

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Title Underwriters Agency

(File Number: BB299725COM)

Auction Tracts 3 - 10

(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: BB299725COM
Issuing Office File Number: BB299725COM
Property Address: Multiple Lots - River Run Sub, 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:
Verona Properties, LLC
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. BB299725COM

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. Warranty Deed from Verona Properties, LLC 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. Presentation of Proof that Verona Properties, LLC has properly filed its Articles of Organization with the Illinois Secretary of State. Presentation of a copy of the Operating Agreement, if any, together with any amendments thereto. Presentation of a list of incumbent managers or of incumbent members if managers have not been approved. Certification that no event of dissolution has occurred.

A resolution that both authorizes the contemplated transaction and authorizes and names the appropriate signatories to execute the transaction documentation..

NOTE: In the event of a sale of all or substantially all of the assets of the L.L.C. or of a sale of L.L.C. Assets to member or manager, we should be furnished a copy of a resolution authorizing the transaction adopted by the members of L.L.C.

We should be provided with a copy of the Articles of Organization and the Operating Agreement, as well as Amendments thereto, if any, 72 hours prior to closing.

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.

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Commitment No. BB299725COM

SCHEDULE B
(Continued)

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.

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.

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Commitment No. BB299725COM

SCHEDULE B
(Continued)

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.
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.

(Lot 1) P.I.N. Number: 05-29-301-001 (2020 \$205.92)
Lot Dimensions: 112 x 288 169.60 x 288

(Lot 3) P.I.N. Number: 05-29-326-002 (2020 \$190.76)
Lot Dimensions: 130 x 286

(Lot 7) P.I.N. Number: 05-29-326-006 (2020 \$177.56)
Lot Dimensions: 156.87 x 291.59 x 73.11 x 313.77

(Lot 13) P.I.N. Number: 05-29-326-012 (2020 \$250.88)
Lot Dimensions: 126.27 x 287 x 218.49 x 294

(Lot 19) P.I.N. Number: 05-29-328-006 (2020 \$243.14)
Lot Dimensions: 136.07 x 298.92 x 175.91 x 313.74

(Lot 23) P.I.N. Number: 05-29-328-002 (2020 \$270.58)
Lot Dimensions: 170.13 x 359.78 x 118.25 x 360.93

(Lot 29) P.I.N. Number: 05-29-302-004 (2020 \$268.20)
Lot Dimensions: 116.15 x 279.97 x 251.45 x 300

(Lot 30) P.I.N. Number: 05-29-327-001 (2020 \$243.36)
Lot Dimensions: 160 x 291.02 x 166.60 x 279.97
Township Belvidere
8. Ordinance #560G, An Ordinance Annexing Certain Territory to the City of Belvidere, Boone County, Illinois as contained in instrument recorded as Document No. 03R08032.
9. 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. BB299725COM

SCHEDULE B
(Continued)

10. 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.
11. 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.
12. Declaration of Covenants and Restrictions as contained in instrument recorded as Document No. 04R07126; Re-Recorded as Document No. 04R08555.
13. Grant of Construction Use and Easement as contained in instrument recorded as Document No. 04R08803.
14. Resolution Accepting Public Improvements of Plat #1 of the River Run Subdivision as contained in instrument recorded as Document No. 2013R03259.
15. Building set back lines and easements as shown on recorded plat of River Run Subdivision.
16. Notes as contained on recorded plat as follows:

There shall be no direct access to Distillery Road from Lots 14 or 15.

All landscaping located within public right-of-way shall not interfere with the City of Belvidere's utilities and all landscaping shall be maintained by the subdivision Homeowner's Association.

Lots 14, 15 and 21 are to be maintained by the Homeowner's Association.

Lots 14 and 15 are non-buildable and are to be used for landscaping and bike path construction.

Lot 21 is to be used for storm water detention only.

100 year flood line as designated upon Flood Insurance Rate Map, Community-Panel No. 170807 0040 B dated November 17, 1982, Boone County, Illinois.

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Commitment No. BB299725COM

EXHIBIT A

Lots One (1), Three (3), Seven (7), Thirteen (13), Nineteen (19), Twenty three (23), Twenty-nine (29) and Thirty (30) as designated upon Plat No. 1 of River Run Subdivision, being a subdivision of part of the West Half (1/2) of Section 29, Township 44 North, Range 3 East of the Third Principal Meridian, the Plat of which Subdivision is recorded as Document No. 2004R03731 in Plat File Envelope 294-A in the Recorder's Office of Boone County, Illinois; situated in the County of Boone and State of Illinois.

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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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

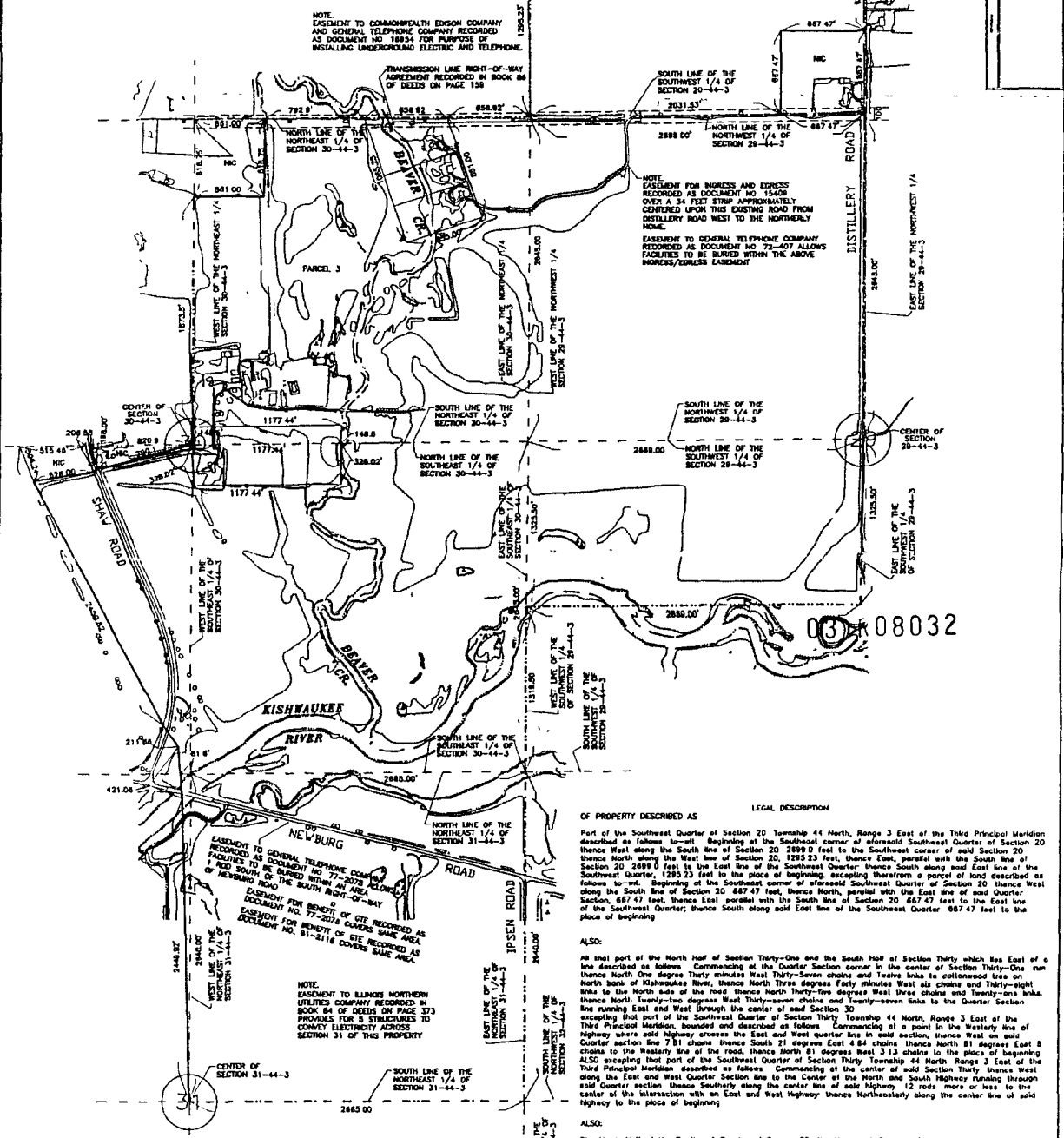
NOTE:
EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY RECORDED IN BOOK 84 OF DEEDS PAGE 131 GRANTS PERMISSION TO ESTABLISH LINES UPON THE ROADS SITUATED IN SECTION 31 OF THIS PROPERTY

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 328 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 2899.00 feet to the Southwest corner of said Section 20 thence North along the West line of Section 20 1299.23 feet, thence East, parallel with the South line of Section 20 2899.00 feet to the East line of the Southwest Quarter thence South along said East line of the Southwest Quarter 1299.23 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:

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

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 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

Order No. 3523

HERITAGE ENGINEERING LTD
433 South Phelps Avenue
Rockford Illinois 61109
John P. Matburg I.P.S. 635-002224

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 31 AND 31 OF THIS PROPERTY.

EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY RECORDED IN BOOK 86 OF DEEDS 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 335 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 10034 FOR PURPOSE OF INSTALLING UNDERGROUND ELECTRIC AND TELEPHONE.

TRANSMISSION LINE RIGHT-OF-WAY AGREEMENT RECORDED IN BOOK 88 OF DEEDS ON PAGE 159

SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20-44-3

NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20-44-3

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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 North 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, 1299.23 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, 1299.23 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

AN that part of the North Half of Section Thirty-One and the South Half of Section Thirty which lie 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-seven chains and Twelve links to cottonwood line on North bank of Kishwaukee River, thence North, Thence North Thirty-five degrees 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-one 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, thence North, Thence North Thirty-five 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 the Northwest corner of said Quarter Section, thence South on West line of said Quarter Section, thirty-seven rods to the One-half road; more or less, to the place of beginning; or allocated in Township 44 North, Range 3 East of the Third Principal Meridian

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 rods to the One-half road; more or less, to the place of beginning; or allocated 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. Mathurg, I.P.L.S 635-002224

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 274 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.

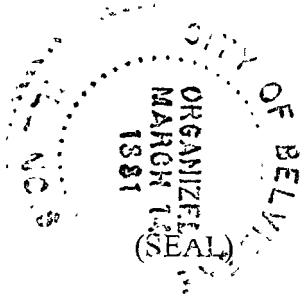
SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

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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FILED FOR RECORD
BOONE COUNTY, IL

2003 JUN 18 PM 2:36

Sylvia E. Schneider

BOONE COUNTY RECORDER

BOONE COUNTY, ILLINOIS RECORDED 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,

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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.

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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:

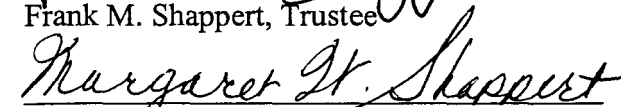
(Being the Owners of the Property
and currently fifty one percent of the
electors.)

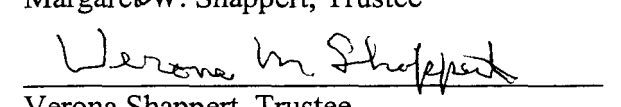
The Hardeman Company

By: 

Its: President


Frank M. Shappert, Trustee


Margaret W. Shappert, Trustee

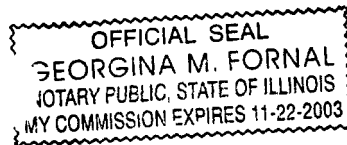

Verona Shappert, Trustee

03 R09885

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



03 R09885

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

03 R09885

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

03 R09885



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

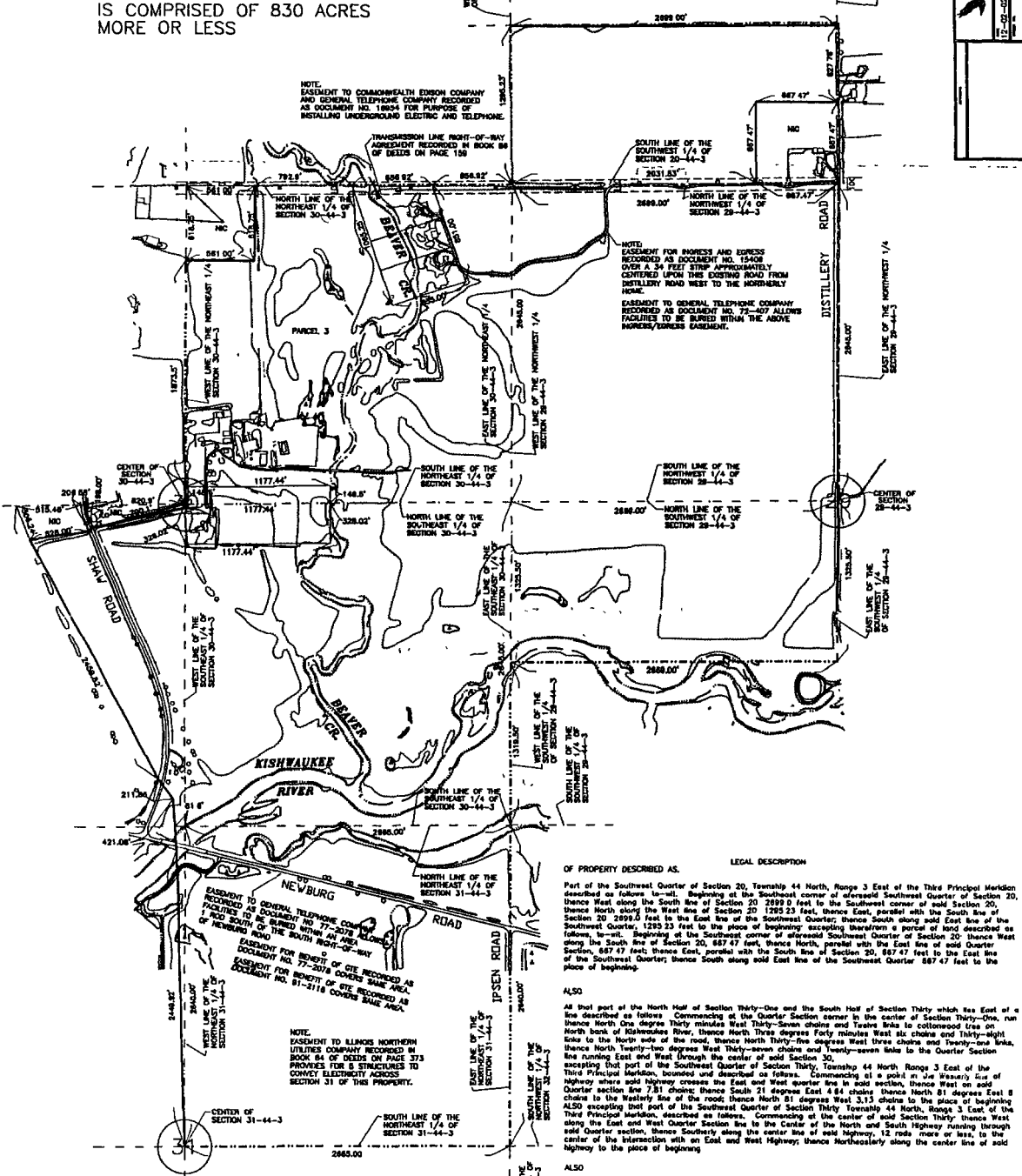
TOTAL AREA OF THIS PROPERTY
IS COMPRISED OF 830 ACRES
MORE OR LESS

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 HORSEBURY
ROAD.

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.

LEGAL DESCRIPTION
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 along the East and West Quarter Section line to the Center of the North and South Highway running through said Quarter section, thence South 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 Northwesterly 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 line of said Section, thence East and West, an 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, 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

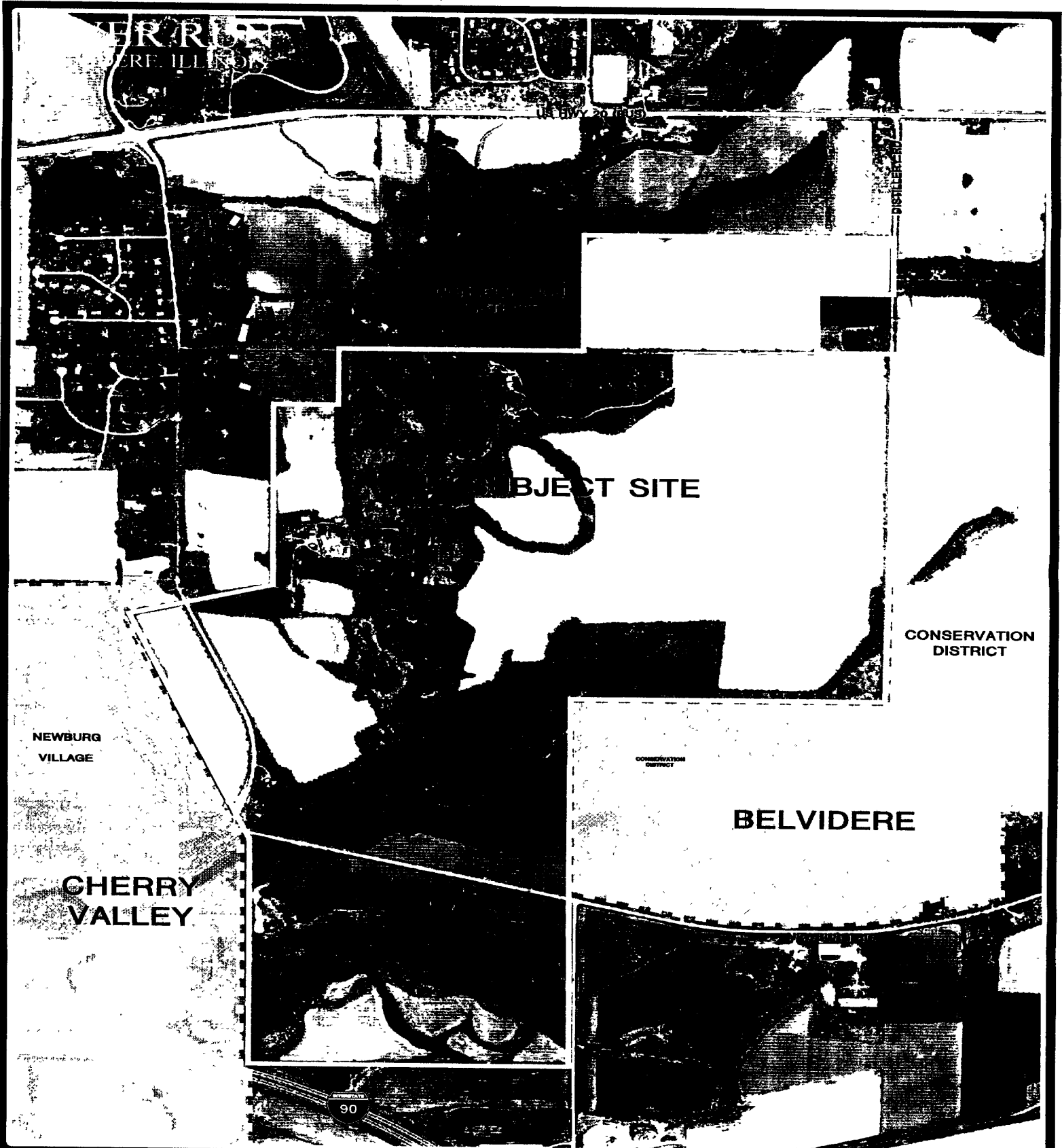
S88604 80

22

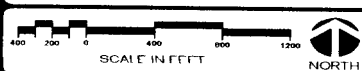
EXHIBIT C
SITE CONCEPT PLAN

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
AJS

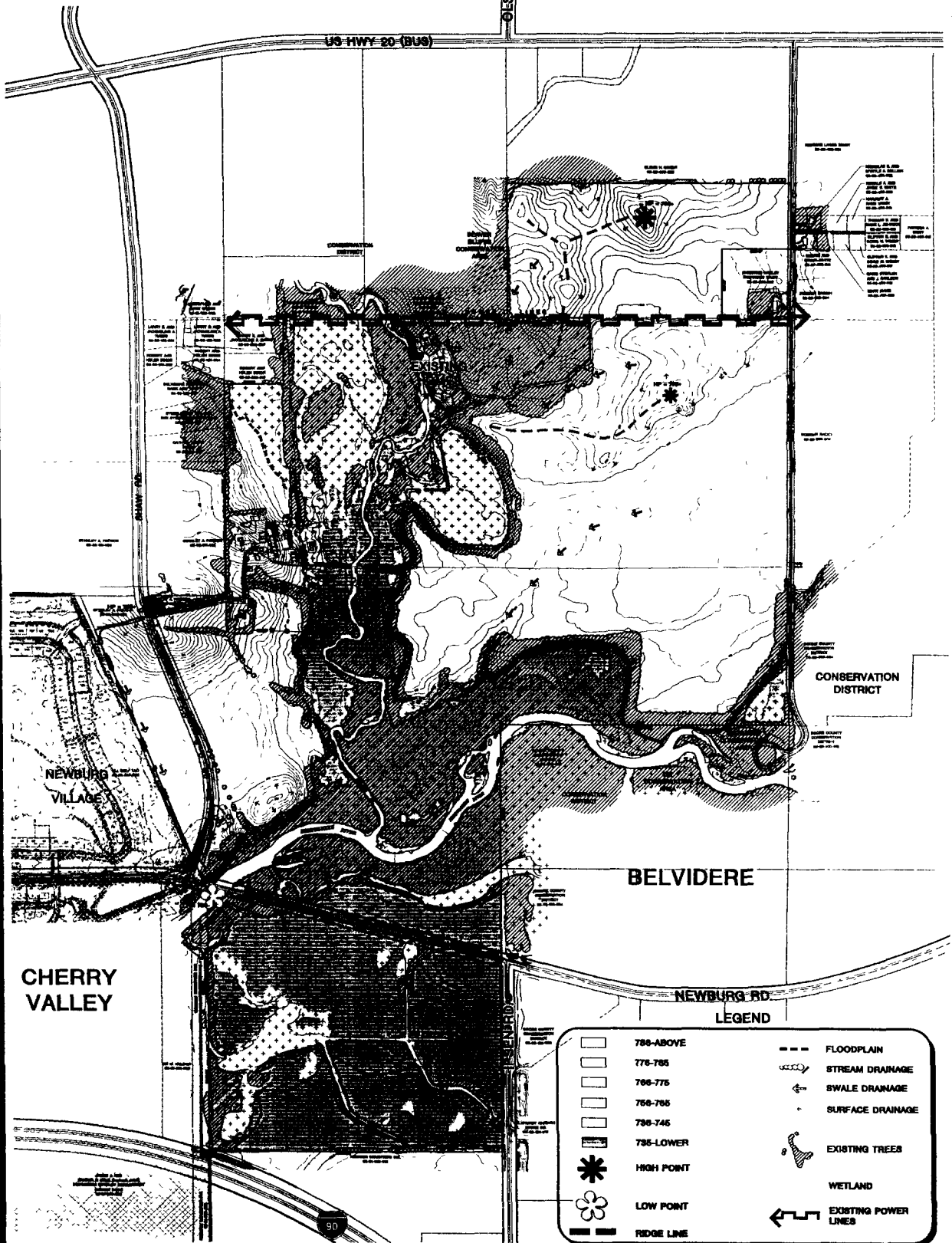
REVISION
(03/20)

DATE
1/1/03

JOB NO.
0225

DRAWN: JAM: C:\project\belvidere\20100227\Drawing Date: 12/1/10 Project: Belvidere Site Analysis/Design Analysis Date: PRINTED: May 14, 2003 5:48pm

RIVER RUN BELVIDERE, ILLINOIS



<p>SITE ANALYSIS</p> <p>SCALE IN FEET</p> <p>NORTH</p>	<p>Lannert Group Landscape Architecture • Planning • Community Consulting</p> <p>215 Fulton Street Rockford, IL 61108</p> <p>(815) 226-0200 Fax: (815) 226-0202 http://www.lannert.com lg@lannert.com</p>	<p>THE HARDEMAN COMPANY</p> <p>4771 EAST STATE STREET ROCKFORD, IL 61108</p> <p>(815) 226-0800 (815) 226-0805 (fax)</p>	<p>DATE: 03/11/11</p> <p>BY: JAM</p> <p>NO. 0225</p>
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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

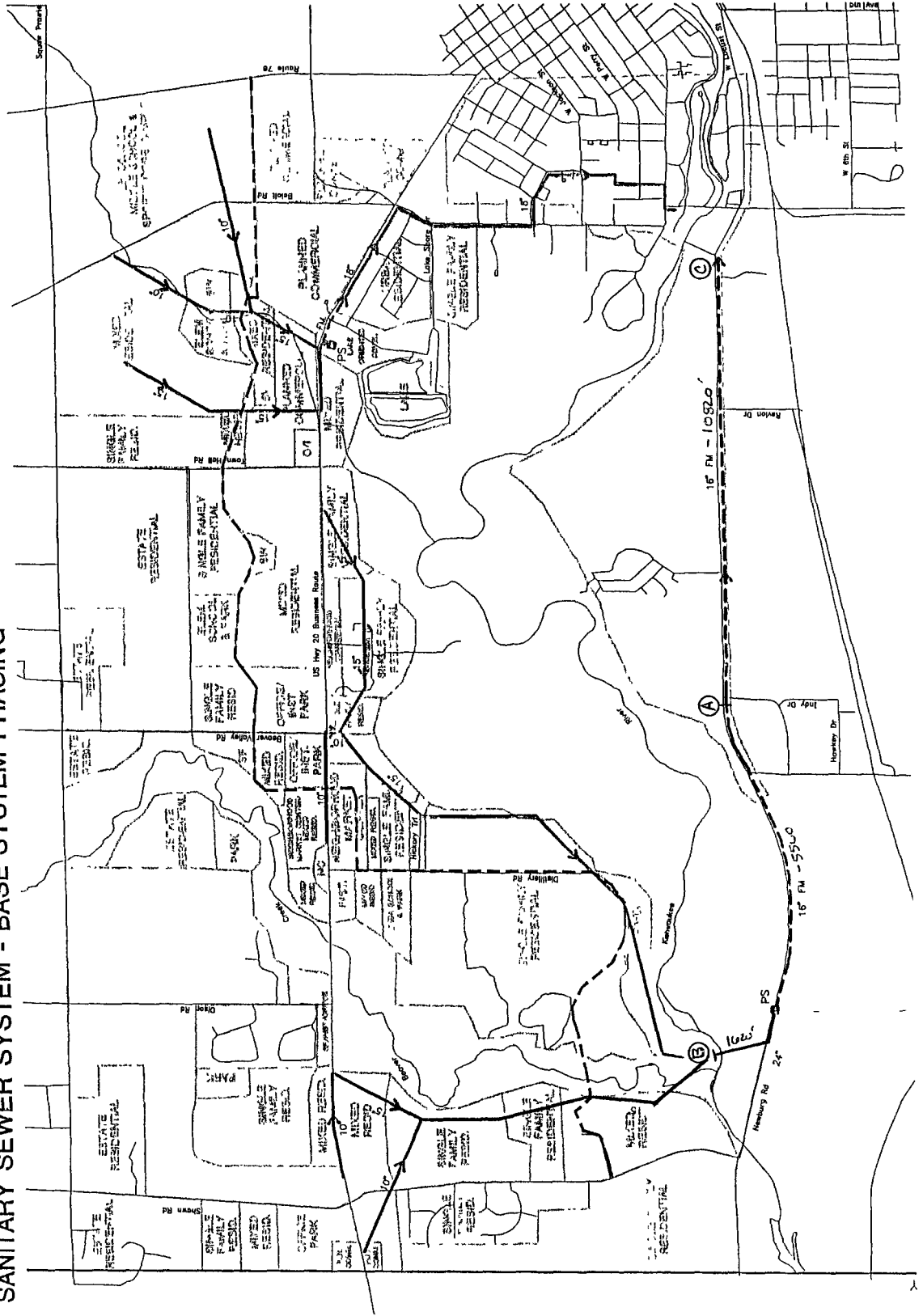
Lannert Group Concept Plan, Sheet 5 Job No. 0255

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



03 R09885

RIVER RUN

BELVIDERE, ILLINOIS

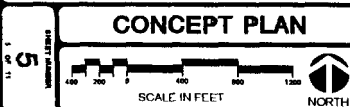
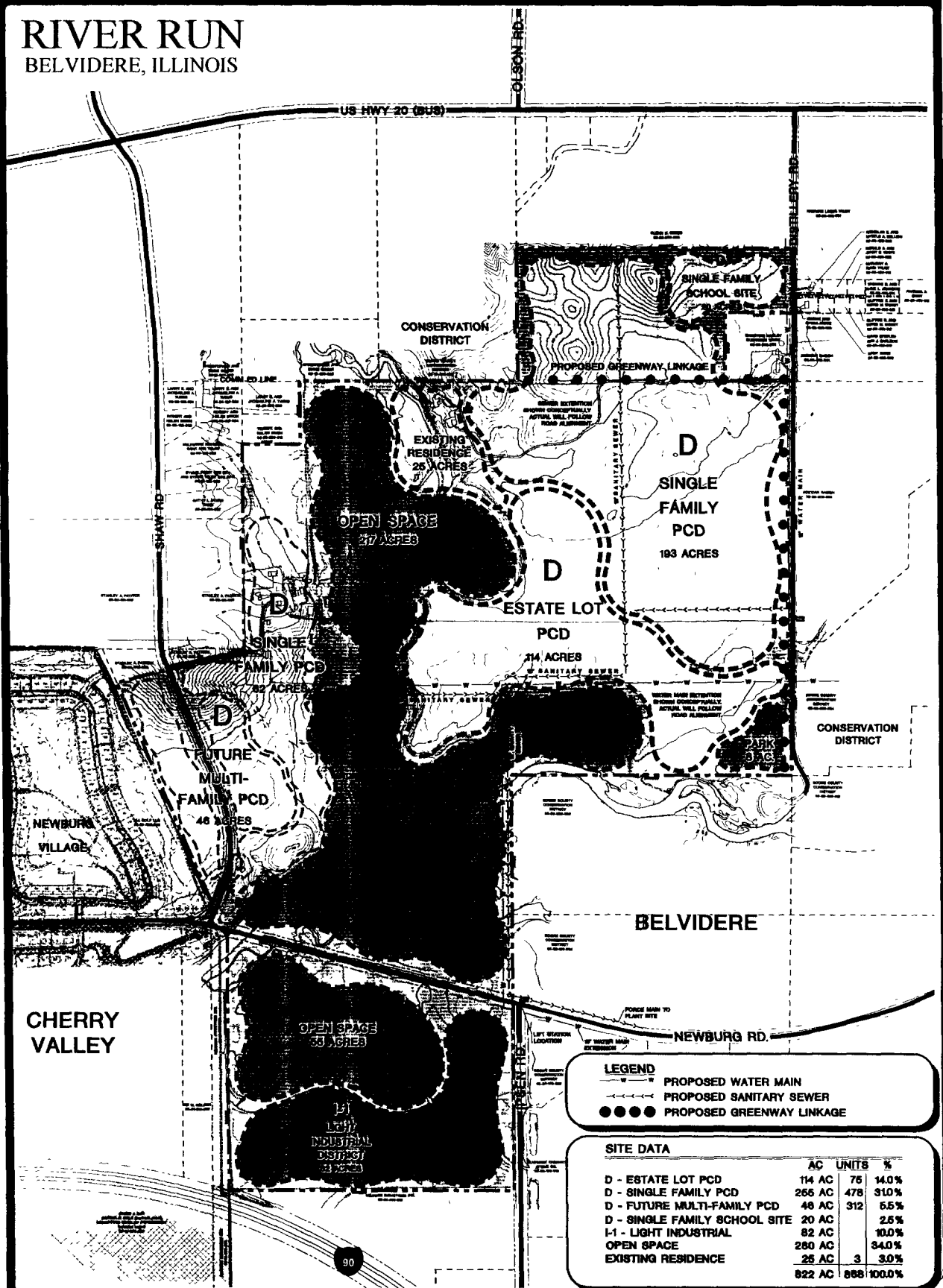


EXHIBIT D-3

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

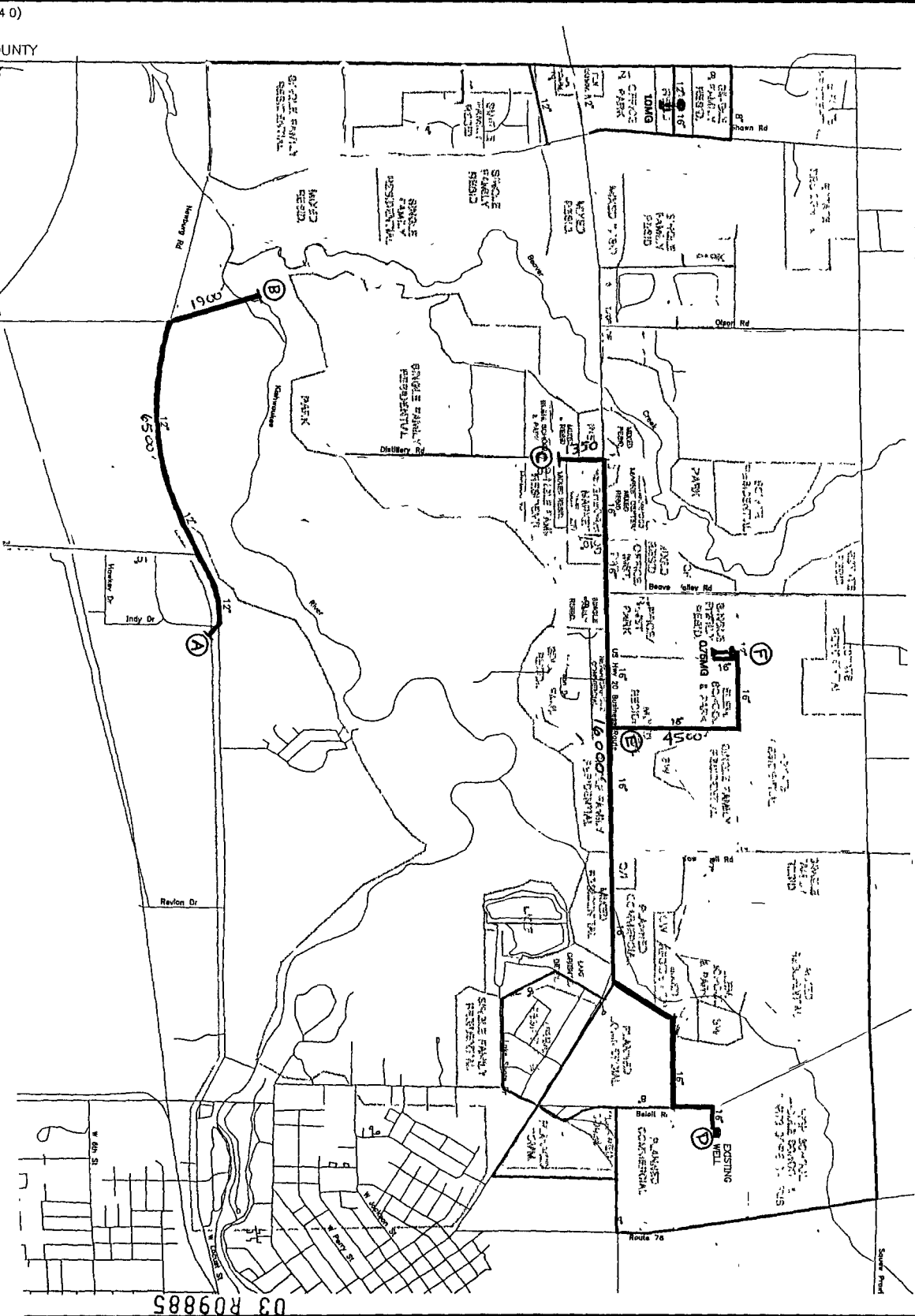
03 R09885

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.

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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

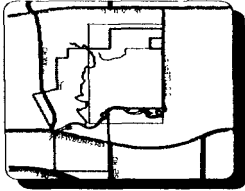
H-2: Lannert Group Job No. 0225 Sheet number 6 General Development Plan

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. ENNA 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
05-20-400-004

BOZIDAR RACIC
05-20-400-003

BOONE COUNTY
CONSERVATION
DISTRICT
05-20-400-004

BOONE COUNTY
CONSERVATION
DISTRICT
05-20-400-012

SITE DATA TABLE

	# OF UNITS	ACRES
ESTATE HOMES	75	96
SINGLE FAMILY	868	165
RIGHT OF WAY	-	57
OPEN SPACE	-	104
TOTAL	433	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

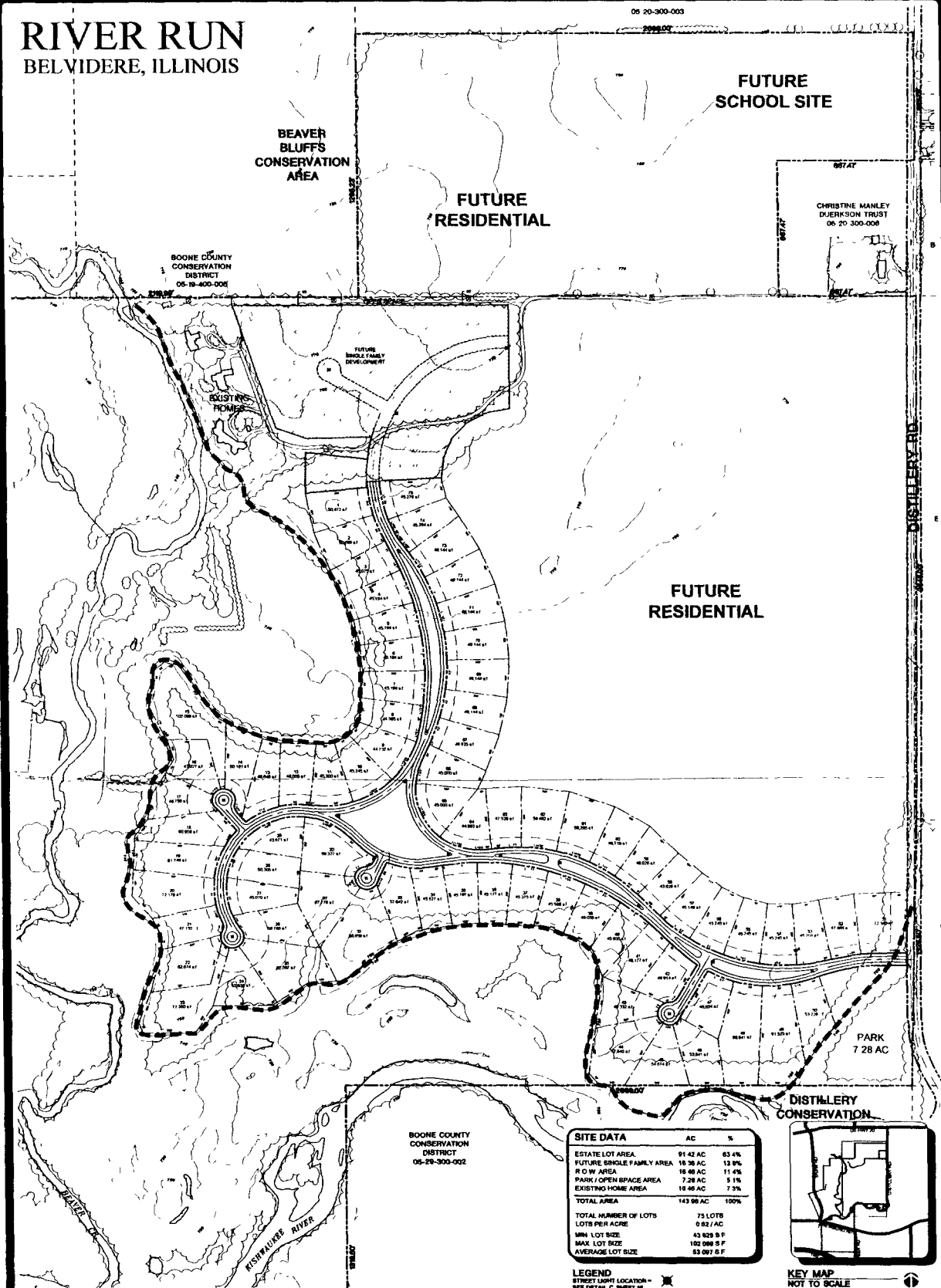
4777 EAST STATE STREET
ROCKFORD, IL 61108
(815) 225-0800
(815) 225-0800 (Fax)

DATE	REVISION	BY	NO.
1/17/03	03/10/03		0225

DRAWING NAME: S:\Project\7\Belvidere\Joh\0205\Drawing Data\3\Planning\Preliminary Plan.dwg DATE PRINTED: May 15, 2012 9:20am

RIVER RUN

BELVIDERE, ILLINOIS



PRELIMINARY 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 61106
 (815) 226-0800
 (815) 226-0806 (fax)

DATE	11/17/03
BY	03/13/03
SCALE	1" = 40'
PROJECT	03/13/03
DATE	03/13/03
BY	03/13/03
SCALE	1" = 40'
PROJECT	03/13/03

ROONE COUNTY
CONSERVATION
DISTRICT
05 14 400 005

2119.99

GLENN H. GLENN
D-20 300 (1)

7

LESLINE OFFICE
TELEPHONE 527-5757
OAS 20-2 1996

1. Fe^{2+} and Al^{3+}
2. Fe^{3+} and Al^{3+}
3. Fe^{2+} and Fe^{3+}
4. Fe^{3+} and Fe^{2+}

17 JAN 1963
14 01 30 00

$$\begin{aligned} (1) \quad & H^1(X, \mathbb{Z}) \cong H^1(\mathbb{C}P^2, \mathbb{Z}) \\ & \cong \mathbb{Z} \oplus \mathbb{Z} \oplus \mathbb{Z} \end{aligned}$$

BOOK CONTAINS
CONSERVATION
DISTRICT
16, 29, 30, 31

BOONE COUNTY
CONSERVATION
DISTRICT
OF BOONE COUNTY

100

215 Fulton Street
Geneva, Illinois, 60134

ROCKFORD, IL 611
(815) 226-0800
(815) 226-0806 (fax)

DRAWN BY

JOE NO 0221

DATE

25

12 OF

200 100 0 200

SCALE IN FEET



NORTH

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.

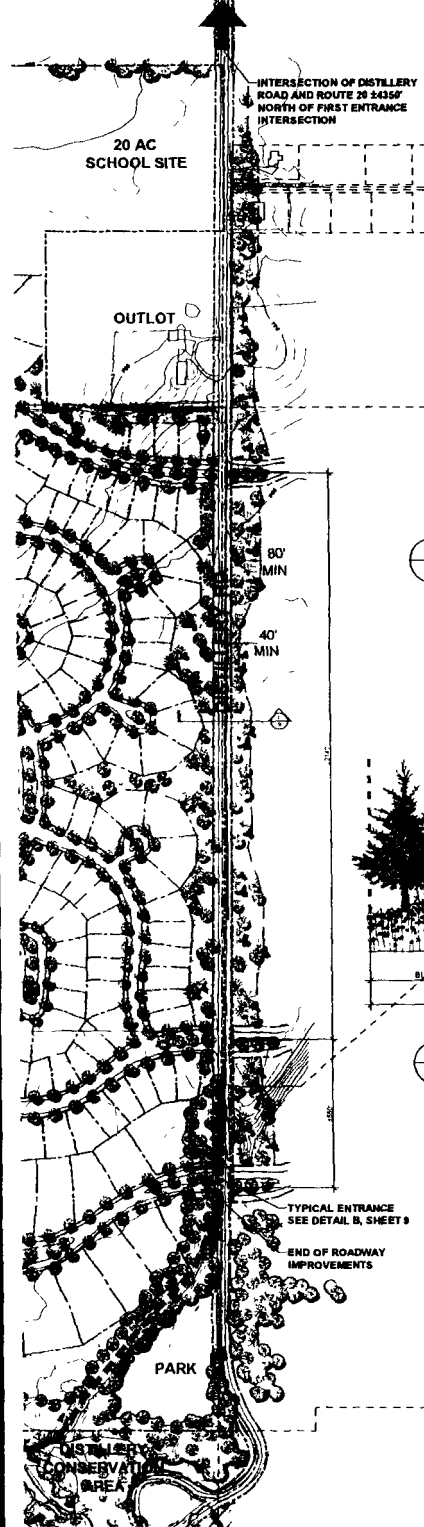
(C) Owners shall complete their improvements to Distillery Road in conjunction with Belvidere Township's completion of their obligations for improvements to Distillery Road, at a date no later than December 31, 2005.

03 R09885

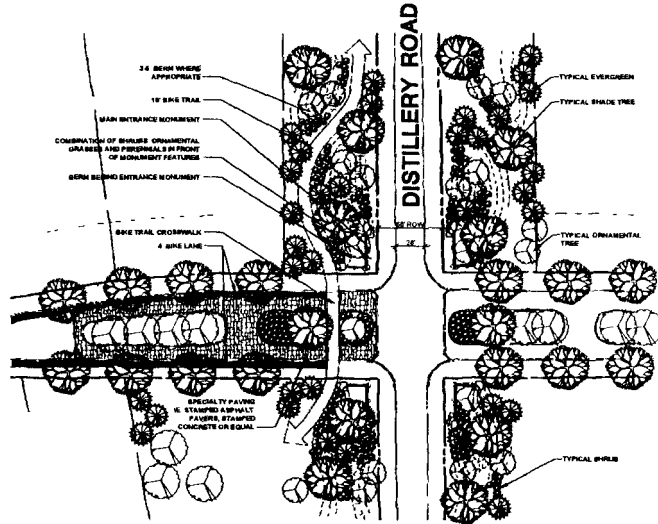
03 R09885

DRAWING NAME: 5. Project Five Years into the Future; Drawing Date: 11/11/03; Landscape Architect: Wendy L. Lannert; Landscape Plan: Wendy L. Lannert; Plan: Wendy L. Lannert; Plan: Wendy L. Lannert; DATE: 11/11/03; 11/11/03

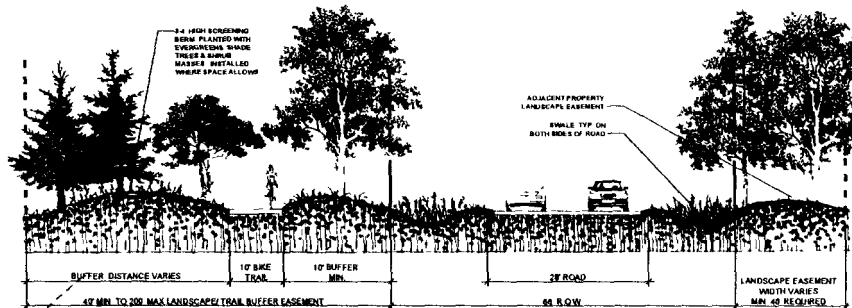
RIVER RUN BELVIDERE, ILLINOIS



A
ROADWAY LANDSCAPE PLAN
SCALE: 1" = 200'



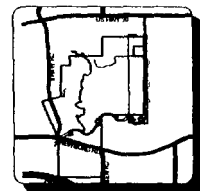
B
TYPICAL INTERSECTION PLAN
SCALE: 1" = 50'



C
ROADWAY CROSS SECTION
SCALE: 1" = 10'

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



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lg@lannert.com

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

DATE	11/11/03
BY	WLL
CHECKED	WLL
APPROVED	WLL
SCALE	1" = 100'

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.

03 R09885

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.

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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.

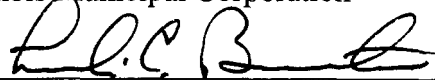
Owners will create and record covenants and restrictions for each phase of development. Owners agree to submit said covenants and restrictions to the City for City review prior to final plat approval and prior to recording of said covenants and restrictions. The City shall have the right to comment on, 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

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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.

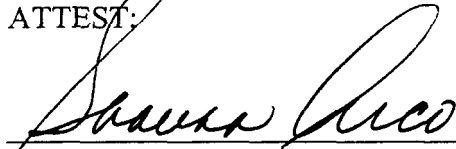
City: City of Belvidere,
an Illinois Municipal Corporation

by:



Mayor

ATTEST:



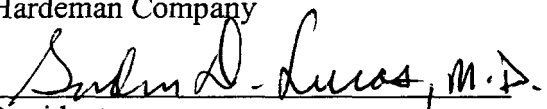
City Clerk

OWNERS:

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

The Hardeman Company

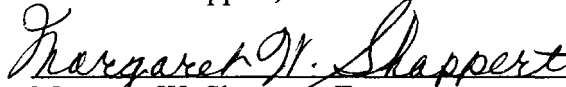
By:



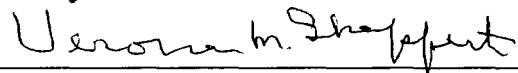
Its: President



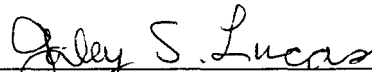
Frank M. Shappert, Trustee



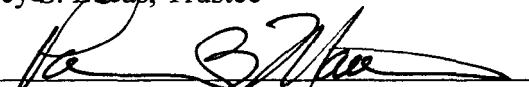
Margaret W. Shappert, Trustee



Verona Shappert, Trustee



Galey S. Lucas, Trustee

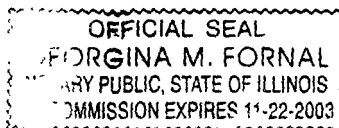


Patrick B. Mattison, Trustee

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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

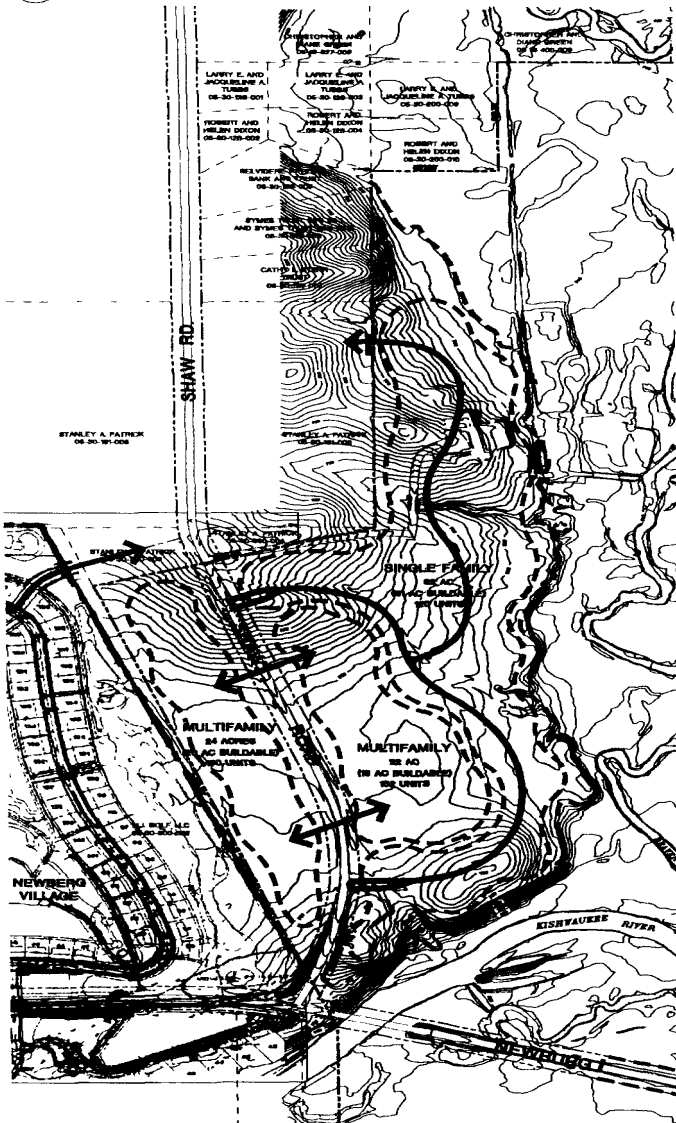
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RIVER RUN

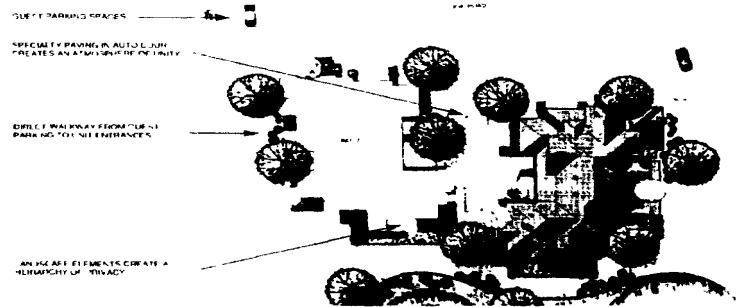
BELVIDERE, ILLINOIS



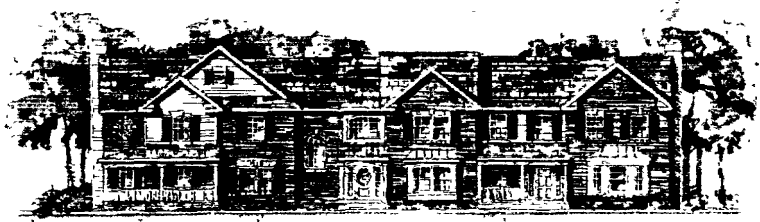
A
7 HOUSING PHOTO EXAMPLE
NOT TO SCALE



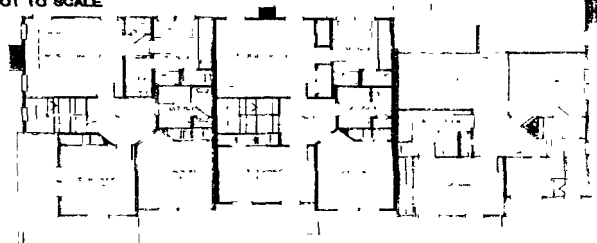
B
7 DEVELOPMENT PLAN
SCALE 1" = 300'



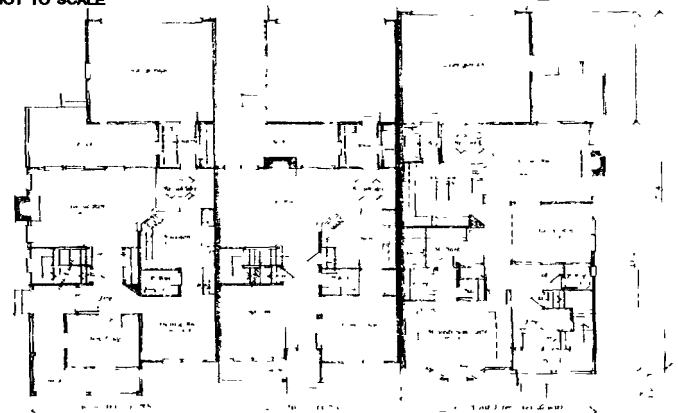
C
7 MOTOR COURT DETAIL
NOT TO SCALE



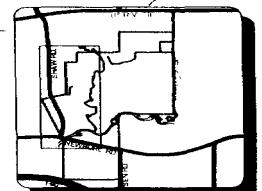
D
7 TRIPLEX ELEVATION
NOT TO SCALE



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

NO: 0225

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:

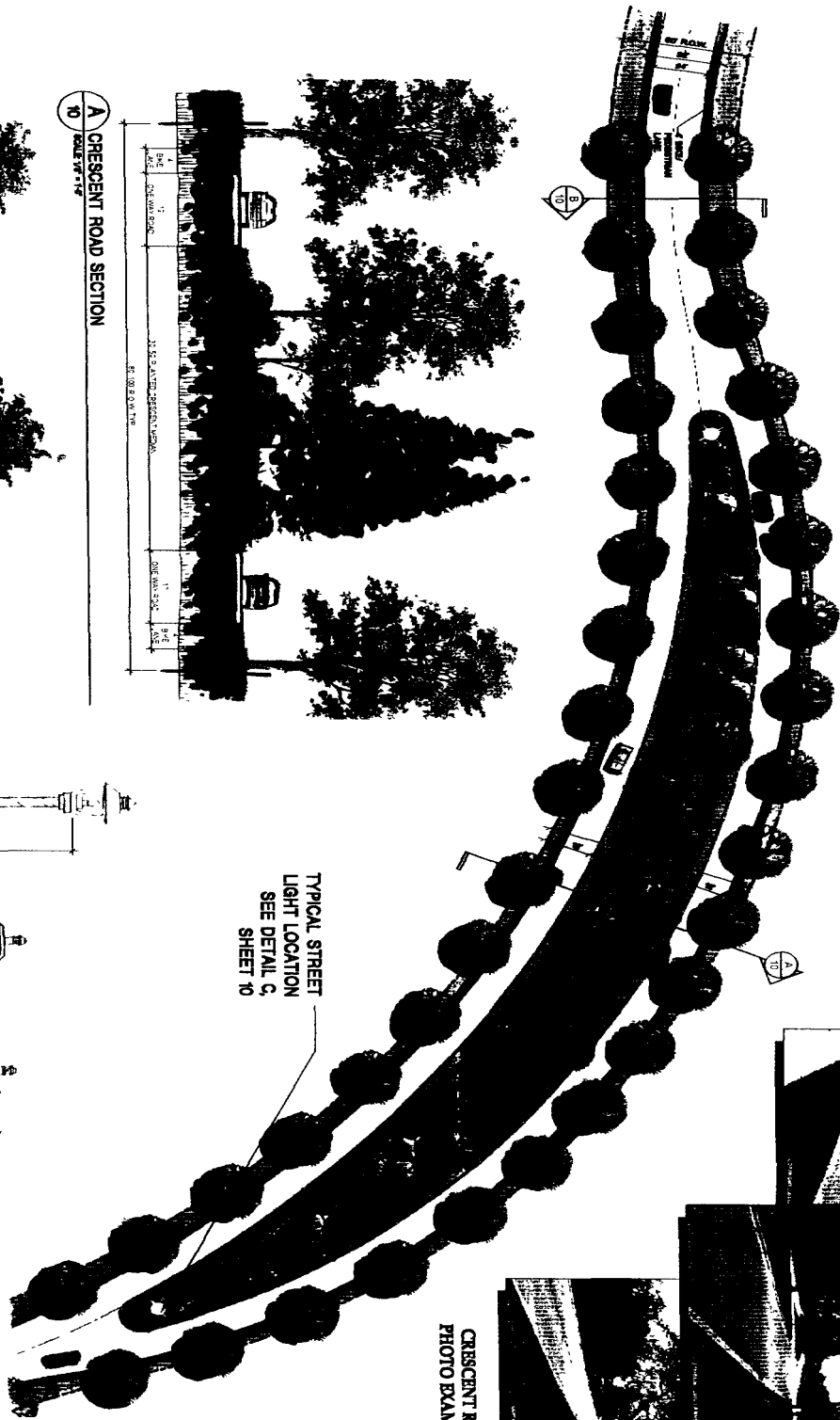
N-1 Lannert Group Job No. 0225 Sheet 10 Landscape Features.

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

03 R09885

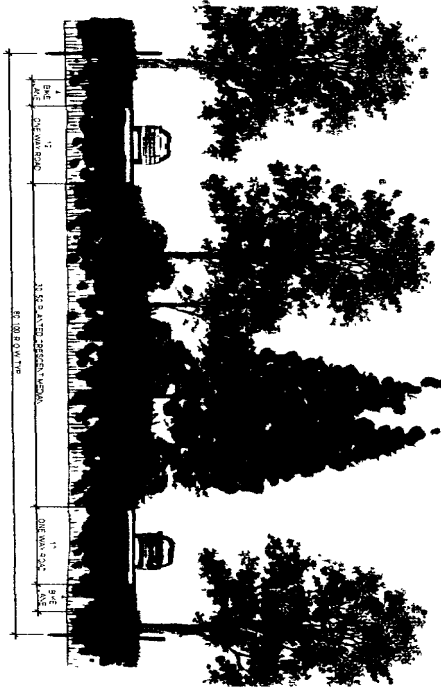
RIVER RUN

BELVIDERE, ILLINOIS

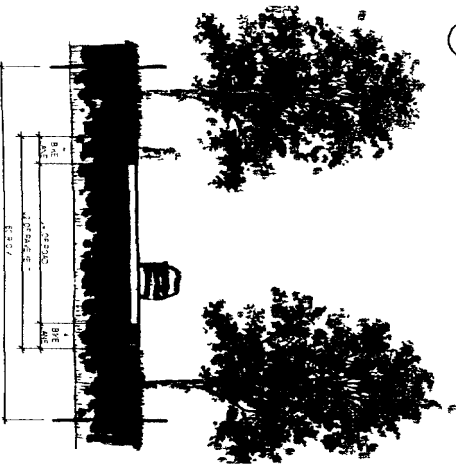


CRESCENT ROAD
PHOTO EXAMPLES

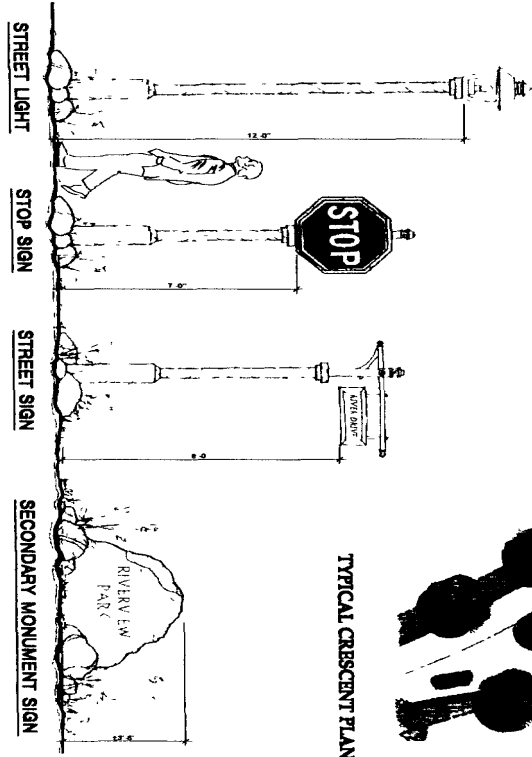
A CRESCENT ROAD SECTION
SCALE 1/8" = 1'-0"



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



C SITE ACCESSORY DETAILS
SCALE 1/8" = 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

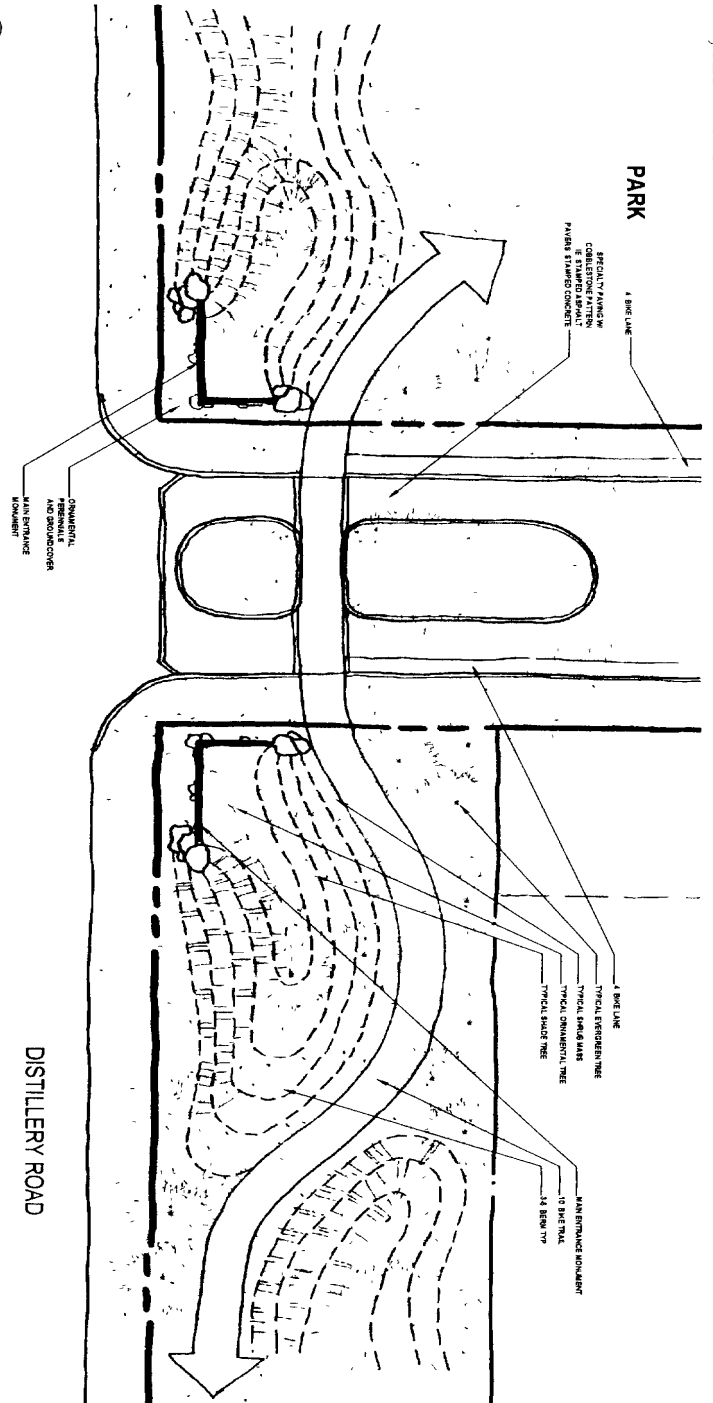
THE HARDEMAN COMPANY

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

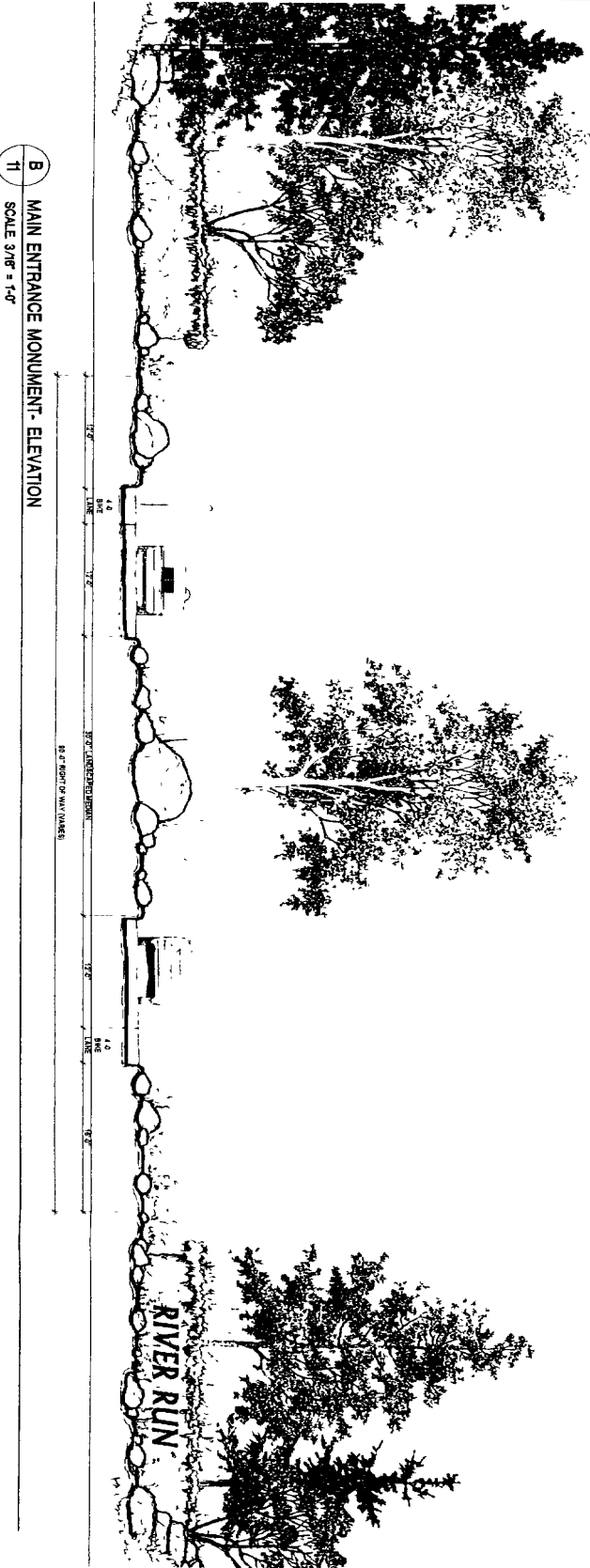
JOB NO.	0225
DATE	1/17/03
REVISION	03/12/03
03/11/03	
DRAWN BY	MM

RIVER RUN BELVIDERE, ILLINOIS

A MAIN ENTRANCE MONUMENT - PLAN
SCALE 1/8" = 1'-0"



B MAIN ENTRANCE MONUMENT - ELEVATION
SCALE 3/16" = 1'-0"



PROJECT SIGNAGE

Lannert Group

Landscape Architecture • Planning • Community Consulting

(630) 208-8088
Fax (630) 208-0050
http://www.lannert.com
lg @ lannert.com

215 Fulton Street
Belvidere, Illinois 60111

THE HARDEMAN COMPANY

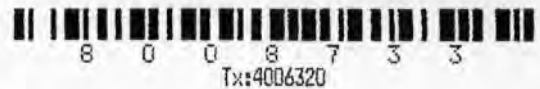
4777 EAST STATE STREET
ROCKFORD, IL 61108

(815) 226-0600
(815) 226-0606 (fax)

DESIGN BY
H.M.

JOB NO. 0225
DATE 11/17/03
REVISION 03/12/05
03/31/05

11 OF 11



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.)

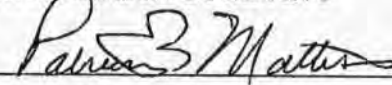
IN WITNESS WHEREOF, the parties hereto have set their hand as of the date first referenced above.

THE CITY OF BELVIDERE

By: 

Its: Mayor

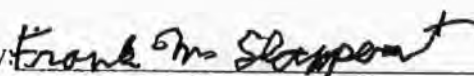
THE HARDEMAN COMPANY

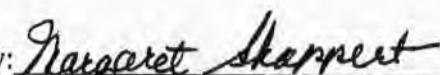
By: 


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.

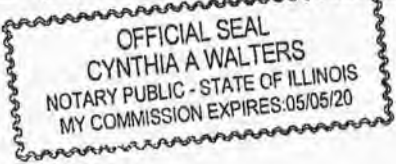
Given under my hand and Notarial Seal this 5th day of December, 2019.
Michael S. Drella
Notary Public



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.

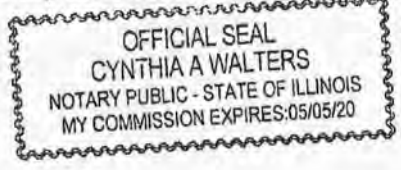
Given under my hand and Notarial Seal this 3rd day of December, 2019.
Cynthia A Walters
Notary Public



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.

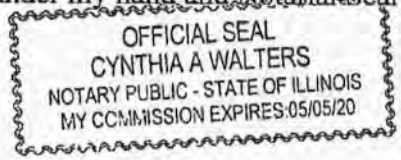


Cynthia A. Walters
Notary Public

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.

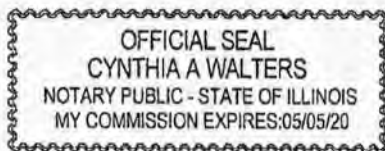


Cynthia A. Walters
Notary Public

STATE OF ILLINOIS)
) SS
BOONE COUNTY)

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,
xv, xvi

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
1

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

affects -
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

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XV

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Parcel
3

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.

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

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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

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parcel
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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

BOONE COUNTY, ILLINOIS

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FILED FOR RECORD
BOONE COUNTY, IL

2004 JUN 17 PM 2:02

Lydia L. Schroeder
BOONE COUNTY RECORDER

RIVER RUN - ESTATE LOTS
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 1st day of JUNE, 2004, by
VERONA PROPERTIES, LLC, hereinafter called "Verona."

WITNESSETH:

WHEREAS, Verona is the owner of record of the real property described in Article II of this declaration and desires to create thereon a residential community with common recreational and park areas and other facilities for the benefit of the community and to sell lots therein for the construction of residential buildings thereon, and

WHEREAS, Verona desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common recreational and park areas and facilities, and to this end, desires to subject the real property described, in Article II, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens set forth, all for the benefit of the said property and the owners thereof, and

WHEREAS, Distillery Road, L.L.C., as Developer of the community, will undertake to carry out the objects and purposes of these covenants and restrictions, and

WHEREAS, Developer will cause the incorporation of RIVER RUN HOME OWNERS ASSOCIATION under the laws of the State of Illinois as a Not-For-Profit Corporation to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created,

NOW THEREFORE, the undersigned Verona Properties, LLC declares that the real property described in Article II, and such additions thereto as may hereafter be made

pursuant to Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions, easements, charges and liens (sometimes collectively referred to as "the covenants") hereinafter set forth.

ARTICLE I: DEFINITIONS

"Association" shall mean RIVER RUN HOME OWNERS ASSOCIATION.

"Architectural Review Agent" shall mean Distillery, Rockford, Illinois, or that person or persons appointed by Distillery or its successors or assigns acting as the Architectural Review Agent or Agents.

"Common Properties" shall mean those areas of the Properties shown or designated on any recorded subdivision plat of, or other recorded instrument relating to, the Properties and intended to be devoted to the common use and enjoyment of the Owners of the Properties, as indicated by appropriate legends on said recorded subdivision plats or instruments. Common Properties shall include, but not be limited to, Lot Fourteen (14), Lot Fifteen (15) and Lot Twenty-one (21).

"Developer" shall refer to Distillery Road, L.L.C. an Illinois limited liability company, whose address is c/o Lobdell & Hall, Inc., 6050 Brynwood Drive, Rockford, Illinois 61114-6597, or its successors or assigns.

"Existing Property" shall have the meaning designated in Article II.

"Improvement" or "Improvements" shall mean and include any and all buildings, outbuildings, additions to existing buildings or structures, driveways, fences, dog runs, or kennels, pools, decks, antennae, satellite dishes, and all other structures of every kind and description.

"Living Area" shall mean that portion of any Residential Dwelling normally used for human habitation, and specifically excluding any basement areas, garage (whether attached or unattached) and attic.

"Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties.

"Member" shall mean each Owner who is a member of the Association as provided in Article III hereof.

"Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, providing that when any such Lot has been improved with a Residential Dwelling then "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to such Residential Dwelling, but notwithstanding, any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceeding in lieu of foreclosure authorized by the laws of the State of Illinois.

"Properties" shall mean and refer to all such Existing Property, and additions thereto, as are subject to this declaration or any supplemental declaration.

"Residential Dwelling" shall mean any Improvement designed or used for human habitation.

"Residential Lot" shall mean any one of Lots One (1) through Thirteen (13) inclusive, Lots Sixteen (16) through Twenty (20), inclusive, and Lots Twenty-two (22) through Thirty-three (33), inclusive, all in the Existing Property, and any other Lot designated for residential use.

"Single-Family Residential Dwelling" shall mean a Residential Dwelling designed and used for the habitation of a single family.

"The Subdivision" shall mean River Run Subdivision, as shown on Plat No. 1 which is recorded as Document No. 2004R03731, Envelope No. 294-A, in the office of the Recorder of Deeds in Boone County, Illinois.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in the County of Boone, Illinois, is sometimes referred to herein as the "Existing Property", and is more particularly described as follows:

Plat No. 1, River Run Subdivision, the Plat of which Subdivision is recorded as Document Number 2004R03731, Envelope No. 294-A in the office of the Recorder of Deeds in Boone County, Illinois.

Section 2. Additions to Existing Property. Additional properties may become subject to this declaration (and thereby become part of the Existing Property) in the following manner:

(a) Additions in Accordance with the General Plan of Development. A titleholder of the land depicted on Exhibit A attached hereto, which is not initially subject to this Declaration, shall have the right to subject such additional properties owned by it to this declaration, provided that such additions are substantially in accord with the General Plan of Development of RIVER RUN shown in Exhibit A attached to this declaration.

(1) Exhibit A shows the general plan intended to be followed in the of RIVER RUN community and indicates the approximate size, location, and proposed land uses of additional properties.

(2) The proposed additions to the Existing Properties, if made, will become subject to assessment for their just share of Association expenses.

(3) Notwithstanding the foregoing, the titleholder of the additional lands depicted on Exhibit A is not under any obligation to make the proposed additions or in the exact manner shown on Exhibit A.

(4) Any additions authorized under this Section shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional properties which shall extend the scheme of the covenants and restrictions of this declaration to such property.

(5) Such supplementary declaration may contain such complementary additions and variations of the covenants contained in this declaration as may be necessary to reflect the different character, if any, of the additional properties and as are not inconsistent with the scheme of this declaration. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants established by this declaration within the Existing Property.

(6) Any platted lots or any subdivision created in accordance with the Illinois Plat Act shall be considered Residential Lots, Common Properties, or the Subdivision, respectively, if included in additional properties which become part of the Existing Properties.

(b) Approval by Association. Upon approval in writing of the Association pursuant to a two-thirds vote of its Members, the owner of any property who desires to add it to the scheme of this declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, substantially similar to, and consistent with, these Covenants and Restrictions.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this declaration with The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this declaration with the Existing Property except as hereinafter provided.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. Each Member is entitled to one vote, except that: 1) where there is more than one Member for a particular Lot or Residential Dwelling no

more than one vote may be cast for that Lot or Residential Dwelling; and 2) where a Member is an Owner of more than one Lot or Residential Dwelling, the Member may cast one vote for each Lot or Residential Dwelling of which he is an Owner.

(a) Notwithstanding anything to the contrary herein Developer shall exercise all voting rights of Verona as record Owner of Lots or Residential Dwellings.

(b) Any Member's voting rights may be suspended by the Board of Directors in accordance with the Bylaws if such Member is delinquent in the payment of assessments imposed according to the Covenants and Restrictions.

(c) For purposes of determining the votes allowed under this Section, when Residential Dwellings are counted, the Lot or Lots upon which such Residential Dwellings are situated shall not be counted.

ARTICLE IV: PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 4 of this Article IV, the Owner from time to time of each Lot or Residential Dwelling shall have an easement of use and enjoyment in and to the Common Properties for recreational, social, community and park purposes, exercisable in the manner hereinafter set forth. Such easement of use and enjoyment shall be exercisable only by such an Owner who qualifies as a Member as provided in Article III, Section 1, hereof and whose Lot or Residential Dwelling is subject to the assessments described in Article V. No reference in any deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this declaration, shall be necessary to create and reserve such easements and rights to the grantees, mortgagees and trustees of such parcel.

Section 2. Delegation of Use. Subject to the provision of Section 4 of this Article IV, any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Properties to his immediate family and his guests, and also to his tenants or contract purchasers who reside on the property.

Section 3. Title to Common Properties. The Association shall hold fee simple legal title to the Common Properties, subject to the Covenants and Restrictions contained herein.

Section 4. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to borrow money for the purposes of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession

of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment right of any Member for a period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties;

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the condition thereof, shall be effective unless an instrument is recorded which agrees to such dedication, transfer, purpose or condition, and such instrument is signed by the Board of Directors after being duly authorized by a vote of two-thirds of the Members at any meeting at which the quorum described in Article V, Section 7, is present, provided that no such vote shall be effective unless written notice of the meeting and proposed action is sent to every Member at least thirty days in advance of the meeting; and

(f) The right of the Association from time to time in accordance with the Bylaws to limit the number of Members' guests and their frequency of use of the Common Properties and to establish such other rules as may be reasonably necessary to maintain the amenities and usefulness of the Common Properties.

Section 5. Acceptance of Land. In the event that land designated on the plat of Subdivision to be transferred to the Boone County Conservation District is not accepted by such body, then Verona may transfer such property, or a portion thereof, to the Association, and the Association shall accept a deed to such property from Verona and shall own such property pursuant to the provisions of this Declaration.

ARTICLE V: COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the conditions and limitations expressed below in this Article, each Owner of any Lot other than lots owned by Verona, by acceptance of a deed thereof or, whether or not it be so expressed in such deed or other conveyance, shall be deemed to covenant and agree from and after his Lot or Residential Dwelling has once become occupied, or if not occupied, six months after becoming such Owner, to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall

be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Limited Liability of Verona. Verona covenants and agrees that it will pay all maintenance and public liability insurance expense and taxes in connection with the Common Properties for a period of one year after the date of this declaration. It shall not be liable for any annual or special assessment at any time; nor for any capital improvement, expense or the cost of maintenance of any capital improvement after said one year period.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, pleasure and welfare of the residents within the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such assessments shall include but is not limited to the cost of mowing, weeding, planting and tree replacement and trash removal on the Common Properties, the cost of maintenance of the entrance amenities and other obligations pursuant to an easement agreement for such entrance amenities entered into with the City of Belvidere recorded in the Recorder's Office of Boone County. In addition, as part of its annual dues, the Association shall collect \$50 per lot to fund the maintenance costs of land lying east of the Beaver Creek and north of the Kishwaukee River that will be subject to a conservation easement.

Section 4. Basis of Annual Assessments. The annual assessment shall be \$500.00 per Lot or Residential Dwelling, of which assessment \$50.00 shall be used towards the maintenance of a private conservation easement for land north of the Kishwaukee River and east of the Beaver Creek, subject to such increase or decrease as is hereinafter provided.

Section 5. Change in Annual Assessments. The Association may change the assessments fixed hereunder prospectively, provided that any such change shall have the approval of two-thirds of the votes of Members entitled to vote at a meeting called for this purpose, written notice of which shall be sent to all Members at least thirty days in advance, setting forth the purpose of the meeting.

Section 6. Special Assessments for Capital Improvements. Subject to the limitations as to the Verona Company, in addition to the annual assessments authorized above, the Association may levy a special assessment which shall be assessed against each Lot in The Properties to the same extent and in the same proportion as the annual assessments described above, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any capital improvement upon the Common Properties, including the necessary fixtures and personal property

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related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds of the votes of Members entitled to vote at a meeting called for this purpose written notice of which shall have been sent to all Members at least thirty days in advance, setting the purpose of the meeting.

Section 7. Quorum for Any Action Authorized Under Sections 5 and 6. The quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows:

At the first meeting of Members called, as provided in Sections 5 and 6 of this Article V, the presence in person or by proxy of Members entitled to cast 30 percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association. Subject to Section I of this Article V, the initial assessment for a Lot shall be prorated according to the date of the initial conveyance from Verona, or its successor or assign, of a Lot to the first Owner of such Lot.

Section 9. Duties of the Board of Directors. Subject to the limitations heretofore expressed in this Article V, the Board of Directors of the Association shall fix the date of commencement of the assessment against each Lot and Residential Dwelling for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for assessments a statement in writing signed by an officer of the Association, setting forth the status of said Owner's assessments. Such statement shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, The Lien, Remedies of Association. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, be a continuing lien on the property in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisee, personal representatives and assigns until paid. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien

on the land until satisfied. Such lien may be perfected by the filing of a written notice thereof in the Recorder's Office.

If an assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent per annum, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a transfer of such property pursuant to a decree of a foreclosure, or any other proceeding in lieu of foreclosure. Such transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property interests subject to this declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Properties as defined in Article I hereof, and (b) all properties owned by Verona. The grantee of an easement or other interest therein dedicated or granted to a public utility shall not be subject to any assessments, charges or liens created herein.

ARTICLE VI: RULES GOVERNING USE OF COMMON PROPERTIES

Rules and restrictions governing use of the Common Properties shall be those prescribed from time to time in accordance with the Bylaws of the Association.

ARTICLE VII: CONDITIONS AND RESTRICTIONS TO RUN WITH THE LAND

Section 1. General. The conditions and restrictions of this declaration, with the express exception of Article VIII, apply to The Properties and shall be construed to be covenants running with the land, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until the expiration of twenty (20) years from the date of this declaration. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by Owners of at least two-thirds (2/3) of the Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.

Section 2. Residential Lot Restrictions. The conditions and restrictions of Article VIII shall apply only to Residential Lots and Common Properties, and shall be construed

to be covenants running with the land for those Residential Lots and Common Properties, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until the expiration of twenty (20) years from the date of this declaration. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by Owners of at least two-thirds (2/3) of the Residential Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.

ARTICLE VIII: CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL LOTS AND COMMON PROPERTIES

Section 1. No commercial vehicles trucks, mobile homes, motor homes, campers, boat or horse trailers, inoperable or junk vehicles, trailers, boats, snowmobiles or other recreational vehicles shall be stored on any Lot for a period of more than seven (7) days unless said vehicle has been screened or shielded from view in a manner approved by the Architectural Review Agent.

Section 2. No commercial vehicles in excess of 10,000 lb. gross vehicle weight shall be stored or parked on any Lot in the subdivision, except during the course of construction of the Subdivision or any approved Improvements.

Section 3. No visible tank for the storage of oil, gas or any other material shall be erected or maintained on any Lot.

Section 4. Except as hereinafter provided, no stables, kennels, or other quarters shall be erected, maintained or used on any Lot for stabling or accommodating any horses, dogs, cats, cattle, swine, goats, sheep, bees, fowl, or any other animals. One outdoor dog run is permitted on a Lot with the written approval of the style, material and location of the run on the Lot by the Architectural Review Agent.

Section 5. No fence of any type shall be erected on any Lot without being approved by the Architectural Review Agent.

Section 6. Except as hereinafter provided, no advertising sign or billboard, other than a single temporary "For Sale" or "For Rent" advertising sign of not greater than six (6) square feet in size, shall be erected or maintained on any Lot. A sign displaying the name of the general contractor, developer, real estate broker, real estate agent and title company may be erected and maintained on Lot I during construction of the houses provided that the sign is removed immediately after the sale of the last house on the Properties.

Section 7. No building shall be erected, maintained or used on any Lot for manufacturing, commercial, industrial or business purposes unless duly authorized by the City of Belvidere as defined by its Ordinances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance.

Section 8. Only one Residential Dwelling may be erected or constructed on any Residential Lot. Only Single-Family Residential Dwellings may be erected or constructed on any Residential Lot. All Residential Dwellings must comply with the following minimum Living Area requirements:

(a) Residential Lots Sixteen (16) through Twenty (20), inclusive, with Two-story residence: 3,000 square feet of living space above grade exclusive of garage and basement

(b) Residential Lots Sixteen (16) through Twenty (20) inclusive, with Ranch residence: 2,600 square feet of living space above grade exclusive of garage and basement

(c) Residential Lots One (1) through Thirteen (13) inclusive, with Two-story residence: 2,800 square feet of living space above grade exclusive of garage and basement

(d) Residential Lots One (1) through Thirteen (13) inclusive, with Ranch residence: 2,400 square feet of living space above grade exclusive of garage and basement

Section 9. No Improvement may be constructed, and the structural exterior of any approved Improvement may not be modified, without first obtaining the written approval of all plans, specifications, and elevations by the Architectural Review Agent. These restrictions shall not prohibit installation of any antenna or satellite dish on a Lot or Residential Dwelling, subject, however, to approval of the Architectural Review Agent, which approval right shall be exercised to allow placement of an antenna or satellite dish so as to allow adequate reception and enhance and maintain the aesthetic quality of the Existing Properties.

Section 10. All driveways are required to be surfaced with blacktop or concrete within six (6) months of the completion of the Residential Dwelling on any Residential Lot. The Architectural Review Agent may grant written extensions of this time limit upon a showing that weather did not permit compliance with this requirement.

Section 11. The front facades of all Residential Dwellings of the same color or of a substantially similar design shall not be located across the street from one another (lots of thirty percent (30%) of greater front lot line overlap shall be deemed across the street for purposes of this paragraph) or an adjacent lots.

Section 12. No vinyl or aluminum siding shall be allowed on Residential Dwellings or other structures. Trim materials shall be subject to approval through the Architectural Review process.

Section 13. No all terrain vehicle ("ATV"), snowmobile, dirt bike or other like vehicle may be operated on Common Property or on Verona Company property. Pedal-powered mountain bikes shall be allowed only on impervious surfaces.

Section 14. No above-ground pools are permitted on any Residential Lot. Notwithstanding the foregoing, temporary children's playpools not exceeding a water surface diameter of eight feet (8') round or eight feet by ten feet (8' x 10') rectangular with a depth no greater than twenty-four inches (24") and with a water volume capacity not exceeding one thousand (1,000) gallons may be permitted with the approval of the Architectural Review Agent.

Section 15. For any of the foregoing Conditions and Restrictions which require approval by the Architectural Review Agent, approval shall be sought by submitting a written request to the Architectural Review Agent, including all documents or other information required by these Conditions and Restrictions or by the Architectural Review Agent. The Architectural Review Agent shall approve or deny the request in writing within thirty (30) calendar days of the Agent's actual receipt of the request for approval. Approval or Denial is effective upon deposit postpaid in the United States Mail. Failure of the Architectural Review Agent to approve or deny the request in writing within thirty calendar days of receiving the request shall constitute a constructive approval of the request. Approval or denial of any such request shall be in the Architectural Review Agent's sole discretion.

Section 16. It shall be understood by Owners that hunting of any description within the limits of the municipality is prohibited by City of Belvidere ordinances and that Owners have no rights to hunt within the Subdivision or on Verona property.

Section 17. Owners shall arrange for regular trash removal for their Lot and shall abide by City of Belvidere ordinances with regard to refuse. Owners shall not allow trash, refuse or abandoned or junked appliances or equipment to remain on their Lot for a period longer than two (2) days, or as otherwise controlled by City ordinances, whichever is less.

Section 18. Developer shall provide one mailbox for each Residential Dwelling. Each individual Owner shall be responsible for the subsequent maintenance, repair and replacement of its own mailbox.

Section 19. Owners shall provide, at Owner's expense, flared concrete end sections at culvert locations.

Section 20. Chimneys shall be masonry.

Section 21. Architectural Grade shingle shall be required for roofing.

Section 22. The Owner of each lot, at Owner's expense, shall plant and maintain a minimum of two (2) trees per lot.

Section 23. It shall be understood by Owners that access to certain designated portions of the Beaver Creek shall be limited to the Owners of Estate Lots as shown on the General Development Plan attached as Exhibit A, being Lots One (1) through Thirteen (13), inclusive, Lots Sixteen (16) through Twenty (20), inclusive, and Lots Twenty-two (22) through Thirty-three (33), inclusive, and such access shall be strictly

limited to the route identified by Verona from time to time. The use of said access is limited to walking and hiking, picnicking and fishing only. Camping and trapping are prohibited. Access rights may be subject to revocation if limits of use are violated. Verona reserves the right to add additional limits of use as appropriate from time to time.

Section 24. It shall be understood by Owners that the configuration of attached garages is controlled by the City of Belvidere Ordinance 605G, paragraph 13, a copy of which is attached hereto and incorporated herein as Exhibit B.

Section 25. In the event that any federal, state or municipal reviewing agency requires compliance with any law, statute, ordinance or regulation, the Homeowners Association and/or the lot Owners shall bear the burden of such compliance.

ARTICLE IX: ELEMENTARY SCHOOL SITE

Per the terms of the Annexation Agreement entered into with the City of Belvidere on May 12, 2003 and recorded as Document Number 03-R-09885 in the Record Office of Boone County, Illinois, Verona may negotiate with the Belvidere School District #100 and the Belvidere Park District to transfer property in the northeast portion of the Subdivision to the Belvidere School District #100 and the Belvidere Park District for a combined elementary school and park site, as shown on Exhibit A.

ARTICLE X: GENERAL PROVISIONS

Section 1. Non-Waiver. None of the Restrictions or Covenants shall be deemed to have been waived by reason of a failure to enforce their provisions.

Section 2. Enforcement. Verona, the Developer, the Architectural Review Agent, and any Owner shall be entitled to enforce any of the foregoing Restrictions and Conditions by proceedings at law or equity, PROVIDED, that Owners may not seek to enforce any Restriction or Condition without first notifying the Architectural Review Agent of the alleged violation and giving the Architectural Review Agent thirty (30) calendar days to seek its correction.

Section 3. Mediation. In the event that an Owner or Owners fail to agree upon maintenance standards and assessments, the parties shall hire an independent mediator to determine maintenance standards and assessment charges, and the cost of hiring said mediator shall be borne by the Owner or Owners who are party to the dispute.

Section 3. Attorney's Fees. In any successful suit brought to enforce a Restriction or Condition, or to seek damages for its breach, the prevailing party shall be entitled to its attorney's fees.

Section 4. Severability. In the event that any Restriction or Condition, or of any portion of any Restriction or Condition, shall be found to be invalid by a court of competent jurisdiction, that provision shall be null and void and the remaining Restrictions and Conditions shall remain in full force and effect.

Section 5. Assignment. The rights, privileges, and powers retained by the undersigned shall be assignable, and shall inure to the benefit of its successors and assigns.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Member or Owner on the records of the association at the time of such mailing.

Section 7. Construction of These Articles. Zoning changes applicable to the Properties, whether initiated by municipal or private action, shall have no effect upon the construction of these Articles or upon the rights and duties of Members unless and until approved by two-thirds of the Members entitled to vote in person written notice of which shall be sent to all Members at least thirty days in advance and shall set forth the purpose of the meeting. The quorum for action authorized by this Section shall be in accordance with Section 7, Article V, hereof.

Section 8. Enforcement by City. The City of Belvidere ("City") may, but is not obligated to, undertake any maintenance obligations referenced herein for the Homeowner's 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.

Dated this 1st day of June, 2004.

VERONA PROPERTIES, LLC, an Illinois
limited liability company

By: Frank Shappert
Frank Shappert, Manager

By: Patrick Mattison
Patrick Mattison, Manager

By: Gordon N. Lucas
Gordon Lucas, Manager

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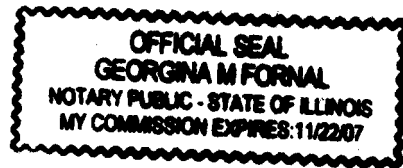
STATE OF ILLINOIS)
)SS.
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that above named managers of Verona Properties LLC, an Illinois limited liability company, being all the managers of said company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 1st day of June, 2004.

Georgina M. Fornal
Notary Public

Prepared By and Return To:
Hinshaw & Culbertson
100 Park Avenue
Rockford, IL 61101
Attention: James W. Keeling



04 R07126

TENTATIVE SUBDIVISION PLAT

OF
RIVER RUN
PART OF SECTIONS 20, 29, 30 AND 31
ALL IN TOWNSHIP 44 NORTH, RANGE 3 EAST
OF THE 3RD PRINCIPAL MERIDIAN
BOONE COUNTY, ILLINOIS

EAST LINE OF THE SOUTHWEST 1/4
OF SECTION 20--44--3

[illegible]

SCALE 1"=200'

NOTE:
EASEMENT TO COMMONWEALTH EDISON COMPANY AND
GENERAL TELEPHONE COMPANY RECORDED AS BOOK
NO. 16954 FOR PURPOSE OF INSTALLING UNDERGROUND
ELECTRIC AND TELEPHONE.

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

SOUTH LINE OF THE SOUTHEAST 1/4
OF SECTION 19-44-3
N. 89°-46'-36" E. 2084.39'

NOTES:

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 86 OF DEEDS ON PAGE 178
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 326
PERTAINS TO POLLS IN SECTION 30 OF THIS PROPERTY.

TOTAL NUMBER OF LOTS = 398

TOTAL NUMBER OF LOTS = 398

(2698.00' DEED)
 1-00°-19"E. 2712.85'

SET P.K. NAIL

7-
FOUND
RAILROAD

SET 3/4

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16

*EXHIBIT B of Declaration***ORDINANCE NO. 605G****AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED
COMMUNITY DEVELOPMENT IN A D, SINGLE FAMILY DISTRICT
(RIVER RUN SUBDIVISION)**

WHEREAS, the City of Belvidere has adopted Chapter 150, Zoning Ordinance, in accordance with the provisions of Illinois Compiled Statutes, to regulate the use of land and specify the minimum requirements for improvements on land in the City of Belvidere; and,

WHEREAS, a written application has been made to obtain a special use for a planned community development in a D, Single Family District pursuant to the applicable provisions of the Zoning Ordinance (Chapter 150 of the Belvidere Municipal Code) of the City of Belvidere, Illinois and in accordance to the Illinois State Statutes; and,

WHEREAS, after due notice in the manner provided by law the Planning Commission conducted a public hearing for the special use for a planned community development and having considered the evidence, both oral and documentary, and being fully advised has submitted its written findings and recommendations; and,

WHEREAS, the corporate authorities of the City of Belvidere have reviewed and considered the findings and recommendation of the Planning Commission; and,

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

Section 1. That the following described property, to wit:

(See Exhibit A-1)

(The subject property is located west of Distillery Road approximately ½ mile south of U.S. Business Route 20, in Belvidere Township; see Exhibit B)

is granted a special use for a planned community development in a D, Single-Family District which shall be designed, developed, and operated, subject to the following conditions:

1. Conformance with the approved annexation agreement between the City and the Hardeman Company for the subject property, dated May 12, 2003.
2. All off-site improvements shall be provided as agreed to in the approved annexation agreement between the City and the Hardeman Company for the subject property, dated May 12, 2003. Distillery Road shall be

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improved in substantial conformance with the Distillery Road Design Features Plan, dated 1/17/03 and revised 3/12/03.

3. All street lights and street signs that will be erected within the bounds of the development shall look substantially similar to those illustrated on the Landscape Features Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03.
4. The main entrance and affiliated subdivision identification signage that will be placed at the main entrance shall be developed in substantial conformance with the Project Signage Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03.
5. The planned community development shall only apply to the area shown on the Tentative Subdivision Plat for ER District of River Run by Heritage Engineering, Ltd., dated July 22, 2003 and revised 8/25/03, 9/2/03, and 9/8/03.
6. The planned community development shall be configured in a way that is substantially consistent with the Tentative Subdivision Plat for ER District of River Run by Heritage Engineering, Ltd., dated July 22, 2003 and revised 8/25/03, 9/2/03, and 9/8/03 (identifying 79 detached single family lots) and developed in substantial conformance with the Improvement Plans for Plat No. 1 of River Run Subdivision by Heritage Engineering, Ltd., dated October 2003, revised 9/22/03 and 11/11/03. The remainder of the site shall be improved in the future with improvements that are substantially consistent with the rural cross section - curb improvement character theme of Plat No. 1. Any bike path located adjacent to a public street shall be appropriately marked by paint markings to prevent vehicle parking on bike path.
7. All mailboxes that will be erected within the bounds of the development shall look substantially similar to the street lights and street signs illustrated on the Landscape Features Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03. To insure that the mailboxes will look substantially similar to the above noted plans, mailbox elevation plans shall be presented to the City for review and approval prior to the erection of any mailbox. This condition shall be enforced by the association.
8. Landscaping along Distillery Road, on lots 14 and 15 of the preliminary plat which has been a made a part of this ordinance via conditions 5 and 6, shall be installed in substantial conformance with the Landscape Features Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03 and with the Project Signage Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03. Landscaping within these lots shall provide a 75% screening or greater (within five years after installing) of Distillery Road when viewed from the single family homes located within River Run Subdivision. Screening shall be comprised of any combination of plant material (shade trees - measuring not less than 2 inches in diameter; evergreens and

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- ornamentals -measuring not less than 6 feet in height; shrubs -measuring not less than 18 inches in height for coniferous and 24 inches in height for deciduous) and earth mounded berms (not exceeding a 33 percent slope). A variety of plant materials is encouraged. The landscaping that will be placed within the lots shall be planted prior to the release of the performance bond or equivalent for the subject phase (plat).
9. Two shade trees shall be installed in the required front yard per lot or 4 shade trees per corner lot (2 per required front yard) throughout the development. Shade trees may be placed within the public right-of-way terrace in front of each lot in lieu of the previous said condition as long as the plantings do not interfere with the City of Belvidere's utilities. Shade trees shall not be less than 2 inches in diameter. Shade trees required on the lot to lot basis shall be installed prior to the final building inspection and/or prior to the occupancy of the single family home on the lot. The planting deadline for the lot to lot required plantings may be changed because of weather related reasons as long as the City Building and Zoning Official agrees to such date. Landscaping throughout the development, specifically the landscaping within the landscape islands, shall be located/installed in substantial conformance with the River Run General Development Plan by Lannert Group, dated January 17, 2003, revised as of March 31, 2003. Shade trees required per the above plan shall not measure less than 2 inches in diameter and evergreens and ornamentals shall not measure less than 6 feet in height. Landscaping located within the public right-of-way shall not interfere with the City of Belvidere's utilities and shall be maintained by the homeowner's association. Landscaping planted within the public right-of-way shall be planted prior to the release of the performance bond or equivalent for the subject phase (plat).
 10. A wetland delineation study shall be conducted by a professional firm certified in such for the subject property. Any wetland found on-site shall have a conservation easement placed upon the wetland with language stating that the wetland shall be left in it natural state and not be disturbed. All single family residential lots shall be located out of the 100 year flood plain. Owner shall maintain the land immediately adjacent to this planned community development, and identified as open space in the annexation agreement between the City and the Hardeman Company for the subject property, dated May 12, 2003, as open space, in perpetuity, and to prohibit construction of any permanent improvements thereon without the prior written consent of the City.
 11. Easements with the appropriate language shall be placed upon the areas that are identified on-site in the archaeological phase 1 reconnaissance report that was provided to the Illinois Historic Preservation Agency.
 12. Detached single family building front facades of the same color or of similar elevation shall not be located across the street from one another

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(lots with 30% overlap or greater) or on adjacent lots. 80% of all of the homes located within the development shall contain decorative brick or stone on a minimum of 1/3 of the front facade. Detached single family homes with side and rear load garages are encouraged, in addition to the standard front load garage, for the purpose of minimizing home monotony throughout the development. For this condition, the front facade shall be defined as the plane of the house and garage that faces a public street. This condition shall only be applied to the principal front facade on a through lot. This condition shall apply only during the initial construction phase of the single family home (when a building permit is taken out for the construction of the single family home). This condition shall be placed within the subdivision's covenants and restrictions and shall be enforced by the association. The City may aid in the enforcement of this condition when deemed necessary.

13. All attached garages with garage doors facing a public street shall not occupy more than 65% of the front facade of the house in width. For the aforementioned sentence, the front facade shall be defined as the plane of the house and garage that faces a public street. All attached garages with garage doors facing a public street shall have a partial roof/eave/overhang placed directly above on the same story. All attached garages with garage doors facing a public street shall be located at a distance equal with or behind the front facade of the house, the porch, the entrance feature / pad, or the bay window, whichever is closer to a public street. This requirement assumes that all of the previously noted design features are located behind the required front yard set back. All attached garages with garage doors facing a side or rear lot line shall be located at a distance that does not exceed 12 feet in front of the front facade of the house provided that the side of the garage facing the public street shall be improved with windows to compliment the front facade design. For the 3 aforementioned sentences, the front facade shall be defined as the closest plane of the house facade, excluding the garage, to a public street. This condition shall only be applied to the principal front facade on a through lot.
14. Storing (stationary for more than 48 hours or more) of boats, campers, trailers and recreational vehicles within the bounds of the development is prohibited. Parking of previously noted or any other type of vehicle shall take place on a impervious surface; parking on a pervious surface is prohibited.
15. The final version of the covenants and restrictions for the planned community development shall be provided to the City Council for review and recorded in the Boone County Records Office. Proof of recording said shall be provided to the Planning Department no later than 60 days after the recording of any final plat. The covenants and restrictions for the development shall provide that the City may, but is not obligated to enforce the covenants and restrictions and that the City may, but is not

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- obligated to undertake, a maintenance obligation for the Homeowner's Association which remain under performed. In the event the City elects to enforce any covenants and restrictions, the Homeowner's 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.
16. Compliance with the eight (8) conditions listed in the letter by H.L.R., Dirk Yuill, dated October 22, 2003, prior to the recording of Final Plat #1 of River Run Subdivision.
17. The departures granted hereby the approval of this ordinance for the subject property are detailed out within the Planned Community Development Departures and Exception Section of the Staff Advisory Report, dated December 5, 2003. *Compliance with all other applicable codes, ordinances, and agreements.

(See Exhibit C)

SECTION 2. That acceptance of any of the benefits of this special use for a planned community development shall be deemed acceptance of all the terms and conditions set forth herein.

SECTION 3. This ordinance shall be in full force and effect immediately upon its passage and approval as provided by law. This ordinance shall be published in pamphlet form.

PASSED by the City Council of the City of Belvidere this ____ day of _____, 2004.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____, 2004.

Frederic C. Brereton, Mayor

ATTEST:

Shauna Arco, City Clerk

Ayes: ____ Nays: ____ Absent ____

City Council Members Voting Aye: _____

City Council Members Voting Nay: _____

Date Published:

Sponsor: _____

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,

Exhibit B

Business 20

River Run PCD

DISNEY ROAD

Newburg Road

04-007126

BOONE COUNTY, ILLINOIS

04 R08555

FILED FOR RECORD
BOONE COUNTY, IL.

2004 JUL 22 PM 1:46

Sylvia E. Schroeder

BOONE COUNTY RECORDER

44
04 R07126

FILED FOR RECORD
BOONE COUNTY, IL.

2004 JUN 17 PM 2:02

Sylvia E. Schroeder

BOONE COUNTY RECORDER

This document is being re-recorded to correct an error in Lot descriptions.

RIVER RUN - ESTATE LOTS
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 1st day of JUNE, 2004, by
VERONA PROPERTIES, LLC, hereinafter called "Verona."

WITNESSETH:

WHEREAS, Verona is the owner of record of the real property described in Article II of this declaration and desires to create thereon a residential community with common recreational and park areas and other facilities for the benefit of the community and to sell lots therein for the construction of residential buildings thereon, and

WHEREAS, Verona desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common recreational and park areas and facilities, and to this end, desires to subject the real property described, in Article II, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens set forth, all for the benefit of the said property and the owners thereof, and

WHEREAS, Distillery Road, L.L.C., as Developer of the community, will undertake to carry out the objects and purposes of these covenants and restrictions, and

WHEREAS, Developer will cause the incorporation of RIVER RUN HOME OWNERS ASSOCIATION under the laws of the State of Illinois as a Not-For-Profit Corporation to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created,

NOW THEREFORE, the undersigned Verona Properties, LLC declares that the real property described in Article II, and such additions thereto as may hereafter be made

pursuant to Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions, easements, charges and liens (sometimes collectively referred to as "the covenants") hereinafter set forth.

ARTICLE I: DEFINITIONS

"Association" shall mean RIVER RUN HOME OWNERS ASSOCIATION.

"Architectural Review Agent" shall mean Distillery, Rockford, Illinois, or that person or persons appointed by Distillery or its successors or assigns acting as the Architectural Review Agent or Agents.

"Common Properties" shall mean those areas of the Properties shown or designated on any recorded subdivision plat of, or other recorded instrument relating to, the Properties and intended to be devoted to the common use and enjoyment of the Owners of the Properties, as indicated by appropriate legends on said recorded subdivision plats or instruments. Common Properties shall include, but not be limited to, Lot Fourteen (14), Lot Fifteen (15) and Lot Twenty-one (21).

"Developer" shall refer to Distillery Road, L.L.C. an Illinois limited liability company, whose address is c/o Lobdell & Hall, Inc., 6050 Brynwood Drive, Rockford, Illinois 61114-6597, or its successors or assigns.

"Existing Property" shall have the meaning designated in Article II.

"Improvement" or "Improvements" shall mean and include any and all buildings, outbuildings, additions to existing buildings or structures, driveways, fences, dog runs, or kennels, pools, decks, antennae, satellite dishes, and all other structures of every kind and description.

"Living Area" shall mean that portion of any Residential Dwelling normally used for human habitation, and specifically excluding any basement areas, garage (whether attached or unattached) and attic.

"Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties.

"Member" shall mean each Owner who is a member of the Association as provided in Article III hereof.

"Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, providing that when any such Lot has been improved with a Residential Dwelling then "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to such Residential Dwelling, but notwithstanding, any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceeding in lieu of foreclosure authorized by the laws of the State of Illinois.

"Properties" shall mean and refer to all such Existing Property, and additions thereto, as are subject to this declaration or any supplemental declaration.

"Residential Dwelling" shall mean any Improvement designed or used for human habitation.

"Residential Lot" shall mean any one of Lots One (1) through Thirteen (13) inclusive, Lots Sixteen (16) through Twenty (20), inclusive, and Lots Twenty-two (22) through Thirty-three (33), inclusive, all in the Existing Property, and any other Lot designated for residential use.

"Single-Family Residential Dwelling" shall mean a Residential Dwelling designed and used for the habitation of a single family.

"The Subdivision" shall mean River Run Subdivision, as shown on Plat No. 1 which is recorded as Document No. 2004R03731, Envelope No. 294-A, in the office of the Recorder of Deeds in Boone County, Illinois.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in the County of Boone, Illinois, is sometimes referred to herein as the "Existing Property", and is more particularly described as follows:

Plat No. 1, River Run Subdivision, the Plat of which Subdivision is recorded as Document Number 2004R03731, Envelope No. 294-A in the office of the Recorder of Deeds in Boone County, Illinois.

Section 2. Additions to Existing Property. Additional properties may become subject to this declaration (and thereby become part of the Existing Property) in the following manner:

(a) Additions in Accordance with the General Plan of Development. A titleholder of the land depicted on Exhibit A attached hereto, which is not initially subject to this Declaration, shall have the right to subject such additional properties owned by it to this declaration, provided that such additions are substantially in accord with the General Plan of Development of RIVER RUN shown in Exhibit A attached to this declaration.

(1) Exhibit A shows the general plan intended to be followed in the of RIVER RUN community and indicates the approximate size, location, and proposed land uses of additional properties.

(2) The proposed additions to the Existing Properties, if made, will become subject to assessment for their just share of Association expenses.

(3) Notwithstanding the foregoing, the titleholder of the additional lands depicted on Exhibit A is not under any obligation to make the proposed additions or in the exact manner shown on Exhibit A.

(4) Any additions authorized under this Section shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional properties which shall extend the scheme of the covenants and restrictions of this declaration to such property.

(5) Such supplementary declaration may contain such complementary additions and variations of the covenants contained in this declaration as may be necessary to reflect the different character, if any, of the additional properties and as are not inconsistent with the scheme of this declaration. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants established by this declaration within the Existing Property.

(6) Any platted lots or any subdivision created in accordance with the Illinois Plat Act shall be considered Residential Lots, Common Properties, or the Subdivision, respectively, if included in additional properties which become part of the Existing Properties.

(b) Approval by Association. Upon approval in writing of the Association pursuant to a two-thirds vote of its Members, the owner of any property who desires to add it to the scheme of this declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, substantially similar to, and consistent with, these Covenants and Restrictions.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this declaration with The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this declaration with the Existing Property except as hereinafter provided.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. Each Member is entitled to one vote, except that: 1) where there is more than one Member for a particular Lot or Residential Dwelling no

more than one vote may be cast for that Lot or Residential Dwelling; and 2) where a Member is an Owner of more than one Lot or Residential Dwelling, the Member may cast one vote for each Lot or Residential Dwelling of which he is an Owner.

(a) Notwithstanding anything to the contrary herein Developer shall exercise all voting rights of Verona as record Owner of Lots or Residential Dwellings.

(b) Any Member's voting rights may be suspended by the Board of Directors in accordance with the Bylaws if such Member is delinquent in the payment of assessments imposed according to the Covenants and Restrictions.

(c) For purposes of determining the votes allowed under this Section, when Residential Dwellings are counted, the Lot or Lots upon which such Residential Dwellings are situated shall not be counted.

ARTICLE IV: PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 4 of this Article IV, the Owner from time to time of each Lot or Residential Dwelling shall have an easement of use and enjoyment in and to the Common Properties for recreational, social, community and park purposes, exercisable in the manner hereinafter set forth. Such easement of use and enjoyment shall be exercisable only by such an Owner who qualifies as a Member as provided in Article III, Section 1, hereof and whose Lot or Residential Dwelling is subject to the assessments described in Article V. No reference in any deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this declaration, shall be necessary to create and reserve such easements and rights to the grantees, mortgagees and trustees of such parcel.

Section 2. Delegation of Use. Subject to the provision of Section 4 of this Article IV, any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Properties to his immediate family and his guests, and also to his tenants or contract purchasers who reside on the property.

Section 3. Title to Common Properties. The Association shall hold fee simple legal title to the Common Properties, subject to the Covenants and Restrictions contained herein.

Section 4. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to borrow money for the purposes of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession

of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment right of any Member for a period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties;

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the condition thereof, shall be effective unless an instrument is recorded which agrees to such dedication, transfer, purpose or condition, and such instrument is signed by the Board of Directors after being duly authorized by a vote of two-thirds of the Members at any meeting at which the quorum described in Article V, Section 7, is present, provided that no such vote shall be effective unless written notice of the meeting and proposed action is sent to every Member at least thirty days in advance of the meeting; and

(f) The right of the Association from time to time in accordance with the Bylaws to limit the number of Members' guests and their frequency of use of the Common Properties and to establish such other rules as may be reasonably necessary to maintain the amenities and usefulness of the Common Properties.

Section 5. Acceptance of Land. In the event that land designated on the plat of Subdivision to be transferred to the Boone County Conservation District is not accepted by such body, then Verona may transfer such property, or a portion thereof, to the Association, and the Association shall accept a deed to such property from Verona and shall own such property pursuant to the provisions of this Declaration.

ARTICLE V: COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the conditions and limitations expressed below in this Article, each Owner of any Lot other than lots owned by Verona, by acceptance of a deed thereof or, whether or not it be so expressed in such deed or other conveyance, shall be deemed to covenant and agree from and after his Lot or Residential Dwelling has once become occupied, or if not occupied, six months after becoming such Owner, to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall

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be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Limited Liability of Verona. Verona covenants and agrees that it will pay all maintenance and public liability insurance expense and taxes in connection with the Common Properties for a period of one year after the date of this declaration. It shall not be liable for any annual or special assessment at any time; nor for any capital improvement, expense or the cost of maintenance of any capital improvement after said one year period.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, pleasure and welfare of the residents within the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such assessments shall include but is not limited to the cost of mowing, weeding, planting and tree replacement and trash removal on the Common Properties, the cost of maintenance of the entrance amenities and other obligations pursuant to an easement agreement for such entrance amenities entered into with the City of Belvidere recorded in the Recorder's Office of Boone County. In addition, as part of its annual dues, the Association shall collect \$50 per lot to fund the maintenance costs of land lying east of the Beaver Creek and north of the Kishwaukee River that will be subject to a conservation easement.

Section 4. Basis of Annual Assessments. The annual assessment shall be \$500.00 per Lot or Residential Dwelling, of which assessment \$50.00 shall be used towards the maintenance of a private conservation easement for land north of the Kishwaukee River and east of the Beaver Creek, subject to such increase or decrease as is hereinafter provided.

Section 5. Change in Annual Assessments. The Association may change the assessments fixed hereunder prospectively, provided that any such change shall have the approval of two-thirds of the votes of Members entitled to vote at a meeting called for this purpose, written notice of which shall be sent to all Members at least thirty days in advance, setting forth the purpose of the meeting.

Section 6. Special Assessments for Capital Improvements. Subject to the limitations as to the Verona Company, in addition to the annual assessments authorized above, the Association may levy a special assessment which shall be assessed against each Lot in The Properties to the same extent and in the same proportion as the annual assessments described above, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of any capital improvement upon the Common Properties, including the necessary fixtures and personal property

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related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds of the votes of Members entitled to vote at a meeting called for this purpose written notice of which shall have been sent to all Members at least thirty days in advance, setting the purpose of the meeting.

Section 7. Quorum for Any Action Authorized Under Sections 5 and 6. The quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows:

At the first meeting of Members called, as provided in Sections 5 and 6 of this Article V, the presence in person or by proxy of Members entitled to cast 30 percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association. Subject to Section I of this Article V, the initial assessment for a Lot shall be prorated according to the date of the initial conveyance from Verona, or its successor or assign, of a Lot to the first Owner of such Lot.

Section 9. Duties of the Board of Directors. Subject to the limitations heretofore expressed in this Article V, the Board of Directors of the Association shall fix the date of commencement of the assessment against each Lot and Residential Dwelling for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for assessments a statement in writing signed by an officer of the Association, setting forth the status of said Owner's assessments. Such statement shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, The Lien, Remedies of Association. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, be a continuing lien on the property in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisee, personal representatives and assigns until paid. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien

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on the land until satisfied. Such lien may be perfected by the filing of a written notice thereof in the Recorder's Office.

If an assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent per annum, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a transfer of such property pursuant to a decree of a foreclosure, or any other proceeding in lieu of foreclosure. Such transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property interests subject to this declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Properties as defined in Article I hereof, and (b) all properties owned by Verona. The grantee of an easement or other interest therein dedicated or granted to a public utility shall not be subject to any assessments, charges or liens created herein.

ARTICLE VI: RULES GOVERNING USE OF COMMON PROPERTIES

Rules and restrictions governing use of the Common Properties shall be those prescribed from time to time in accordance with the Bylaws of the Association.

ARTICLE VII: CONDITIONS AND RESTRICTIONS TO RUN WITH THE LAND

Section 1. General. The conditions and restrictions of this declaration, with the express exception of Article VIII, apply to The Properties and shall be construed to be covenants running with the land, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until the expiration of twenty (20) years from the date of this declaration. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by Owners of at least two-thirds (2/3) of the Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.

Section 2. Residential Lot Restrictions. The conditions and restrictions of Article VIII shall apply only to Residential Lots and Common Properties, and shall be construed

to be covenants running with the land for those Residential Lots and Common Properties, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until the expiration of twenty (20) years from the date of this declaration. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by Owners of at least two-thirds (2/3) of the Residential Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.

ARTICLE VIII: CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL LOTS AND COMMON PROPERTIES

Section 1. No commercial vehicles trucks, mobile homes, motor homes, campers, boat or horse trailers, inoperable or junk vehicles, trailers, boats, snowmobiles or other recreational vehicles shall be stored on any Lot for a period of more than seven (7) days unless said vehicle has been screened or shielded from view in a manner approved by the Architectural Review Agent.

Section 2. No commercial vehicles in excess of 10,000 lb. gross vehicle weight shall be stored or parked on any Lot in the subdivision, except during the course of construction of the Subdivision or any approved Improvements.

Section 3. No visible tank for the storage of oil, gas or any other material shall be erected or maintained on any Lot.

Section 4. Except as hereinafter provided, no stables, kennels, or other quarters shall be erected, maintained or used on any Lot for stabling or accommodating any horses, dogs, cats, cattle, swine, goats, sheep, bees, fowl, or any other animals. One outdoor dog run is permitted on a Lot with the written approval of the style, material and location of the run on the Lot by the Architectural Review Agent.

Section 5. No fence of any type shall be erected on any Lot without being approved by the Architectural Review Agent.

Section 6. Except as hereinafter provided, no advertising sign or billboard, other than a single temporary "For Sale" or "For Rent" advertising sign of not greater than six (6) square feet in size, shall be erected or maintained on any Lot. A sign displaying the name of the general contractor, developer, real estate broker, real estate agent and title company may be erected and maintained on Lot I during construction of the houses provided that the sign is removed immediately after the sale of the last house on the Properties.

Section 7. No building shall be erected, maintained or used on any Lot for manufacturing, commercial, industrial or business purposes unless duly authorized by the City of Belvidere as defined by its Ordinances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance.

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Section 8. Only one Residential Dwelling may be erected or constructed on any Residential Lot. Only Single-Family Residential Dwellings may be erected or constructed on any Residential Lot. All Residential Dwellings must comply with the following minimum Living Area requirements:

- (a) Residential Lots Sixteen (16) through Twenty (20), inclusive,* with Two-story residence: 3,000 square feet of living space above grade exclusive of garage and basement * and Lots Twenty-two (22) through Thirty-Three (33), inclusive
- (b) Residential Lots Sixteen (16) through Twenty (20) inclusive,* with Ranch residence: 2,600 square feet of living space above grade exclusive of garage and basement * and Lots Twenty-two (22) through Thirty-three (33), inclusive
- (c) Residential Lots One (1) through Thirteen (13) inclusive, with Two-story residence: 2,800 square feet of living space above grade exclusive of garage and basement
- (d) Residential Lots One (1) through Thirteen (13) inclusive, with Ranch residence: 2,400 square feet of living space above grade exclusive of garage and basement

Section 9. No Improvement may be constructed, and the structural exterior of any approved Improvement may not be modified, without first obtaining the written approval of all plans, specifications, and elevations by the Architectural Review Agent. These restrictions shall not prohibit installation of any antenna or satellite dish on a Lot or Residential Dwelling, subject, however, to approval of the Architectural Review Agent, which approval right shall be exercised to allow placement of an antenna or satellite dish so as to allow adequate reception and enhance and maintain the aesthetic quality of the Existing Properties.

Section 10. All driveways are required to be surfaced with blacktop or concrete within six (6) months of the completion of the Residential Dwelling on any Residential Lot. The Architectural Review Agent may grant written extensions of this time limit upon a showing that weather did not permit compliance with this requirement.

Section 11. The front facades of all Residential Dwellings of the same color or of a substantially similar design shall not be located across the street from one another (lots of thirty percent (30%) of greater front lot line overlap shall be deemed across the street for purposes of this paragraph) or an adjacent lots.

Section 12. No vinyl or aluminum siding shall be allowed on Residential Dwellings or other structures. Trim materials shall be subject to approval through the Architectural Review process.

Section 13. No all terrain vehicle ("ATV"), snowmobile, dirt bike or other like vehicle may be operated on Common Property or on Verona Company property. Pedal-powered mountain bikes shall be allowed only on impervious surfaces.

Section 14. No above-ground pools are permitted on any Residential Lot. Notwithstanding the foregoing, temporary children's playpools not exceeding a water surface diameter of eight feet (8') round or eight feet by ten feet (8' x 10') rectangular with a depth no greater than twenty-four inches (24") and with a water volume capacity not exceeding one thousand (1,000) gallons may be permitted with the approval of the Architectural Review Agent.

Section 15. For any of the foregoing Conditions and Restrictions which require approval by the Architectural Review Agent, approval shall be sought by submitting a written request to the Architectural Review Agent, including all documents or other information required by these Conditions and Restrictions or by the Architectural Review Agent. The Architectural Review Agent shall approve or deny the request in writing within thirty (30) calendar days of the Agent's actual receipt of the request for approval. Approval or Denial is effective upon deposit postpaid in the United States Mail. Failure of the Architectural Review Agent to approve or deny the request in writing within thirty calendar days of receiving the request shall constitute a constructive approval of the request. Approval or denial of any such request shall be in the Architectural Review Agent's sole discretion.

Section 16. It shall be understood by Owners that hunting of any description within the limits of the municipality is prohibited by City of Belvidere ordinances and that Owners have no rights to hunt within the Subdivision or on Verona property.

Section 17. Owners shall arrange for regular trash removal for their Lot and shall abide by City of Belvidere ordinances with regard to refuse. Owners shall not allow trash, refuse or abandoned or junked appliances or equipment to remain on their Lot for a period longer than two (2) days, or as otherwise controlled by City ordinances, whichever is less.

Section 18. Developer shall provide one mailbox for each Residential Dwelling. Each individual Owner shall be responsible for the subsequent maintenance, repair and replacement of its own mailbox.

Section 19. Owners shall provide, at Owner's expense, flared concrete end sections at culvert locations.

Section 20. Chimneys shall be masonry.

Section 21. Architectural Grade shingle shall be required for roofing.

Section 22. The Owner of each lot, at Owner's expense, shall plant and maintain a minimum of two (2) trees per lot.

Section 23. It shall be understood by Owners that access to certain designated portions of the Beaver Creek shall be limited to the Owners of Estate Lots as shown on the General Development Plan attached as Exhibit A, being Lots One (1) through Thirteen (13), inclusive, Lots Sixteen (16) through Twenty (20), inclusive, and Lots Twenty-two (22) through Thirty-three (33), inclusive, and such access shall be strictly

limited to the route identified by Verona from time to time. The use of said access is limited to walking and hiking, picnicking and fishing only. Camping and trapping are prohibited. Access rights may be subject to revocation if limits of use are violated. Verona reserves the right to add additional limits of use as appropriate from time to time.

Section 24. It shall be understood by Owners that the configuration of attached garages is controlled by the City of Belvidere Ordinance 605G, paragraph 13, a copy of which is attached hereto and incorporated herein as Exhibit B.

Section 25. In the event that any federal, state or municipal reviewing agency requires compliance with any law, statute, ordinance or regulation, the Homeowners Association and/or the lot Owners shall bear the burden of such compliance.

ARTICLE IX: ELEMENTARY SCHOOL SITE

Per the terms of the Annexation Agreement entered into with the City of Belvidere on May 12, 2003 and recorded as Document Number 03-R-09885 in the Record Office of Boone County, Illinois, Verona may negotiate with the Belvidere School District #100 and the Belvidere Park District to transfer property in the northeast portion of the Subdivision to the Belvidere School District #100 and the Belvidere Park District for a combined elementary school and park site, as shown on Exhibit A.

ARTICLE X: GENERAL PROVISIONS

Section 1. Non-Waiver. None of the Restrictions or Covenants shall be deemed to have been waived by reason of a failure to enforce their provisions.

Section 2. Enforcement. Verona, the Developer, the Architectural Review Agent, and any Owner shall be entitled to enforce any of the foregoing Restrictions and Conditions by proceedings at law or equity, PROVIDED, that Owners may not seek to enforce any Restriction or Condition without first notifying the Architectural Review Agent of the alleged violation and giving the Architectural Review Agent thirty (30) calendar days to seek its correction.

Section 3. Mediation. In the event that an Owner or Owners fail to agree upon maintenance standards and assessments, the parties shall hire an independent mediator to determine maintenance standards and assessment charges, and the cost of hiring said mediator shall be borne by the Owner or Owners who are party to the dispute.

Section 3. Attorney's Fees. In any successful suit brought to enforce a Restriction or Condition, or to seek damages for its breach, the prevailing party shall be entitled to its attorney's fees.

Section 4. Severability. In the event that any Restriction or Condition, or of any portion of any Restriction or Condition, shall be found to be invalid by a court of competent jurisdiction, that provision shall be null and void and the remaining Restrictions and Conditions shall remain in full force and effect.

Section 5. Assignment. The rights, privileges, and powers retained by the undersigned shall be assignable, and shall inure to the benefit of its successors and assigns.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Member or Owner on the records of the association at the time of such mailing.

Section 7. Construction of These Articles. Zoning changes applicable to the Properties, whether initiated by municipal or private action, shall have no effect upon the construction of these Articles or upon the rights and duties of Members unless and until approved by two-thirds of the Members entitled to vote in person written notice of which shall be sent to all Members at least thirty days in advance and shall set forth the purpose of the meeting. The quorum for action authorized by this Section shall be in accordance with Section 7, Article V, hereof.

Section 8. Enforcement by City. The City of Belvidere ("City") may, but is not obligated to, undertake any maintenance obligations referenced herein for the Homeowner's 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.

Dated this 1st day of June, 2004.

VERONA PROPERTIES, LLC, an Illinois
limited liability company

By: Frank Shappert
Frank Shappert, Manager

By: Patrick Mattison
Patrick Mattison, Manager

By: Gordon N. Lucas
Gordon Lucas, Manager

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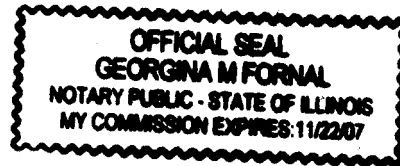
STATE OF ILLINOIS)
)SS.
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that above named managers of Verona Properties LLC, an Illinois limited liability company, being all the managers of said company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 1st day of June, 2004.

Georgina M. Fornal
Notary Public

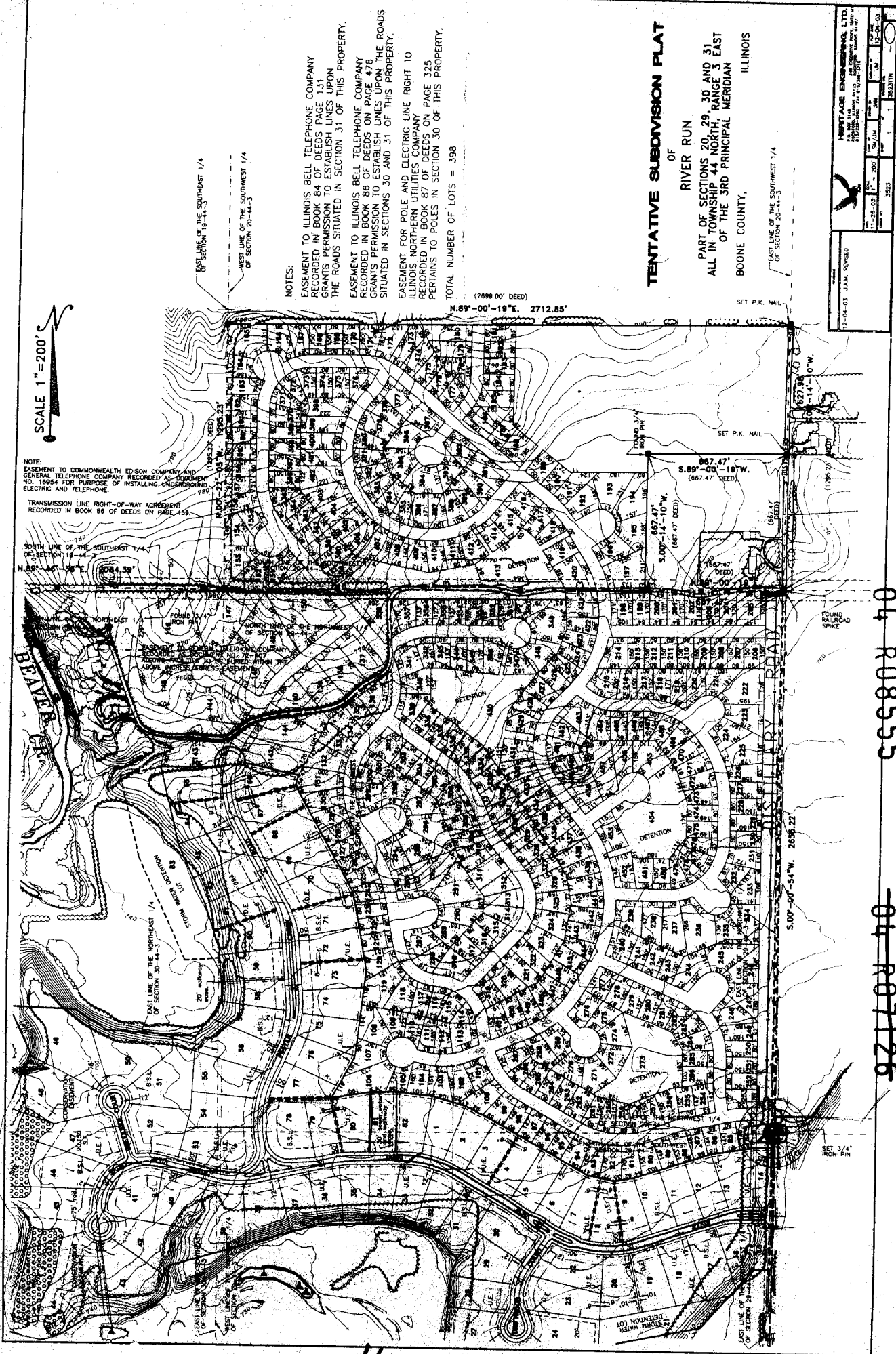
Prepared By and Return To:
Hinshaw & Culbertson
100 Park Avenue
Rockford, IL 61101
Attention: James W. Keeling



04 R08555

~~04 R07126~~

Exhibit A of Declaration



NOTES:
 EASEMENT TO ILLINOIS BELL TELEPHONE COMPANY
 RECORDED IN BOOK 86 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 86 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.
 TOTAL NUMBER OF LOTS = 398

TENTATIVE SUBDIVISION PLAT
 OF
RIVER RUN
 PART OF SECTIONS 20, 29, 30 AND 31
 ALL IN TOWNSHIP 44 NORTH, RANGE 3 EAST
 OF THE 3RD PRINCIPAL MERIDIAN
 BOONE COUNTY,
 ILLINOIS

HERITAGE ENGINEERING, LTD.	
DATE: 11-28-03	BY: JAM. RONGE
SCALE: 1"=200'	PROJECT: 3553
DATE: 11-28-03	BY: JAM. RONGE
SCALE: 1"=200'	PROJECT: 3553

04 R08555 04 R07126

*EXHIBIT B of Declaration***ORDINANCE NO. 6056****AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED
COMMUNITY DEVELOPMENT IN A D, SINGLE FAMILY DISTRICT
(RIVER RUN SUBDIVISION)**

WHEREAS, the City of Belvidere has adopted Chapter 150, Zoning Ordinance, in accordance with the provisions of Illinois Compiled Statutes, to regulate the use of land and specify the minimum requirements for improvements on land in the City of Belvidere; and,

WHEREAS, a written application has been made to obtain a special use for a planned community development in a D, Single Family District pursuant to the applicable provisions of the Zoning Ordinance (Chapter 150 of the Belvidere Municipal Code) of the City of Belvidere, Illinois and in accordance to the Illinois State Statutes; and,

WHEREAS, after due notice in the manner provided by law the Planning Commission conducted a public hearing for the special use for a planned community development and having considered the evidence, both oral and documentary, and being fully advised has submitted its written findings and recommendations; and,

WHEREAS, the corporate authorities of the City of Belvidere have reviewed and considered the findings and recommendation of the Planning Commission; and,

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

Section 1. That the following described property, to wit:

(See Exhibit A-1)

(The subject property is located west of Distillery Road approximately ½ mile south of U.S. Business Route 20, in Belvidere Township; see Exhibit B)

is granted a special use for a planned community development in a D, Single-Family District which shall be designed, developed, and operated, subject to the following conditions:

1. Conformance with the approved annexation agreement between the City and the Hardeman Company for the subject property, dated May 12, 2003.
2. All off-site improvements shall be provided as agreed to in the approved annexation agreement between the City and the Hardeman Company for the subject property, dated May 12, 2003. Distillery Road shall be

04 R08555

~~04 R07126~~

Ordinance No. 605G

Page 2

improved in substantial conformance with the Distillery Road Design Features Plan, dated 1/17/03 and revised 3/12/03.

3. All street lights and street signs that will be erected within the bounds of the development shall look substantially similar to those illustrated on the Landscape Features Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03.
4. The main entrance and affiliated subdivision identification signage that will be placed at the main entrance shall be developed in substantial conformance with the Project Signage Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03.
5. The planned community development shall only apply to the area shown on the Tentative Subdivision Plat for ER District of River Run by Heritage Engineering, Ltd., dated July 22, 2003 and revised 8/25/03, 9/2/03, and 9/8/03.
6. The planned community development shall be configured in a way that is substantially consistent with the Tentative Subdivision Plat for ER District of River Run by Heritage Engineering, Ltd., dated July 22, 2003 and revised 8/25/03, 9/2/03, and 9/8/03 (identifying 79 detached single family lots) and developed in substantial conformance with the Improvement Plans for Plat No. 1 of River Run Subdivision by Heritage Engineering, Ltd., dated October 2003, revised 9/22/03 and 11/11/03. The remainder of the site shall be improved in the future with improvements that are substantially consistent with the rural cross section - curb improvement character theme of Plat No. 1. Any bike path located adjacent to a public street shall be appropriately marked by paint markings to prevent vehicle parking on bike path.
7. All mailboxes that will be erected within the bounds of the development shall look substantially similar to the street lights and street signs illustrated on the Landscape Features Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03. To insure that the mailboxes will look substantially similar to the above noted plans, mailbox elevation plans shall be presented to the City for review and approval prior to the erection of any mailbox. This condition shall be enforced by the association.
8. Landscaping along Distillery Road, on lots 14 and 15 of the preliminary plat which has been a made a part of this ordinance via conditions 5 and 6, shall be installed in substantial conformance with the Landscape Features Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03 and with the Project Signage Plan, dated 1/17/03 and revised 3/12/03 and 3/31/03. Landscaping within these lots shall provide a 75% screening or greater (within five years after installing) of Distillery Road when viewed from the single family homes located within River Run Subdivision. Screening shall be comprised of any combination of plant material (shade trees - measuring not less than 2 inches in diameter; evergreens and

04 R08555

~~04 R07126~~

Ordinance No. 605G

Page 3

- ornamentals -measuring not less than 6 feet in height; shrubs -measuring not less than 18 inches in height for coniferous and 24 inches in height for deciduous) and earth mounded berms (not exceeding a 33 percent slope). A variety of plant materials is encouraged. The landscaping that will be placed within the lots shall be planted prior to the release of the performance bond or equivalent for the subject phase (plat).
9. Two shade trees shall be installed in the required front yard per lot or 4 shade trees per corner lot (2 per required front yard) throughout the development. Shade trees may be placed within the public right-of-way terrace in front of each lot in lieu of the previous said condition as long as the plantings do not interfere with the City of Belvidere's utilities. Shade trees shall not be less than 2 inches in diameter. Shade trees required on the lot to lot basis shall be installed prior to the final building inspection and/or prior to the occupancy of the single family home on the lot. The planting deadline for the lot to lot required plantings may be changed because of weather related reasons as long as the City Building and Zoning Official agrees to such date. Landscaping throughout the development, specifically the landscaping within the landscape islands, shall be located/installed in substantial conformance with the River Run General Development Plan by Lannert Group, dated January 17, 2003, revised as of March 31, 2003. Shade trees required per the above plan shall not measure less than 2 inches in diameter and evergreens and ornamentals shall not measure less than 6 feet in height. Landscaping located within the public right-of-way shall not interfere with the City of Belvidere's utilities and shall be maintained by the homeowner's association. Landscaping planted within the public right-of-way shall be planted prior to the release of the performance bond or equivalent for the subject phase (plat).
10. A wetland delineation study shall be conducted by a professional firm certified in such for the subject property. Any wetland found on-site shall have a conservation easement placed upon the wetland with language stating that the wetland shall be left in it natural state and not be disturbed. All single family residential lots shall be located out of the 100 year flood plain. Owner shall maintain the land immediately adjacent to this planned community development, and identified as open space in the annexation agreement between the City and the Hardeman Company for the subject property, dated May 12, 2003, as open space, in perpetuity, and to prohibit construction of any permanent improvements thereon without the prior written consent of the City.
11. Easements with the appropriate language shall be placed upon the areas that are identified on-site in the archaeological phase 1 reconnaissance report that was provided to the Illinois Historic Preservation Agency.
12. Detached single family building front facades of the same color or of similar elevation shall not be located across the street from one another

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Ordinance No. 605G
Page 4

(lots with 30% overlap or greater) or on adjacent lots. 80% of all of the homes located within the development shall contain decorative brick or stone on a minimum of 1/3 of the front facade. Detached single family homes with side and rear load garages are encouraged, in addition to the standard front load garage, for the purpose of minimizing home monotony throughout the development. For this condition, the front facade shall be defined as the plane of the house and garage that faces a public street. This condition shall only be applied to the principal front facade on a through lot. This condition shall apply only during the initial construction phase of the single family home (when a building permit is taken out for the construction of the single family home). This condition shall be placed within the subdivision's covenants and restrictions and shall be enforced by the association. The City may aid in the enforcement of this condition when deemed necessary.

13. All attached garages with garage doors facing a public street shall not occupy more than 65% of the front facade of the house in width. For the aforementioned sentence, the front facade shall be defined as the plane of the house and garage that faces a public street. All attached garages with garage doors facing a public street shall have a partial roof/eave/overhang placed directly above on the same story. All attached garages with garage doors facing a public street shall be located at a distance equal with or behind the front facade of the house, the porch, the entrance feature / pad, or the bay window, whichever is closer to a public street. This requirement assumes that all of the previously noted design features are located behind the required front yard set back. All attached garages with garage doors facing a side or rear lot line shall be located at a distance that does not exceed 12 feet in front of the front facade of the house provided that the side of the garage facing the public street shall be improved with windows to compliment the front facade design. For the 3 aforementioned sentences, the front facade shall be defined as the closest plane of the house facade, excluding the garage, to a public street. This condition shall only be applied to the principal front facade on a through lot.
14. Storing (stationary for more than 48 hours or more) of boats, campers, trailers and recreational vehicles within the bounds of the development is prohibited. Parking of previously noted or any other type of vehicle shall take place on a impervious surface; parking on a pervious surface is prohibited.
15. The final version of the covenants and restrictions for the planned community development shall be provided to the City Council for review and recorded in the Boone County Records Office. Proof of recording said shall be provided to the Planning Department no later than 60 days after the recording of any final plat. The covenants and restrictions for the development shall provide that the City may, but is not obligated to enforce the covenants and restrictions and that the City may, but is not

04 R08555

~~04 R07126~~

Ordinance No. 605G

Page 5

obligated to undertake, a maintenance obligation for the Homeowner's Association which remain under performed. In the event the City elects to enforce any covenants and restrictions, the Homeowner's 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.

16. Compliance with the eight (8) conditions listed in the letter by H.L.R., Dirk Yuill, dated October 22, 2003, prior to the recording of Final Plat #1 of River Run Subdivision.
17. The departures granted hereby the approval of this ordinance for the subject property are detailed out within the Planned Community Development Departures and Exception Section of the Staff Advisory Report, dated December 5, 2003. *Compliance with all other applicable codes, ordinances, and agreements.

(See Exhibit C)

SECTION 2. That acceptance of any of the benefits of this special use for a planned community development shall be deemed acceptance of all the terms and conditions set forth herein.

SECTION 3. This ordinance shall be in full force and effect immediately upon its passage and approval as provided by law. This ordinance shall be published in pamphlet form.

PASSED by the City Council of the City of Belvidere this ____ day of _____, 2004.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____, 2004.

Frederic C. Brereton, Mayor

ATTEST:

Shauna Arco, City Clerk

Ayes: ____ Nays: ____ Absent ____

City Council Members Voting Aye: _____

City Council Members Voting Nay: _____

Date Published:

Sponsor: _____

04 R08555

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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,

Exhibit B

Business 20

River Run PCD

Dispersal Road

04 R08555

04 R07126

Newburg Road

04 R08803

FILED FOR RECORD
BOONE COUNTY, IL.

2004 JUL 28 PM 3:19

Agencia E. Schneider
BOONE COUNTY RECORDER

**GRANT OF CONSTRUCTION
AND USE EASEMENT**

THIS GRANT OF CONSTRUCTION AND USE EASEMENT (the "Agreement") is made and entered into as of this 27th day of June, 2004, by and between the CITY OF BELVIDERE an Illinois municipal corporation, ("City") and VERONA PROPERTIES, LLC, an Illinois limited liability company, or its assigns ("Grantee").

WITNESSETH:

The following recitals of fact are a material part of this Agreement.

- A. Grantee is the owner of record of the real property legally described as Plat No. 1, River Run Subdivision, the Plat of which Subdivision is recorded as Document Number 2004 R 03731, Envelope No. 294-A in the office of the Recorder of Deeds in Boone County, Illinois, which property is to benefit by the terms of the Agreement ("Benefited Property").
- B. City holds the right-of-way ("ROW") over the property on River Run Drive, Belvidere, shown on Exhibit "A" attached hereto and incorporated herein by this reference.
- C. City is willing to grant and Grantee wishes to receive a perpetual construction and use easement over a portion of the ROW described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Easement Premises"), which Easement Premises are shown on the diagram labeled Exhibit "C" attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals Incorporated By Reference.** The provisions of the aforesated recital paragraphs are, by this reference, herein incorporated as if they had been set forth in the text of this Agreement.

2. **Grant of Easement.** Subject to the terms of this Agreement and to all matters and conditions of record, City hereby grants, gives and conveys to Grantee, its successors and assigns, for the purposes herein stated and for no other purpose, a perpetual, non-exclusive easement appurtenant over and through the Easement Premises, said easement to be for the purpose of constructing, installing, maintaining and using signage of approximately sixteen feet by four feet (16' x 4'); a water feature approximately eight feet (8') in diameter, an entrance structure of approximately ten feet by fourteen feet (10' x 14'), and a gate with two (2) piers each pier being three feet (3') square, (collectively, "Amenities") and to include the right, permission and authority to enter upon such portions of the Easement Premises as may be reasonably necessary for the purpose of constructing, installing, maintaining, repairing, replacing, operating, using and/or removing the Amenities (collectively, the "Amenity Activities"), provided that such Amenities and Amenity Activities shall not interfere with other portions of the ROW not subject to this easement.
3. **Covenants of City.** City covenants and agrees that (i) upon Grantee's submission of construction plans for the Amenities for review and approval by the City, City shall not unreasonably withhold approval, (ii) City shall not deny a building permit for the construction of any of the Amenities on the basis of lot size or setback requirements that may be required under the City of Belvidere Code, and City shall not unreasonably withhold a building permit for the construction of any of the Amenities on any other basis, including but not limited to aesthetic considerations, and (iii) City shall not interfere with any building, structure or amenity that shall be erected or constructed on the Easement Premises by Grantee.
4. **Covenants of Grantee.** Grantee covenants and agrees: (i) to pay all costs and expenses incurred in connection with or resulting from any Amenity Activities; (ii) to promptly discharge (or bond over) any lien filed against the Easement Premises by reason of labor, materials or equipment provided to or at the request of Grantee; (iii) to construct and install the Amenities in a good and workmanlike manner, free from defects, and to thereafter insure and maintain the Amenities in good condition and repair; and (iv) to comply with all laws, statutes, ordinances, building codes, rules and regulations applicable to the Amenities and to any Amenity Activities.
5. **Maintenance.** Grantee shall repair or replace any damaged Amenity within sixty (60) days of occurrence of said damage. In the event any damaged amenity interferes with the remainder of the ROW, Grantee shall immediately repair or remove said amenity from the ROW. The City may also, without liability, and at Grantee's expense, remove such damaged amenity. Notwithstanding the foregoing, in the event that Grantee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Grantee, then performance of such act shall be excused

for the period of the delay and the period of any such act shall be extended for a period equivalent to the period of such delay. In any event, if Grantee fails to remove or repair any amenity as set forth herein, the City may remove or repair the amenity without liability and at Grantee's expense.

6. **Indemnity.** Grantee agrees to indemnify, defend, protect and hold harmless City against and from any claims, demands, actions, liens, liabilities, damages, losses, costs and expenses (including without limitation attorney's fees) arising out of or resulting from any Amenity Activities or any other acts or omissions of Grantee on or related to the Easement Premises, including, without limitation any such Claims arising out of or resulting from the injury or death of any person or person, the damage or destruction of any property, or any breach of this Agreement by Grantee.
7. **Insurance.** Grantee shall maintain in full force and effect liability insurance insuring against all liability for loss or damage to person or property arising out of the use of the easement. Such liability insurance shall be in an amount not less than \$1,000,000.00 per occurrence with respect to bodily injury, death, property damage and personal injury, and said insurance shall name City as an additional insured.
8. **Damage by City.** City shall not be liable for any damage it may cause to the Amenities, unless such damage is the result of or caused by gross negligence or malfeasance on the part of the City.
9. **Covenants Run With Land.** All provisions of this Agreement, including, without limitation, the benefits and burdens thereof, shall run with the land and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to the ROW or the Easement Premises.
10. **Interpretation.** The term "Grantee," as used in this Agreement, includes Grantee's agents, employees, contractors, engineers, representatives successors and assigns.
11. **Integration.** This Agreement contains the entire agreement of the parties regarding the subject matter hereof and supercedes all other agreements or understandings, whether written or oral, related to such subject matter. This Agreement may be amended only by a written instrument executed and properly recorded by the parties hereto.
12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Upon development of the Benefited Property by Grantee and upon the creation of a homeowners association, Grantee shall convey and assign its interests, rights, and obligations in the Easement Premises to said homeowners' association. Grantee shall include the obligations of this easement Agreement in the Declaration of Covenants, Conditions and Restrictions for the Benefited Property.

13. **Notices.** All notices and other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be deemed properly served on the first day following deposit with a nationally-recognized overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to City: City of Belvidere
119 South State Street
Belvidere, IL 61108

If to Grantee Distillery Road, LLC
c/o Lobdell & Hall, Inc.
6050 Brynwood Drive, Suite 203
Rockford, IL 61114-6597

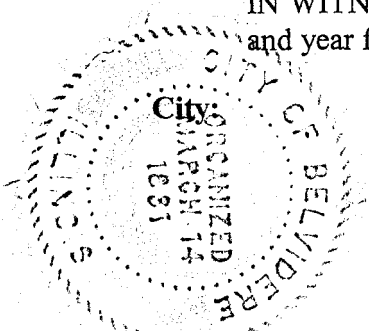
Names and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

14. **Attorneys' Fees.** In the event any action or other legal proceeding is commenced by a party against the other party, including, without limitation, any action to enforce the terms of this Agreement or to recover damages on the basis of a breach thereof, each party in any such action or other legal proceeding, in any appeal therefrom, and in any action to enforce a judgment obtained therein, as the case may be, shall be responsible for its own attorney's fees.
15. **Termination.** After the expiration of five (5) years from the date of execution of this easement, City may, upon 180 days written notice to Grantee, terminate this easement and remove the Amenities, without liability, solely for the purpose of road widening or road reconstruction. In the event of such termination, City shall reasonably cooperate with Grantee to relocate and reconstruct the Amenities, but shall not bear any of the cost thereof.

(The remainder of this page is intentionally left blank.)

04 R08803

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



City of Belvidere, an Illinois municipal corporation

By: L.C.B.

Its Mayor

ATTEST:

Shanna Arco
City Clerk

Grantee:

Verona Properties, LLC
an Illinois limited liability company

By: Frank Shappert
Frank Shappert, Manager

By: Patrick Mattison
Patrick Mattison, Manager

By: Gordon D. Lucas
Gordon Lucas, Manager

04 R08803

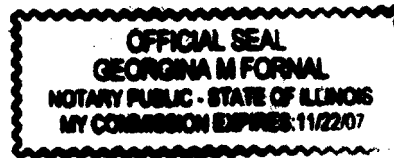
STATE OF ILLINOIS)
) SS
WINNEBAGO COUNTY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Frank Shappert, Patrick Mattison and Gordon Lucas being the Managers of Verona Properties, LLC, an Illinois limited liability company, have caused their names to be signed to these presents, 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 they signed, sealed and delivered the said instrument as their free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of July, 2004

Georgina M. Fornal
Notary Public

Prepared by and Return to:
Carol A. Lockwood
Hinshaw & Culbertson
100 Park Avenue
P.O. Box 1389
Rockford, IL 61105



04 R08803

Exhibit H

SOUTH LINE OF THE NORTHWEST
1/4 OF SECTION 29-44-3.

S. 89°-59'
W. 10"E.

NORTH LINE OF THE SOUTHWEST
1/4 OF SECTION 29-44-3.

3-00-00#E

...BYWAY

52

DIVER

22 K08803 22 04

EXHIBIT A

-7-

LEGAL DESCRIPTIONS**FOR SIGN EASEMENT:**

Part of the Southwest Quarter (1/4) of Section Twenty-nine (29), 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 Southwest Quarter of said Section which bears South 00°-00'-54" West, 406.67 feet from the Northeast corner of the Southwest Quarter of said Section; thence North 89°-59'-06" West, at right angles from the preceding course, 35.00 feet to the point of beginning for said easement; thence South 00°-00'-54" West, at right angles from the preceding course, 2.63 feet; thence South 75°-47'-29" West, 9.65 feet; thence North 89°-59'-06" West, 26.05 feet; thence North 44°-59'-06" West, 1.41 Feet; thence North 00°-00'-54" East, 8.00 feet; thence North 45°-00'-54" East, 1.41 feet; thence South 89°-59'-06" East, 26.05 feet; thence South 75°-45'-41" East, 9.65 feet; thence South 00°-00'-54" West, 2.63 feet to the point of beginning. Situated in Boone County, Illinois.

FOR GATE HOUSE EASEMENT:

Part of the Southwest Quarter (1/4) of Section Twenty-nine (29), 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 Southwest Quarter of said Section which bears South 00°-00'-54" West, 406.67 feet from the Northeast corner of the Southwest Quarter of said Section; thence North 89°-59'-06" West, at right angles from the preceding course, 82.40 feet to the point of beginning for said easement; thence South 00°-00'-54" West at right angles from the preceding course, 6.00 feet; thence South 45°-00'-54" West, 1.41 feet; thence North 89°-59'-06" West, 15.25 feet; thence North 67°-46'-03" West, 11.50 feet; thence North 00°-00'-54" East, 5.30 feet; thence North 67°-47'-51" East, 11.50 feet; thence South 89°-59'-06" East, 15.25 feet; thence South 44°-59'-06" East, 1.41 feet; thence South 00°-00'-54" West, 6.00 feet to the point of beginning. Situated in Boone County, Illinois.

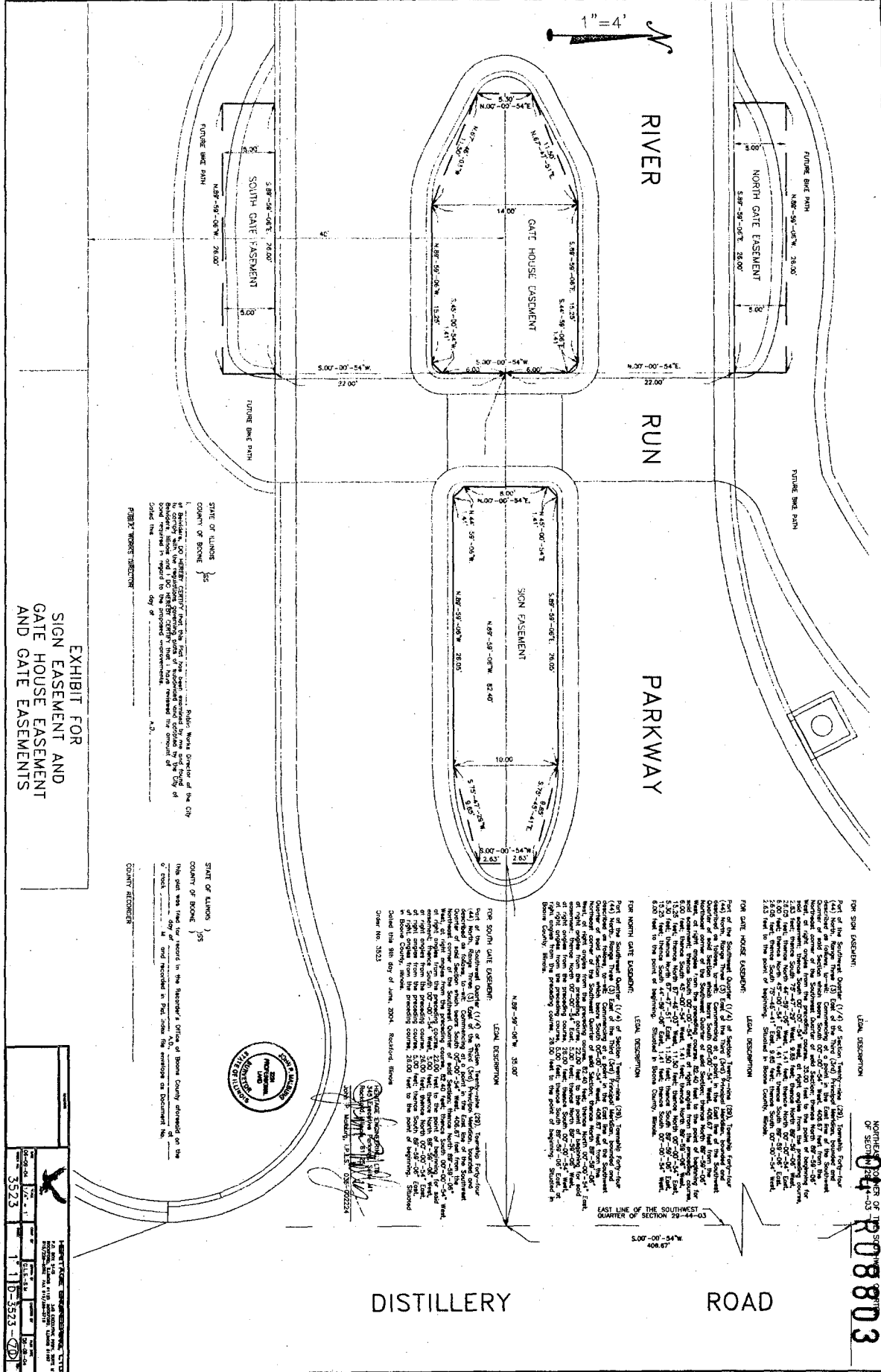
FOR NORTH GATE EASEMENT:

Part of the Southwest Quarter (1/4) of Section Twenty-nine (29), 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 Southwest Quarter of said Section which bears South 00°-00'-54" West, 406.67 feet from the Northeast corner of the Southwest Quarter of said Section; thence North 89°-59'-06" West, at right angles from the preceding course, 82.40 feet; thence North 00°-00'-54" East, at right angles from the preceding course, 22.00 feet to the point of beginning for said easement; thence North 00°-00'-54" East, 5.00 feet; thence North 89°-59'-06" West, at right angles from the preceding course, 26.00 feet; thence South 00°-00'-54" West, at right angles from the preceding course, 5.00 feet; thence South 89°-59'-06" East, at right angles from the preceding course, 26.00 feet to the point of beginning. Situated in Boone County, Illinois.

FOR SOUTH GATE EASEMENT:

Part of the Southwest Quarter (1/4) of Section Twenty-nine (29), 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 Southwest Quarter of said Section which bears South 00°-00'-54" West, 406.67 feet from the Northeast corner of the Southwest Quarter of said Section; thence North 89°-59'-06" West, at right angles from the preceding course, 82.40 feet; thence South 00°-00'-54" West, at right angles from the preceding course, 22.00 feet to the point of beginning for said easement; thence South 00°-00'-54" West, 5.00 feet; thence North 89°-59'-06" West, at right angles from the preceding course, 26.00 feet; thence North 00°-00'-54" East, at right angles from the preceding course, 5.00 feet; thence South 89°-59'-06" East, at right angles from the preceding course, 26.00 feet to the point of beginning. Situated in Boone County, Illinois.

04 R08803





* 2 0 1 3 R 0 3 2 5 9 *

2013R03259

MARY S. STEURER
BOONE COUNTY CLERK & RECORDER
RECORDED ON
04/23/2013 02:10:04PM
Number Of Pages: 5
REC FEE: 36.00

RESOLUTION #2002-2013:
A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS OF
PLAT #1 OF THE RIVER RUN SUBDIVISION

WHEREAS, the City Council of the City of Belvidere previously approved the final Plat of Subdivision for Plat #1 of the River Run Subdivision (hereinafter the Subdivision; and

WHEREAS, the owner/developer of the Subdivision has certified that all public improvements, with the exception of certain sidewalks, identified on said plat to be dedicated to the City of Belvidere and required to be constructed by owner/developer are completed according to the City of Belvidere Municipal Code and the directives of the City's Department of Public Works with the exception of certain sidewalks; and

WHEREAS, the owner/developer dedicated certain Public Improvements to the City of Belvidere as identified on the attached Plat of Subdivision for the Subdivision.

NOW, IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere, Illinois as follows:

- 1) The foregoing recitals are hereby incorporated by this reference.
- 2) The Public Improvements identified as being dedicated to the City of Belvidere on the Final Plat of Subdivision of Plat #1 of the River Run Subdivision are hereby accepted by the City of Belvidere. This acceptance does not relieve Owner or its successors and/or assigns from any obligation relating to any other improvements which are noted on said plat.
- 3) The Clerk is authorized to record this resolution with the Boone County Recorder of Deeds.

Passed by the City Council of the City of Belvidere, Illinois this 15th day of April 2013.

Approved: _____

Mayor

Attest: _____

City Clerk

Ayes: Chamberlain, Crawford, Morris, Sanders, Sanderson,
Schrader, Snow, Stevens, Bowley and Brooks.
Nays: None.
Absent: None.

Date Approved: April 16, 2013

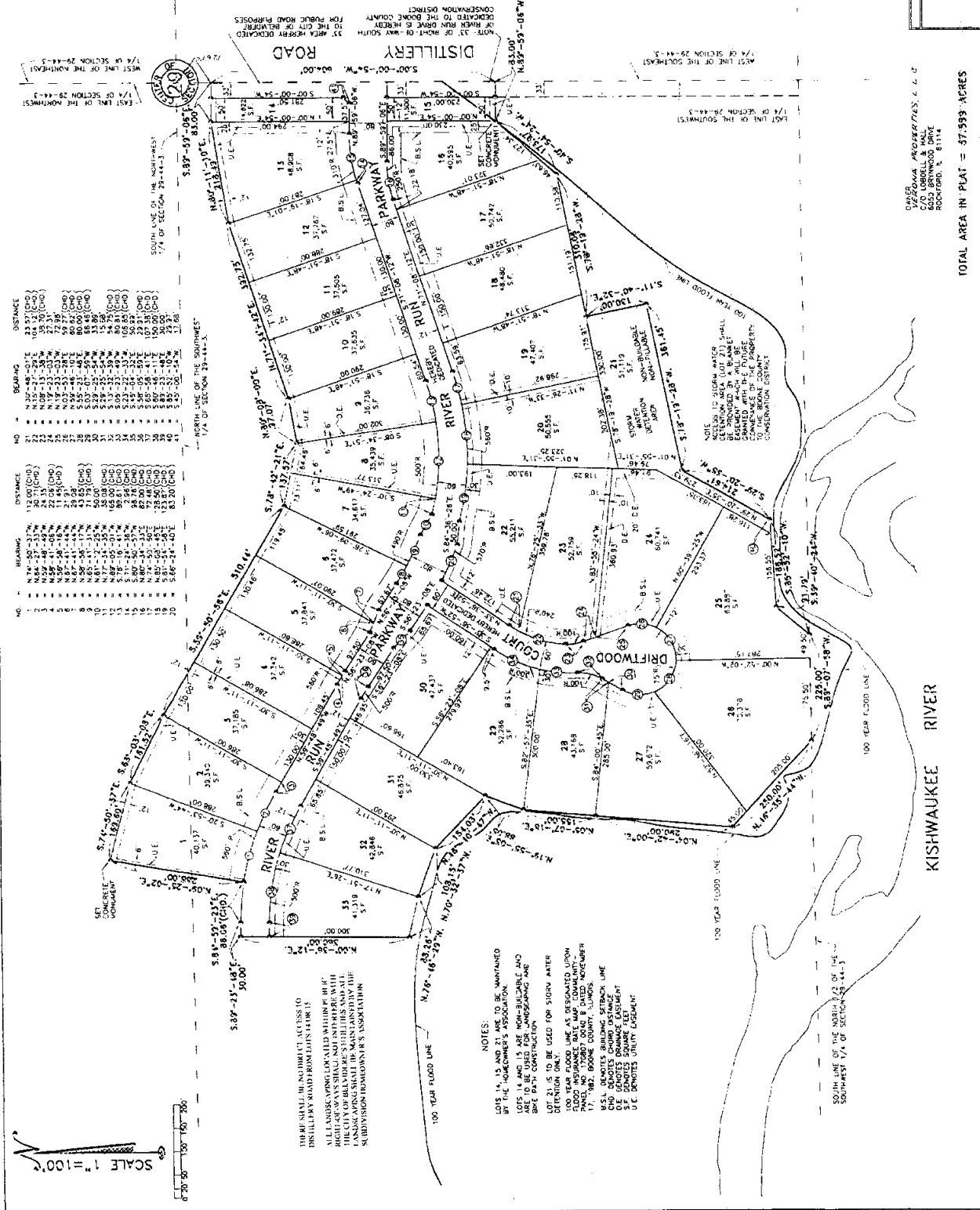
Agreed to by: Distillery Road, LLC, Date: 4/12/13

By: CO Lobdell & Hall, Inc. As Manager

Its: By: [Signature] Its President

Y:\Draft Ordinances\Resolution\Accepting Plat 1 River Run Improvements2.doc

ILLINOIS RECORDER FOR INFORMATIONAL PURPOSES ONLY



"CASEMENT PROVISIONS."

On November 1, 1984, the defendant was granted the requested governmental bond in the amount of \$100,000.00. The defendant was released on his own recognizance and was not required to post any bond. The defendant was released on his own recognizance and was not required to post any bond.

[illegible]

PASSEMENT DÉROUSINIS

[illegible][illegible]

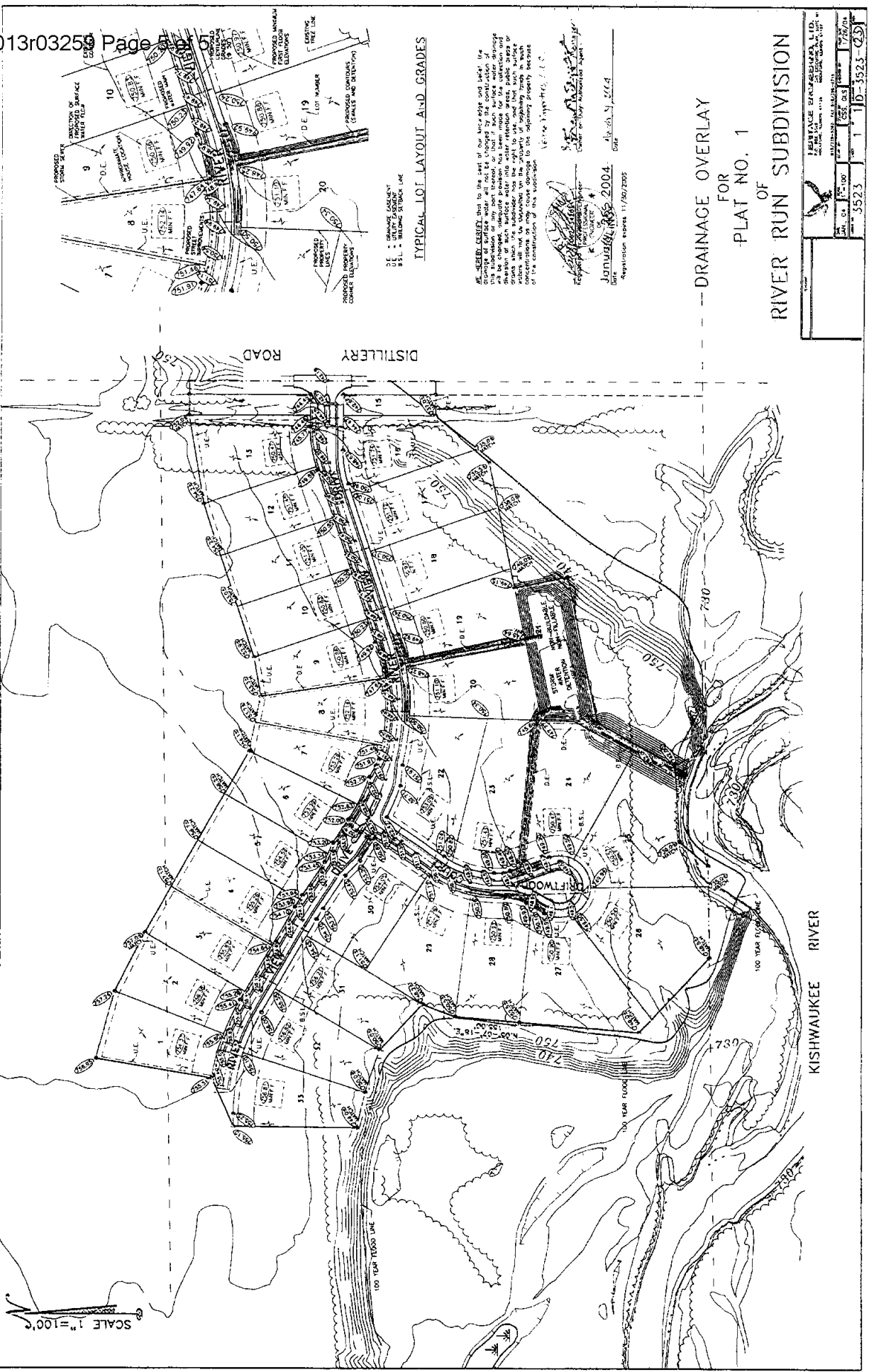
PLAT NO. 1
RIVER RUN SUBDIVISION
BEING PART OF
THE WEST HALF OF SECTION 29,
TOWNSHIP 44 NORTH, RANGE 3 EAST
OF THE 3RD PRINCIPAL MERIDIAN.

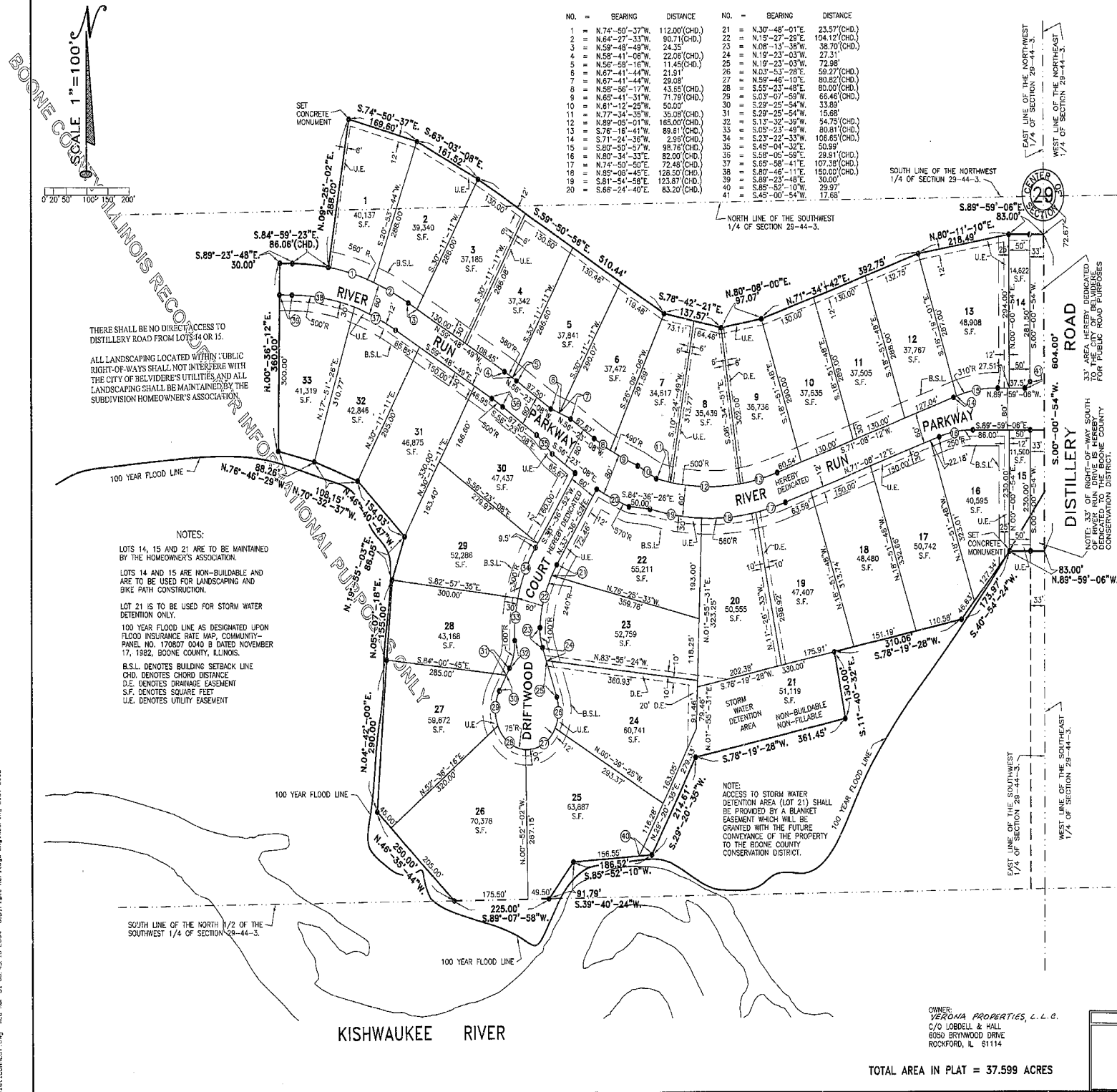
CATER
C/ALAN PROPERTIES, L. &
C/LORELL & MALL
6030 SERNWOOD DRIVE
ROCKFORD, IL 61114

BELVIDERE,
ILLINOIS[illegible]

Planning:

[illegible]





"EASEMENT" PROVISIONS"

"An easement is hereby reserved for and granted to the designated governmental bodies and public utilities or cable television companies with the necessary authorization and/or franchises and their respective successors and assigns within the area as shown by dotted lines on the Plat and marked "Easement," to install, lay, construct, renew, operate and maintain storm and sanitary sewers, pipes, conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other properties with telephone, electric and other utility service or cable television service; also is hereby granted the right to use the streets for said purposes, the right to overtop lots with aerial service wires to serve adjacent lots, the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said storm and sanitary sewers, pipes, conduits, cables, poles, wires, braces, guys, anchors, and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, or saplings that threaten to interfere with any of the said public utility equipment or cable television equipment installed on said easement. No permanent buildings or trees shall be placed on said easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid use or rights herein granted.

If the grade of the subdivision property must be so altered or if storm and sanitary sewer facilities require that the underground utility or cable television equipment be moved or otherwise altered, the owners, their respective successors and assigns shall reimburse the utility company or cable television company for the necessary expense involved."

An easement is hereby reserved for and granted to NICOR GAS, its successors and assigns to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas, in, over, under, across, along and upon the surface of the property shown on this plat marked "Easement," "Common Area or Areas" and streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements," together with the right to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be necessary to install, lay, construct, renew, operate and maintain the gas facilities, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over NICOR GAS facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of NICOR GAS. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in Section 605/2(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)), as amended from time to time.

The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

EASEMENT PROVISIONS

An easement for serving this subdivision and other property with electric and communications service is hereby reserved for and granted to COMMONWEALTH EDISON COMPANY, GTE ILLINOIS INCORPORATED (GTE), VERIZON, AUERTECH, ALLIANT ENERGY, INSIGHT COMMUNICATIONS, GRANTEES, their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and signals and in, over, under, across, along and upon the surface of the property shown within the dashed lines on the plat and marked "Easement," the property designated in the Declaration of Condominium and/or on this plat as "Common Elements," and the property designated on the plat as a "Common Area or Areas," and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in any manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act," Chapter 765 ILCS 605/2(e), as amended from time to time.

The term "Common Area or Areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as, "Outlets," "Common Elements," "Open Area," "Common Ground," "Parking and Common Area." The terms "Common Area or Areas" and "Common Elements" includes real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool or recreation pond, or mechanical equipment.

Relocation of facilities will be done by Grantees at cost of Grantor/lot Owner, upon written request.

STATE OF ILLINOIS }
COUNTY OF BOONE }
I, Shauna Arco, collector of the City of Belvidere
do hereby certify that there are no delinquent or unpaid current or forfeited special
assessments or any deferred installments thereof that have not been apportioned against
the tract of land described in this plat.
I FURTHER CERTIFY that I have received all required fees in connection with this plat.

FURTHER CERTIFY that the required bond and/or security funding is posted for the
completion of the improvements covering streets including storm sewers and other public
ways not under state or county jurisdiction.

Dated at Belvidere, Illinois, this 1st day of April, A.D.,
2004

CITY CLERK

STATE OF ILLINOIS }
COUNTY OF BOONE }

This is to certify that the City Council of the City of Belvidere did, at its meeting of the
24th day of March, A.D., 2004, approve of the annexed
Plat and authorize it to be recorded.

IN WITNESS WHEREOF, I, Frederick A. Sauer, Mayor
of the City of Belvidere, have hereunto set my hand and affixed the seal of said City of
Belvidere, this 14th day of April, A.D., 2004.

MAYOR

Attest:

CITY CLERK

STATE OF ILLINOIS }
COUNTY OF BOONE }

This plat was filed for record in the Recorder's Office of Boone County, Illinois, on the
24th day of March, A.D., 2004, at 3:50
o'clock P.M., and recorded in Plat index file envelope as Document No.
82004RE03131 Envelope 294-A

COUNTY RECORDER

STATE OF ILLINOIS }
COUNTY OF BOONE }

We Commonwealth Edison Company, Verizon and Northern
Illinois Gas Company by our signatures hereon do hereby acknowledge that we have
received a copy of the final plat of
Subdivision and we hereby consent to the recording of said Plat as prepared.

COMMONWEALTH EDISON COMPANY

By: Sam L. Wilson
Dated: 3/25/04

VERIZON

By: Christine Klauke
Dated: 3/26/2004

NORTHERN ILLINOIS GAS COMPANY

By: Thomas G. Gorman
Dated: 3/26/04

INSIGHT COMMUNICATIONS

By: Doni Borden
Dated: 3-30-04

STATE OF ILLINOIS }
COUNTY OF BOONE }

Approved this 1 day of APRIL, A.D., 2004

CITY OF BELVIDERE PLANNING
COMMISSION CHAIRMAN

STATE OF ILLINOIS }
COUNTY OF BOONE }

Know all men by these presents that the undersigned, Verona Properties, L.L.C.

has caused the property embraced in the annexed plat to be surveyed and subdivided
as indicated thereon, for the uses and purposes therein set forth and does hereby
acknowledge and adopt the same under the style and title thereon indicated.

Verona Properties, L.L.C. By
In witness whereof, Frank M. Shappert, as Manager has
caused these presents to be signed by Frank Shappert
attested to by

and caused its corporate seal to be affixed to and for the act and deed of said
corporation on this 24th day of March, A.D., 2004.

By: Frank M. Shappert, Manager

Attest:

STATE OF ILLINOIS }
COUNTY OF BOONE }

I, Craig Hall, a Notary Public in
and for said County in the State aforesaid, DO HEREBY CERTIFY that
Frank M. Shappert
whose name/name is/are subscribed to the foregoing instrument, acknowledged that
he/they signed and delivered the foregoing instrument as Manager of
Verona Properties, L.L.C.
of said corporation and caused the seal of said corporation to be affixed thereto, pursuant
to the authority given by the Board of Directors of said corporation, as their free and
voluntary act and as the free and voluntary act of said corporation for the uses and
purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of March, A.D., 2004.

NOTARY PUBLIC

"OFFICIAL SEAL"
CRAIG HALL
Notary Public, State of Illinois
My Commission Expires 03/22/2008

This is to certify that I, Verona Properties, L.L.C. By Frank M. Shappert, as Manager
as owner/owners of the property herein described in the surveyor's certificate, which will
be known as River Run Subdivision

Subdivision, to the best of my knowledge, is located within the boundaries of Community
Unit School District # 100, and/or High School District #
in Boone County, Illinois.

Dated this 24th day of March, A.D., 2004.

Verona Properties, L.L.C.
By: Frank M. Shappert
Owner Manager

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO }

I, Craig Hall, a Notary Public in and for the
County and State aforesaid, do hereby certify that Frank M. Shappert, as
Manager of Verona Properties, L.L.C.
personally known to me to be the same person/persons whose name/names subscribed
on the foregoing owner's statement, appeared before me, this day in person and acknowledged
the execution of this statement as his/their free and voluntary act.

Given under my hand and notarial seal this 24th day of March, A.D., 2004.

"OFFICIAL SEAL"
CRAIG HALL
Notary Public, State of Illinois
My Commission Expires 03/22/2008

Notary Public

STATE OF ILLINOIS }
COUNTY OF BOONE }

I, CRAIG CAWLER, Public Works Director of the City
of Belvidere, DO HEREBY CERTIFY that this Plat has been examined by me and found
to comply with the regulations governing plats of subdivided land adopted by the City of
Belvidere, Illinois and I DO HEREBY CERTIFY that I have reviewed the amount of
bond required in regard to the proposed improvements.

Dated this 2ND day of APRIL, A.D., 2004

Craig Cawler
PUBLIC WORKS DIRECTOR

STATE OF ILLINOIS }
COUNTY OF BOONE }

I HEREBY CERTIFY that at the request of the Owner's, I have surveyed and subdivided according to
the adjacent Plat No. 1 of River Run Subdivision, being a Subdivision of part of the West Half (1/2)
of Section Twenty-Nine (29), 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 which bears South 00°-00'-54" West, 72.67 feet from the
Northeast corner of the Southwest Quarter of said Section; thence South 00°-00'-54" West,
along the East line of the Southwest Quarter of said Section, 604.00 feet; thence North 89°-59'-06"
West, at right angles from the preceding course, 83.00 feet; thence South 40°-54'-24" West, 173.97
feet; thence South 78°-19'-28" West, 310.06 feet; thence South 11°-40'-32" East, at right angles from
the preceding course, 130.00 feet; thence South 78°-19'-28" West, at right angles from
the preceding course, 361.45 feet; thence South 25°-20'-35" West, 214.61 feet; thence South
85°-52'-10" West, 186.52 feet; thence South 39°-40'-24" West, 91.79 feet to the South line
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, 225.00 feet;
thence North 46°-35'-44" West, 250.00 feet; thence North 04°-42'-00" East, 250.00 feet;
thence North 05°-07'-18" East, 155.00 feet; thence North 19°-55'-03" East, 88.05 feet;
thence North 46°-40'-47" West, 154.03 feet; thence South 70°-32'-37" West, 108.15 feet;
thence North 76°-45'-29" West, 88.26 feet; thence North 00°-35'-12" East, 360.00 feet;
thence South 89°-23'-46" East, 30.00 feet; thence Southeasterly along a circular curve to
the right having a radius of 580.00 feet and whose center lies to the South to a point
(the chord across the last described circular curve course bears South 84°-59'-23" East,
86.06 feet); thence North 09°-25'-00" East, 288.00 feet;
thence South 74°-50'-37" East, 169.60 feet; thence South 63°-03'-08" East, 161.82 feet;
thence South 59°-50'-56" East, 510.44 feet; thence South 78°-42'-21" East, 137.57 feet;
thence North 80°-08'-50" East, 97.07 feet; thence North 71°-54'-42" East, 392.75 feet;
thence North 80°-11'-10" East, 218.49 feet; thence South 89°-59'-06" East, 63.00 feet to
the point of beginning. Situated in Boone County, Illinois. Containing 37.589 Acres.

Dimensions are given in feet and decimals of a foot. Dimensions shown along circular curves are
chord distances pin to pin. Iron pins 3/4 inch in diameter and 4 feet long have been found or
set at points marked on the Plat with a solid dot, and iron pins 5/8 inch in diameter and 3 feet
long have been found or set at all other corners unless otherwise specified.

I HEREBY CERTIFY that no part of the lands embraced within this Subdivision are situated within
a "special flood hazard area" as identified by the Federal Emergency Management Agency.
Also this Plat is within an Incorporated City, and is within 1 1/2 miles of the corporate limits of
an incorporated City, Town or Village which has adopted a City Plan, and is exercising the special
powers authorized by Division 12 of Article 11 of the Illinois Municipal Code as heretofore and
hereafter amended.

Given under my hand and seal this 12th day of February, A.D., 2004.

Rockford, Illinois



HERITAGE ENGINEERING, LTD.
345 Executive Parkway, Suite 101
Rockford, Illinois 61107
John P. Malburg, I.P.L.S. 035-002224

PLAT NO. 1
RIVER RUN SUBDIVISION
BEING PART OF
THE WEST HALF OF SECTION 29,
TOWNSHIP 44 NORTH, RANGE 3 EAST
OF THE 3RD PRINCIPAL MERIDIAN.
BELVIDERE, ILLINOIS

OWNER:
VERONA PROPERTIES, L.L.C.
C/O LOBBELL & HALL
6050 BRYNWOOD DRIVE
ROCKFORD, IL 61114

DATE		SCALE		SHEET		SHEET		SHEET	
DATE		SCALE		SHEET		SHEET		SHEET	
12-01-03	12-23-03	09-08-03	1/4"=100'	1	2	2	3	4	5
09-08-03	12-23-03	09-08-03	1/4"=100'	1	2	2	3	4	5
09-08-03	12-23-03	09-08-03	1/4"=100'	1	2	2	3	4	5