

Whereas, as of the date of this Agreement, the Property is contiguous to the corporate
limits of the City and can be annexed to the City in accordance with currently applicable statutes
and ordinances at this time; and

Whereas, the Owners have executed all petitions and other documents that are necessary
to accomplish the annexation of the Property to the City and have caused the same to be filed
with the City; and

Whereas, the Developer intends to file a request for preliminary subdivision plat approval, all of which is in accordance with the site plan attached hereto as Exhibit "C" which is incorporated herein subject to the provisions of this Agreement; and

Whereas, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by Owner and Developer and a public hearing of the Mayor and City Council of the City of Belvidere was convened and properly conducted on May 12, 2003 to consider the petition for approval of this Annexation Agreement and said public hearing was held pursuant to notice as provided by statute; and

Whereas, all notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of the execution of this Agreement have been given, made, held and performed by the City as required by Section 65 ILCS 5/7-1-8 and Section 65 ILCS 5/11-15.1-1 et seq. of the Illinois Municipal Code and all other applicable state statutes and all applicable ordinances, regulations and procedures of the City; and

Whereas, the Developer desires that the Property be zoned as "D" Single-Family District Zoning under the Belvidere Municipal Code (Chapter 150 et seq.), upon annexation of the Property to the City; and,

Whereas, the City acknowledges that such zoning and use of the Property would be compatible with the planning and zoning objectives of the City; and,

Whereas, the City acknowledges that such zoning classification under the Belvidere Municipal Code (Chapter 150 et seq.), as currently amended is an authorized classification for the Property; and,

03 R09885

Whereas, the Mayor and City Council of the City of Belvidere have duly considered all necessary petitions to enter into the agreement and have further duly considered the terms and provisions of this Agreement; and

Whereas, the Mayor and City Council of the City of Belvidere have, by a vote of two-thirds of the corporate authorities now holding office, directed the Mayor to execute, and the City Clerk to attest, this agreement on behalf of the City; and

Whereas, the City has determined that the annexation of the Property to the City on the terms and conditions hereinafter set forth serves the best interests of the City, will extend the corporate limits and jurisdiction of the City, will permit orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City; and

Whereas, Owners acknowledge the right of the City to approve or deny any annexation to the City and the City's right to cause an annexation agreement contain provisions more restrictive and/or less restrictive than the Ordinances of the Belvidere Municipal Code.

Now, Therefore, in consideration of the mutual covenants herein made and pursuant to the provisions of section 11-15.1-1 et seq. of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-15.1-1) Owners, and City hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly after this Agreement is fully executed, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.

03 R09885

Further, once the Property has been annexed to the City the Owners or Developer shall not pursue disconnection of the Property from the City.

3. City Zoning. Upon annexation the City will use its best efforts to secure that the Property will be zoned to "D" District classification under the Belvidere Municipal Code, in accordance with Section 150. Owners agree that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:

A. Owners agree that no sexually oriented business will operate on the Property including but not limited to adult arcades, bookstores, video stores, cabaret, motels, motion picture theaters, theaters, etc.

B. Owners agree to prohibit all stone quarries, gravel quarries, stone crushing, gravel crushing, concrete batch plant, and asphalt ready mix batch plants from operating on the Property.

4. Sanitary Sewer Service. The City will permit Owners to extend and connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit "D" which is incorporated herein. Prior to commencing construction, Owners will submit final engineering plans for review and approval of the sewer extension to the City's Department of Public Works and the Illinois Environmental Protection Agency. Prior to beginning construction, Owners will pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees that are required by the City at the time of connection. Such charges as of the date of this Agreement are shown on the attached Exhibit "E" and may be amended from time to time by City ordinance. Owners further agree that prior to any final plat approval contemplated herein, Owners shall do all steps

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necessary to disconnect the Property from the Boone County Sanitary District. The City shall not be obligated to approve any final plats of subdivision until said disconnection is obtained.

5. Water Service. The City will permit Owners to extend and connect to the City operated water main system according to the preliminary design plan and specifications shown on the attached Exhibit "F" which is incorporated herein. Prior to commencing construction, Owners will submit final engineering plans for review and approval of the water extension to the City's Department of Public Works and the Illinois Environmental Protection Agency. Prior to beginning construction, Owners will pay all normal, customary, and standard permit, inspection, tap-on, connection, recapture, basin, and other fees that are required by the City at the time of connection. Such charges as of the date of this Agreement are shown on the attached Exhibit "G" and may be amended from time to time by City ordinance.

6. Signage. Owners shall forbear from erecting or constructing or allowing another to erect or construct any sign of any nature at any location on the subject Property except those permitted by the Belvidere Municipal Code.

7. Plats of Subdivision.

A. It is understood and agreed by the Owners and the City that the Owners will seek review and approval of a Concept Plat as shown on the attached Exhibit "H." Except as otherwise stated herein, such platting shall be in accordance with the City's subdivision control ordinance. The Owners shall be allowed to seek final approval (provided the Final Plat comports with the Preliminary Plat) for those portions of the Property and shall not be required to submit a Final Plat of the Property as one unit, but may submit for approval in accordance with the ordinances of the City and in conformance with the phasing plan to be approved by the City.

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Approval by the City of this Annexation Agreement shall not be construed or interpreted as an approval of either the Preliminary Plat or Final Plat of Subdivision.

B. The Owners further agree that no lot lines in the Plat of Subdivision will be within any one-hundred year flood plain boundary, as determined by the most recent F.E.M.A. Flood Boundary and Floodway Map, as amended, and as authorized by the City of Belvidere. Furthermore, Owners agree to dedicate said land located within the one-hundred year flood plain boundary to the Belvidere Township Park District or the Boone County Conservation District, or, in the alternative if neither District is willing to accept said dedication, Owners agree to cause to be created a not-for-profit land owners Association and to deed said land to the Association with a restriction that no development shall take place therein.

C. Except as otherwise stated herein, the Owners agree that all construction of buildings on the site will be in accordance with the Belvidere Municipal Code, including the City's Building Codes, as amended, and as in effect at the time of issuing a building permit.

8. Drainage. The Owners shall provide detention and stormwater management as required by the City Zoning and Subdivision Control Ordinances.

9. Off-Site Road Improvements. All off-site road improvements shall be in compliance with the Subdivision Control Ordinance and any other directives from the City and shall be constructed in accordance with the specifications and preliminary design plan shown on the attached Exhibit "I" which is incorporated herein. Prior to commencing construction, Owners shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road.

10. Exaction Fees.

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A. As a condition of this Agreement, Owners agree to pay and/or donate, or cause to be donated for the benefit of the City of Belvidere, Community School District #100, Belvidere Township Park District, and the Boone County Conservation District land and/or cash found in Exhibit "J" and incorporated herein by reference.

B. In addition, Owners agree to pay or cause to be paid to the City cash contributions, which are also shown as Exhibit "J" and incorporated herein by reference, for the City's

1. Tornado Siren Planning and Capital Improvements
2. Bike Path Planning and Capital Improvements
3. Well Site/Reservoir Planning and Capital Improvements
4. Regional Stormwater Management Planning and Capital Improvements
5. Sanitary Sewer Plant/Lift Station Planning and Capital Improvements
6. Any other developer contributions by the parties
7. Developer contribution for Ida Public Library

C. Furthermore, Owners, and on behalf of their successors and assigns hereby irrevocably bind themselves to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the City of Belvidere, Community School District #100, Belvidere Township Park District, or the Boone County Conservation District on account of any payment or donation described in this Agreement.

11. Legal, Engineering, and Planning Costs. The Owners agree to reimburse the City for reasonable attorneys' fees and planning consultants' and engineering costs incurred by the City in connection with the annexation of the subject Property or in the enforcement of any of

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the terms of the annexation agreement upon a default by Owners. Such payment shall be made prior to the Mayor executing a Final Plat of Subdivision for the site.

12. Ordinances. The Owners agree to abide by all ordinances, resolutions, regulations, policies and laws of the City in effect at the execution of this Agreement and as may be subsequently amended in all respects as property owned by the municipality that lies within its corporate limits. Owners agree to dedicate or deed to the City the public improvements as requested by the Public Works Director of the City.

13. Remedies. Upon a breach of this Agreement, either of the parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the foregoing, before any failure of either party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice.

14. Amendment. The parties agree that this Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties, by adoption of a resolution by the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest. Provisions which vary the standard terms of this Agreement are located in Exhibit "K" which is incorporated herein and shall contain a separate signature of the parties.

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15. Costs, Expenses, and Fees. The Owners shall pay the current annexation fees authorized in the Belvidere Municipal Code to the City, which have been or shall be incurred as a result of the petitioner's request herein at time of filing Owners' petition for Annexation.

16. Severability. If any provisions, covenant, agreement or portion of this Agreement or its application to any person, entity or person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.

17. Addresses for Notices. All notices and other communications in connection with this Agreement shall be in writing, and any notice, communication or payment hereunder shall be deemed delivered to the addresses thereof two (2) days after deposit in any main or branch United States Post Office, certified or registered mail, postage prepaid, or one (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery, if personally delivered, in any case, addressed to the parties respectively as follows:

If to Owners: The Hardeman Company
4777 East State Street
Rockford, IL 61108

With a Copy to:
James W. Keeling, Esq.
Hinshaw & Culbertson
100 Park Ave.
Rockford, IL 61101

If to City: City of Belvidere
119 South State Street
Belvidere, Illinois 61008
ATTN: City Clerk

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By notice complying with the requirement of this paragraph, each party shall have the right to change the address or addressee for all further notices, other communications and payment to such party; provided, however, that no notice of a change of address, addressee or both shall be effective until actually received.

18. Entire Agreement. This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties.

19. Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property or any part hereof to the City.

20. Successors and Assigns. This Agreement shall run with the land and inure to the benefit of, and be binding upon, the successors in title of the Owners and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities. The parties agree to execute a recordable memorandum of this Agreement.

21. Term of Agreement. This Agreement shall be binding upon the parties and their respective successors and assigns for the full statutory term of twenty years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute or by ordinance of the City.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

23. Disconnection. If the Property fails to become annexed to the City for any reason or if the Property is annexed into another municipality, the City shall have the right to

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immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this Agreement. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owners, and on behalf of their successors and assigns, agree to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the City on account of disconnection pursuant to this section.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

ATTEST:


City Clerk

CITY:

City of Belvidere,
an Illinois Municipal Corporation

By: 

Mayor Frederic C. Brereton


OWNERS:

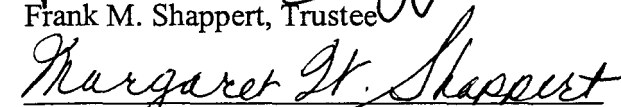
(Being the Owners of the Property
and currently fifty one percent of the
electors.)

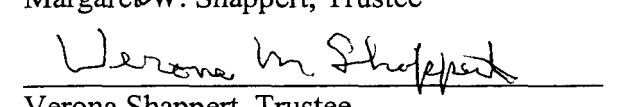
The Hardeman Company

By: 

Its: President


Frank M. Shappert, Trustee


Margaret W. Shappert, Trustee

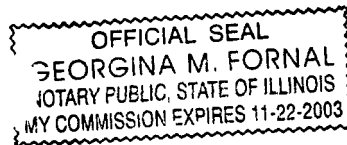

Verona Shappert, Trustee

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Galey S. Lucas
Galey S. Lucas, Trustee
Patrick B. Mattison
Patrick B. Mattison, Trustee

Subscribed and Sworn to
before me this 21st day.
of May, 2003.

Georgina M. Fornal
Notary Public



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EXHIBIT LIST

A) LEGAL DESCRIPTION

A-1 Legal Description of Estate Lot PCD

B) ANNEXATION PLAT

C) SITE PLAN

C-1: Site Aerial

C-2: Site Analysis

D) PRELIMINARY SEWER DESIGN PLAN

D-1: City of Belvidere Base System

D-2: Hardeman Sewer Route

D-3: Legal Description for Utility Easement

E) SEWER FEES

E-1: City of Belvidere Sanitary Sewer System Calculations

F) PRELIMINARY WATER DESIGN PLAN

F-1: City of Belvidere Water System Phasing

F-2: Hardeman Water Route

G) WATER FEES

G-1 City of Belvidere Water System Calculations

H) GENERAL DEVELOPMENT PLAN

H-1: Concept Plan

H-2: General Development Plan

H-3: Preliminary Plan for Estate Lot PCD

H-4: Street Pavement Width Plan

I) OFF-SITE ROAD IMPROVEMENTS

I-1: Distillery Road Design Criteria

J) EXACTION FEE SCHEDULE

J-1: Land/Cash Fees (Impact Fees)

K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT

L) PLANNED COMMUNITY DEVELOPMENT

L-1: Development Plan for Future Multi-Family Area

M) EXISTING HOUSES ON THE PROPERTY

N) RURAL ROAD CROSS SECTION

N-1: Landscape Features

N-2: Project Signage

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EXHIBIT A
ANNEXATION AGREEMENT

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EXHIBIT A

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 2699.0 feet to the Southwest corner of said Section 20; thence North along the West line of Section 20, 1295.23 feet; thence East, parallel with the South line of Section 20, 2699.0 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 1295.23 feet to the place of beginning: excepting therefrom a parcel of land described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 667.47 feet; thence North, parallel with the East line of said Quarter Section, 667.47 feet; thence East, parallel with the South line of Section 20, 667.47 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 667.47 feet to the place of beginning.

ALSO:

All that part of the North Half of Section Thirty-One and the South Half of Section Thirty which lies East of a line described as follows: Commencing at the Quarter Section corner in the center of Section Thirty-One, run thence North One degree Thirty minutes West Thirty-Seven chains and Twelve links to cottonwood tree on North bank of Kishwaukee River, thence North Three degrees Forty minutes West six chains and Thirty-eight links to the North side of the road; thence North Thirty-five degrees West three chains and Twenty-one links; thence North Twenty-two degrees West Thirty-seven chains and Twenty-seven links to the Quarter Section line running East and West through the center of said Section 30; excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in the Westerly line of highway where said highway crosses the East and West quarter line in said section; thence West on said Quarter section line 7.81 chains; thence South 21 degrees East 4.64 chains; thence North 81 degrees East 8 chains to the Westerly line of the road; thence North 81 degrees West 3.13 chains to the place of beginning;

ALSO excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section Thirty; thence West along the East and West Quarter Section line to the Center of the North and South Highway running through said Quarter section; thence Southerly along the center line of said highway, 12 rods, more or less, to the center of the intersection with an East and West Highway; thence Northeasterly along the center line of said highway to the place of beginning.

ALSO:

The North Half of the Southwest Quarter of Section 29; the Northwest Quarter of Section 29; the Northeast Quarter of Section 30, except that portion of said Section 30, described as follows: commencing on the West line of said Quarter Section One Hundred Twenty-two and One-half

rods North of the Southwest corner of said Quarter section; running thence East Thirty-four rods; thence North Thirty-seven and one-half rods, more or less, to the North line of said Quarter Section; thence West on said North line Thirty-four rods to the Northwest corner of said Quarter Section; thence South on West line of said Quarter Section Thirty-seven and one-half rods, more or less, to the place of beginning; all situated in Township 44 North, Range 3 East of the Third Principal Meridian.

All of the above situated in the County of Boone and the State of Illinois.

PINS:

05-20-300-005
05-29-300-001
05-29-100-001
05-30-200-002
05-30-200-003
05-30-200-008
05-30-300-005
05-30-400-003
05-30-400-004
05-31-100-004
05-31-200-001

05-30-400-002
05-30-200-004
05-30-400-001

05-30-200-005
05-30-200-006
05-30-200-007

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EXHIBIT A-1
ESTATE LOT PCD LEGAL DESCRIPTION

Part of the West Half (1/2) of Section Twenty-Nine (29) and part of the East Half (1/2) of Section Thirty (30), in Township Forty-Four (44) North, Range Three (3) East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at a point in the East line of the Southwest Quarter of said Section 29, which is 585.0 feet North from the Southeast corner of the North Half of the Southwest Quarter of said Section 29; thence West, at right angles from the previous course, 120.00 feet; thence South 56 degrees 46 minutes 34 seconds West, 501.90 feet; thence South 82 degrees 25 minutes 26 seconds West, 227.55 feet; thence South 42 degrees 18 minutes 58 seconds West, 378.66 feet to the South line of the North Half of the Southwest Quarter of said Section 29; thence West along the South line of the North Half of the Southwest Quarter of said Section 29, a distance of 305.04 feet; thence North 44 degrees 30 minutes 00 seconds West, 217.30 feet; thence North 15 degrees 54 minutes 11 seconds West, 223.55 feet; thence North 12 degrees 33 minutes 01 seconds East, 199.77 feet; thence North 52 degrees 54 minutes 10 seconds West, 439.34 feet; thence South 88 degrees 18 minutes 59 seconds West, 170.18 feet; thence South 66 degrees 04 minutes 36 seconds West, 678.10 feet; thence South 58 degrees 24 minutes 52 seconds West, 439.11 feet; thence West, 245.03 feet; thence South 43 degrees 33 minutes 33 seconds West, 207.00 feet; thence North 73 degrees 03 minutes 34 seconds West, 343.20 feet; thence North 13 degrees 33 minutes 33 seconds East, 390.90 feet; thence North 01 degrees 00 minutes 00 seconds East, 130.00 feet; thence North 34 degrees 32 minutes 56 seconds West, 206.40 feet; thence North 13 degrees 54 minutes 03 seconds East, 515.10 feet; thence North 04 degrees 56 minutes 23 seconds East, 582.15 feet; thence South 49 degrees 20 minutes 50 seconds East, 337.70 feet; thence South 64 degrees 21 minutes 14 seconds East, 231.05 feet; thence South 86 degrees 54 minutes 13 seconds East, 370.25 feet; thence North, 40 degrees 23 minutes 42 seconds East, 275.73 feet; thence North 5 degrees 53 minutes 42 seconds West, 291.55 feet; thence North 21 degrees 31 minutes 22 seconds West, 365.50 feet; thence North 49 degrees 39 minutes 08 seconds West, 278.03 feet; thence North 51 degrees 39 minutes 03 seconds West, 257.90 feet; thence North 11 degrees 44 minutes 52 seconds East, 107.30 feet; thence North 70 degrees 04 minutes 44 seconds East, 278.60 feet; thence North 88 degrees 01 minutes 10 seconds East, 299.80 feet; thence North 54 degrees 04 minutes 41 seconds East, 187.00 feet; thence South 58 degrees 49 minutes 38 seconds East, 174.05 feet; thence South 35 degrees 27 minutes 52 seconds East, 270.00 feet; thence South 06 degrees 08 minutes 22 seconds East, 161.00 feet; thence South 12 degrees 17 minutes 28 seconds East, 174.00 feet; thence South 25 degrees 45 minutes 47 seconds East, 510.80 feet; thence South 13 degrees 28 minutes 48 seconds West, 185.10 feet; thence South 22 degrees 11 minutes 01 seconds West, 442.80 feet; thence South 64 degrees 15 minutes 22 seconds East, 253.26 feet; thence South 07 degrees 34 minutes 04 seconds West, 131.115 feet; thence South 82 degrees 23 minutes 20 seconds East, 75.50 feet; thence North 09 degrees 51 minutes 20 seconds East, 162.40 feet; thence North 22 degrees 18 minutes 43 seconds East, 151.35 feet; thence South 65 degrees 03 minutes 05 seconds East, 284.50 feet; thence South 49 degrees 20 minutes 50 seconds East, 506.55 feet; thence South 70 degrees 39 minutes 47 seconds East, 226.50 feet; thence North 83 degrees 40 minutes 23 seconds East, 317.59 feet; thence North 54 degrees 35 minutes 20 seconds East, 310.60 feet; thence North 83 degrees 07 minutes 01 seconds East,

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252.40 feet to the East line of the West Half of said Section 29; thence South along the East line of the West Half of said Section 29, a distance of 685.35 feet to the point of beginning. Situated in Boone County, Illinois. Containing 115 acres more or less.

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EXHIBIT B
ANNEXATION PLAT

Heritage Engineering, Ltd. Order No. 3523, Drawing 3523EX.DWG

Date: 12-02-02

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NOTE:
ALL DIMENSIONS ARE DEED DIMENSIONS OR ARE TAKEN FROM
THE DRAWING AND ARE SUBJECT TO FINAL SURVEY.
N/C = PARCEL OF LAND NOT INCLUDED IN PROPERTY.

NOTE:
EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY RECORDED
IN BOOK 84 OF DEEDS PAGE 131 GRANTS PERMISSION TO
ESTABLISH LINES UPON THE ROADS SITUATED IN SECTION 31
OF THIS PROPERTY.

EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY RECORDED IN
BOOK 84 OF DEEDS ON PAGE 478 GRANTS PERMISSION TO
ESTABLISH LINES UPON THE ROADS SITUATED IN SECTIONS 30
AND 31 OF THIS PROPERTY.

EASEMENT FOR POLE AND ELECTRIC LINE RIGHT TO ILLINOIS
NORTHERN UTILITIES COMPANY RECORDED IN BOOK 87 OF
DEEDS ON PAGE 325 PERMITS TO POLES IN SECTION 30
OF THIS PROPERTY.

DIMENSIONS AND AREA ARE SUBJECT TO FINAL SURVEY

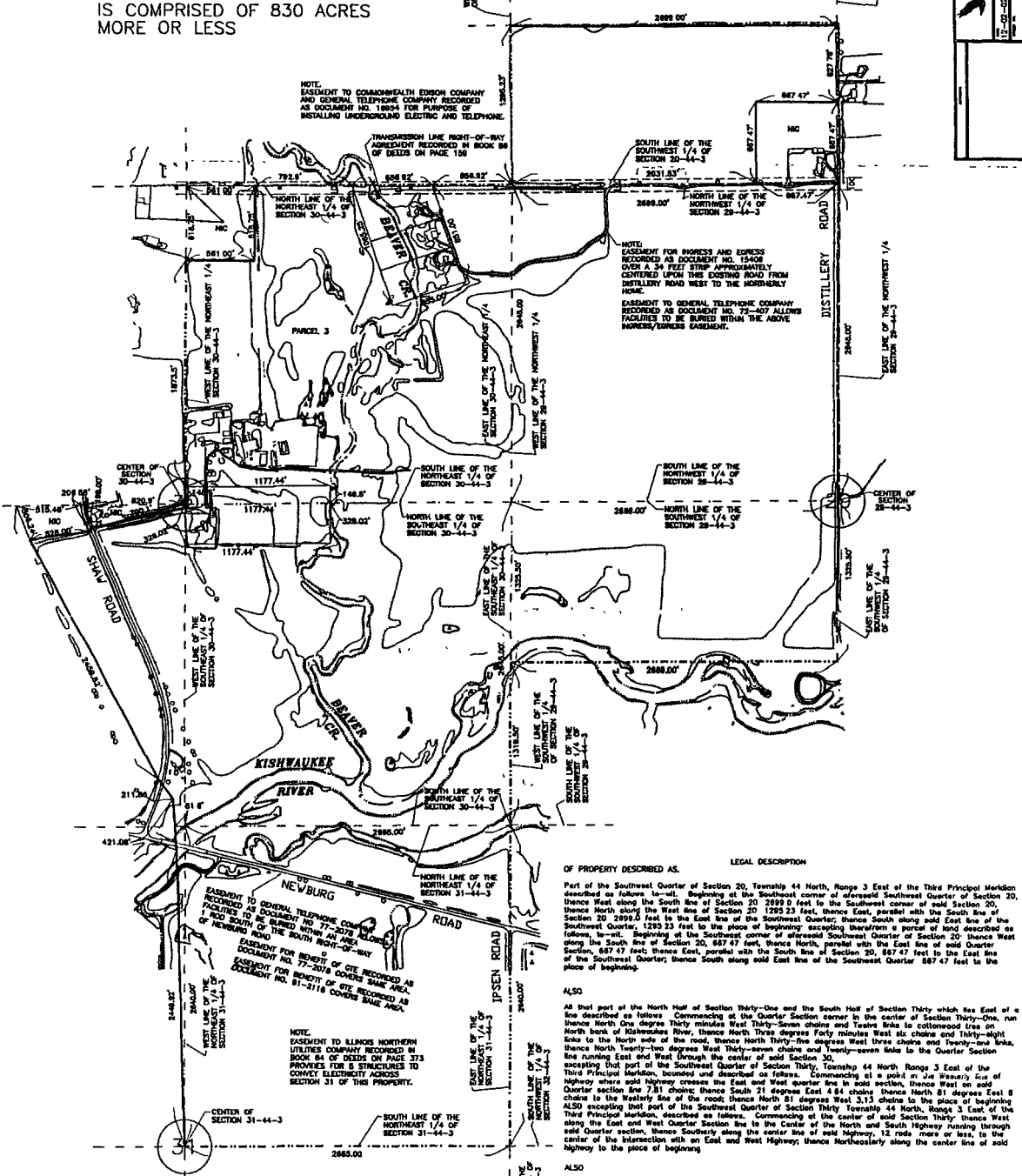
TOTAL AREA OF THIS PROPERTY
IS COMPRISED OF 830 ACRES
MORE OR LESS

NOTE:
EASEMENT TO COMMONWEALTH Edison COMPANY
AND GENERAL TELEPHONE COMPANY RECORDED
AS DOCUMENT NO. 18034 FOR PURPOSE OF
INSTALLING UNDERGROUND ELECTRIC AND TELEPHONE.

TRANSMISSION LINE RIGHT-OF-WAY
NORTHEAST RECORDED IN BOOK 88
OF DEEDS ON PAGE 158

NOTE:
EASEMENT FOR HORSES AND EXPRESS
RECORDED AS DOCUMENT NO. 77-607 ALLOWS
OVER A 34 FEET STRIP APPROXIMATELY
CENTERED UPON THIS EXISTING ROAD FROM
DISTILLERY ROAD WEST TO THE HORNBECK
HOLE.

EASEMENT TO GENERAL TELEPHONE COMPANY
RECORDED AS DOCUMENT NO. 77-607 ALLOWS
FACILITIES TO BE BUILT WITHIN THE ABOVE
HORSE/EXPRESS EASEMENT.



ZONING AND ANNEXATION EXHIBIT FOR THE HARDEMAN COMPANY PROPERTY

PART OF SECTIONS 20, 29, 30 AND 31
TOWNSHIP 44 NORTH, RANGE 3 EAST OF
THE 3RD PRINCIPAL MERIDIAN

BOONE COUNTY,

ILLINOIS

OF PROPERTY DESCRIBED AS.

Part of the Southeast Quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian described as follows: to-wit, Beginning at the Southeast corner of aforesaid Southeast Quarter of Section 20, thence West along the South line of Section 20 2899.0 feet to the Southwest corner of said Section 20, thence North, along the West line of Section 20 1295.23 feet, thence East, parallel with the South line of Section 20 2899.0 feet to the East line of the aforesaid Quarter; thence South along said East line of the aforesaid Quarter, 1295.23 feet to the place of beginning; excepting therefrom a parcel of land described as follows: to-wit, Beginning at the Southwest corner of aforesaid Southeast Quarter of Section 20, thence West along the South line of Section 20, 687.47 feet, thence North, parallel with the East line of said Quarter Section, 687.47 feet; thence East, parallel with the South line of Section 20, 687.47 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter 687.47 feet to the place of beginning.

ALSO

All that part of the North Half of Section Thirty-One and the South Half of Section Thirty which lies East of a line described as follows: Commencing at the Quarter Section corner in the center of Section Thirty-One, run thence North One degree Thirty minutes West Thirty-Six chains and Twelve links to cottonwood tree on North bank of Kishwaukee River, thence North Three degrees Forty minutes West three chains and Thirty-eight links to the North side of the road, thence North Thirty-five degrees West three chains and Twenty-one links, thence North Twenty-two degrees West Thirty-seven chains and Twenty-seven links to the Quarter Section line running East and West through the center of said Section 30.

Excepting that part of the Southeast Quarter of Section Thirty, Township 44 North, Range 3 East of the aforesaid line where said highway crosses the East and West quarter line in said section, thence West on said Quarter section line 7.81 chains; thence South 21 degrees East 4.84 chains; thence North 81 degrees East 8 chains to the West line of the road; thence North 81 degrees West 3.13 chains to the place of beginning.

Also excepting that part of the Southwest Quarter of Section Thirty Township 44 North, Range 3 East of the aforesaid line where said highway crosses the East and West quarter line in said section, thence West on said Quarter section line 7.81 chains; thence South 21 degrees East 4.84 chains; thence North 81 degrees East 8 chains to the West line of the road; thence North 81 degrees West 3.13 chains to the place of beginning.

Also excepting that part of the Southwest Quarter of Section Thirty Township 44 North, Range 3 East of the aforesaid line where said highway crosses the East and West quarter line in said section, thence West on said Quarter section line 7.81 chains; thence South 21 degrees East 4.84 chains; thence North 81 degrees East 8 chains to the West line of the road; thence North 81 degrees West 3.13 chains to the place of beginning.

ALSO

The North Half of the Southwest Quarter of Section 29, the Northwest Quarter of Section 29, the Northeast Quarter of Section 30, except that portion of said Section 30 described as follows: Commencing on the West line of said Quarter Section One Hundred Twenty-two and One-half rods North of the Southwest corner of said Quarter section, running thence East Thirty-four rods thence North Thirty-seven and One-half rods, more or less to the line of said Quarter Section, thence East Thirty-four rods to the North line of said Quarter section, thence South on West line of said Quarter Section, Thence seven and One-half rods, more or less, to the place of beginning, all situated in Township 44 North, Range 3 East of the Third Principal Meridian.

All of the above situated in the County of Boone and the State of Illinois.

Dated this 2nd day of December, 2002. Rockford, Illinois.

Order No 3523

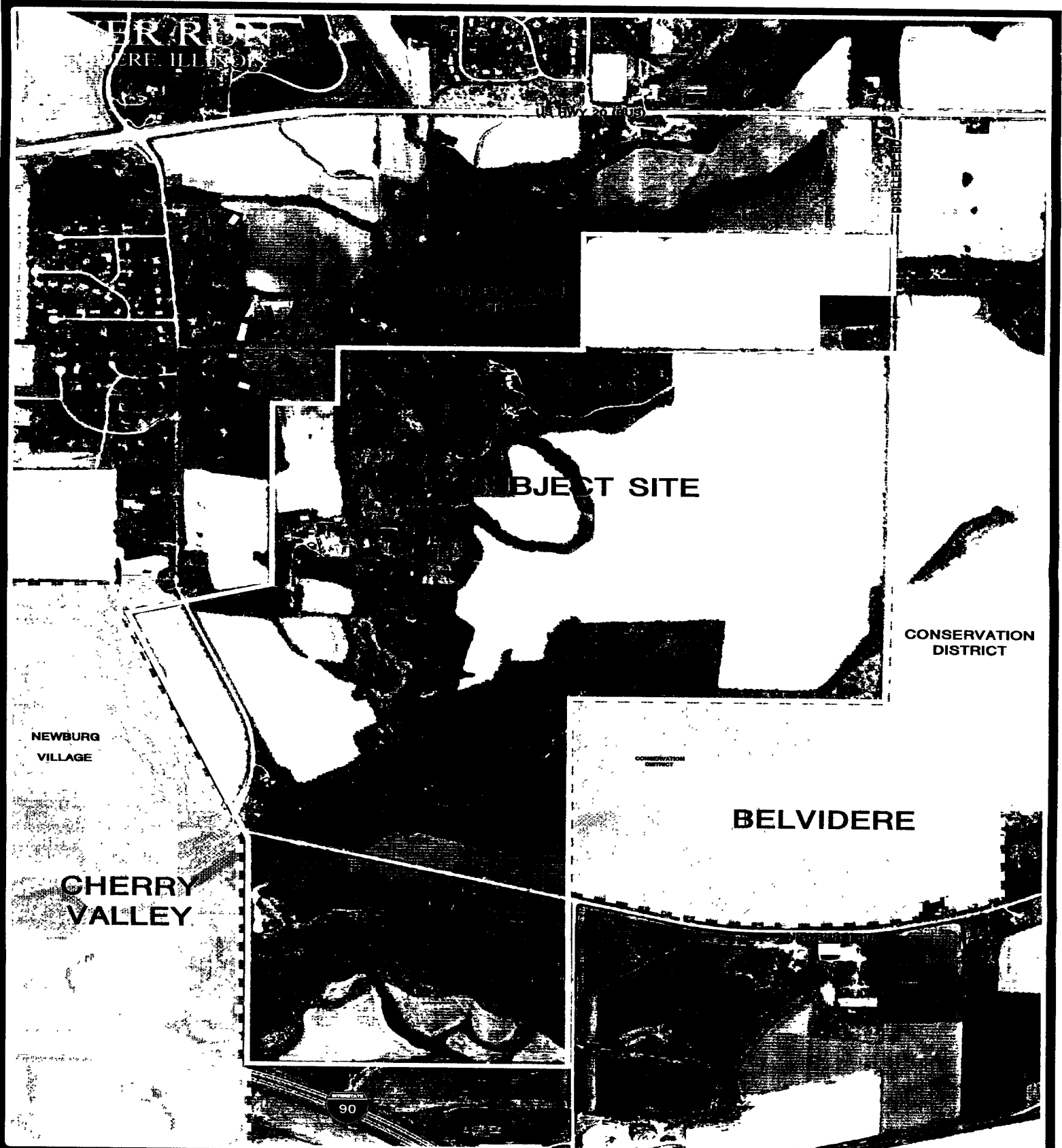
HERTAGE ENGINEERING, LTD.
433 South Phelps Avenue
Rockford, Illinois 61108
John P. Molberg, LP L.S. 035-002224

EXHIBIT B

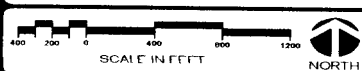
EXHIBIT C
SITE CONCEPT PLAN

C-1: Site Aerial: Lannert Group Job No. 0225 Sheet No. 3

C-2: Site Analysis Lannert Group Job No. 0225 Sheet No. 4



SITE AERIAL



Lannert Group

Landscape Architecture • Planning • Community Consulting

215 Fulton Street
Geneva, Illinois 60134

(815) 228-0808
Fax: (815) 228-0800
http://www.lannert.com
lg@lannert.com

THE HARDEMAN COMPANY

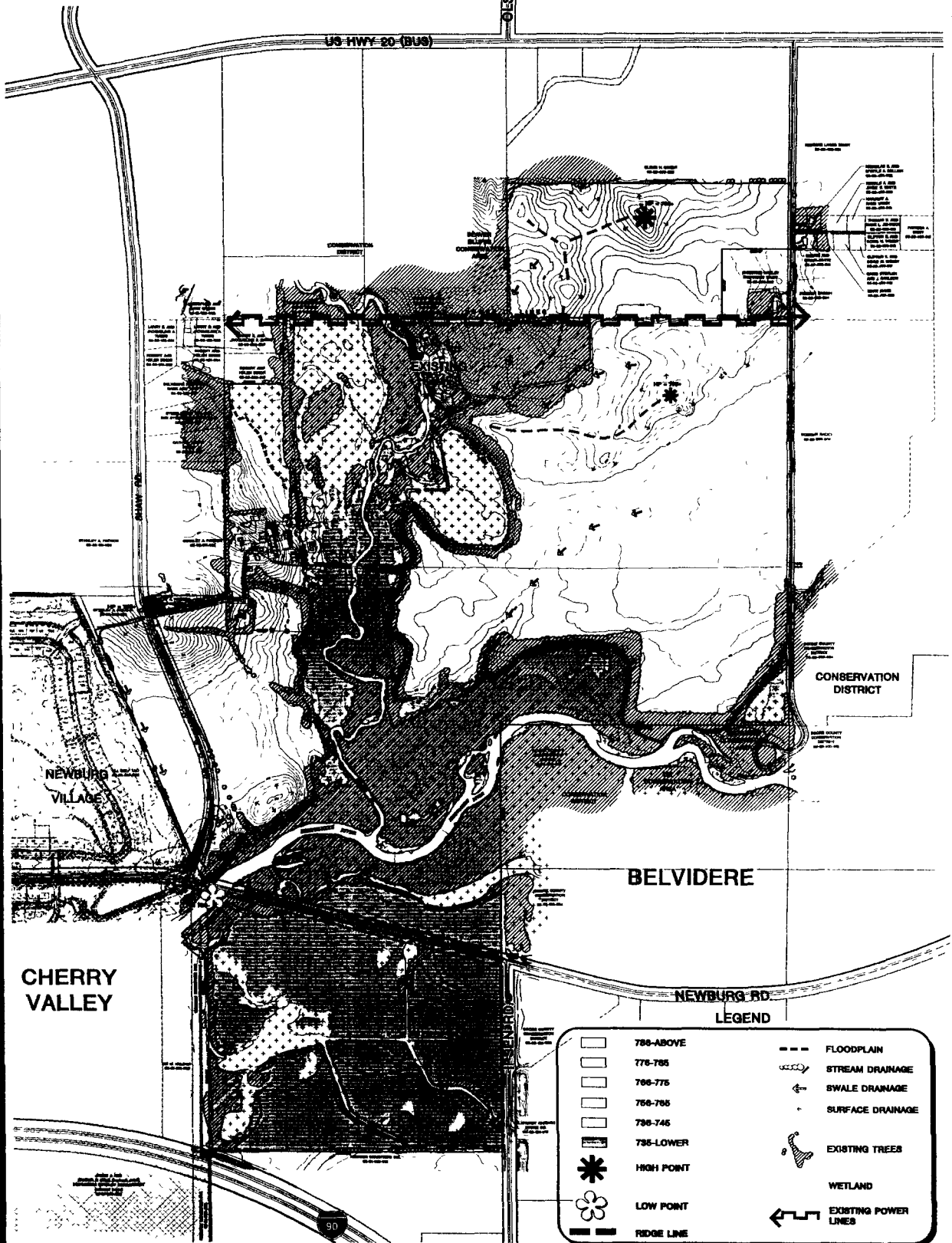
4777 EAST STATE STREET
ROCKFORD, IL 61108

(815) 228-0800
(815) 228-0808 FAX

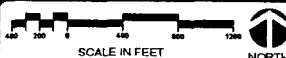
DRAWN BY	DATE	JOB NO.
ASB	1/17/03	0225
REVISION		
(03/203)		

DRAWN: JAM: C:\project\belvidere\2010\2010\Drawing Date 12/1/2010 Project Location Site Analysis/Map DATE PRINTED May 14, 2003 5:48pm

RIVER RUN BELVIDERE, ILLINOIS



SITE ANALYSIS



Lannert Group

Landscape Architecture • Planning • Community Consulting

215 Fulton Street
Rockford, IL 61108
(815) 398-0000
Fax (815) 398-0000
http://www.lannert.com
lg@lannert.com

THE HARDEMAN COMPANY

4771 EAST STATE STREET
ROCKFORD, IL 61108
(815) 226-0800
(815) 226-0805 (fax)

EXHIBIT D
PRELIMINARY SEWER PLAN

D-1: Prepared by City

City of Belvidere, IL Sanitary Sewer System – Base System

City to bring Phase I of the sewer line North along "Ipsen Road Extended" to a terminus point that is East of the Beaver Creek and is 1620 feet north of Newburg Road ("Terminus Point"). The Terminus Point is contained within the easement as set forth in the legal description in Exhibit D-3.

D-2: Hardeman Sewer Route as shown on

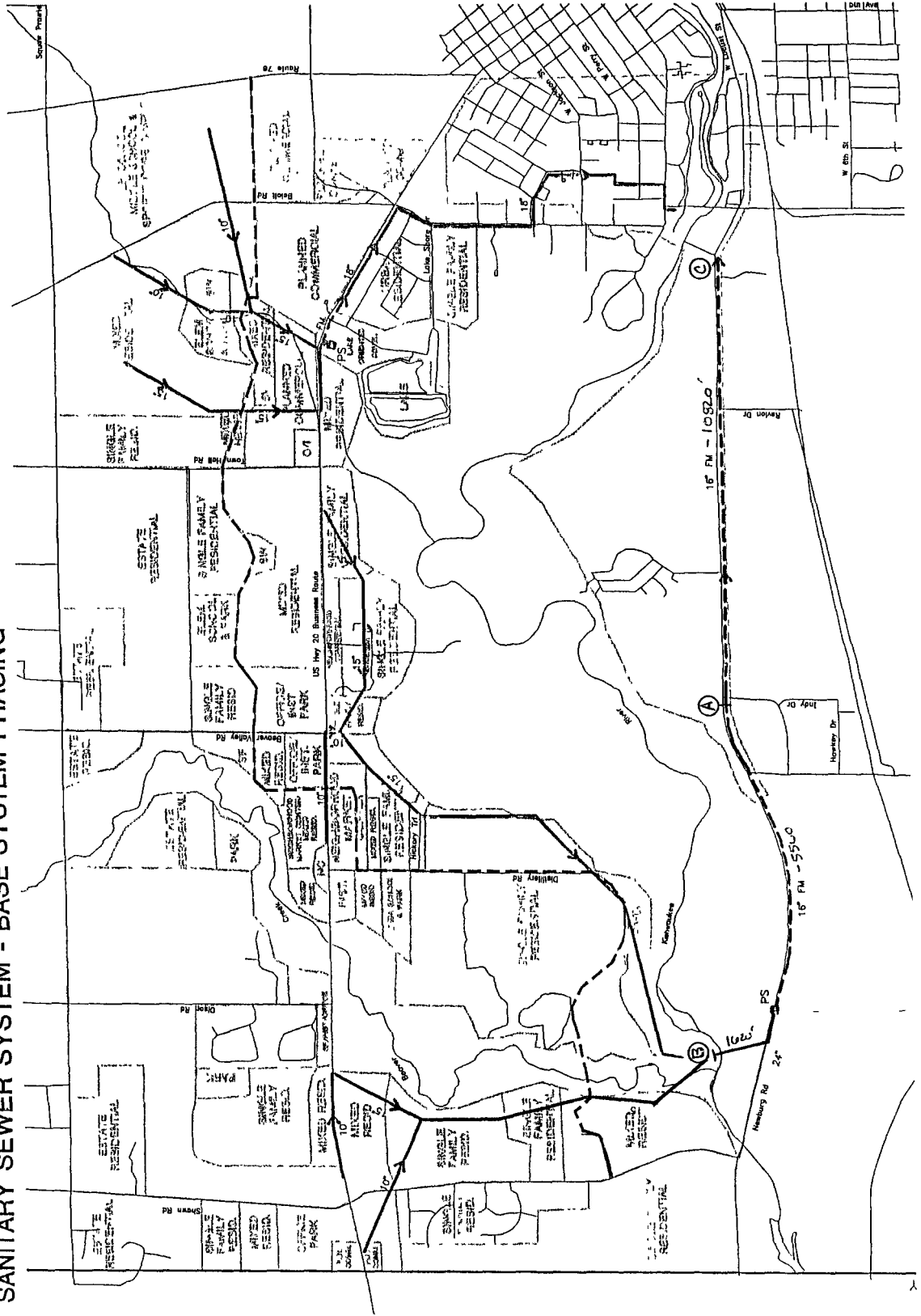
Lannert Group Concept Plan, Sheet 5 Job No. 0255

D-3: Legal Description for Utility Easement

03 R09885

CITY OF BELVIDERE, ILLINOIS FPA EXPANSION / WEST HILLS NEIGHBORHOOD WATER SUPPLY AND WASTEWATER COLLECTION PLANS SANITARY SEWER SYSTEM - BASE SYSTEM PHASING

PHASE I SEWER: A to B
 PHASE II SEWER: A to C



RIVER RUN

BELVIDERE, ILLINOIS

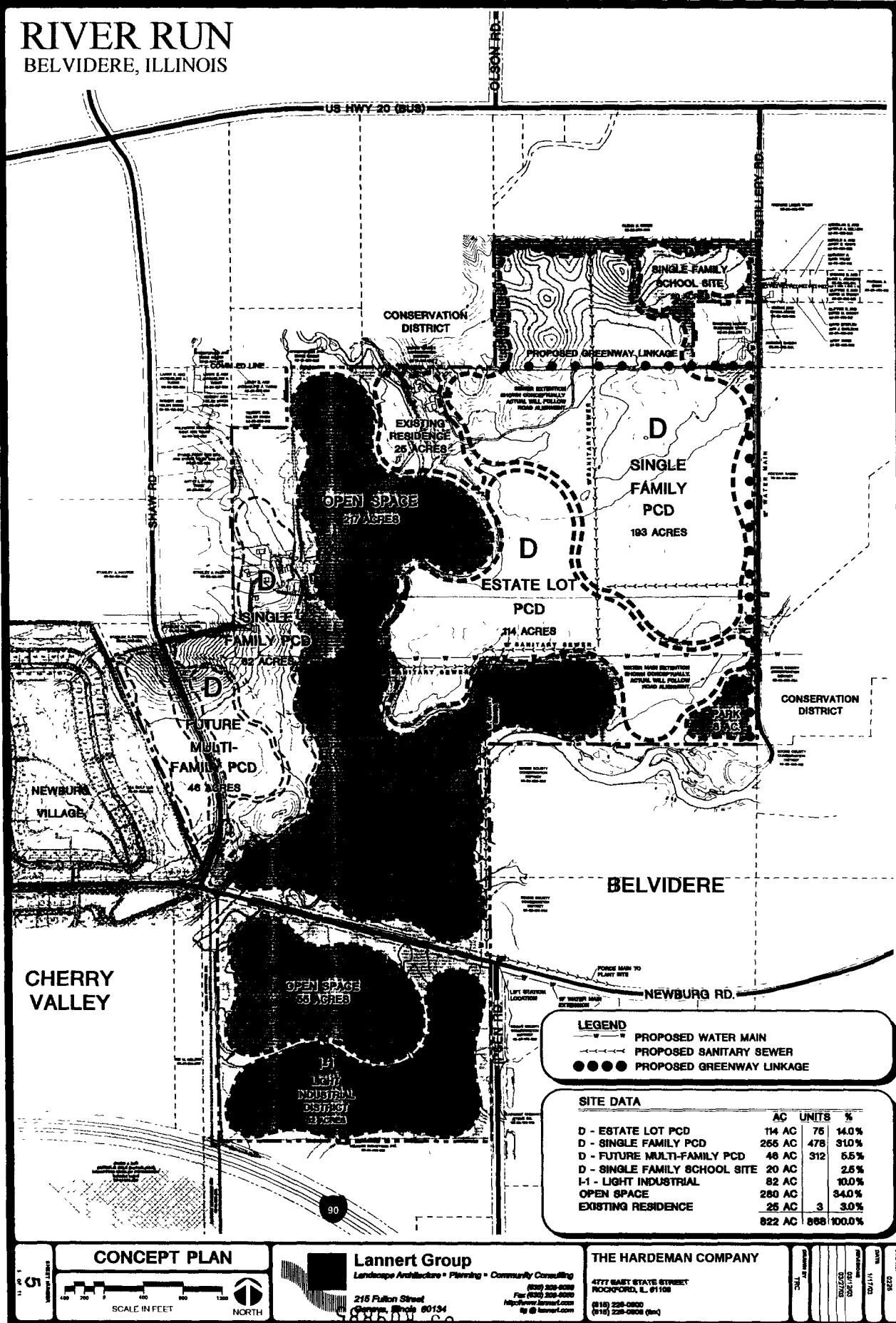


EXHIBIT D-3

JOHN P. MALBURG, P.L.S.
GARY L. SHULL, P.E.

HERITAGE ENGINEERING, LTD.

433 SOUTH PHELPS AVENUE • ROCKFORD, IL 61108 • 815/229-9262
FAX 815/395-3715

LEGAL DESCRIPTION

FOR 20' WIDE SANITARY SEWER EASEMENT-THE CENTERLINE OF WHICH
BEING DESCRIBED AS FOLLOWS TO-WIT:

Part of the Northeast Quarter (1/4) of Section Thirty-One (31) and the Southeast Quarter (1/4) of Section Thirty (30), all in Township Forty-Four (44) North, Range Three (3) East of the Third (3rd) Principal Meridian, bounded and described as follows to-wit:

Commencing at a point in the East line of the Northeast Quarter of said Section 31 which bears South 00°-34'-56" East, 796.46 feet from the Northeast corner of the Northeast Quarter of said Section 31, said point being in the North line of Newburg Road as said Road is now located and laid out; thence North 76°-06'-29" West, along the North line of said Road, 10.33 feet to the point of beginning for said centerline of easement; thence North 00°-34'-56" West, parallel with the East line of the Northeast Quarter of said Section 31, a distance of 793.88 feet to the North line of the Northeast Quarter of said Section 31; thence North 00°-12'-26" West, parallel with the East line of the Southeast Quarter of said Section 30, a distance of 2,400.00 feet to the point of termination for said centerline of easement. Situated in Boone County, Illinois.

HERITAGE ENGINEERING, LTD.

433 South Phelps Avenue
Rockford, IL 61108

John P. Malburg, P.L.S. 035-002224

03 R09885

Exhibit D-3, continued

JOHN P. MALBURG, P.L.S.
GARY L. SHULL, P.E.

HERITAGE ENGINEERING, LTD.

433 SOUTH PHELPS AVENUE • ROCKFORD, IL 61108 • 815/229-9262
FAX 815/395-3715

LEGAL DESCRIPTION

FOR SANITARY SEWER LIFT STATION:

Part of the Northeast Quarter (1/4) of Section Thirty-One (31), Township Forty-Four (44) North, Range Three (3) East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Commencing at a point in the East line of the Northeast Quarter of said Section which bears North 00°-34'-56" West, 1794.32 feet from the Southeast corner of the Northeast Quarter of said Section, said point being in the Southerly line of Newburg Road as said Road is now located and laid out; thence North 76°-06'-29" West, along the Southerly line of said road, 34.08 feet to the Westerly line of Ipsen Road and the point of beginning for the following described tract; thence North 76°-06'-29" West, along the Southerly line of said Newburg Road, 120.00 feet; thence South 00°-34'-56" East, parallel with the East line of the Northeast Quarter of said Section, 120.00 feet; thence South 76°-06'-29" East, parallel with the South line of said Newburg Road, 120.00 feet to the West line of said Ipsen Road; thence North 00°-34'-56" West, along the West line of said Ipsen Road, 120.00 feet to the point of beginning. Situated in Boone County, Illinois. Containing 0.32 of an Acre.

Dated this 27th day of March, 2003.

Order No. 3523

HERITAGE ENGINEERING, LTD.

433 South Phelps Avenue
Rockford, Illinois 61108

John P. Malburg, I.P.L.S. 035-002224

03 R09885

EXHIBIT E
SEWER FEES

A. On-Site:

1. Permits pursuant to Belvidere City Code
2. Inspections – Two Percent (2%) of total value payable prior to release of Final Plan.
3. Connection Fees: \$1,295.00 for 1-inch domestic water service paid at time of connection. This fee shall remain in effect through and including December 31, 2008. Upon the expiration of said period, the Connection Fee shall be the fee in effect at the time of connection.

B. OFF-SITE:

1. Owners or building permit applicant, as the case may be, shall, in addition to connection fees otherwise charged by the City, pay basin fees on a per acre basis. The per acre basin fee shall initially be \$977.41 per acre based upon the following estimates as more fully shown in Exhibit E-1:

Phase I:	\$544.01 per acre
Phase II:	\$433.40 per acre
Total:	\$977.41 per acre

The basin fee shall be paid at the time a building permit is issued and shall be prorated equally to the lots within each subdivision or plat thereof.

2. Upon completion of Phase I the estimated basin fee of \$977.41 per acre shall be adjusted to reflect the actual construction cost of Phase I. The per acre basin fee shall remain fixed through December 31, 2008. Thereafter, the per acre basin fee will be subject to annual adjustment by the Construction Cost Index ("CCI").

3. All basin fees shall be paid within fifteen years (15) years after completion of the Phase I sanitary sewer extension to the Property. For reference, an estimate of such cost of sanitary sewer expansion as compiled by the City of Belvidere Public Works is attached hereto as Exhibit E-1.

C. Lien. The City shall acquire a lien over the Property to cover the payment of basin charges, including the fees for the Belvidere sanitary sewer expansion. The initial lien amount shall be equal to the basin fee per acre multiplied by 533 developable acres. As plats are approved, the City shall release such plat from the lien, via a partial release waiver. In the event that, as partial releases of the lien are granted, the value of the Property subject to the lien is less than what is owed to the City, Owners shall be required to provide other collateral to cover the difference. When applying for any lien waiver and/or request for final plat approval, Owners shall, in writing, notify the City of the value and acreage of the Property remaining subject to the lien and if said value is less than the amount owed to the City, Owners shall propose alternative collateral for the City's consent which consent shall not be unreasonably withheld.

03 R09885

EXHIBIT E-1

WEST HILLS BASIN CHARGES
SANITARY SEWER SYSTEM
March 3, 2003

PHASE I

16" Forcemain: 5,560' @ \$65.00/LF	=	\$361,400.00
Lift Station:	=	<u>\$280,000.00</u>
Sub-Total		\$641,400.00
Contingency		\$128,280.00
Engineering		<u>\$ 96,210.00</u>

Total Estimated Construction Cost \$865,890.00

Forcemain Recapture: \$865,890.00/2,294.6 acres = \$377.36 per acre

24" Gravity Sewer Line: 1,620' @ \$95.00 to \$700.00/LF =	\$246,500.00
Contingency	\$ 49,300.00
Engineering	<u>\$ 36,975.00</u>
Total Estimated Construction Cost	\$332,775.00

24" Gravity Recapture: \$332,775.00/1996.8 acres = \$166.65 per acre

Total Estimated Cost for Phase I: \$377.36/Ac + \$166.65/Ac = \$544.01/Ac

PHASE II

16" Forcemain: 10,820' @ \$65.00/LF =	\$703,300.00
Air Release Valve: 2 each @ \$2,500/ea =	\$ 5,000.00
Appurtenances: Lump Sum =	\$ 19,000.00
Restoration: 4 acres @ \$2,500/Ac =	<u>\$ 10,000.00</u>
Sub-Total	\$737,300.00
Contingency	\$147,460.00
Engineering	<u>\$110,595.00</u>

Total Estimated Construction Cost \$995,355.00

Phase II Recapture: \$995,355.00/2,296.6 acres = \$433.40 per acre

Total Estimated Cost for Phase II: \$433.40 per acre

Total Cost Per Acre for Basin

Phase I	\$544.01/Ac
Phase II	<u>\$433.40/Ac</u>
Total Cost	\$977.41/Ac

03 R09885

EXHIBIT F

PRELIMINARY WATER DESIGN PLAN

F-1: Prepared by City

City of Belvidere Water System Phasing

City to bring Phase I of the water main North along "Ipsen Road Extended" to a terminus point that is East of the Beaver Creek and is 1900 feet north of Newburg Road ("Terminus Point"). The Terminus Point is contained within the easement as set forth in the legal description in Exhibit D-3.

F-2: Hardeman Proposed Water Line as shown on

Lannert Group Concept Plan Sheet 5 Job No. 0225

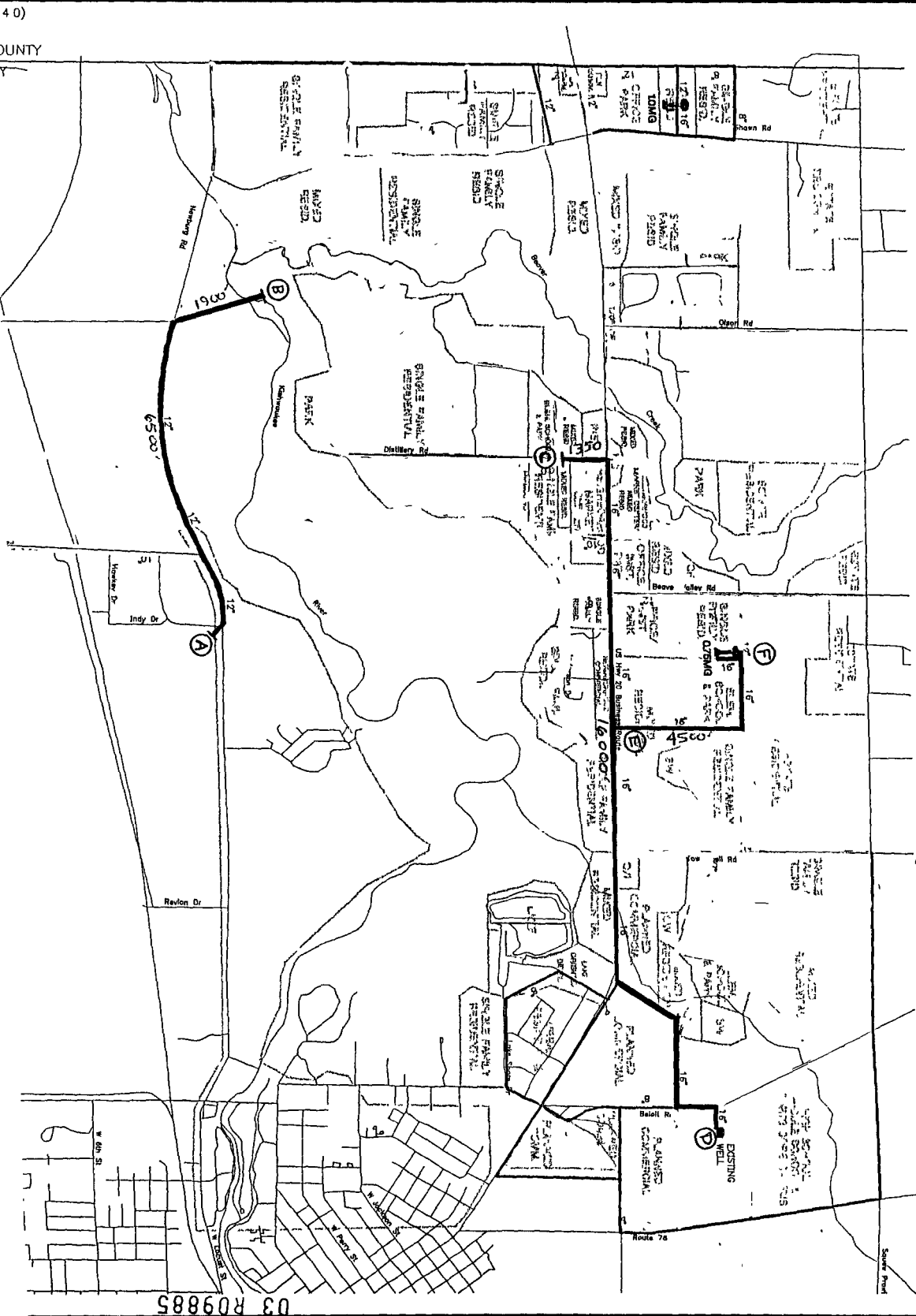
03 R09885

CITY OF BELVIDERE, ILLINOIS

FPA EXPANSION / WEST HILLS NEIGHBORHOOD WATER SUPPLY AND WASTEWATER COLLECTION PLANS WATER SYSTEM PHASING

PHASE I WATER: A to B
PHASE II WATER: C to D
PHASE III WATER: E to F

EXHIBIT F-1



03 R09885

Exhibit F-1

14 0)

COUNTY

03 R09885

EXHIBIT G
WATER FEES

A. ON-SITE:

1. Permits pursuant to Belvidere City Code
2. Inspections – Two Percent (2%) of the total value payable prior to release of final plat.
3. Connection Fee- \$1,345 for 1-inch water service paid at time of connection. This fee shall remain in effect through and including December 31, 2008. Upon the expiration of said period, the Connection Fee shall be the fee in effect at the time of connection.

4. Other:

(a) 1" water meter with backflow device: The City Published Rate at the time of connection (as of April 2003, charge is \$387.00), paid at the time of connection.

B. OFF-SITE:

1. Belvidere Water System Expansion.
2. Phase I (Southern Leg). Owners or building permit applicant, as the case may be, shall, in addition to connection fees otherwise charged by the City, pay basin fees on a per acre basis. The per acre basin fee shall initially be \$1,795.50 per acre based upon the following estimates as more fully shown in Exhibit G-1:

Phase I:	\$227.18 per acre
Phase II:	\$745.23 per acre
Phase III:	\$823.09 per acre
Total:	\$1,795.50 per acre

The basin fee shall be paid at the time a building permit is issued and shall be prorated equally to the lots within each subdivision or plat thereof.

3. Upon completion of Phase I the estimated basin fee of \$1,795.50 per acre shall be adjusted to reflect the actual construction cost of Phase I only. The per acre basin fee shall remain fixed through December 31, 2008. Thereafter, the per acre basin fee will be subject to annual adjustment by the Construction Cost Index ("CCI").

4. Phase II (Northern Leg). City shall complete Phase II of the Belvidere municipal water main system no later than December 31, 2007.

5. Phase III (Water System Storage). City shall complete Phase III of the Belvidere municipal water main system no later than December 31, 2018.

6. All basin fees shall be paid within fifteen years (15) years after completion of the Phase I water extensions to the Property.

C. Lien. The City shall acquire a lien over the Property to cover the payment of basin charges, including the fees for the Belvidere water system expansion. The initial lien amount shall be equal to the basin fee per acre multiplied by 533 gross developable acres. As plats are approved, the City shall release such plat from the lien, via a partial release waiver. In the event that, as partial releases of the lien are granted, the value of the Property subject to the lien is less than what is owed to the City, Owners shall be required to provide other collateral to cover the difference. When applying for any lien waiver and/or request for final plat approval, Owners shall, in writing, notify the City of the value and acreage of the Property remaining subject to the lien and if said value is less than the amount owed to the City, Owners shall propose alternative collateral for the City's consent which consent shall not be unreasonably withheld.

03 R09885

West Hills Basin Charges Water System

South of River – Phase I Water

12" Watermain 6,500 L.F. @ \$35/Ft. =	\$227,500
12" Watermain 1,900 L.F. @ \$30/Ft. =	\$ 57,000
250 L.F. River X-ing @ \$100/Ft. =	\$ 25,000
12" Valves & Vaults 5 ea. @ \$2,500 ea. =	\$ 12,500
Fire Hydrants 5 ea. @ \$3,000 ea. =	\$ 15,000
24" Casing Auger & Jack 60 L.F. @ \$250/Ft. =	\$ 15,000
Restoration 7.5 Ac. @ \$5,000/Ac. =	\$ 37,500
Subtotal	\$389,500
Contingency 20%	\$ 38,950
Legal & Engineer 15%	\$ 54,350
Total Estimated Cost	\$482,800

\$482,800 – Phase I Water = \$227.18/Ac.
2,125.2 Ac. - Benefit Area

North of River –Phase II Water

16" Water Main 16,000 L.F. @ \$62/Ft.=	\$992,000
12" Water Main 1,350 L.F @ \$25/Ft. =	\$ 33,750
16" Valve & Vaults 8 ea. @ 4,000 ea. =	\$ 32,000
12" Valve & Vaults 2 ea. @ 2,200 ea. =	\$ 4,400
Hydrants 7 ea. @ 3,000 ea. =	\$ 21,000
24" Casing, Auger & Jack 200 L.F. @ \$300/Ft. =	\$ 60,000
Restoration 12 Ac. @ \$2,500/Ac. =	\$ 30,000
Subtotal	\$1,173,150
Contingency 20%	\$ 234,630
Legal & Engineer 15%	\$ 175,973
Total Estimated Cost	\$1,583,753

\$1,583,753 – Phase II Water = \$745.23/Ac.
2,125.2 Ac. - Benefit Area

Water System Storage – Phase III Water

.75 MG Elevated Storage Tank =	\$940,000
Land 1 Ac. @ 10,000 =	\$ 10,000
16" Water Main 4,500 L.F. @ \$62/Ft. =	\$279,000
16" Valve & Vaults 3 ea. @ 4,000 ea. =	\$ 12,000
Hydrants 3 ea. @ 3,000 ea. =	\$ 9,000
Restoration 3 ea. @ 2,500/Ac. =	\$ 7,500
Subtotal	\$1,257,500
Contingency 20%	\$ 251,500
Legal & Engineer 15%	\$ 188,625
Total Estimated Cost	\$1,697,625

\$1,697,625 – Phase III Water = \$823.09/Ac.
2,062.5 Ac. - Benefit Area

Total Cost/Acre for Basin

Phase I	\$227.18/Ac.
Phase II	\$745.23/Ac.
Phase III	\$823.09/Ac.
Total Cost/Acre	\$1,795.50/Ac.

03 R09885

EXHIBIT H
GENERAL DEVELOPMENT PLAN

H-1: Lannert Group Job No. 0225 Sheet number 5 Concept Plan

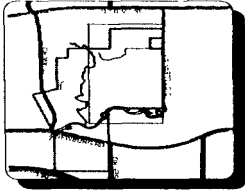
H-2: Lannert Group Job No. 0225 Sheet number 6 General Development Plan

H-3: Lannert Group Job No. 0225 Sheet number 8 Preliminary Plan

H-4: Lannert Group Job No. 0225 Sheet number 12 Road Width Designation Plan

03 P09885

RIVER RUN BELVIDERE, ILLINOIS



KEY MAP
NOT TO SCALE

BEAVER
BLUFFS
CONSERVATION
AREA

BOONE COUNTY
CONSERVATION
DISTRICT
05-19-400-006

DR. ANN H. GREEN
05-20-300-003

SCHOOL SITE
20 AC.

MINIMUM OF ONE STREET
TREE PER 0.1 ACRE LOT
(TWO PER 0.04 ACRE)

CHRISTINE MANLEY
DUEKSON TRUST
05-20-300-006

DENNIS AND
CYNTHIA WHITE
05-20-400-021

BOZIDAR RACIC
06-29-200-004

BOZIDAR RACIC
06-29-200-003

BOONE COUNTY
CONSERVATION
DISTRICT
05-29-200-004

BOONE COUNTY
CONSERVATION
DISTRICT
05-29-400-012

SITE DATA TABLE

	# OF UNITS	ACRES
ESTATE HOMES	75	96
SINGLE FAMILY	868	165
RIGHT OF WAY	-	57
OPEN SPACE	-	104
TOTAL	453	410
TOTAL PROPERTY		536 AC
GROSS DENSITY		1.06 DU/AC

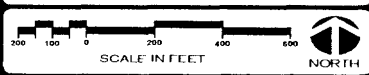
* PROJECT ENTRANCE MONUMENT
SEE SHEET 11

* SECONDARY MONUMENT
SEE SHEET 10

* STREET SIGN
SEE SHEET 10

* NOT TO BE USED AS PLANTING
PLAN. FOR ILLUSTRATIVE USE ONLY

GENERAL DEVELOPMENT PLAN



Lannert Group

Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 208-8000
Fax: (630) 208-8000
http://www.lannert.com
lg@lannert.com

THE HARDEMAN COMPANY

4777 EAST STATE STREET
ROCKFORD, IL 61108
(815) 225-0800
(815) 225-0800 (Fax)

JOB NO.	DATE	REVISION	DRAWN BY
0225	1/17/03	03/10/03	MM

H-2

40

RIVER RUN BELVIDERE, ILLINOIS

SITE DATA	AC	%
ESTATE LOT AREA	91.42 AC	63.4%
FUTURE SINGLE FAMILY AREA	18.36 AC	13.0%
R.O.W. AREA	18.46 AC	11.4%
PARK / OPEN SPACE AREA	7.28 AC	5.1%
EXISTING HOME AREA	18.46 AC	7.5%
TOTAL AREA	143.98 AC	100%
TOTAL NUMBER OF LOTS	73 LOTS	
LOTS PER ACRE	0.82 / AC	
MIN. LOT SIZE	43,828 S.F.	
MAX. LOT SIZE	102,088 S.F.	
AVERAGE LOT SIZE	53,997 S.F.	

LEGEND
STREET LIGHT LOCATION =
SEE DETAIL C SHEET 18

PRELIMINARY PLAN

Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(830) 208-0086
Fax (830) 208-8050
<http://www.lannert.com>
lg @ lannert.com

THE HARDEMAN COMPANY

4777 EAST STATE STREET
ROCKFORD, IL 61108
(815) 226-0800
(815) 226-0906 (fax)

CHECKED BY	DATE
DRAWN BY	DATE
DESIGNED BY	DATE
SCALE	DATE
BY	DATE
FOR	DATE

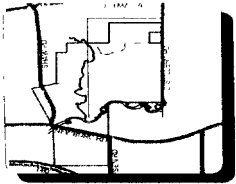
Landscape Architecture • Planning • Community Consulting
 (830) 208-8050
 Fax (830) 208-8050
 215 Fulton Street
 Geneva, Illinois 60134
<http://www.lannert.com>
 lg@lannert.com

4777 EAST STATE STREET
ROCKFORD IL 61108
(815) 226-0800
(815) 226-0808 (fax)

KEY MAP
NOT TO SCALE

DATE	0225
RELATIONS	1/17/03
03/12/03	
DRAWN BY	
TEL	

RIVER RUN BELVIDERE, ILLINOIS

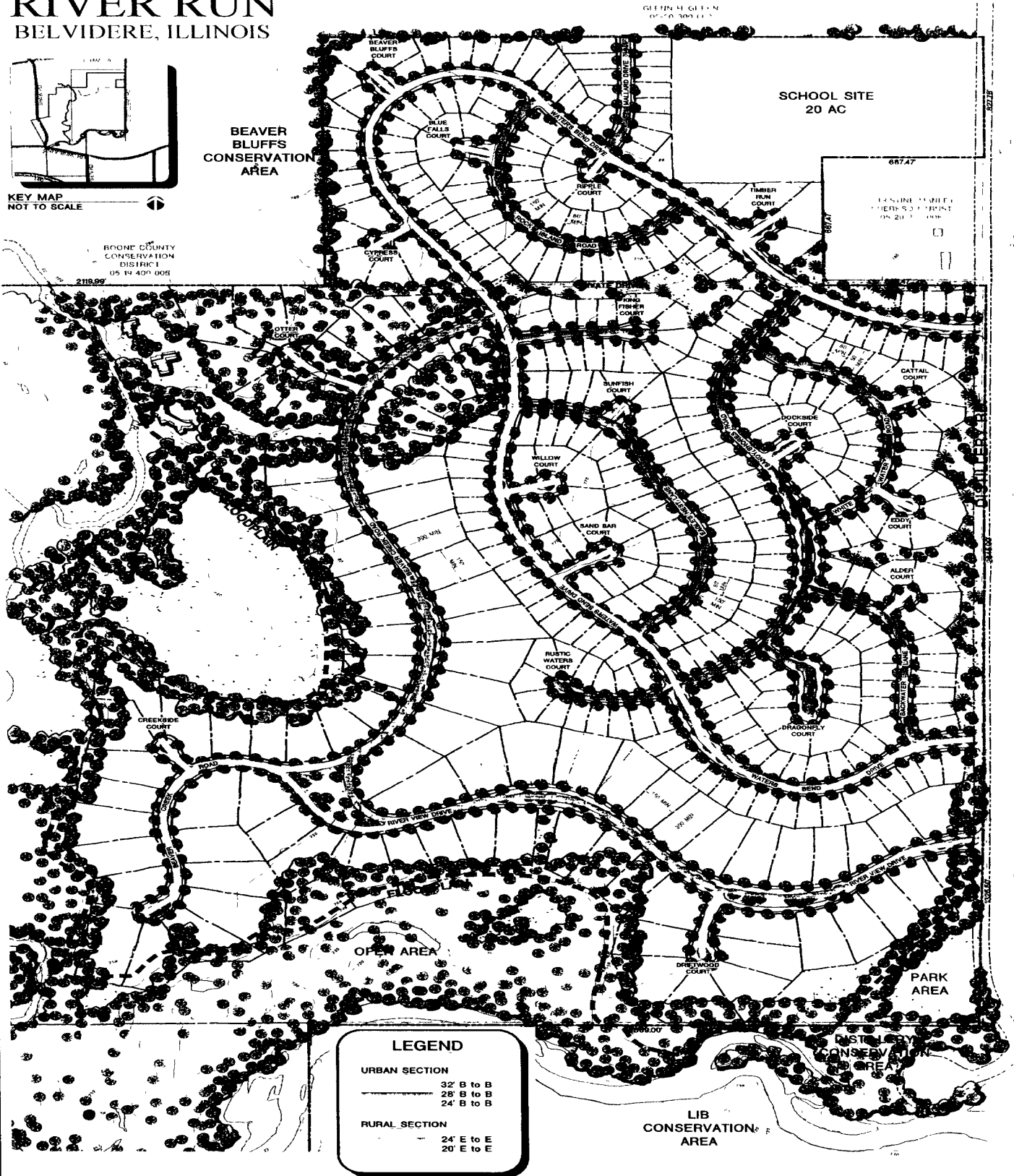


KEY MAP
NOT TO SCALE

BEAVER
BLUFFS
CONSERVATION
AREA

ROONE COUNTY
CONSERVATION
DISTRICT I
05 14 400 005

SCHOOL SITE
20 AC



LEGEND

- URBAN SECTION**
- 32' B to B
 - 28' B to B
 - 24' B to B
- RURAL SECTION**
- 24' E to E
 - 20' E to E

ROAD WIDTH DESIGNATION PLAN



Lannert Group

Landscape Architecture • Planning • Community Consulting

215 Fulton Street
Geneva, Illinois 60134

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lg@lannert.com

THE HARDEMAN COMPANY

4777 EAST STATE STREET
ROCKFORD, IL 61108

(815) 226-0500
(815) 226-0806 (fax)

DATE
03/10/03

BY
JH

SCALE
1" = 100'

12

11 of 12

H-4

42

EXHIBIT I
OFFSITE IMPROVEMENTS

(A) Distillery Road/State Street Intersection Improvements.

Owner shall pay the City for 33-1/3% of the actual cost of the Distillery Road/State Street intersection improvements incurred by the City and the Illinois Department of Transportation but not to exceed \$75,000.00. Reimbursement to Owners shall be made in accordance with the Special Services Area as provided for in Exhibit K Addition to Paragraph 9.

(B) Refer to "Distillery Road Design Criteria" attached as Exhibit I-1.

Lannert Group Job No. 0225 Sheet 9: Distillery Road Design Features.

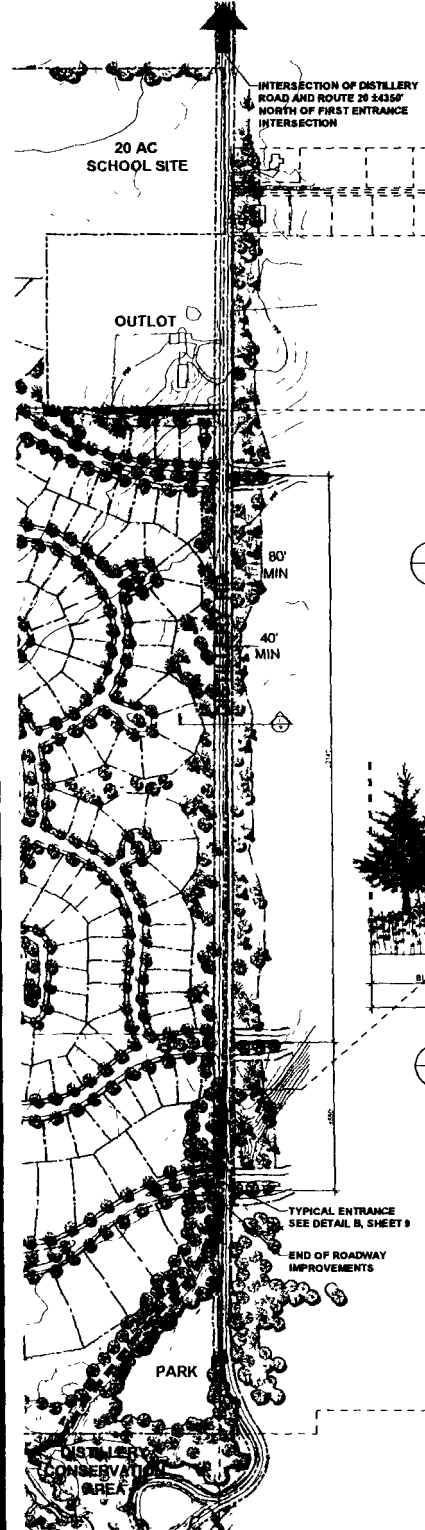
(C) Owners shall complete their improvements to Distillery Road in conjunction with Belvidere Township's completion of their obligations for improvements to Distillery Road, at a date no later than December 31, 2005.

03 R09885

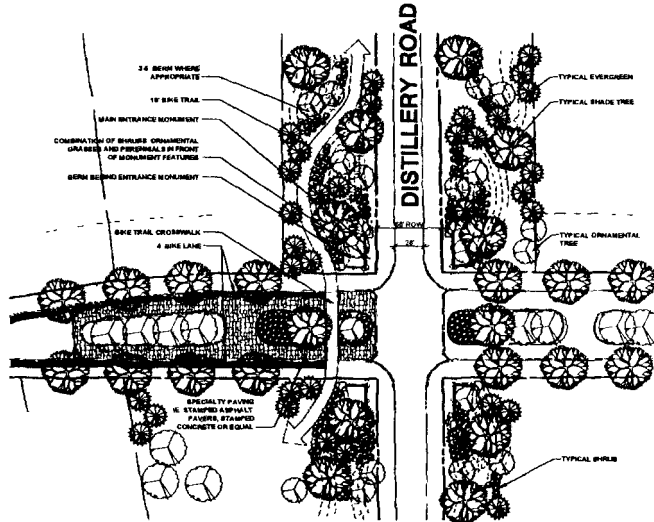
03 R09885

DRAWING NAME: 5. Project Five Years into the Future; Drawing Date: 11/15/2003; Landscape Architect: Wendy L. Lannert; Drawing Title: Landscape Plan; Drawing Date: 11/15/2003; Drawing Date: 11/15/2003; Drawing Date: 11/15/2003

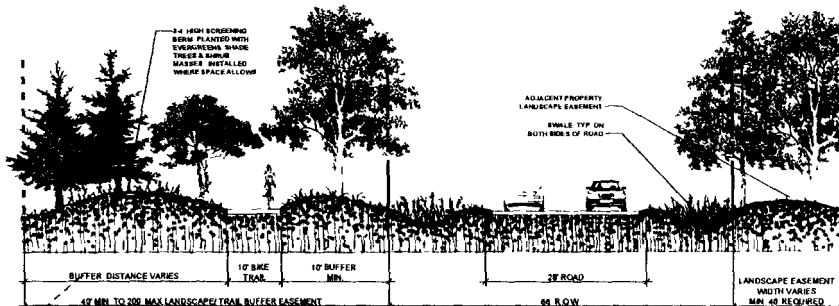
RIVER RUN BELVIDERE, ILLINOIS



A
ROADWAY LANDSCAPE PLAN
SCALE 1" = 200'



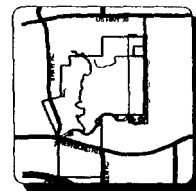
B
TYPICAL INTERSECTION PLAN
SCALE 1" = 50'



C
ROADWAY CROSS SECTION
SCALE 1" = 50'

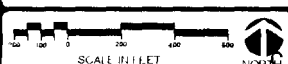
DISTILLERY ROAD DESIGN CRITERIA

- ESTABLISH A MIN. 40' LANDSCAPE EASEMENT ADJACENT TO ALL REAR LOT LINES.
- ESTABLISH A MIN. 80' LANDSCAPE EASEMENT ADJACENT TO ALL ENTRANCES ON DISTILLERY ROAD.
- MAXIMIZE LANDSCAPE EASEMENT WIDTH AND ADDITIONAL BERMING WHENEVER SPACE ALLOWS.
- A BIKE PATH IS TO RUN ALONG THE WEST SIDE OF DISTILLERY ROAD.
- WITHIN THE LANDSCAPE EASEMENT, A MINIMUM OF 2 SHADE TREES, 2 ORNAMENTAL TREES, 3 EVERGREEN TREES, AND 10 SHRUBS SHALL BE REQUIRED PER 100 LINEAR FEET OF FRONTAGE.
- END ALL PUBLIC ROADWAY IMPROVEMENTS AT THE SOUTHERN MOST INTERSECTION OF DISTILLERY ROAD AND PROJECT ENTRANCES AS SHOWN ON PLANS.



KEY MAP
NOT TO SCALE

DISTILLERY ROAD DESIGN FEATURES



Lannert Group
Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 266-8088
Fax: (630) 266-8080
http://www.lannert.com
lg@lannert.com

THE HARDEMAN COMPANY
4777 EAST STATE STREET
ROCKFORD, IL 61106
(815) 228-0800
(815) 228-0806 (fax)

DATE	11/15/03
BY	WLL
CHECKED	WLL
APPROVED	WLL
SCALE	AS SHOWN

44

EXHIBIT J

EXACTION FEE SCHEDULE

The fees as set forth in Exhibit J shall remain in effect for the portions of the Property zoned D through and including December 31, 2008. Upon the expiration of said period, the development of the Property shall be subject to the then-current fees.

- (A) Tornado Siren Planning and Capital Improvements: \$40 per acre paid by Developer

- (B) Bike Path Planning and Capital Improvements

In lieu of any exaction fees, Owner shall construct the bike path shown on Exhibit H-2 at its sole expense with such improvement to be completed by December 31, 2007.

- (C) Well Site/Reservoir Planning and Capital Improvements

In lieu of exaction fees, Owner shall pay the exaction fee for water service as set forth in subparagraph B of Exhibit G.

- (D) Regional Stormwater Management Planning and Capital Improvements: \$26.85 per gross acre, paid by Developer

- (E) Regional Stormwater Management Planning Basin Fee: \$26.65 per gross acre, paid by Developer

- (F) Sanitary Sewer Plant/Lift Station Planning and Capital Improvements.

In lieu of exaction fees, Owner shall pay the fees as set forth in Subparagraph B of Exhibit E.

- (G) Two percent inspection fee: 2% of total value of improvements payable prior to release of final plat

- (H) Police: \$335.00 per dwelling unit, paid at time of permitting

- (I) Fire: \$500.00 per dwelling unit, paid at time of permitting

- (J) Foundation Certificate submitted to Building Department prior to backfill, Grading Certificate submitted to Public Works prior to final inspection for Occupancy Certificate.

- (K) Land/Cash Fees (Impact Fees) as shown on attached Exhibit J-1, paid at time of permitting

03 R09885

(L) City Fees as set forth in Ordinance No. 534G :

- | | | |
|-------|--|----------------------|
| (i) | Annexation | \$400 |
| (ii) | Zoning Change: | |
| | D District | \$500 + \$75/acre |
| (iii) | PCD (special use), per petition | \$400 |
| (iv) | Subdivision Plat – Residential, per plat | |
| | Preliminary | \$500 + \$75 per lot |
| | Final | \$500 + \$75 per lot |

City agrees that Owners shall receive a refund of \$75 per acre for each acre that is deemed to lie completely within the 100-year flood plain prohibiting development. This acreage is currently estimated to be 289 acres of the Property. If any such acreage is subsequently developed or deemed developable, the Owners shall rebate the \$75.00 per acre refund to the City only for that acreage developed or deemed developable.

Notwithstanding subparagraph K above, in the event that Owners and School District 100 and/or the Park District fail to enter into an executed contract for the sale, or an option in favor of School District 100 and/or Park District, of the School Site within one year following annexation as contemplated in Exhibit K Additions to Paragraph 7D, the impact fees for the school and park districts shall not be subject to the restriction on increase set forth in this Exhibit.

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City of Balvidere - Land / Cash Fees effective October 17, 2001

Per Ordinance 173G passed 11/21/97
 Resolution # 719-2000 11/17/01
 Ordinance #440G 10/17/01

Type of Unit
 Detached - Single Family

CUSD #100	Balvidere Township Park District	Boone County Conservation District	City of Balvidere	Ida Public Library	Total
386.54	791.04	126.59	835.00	80.00	2,219.17
1,518.13	1,138.95	181.94	835.00	80.00	3,752.02
2,564.39	1,476.19	236.23	835.00	80.00	5,191.81
1,974.53	1,478.55	236.01	835.00	80.00	4,804.69

Attached - single family

1 bedroom	467.88	74.87	835.00	80.00	1,457.75
2 bedroom	780.45	124.89	835.00	80.00	2,179.28
3 bedroom	938.11	150.12	835.00	80.00	2,688.88
4 bedroom	1,233.43	197.38	835.00	80.00	3,713.34

Apartments

Efficiency
 1 bedroom
 2 bedroom
 3 bedroom

Efficiency	507.49	81.21	835.00	80.00	1,503.70
1 bedroom	689.47	110.33	835.00	80.00	1,723.16
2 bedroom	750.65	120.12	835.00	80.00	2,152.23
3 bedroom	1,197.35	191.61	835.00	80.00	3,298.33

Mobile Home Park

1 / 2 bedroom
 3 / 4 bedroom

1 / 2 bedroom	780.45	124.89	835.00	80.00	2,178.28
3 / 4 bedroom	938.11	150.12	835.00	80.00	2,688.88

5,986.08 \$0



EXHIBIT K

ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT

Clarification to Recitals:

The term "Developer" means the Distillery Road LLC.

Partial Substitution to Recitals:

WHEREAS, the Owners are holders of the title to parcels of real property located in unincorporated Boone County, IL (the "Survey Parcel") which property is legally described upon Exhibit A attached hereto and as shown on the Annexation Plat as Exhibit B attached hereto and both being incorporated herein; and

WHEREAS, Owners represent that the legal description reflects that Owners own Property only to the mid-point of adjacent roadways on the Survey Parcel, and that the Annexation Plat reflects that, by operation of law, the annexation will extend to the far side of adjacent roadways; and

WHEREAS, Owners represent that the Survey Parcel, and Distillery Road and other roads adjacent to the Survey Parcel shall be referred to herein as the "Property;" and

Addition to Recitals

WHEREAS, the parties hereto have each expended substantial sums of money and have materially altered their respective positions in reliance upon the execution of this Agreement and the performance of its terms and provisions by each other.

Addition to Paragraph 2:

This Agreement, in its entirety, shall be null, void and of no force and effect unless the Property is validly annexed to the City as contemplated by this Agreement on or before June 1, 2003. Without Owners' written consent, no action should be taken by the Corporate Authorities

to annex the Property to the City unless: (i) this Agreement has been fully executed by all parties; and (ii) the Property is annexed to the City, in its entirety, at one time.

Addition to Paragraph 2

Further, subject to performance by the City of all provisions of this Agreement and finalization of zoning as contemplated by Article II hereof, once the Property has been annexed to the City the Owners or Developer shall not pursue disconnection of the Property from the City.

Addition to Paragraph 3:

B. The provisions of paragraph 3B shall apply only to Property north of Newburg Road, subject to applicable State statutes and regulations. Owners acknowledge that stone quarries, gravel pits and mineral extraction operations are not permitted uses in I-1 Light Industrial districts, and City acknowledges that, after re-zone of a portion of the Property south of Newburg Road to I-1, Owner may apply for a PCD solely to allow for such gravel pits and mineral extractions.

C. Upon annexation, the City will use its best efforts to secure that the subject property will be zoned D, Single Family District. Owners and City shall use best efforts to secure that in the future the portion of the Property that is south of Newburg Road and outside of the floodplain shall be re-zoned I-1 Light Industrial District. The City shall use its best efforts to secure that in the future the Property will consist of a Special Use Planned Community Development ("Estate Lot PCD"), a Single-Family PCD and a Multiple Family PCD. The Estate Lot PCD is not to exceed 115 gross acres which is approximately 21% of the gross developable acreage, in accordance with Section 150 of the Belvidere Municipal Code. The Estate Lot PCD may be developed at one (1) unit per gross developable acre. The Estate Lot PCD shall be located in substantial conformance with Exhibit H-3.

The Estate Lot PCD shall be the only area that is permitted to be developed with private septic systems. The entire subject Property shall be serviced with municipal water, subject to the limitations discussed in Substitute Paragraph 5C, below.

Portions of the Property are presently being used for farming and general agricultural uses. In reviewing the Annexation Petition and this Agreement, the City has given due consideration to the continuation of such current uses, even if nonconforming. Accordingly, and notwithstanding any provision of the City's Municipal Code, Zoning Ordinance, or any other code, ordinance or regulation, now in effect or adopted during the term of this Agreement, the current farming

and general agricultural uses of the Property shall be permitted to continue during the term of this Agreement. However, once any final plat of subdivision or PCD is approved, the portion of the Property subject to that plat shall comply with all City ordinances and Codes as modified by the relevant PCD and by this Agreement.

The City agrees that the houses currently existing on the Property as identified on the attached Exhibit M, upon annexation, shall be zoned D and that the City will require no water or sewer hook-ups for the houses, that, subject to applicable State and County laws, the owners of the houses will have the right to replace a septic field with a second field as if located in unincorporated Boone County, that the City will require no improvements to the existing driveways that serve the houses, that all existing uses for the properties will be grandfathered "as is" and that the no Flood Plain provisions discussed in Paragraph 7 (B) will apply to these properties. The houses will be subject only to City real estate tax levies and utility taxes and shall be exempt from the fees set forth in Exhibit J.

The Owners shall take steps to establish an Estate Lot PCD located as shown on Exhibit H-1, and shall take such steps as necessary for the establishment of a PCD for multi-family housing located as shown on Exhibit H-1 and further identified in Exhibit L, and shall take steps as necessary for the establishment of a PCD for single-family housing located as shown on Exhibit H-1 and further identified on Exhibit H-2, which the Owners agree shall be developed in substantial conformance with the goals and policies set forth in the City of Belvidere West Hills Neighborhood Plan, adopted July 22, 1997, and as may be amended from time to time thereafter, and the City of Belvidere Comprehensive Plan, adopted July 19, 1999, and as may be amended from time to time thereafter. The procedures set forth for such in Section 150 of the Belvidere Municipal Code shall be followed. The Property shall be developed in two or more PCDs. No subdivision or development of any property shall be commenced until the City Council has approved the final PCD plat for the subject property. Each PCD shall substantially comply with Exhibits H or L as appropriate and City approval shall not be unreasonably withheld if said PCD is in such substantial compliance. Notwithstanding the foregoing, and notwithstanding any prior approval of any preliminary plat, the City Council may deny any request for final PCD approval if it reasonably determines that the proposed development would be contrary to the public health and welfare. This Agreement shall be applicable to all phases of the subdivision.

Developer agrees to provide architectural standards for each PCD for review and approval by City through the PCD application process, which approval shall not be unreasonably denied.

All departures requested herein from the zoning and subdivision ordinances shall obtain PCD approval from the City Council in order to be validated. The City will use its best efforts to secure the appropriate PCD(s) for the subject property.

Substitute Paragraph 4

Sanitary Sewer Service

A. For the purposes of this Section the following definitions shall be used:

1. The term "Off Site Improvements" shall denote those improvements applicable to the City's sanitary sewer extension located as shown on Exhibit D-1. Subject to Owners' participation as provided in Substitute Paragraph 4B hereof and Exhibit E (B) hereto, Off Site Improvements shall be provided at the City's cost.

2. The Term "On Site Improvements" shall denote those improvements applicable to Owners' sanitary sewer extension located as shown on Exhibit D-2 hereto, subject to Substitute Paragraph 4B hereof. On Site Improvements shall be provided at the Owners' cost, as development occurs.

B. For the area of the Property that is zoned D the City will permit the Owners to extend the sanitary sewer system with On Site Improvements and will allow the Owner to connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibits "D-1" and "D-2" which are incorporated herein. Owners shall not commence any construction until Owners' final engineering plans are reviewed and approved by the City's Department of Public Works and the Illinois Environmental Protection Agency. Prior to beginning construction, Owner will pay all normal, customary and standard permit and inspection fees that are required by the City, and prior to residential service connection Owner will pay connection fees that are required by the City. Such charges are shown on the attached Exhibit "E (A)" which is incorporated herein by reference.

C. For the area of the Property that is in the Estate Lot PCD, development on this part of the Property shall take place on on-site septic systems, subject to applicable health regulations, and shall not be served by public sanitary facilities.

D. If the City fails to extend Phase I of the sanitary sewer system as indicated on Exhibit D-1 within three (3) years of the date of this Agreement, the Owners shall be entitled to develop the entire Property on private septic systems, subject to applicable health regulations, and the City shall use its best efforts to grant a variance allowing the entire Property to be developed at one (1) unit per gross developable acre in a manner consistent with the Estate Lot PCD concept.

E. Owners agree that after the City has provided a sewer line to the Property, Owners will extend the 18-inch diameter trunk sewer easterly to the north of the southeast entrance of the subdivision on Distillery Road within twelve (12) months of the City's provision of the sewer line. Owners shall have no obligation to extend the sewer through the Property except as development dictates. At the completion of the development of the Property, Owners agree to provide an 8-inch sanitary sewer line at an approximate depth of 10 feet at the north end of the Property, provided that City has provided a sewer line to the Property as provided in paragraph 4D. Owners agree to provide at no cost to the City, permanent utility easements 20 feet wide to contain both the water and sewer lines when not constructed within public rights of way and to dedicate up to one-half acre of the Property at Ipsen and Newburg Road for construction of a sanitary lift station, as shown in Exhibit D-3.

F. Owners agree that prior to any final plat approval contemplated herein, Owners shall use best efforts to disconnect the Property from the Boone County Sanitary District.

Substitute Paragraph 5

Water Service

A. For the purposes of this Section the following definitions shall be used:

1. The term "Off Site Improvement" shall denote those improvements applicable to the City's water main extension located as shown on Exhibit F-1. Subject to Substitute Paragraph 5B hereof and Exhibit G (B) hereto, Off Site Improvements shall be provided at the City's cost.

2. The term "On Site Improvement" shall denote those improvements applicable to Owners' water main extension located as shown on Exhibit F-2 hereto. Subject to Substitute Paragraph 5B hereof related to partial recapture from other private property owners benefited, On Site Improvements shall be provided at the Owners' cost, as development occurs.

B. For the area of the Property that is zoned D, the City will permit the Owner to extend the water main system with On Site Improvements and will permit Owner to connect to the City operated water main system according to the preliminary design plan and specifications shown on the attached Exhibit "F" which is incorporated herein. Owner shall not commence any construction until Owners' final engineering plans for the water extension are reviewed and approved by the City's Department of Public Works and the Illinois Environmental Protection Agency. Prior to beginning construction, Owner will pay all normal, customary, and standard permit and inspection fees that are required by the City, and prior to residential service connection Owner will pay connection and other fees that are required by the City. Such charges are shown on the attached Exhibit "G" which is incorporated herein by reference.

Within twelve (12) months of the City's completion of Phase II of the water main extension, but not later than December 31, 2007, Owners shall extend the water main from the southeast corner of the Property north along Distillery Road, and the City agrees to enter into a recapture agreement with Owners requiring adjacent property owners to pay a 50% recapture of the cost thereof. The City shall not be obligated to enter into such agreement until Owners request such recapture agreement in writing and supply the City with a benefited property map, legal descriptions for all property that will be subject to the recapture and the cost allocation per acre or per lineal foot as appropriate. The City will review said request with the benefited property map and will not be obligated to enter into such recapture agreement until the City

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approves the benefited property map, legal descriptions and cost allocation, which approval shall not be unreasonably withheld. Any obligation of the City under such recapture agreement shall be non-recourse to the City and shall provide that the City shall not be responsible in the event there is no development of the property proposed to be benefited by the improvement or if the recapture fees are otherwise uncollected for any reason other than the failure of the City to, in good faith, attempt to collect the same.

In the event that another property owner extends such water main, Owners agree to pay a 50% recapture fee of the cost of such water main extension to the party extending the water main. In either case the recapture obligation shall be calculated on a per lineal foot of road frontage basis of the benefited property and shall be paid at the time of final plat approval. In the event Owners have already received final plat approval for any property benefited by said water main prior to another property owner extending the water main, Owners agree to pay Owners' recapture fee within sixty (60) days of notice of the recapture obligation.

C. For the area of the Property that is in the Estate Lot PCD, development on this part of the Property shall be served by public water system facilities. Notwithstanding the above, if Phase I of the public water main extension as shown on Exhibit F-1 is not completed by December 1, 2003 this provision is waived and the final platted Estate Lot PCD may be developed with private wells.

D. If the City fails to extend Phase I of the water main as shown on Exhibit F-1 within three (3) years of the date of this Agreement, the Owners may develop the Property on private wells, subject to applicable health regulations, and the City will use its best efforts to grant a variance allowing the entire Property to be developed at a density of one (1) unit per gross developable acre in a manner consistent with the Estate Lot PCD concept.

E. In the event that any of the Property is developed using wells per the terms of either paragraph C or D above and public water service subsequently becomes available, Owners shall not be required to adapt any lots already using wells for public water service.

F. Owners agree that within twelve (12) months of the City's provision of water to the Property, Owners will extend at Owners' expense the water line to the southeast entrance of the subdivision on Distillery Road.

G. Except as provided in 5F above, Owners shall have no obligation to extend the water from the southeast entrance of the subdivision through the Property except as Development dictates.

H. City shall reserve for Owners 230 hook-ups to public water system with adequate pressure, if available when final plat of subdivision is approved. Adequate Pressure shall mean fifteen hundred (1,500) gallons per minute flow and sixty-five (65) pounds static pressure.

Paragraph 7: Plats of Subdivision

7B. The provisions of paragraph 7B shall not apply to those residential lots identified on Exhibit M. The last sentence of paragraph 7B is stricken in its entirety as other arrangements for such property have been made as set forth Paragraphs 7E, 7F and 7G hereof.

Additions to Paragraph 7:

D. Owners and City agree that the entire Property shall be developed as one or more Planned Community Developments in substantial conformance with the Concept Plan attached hereto and incorporated herein as Exhibit H-1. Owners understand and agree that the Concept Plan does not represent a preliminary plat or final plat. Owners shall file a preliminary plat and a final plat as well as requests for a PCD special use for each phase of development. The City agrees that the deviations from the Belvidere Municipal Code identified in this Agreement will

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be permitted in the respective PCD areas (including, but not limited to, by way of example, the septic systems in the Estate Lot PCD, the provision of a pedestrian walkway rather than sidewalks in areas of the Estate Lot PCD, the road width deviation in the Estate Lot PCD and the density deviation in the Estate Lot PCD).

Exhibit H-1 (the "Concept Plan") identifies a 20 acre parcel as "School Site." Owners agree to negotiate with the Consolidated Unit School District 100 ("CUSD 100") and the Belvidere Park District ("BPD") for an elementary school and/or neighborhood park for such parcel but in the event such negotiation does not result in an executed contract for the sale of such parcel for school or park purposes or option to purchase in a form acceptable to CUSD 100 and/or BPD within one year following annexation, Owners may modify the Concept Plan to identify such 20 acre parcel for development as additional D residential, subject to the PCD special use and other requirements as set forth herein. In the event Owners have entered into an option with CUSD 100 and/or BPD, and neither CUSD 100 or BPD exercise such option in the option period, Owners may modify the Concept Plan to identify such 20 acre parcel for development as additional D residential, subject to the PCD special use and other requirements as set forth herein.

Owners may request additional deviations from the Belvidere Municipal Code at the time of requesting a PCD special use. Preliminary and final plats shall be approved by the City, if accompanied by the appropriate petition for a PCD special use and if they substantially comply with the concept plan attached hereto, the deviations agreed to in this Agreement, any further deviations agreed to at the time of plat approval and if they comply with the Belvidere Municipal Code except as modified by the foregoing.

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E. The Boone County Conservation District shall have an option to buy lowland property consisting of eight (8) acres north of the Kishwaukee River as located on Exhibit H-1, and forty-seven (47) acres south of the Kishwaukee River to Newburg Road, at a price and upon terms mutually agreeable to the parties.

F. The parties shall covenant and agree not to build residences, for conservation protection along Beaver Creek or Kishwaukee River, within the 100 year flood plain boundary, as determined by the F.E.M.A. Flood Boundary and Floodway Map, as amended from time to time, and as authorized by the City of Belvidere.

G. Owners shall grant Conservation Easements to the Boone County Conservation District for the care and maintenance of land north of the Kishwaukee River that is located within the 100-year floodplain and is to remain privately owned.

Substitute Paragraph 8

Curb and Gutter; Storm Water Management Facilities

A. Curb and gutters shall not be required in the Estate Lot PCD.

B. Drainage in the Estate Lot PCD and to the extent possible in the remainder of the Property is to be designed around the concept of natural (wetland) filtration and attenuation as opposed to point source discharge to a river or creek provided that any design proposed will be in conformance with the City's Master Stormwater Plan and the Detention Regulations in the Belvidere Subdivision Code and the Preliminary Plat and storm water management plan for each PCD. Drainage sewers in the D areas which will feed into any storm water management facilities, such as (but not limited to) detention basins, shall be shown on the plans and specifications for street construction, and shall be subject to review and approval by the City's Department of Public Works. Drainage systems for the Estate Lot PCD shall also be shown on the Plans and Specifications for public improvements of each development and shall be subject to

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approval by the City's Public Works Department. Said approvals by the City's Public Works Department shall not be unreasonably withheld. All costs associated with the design and construction of the required facilities shall be the responsibility of the Owners. Ownership and maintenance of the storm water management infrastructure outside of the public right of way shall remain private but shall be protected by permanent drainage easements.

Addition to Paragraph 9

In the first sentence, following the word "other" and preceding the word "directives" the word "reasonable" shall be added.

Addition to Paragraph 9

Following the words "constructed in accordance" shall be added:

"with normal engineering standards and "

Substitution to Paragraph 9

The final sentence shall read: "Prior to commencing construction, Owners shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, the Owners shall submit the plans to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road. The City agrees to execute any permits that require signature by the municipality, with the understanding that said execution shall not constitute approval or acceptance of said engineering plans."

Addition to Paragraph 9

A. Distillery Road Improvements. Provided the City has obtained thirty-three (33) feet of right-of-way from the owners of easterly adjoining property and from the owner of property presently identified as PIN 05-20-300-006, at no cost to Owners, the Owners shall improve the surface of Distillery Road according to the design specifications for Distillery Road

in the area designated on Exhibit I-1 pursuant to the specifications set forth in Exhibit I-1 with such improvements to be completed by the date specified in Exhibit I-(C) to coincide with the improvements to the portion of Distillery Road north of Owners' property by Belvidere Township.

For purposes of reimbursement to Owners of fifty percent (50%) of the cost to complete the Distillery Road improvements from subsequent owners of portions of the Property, Owners consent and will cooperate in the formation of a Special Service Area, as defined by Illinois State Statutes 35 ILCS 200/27-5 et seq., over the Property for future construction of urban improvements to Distillery Road, but no levy shall be imposed sooner than three years from the date hereof. The maximum levy rate shall be no greater than twenty-five cents per hundred dollars of equalized assessed value per year for a period of no longer than ten (10) years from date of levy. Formation of such Special Service Area shall occur prior to any of the Property being sold to a third party. Owners agree to take all actions necessary in the formation of the Special Service Area, including but not limited to, the preparation of any maps or plats, provision of required notices, drafting of ordinances, etc. The City shall be under no obligation to create the Special Service Area unless and until Owners provide a written request to the City for the creation of the Special Service Area and provide the City with the necessary ordinances, notices and other documents necessary for the creation of the Special Service Area in substance and form reasonably acceptable to the City.

Owners shall pay the City's costs of creating and enforcing the Special Service Area, including, but not limited to its reasonable attorney's fees. Any obligation of the City under the Special Service Area or this Agreement with respect to the Special Service Area shall be non-recourse to the City. The City shall be required to attempt to collect the Special Service Area

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taxes. However, the City shall not be liable if there is no development of the property subject to the Special Service Area or if the Special Service Area taxes are uncollected for any reason other than the failure of the City to, in good faith, attempt to levy the same.

The remaining fifty percent (50%) of the cost of such improvements to Distillery Road shall be subject to reimbursement to Owners from adjoining easterly property owners pursuant to an approved recapture agreement to be imposed on such properties as a condition to annexation to the City of Belvidere. The City agrees to enter into a recapture agreement with Owners requiring adjacent property owners to pay a 50% recapture of the cost thereof. The City shall not be obligated to enter into such agreement until Owners request such recapture agreement in writing and supply the City with a benefited property map, legal descriptions for all property that will be subject to the recapture and the cost allocation per acre or per lineal foot as appropriate. The City will review said request with the benefited property map and will not be obligated to enter into such recapture agreement until the City approves the benefited property map, legal descriptions and cost allocation, which approval shall not be unreasonably withheld. Any obligation of the City under such recapture agreement shall be non-recourse to the City and shall provide that the City shall not be responsible in the event there is no development of the property proposed to be benefited by the improvement or if the recapture fees are otherwise uncollected for any reason other than the failure of the City to, in good faith, attempt to collect the same. The recapture obligation shall be calculated on a per lineal foot of road frontage basis of the benefited property and shall be paid at the time of its annexation.

If not paid by such adjoining easterly property owners within one year after completion of the Distillery Road improvements, City shall participate in proportional reimbursement to Owners for costs incurred by Owners in such Distillery Road improvements as provided in

Exhibit I (up to 50% of such costs incurred). The City shall pay such remaining recapture cost over a ten (10)-year period in equal annual installments, and Owners will assign its remaining rights of recapture of such amounts from adjoining landowners to the City.

B. Distillery Road/State Street Intersection. If the City elects to improve the intersection at the junction of Distillery Road and State Street in order to provide controlled access, the City shall assume responsibility for the road improvement and the Owners shall contribute funds as provided in Exhibit I subparagraph (A) hereof. Such intersection shall be improved to the standard as required by the Illinois Department of Transportation and City's Department of Public Works' standards and shall be applied for when applicable traffic warrants are attained and shall be constructed within two years after traffic warrants are attained. Construction of said improvement will commence on a mutually agreeable schedule between IDOT and the City. Owners consent and will cooperate in the formation of a Special Service Area, as defined by Illinois State Statutes 35 ILCS 200/27-5 et seq., over the property for payment of up to one-third of the cost of such intersection improvement, but no levy shall be imposed sooner than three years from the date hereof. The maximum levy rate shall be no greater than twenty-five cents per hundred dollars of equalized assessed value per year for a period of no longer than ten (10) years from date of levy. Formation of such Special Service Area shall occur prior to any of the Property being sold to a third party. Owners agree to take all actions necessary in the formation of the Special Service Area, including but not limited to, the preparation of any maps or plats, provision of required notices, drafting of ordinances, etc. The City shall be under no obligation to create the Special Service Area unless and until Owners provide a written request to the City for the creation of the Special Service Area and provide the

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City with the necessary ordinances, notices and other documents necessary for the creation of the Special Service Area in substance and form reasonably acceptable to the City.

Owners shall pay the City's costs of creating and enforcing the Special Service Area, including, but not limited to its reasonable attorney's fees. Any obligation of the City under the Special Service Area or this Agreement with respect to the Special Service Area shall be non-recourse to the City. The City shall be required to attempt to collect the Special Service Area taxes. However, the City shall not be liable if there is no development of the property subject to the Special Service Area or if the Special Service Area taxes are uncollected for any reason other than the failure of the City to, in good faith, attempt to levy the same.

C. Portion of Distillery Road Between US 20 and Property. The portion of Distillery Road south of Business 20 and North of the Property shall be improved by Belvidere Township, subject to standards to be mutually agreed upon by Owners, City and Belvidere Township. Owners agree to contribute funds in an amount not to exceed \$15,000.00 for the design of the road, provided that Heritage Engineering is engaged to provide such engineering services, and Owner and Belvidere Township shall enter into a letter agreement addressing the timetable and joint contracting of said improvements. Upon completion of the improvements and subject to their approval by the City of Belvidere, the City shall accept and assume jurisdiction over that portion of Distillery Road. Owners consent and will cooperate in the formation of a Special Service Area, as defined by Illinois State Statutes, 35 ILCS 200/27-5, over the property for payment of said engineering costs for said improvements, but no levy shall be imposed sooner than three years from the date hereof. The maximum levy rate shall be no greater than twenty-five cents per hundred dollars of equalized assessed value per year for a period of no longer than

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ten (10) years from date of levy. Formation of such Special Service Area shall occur prior to any of the Property being sold to a third party.

Owners agree to take all actions necessary in the formation of the Special Service Area, including but not limited to, the preparation of any maps or plats, provision of required notices, drafting of ordinances, etc. The City shall be under no obligation to create the Special Service Area unless and until Owners provide a written request to the City for the creation of the Special Service Area and provide the City with the necessary ordinances, notices and other documents necessary for the creation of the Special Service Area in substance and form reasonably acceptable to the City.

Owners shall pay the City's costs of creating and enforcing the Special Service Area, including, but not limited to its reasonable attorney's fees. Any obligation of the City under the Special Service Area or this Agreement with respect to the Special Service Area shall be non-recourse to the City. The City shall be required to attempt to collect the Special Service Area taxes. However, the City shall not be liable if there is no development of the property subject to the Special Service Area or if the Special Service Area taxes are uncollected for any reason other than the failure of the City to, in good faith, attempt to levy the same.

D. For reconstruction of Distillery Road, the Owners shall dedicate a total of thirty-three feet (33') of land along its easterly border with Distillery Road. On the adjacent property, a ten foot (10') wide recreation path will be completed by December 31, 2007. The Owners shall provide a landscaped berm on its Property, alongside the recreation path substantially in design as depicted on Exhibit I-1 hereto, to be completed by December 31, 2007. The Homeowners' Association shall be responsible for maintenance of the berms shown on Exhibit I-1. Owners

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shall provide appropriate easements to City for City's maintenance of the recreation path shown on Exhibit I-1.

Partial Substitution to Paragraph 9

Final sentence shall read: "Prior to commencing construction of the applicable portion of Distillery Road and/or the Distillery Road/State Street Intersection, the party responsible for the construction of said portion, shall submit final engineering plans and cost estimates for review and approval by the other party, which approval shall not be unreasonably withheld."

Addition to Paragraph 11.

after the words "subject property" the following phrase shall be inserted:

"but in any event not to exceed \$7,500.00,"

Substitute Paragraph 12

To the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, either presently existing or hereafter adopted, of the City Municipal Code, or any other City ordinance or regulation, the terms, provisions and standards of this Agreement shall govern and control. Notwithstanding the foregoing, if any City code, ordinance or regulation is hereafter adopted, amended or interpreted so as to be less restrictive upon Owners with respect to the development of the Property than is the case under the existing law, then, at the option of Owners, such less restrictive amendment or interpretation shall control.

.All codes, rules and regulations of the City in effect as of the date hereof affecting development of the Property shall continue in effect, insofar as they relate to the development of the Property, during the entire term of this Agreement, except as otherwise provided herein and except to the extent that said codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all property within the City. If a conflict arises between any terms

of this Agreement and any existing or future rule, ordinance or regulation of general applicability, then the terms of this Agreement shall prevail.

Additional Provisions

K-1 Street and Sidewalks

A. The Owners shall bear the cost of providing all public improvements, including streets, in the subdivision. In the Estate Lot PCD, at Owners' option, streets may be built to county rural cross section standards as shown on Exhibit N-1 hereto. Street and crescent islands may be developed by Owners in a sixty (60) foot right of way in accordance with Exhibit H-2 hereof. In addition, in certain areas as depicted on Exhibit H-2 there shall be an additional four (4) feet for pedestrian walkway on each side of the pavement separated from the driving lanes with a 4-inch wide solid thermal plastic line and other pavement markings and signage in conformance with the manual of Uniform Traffic Control Devices. Upon dedication to and acceptance by the City, City shall be responsible for the repair and maintenance of the streets and the pedestrian walkway.

B. Street pavement for streets in the development shall be of the width set forth in Exhibit H-4 hereof.

C. No sidewalks or pedestrian walkway shall be required in Estate Lot PCD except as shown on Exhibit H-2 hereof.

K-2 Street Lighting

Street lighting will be required on the Property and City agrees to approve subdued lighting for the Estate Lot PCD with a minimum standard as provided for in the PCD petition, and also depicted upon Exhibit H-3 and Exhibit N.

03 R09885

K-3 Utilities

Gas, electric, telephone and cable services shall be installed underground at no expense to the City.

K-4 Representations

The Owners represent and warrant unto the City that:

A. The Owners are the sole and exclusive owners of the Property, with the exception of the Distillery Road right-of-way and the with the exception of the roadways from the center lines to the far side of the road, shown on the Annexation Plat (Exhibit B).

B. There are ten (10) electors residing within the Property, all of whom have executed the Petition for Annexation.

C. The Owner has full requisite authority to enter into and sign this Agreement.

K-5 Enforceability

This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained. In the event either party successfully prosecutes a suit to enforce this Agreement, the Court shall award the successful party its reasonable attorney's fees, costs and other expenses incurred in connection with said action.

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any right to other remedies allowed by law, and such rights and remedies may be exercised and enforced concurrently whenever and as often as the reason therefore arises. The waiver by either party to enforce any particular breach of any of the provisions of this Agreement shall not operate as or be construed as a waiver

of any subsequent breach thereof, nor a consent to any continued breach of this Agreement.

K-6 No Partnership

The City does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venture of or with Owners.

K-7 City Approval

Whenever any approval or consent of the City, or of any of its departments, officials or employees is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

K-8 Captions and Paragraph Headings

This Agreement shall be construed without reference to title or articles, and/or paragraph headings, which are inserted only for convenience.

K-9 Mutual Assistance

The parties shall do all things reasonably 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, 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, and 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.

K-10 Time of Essence

Time is of the essence of this Agreement and of each and every provision hereof.

K-11 Indemnification

The parties agree that the Owners, builders and/or developers will agree to indemnify and defend the City from any damages, claims or causes of action relating to their activities in developing the Property. The indemnity shall be in a form acceptable to the parties prior to approval of each final plat.

K-12 Winter Maintenance of Streets.

Until the streets in any platted phase of the Property are accepted by the City, the City shall have no obligation to keep them plowed of ice and snow. It is agreed that for any platted phase that shall be, or is likely to be, occupied in whole or in part between November 15 and April 30 of the following year, the parties may enter into a sub-agreement entitled "Winter Maintenance Agreement" by which the City, subject to availability of equipment and personnel would be responsible for the removal of ice and snow within such phase. If the parties do not enter in to "Winter Maintenance Agreement" for any phase, the Owners shall be responsible for the removal of ice and snow within said phase.

K-13 Covenants and Restrictions.

Owners will create and record covenants and restrictions for each phase of development. Owners agree to submit said covenants and restrictions to the City for City review prior to final plat approval and prior to recording of said covenants and restrictions. The City shall have the right to comment on, request changes to and approve said covenants and restrictions but said approval shall not be unreasonably withheld. If the City does not approve, disapprove or comment on the covenants and restrictions prior to final plat approval, the Owners may record the covenants and restrictions after final plat approval. The covenants and restrictions for each phase shall provide that the City may, but is not obligated to enforce the covenants and

03 R09885

restrictions and that the City may, but is not obligated to undertake, maintenance obligations for the Homeowners' Association which remain unperformed. In the event that the City elects to enforce any covenants and restrictions, the Homeowners Association and/or the affected homeowner shall pay the cost of enforcement and the City shall be entitled to a lien on the property for the cost thereof.

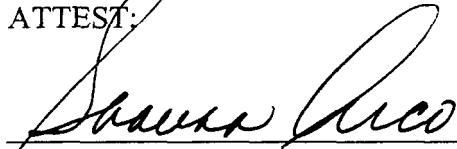
City: City of Belvidere,
an Illinois Municipal Corporation

by:



Mayor

ATTEST:




City Clerk

OWNERS:

(Being the owners of the property
and currently fifty one percent of the
electors.)

The Hardeman Company

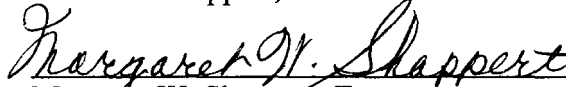
By:



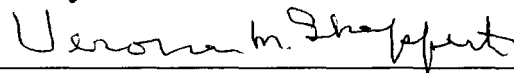
Its: President



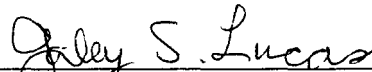
Frank M. Shappert, Trustee



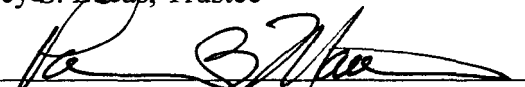
Margaret W. Shappert, Trustee



Verona Shappert, Trustee



Galey S. Lucas, Trustee

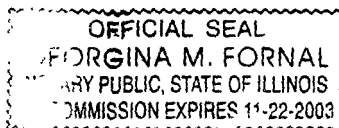


Patrick B. Mattison, Trustee

03 R09885

Subscribed and Sworn to
before me this 21st day.
of May, 2003.

Georgina M. Fornal
Notary Public



03 R09885

EXHIBIT L
PLANNED COMMUNITY DEVELOPMENT CONCEPT

for Future Multi-Family areas

See Lannert Group Job No. 0225 Sheet No. 7: Multi-Family Development Plan

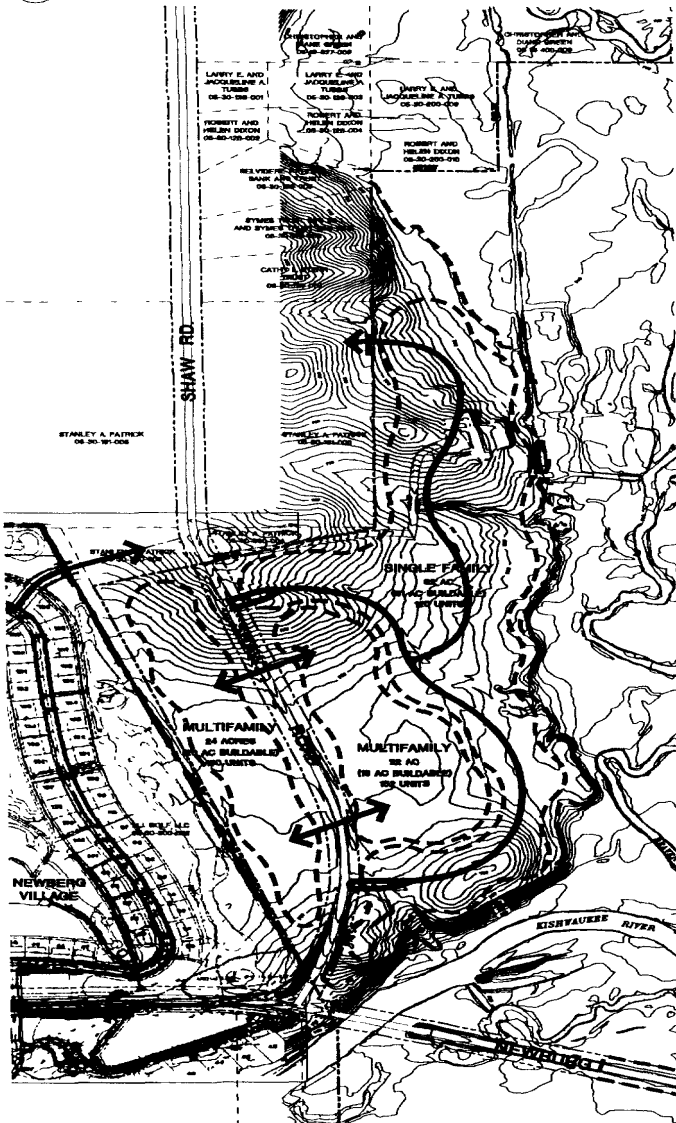
03 R09885

RIVER RUN

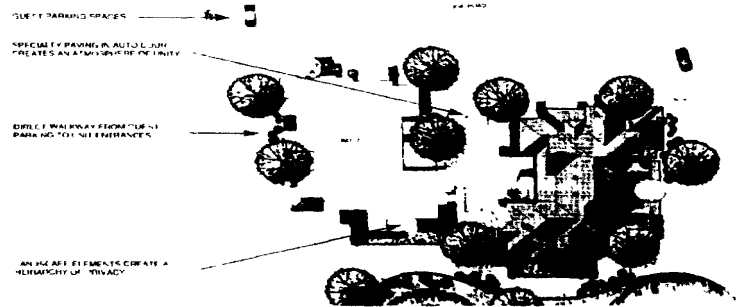
BELVIDERE, ILLINOIS



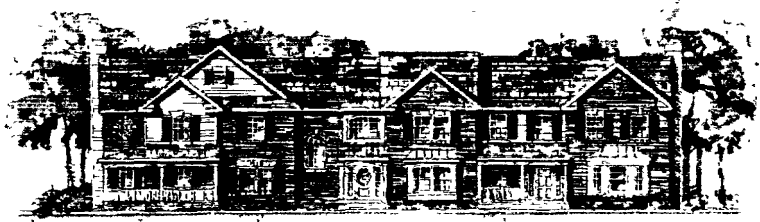
A
7 HOUSING PHOTO EXAMPLE
NOT TO SCALE



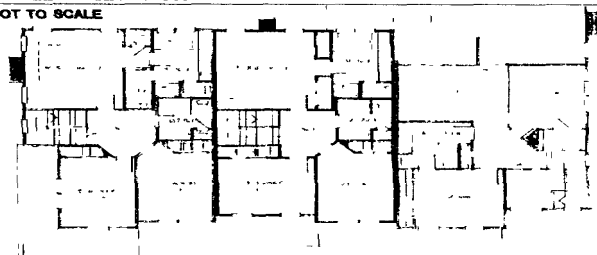
B
7 DEVELOPMENT PLAN
SCALE 1" = 300'



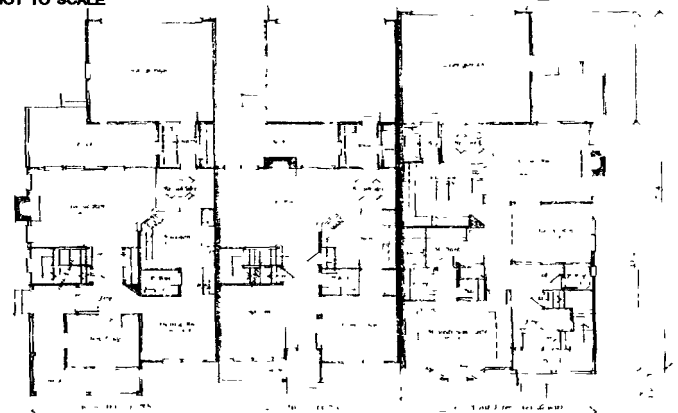
C
7 MOTOR COURT DETAIL
NOT TO SCALE



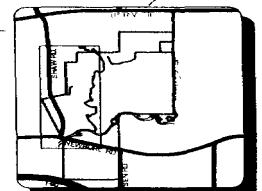
D
7 TRIPLEX ELEVATION
NOT TO SCALE



E
7 TRIPLEX SECOND FLOOR PLAN
NOT TO SCALE



F
7 TRIPLEX FIRST FLOOR PLAN
NOT TO SCALE



KEY MAP
NOT TO SCALE

MULTI-FAMILY DEVELOPMENT PLAN



Lannert Group

Landscape Architecture • Planning • Community Consulting
215 Fulton Street
Geneva, Illinois 60134
(630) 925-8000
Fax (630) 204-9000
http://www.lannert.com
lg@lannert.com

THE HARDEMAN COMPANY

4777 EAST STATE STREET
ROCKFORD, IL 61108
(815) 225-0805
(815) 225-0806 (fax)

DATE: 03/04/03

REVISION: 03/03/03

DATE: 02/25

DATE: 02/25

EXHIBIT M
EXISTING HOUSES ON THE PROPERTY

Frank M. Shappert and Margaret W. Shappert, trustees

7950 Distillery Road, Belvidere, IL 61008 PIN 05-30-200-006

Verona Shappert 7423 Shaw Road, Belvidere, IL 61008 PIN 05-30-400-001;
05-30-400-002;
05-30-200-004

Galey S. Lucas, trustee 7918 Distillery Road, Belvidere, IL 61008 PIN 05-30-200-007

Patrick B Mattison, trustee 7982 Distillery Road, Belvidere, IL 61008 PIN 05-30-200-005

Tenant House #1 7111 Shaw Road, Belvidere, IL 61008 PIN 05-30-200-003

Tenant House #2 2439 Shaw Road, Belvidere, IL 61008 PIN 05-30-300-005

Tenant House #3 7431 Shaw Road, Belvidere, IL 61008 PIN

03 R09885

EXHIBIT N
RURAL ROAD CROSS SECTION

This Exhibit applies to the Estate Lot PCD area.

Refer to:

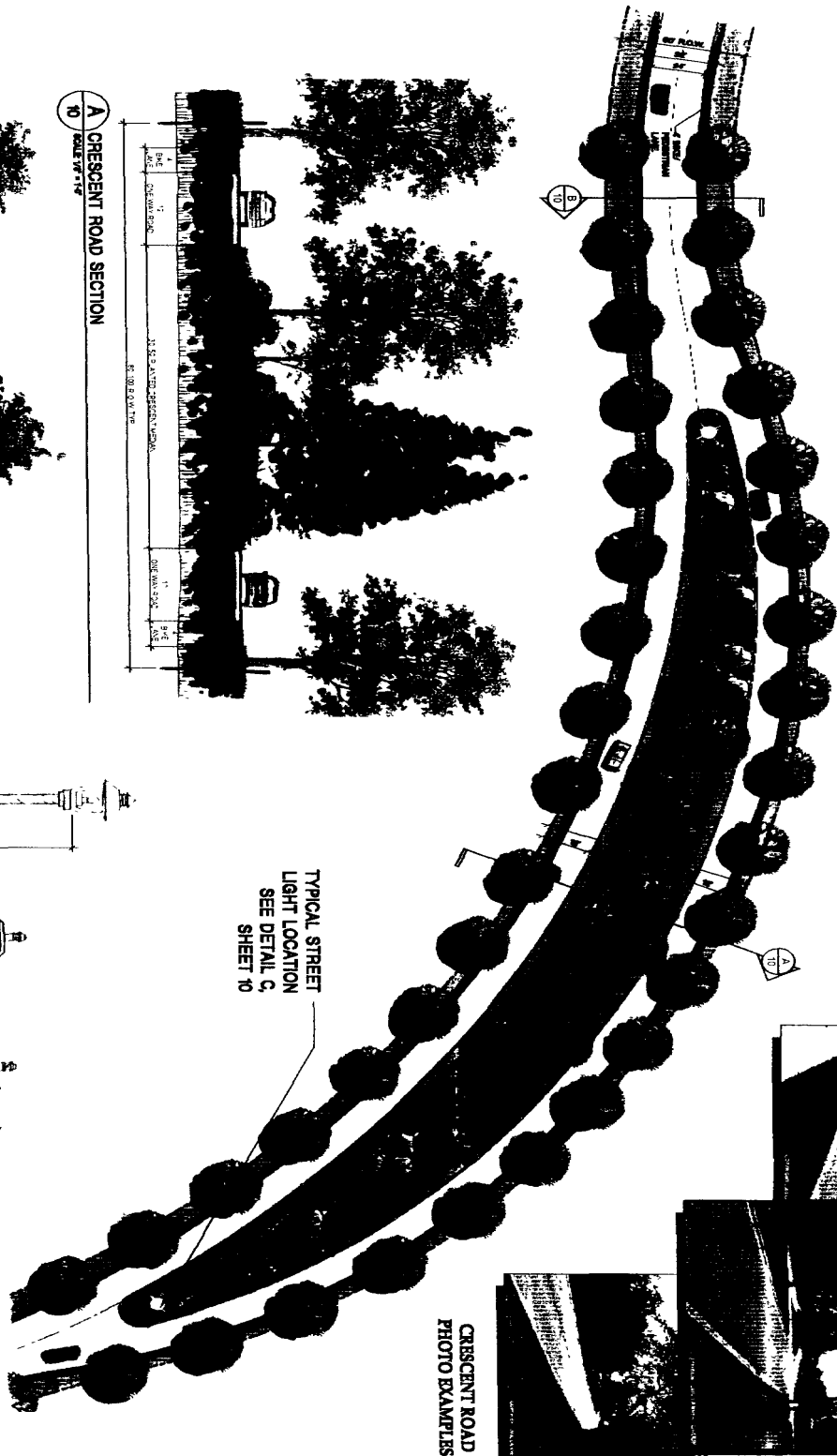
N-1 Lannert Group Job No. 0225 Sheet 10 Landscape Features.

N-2 Lannert Group Job. No. 0225 Sheet 11: Project Signage

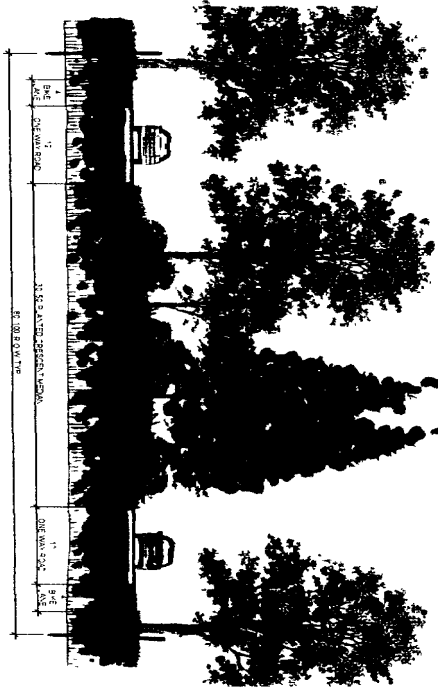
03 R09885

RIVER RUN

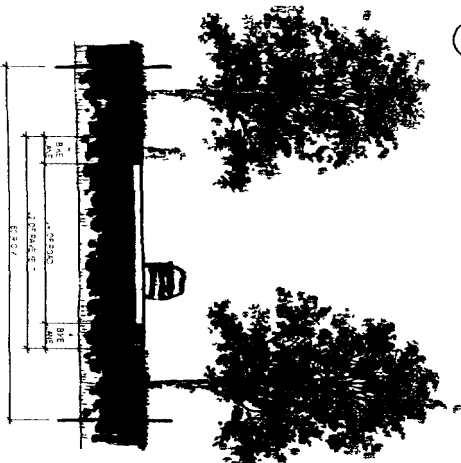
BELVIDERE, ILLINOIS



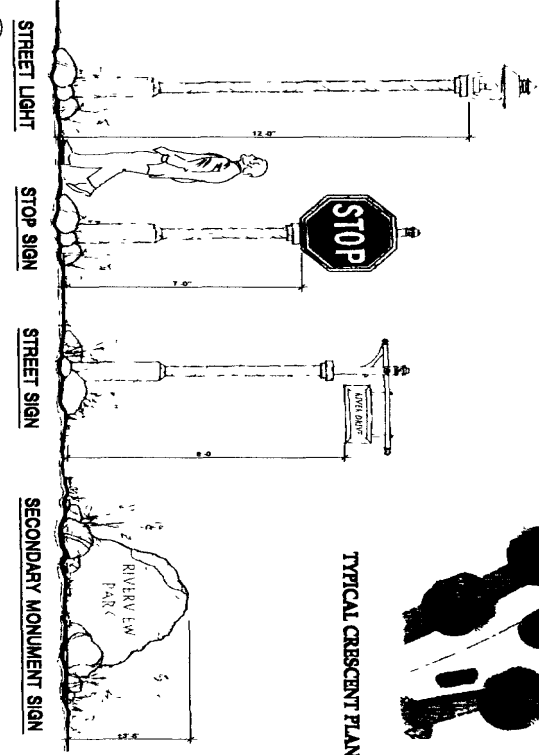
A CRESCENT ROAD SECTION
SCALE 1/8" = 1'-0"



B TYPICAL ROAD SECTION W/ BIKE PATH
SCALE 1/8" = 1'-0"



C SITE ACCESSORY DETAILS
SCALE 1/2" = 1'-0"



TYPICAL CRESCENT PLAN



LANDSCAPE FEATURES



Lannert Group

Landscape Architecture • Planning • Community Consulting
(830) 226-8088
Fax: (830) 226-8080
http://www.lannert.com
By: @lannert.com

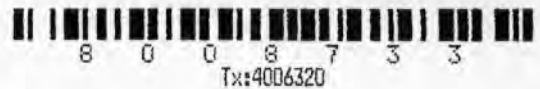
215 Fulton Street
Lombard, Illinois 60134

THE HARDEMAN COMPANY

4777 EAST STATE STREET
ROCKFORD, IL 61108
(815) 226-0800
(815) 226-0806 (fax)

JOB NO.	0225
DATE	1/17/03
REVISION	03/12/03
03/11/03	
DRAWN BY	MM

76



FIRST AMENDMENT TO
ANNEXATION AGREEMENT

Prepared by and Return To:
Michael Drella
City of Belvidere
401 Whitney Blvd
Belvidere, IL 61008

2019R07731

JULIE A. STAPLER
BOONE COUNTY CLERK & RECORDER
RECORDED ON
12/27/2019 01:34 PM
Number of Pages: 16
REC FEE 47.00

exh. A - incl p I, VI, VIII, IX, XI, XIII,
XIV, XV, XVI

THIS FIRST AMENDMENT ("First Amendment") is entered into this 5th day of December, 2019, by and between the City of Belvidere, an Illinois municipal corporation ("City") and The Hardeman Company, Frank M. Shappert and Margaret W. Shappert, Trustees, and Patrick B. Mattison, Trustee (collectively, the "Remaining Original Owners") and effectuates a first amendment to the Annexation Agreement dated May 12, 2003 between the City and the Original Owners (defined below) with respect to territory in the vicinity of Distillery Road and U.S. Business Rt. 20.

RECITALS:

WHEREAS, the City and the Remaining Original Owners, Verona Shappert (now deceased and probate closed), and Galey S. Lucas, Trustee (now deceased and trust closed) (collectively, the "Original Owners") entered into an annexation agreement (the "Agreement") dated May 12, 2003, which Agreement was approved by Ordinance 559G for territory which is legally described in Exhibit A of the Agreement (the "Annexed Territory"); and

WHEREAS, the Annexed Territory was lawfully annexed to the City of Belvidere on May 12, 2003 pursuant to Ordinance 560G; and

WHEREAS, pursuant to law, the Agreement runs with the land and is binding upon the Original Owners and their successors in title and their respective successor, grantees, lessees and assigns; and

WHEREAS, the Annexation and the Agreement contemplated development of the Annexed Territory as various forms of residential development; and

WHEREAS, part of the Annexed Territory has not been developed or subdivided (the "Undeveloped Territory") and is owned by the Remaining Original Owners or their successors in interest, said Undeveloped Territory being legally described in Exhibit B which is incorporated herein by this reference; and

WHEREAS, a portion of the Annexed Territory was successfully subdivided (the "Subdivided Portion"); and

WHEREAS, some of the Subdivided Portion was developed with individual lots being sold to individual residents, and with other vacant lots which are currently owned by Verona Properties, LLC, an Illinois limited liability company (the "Verona Platted Lots"), said Verona Platted Lots being legally described in Exhibit C which is incorporated herein by this reference; and

WHEREAS, the Exhibits D, D-1, E and E-1 of the Annexation Agreement contained certain provisions that required the construction of Water and Sanitary Sewer mains and systems and provided a mechanism by which the Original Owners and their successors in interest were to pay certain basin fees toward the cost of off-site water and sanitary sewer facilities ("Utility Obligations"); and

WHEREAS, Exhibit K Paragraph 9 D of the Annexation Agreement contained certain provisions that required the Original Owners to construct a berm and recreation path along portion of Distillery Road as depicted on Exhibit I-1 ("Path and Berm Obligations"); and

WHEREAS, the Original Owners and the City, at the time the Agreement was executed, fully expected the entire Annexed Territory to be developed and built no later than December of 2018; and

WHEREAS, economic conditions, including but not limited to the Recession of 2008, have hindered residential growth in the Annexed Territory; and

WHEREAS, the Remaining Original Owners and the City desire to amend the Agreement to modify the construction schedule of off-site water improvements, modify the mechanism for paying future basin fees (as currently outlined in Exhibits E and G of the Agreement) with respect to the Undeveloped Territory, and modify the provisions related to the construction of the berm and recreation path; and

WHEREAS, the City adopted Ordinance 966G on June 2, 2008 which provides a more accurate and feasible method of assessing water and sanitary sewer basin fees and costs for the entire area, including the Undeveloped Territory.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above-recitals are incorporated herein and made a part hereof.
2. The Agreement is hereby amended to reflect and effectuate the following with regards to the Undeveloped Territory and Verona Platted Lots only:
 - a) The City and the Remaining Original Owners acknowledge and agree that Phase I and Phase II of the Sanitary Sewer as set forth on Exhibits D, E and E-1 of the Agreement as well as Phases I and II of the water system as set forth on Exhibits F-1, F-2 and G are complete. Phase III of the Water System, the construction of the elevated storage tank has not been initiated.

- b) The City and Remaining Original Owners also acknowledge and agree that Exhibits E and G of the Agreement require the Original Owners to complete payment in full of all basin fees set forth in those Exhibits for Sewer and Water respectively no later than December of 2018. The City and Remaining Original Owners concur that requiring payment of the basin fees for Phase III of the Water System (the elevated storage tank) is not equitable at this time as it has not been built nor is it planned to be built in the foreseeable future as the demand for an elevated storage tank does not exist.
- c) Upon execution of this Agreement, the City and Remaining Original Owners agree that the Remaining Original Owners shall pay to the City the total sum of \$530,778.42 which was calculated to include the Undeveloped Territory and the Verona Platted Lots. This sum shall satisfy the Original Owners', and their successors in interest to the Undeveloped Territory, obligation to pay basin fees for the Undeveloped Territory and the Verona Platted Lots only for the basin fees associated with Phases I and II of the Sanitary Sewer System as identified on Exhibits D and E of the Agreement and phases I and II of the Water System as identified on Exhibits F and G of the Agreement; liens related only to the foregoing shall be and are hereby terminated and released to the extent not previously terminated and released, if any; and the Original Owners, their respective successors in interest, and their respective shareholders, members, directors, officers and beneficiaries of trusts shall be and are hereby released from all obligations related thereto.
- d) For the Undeveloped Territory and the Verona Platted Lots, basin fees associated with Phase III of the Water system as well as any other recapture or basin fees associated with the Undeveloped Territory and the Verona Platted Lots will be assessed pursuant to existing ordinances including, but not limited to, Ordinance 966G, future City Ordinances amending Ordinance 966G, and future City Ordinances superseding Ordinance 966G. Upon payment of the sum of \$530,778.42 the Original Owners' and their successors in interest obligations to pay basin fees pursuant to Exhibits E and G of the Agreement with respect to the Undeveloped Territory and the Verona Platted Lots shall terminate, the liens provided for in those Exhibits shall terminate with respect to the Undeveloped Territory and Verona Platted Lots only; and the Original Owners, their successors in interest, and their respective shareholders, members, directors, officers and beneficiaries of trusts shall be and are hereby released from all obligations related thereto.
- e) The Remaining Original Owners, acknowledge and agree that there is insufficient demand for water within the entire basin to justify construction of Phase III of the water system at this time. As such, the City shall not be obligated to construct Phase III of the Water system until the City determines, in its sole discretion, that there is sufficient demand and funding justifying the need and ability for its construction.
- f) The City and Remaining Original Owners also acknowledge and agree that with respect to the Undeveloped Territory, the Path and Berm Obligations set forth in

Paragraph 9 of Exhibit K subsection D is modified to provide that the ten foot (10') recreation path and landscaped berm required in subsection D will be constructed within 12 months of plat approval, within the territory of the approved plat, as opposed to by December 31, 2007, and shall be the responsibility of only the property owner and/or developer in title to said property at the time of plat approval.

- g) The Remaining Original Owners and City agree that the Undeveloped Territory is unlikely to be developed for residential purposes in the near future. As such, the City agrees, upon a request by the Remaining Original Owners', to re-zone all or a portion of the Undeveloped Territory to the Rural Holding zoning district to allow continued arable agricultural uses of the Undeveloped Territory.
- 3) If any provisions, covenant, agreement or portion of this Agreement or its application to any person, entity or person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.
- 4) This Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto, their successors in title and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities. The Remaining Original Owners agree to record this Agreement at the Boone County Recorder's Office immediately upon its execution.
- 5) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 6) This First Amendment shall bear the same term as the Annexation Agreement.

(Remainder of page intentionally left blank; signature page follows.)

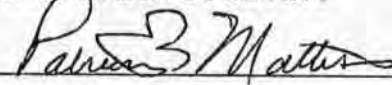
IN WITNESS WHEREOF, the parties hereto have set their hand as of the date first referenced above.

THE CITY OF BELVIDERE

By: 

Its: Mayor

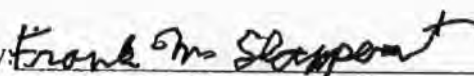
THE HARDEMAN COMPANY

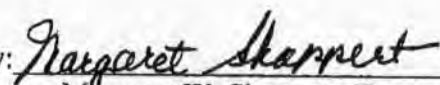
By: 

Its: President

ATTEST:

By: 
City Clerk

By: 
Frank M. Shappert, Trustee

By: 
Margaret W. Shappert, Trustee

By: 
Patrick B. Mattison, Trustee

STATE OF ILLINOIS)
)
BOONE COUNTY) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT THE CITY OF BELVIDERE has caused its name to be signed to these presents by Michael W. Chamberlain, its Mayor and attested by Sheena Aico, its Secretary, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that as said officers they signed, sealed and delivered the said instrument pursuant to authority given by said corporation as their free and voluntary act and as the free and voluntary act and deed of such corporation for the purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of December, 2019.

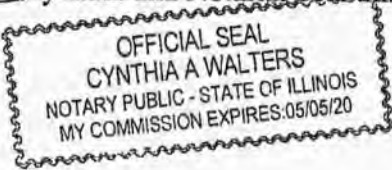


Michael S. Drella
Notary Public

STATE OF ILLINOIS)
)
BOONE COUNTY) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT THE HARDEMAN COMPANY, a Delaware corporation has caused its name to be signed to these presents by Patrick B. Mattison, its President who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that as said officer he signed, sealed and delivered the said instrument pursuant to authority given by said corporation as his free and voluntary act and as the free and voluntary act and deed of such corporation for the purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of December, 2019.

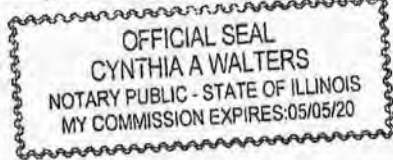


Cynthia A. Walters
Notary Public

STATE OF ILLINOIS)
)
BOONE COUNTY) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT FRANK SHAPPERT has caused his name to be signed to these
presents, who is personally known to me to be the same persons whose names are subscribed to
the foregoing instrument, as having executed the same, appeared before me this day in person and
acknowledged that he signed and delivered the said instrument as his free and voluntary act for the
purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of December, 2019.

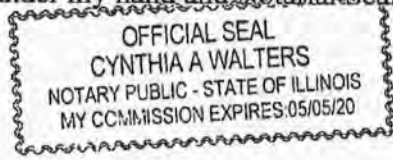


Cynthia A. Walters
Notary Public

STATE OF ILLINOIS)
)
BOONE COUNTY) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO
HEREBY CERTIFY THAT MARGARET W. SHAPPERT has caused her name to be signed to
these presents, who is personally known to me to be the same person whose name is subscribed to
the foregoing instrument, as having executed the same, appeared before me this day in person and
acknowledged that she signed and delivered the said instrument as her free and voluntary act for
the purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of December, 2019.

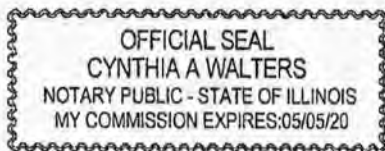


Cynthia A. Walters
Notary Public

STATE OF ILLINOIS)
)
BOONE COUNTY) SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT PATRICK B. MATTISON has caused his name to be signed to these presents, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of December, 2019.



Cynthia A Walters
Notary Public

Z:\Legal\ANNEXATIONS\Hardeman Anexation\Amended Agreement.doc

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
(ANNEXED TERRITORY)

Part of the Southwest Quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 2699.0 feet to the Southwest corner of said Section 20; thence North along the West line of Section 20, 1295.23 feet; thence East, parallel with the South line of Section 20, 2699.0 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 1295.23 feet to the place of beginning: excepting therefrom a parcel of land described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 667.47 feet; thence North, parallel with the East line of said Quarter Section, 667.47 feet; thence East, parallel with the South line of Section 20, 667.47 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 667.47 feet to the place of beginning.

incl
p1
exc.
p11

ALSO:

All that part of the North Half of Section Thirty-One and the South Half of Section Thirty which lies East of a line described as follows: Commencing at the Quarter Section corner in the center of Section Thirty-One, run thence North One degree Thirty minutes West Thirty-Seven chains and Twelve links to cottonwood tree on North bank of Kishwaukee River, thence North Three degrees Forty minutes West six chains and Thirty-eight links to the North side of the road; thence North Thirty-five degrees West three chains and Twenty-one links; thence North Twenty-two degrees West Thirty-seven chains and Twenty-seven links to the Quarter Section line running East and West through the center of said Section 30;

incl
x1, x11,
x111, x11v,
x1v, x1vi

excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in the Westerly line of highway where said highway crosses the East and West quarter line in said section; thence West on said Quarter section line 7.81 chains; thence South 21 degrees East 4.64 chains; thence North 81 degrees East 8 chains to the Westerly line of the road; thence North 81 degrees West 3.13 chains to the place of beginning;

exc.
- 300
- 003

ALSO excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section Thirty; thence West along the East and West Quarter Section line to the Center of the North and South Highway running through said Quarter section; thence Southerly along the center line of said highway, 12 rods, more or less, to the center of the intersection with an East and West Highway; thence Northeasterly along the center line of said highway to the place of beginning.

exc.
- 300
- 004
and
p x

ALSO:

incl p VI

incl p IV

incl
p VII, VIII,
+ p IX

The North Half of the Southwest Quarter of Section 29; the Northwest Quarter of Section 29; the Northeast Quarter of Section 30, except that portion of said Section 30, described as follows: commencing on the West line of said Quarter Section One Hundred Twenty-two and One-half rods North of the Southwest corner of said Quarter section; running thence East Thirty-four rods; thence North Thirty-seven and one-half rods, more or less, to the North line of said Quarter Section; thence West on said North line Thirty-four rods to the Northwest corner of said Quarter Section; thence South on West line of said Quarter Section Thirty-seven and one-half rods, more or less, to the place of beginning; all situated in Township 44 North, Range 3 East of the Third Principal Meridian.

All of the above situated in the County of Boone and the State of Illinois.

PINS:

05-20-300-005 p I

05-29-300-001

05-29-100-001

05-30-200-002

05-30-200-003

05-30-200-008

05-30-300-005

05-30-400-003

05-30-400-004

05-31-100-004

05-31-200-001

05-30-400-002

05-30-200-004

05-30-400-001

05-30-200-005

05-30-200-006

05-30-200-007

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY
(UNDEVELOPED TERRITORY)

PARCEL 1

Part of Sections 29 and 30 all in Township 44 North, Range 3 East of the 3rd Principal Meridian, bounded and described as follows to-wit: Beginning at the Northeast corner of Final Plat No. 1 of the Village at River Run Subdivision, the Plat of which Subdivision being recorded in Plat Index File Envelope 305B as Document No. 2004R12307 in the Recorder's Office of Boone County, Illinois; thence North 89°-59'-06" West, 237.93 feet; thence North 03°-46'-35" East, 20.48 feet; thence North 86°-13'-25" West, 209.67 feet; thence North 67°-08'-05" West, 261.91 feet; thence South 25°-58'-08" West, 180.91 feet; thence South 60°-28'-50" West, 138.00 feet; thence North 59°-01'-48" West, 229.00 feet; thence North 51°-44'-00" East, 54.50 feet; thence North 34°-52'-50" West, 166.53 feet (the last 9 previously described courses being along the Northerly line of said Final Plat No. 1 of the Village at River Run Subdivision as aforesaid); thence Northeasterly, along a circular curve to the left having a radius of 500.00 feet and whose center lies to the North to a point (the chord across the last described circular curve course bears North 59°-19'-03" East, 74.59 feet); thence North 34°-57'-36" West, 60.00 feet; thence North 28°-19'-18" West, 164.11 feet; thence South 61°-49'-52" West, 232.00 feet; thence South 71°-46'-03" West, 60.00 feet; thence Southeasterly, along a circular curve to the right having a radius of 260.00 feet and whose center lies to the West to a point (the chord across the last described circular curve course bears South 13°-00'-40" East, 47.32 feet); thence South 07°-47'-23" East, 6.62 feet; thence North 88°-16'-40" West, 130.00 feet; thence North 75°-53'-24" West, 210.00 feet; thence North 82°-22'-11" West, 230.00 feet to the Northwest corner of said last mentioned Plat (the last 10 previously described courses being along the Northerly line of said Plat); thence South 07°-37'-49" West, 267.49 feet; thence South 25°-31'-35" West, 250.00 feet to the Southwest corner of said last mentioned Plat (the last 2 previously described courses being along the Westerly line of said last mentioned Plat); thence North 80°-00'-00" East, 190.00 feet; thence North 89°-08'-21" East, 130.00 feet; thence South 82°-06'-26" East, 172.00 feet to the Northwest corner of Plat No. 1 of River Run Subdivision, the Plat of which Subdivision being recorded in Plat Index File Envelope 294A as Document No. 2004R03731 in said Recorder's Office; thence South 09°-25'-02" West, 288.00 feet; thence Northwesterly, along a circular curve to the left having a radius of 560.00 feet and whose center lies to the South to a point (the chord across the last described circular curve course bears North 84°-59'-23" West, 86.06 feet); thence North 89°-23'-48" West, 30.00 feet; thence South 00°-36'-12" West, 360.00 feet to the Southwest corner of said last mentioned Plat (the last 4 previously described courses being along the Westerly line of said last mentioned Plat); thence North 86°-00'-38" West, 112.00 feet; thence South 88°-11'-44" West, 122.00 feet; thence South 85°-29'-04" West, 192.18 feet; thence South 71°-08'-01" West, 273.05 feet; thence South 56°-31'-27" West, 400.00 feet; thence North 34°-56'-26" West, 127.37 feet; thence South 24°-56'-39" West, 229.45 feet; thence South 82°-31'-23" West, 280.69 feet; thence South 55°-33'-04"

affects
piv
VIII
IX
VI
XVI -
describes
parcel
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West, 229.20 feet; thence North 83°-30'-28" West, 286.11 feet; thence North 11°-24'-54" East, 422.71 feet; thence North 21°-03'-24" West, 415.15 feet; thence North 23°-51'-02" East, 479.68 feet; thence South 66°-08'-58" East, 55.00 feet; thence North 25°-02'-39" East, 240.05 feet; thence North 41°-38'-22" West, 185.47 feet; thence North 01°-22'-11" West, 162.41 feet; thence South 47°-20'-56" East, 267.95 feet; thence South 54°-40'-15" East, 227.47 feet; thence South 82°-37'-58" East, 422.79 feet; thence North 50°-23'-45" East, 340.00 feet; thence North 03°-11'-46" West, 420.00 feet; thence North 18°-31'-25" West, 366.66 feet; thence North 38°-44'-11" West, 483.02 feet to a point which bears South 38°-44'-11" East, 150.00 feet from the Southeast corner of premises conveyed by instrument recorded as Document No. 05-R07745 in said Recorder's Office; thence North 71°-35'-40" East, 1029.29 feet; thence North 34°-34'-44" East, 300.00 feet; thence North 00°-59'-41" West, 300.00 feet to a line which is 66.00 feet perpendicularly distant South from and parallel with the North line of the Northwest Quarter of said Section 29 as aforesaid; thence North 89°-00'-19" East, along said last mentioned parallel line, 1840.00 feet to the East line of the Northwest Quarter of said Section 29 as aforesaid; thence South 00°-00'-54" West, along the East line of the Northwest Quarter of said Section 29, a distance of 2290.63 feet to the point of beginning. Subject to the rights of the public and State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in Boone County, Illinois. Containing 168.44 acres.

PARCEL 2

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and
describes -
p III +
V

Part of the Northeast Quarter (1/4) of Section Twenty-nine (29) and part of the Southeast Quarter (1/4) of Section Twenty (20), all in Township Forty-four (44) North, Range Three (3) East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the Northeast Quarter of said Section 29; thence North 00 degrees 00 minutes 54 seconds East, along the West line of the Northeast Quarter of said Section 29, a distance of 2656.23 feet to the Northwest corner of the Northeast Quarter of said Section 29; thence North 00 degrees 14 minutes 10 seconds East, along the West line of the Southeast Quarter of said Section 20, a distance of 653.58 feet; thence North 89 degrees 32 minutes 47 seconds East, 33.00 feet; thence South 00 degrees 14 minutes 10 seconds West, parallel with the West line of the Southeast Quarter of said Section 20, a distance of 653.44 feet to the North line of the Northeast Quarter of said Section 29; thence South 00 degrees 00 minutes 54 seconds West, parallel with the West line of the Northeast Quarter of said Section 29, a distance of 2656.13 feet to the South line of the Northeast Quarter of said Section 29; thence South 89 degrees 08 minutes 21 seconds West, along the South line of the Northeast Quarter of said Section 29, a distance of 33.00 feet to the point of beginning.

PARCEL 3

Part of Section 30, Township 44 North, Range 3 East of the 3rd Principal Meridian, bounded and described as follows to-wit: Beginning at the Northeast corner of that portion of Plat No. 1 of Shaw Mills of River Run Subdivision, situated West of Shaw Road, the Plat of which Subdivision

affects p V, XI, XII, XIV
+
XV

being recorded in Plat Index File Envelope 383A as Document No. 2008R09046 in the Recorder's Office of Boone County, Illinois; thence North 75°-32'-09" East, 33.38 feet to the centerline of said Shaw Road; thence South 23°-04'-48" East, along said centerline of road, 149.02 feet; thence North 85°-48'-03" East, 365.00 feet; thence North 76°-07'-42" East, 395.00 feet; thence North 89°-49'-43" East, 168.00 feet; thence North 55°-52'-07" East, 165.00 feet; thence North 27°-30'-47" East, 330.00 feet; thence South 53°-42'-01" East, 425.94 feet; thence South 02°-00'-54" West, 80.00 feet; thence South 32°-04'-35" West, 289.20 feet; thence South 09°-09'-40" West, 119.82 feet; thence South 19°-42'-43" East, 99.30 feet; thence South 02°-37'-06" West, 181.70 feet; thence South 19°-53'-30" East, 311.59 feet; thence South 23°-10'-01" East, 378.61 feet; thence South 30°-27'-08" West, 242.73 feet; thence South 04°-16'-43" West, 256.16 feet; thence South 52°-23'-17" West, 530.25 feet; thence South 73°-31'-29" West, 248.65 feet; thence South 39°-47'-19" West, 133.75 feet to the Southeast corner of Outlot D as designated upon said Plat of Shaw Mills of River Run as aforesaid; thence North 05°-49'-29" West, 297.37 feet; thence North 09°-29'-34" West, 60.03 feet; thence North 03°-06'-48" East, 248.00 feet; thence South 56°-57'-57" East, 42.50 feet; thence North 82°-00'-53" East, 143.00 feet; thence North 41°-29'-08" East, 185.00 feet; thence North 28°-15'-50" East, 166.00 feet; thence North 14°-33'-18" West, 230.00 feet; thence North 55°-04'-35" West, 140.00 feet; thence North 76°-52'-49" West, 147.50 feet; thence North 01°-48'-16" East, 204.06 feet to the Northeast corner of that portion of said Subdivision Plat situated East of said Shaw Road (the last 11 previously described courses being along the Easterly line of said Subdivision Plat); thence Southwesterly, along a circular curve to the left having a radius of 500.00 feet and whose center lies to the South to a point (the chord across the last described circular curve course bears South 76°-13'-37" West, 164.58 feet); thence South 66°-45'-15" West, 52.50 feet; thence North 23°-14'-45" West, 25.00 feet; thence South 66°-45'-15" West, 60.00 feet; thence South 23°-14'-45" East, 25.00 feet; thence South 66°-45'-15" West, 150.00 feet; thence North 68°-14'-45" West, 35.36 feet; thence South 66°-45'-15" West, 73.00 feet to the original West Right of Way line of said Shaw Road, being on the Easterly line of that portion of said Plat of Subdivision situated West of Shaw Road (the last 8 previously described courses being along the Northerly line of said Plat of Shaw Mills of River Run as aforesaid); thence North 23°-14'-45" West, along the East line of that portion of the Plat situated West of Shaw Road, 715.46 feet; thence North 23°-04'-48" West, 295.05 feet to the point of beginning. Subject to the rights of the public and State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in Boone County, Illinois. Containing 43.457 acres.

descri-
bes
Parcel
3

PARCEL 4

Part of Section 29, Township 44 North, Range 3 East of the 3rd Principal Meridian, bounded and described as follows to-wit: Beginning at the Southeast corner of the North Half of the Southwest Quarter of said Section; thence South 89°-07'-58" West, along the South line of the North Half of the Southwest Quarter of said Section, 1178.00 feet to a point in the South line of Lot 25 as designated upon Plat No. 1 of River Run Subdivision, the Plat of which Subdivision being recorded in Plat Index File Envelope 294A as Document No. 2004R03731 in the Recorder's Office of Boone

affects 05-24-328-012. #describes

County, Illinois; thence North 39°-40'-24" East, 91.79 feet; thence North 85°-52'-10" East, 186.52 feet; thence North 29°-20'-35" East, 214.61 feet; thence North 78°-19'-28" East, 501.59 feet to the Southwesterly production of the Southerly line of Lot 16 as designated upon said Plat (the last 4 previously described courses being along the Southerly line of said Plat and the Easterly production thereof); thence North 40°-54'-24" East, along the Southerly line of said Lot 16, Lot 17 and the Southwesterly extension thereof, 387.92 feet to the Southeast corner of said Lot 16; thence South 89°-59'-06" East, along the Southerly line of said Plat of Subdivision, 83.00 feet to the Southeast corner thereof; thence South 00°-00'-54" West, along the East line of the Southwest Quarter of said Section, 648.00 feet to the point of beginning. Subject to the rights of the public and State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in Boone County, Illinois. Containing 8.491 acres.

Parcel 4

PARCEL 5

affects p. VIII + p. IV. describes Parcel

Part of Sections 29 and 30 all in Township 44 North, Range 3 East of the 3rd Principal Meridian, bounded and described as follows to-wit: Beginning at the Northwest corner of the Northwest Quarter of said Section 29; thence South 89°-46'-36" West, along the North line of the Northeast Quarter of said Section 30, a distance of 656.92 feet to the Northeast corner of premises conveyed by instrument recorded as Document No. 97-4116 in the Recorder's Office of Boone County, Illinois; thence South 19°-14'-22" East, along the East line of said last mentioned premises and along the East lines of premises conveyed by instrument recorded as Document No. 02-R15315 and premises conveyed by instrument recorded as Document No. 05-R07745 in said Recorder's Office, 850.99 feet to the Southeast corner of said premises recorded as Document No. 05-R07745 as aforesaid; thence South 38°-44'-11" East, 150.00 feet; thence North 71°-35'-40" East, 1029.29 feet; thence North 34°-34'-44" East, 300.00 feet; thence North 00°-59'-41" West, 300.00 feet to a line which is 66.00 feet perpendicularly distant South from and parallel with the North line of the Northwest Quarter of said Section 29; thence North 89°-00'-19" East, along said last mentioned parallel line, 1840.00 feet to the East line of the Northwest Quarter of said Section 29; thence North 00°-00'-54" East, along the East line of the Northwest Quarter of said Section 29, a distance of 66.00 feet to the Northeast corner of the Northwest Quarter of said Section 29; thence South 89°-00'-19" West, along the North line of the Northwest Quarter of said Section 29, a distance of 2699.19 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. Also subject to an easement for ingress and egress recorded as Document No. 15409 in said Recorder's Office. Situated in Boone County, Illinois. Containing 26.263 acres.

Parcel 5

PARCEL 6

Part of the Southwest Quarter of Section 20, Township 44 North, Range 3 East of the 3rd Principal Meridian, bounded and described as follows to-wit: Beginning at the Southwest corner of the Southwest Quarter of said Section; thence North 00°-22'-05" West, along the West line of the Southwest Quarter of said Section, 1295.23 feet; thence North 89°-00'-19" East, parallel with the

affects P.I. describes

*parcel
6*

South line of said Section, 2712.85 feet to the East line of the Southwest Quarter of said Section; thence South 00°-14'-10" West, along the East line of the Southwest Quarter of said Section, 627.98 feet to a point which bears North 00°-14'-10" East, 667.47 feet from the Southeast corner of the Southwest Quarter of said Section; thence South 89°-00'-19" West, parallel with the South line of the Southwest Quarter of said Section, 667.47 feet; thence South 00°-14'-10" West, parallel with the East line of the Southwest Quarter of said Section, 667.47 feet to the South line of the Southwest Quarter of said Section; thence South 89°-00'-19" West, along the South line of the Southwest Quarter of said Section, 2031.72 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. Also subject to an easement for ingress and egress recorded as Document No. 15409 in said Recorder's Office. Situated in Boone County, Illinois. Containing 70.232 acres.

PINS:

05-20-300-005
05-20-300-010
05-20-451-001
05-29-100-004
05-29-200-005
05-29-300-004
05-30-200-013
05-30-200-014
05-30-200-016
05-30-327-001
05-30-327-005
05-30-379-001
05-30-400-010
05-30-400-011
05-30-400-014

EXHIBIT C
LEGAL DESCRIPTION OF SUBJECT PROPERTY
(VERONA PLATTED LOTS)

Platted Lots In title with Verona Properties, LLC:

Lots 1, 3, 7, 13, 19, 23, 29, 30 River Run Subdivision Plat No. 1 the Plat of which Subdivision being recorded in Plat Index File Envelope 294A as Document No. 2004R03731 in the Recorder's Office of Boone County, Illinois.

PINS:

05-29-301-001

05-29-302-004

05-29-326-002

05-29-326-006

05-29-326-012

05-29-327-001

05-29-328-002

05-29-328-006

05-29-328-012

**PRESERVATION
COVENANT**FILED FOR RECORD
BOONE COUNTY, ILL.

2003 SEP 16 PM 1:54

Sylvia C. Schroeder
BOONE COUNTY RECORDER

THIS PRESERVATION COVENANT is made this 15th day of September 2003 by the Hardeman Company.

In consideration of the conveyance of certain real property, hereinafter referred to as the Distillery Road Site, located in Boone County, Illinois, which is more fully described as:

See attached Exhibit A

The Hardeman Company hereby covenants on behalf of itself, its successors, and assigns at all times to the Illinois Historic Preservation Agency to maintain and preserve archaeological sites 11-BO-239, 11-BO-240, 11-BO-241 and 11-BO-242 as follows:

See attached Exhibit B for legal description of sites

1. The Hardeman Company shall preserve and maintain archaeological sites 11-BO-239, 11-BO-240, 11-BO-241 and 11-BO-242 in their present condition in order to preserve and enhance those qualities that make these archaeological sites potentially eligible for inclusion in the National Register of Historic Places.
2. No construction, alteration or disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on archaeological sites 11-BO-239, 11-BO-240, 11-BO-241 and 11-BO-242 which would affect the integrity or the archaeological value of these sites without the express prior written permission of the Illinois Historic Preservation Agency signed by a fully authorized representative thereof.
3. The Illinois Historic Preservation Agency shall be permitted at all reasonable times to inspect these archaeological sites in order to ascertain if the above conditions are being observed.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Illinois Historic Preservation Agency may, following reasonable notice to the Hardeman Company, institute suit to enjoin said violation or to require the restoration of the archaeological sites.

5. The Hardeman Company agrees that the Illinois Historic Preservation Agency may at its discretion, without prior notice to the Hardeman Company, convey and assign all or part of its rights and responsibilities contained herein to a third party.

This covenant is binding on the Hardeman Company, its heirs, successors, and assigns in perpetuity. All restrictions, stipulations, and covenants contained herein shall be inserted by the Hardeman Company verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Distillery Road Site or any part thereof.

7. The failure of the Illinois Historic Preservation Agency to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenant shall be a binding servitude upon the Distillery Road Site and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the Hardeman Company agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF the Hardeman Company has caused this instrument to be executed on the date first written above.

THE HARDEMAN COMPANY

By: Gordon D. Lucas
Gordon D. Lucas, President

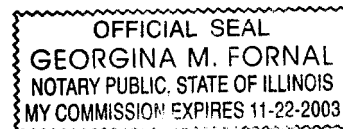
STATE OF ILLINOIS)
)SS.
COUNTY OF Winnebago)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that above named officer of The Hardeman Company, Gordon D. Lucas, President is personally known to me to be the same person whose name is subscribed to the foregoing instrument and as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of Sept., 2003.

Georgina M. Fornal
Notary Public

Prepared By & Return To:
Hinshaw & Culbertson
100 Park Ave,
Rockford, IL 61101
Attention: Carol A. Lockwood



03 R16087

EXHIBIT A

Legal Description of Distillery Road Site

Part of the East Half (1/2) of Section Thirty (30), Township Forty-four (44) North, Range Three (3) East of the Third (3rd) Principal Meridian bounded and described as follows to-wit: Beginning at a point in the North line of the Southeast Quarter of said Section which bears South 89 degrees 17 minutes 09 seconds West, 750.56 feet from the Northeast corner of the Southeast Quarter of said Section; thence South 32 degrees 19 minutes 57 seconds West, 162.55 feet; thence South 03 degrees 10 minutes 45 seconds West, 243.50 feet; thence North 89 degrees 16 minutes 49 seconds West, 258.00 feet; thence North 05 degrees 28 minutes 16 seconds East, 334.00 feet; thence North 31 degrees 22 minutes 07 seconds East, 266.50 feet; thence South 58 degrees 09 minutes 45 seconds East, 256.50 feet; thence South 32 degrees 19 minutes 57 seconds West, 56.21 feet to the point of beginning. Situated in Boone County, Illinois. Containing 3.086 acres.

Part of the Southeast Quarter (1/4) of Section Thirty (30), Township Forty-four (44) North, Range Three (3) East of the Third (3rd) Principal Meridian bounded and described as follows to-wit: Commencing at the Northeast corner of the Southeast Quarter of said Section; thence South 89 degrees 17 minutes 09 seconds West, along the North line of the Southeast Quarter of said Section; 750.56 feet; thence South 00 degrees 42 minutes 51 seconds East, at right angles from the preceding course, 435.44 feet to the point of beginning for the following described easement; thence South 85 degrees 52 minutes 15 seconds East, 75.94 feet; thence South 11 degrees 45 minutes 36 seconds West, 377.00 feet; thence South 45 degrees 36 minutes 30 seconds East, 177.00 feet; thence South 46 degrees 04 minutes 20 seconds West, 370.70 feet; thence South 72 degrees 11 minutes 59 seconds West, 170.70 feet; thence North 02 degrees 21 minutes 17 seconds East, 304.00 feet; thence North 12 degrees 37 minutes 51 seconds East, 529.50 feet; thence South 85 degrees 52 minutes 15 seconds East, 176.31 feet to the point of beginning. Situated in Boone County, Illinois. Containing 5.007 Acres

All of the above situated in the County of Boone and the State of Illinois.

PINS:

part of 05-30-200-008

part of 05-30-400-004

03 R16087

EXHIBIT B

Legal Descriptions of Sites

The legal descriptions contain an area of fifty (50) feet clearance around the respective sites.

Contains Site 11-BO-239:

Part of the East Half (1/2) of Section Thirty (30), Township Forty-four (44) North, Range Three (3) East of the Third (3rd) Principal Meridian bounded and described as follows to-wit: Beginning at a point in the North line of the Southeast Quarter of said Section which bears South 89 degrees 17 minutes 09 seconds West, 750.56 feet from the Northeast corner of the Southeast Quarter of said Section; thence South 32 degrees 19 minutes 57 seconds West, 162.55 feet; thence South 03 degrees 10 minutes 45 seconds West, 243.50 feet; thence North 89 degrees 16 minutes 49 seconds West, 258.00 feet; thence North 05 degrees 28 minutes 16 seconds East, 334.00 feet; thence North 31 degrees 22 minutes 07 seconds East, 266.50 feet; thence South 58 degrees 09 minutes 45 seconds East, 256.50 feet; thence South 32 degrees 19 minutes 57 seconds West, 56.21 feet to the point of beginning. Situated in Boone County, Illinois. Containing 3.086 acres.

Also, containing Sites: 11-BO-240, 11-BO-241, and 11-BO-242

Part of the Southeast Quarter (1/4) of Section Thirty (30), Township Forty-four (44) North, Range Three (3) East of the Third (3rd) Principal Meridian bounded and described as follows to-wit: Commencing at the Northeast corner of the Southeast Quarter of said Section; thence South 89 degrees 17 minutes 09 seconds West, along the North line of the Southeast Quarter of said Section; 750.56 feet; thence South 00 degrees 42 minutes 51 seconds East, at right angles from the preceding course, 435.44 feet to the point of beginning for the following described easement; thence South 85 degrees 52 minutes 15 seconds East, 75.94 feet; thence South 11 degrees 45 minutes 36 seconds West, 377.00 feet; thence South 45 degrees 36 minutes 30 seconds East, 177.00 feet; thence South 46 degrees 04 minutes 20 seconds West, 370.70 feet; thence South 72 degrees 11 minutes 59 seconds West, 170.70 feet; thence North 02 degrees 21 minutes 17 seconds East, 304.00 feet; thence North 12 degrees 37 minutes 51 seconds East, 529.50 feet; thence South 85 degrees 52 minutes 15 seconds East, 176.31 feet to the point of beginning. Situated in Boone County, Illinois. Containing 5.007 Acres.

RIGHT OF WAY PERMIT

FORM 304

Received of GENERAL TELEPHONE COMPANY OF ILLINOIS, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across the land hereinafter specifically described which said land is included in the public highway, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in

Boone County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land hereinafter described, with the right to permit the attachment of the wires of any other Company. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows: A part of the Southwest One-Quarter (SW 1/4) of Section 30; Township 44 North, Range 3 East.

The buried facilities to be placed within the road right-of-way on the East side of the road now designated as Shaw Road.

WITNESS his hand and seal this 1st day of June, A.D. 1976.

STATE OF ILLINOIS

COUNTY OF Boone

SS.

Frederick W. Shappert (SEAL)

(SEAL)

I, Ronald P. Larson, a Notary Public in and for said County and State, do hereby certify that Frederick W. Shappert personally known to me and 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 1st day of June, A.D. 1976.

7423 Shaw Road

Belvidere, Illinois 61008

My Commission Expires June 13, 1978
PAGE 1

Ronald P. Larson
Notary Public Ronald P. Larson

Prepared By: R. P. Larson, GT of I
LLC W. Locust St. Belvidere

76-1898

" Document No. 76-1898 filed for Record in Recorder's Office of
Boone County, Illinois June 21, 1976 at 11⁰⁸ o'clock A M.

Debra E. Whitmeyer
clerk.

Recorder of Deeds

BOONE COUNTY, ILLINOIS RECORDER FOR INFORMATIONAL PURPOSES ONLY

76-1898

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