



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens,	1 st Ward	Public Works Vice Chairman
Alderman Tom Porter,	1 st Ward	Finance/Personnel Vice Chairman; City-County
Alderman Daniel Snow,	2 nd Ward	BPZ Chairman; City- County Co-Chairman
Alderman Michael Borowicz,	2 nd Ward	Public Safety Vice Chairman; City-County
Alderman Wendy Frank,	3 rd Ward	City County Coordinating - Vice Co Chairman
Alderman Thomas Ratcliffe	3 rd Ward	Finance and Personnel Chairman
Alderman Ronald Brooks,	4 th Ward	Public Works Chairman
Alderman George Crawford	4 th Ward	Public Safety Chairman
Alderman Mark Sanderson,	5 th Ward	BPZ Vice Chairman
Alderman Marsha Freeman	5 th Ward	City-County Coordinating Committee

AGENDA
October 22, 2018
6:00 p.m.
City Council Chambers
401 Whitney Boulevard, Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain:

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Fire Department Cardiac Monitor Presentation.
 - (B) Fire Department Garage Door Replacement.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business: None.
5. Other:
 - (A) Plote Annexations.
6. Adjournment:

BELVIDERE FIRE DEPT.

Cardiac Monitor Presentation





LIFEPAK

- Currently have 4 (Three 16 years / One 12 years)
- Service agreement no longer available after 2018
- Parts obsolete/third party/used
- Pushing transition into newer model
- Fiscal Year 2019 \$75,000.00 budgeted





AHA FACTS/BELVIDERE FIRE STATS.

- On average 475,000 people die each year in US from cardiac arrests.
- Approx. 350,000 cardiac arrests occur outside of the hospital each year.
- Globally, cardiac arrest claims more lives than colorectal cancer, breast cancer, prostate cancer, influenza, pneumonia, auto accidents, HIV, firearms, and house fires combined.
- *Since January 2017, Belvidere Fire has responded to approximately 18 adult cardiac arrests. (Does not include pediatrics or DOA's)*



CARDIAC MONITOR (1 OF 2):

- Only two players in market: Physio Control (Lifepak) / Zoll
- Latest Lifepak 2010 / Zoll 2012
- Replacing four LP12 monitors with 2 cardiac monitors / 2 Semi-AED's
- Cost effective / provide best treatment available
- Lifespan of 10+ years



CARDIAC MONITOR INFO (2 OF 2):

- Demos of both monitors on shift/Firefighter Input/Chief kept up-to-date
- Lifepak quote: ~~\$56,299.52~~ Zoll quote: ~~\$72,455.56~~ (Quotes include trade in of \$12,000 LP and \$5,750 Zoll)
- Annual maintenance: Lifepak \$2488.00 Zoll: \$500.00 (Over 10 years \$24,880 vs. \$5,000.00 = difference of ~~\$19,880.00~~)
- Recommend purchase of Zoll X Series
- Zoll: newer, lighter, better feedback, improved patient care/outcomes, lower maintenance costs



ZOLL SERIES

- IP55 rated (dust and water ingress) (LP IP44)
- Military tested and used
- Compact and well equipped latest tech
 - CPR interface screen
 - QA/QI available
 - CO monitoring
 - Capnography
 - Extended battery life



ZOLL ADVANTAGES:

- A key recommendation of the 2015 American Heart Association Guidelines for Cardiopulmonary Resuscitation (CPR) and Emergency Cardiovascular Care is to minimize interruptions in CPR
 - See through CPR capability
 - Depth and Rate indicator
 - Compression Release and Performance Perfusion Indicator (CPR Idle time)
 - After incident report card
- 8 Pounds lighter (12 vs 20)/Smaller footprint





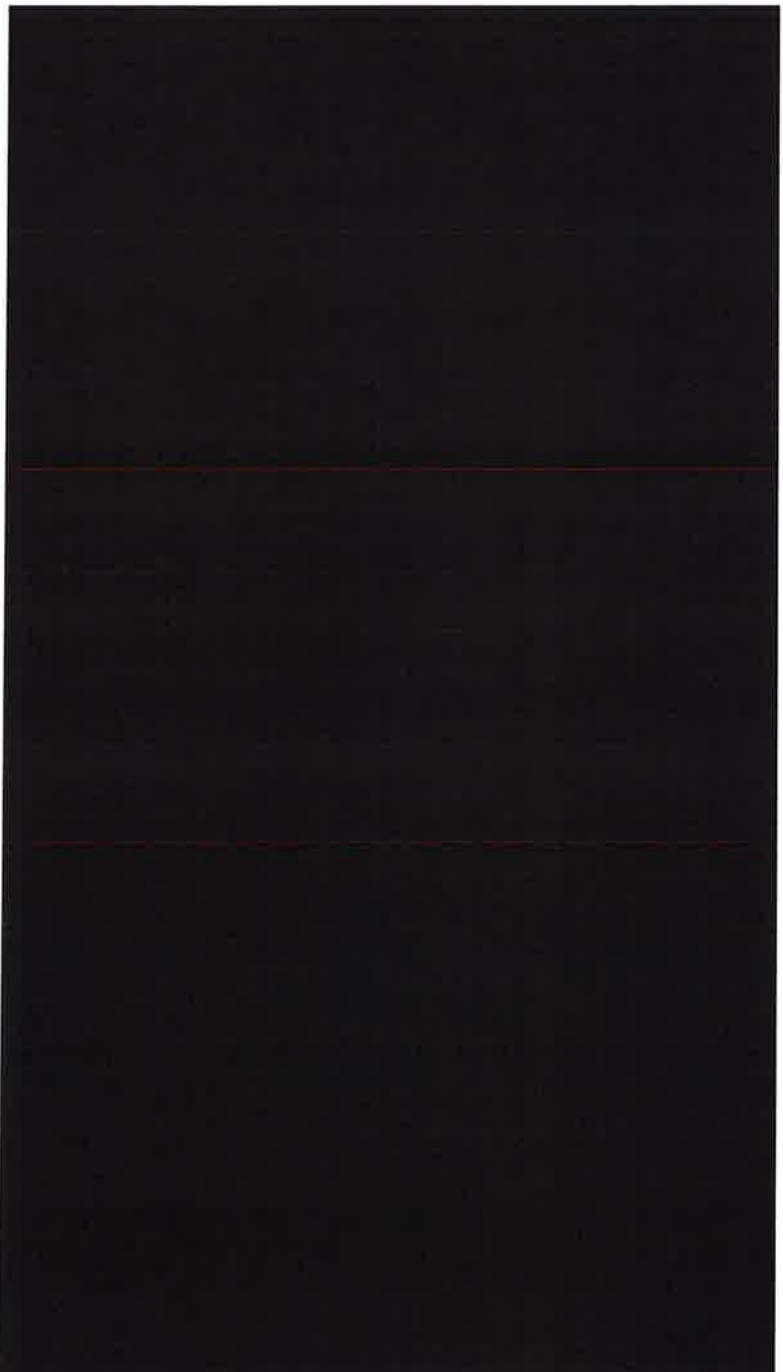
MONITOR COMPARISON

X Series Excels in Every Critical Comparison

	ZOLL X Series	Physio-Control Lifepak 15¹	Philips MRx²
Size	731 cubic inches	1796 cubic inches	1204 cubic inches
Weight	11.7 lbs.	20.1 lbs.	13.2 lbs.
Drop-Test	IEC 60601-1 at 6.5 feet, 26 drops	EN 1789, 30-inch drop onto each of 6 surfaces, 5 drops on each side from 18 inches onto a steel surface	IEC 68-2-32 (free fall onto a steel surface, 30 inches with carrying case
Operating Temperature	0-60°C	0-45°C	0-45°C
Shock	100 g	40 g	30 g
Ingress Protection Rating	IP 55	IP 44	IP 24



ZOLL DEMO VIDEO



THE END...
QUESTIONS?





Memo...

From:	Chief Hyser	Today's Date:	October 16, 2018
To:	Mayor & City Council	Meeting Date:	October 22, 2018
Subject:	Garage Door Replacement		

The Belvidere Fire Department is requesting to replace the apparatus bay garage doors (two) at Station #1. The present doors are mismatched; pieced together from different door model styles and one is uninsulated by today's standards.

The Department is proud of its 100-year-old building and seeks to continue to renovate and upgrade as we are able. Recently the final wall at Station #1 was tuckpointed and double hung windows were installed. By replacing our two bay doors the exterior renovation would be complete.

I have received the following proposals from garage door installation companies:

- 1. Ackerson Brothers \$4,741.00
2255 Rt. 173
Caledonia, IL 61011
- 2. Cropps Door Service \$5,314.00
5183 Harlem Rd., Suite 2
Loves Park, IL 61111

I would recommend approval of the proposal from Ackerson Brothers for the installation of new garage doors at Station #1 in the amount of \$4,741.00. This building upgrade will be paid from budgeted line item #01-5-220-6010.

Chief Al Hyser
Al Hyser



We give your garage closure*
765-1551 623-2616

Ackerson Brothers

10388 Moonglow Drive
Roscoe, IL 61073
Ph. 815-765-1551 Fax. 815-765-0333
Web Site WWW.Ackersondoors.com
Email: sales@ackersondoors.com

Estimate

Date	Estimate #
9/12/2018	3424

Name / Address
Belvidere Fire Department 353 E. Sixth St. Belvidere, IL 61008

Showroom: 2255Rte 173 Caledonia IL. 61011

Description	Project #		Terms
	state street	Net 15	
	Qty	Cost	Total
Model 3216 12'2 x 10'9 Insulated steel on both sides....17.3 RF....sandstone color.....2" reverse angle track and hardware...full perimeter seal...	1	2,566.00	2,566.00
10'2" x 10 Model 3216 ..same specs as above	1	2,175.00	2,175.00
Thanks for choosing Ackerson Doors		Total	\$4,741.00

Cropps Door Service
 5183 Harlem Rd. Suite 2
 Loves Park, IL 61111

QUOTE

Quote Number: 7714

PHONE: 815/282-2702
 FAX: 815/282-8116

Quote Date: 09-14-2018

Quoted to:
 BELVIDERE FIRE DEPT
 123 S STATE STREET
 BELVIDERE, IL 61008

Page: 1

Customer ID	Good Thru	Payment Terms	Sales Rep
BELVIDERE FIRE DEPT	10/14/18	NET 30 DAYS~ AFTER 30 DAYS:LATE FEE \$ 25.00	LS

Quantity	Item	Description	Unit Price	Extension
1.00	ATTENTION:	ATTENTION: AL (09/14/18 REVISED QUOTE)		
1.00	FURNISH MATERIAL	FURNISH MATERIAL AND LABOR TO REPLACE THE FOLLOWING:		
1.00	MODEL 3216	12'2 X 10'6 X 2" CHI MODEL 3216 INSULATED TWO SIDED STEEL DOOR WITH 2" ANGLE MOUNT TRACK. NORMAL HEADROOM. FULL VIEW WINDOW LITE		
1.00		WITH INSULATED GLASS. HEAD AND JAMB SEAL WITH U-SHAPE VINYL BOTTOM SEAL. TAKE DOWN AND HAUL AWAY EXISTING DOOR. R=17.54 ALSO, 25,000.00 SPRING CYCLE UP GRADE	2,971.00	2,971.00
1.00	MODEL 3216	10'0 X 10'0 X 2" MODEL 3216 "SAME AS ABOVE" COLOR WHITE.	2,343.00	2,343.00
1.00		*****BID AS PREVAILING WAGE*****		
1.00		*****NO SALES TAX*****		
1.00		CROPP'S NOTES: DOORS MOUNTED ON WOOD JAMBS.		

PLEASE SIGN AND DATE QUOTE:

Total 5,314.00

QUOTE GOOD FOR 30 DAYS.
 ALL WIRING, FRAMING
 OF OPENING AND SPRING PADS TO BE DONE BY
 OTHERS.

Memo

To: Mayor and City Council
From: Mike Drella
CC: City Clerk
Date: October 15, 2018
Re: Plote Annexations

In your packets are two annexation agreements relating to Plote. The first is your anticipated annexation agreement relating to the existing Plote Quarry. Plote also owns 33 acres at the corner of U.S. Rt. 20 and Irene Road. This area is obviously poised for development. When Plote approached the City regarding a possible annexation agreement regarding the Quarry, we made an annexation agreement for the 33 acres a condition for a quarry agreement so that we could ensure development under City auspices with the City receiving any sales tax. As you know, the Planning and Zoning Commission held a public hearing to consider the zoning aspects of the quarry annexation agreement. That ordinance will come before you for first reading on November 5, 2018 in conjunction with these annexation agreements.

The Quarry agreement essentially mirrors the Rockford Blacktop (William Charles) agreement with a couple of notable exceptions. First, initially Plote is paying a higher "host fee" than Rockford Blacktop. Second, some restrictions on Plote's activities were carried over from the special use issued by the County. In considering the Quarry agreement, please note that if the City does not enter into the annexation agreement, the quarry will still continue to operate under the County's control and authority indefinitely. It is highly unlikely that the County could successfully choose not to renew the special use.

Please note that neither parcel is contiguous to the City so these are pre-annexation agreements. While the parcels will not annex to the City until they are contiguous, by statute, they will develop under City control and be subject to our ordinances.

ANNEXATION AGREEMENT

This Agreement is made and entered into _____, 2018, by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County, Illinois (The "City") and Chicago Title Land Trust Company, trustee under trust agreement dated May 1, 2008 and known as trust number 8002350415 (The "Owner(s)").

WITNESSETH:

WHEREAS, The Owner(s) 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, in each instance in which the term the "Owner(s)" is used in this Agreement, it shall be deemed to refer to the Owner(s) and any person or firm then holding title to the Property, including Owner(s) and its successors in title to the Property; and

WHEREAS, Owner(s) 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., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 Et Seq.) in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Property is not currently contiguous to the City. Owner(s) desires to annex the Property to the City at such time as the Property becomes contiguous to the City, and the City and Owner(s) desire to enter into an annexation agreement pursuant to 65 ILCS 11-15.1-1 et seq., of the Illinois Municipal Code; and

WHEREAS, the Owner(s) 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, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by Owner(s) and a public hearing of the Mayor and City Council of the City of Belvidere was convened and properly conducted on November 19, 2018 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 Belvidere Municipal Code provides that the Property will automatically be zoned as RH Rural Holding District zoning upon annexation to the City; and

WHEREAS, the Owner(s) and City desire that the Property maintain the Rural Holding (RH) Zoning designation identified above until such time as the development potential of the Property is more fully understood and subsequent zoning of the Property shall be in accordance with Section 3 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, Owner(s) acknowledges the right of the City to approve or deny any annexation to the City and the City's right to cause an annexation agreement to 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 ILCS 5/11-15.1-

1) Owner(s), and City hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Annexation.

(a) Upon execution of this Agreement the Owner(s) of the Property shall file an appropriate petition to annex the Property to the City subject to the terms of this Agreement. The Parties acknowledge that the City will not immediately act upon said Petition as the Property is not yet contiguous to the City but may rely upon that Petition at such time as the Property becomes contiguous to the City. At such time as the Property is contiguous to the City, the City shall take all necessary actions to cause the Property to be annexed to the City in accordance with and subject to the terms of this Agreement. Owner(s) agrees to facilitate the annexation of the Property by taking all necessary actions and executing all necessary documents to accomplish annexation, including but not limited to re-execution of any petitions for annexation. Until

such time as the Property becomes contiguous, the Owner(s) agrees to provide, by virtue of a Memorandum of Agreement and/or Plat Designations, notice to all new Owners and their successors in interest of this Annexation Agreement and the Owner's, including future owners of the Property, obligation to annex the Property to the City. Owner(s) shall require, prior to the conveyance of any portion of the Property, any subsequent Owners to execute an Assignment and/or Power of Attorney authorizing and directing the subsequent Owner(s) or its successor entity to sign any documents necessary to annex the Property at such time that the Property becomes contiguous to the City.

(b) In the event, prior to annexation of the Property, the Property is surrounded and bounded by another municipality or municipalities such that the corporate boundary of the City cannot become contiguous to the Property with sufficient frontage for legal annexation or the Property is otherwise physically prohibited from becoming contiguous to the City and annexation to the City is not legally possible, the City and the Owner shall each have the option to terminate this Agreement by notice to the other Party as provided for otherwise in this Agreement. Notwithstanding any other provision or term of this Agreement, upon termination of this Agreement pursuant to this subparagraph 2(b), all obligations from each Party to the other shall also terminate. Provided, however, that all sums paid by one Party to the other and any obligations performed by one Party for the benefit of the other shall be considered paid or performed, as the case may be, and shall not be considered recoverable by the obligated Party. The Owner may exercise their right to terminate this Agreement pursuant to this paragraph not earlier than twelve (12) years from the date of the execution of this Agreement.

3. City Zoning. Upon annexation, Owner(s) agrees that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. At the

time a future use for the Property is identified, the City and Owner(s) agree to rezone the Property consistent with the comprehensive plan as adopted at that time and the provisions of Exhibit "K", attached hereto and incorporated herein. All uses identified in Exhibit "K" shall be deemed to be allowed uses on the Property ("Allowed Uses"). Any future development will be accomplished as a Planned Development special use. Further, Owner(s) agrees 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. No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motions picture theaters, theaters, etc.

B. No stone quarries, gravel quarries, stone crushing, gravel crushing, concrete batch plant, and asphalt ready mix batch plants shall operate on the Property.

4. Sanitary Sewer Service. The City will allow Owner(s) 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, Owner(s) will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to pulling a building permit, Owner(s) shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy in effect at the time construction is commenced. Owner(s) further agrees that, prior to any final plat or

planned community development approval, Owner(s) shall cause the Property to be disconnected from the Boone County Sanitary District. The City shall not be obligated to issue any final plat until said disconnection is obtained. To the extent Owner extends sanitary sewer to the Property, City will enter into a recapture agreement with the Owner wherein Owner shall be entitled to recoup expenses associated with extending sanitary sewer to the Property.

5. Water Service. The City will allow Owner(s) 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, Owner(s) will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to pulling a building permit, Owner(s) shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture basin, and other fees as required by City ordinance, resolution or policy and in effect at the time construction is commenced. Owner(s) shall do all steps necessary to disconnect the Property from any other unit of local government providing water service. To the extent Owner extends water service to the Property, City will enter into a recapture agreement with the Owner wherein Owner shall be entitled to recoup expenses associated with extending water service to the Property.

6. Signage. Owner(s) shall not erect, construct or allow another to erect or construct any sign of any nature at any location on the Property except as permitted by the Belvidere Municipal Code.

7. Plats of Subdivision. Except as otherwise set forth herein, Owner(s) agrees that all construction on the Property will be in accordance with the Belvidere Municipal Code, including but not limited to the City's Building Codes, Subdivision Codes and Zoning Codes, as amended and in effect at the time of issuance of building permit or other relevant permit. Approval of this Annexation Agreement shall not be construed or interpreted as an approval of any Preliminary Plat or the Final Plat of Subdivision.

A. Owner(s) agrees that no structure or building shall be constructed within any 100 year flood plain as determined by the most recent F.E.M.A. Flood Boundary and Floodway Map, without specific written consent of the City.

B. Owner(s) agrees that the Property will be developed as a Planned Development as set forth in the City of Belvidere Municipal Code. Owner(s) agrees that approval of this Agreement shall not be considered as approval of any preliminary or final plat. City agrees that the Property may be developed in phases.

C. Owner(s) shall construct and complete all Public Improvements required by this Agreement, those bonded and required by the City's subdivision control ordinance and any other public improvements, including, but not limited to, sidewalks, streets and sewer and water mains, for each respective final plat of subdivision or Planned Development of the Property, within eighteen (18) months of approval of each final plat of subdivision or Planned Development of the Property. At such time as Owner believes that all public improvements are ready to be dedicated to the City, or that portion of public improvements within any final plat, representatives of the

City and Owner shall meet and inspect the public improvements to be dedicated and shall create a punch list of those items to be completed or corrected prior to acceptance of the public improvements by the City. These punch list items shall be completed within sixty (60) days from the date of the inspection. If all public improvements are not completed within the eighteen month period, or the punch list items are not completed to the City's satisfaction within sixty days of the inspection, the City may deny any future building permits for any property within the Annexed Property and/or withhold approval of any additional final plat until such time as the Public Improvements are completed and accepted by the City. Notwithstanding anything contained in this Section to the contrary, Owner(s) shall not be required to complete punch list items during months of December through March and the sixty (60) day window for completion shall be extended accordingly if any portion of the sixty (60) day window falls between December and March. However, should the completion of any punch list item be required for life/safety reasons, then Owner(s) shall complete such punch list item within said sixty (60) day window regardless of the time of year. This remedy is cumulative, in addition to, and distinct from any other remedy the City may have, including but not limited to, remedies under any bond or letter of credit and the remedies contained in this Agreement.

8. Drainage. Owner(s) shall provide detention and storm water management as required by the City's Zoning and Subdivision Control Ordinances and any other Federal, State or local law or regulation in accordance with plans and specifications approved by the City at the time of its development.

9. Off-Site Improvements. All off-site improvements shall be in compliance with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any other directives from the City and shall be constructed in accordance with the attached Exhibit "I" which is

incorporated herein and any approved final plat or planned development. Prior to commencing construction, Owner(s) 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. Owner(s) shall not commence construction until final engineering plans are approved by Public Works and all other applicable agencies. To the extent the off-site improvements constructed by Owner(s) benefits other properties, the parties agree to negotiate a recapture agreement wherein Owner(s) shall be entitled to recoup expenses associated with constructing such off-site improvements.

10. Fees.

A. As a condition of this Agreement, Owner(s), its assigns and/or successors, agrees to pay and/or donate, or cause to be paid and/or donated cash contributions as set forth on Exhibit “J” which is incorporated herein by reference. Owner(s) agrees that the public entity receiving a cash payment and/or donation as identified on Exhibit “J” may use the cash and/or donation for any public purpose. Owner(s) further agrees that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner(s), its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner(s) agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development’s impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

B. Owner(s), 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 any person or entity on account of any payment or donation described in this Agreement.

11. Legal, Engineering, and Planning Costs. Owner agrees to reimburse the City for reasonable attorneys' fees, planning consultants, engineering consultant's fees and costs and any other professional costs incurred by the City in connection with the negotiation and approval of the annexation, and Annexation Agreement, including, but not limited to the time of in-house staff, up to a cumulative amount not to exceed \$10,000.00. In addition, Owner agrees to deposit with the City the initial non-refundable sum of \$5,000.00. For any amount over the \$5,000.00 deposit, the City will bill Owner monthly for the above referenced costs up to the maximum cumulative amount of \$10,000.00. Thereafter, Owner agrees to pay the City's costs of enforcing this agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement. Owner agrees to reimburse the City for reasonable attorneys' fees, planning consultants, and engineering consultant's fees and costs and any other professional costs incurred by the City in connection with the zoning platting and development of the Property as a part of the future approval of any development, subdivision or Planned Development.

12. No Partnership: The City does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with the Owner(s).

13. Indemnification: The Parties agree that the Owner(s) shall indemnify, defend and hold the City harmless from any damages, claims, or causes of action which are in any way related to their activities in developing the Property, excepting those negligent or intentional acts of the City.

These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act. Further, Owner(s) shall maintain comprehensive liability insurance, of types and amounts, reasonably acceptable to the City with an insurance carrier with a bests rating of A or better. Owner(s) shall cause the City to be named as an additional insured on such insurance policy at no cost to the City.

14. Maintenance:

A. Winter Maintenance. 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 by which the City, subject to availability of equipment and personnel, would be responsible for the removal of ice and snow within such phases. If the Parties do not enter into such a sub-agreement, the Owner shall be responsible for the removal of snow and ice.

B. General Maintenance. Until the streets in any platted phase of the Property are dedicated to and accepted by the City, it shall be the responsibility of the Owner/Builder and/or Developer to regularly remove all rubbish, refuse, building materials, mud soil and other debris, from the streets, police and remove all construction debris blown offsite on adjoining property, and leave the streets in a clean state, free of any such refuse, building materials, mud, soil or other debris, at the end of construction activities on each day. All property and premises shall be maintained in a clean, safe and sanitary condition free of the accumulation of any debris, rubbish, discarded building materials and other items. Building materials to be used in the construction of a building may be stored upon the lot upon which the building is to be erected. However, the building materials shall only be stored in a safe, clean and orderly manner. The Owner/Builder

and/or Developer shall place the entire property, including but not limited to any lot under construction, in a safe, clean and orderly manner at the end of each construction day. If, in the City's discretion, the developer, owner and/or builder fails to comply with this Section, the City may withhold future building permits, anywhere in the City, for the entity holding title to the property which is not in compliance and/or the City may issue a stop work order upon the property in question until such time as this Section is complied with. The City may, in its sole discretion, remedy a violation of this section by cleaning streets and/or removing debris, at the Owner(s) cost. The cost of said abatement shall be a lien on the Property. The remedies contained in this Section are in addition to and not exclusive of any other remedy the City may have under this Agreement or at law or in equity.

15. Ordinances. The Owner(s) shall abide by all ordinances, resolutions, regulations, policies and laws of the City, including but not limited to, the City's subdivision code and zoning code, in effect at the execution of this Agreement and as may be subsequently amended. During the term of this Agreement, the City agrees that no subsequently adopted ordinance shall apply to the Property which would prevent any of the uses of the Property contemplated by this Agreement. Owner(s) agrees to dedicate or deed to the City public improvements as requested by the Public Works Director.

16. Remedies. Either Party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17th Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. 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. If the Party alleged to be in breach of this Agreement fails to cure or initiate cure of the alleged breach within fifteen (15) days of the mailing of the notice, to the satisfaction of the Party alleging breach, then any legal action may be commenced by the Party alleging breach, including, but not limited to an action at law or equity or an appropriate administrative remedy such as suspension or revocation of an approved special use. Notwithstanding the foregoing, if the Owner(s) does not pay any fee or cost provided in this Agreement, the City may withhold the issuance of building permits for the development of the Property until payment is received, or if the appropriate deposit is not deposited, withhold approval of any annexation, plat of subdivision, or special use until said deposit is delivered.

17. 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.

18. Costs, Expenses, and Fees. The Owner(s) shall pay the current annexation fees of \$500.00 authorized in the Belvidere Municipal Code to the City as a result of the petitioner's request herein at time of filing Owner's petition for Annexation. Also, prior to annexation, the Owner(s) shall pay to the City any amount due a fire protection district pursuant to 70 ILCS 705/20, as amended. Owner(s) shall pay the entire amount which may be due a fire protection district immediately upon annexation regardless of when the monies may actually become due to the fire protection district.

19. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any 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.

20. 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, or transmitted by facsimile with confirmation of transmittal, in any case, addressed to the parties respectively as follows:

If to Owner(s): Chicago Title Land Trust Company trust no. 8002350415
1701 Golf Road
Rolling Meadows, IL 60008

With a Copies to: Daniel R. Plote
1100 Brandt Drive
Hoffman Estates, IL 60192

And Warren R. Fuller
Kelleher & Buckley, LLC
102 S. Wynstone Park Drive, Suite 100
North Barrington, IL 60010

If to City: City Clerk
City of Belvidere
401 Whitney Blvd.
Belvidere, Illinois 61008

With Copy to: City Attorney
City of Belvidere
401 Whitney Blvd.
Belvidere, Illinois 61008

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.

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

22. 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.

23. Successors and Assigns. 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. Owner(s) agrees to record this Agreement at the Boone County Recorders office immediately upon its execution.

24. Term of Agreement. This agreement shall be binding upon the parties and their respective successors and assigns for the term of thirty 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. The Parties acknowledge and agree that the thirty year term is in derogation of state law as applied to non-home rule units and that the thirty year term is being agreed upon pursuant to the City's powers as a home rule unit of government. In the event that a court of competent jurisdiction rules that the City lacks authority for a greater than twenty year annexation agreement then the statutory term of twenty years shall be applied.

25. 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.

26. 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 disconnect the sanitary sewer service and the water service permitted under this agreement. The City shall provide Owner(s)

sixty (60) days notice prior to disconnection for purposes of failure to annex or annexation to another municipality. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner(s), and on behalf of their successors and assigns, agrees 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.

CITY:
City of Belvidere,
an Illinois Municipal Corporation

By: _____
Mayor Michael W. Chamberlain

ATTEST:

City Clerk

OWNER(S):
Chicago Title Land Trust Company, trustee
under trust agreement dated May 1, 2008
and known as trust number 8002350415
(Being the owners of the property
and currently fifty one percent of the
electors.)

By: _____

Subscribed and Sworn to
before me this _____ day.
of _____, _____.

Notary Public

EXHIBIT LIST

- A) LEGAL DESCRIPTION
- B) ANNEXATION PLAT
- C) SITE PLAN
- D) PRELIMINARY SEWER DESIGN PLAN
- E) SEWER FEES
- F) PRELIMINARY WATER DESIGN PLAN
- G) WATER FEES
- H) PRELIMINARY PLAT
- I) INTENTIONALLY DELETED
- J) EXACTION FEE SCHEDULE
- K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT
- L) PLANNED COMMUNITY DEVELOPMENT

EXHIBIT A

LEGAL DESCRIPTION

PIN: 07-04-100-002 AND 07-04-100-003 – TRUST 8002350415

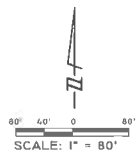
A PARCEL OF LAND 69 RODS IN WIDTH FROM EAST TO WEST FROM THE WEST END OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE TOWNSHIP OF FLORA, COUNTY OF BOONE AND STATE OF ILLINOIS;

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY PARCEL "A" ON TRUSTEE'S DEED RECORDED NOVEMBER 4, 1965 AS DOCUMENT NO. 4891 DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS, AS SET FORTH IN A WARRANTY DEED DATED AUGUST 13, 1964 AND RECORDED AS DOCUMENT NO. 1717, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 4, AS SET FORTH IN DOCUMENT NO. 1717 LYING NORTHERLY OF A STRAIGHT LINE THAT LIES NORMALLY 67.0 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF F.A. ROUTE 194 (STATE BOND ISSUE ROUTE 5);

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY PARCEL "B" ON TRUSTEE'S DEED RECORDED NOVEMBER 4, 1965 AS DOCUMENT NO. 4891 DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4, SAID CORNER BEING A POINT ON THE CENTERLINE OF F.A. ROUTE 194 (STATE BOND ISSUE ROUTE 5); THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 4 (CENTERLINE OF SAID F.A. 194) FOR A DISTANCE OF 175.56 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID SECTION 4 FOR A DISTANCE OF 67.0 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE SOUTHERLY EXTENSION OF THE LAST DESCRIBED LINE FOR A DISTANCE OF 33 FEET TO A POINT; THENCE WESTERLY ALONG A LINE WHICH IS PARALLEL WITH THE CENTERLINE OF SAID F.A. ROUTE 194 FOR A DISTANCE OF 97.56 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID SECTION 4 FOR A DISTANCE OF 70.0 FEET TO A POINT WHICH LIES NORMALLY 78.0 FEET EAST OF THE WEST LINE OF SAID SECTION 4; THENCE WESTERLY ALONG A LINE WHICH IS PARALLEL WITH THE NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 45 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF IRENE ROAD; THENCE NORTHERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF IRENE ROAD FOR A DISTANCE OF 103 FEET TO A POINT WHICH LIES NORMALLY 67.0 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 4 (CENTERLINE OF F.A. ROUTE 194); THENCE EASTERLY ALONG A LINE WHICH IS PARALLEL WITH AND 67.0 FEET SOUTHERLY OF THE SAID NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 142.56 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF BOONE AND STATE OF ILLINOIS.

EXHIBIT B
ANNEXATION PLAT

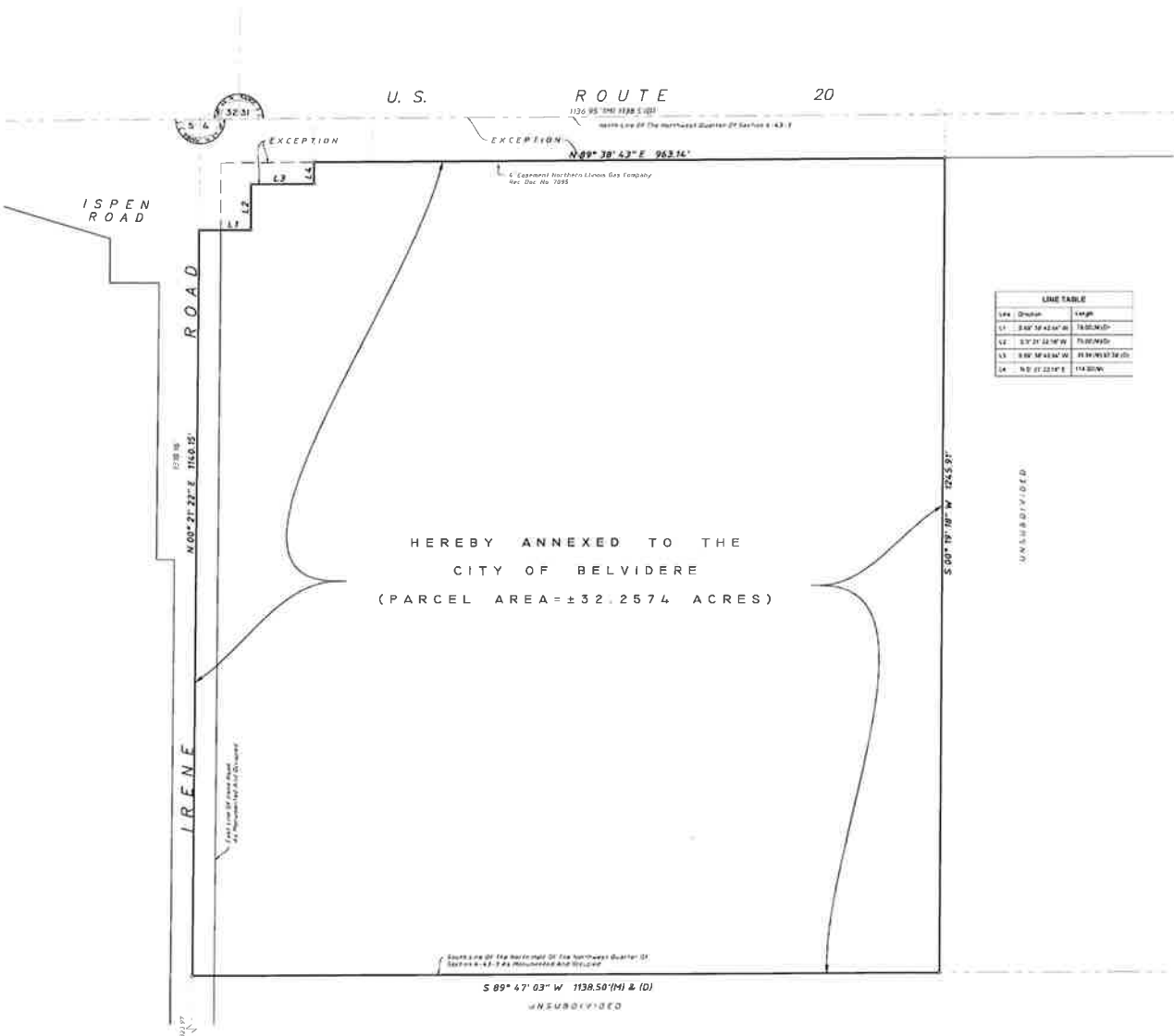
PLAT OF ANNEXATION TO THE CITY OF BELVIDERE



LOCATION MAP
NOT TO SCALE

A PARCEL OF LAND 69 RODS IN WIDTH FROM EAST TO WEST FROM THE WEST END OF THE NORTH-HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 4 TOWNSHIP 13 NORTH RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN SITUATED IN THE TOWNSHIP OF FLORA COUNTY OF BOONE AND STATE OF ILLINOIS EXCEPTING THEREFROM THAT PORTION DECEDED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY PARCEL 'A' ON TRUSTEE'S DEED RECORDED NOVEMBER 4, 1964 AS DOCUMENT NO. 4881 DESCRIBED AS FOLLOWS THAT PORTION OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 4, TOWNSHIP 13 NORTH RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS AS SET FORTH IN A WARRANTY DEED DATED AUGUST 13, 1964 AND RECORDED AS DOCUMENT NO. 1711 DESCRIBED AS FOLLOWS THAT PART OF THE NORTH-HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 4 AS SET FORTH IN DOCUMENT NO. 1717, V.17, W.103 NORTHERLY OF A STRAIGHT LINE THAT LIES NORMALLY 87.0 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF F.A. ROUTE 194 (STATE BOND ISSUE ROUTE 5).

ALSO EXCEPTING THEREFROM THAT PORTION DECEDED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY PARCEL 'B' ON TRUSTEE'S DEED RECORDED NOVEMBER 4, 1964 AS DOCUMENT NO. 4881 DESCRIBED AS FOLLOWS THAT PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 4, TOWNSHIP 13 NORTH RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4 SAID CORNER BEING A POINT ON THE CENTERLINE OF F.A. ROUTE 194 (STATE BOND ISSUE ROUTE 5); THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 4 CENTERLINE OF SAID F.A. ROUTE 194 FOR A DISTANCE OF 175.0 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID SECTION 4 FOR A DISTANCE OF 47.0 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE SOUTHERLY EXTENSION OF THE LAST DESCRIBED LINE FOR A DISTANCE OF 33 FEET TO A POINT; THENCE WESTERLY ALONG A LINE WHICH IS PARALLEL WITH THE CENTERLINE OF SAID F.A. ROUTE 194 FOR A DISTANCE OF 97.55 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF SAID SECTION 4 FOR A DISTANCE OF 10.0 FEET TO A POINT WHICH LIES NORMALLY 78.0 FEET EAST OF THE WEST LINE OF SAID SECTION 4; THENCE WESTERLY ALONG A LINE, (WELL KNOWN TO THE PUBLIC) WITH THE NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 45 FEET MORE OR LESS TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF IRISNE ROAD THENCE NORTHERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF IRISNE ROAD FOR A DISTANCE OF 100 FEET TO A POINT WHICH LIES NORMALLY 87.0 FEET SOUTHERLY OF THE NORTH LINE OF SAID SECTION 4 CENTERLINE OF F.A. ROUTE 194; THENCE EASTERLY ALONG A LINE WHICH IS PARALLEL WITH AND 87.0 FEET SOUTHERLY OF THE SAID NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 140.0 FEET TO THE POINT OF BEGINNING SITUATED IN THE COUNTY OF BOONE AND STATE OF ILLINOIS.



HEREBY ANNEXED TO THE
CITY OF BELVIDERE
(PARCEL AREA = ± 32.2574 ACRES)

LINE TABLE

LINE	Direction	Length
1	S 89° 30' 43" E	163.14'
2	S 72° 21' 51" W	178.94'
3	S 89° 30' 43" E	140.00'
4	N 89° 47' 03" W	1138.50'

TOWNSHIP CERTIFICATE

STATE OF ILLINOIS
COUNTY OF BOONE

CITY OF BELVIDERE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS
COUNTY OF BOONE

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS
COUNTY OF BOONE

SUBVENER CERTIFICATE

STATE OF ILLINOIS
COUNTY OF BOONE

PLAT PREPARED BY:
HEGER ENGINEERING LLC
100 EAST STATE PARKWAY
SCHWABOURG, IL 60173

PLAT PREPARED FOR:
BEVELYN HARTWELL, LLC
11-00 BRAND DRIVE
HOFFMAN ESTATES, IL 60132

LEGEND

- Boundary Line
- Right of Way Line
- Record

EXPIRES 11-30-18

EXHIBIT C

SITE PLAN

A SITE PLAN WILL BE PROVIDED UPON APPLICATION FOR A PLANNED DEVELOPMENT SPECIAL USE.

EXHIBIT D
PRELIMINARY SEWER PLAN

A Sewer Plan shall be submitted to the City, for City approval:

1. At the time Owner(s) elect to extend the City Operated Sewer System to the Property and connect to that System; or
2. At the time Owner is required to connect to the City Operated Sewer System pursuant to Exhibit K of this Agreement or applicable ordinance, statute or regulation;
3. Prior to any application for building or construction permit, construction or development upon the Property.

EXHIBIT E

SEWER FEES

Owner shall pay the sewer connection fees any, applicable recapture fees and any other fees identified in this Agreement, at the rate then in effect by ordinance, prior to pulling a building permit for any structure that is to be connected to the City's sewer system. In the event a structure is initially built utilizing a septic or other non-City utility sewer system, Owner(s) shall pay applicable connection, recapture and other fees at the rate then in effect prior to connection to the public sewer system.

EXHIBIT F

PRELIMINARY WATER DESIGN PLAN

A Water Design Plan shall be submitted to the City, for City approval:

- 1) At the time Owner(s) elect to extend the City Operated Water System to the Property and connect to that System; or
- 2) At the time Owner is required to connect to the City Operated Water System pursuant to Exhibit K of this Agreement or applicable ordinance, statute or regulation; or
- 3) Prior to any application for building or construction permit, construction or development upon the Property.

EXHIBIT G

WATER FEES

Owner shall pay the water connection fees, any applicable recapture fees, and any other fees identified in this Agreement, at the rate then in effect by ordinance, prior to pulling a building permit for any structure that is to be connected to the City's water system. In the event a structure is initially built utilizing a well, Owner(s) shall pay applicable connection, recapture and other fees at the rate then in effect prior to connection to the City's water system.

EXHIBIT H

PRELIMINARY PLAT

Intentionally Omitted.

EXHIBIT I

OFF SITE IMPROVEMENTS

Owner(s) agree and understand that certain offsite improvements will be required as a part of any development of the Property. Owner(s) agree that offsite improvements required under the City's Subdivision Code shall be required with respect to the Property whether Owner(s) subdivide the Property or not. Such offsite improvements include, but are not limited to, extension of potable water and sanitary sewer to the far side of the Property, installation of curb and gutter on Irene road and U.S. Route 20 contiguous to the Property widening of adjacent road ways and the installation of necessary signalization and turning lanes. Owner shall submit a plan, reasonably acceptable to the City, with all required offsite improvements prior to approval of any development on the Property.

EXHIBIT J

EXACTION FEE SCHEDULE

The fees identified in this Exhibit, as well as other fees identified in this Agreement, represent the fees in effect at the time of execution of this Agreement. The Parties agree that the Owner(s), its assigns and/or successors shall pay the identified fees at the time of final plat approval or approval of any Planned Development for any development on any particular portion of the Property at the then current rates. Notwithstanding the foregoing, the City agrees that the fees identified as numbers 6,7 and 8 below shall be paid at the time of building permitting at the then current rates. Owner(s) further agrees that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner(s), its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner(s) agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

- 1) Tornado Siren Planning and Capital Improvements: \$50.00 per acre
- 2) Bike Path Planning and Capital Improvements: \$50.00 per acre
- 3) Well Site/Reservoir Planning and Improvements: \$50.00 per acre
- 4) Sewer System Planning and Expansion: \$50.00 per acre
- 5) Three Percent Inspection Fee: Three Percent of value of public improvements payable prior to release of final plat
- 6) Police Fire and Public Works: See attached Schedule
- 7) Land/Cash Fees, including School, Park District Conservation District, Police, Fire and Public Works Fees Pursuant to the attached schedules.
- 8) IDA Public Library: \$80.00 per lot (per unit in multi-family).
- 9) Storm Sewer Planning and Expansion \$50.00/acre
- 10) Owner also agrees to pay such other fees, of general applicability, as set by City ordinance or policy, including but not limited to, building permit fees, connection fees, recapture fees, Fire Inspection Fees etc. Permit fees and fire inspection fees shall be paid at the time of permit issuance or inspection. Fees in the nature of a connection fee or recapture fee shall be paid at the time of connection to a City utility or, if based upon financing a right of way improvement, at the time access to Irene Road or U.S. Route 20 is established for the Property.

**CITY OF BELVIDERE
PARK IMPACT FEE FORMULA**

6.25 Acres per 1,000 population
0.00625 Acres Per Person

Land Value Per Acre \$120,000.00

Housing Type:	People Per Unit	Acres Per Person	Acres Per unit	Value of Land	Fee
Apartments					
1 Bedroom	1.758	0.00625	0.010988	\$120,000.00	\$1,318.50
2 Bedroom	1.914	0.00625	0.011963	\$120,000.00	\$1,435.50
3 Bedroom	3.053	0.00625	0.019081	\$120,000.00	\$2,289.75
Single Family Attached					
1 Bedroom	1.193	0.00625	0.007456	\$120,000.00	\$894.75
2 Bedroom	1.990	0.00625	0.012438	\$120,000.00	\$1,492.50
3 Bedroom	2.392	0.00625	0.014950	\$120,000.00	\$1,794.00
4 Bedroom	3.145	0.00625	0.019656	\$120,000.00	\$2,358.75
Single Family Detached					
2 Bedroom	2.017	0.00625	0.012606	\$120,000.00	\$1,512.75
3 Bedroom	2.899	0.00625	0.018119	\$120,000.00	\$2,174.25
4 Bedroom	3.764	0.00625	0.023525	\$120,000.00	\$2,823.00
5 Bedroom	3.770	0.00625	0.023563	\$120,000.00	\$2,827.50

BELVIDERE SCHOOL DONATION FORMULA

	Acres/School	Max. Students	Acres/Student
Elementary School	16	600	0.026667
Junior High	30	900	0.033
7th & 8th High School	70	1500	0.047

	Acres/School	\$/Acre	\$ per student
Elementary	0.026667	\$120,000.00	\$3,200.00
Junior High	0.033	\$120,000.00	\$4,000.00
High School	0.047	\$120,000.00	\$5,600.00

STUDENT RATIO/UNIT

	1 Bed. Apartment \$/Student	Student/Apt.	Fee
Elementary	\$3,200.00	0.002	\$6.40
Junior High	\$4,000.00	0.001	\$4.00
High School	\$5,600.00	0.001	\$5.60
TOTAL			\$16.00

	2 Bed Apartment		
Elementary	\$3,200.00	0.086	\$275.20
Junior High	\$4,000.00	0.042	\$168.00
High School	\$5,600.00	0.046	\$257.60
TOTAL			\$700.80

	3 Bed Apartment		
Elementary	\$3,200.00	0.234	\$748.80
Junior High	\$4,000.00	0.123	\$492.00
High School	\$5,600.00	0.118	\$660.80
TOTAL			\$1,901.60

	1 Bed S.F. Attached		
Elementary	\$3,200.00	0.014	\$44.80
Junior High	\$4,000.00	0.018	\$72.00
High School	\$5,600.00	0.024	\$134.40
TOTAL			\$251.20

	2 Bed S.F. Attached		
Elementary	\$3,200.00	0.088	\$281.60
Junior High	\$4,000.00	0.048	\$192.00
High School	\$5,600.00	0.038	\$212.80
TOTAL			\$686.40

	3 Bed S.F. Attached		
Elementary	\$3,200.00	0.234	\$748.80
Junior High	\$4,000.00	0.058	\$232.00
High School	\$5,600.00	0.059	\$330.40
TOTAL			\$1,311.20

	4 Bed. S.F. Attached		
Elementary	\$3,200.00	0.322	\$1,030.40
Junior High	\$4,000.00	0.154	\$616.00
High School	\$5,600.00	0.173	\$968.80
Total			\$2,615.20

	2 Bed S.F. Detached		
Elementary	\$3,200.00	0.136	\$435.20
Junior High	\$4,000.00	0.048	\$192.00
High School	\$5,600.00	0.020	\$112.00
			\$739.20

	3 Bed S.F. Detached		
Elementary	\$3,200.00	0.369	\$1,180.80
Junior High	\$4,000.00	0.173	\$692.00
High School	\$5,600.00	0.184	\$1,030.40
TOTAL			\$2,903.20

	4 Bed. S.F. Detached		
Elementary	\$1,673.33	0.530	\$886.86
Junior High	\$4,000.00	0.298	\$1,192.00
High School	\$5,600.00	0.360	\$2,016.00
TOTAL			\$4,094.86

**CITY OF BELVIDERE
CONSERVATION DISTRICT IMPACT FEES**

12 Acres per 1,000 population
0.012 Acres Per Person

Land Value Per Acre \$20,700.00

Housing Type:	People Per Unit	Acres Per Person	Acres Per unit	Value of Land	Fee
Apartments					
1 Bedroom	1.758	0.012	0.021096	\$20,700.00	\$436.69
2 Bedroom	1.914	0.012	0.022968	\$20,700.00	\$475.44
3 Bedroom	3.053	0.012	0.036636	\$20,700.00	\$758.37
Single Family Attached					
1 Bedroom	1.193	0.012	0.014316	\$20,700.00	\$296.34
2 Bedroom	1.99	0.012	0.02388	\$20,700.00	\$494.32
3 Bedroom	2.392	0.012	0.028704	\$20,700.00	\$594.17
4 Bedroom	3.145	0.012	0.03774	\$20,700.00	\$781.22
Single Family Detached					
2 Bedroom	2.017	0.012	0.024204	\$20,700.00	\$501.02
3 Bedroom	2.899	0.012	0.034788	\$20,700.00	\$720.11
4 Bedroom	3.764	0.012	0.045168	\$20,700.00	\$934.98
5 Bedroom	3.77	0.012	0.04524	\$20,700.00	\$936.47

CURRENT

**POLICE FIRE PUBLIC WORKS
ANNEXATION IMPACT FEES**

The following impact fees shall be assessed on a per dwelling unit (DU) basis in all Annexations resulting in the subdivision of land. Fees are based upon the cost of operating each department divided by total population and multiplied by the anticipated impact of the development.

Fees shall be paid by the Owner, or his successor prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that these fees may be paid at the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

POPULATION 23532
Persons per dwelling 2.932

RESIDENTIAL DEVELOPMENT

I. POLICE

General Operations \$4,856,651.00
Capital Funds \$373,214.00
Building Fund \$750,000.00
PSB Expenses \$538,772.00
sub total \$6,518,637.00

Total Expenditures / Population = Cost Per Person
\$6,518,637.00 / 23532 = \$277.01

CPP x PPD **POLICE IMPACT FEE**
\$812.20 per du

II FIRE

General Operations \$3,172,653.00
Capital Funds \$575,000.00
Building Fund \$2,000,000.00
sub total \$5,747,653.00

Total Expenditures / Population = Cost Per Person
5,747,653.00 / 23,532.00 = 244.25

CPP X PPD **FIRE IMPACT FEE**
\$716.14 per du

III PUBLIC WORKS

General Operations \$166,627.00
Streets \$1,280,275.00
Street Lighting \$226,198.00
MFT Expenditures \$809,832.00
Capital Funds \$214,000.00
sub total \$2,696,932.00

Total Expenditures / Population = Cost Per Person
\$2,696,932.00 / 23,532.00 = \$114.61

CPP x PPD **PUBLIC WORKS IMPACT FEE**
\$336.03 per due

TOTAL RESIDENTIAL IMPACT FEE **\$1,864.36** per du plus 10% admin Fee if paid at Building permit

COMMERCIAL DEVELOPMENT

Commercial Development Impact Fees are assessed on a per unit basis (i.e., a commercial development with 5 individual stores will pay 5 impact fees. A commercial development in the form of a 4 unit strip mall all under one roof would pay 4 impact fees. For purposes of assessing Commercial Impact Fees, it is assumed that each unit will have the same impact as a single residential unit.

Fees shall be paid by the Owner, or his successor, prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that the the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

I. POLICE \$812.20
II. FIRE \$716.14
III. PUBLIC WORKS \$336.03

TOTAL COMMERCIAL FI **\$1,864.36** per unit plus 10% admin Fee if paid at Building permit

EXHIBIT K

OTHER PROVISIONS OR MODIFICATIONS TO THE FORM AGREEMENT

- A. Development and Zoning. The Parties agree that a portion of the Property may be developed, as a “truck stop / gas station” for the sale of gasoline, diesel fuel or other petroleum products at retail and that a portion of the Property will be zoned appropriately for that use at the time of development as a Planned Development. Any “truck stop / gas station” shall be located south of the East – West Creek bisecting the Property. The Parties further agree that the remainder of the Property should be developed with other potential uses including, but not limited to, retail, light industrial, professional service uses, and institutional uses. As such, if Owner(s) seek to develop the property with a Planned Development for a “truck stop / gas station” they shall, as a part of the Planned Development, plan for another such use and demonstrate a reasonable plan for attracting end users for the other use(s). The Parties agree that the Property, or portions thereof, will be developed as one or more Planned Development(s) under the Planned Industrial zoning district or the General Business zoning district with the uses allowed in those districts as of the date of this Agreement.

During the term of this Agreement, the City agrees that no subsequently adopted ordinance shall apply to the Property which would prevent any of the uses of the Property specifically identified in this Agreement. While the Property shall be developed in the future as a Planned Development, and subject to the restrictions of section (A) of this Exhibit, the Owner(s) may develop the Property as one or more distinct Planned Developments.

- B. Water. The Parties acknowledge that City water main system services are not currently available to the Property. Owner(s) may install and utilize a well on the Property until such time as a City water main is within 1,500 feet of a property line of the Property. Upon the Property being within 1,500 feet of a City water main, the Owner(s) shall within one (1) year thereafter, disconnect from the well and connect to the City water main system. If Owner(s) extend the City’s potable water system to the Property, extension shall be in conformance with the City’s Subdivision Code, other applicable statutes and regulations and such other reasonable requirements of the City. The City agrees to enter into a reasonable recapture agreement with the Owner(s) if Owner(s) finance and construct the potable water extension. Owner(s) understand that, prior to any development or construction on the Property, they must comply with Section 151.46 of the City of Belvidere Subdivision Code.
- C. Sanitary Sewer. It is possible that sanitary sewer may not be reasonably available to the Property at the commencement of development. Prior to the availability of City sanitary sewer, Owner(s) may elect, at their sole expense and risk, to use private septic systems to serve the Property. Any such, septic system shall comply with all relevant federal, state and local law or regulation governing or restricting such system. If such law or regulation would prohibit a septic system, then the relevant system shall not be utilized. At such time as sanitary sewer service is available to the Property, the Owner(s) shall have one (1) year to disconnect any structures from existing private sanitary sewer service and connect those structures to the publicly operated system, at

Owner(s)' expense. A sanitary sewer system shall be deemed available when the relevant system is located within 1,500 feet of the Property's boundaries. Owner(s) understand that, prior to any development or construction on the Property, they must comply with Section 151.47 of the City of Belvidere Subdivision Code.

D. Right of Way Improvements. Owner(s) understands and agree that the City, or a third party, may make certain improvements to existing rights of way in proximity to the Property, or may construct entirely new rights of way, which benefit the Property as well as other properties in the same general area. The City may finance such construction through imposition of a recapture ordinance or creation of a special assessment. Owner(s) agree to pay any recapture fee, adopted by ordinance, to help finance the cost of such right of way construction or improvements and further agrees to cooperate in the creation of any special assessment in the event the City elects to utilize either or both of those financing methods. The Parties agree that payment of any recapture fee or special assessment by Owner(s) shall be at the time of building permit issuance for development of any structure. In the event, Owner(s) are required to construct Right of Way Improvements pursuant to any City Code or Ordinance the City will enter into an appropriate recapture agreement as contemplated by Section 9 of this Agreement.

E. Irene Road Access. The Parties understand that the construction of the Irene Road interchange with the I90 Tollway has created the need for access control to satisfy both the Illinois Toll Highway Authority and Illinois Department of Transportation. The Parties shall enter into a separate access control agreement with the Illinois Toll Highway Authority and the Illinois Department of Transportation and further agree that no development on the Property shall occur until such time as said access control agreement has been entered into and any and all necessary approvals by the Illinois Toll Highway Authority and the Illinois Department of Transportation regarding access control have been obtained. The Parties agree that they shall work together and cooperatively to obtain the necessary approvals from the Illinois Toll Highway Authority and the Illinois Department of Transportation. Such cooperation from the City shall include, but not be limited to, making initial calls to the Illinois Toll Highway Authority and Illinois Department of Transportation, attending meetings and otherwise helping and supporting a reasonable request for the necessary approvals. Owner(s) shall be responsible for providing all necessary drawing, plans, and engineering and paying for the costs thereof. In the event a full access is not granted/obtained along Irene Road property frontage, Owner(s) shall have the right to terminate this Agreement, and in the event the Property has been annexed, to disconnect the Property.

City: City of Belvidere,
an Illinois Municipal Corporation .

by: _____
Mayor

ATTEST:

City Clerk

OWNERS:

Chicago Title Land Trust Company, trustee
under trust agreement dated May 1, 2008
and known as trust number 8002350415
(Being the owners of the property
and currently fifty one percent of the
electors.)

By: _____

Subscribed and Sworn to
before me this _____ day.
of _____, _____.

Notary Public

EXHIBIT L

PLANNED COMMUNITY DEVELOPMENT CONCEPT

A planned development concept will be provided at the time of application for a planned development special use, or application for preliminary plat approval.

PRE-ANNEXATION AGREEMENT

This Agreement is executed _____, 2018, by the City of Belvidere, Illinois, a municipal corporation of the State of Illinois (the "City") and Chicago Title Land Trust Company, as trustee under trust agreements dated May 1, 2008 and known as trust number 8002350417, August 1, 2009 and known as trust number 8002350448, August 1, 2008 and known as trust number 8002350443 and May 1, 2008 and known as trust number 8002350416 ("Trustee") and Beverly Materials, LLC ("Beverly Materials"), an Illinois limited liability company (the Trustee and Beverly Materials being referred to as "Owner(s)").

WHEREAS, the Trustee is the owner of certain real property (the "Property"), all of which is located in the unincorporated portion of Boone County, Illinois. The Property is legally described on Exhibit A to this Agreement, shown on the annexation plat attached hereto as Exhibit F and the Property is further shown on the Site Plan that is attached to this Agreement in Exhibit D, all of which are incorporated herein by this reference; and

WHEREAS, in each instance in which the term the "Owner(s)" is used in this Agreement, it shall be deemed to refer to the Owner(s) and any person or firm then holding title to the Property, including Beverly Materials, its successors and assigns and the successors in title to the Property; and

WHEREAS, Owner(s) 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., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) in accordance with the terms and conditions hereinafter set forth; 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 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, the Property consists of eight parcels (encompassing 7 PINs) which are used principally as unimproved farmland with some areas used as a mineral extraction quarry. The Property is shown on Exhibit D. Owner(s) desires to develop the Property to facilitate quarry, related construction and recycling activities on the Property and the development of other industrial, commercial, and open space uses; and

WHEREAS, the real property held in trust number 8002350417 contains approximately 441 acres portions of which are the subject of a certain Settlement Agreement/Consent Decree entered into with the County of Boone and pursuant to which mining operations have been

commenced and continue pursuant to the Operations Plan referred to therein, as amended (the “Hardeman Property Operations Plan”); and

WHEREAS, the City desires to secure its future expansion and provide for the diversification in the development of the City to include job-producing and commercial development; and

WHEREAS, the Property is not currently contiguous to the City. Owner(s) desires to annex the Property to the City at such time as the Property becomes contiguous to the City, and the City and Owner(s) desire to enter into an annexation agreement pursuant to 65 ILCS 11-15.1-1 et seq., of the Illinois Municipal Code; and

WHEREAS, pursuant to the Code, the corporate authorities of the City have held the required public hearings upon this Annexation Agreement, have given notice of the date, time and place of each such hearing, have observed all statutory requirements for the execution of this Annexation Agreement and have determined that it will be in the best interest of the City to annex the Property to the City in accordance with the provisions of this Agreement; and

WHEREAS, in reliance upon the adoption by the City of the ordinances provided for in this Agreement, and upon the continued effectiveness of the other ordinances, codes, and regulations of the City and as amended in the future by ordinance of general applicability, as modified by or in accordance with this Agreement, the City and Owner(s) are willing to execute this Agreement and to undertake the respective obligations set forth in this Agreement; and

WHEREAS, it is the desire of the City and Owner(s) that the Property be subject to the ordinances, codes and regulations of the City as modified by or in accordance with this Agreement and further subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Agreement, and other valuable consideration the sufficiency of which is hereby acknowledged, the City and Owner(s) agree as follows:

City Authority. The City shall utilize whatever powers it may from time to time have to perform its obligations under this Agreement.

Incorporation. The foregoing recitals and the Exhibits attached hereto are incorporated in this Agreement by this reference as if fully set forth.

Annexation. (a) Upon execution of this Agreement the Owner(s) of the Property shall file an appropriate petition to annex the Property to the City subject to the terms of this Agreement. The Parties acknowledge that the City will not immediately act upon said Petition as the Property is not yet contiguous to the City but may rely upon that Petition at such time as the Property becomes contiguous to the City. At such time as the Property is contiguous to the City, the City shall take all necessary actions to cause the Property to be annexed to the City in accordance with and subject to the terms of this Agreement. Owner(s) agrees to facilitate the

annexation of the Property by taking all necessary actions and executing all necessary documents to accomplish annexation, including but not limited to, re-execution of any petitions for annexation.

Until such time as the Property becomes contiguous, the Owner(s) agrees to provide, by virtue of a Memorandum of Agreement and/or Plat Designations, notice to all new Owner(s) and their successors in interest of this Annexation Agreement and the Owner(s)', including future owners of the Property, obligation to annex the Property to the City. Owner(s) shall require, prior to the conveyance of any portion of the Property, any subsequent Owner(s) to execute an Assignment and/or Power of Attorney authorizing and directing the Owner(s) or its successor entity to sign any documents necessary to annex the Property at such time that the Property becomes contiguous to the City.

(b) In the event, prior to annexation of the Property, the Property is surrounded and bounded by another municipality or municipalities such that the corporate boundary of the City cannot become contiguous to the Property with sufficient frontage for legal annexation or the Property is otherwise physically prohibited from becoming contiguous to the City and annexation to the City is not legally possible, the City and the Owner(s) shall each have the option to terminate this Agreement by notice to the other Party as provided in this Agreement. Notwithstanding any other provision or term of this Agreement, upon termination of this Agreement pursuant to this subparagraph 3(b), all obligations from each Party to the other shall also terminate. All sums paid by one Party to the other and any obligations performed by one Party for the benefit of the other shall be considered paid or performed, as the case may be, and shall not be considered recoverable by the obligated Party. The Owner(s) may exercise their right to terminate this Agreement pursuant to this paragraph 3(b) not earlier than twelve (12) years from the date of the execution of this Agreement.

Zoning. Immediately upon the execution of this Agreement, the City shall cause the Property to be zoned in the Rural Holding Zoning District under the City's Zoning Ordinance and shall approve a special use to permit the extraction and processing of limestone materials, other aggregates including sand and gravel from the Property ("Aggregate Material"), the operation of a concrete and/or asphalt Batch Plant(s), the recycling of such materials and other products deemed to be "clean construction or demolition debris" pursuant to 415 ILCS 5/3.7a, asphalt recycling operations, concrete recycling operations, shingle recycling operations for RAS (recycled asphalt shingles) production pursuant to IEPA regulations and permitting, (for use in materials to be removed from the Property) and uncontaminated soil fill operations pursuant to IEPA permitting and the Reclamation Plan. Upon request, the City further agrees to rezone and approve a Planned Development, that complies with the City of Belvidere Municipal Code, for portions of the Property (as identified on Page 9 of the Mining Plans attached hereto as Exhibit D) to allow outdoor storage, distribution and trucking and general office uses. All the foregoing uses may be jointly referred to herein as the "Approved Uses". During the Term of this Agreement, the City shall grant any and all necessary zoning request by the Owner(s) so as to permit any of the Approve Uses on the portions of the Property identified on Page 9 of 10 of the Mining Plans attached hereto as Exhibit D.

Owner(s) shall apply for a Special Use and a request for any necessary map (zoning) amendment to allow the Approved Uses. All further development of the Property shall be pursuant to a Planned Development. Further, Owner(s) agrees 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:

No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabarets, motels, motions picture theaters, theaters, etc.

Signage. Owner(s) shall not erect, construct or allow another to erect or construct any sign of any nature at any location on the Property except as permitted by the City of Belvidere Municipal Code. Owner(s) may keep a sign at the Irene Road entrance for the duration of the period of mining and other construction related activity on the Property that complies with the City of Belvidere Municipal Code.

Plats of Subdivision. Except as otherwise set forth herein, Owner(s) agrees that all construction on the Property will be in accordance with the Belvidere Municipal Code, including but not limited to the City's Building Codes, Subdivision Codes and Zoning Codes, as amended and in effect at the time of issuance of building permit or other relevant permit. The Owner(s) shall be allowed to seek final approval of the Property in phases, provided each final plat complies with an approved Preliminary Plat. Approval of this Annexation Agreement shall not be construed or interpreted as an approval of either a Preliminary Plat or a Final Plat of Subdivision. The Owner(s) shall not be required to submit a preliminary or final subdivision plat for its mining quarry activities, asphalt manufacturing, concrete manufacturing or the recycling of such materials, but shall apply for a Planned Development in order to obtain the necessary deviation for mineral extraction and other activities described herein.

The Owner(s) agree that no structure or building shall be constructed within any 100 year flood plain as determined by the most recent F.E.M.A Flood Boundary and Floodway Map, without specific written consent of the City. Owner(s) shall not extend Mining Activities beyond the boundaries of the Operations Plan attached hereto as Exhibit C, unless it submits, and the City approves, an updated operations plans for the next portion of the Property.

Owner(s) agrees that, any development of any portion of the Property, other than the Approved Uses, will be developed as a Planned Development as set forth in the City of Belvidere Municipal Code in effect at the time of such development. Further, Owner(s) agrees that, notwithstanding anything else in this Agreement and notwithstanding any prior approval of any Preliminary Plat, the City Council may deny any Final Plat or Planned Development approval if it determines that the proposed development would be contrary to the public health or welfare.

Owner(s) shall construct and complete all public improvements required by this Agreement, at the time required by the Agreement. Public improvements not identified by this Agreement but required as a condition of any Final Plat or Planned Development, and those bonded and required by the City's subdivision control ordinance, and any other public improvements, including, but not limited to, sidewalks, streets, sewer and water mains, shall be

completed within eighteen (18) months of approval of any Final Plat of subdivision or Planned Development. At such time as Owner(s) believes that all public improvements are ready to be dedicated to the City, or that portion of public improvements within any Final Plat, representatives of the City and Owner(s) shall meet and inspect the public improvements to be dedicated and shall create a punch list of those items to be completed or corrected prior to acceptance of the public improvements by the City. These punch list items shall be completed within sixty (60) days from the date of the inspection. If all public improvements are not completed within the eighteen-month period, or the punch list items are not completed to the City's satisfaction within sixty days of the inspection, the City may deny any future building permits for any property within the Annexed Property and/or withhold approval of any additional Final Plat until such time as the Public Improvements are completed and accepted by the City. This remedy is cumulative, in addition to, and distinct from any other remedy the City may have, including but not limited to, remedies under any bond or letter of credit and the remedies contained in Section 14 of this Agreement. Notwithstanding the foregoing, the Parties acknowledge that public water and sewer are not currently available to the Property. The City agrees that any of the Approved Uses may be serviced by well until such time as public water is within 1,500 feet of the Property and may be served by septic until such time as public sewer is within 200 feet of the Property however extension and connection to the City operated water and sanitary sewer systems shall not be required until such time as a portion of the Property is developed for a use other than a Mining Activity as defined in Exhibit K. To the extent the City extends public water and/or sewer to the Property, the Owner(s) shall pay its equitable and proportionate share of the costs of such extension. Owner(s)' equitable and proportionate share of the costs of such extension shall be based upon the same formula utilized by the City for other uses within the immediate area, however the determination of Owner(s)' equitable and proportionate share shall not take into consideration identifiable separate portions of the Property used for any Mining Activities or Batch Plant activities, until Owner(s) seek to use such portions of the Property for other than Mining or Batch Plant activities. Owner(s) shall be permitted to pay its equitable and proportionate share of the costs of such extension in phases based on the portion/acreage the Property that is actually being developed at any given time and at the time of connection of such portion/acreage of the Property. To the extent the Owner(s) extends public water and/or sewer to the Property, the City shall enter into a recapture agreement wherein the City and any other third-party properties which are benefited by the Owner(s)' extension of public water and/or sewer shall pay to the Owner(s) its equitable and proportionate share of the costs of such extension. In such case, the City and the Owner(s) shall enter into an agreement to ascertain the location of the extension, engineering, financing, etc.

Upon the completion of Extraction Operations, as defined in Exhibit C, and the approved special use, the Owner(s) shall construct any improvements required by the Reclamation Plan. Notwithstanding the foregoing, provided the Batch Plant(s) is "active", it shall be allowed to continue operations after the completion of Extraction Operations and continue operations during and after the implementation of the Reclamation Plan. For purposes of this Agreement, the term "active" shall be defined to mean that the Batch Plant(s) has not ceased operation for more than 24 consecutive months after the completion of Extraction Operations. In the event the Batch Plant(s) ceases operations on the Property for more than 24 consecutive months after the completion of Extraction Operations, the Owner(s) shall remove the Batch Plant(s) within 6 months (i.e. 30 months from cessation of operations). Notwithstanding the foregoing, the City

acknowledges that Owner(s)' Batch Plant(s) are portable in nature and that Owner(s) has the right to disassemble a Batch Plant, relocate it to another site for use and then subsequently bring the Batch Plant back to the Property, reconstruct the Batch Plant and place it back into use at the Property.

Drainage. See, Exhibit D.

Fees. As a condition of this Agreement, Owner(s), its assigns and/or successors, agrees to pay and/or donate, or cause to be paid and/or donated cash contributions as set forth in this Agreement, including but not limited to the Contributions as set forth in Exhibit E, Impact Fees, and the Host Fee. Owner(s) agrees that the public entity receiving a cash payment and/or donation may use the cash and/or donation for any public purpose. Owner(s) further agrees that the cash payment and /or donation represent a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner(s), its successors and assigns waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date unless otherwise permitted by this Agreement. Owner(s) agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is not more than the amount appropriate to set off the anticipated impact of the development. The donations and fees set forth in Exhibit E shall be required at such time as identified in Exhibit E.

Owner(s), 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 any person or entity on account of any payment or donation described in this Agreement. The City agrees to provide the Owner(s) with a credit against the Host Fee required under this Agreement for the Owner(s)' prior contribution of \$25,000.00 to the Flora Neighborhood Plan. This credit constitutes the credit against annexation fees contemplated in the Agreement previously signed and commonly known as the AGREEMENT FOR CONTRIBUTIONS TO THE TOLLWAY NEIGHBORHOOD PLAN PROJECT.

Legal, Engineering, and Planning Costs. Owner(s) agrees to reimburse the City for reasonable attorneys' fees, planning consultants, engineering consultant's fees and costs and any other professional costs incurred by the City in connection with the negotiation and approval of the annexation, Annexation Agreement, including, but not limited to, the time of in-house staff, up to a cumulative amount not to exceed \$10,000.00. Thereafter, Owner(s) agrees to reimburse the City for reasonable attorney's fees, planning consultants, and engineering consultant's fees and costs and any other professional costs incurred by the City in connection with the zoning, platting and development of the Property as a part of the future approval of any development, subdivision or Planned Development. In addition, Owner(s) agrees to pay the City's costs of enforcing this Agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property and use of the Property as a

quarry and for the Approved Uses, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement.

No Partnership. The City does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with the Owner(s).

Indemnification. The Parties agree that the Owner(s) shall indemnify, defend and hold the City, its officials, officers and employees, harmless from any damages, claims, or causes of action which are in any way related to Owner(s) activities in developing the Property or use of the Property, excepting those negligent or intentional acts of the indemnities. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Employees Tort Immunities Act.

Maintenance. (a) Winter Maintenance. 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 by which the City, subject to availability of equipment and personnel, would be responsible for the removal of ice and snow within such phases. If the Parties do not enter into such a sub-agreement, the Owner(s) shall be responsible for the removal of ice and snow.

(b) General Maintenance. Until the streets in any platted phase of the Property are dedicated to and accepted by the City, it shall be the responsibility of the Owner(s)/Builder and/or Developer to regularly remove all rubbish, refuse, building materials, mud, soil and other debris, from the streets, and leave the streets in a clean state, free of any such refuse, building materials, mud, soil or other debris, at the end of construction activities on each day. All property and premises shall be maintained in a clean, safe and sanitary condition free of the accumulation of any debris, rubbish, discarded building materials and other items. Building materials to be used in the construction of a building may be stored upon the lot upon which the building is to be erected. However, the building materials (other than stockpiles of aggregate minerals, similar aggregates, recyclable and recycled products) shall only be stored in a safe, clean and orderly manner. The Owner(s)/Builder and/or Developer shall place the entire property, including but not limited to any lot under construction, in a safe, clean and orderly manner at the end of each construction day. If, in the City's discretion, the Developer, Owner(s) and/or Builder fails to comply with this Section, the City may withhold future building permits, anywhere in the City, for the entity holding title to the property which is not in compliance and/or the City may issue a stop work order upon the property in question until such time as this Section is complied with. The remedies contained in this Section are in addition to and not exclusive of any other remedy the City may have under this Agreement or at law or in equity.

Ordinances. The Owner(s) shall 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. During the term of this Agreement, the City agrees that no subsequently adopted ordinance shall apply to the Property which would prevent the use of the Property for the Approved Uses within the areas permitted by this Agreement. Owner(s) agrees to dedicate or

deed to the City public improvements as requested by the City and related to the development of the Property. The Parties agree that, so long as this Agreement remains in effect, whether prior to or after annexation, the Owner(s) and the Property are subject to the primary land use and regulatory control of the City of Belvidere except in such situations where Federal or Illinois laws and agencies preempt such regulation and control.

Remedies. Either Party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The Parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17th Judicial Circuit Boone County, Illinois, and both Parties submit to jurisdiction and venue in that Court.

Before any failure of any 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 provide notice, in accordance with Section 28, to the Party alleged to have failed to perform and performance shall be demanded. If the Party alleged to be in breach of this Agreement fails to cure or initiate cure of the alleged breach within fifteen (15) days of the mailing of the notice, to the satisfaction of the Party alleging breach, then any legal action may be commenced by the Party alleging breach, including, but not limited to an action at law or equity or an appropriate administrative remedy such as suspension or revocation of an approved special use. The notice and cure period contained herein shall not apply to breaches of the Conditions contained in Exhibit C or the approved special use.

Costs, Expenses, and Fees. Except as provided for in this Agreement, the Owner(s) has paid the current annexation fees of \$500.00 authorized in the Belvidere Municipal Code to the City. Also, notwithstanding any provision of this Agreement to the contrary, the Owner(s) shall pay the entire amount which may be due a fire protection district immediately upon annexation regardless of when the monies may actually become due to the fire protection district.

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.

Miscellaneous. (a) If, because of any action or inaction of the Owner(s) the Property fails to be annexed to the City after becoming contiguous, the City shall have the right to immediately and without notice, disconnect any sanitary sewer service or water service connected to the Property. Owner(s), and on behalf of its successors and assigns, agrees 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. Further, if the failure to annex is not the fault of the city, Owner(s) shall cease all development and construction activity as well as mining activity in the expanded area of the quarry.

(b) During the term of this Agreement, but prior to annexation of the Property, the Property shall lie in unincorporated Boone County but, pursuant to the terms of this Agreement and pursuant to the authority of the statute in such case made and provided in 65 ILCS 5/11-15.1-2.1, the City Zoning Ordinance, Subdivision Control Ordinance and all other City Ordinances, codes and regulations shall govern and be the primary land use and regulatory

control of the Property the same as if the Property were within the corporate limits of the City of Belvidere.

(c) Upon execution of this Agreement, and prior to annexation, the Owner(s) shall execute any document necessary to cause the State of Illinois Department of Revenue to pay to the City any and all collected sales tax revenues that would be paid to the City, the same as if the Property were already annexed. Further, the Property shall be subject to the City's utility taxes, currently collected by the State of Illinois, the same as property lying within the City.

The Parties agree that, in the event the City's ordinances and codes, including but not limited to its zoning code and building code, are held by a court of competent jurisdiction, not to apply to the Property, all building, construction and development and the Approved Uses upon the Property shall be suspended until such time as the Property is annexed or other permissions are obtained to continue the Approved Uses. Upon the suspension of the Approved Uses on the Property, the Owners' obligation to pay any and all fees and costs under this Agreement shall also be suspended until such time as the Owner(s) is again able to continue building, construction, development and/or the Approved Uses on the Property under the authority of the City. However, the remainder of this Agreement and Owners' obligation to annex upon contiguity to the City shall remain in full force and effect. In such event, the City agrees to use its best efforts to negotiate an intergovernmental agreement with Boone County or otherwise obtain some authorization from Boone County to allow the building, construction, development and the Allowed Uses contemplated by this Agreement to occur and continue. Upon the resumption of Owners' building, construction, development or the Approved Uses on the Property, the Owner(s) shall resume payments to the City as set forth in this Agreement.

(e) Owner(s) agrees to pay for the costs of all inspections of the Property performed by the City or its agents, pursuant to City Codes and Ordinances or authorized under this Agreement.

(f) Owner(s) shall pay all applicable fees and charges as established by the City from time to time at the rate in effect at the time said fees and charges are due and payable, provided such fees and charges are originated under an ordinance or other action of general applicability.

(g) During the term of this Agreement and any extension thereof, Owner(s) shall conduct all operations in compliance with the statutes, rules and regulations of the State of Illinois, the United States of America, their departments, agencies and bureaus, including but not limited to the Department of Mines and Minerals, the Illinois and Federal Environmental Protection Agencies and specifically including the statutory requirements of the Surface-Mined Land Conservation and Reclamation Act. Where this Agreement or a City ordinance is more restrictive than applicable law or regulation and where the matter is not pre-empted by state or federal statute or regulation, the more restrictive provision of this Agreement or a City ordinance shall apply. Owner(s) agrees to provide any reports, filings or other documents, in any form or format required by the State of Illinois or the United States of America, to the City upon request. Further, Owner(s) shall, within 10 days of receipt, provide City a copy of all correspondence, reports or any document of any kind in any format received from any department or agency of the United States of America or the State of Illinois, including, but not limited to, any notice of a

violation of any applicable rules, regulations, policies or any law whatsoever. The City agrees that it will consider minor variations to the Owners' Reclamation Plan so long as such modifications conform with the overall standards approved at the time of the execution of this Agreement. In addition, revisions to the City's zoning ordinance which impose time limits or require renewals of the special use for the Allowed Activities shall not apply to the Property during the Term of this Agreement.

Host Fee. (a) Except as otherwise provided for in this Agreement, upon the execution of this Agreement and for as long as the Approved Uses, including any activities that are ancillary to these activities are in operation on the Property, Owner(s) shall pay the City a Host Fee based on the total tonnage of Aggregate Material transported from the Property (including any Aggregate Material that is processed as part of a product such as asphalt or concrete), provided, however, that no such fees shall be payable with respect to aggregates which do not originate from the Property, such as stockpiles of aggregates brought to the Property from other sites and subsequently transported from the Property. The Owner(s) shall maintain accurate records of all Aggregate Material that originate off the Property and these records shall be available for inspection by City on request. The quantities of aggregate brought to the Property from off-site shall also be reported to the City in the Sales Reports. Further provided that, if the City's authority to permit the Allowed Uses on the Property shall cease or be suspended for any reason, the Owners' obligation to pay the Host Fee shall cease until such time as the City's authority is reinstated.

(b) The Parties acknowledge that as of the date of execution of this Agreement, the City is currently charging a host fee of eighteen and seventy hundredths cents (\$0.1870) cents per ton to other quarries within the City ("Other Host Fee Rate"). The Parties agree that, as of the date of execution of this Agreement, the Host Fee charged to the Owner(s) under the terms of this Agreement shall be twenty and ninety-five hundredth cents (\$0.2095) per ton. All Host Fees shall be paid monthly within twenty (20) days after the last day of the month to which the fee relates. The quantity of Aggregate Material transported from the Property shall be determined as Aggregate Material is removed and transported from the Property using the scale on the Property provided by the Owner(s). The scale used for the determination of quantities shall at all times be certified as accurate by the appropriate governmental agency and the City shall be entitled to inspect the inspection reports and calibrations of the scale upon request. On or before the fifteenth day of each month, the Owner(s) shall forward to the City monthly reports (the "Sales Reports") certified by the Owner(s) showing on a daily basis the quantity of Aggregate Material removed and transported from the Property during the preceding month.

(c) For the period commencing with the effective date of this Agreement and for 5 years thereafter, the Host Fee shall be twenty and ninety-five hundredths Cents (\$0.2095) per ton. In the event the CPI-U (All-Urban Consumer Price Index) increases during this 5 year period causing the Other Host Fee rate to be adjusted so as to exceed the twenty and ninety-five hundredths Cents (\$0.2095) rate per ton being paid by Owner(s), then Owner(s) shall pay the higher host fee rate amount during said 5 year period. As of each January 1 following the expiration of said 5 years from the effective date of this Agreement, and once every 5 years thereafter, the Host Fee then being paid by Owner(s) shall be increased by the average CPI-U Index percentage for the previous 5 years, until the expiration of this Agreement. If the CPI-U

Price Index is no longer published, the City and the Owner(s) will designate a comparable index which shall then be used for determining the rate of adjustment to the Host Fee.

(d) The Owner(s) shall keep complete and accurate books and records relating to the determination of the Host Fee to be paid under this Agreement. Owner(s) shall deliver to the City monthly reports showing the quantity of aggregate products sold from the Property during the preceding month. The reports shall be originated and records maintained in a manner consistent with Generally Acceptable Accounting Practices. Owner(s) shall permit the City's designated representatives access to such books and records for inspection, audit and photocopying during the Owner(s)' normal business hours. To the extent legally permissible, the City shall maintain as confidential the information which it derives from the Owner(s)' books and records, but shall be permitted to disclose such information to employees and consultants which the City, in its sole discretion, deems appropriate in order to monitor and ensure Owner(s)' compliance with the terms and conditions of this Agreement. In the event that any such inspection/audit reveals any underpayment of Host Fees, the Owner(s) shall within seven (7) days pay the City the amount(s) of such underpayment(s) plus interest at the rate of twelve percent (12%) per annum on the underpayment from the date that the Host Fees were due, and shall reimburse the City for the costs and expenses of the inspection or audit, any costs and expenses related to collection of the delinquent amounts (if collection efforts must be initiated), and any legal, professional and technical fees incurred.

(e) Notwithstanding any other provision of this Agreement to the contrary, the total Host Fees payable in each full calendar year during which Extraction Operations are conducted on the Property shall not be less than Twenty Thousand Dollars (\$20,000.00). In the event that the Host Fees paid on a monthly basis during any year are less than the minimum amount specified in this paragraph, the deficiency shall be paid within thirty days after the last day of the year.

(f) In the event that Aggregate generated from the Property is incorporated in other products, such as concrete or asphalt prior to being transported from the Property, the quantity of Aggregates on which Host Fees are payable shall be based on the weight of the Aggregates so incorporated in the other product and not on the total weight of the product into which they have been incorporated. All Aggregate generated from the Property and incorporated in other products while on the property shall be weighed prior to incorporation.

Road Improvements and Maintenance. The Owner(s) shall be responsible for the repair or replacement of the asphalt surface and shoulder stone on Irene Road from the south line of the Property to the southerly line of US Route 20 which is necessary to accommodate the use of the road by vehicles having a gross weight of 80,000 pounds with the exception of that part of Irene Road that is under the ownership, maintenance jurisdiction and supervision of the Illinois Toll Highway Authority or any portion of US Route 20 that is under the ownership and supervision of the Illinois Department of Transportation. The Owner(s) shall at least annually inspect the roadway and the Owner(s), in conjunction with any other owner conducting similar activities, will perform any maintenance or repairs that may be required as a result of the Owner(s)' use of the Property for the Extraction Operations. For purposes of this Agreement, maintenance or repair shall only include patching and overlays of the roadway. If the City or other agency with

jurisdiction, due to other development in the vicinity of the Property desires to reconstruct Irene Road, then the Owner(s) shall be responsible for the costs of reconstructing the ½ of the right of way for that portion of Irene Road which is adjacent to the Property. For purposes of this Agreement, reconstruction shall be defined to mean replacement of pavement and substantial reconstruction of the entire right of way and may include storm water facilities, utilities and grading.

The parties acknowledge that another quarry lying north of the Property utilizes a portion of Irene Road. Therefore, Owner(s) and the owner of the adjoining quarry shall each share in the cost of maintaining Irene Road and the shoulder from the north property line of the Property to the Southerly right of way line of US Route 20 based upon the proportion of each quarry's use of Irene Road. If the City and Owner(s) and the adjacent owner cannot agree on a reduced proportion, then the Parties shall refer the matter to an independent traffic engineer for a final binding determination. The cost sharing cooperation contemplated hereby is intended to apply to all non-agricultural developments which may occur along and utilize Irene Road, South of Interstate 90, in the future. The City may use a front-foot or other reasonable basis for such allocation.

Any additional improvement or upgrade to the configuration of Irene Road that may become necessary or convenient because of further land development in the immediate area shall not be considered as a repair or replacement under this paragraph. If it becomes necessary for Owner to route trucks on Irene Road south of the south property line of the Property, Owner agrees to provide a similar guarantee to the division of local government having jurisdiction over that part of Irene Road south of the quarry and which is adjacent to the Property that will be used by trucks accessing the Property from the south and hauling Aggregate or asphalt. If the configuration and capacity of Irene Road is upgraded and if the commercial and industrial vehicle traffic using Irene Road substantially increases, Owner(s)' share of the maintenance and replacement costs shall decrease proportionately.

20. Cooperation in Future Development. (a) Owner(s) agrees to cooperate with the City in its efforts to develop the area (the "Economic Development Area") which includes the Property. The Economic Development Area is coterminous with the area described in the Flora Neighborhood Plan. Although the Parties acknowledge the specific activities or assistance to be provided by Owner(s) are to be determined in the future by the mutual agreement of the Parties based on the anticipated timing of and demand for development in the Economic Development Area. The Parties have identified certain activities which are representative of the type of cooperation contemplated under this Agreement: (1) participation in Special Service Taxing Areas created to fund the extension of infrastructure to the Economic Development Area; (2) providing financing for a part of the extension of sewer and water to the Economic Development Area; (3) rebating a part of the cost of Aggregates quarried from the Property and used in the construction of infrastructure directly serving the Economic Development Area by Owner(s) or its affiliates; (4) providing locations on the Property, or other land owned or controlled by Owner(s) or its affiliates, for infrastructure improvements to serve the Economic Development Area such as lift stations, wells or water storage facilities

(b) The City and the Owner(s) recognize that redevelopment of the Property for end uses consistent with the Development Plan cannot occur until certain municipal utilities, including water and sewer services, are provided to the Economic Development Area that includes the Property. However, at the execution of this Agreement, the designs and engineering of the municipal utility services for the Economic Development Area are in the formative stage and cannot be ascertained with any degree of certainty. Owner(s) agrees that, at such time as the City designs, engineers and is prepared to provide municipal water and sewer service to the Economic Development Area and to the Property, the Owner(s) will contribute an equitable share of the cost to design, engineer and construct the municipal water and sewer service serving the Economic Development Area. Owner(s)' equitable share shall be based upon the same formula utilized by the City for other uses within the immediate area, however the determination of Owner(s)' equitable and proportionate share shall not take into consideration identifiable separate portions of the Property used for any Mining Activities or Batch Plant activities until Owner(s) seek to use such portions of the Property for other than Mining or Batch Plant activities. Owner(s) shall be permitted to pay its equitable and proportionate share of the costs of such extension in phases based on the portion/acreage the Property that is actually being developed at any given time and at the time of connection of such portion/acreage of the Property.

21. Agreement Runs with the Land. This Agreement shall be deemed to be a covenant that runs with the land and is binding on the Owner(s)' successors in title. Successors in title to any portion of the Property shall be an Owner(s) for purposes of this Agreement. Any reference to Owner(s) herein shall include all subsequent owners of any portion of the Property. Upon execution of this Agreement, Owner(s) shall record a copy of this Agreement with the Boone County Recorder's Office.

Parity. The City agrees that, if it enters into an annexation agreement with another quarry operator or owner and the other operator's or owner's quarry is located within three (3) miles of the Property, the terms of that other annexation agreement shall not allow for more favorable operational conditions than under this Agreement. If the terms of the other annexation agreement do allow for more favorable conditions than the conditions incorporated into this Annexation Agreement, the more favorable conditions set forth in the other agreement shall apply prospectively to this Annexation Agreement.

Amendments. This Agreement may be amended from time to time only by an instrument in writing executed by the City and the then Owner(s) of the Property.

Binding Effect. The Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the City and Owner(s). The undertakings of Owner(s) under this Agreement shall be appurtenant to the Property and shall be deemed to "run with the land".

Use of Scale. Owner(s) agrees that the City, including the City's Police Department, may use the certified truck weigh scale on the Property, for no charge, from time to time. If the City uses the scale outside of regular operating hours, it shall notify the Owner(s) of each instance of use. The City agrees to indemnify, defend and hold Owner(s) harmless from any

claim, liability or cause of action arising out of the City's use of the scale, excepting those claims, liabilities or causes of action resulting from the Owner(s)'s negligence or malfeasance.

26. Term. This Agreement shall be valid and binding upon the Parties hereto, their respective successors and assigns for the term of thirty (30) 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. The Parties acknowledge and agree that the thirty (30) year term is in derogation of state law as applied to non-home rule units and that the thirty (30) year term is being agreed upon pursuant to the City's powers as a home rule unit of government. In the event that a court of competent jurisdiction rules that the City lacks authority for a greater than twenty (20) year annexation agreement, then the statutory term of twenty (20) years shall be applied.

27. Miscellaneous Provisions.

(a) The captions, titles and headings used in this Agreement are inserted as a matter of convenience and for reference and do not define, limit or described any term, section, page, article or provision.

(b) This Agreement and any drawings or exhibits contain the entire agreement between the Parties and replaces any prior verbal or written agreement between the Parties, provided, however, that this Agreement shall amend, replace or modify the Agreement for Contributions to the Tollway Neighborhood Plan Project previously entered into by and between the Parties. This Agreement and any of the supporting documents incorporated by reference may not be altered except by an instrument in writing executed by the Parties.

(c) The failure of any Party to exercise any right or remedy under this Agreement or in law shall not act as a waiver of any other right or remedy or impair that Party's right to enforce the Agreement at any time.

(d) If any word, term, phrase, sentence, paragraph, section or article is held to be invalid by a court of competent jurisdiction, that ruling shall not affect the validity or enforceability of any other word, term, phrase, sentence, paragraph, section or article.

(e) Except as specifically set forth in this Agreement, all notices, requests, approvals, communications and demands made between the Parties shall be considered given when the communication is addressed to the Parties as identified below and deposited with sufficient postage with the United States Postal Service for certified mail delivery, return receipt requested, or deposited with a nationally recognized overnight carrier for overnight delivery with sufficient postage for delivery. Notice may also be conveyed by personal delivery to the receiving Party's authorized representative as designated below or when transmitted by facsimile machine or other electronic mail with a confirming copy sent by United States Postal service first class mail.

If to Owner(s): Beverly Materials, LLC
 1100 Brandt Drive
 Hoffman Estates, IL 60192

With a Copy to: Warren R. Fuller
Kelleher & Buckley, LLC
102 S. Wynstone Park Drive, Suite 100
North Barrington, IL 60010

If to City: City Clerk
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008

With Copy to: City Attorney
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008

(f) All other regulations, statutes and documents and exhibits referenced in this Agreement are incorporated by reference into this Agreement.

(g) Except where specifically noted and amended in this Agreement, this Agreement, its execution, interpretation and enforcement shall be subject to the laws of the State of Illinois.

The City of Belvidere has executed this Agreement pursuant to the authority conferred upon the Mayor and Alderpersons of the City by the laws of the State of Illinois.

The Owner(s) and the City have executed this Agreement on the date set forth in the caption.

For: City of Belvidere, Illinois, a municipal corporation

By: _____

Attest:

By: _____

For: Beverly Materials, LLC, an Illinois limited liability company

By: _____
Daniel R. Plote, Manager

Chicago Title Land Trust Company, not individually but as trustee under trust agreements dated May 1, 2008 and known as trust number 8002350417, August 1, 2009 and known as trust number 8002350448, August 1, 2008 and known as trust number 8002350443, and May 1, 2008 and known as trust number 8002350416

By: _____
_____, Trust Officer

EXHIBIT A

LEGAL DESCRIPTION

PIN: 07-09-200-015 – AREA = 30.92037 AC. – TRUST 8002350417

THE WEST HALF OF THE SOUTH 60 ACRES OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BOONE COUNTY, ILLINOIS.

PIN: 07-09-200-016 – AREA = 30.93709 AC. – TRUST 8002350417

THE EAST HALF OF THE SOUTH 60 ACRES OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BOONE COUNTY, ILLINOIS.

PIN: 07-09-400-001 - AREA = 162.39461 AC. – TRUST 8002350417

THE WHOLE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BOONE COUNTY, ILLINOIS.

PIN: 07-09-300-010 – AREA = 5.00455 AC. – TRUST 8002350443

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT IN THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, WHICH BEARS SOUTH 00 DEGREES 07 MINUTES 10 SECONDS EAST, 250.00 FEET FROM THE NORTHWEST CORNER OF THE SOUTH 102 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION: THENCE NORTH 89 DEGREES 12 MINUTES 28 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 102 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION, 871.27 FEET, THENCE SOUTH 00 DEGREES 07 MINUTES 10 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 250.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 28 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 102 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION, 871.27 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 07 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 250.00 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF BOONE AND STATE OF ILLINOIS.

PIN: 07-16-100-004 – AREA = 23.12771 AC. – TRUST 8002350448

PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 29 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION, 386.79 FEET TO THE NORTH LINE OF PREMISES CONVEYED BY EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE OF TRUST NO. 28124 TO COMMONWEALTH EDISON COMPANY BY TRUSTEE'S DEED DATED MARCH 31, 1976 AND RECORDED AS DOCUMENT 76-1168 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOIS;

THENCE NORTH 88 DEGREES 47 MINUTES 30 SECONDS EAST, 309.07 FEET; THENCE NORTH 88 DEGREES 49 MINUTES 09 SECONDS EAST, 2366.81 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION (THE LAST TWO PREVIOUSLY DESCRIBED COURSES BEING ALONG THE NORTH LINE OF SAID PREMISES SO CONVEYED TO COMMONWEALTH EDISON COMPANY AS AFORESAID); THENCE NORTH 00 DEGREES 02 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 368.48 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 12 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION, 2675.01 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF BOONE AND STATE OF ILLINOIS.

PIN: 07-16-200-003 – AREA = 105.37136 AC. – TRUST 8002350416

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN SITUATED IN THE TOWN OF FLORA, BOONE COUNTY, ILLINOIS, (EXCEPT THAT PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION WHICH POINT IS 386.75 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 16: THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 44 MINUTES 27 SECONDS AS MEASURED CLOCKWISE FROM NORTH TO EAST FROM THE LAST DESCRIBED LINE, A DISTANCE OF 309.07 FEET TO AN ANGLE POINT; THENCE EASTERLY ALONG A STRAIGHT LINE (KNOWN AS LINE A) FORMING AN ANGLE OF 00 DEGREES 02 MINUTES 01 SECONDS TO THE LEFT, WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, PASSING THROUGH A POINT ON THE EAST AND WEST CENTER LINE OF SAID SECTION 16, WHICH POINT IS 368.51 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 16, A DISTANCE OF 4949.67 FEET TO AN ANGLE POINT; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 00 DEGREES 46 MINUTES 20 SECONDS TO THE RIGHT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 96.37 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16, WHICH POINT IS 343.51 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 270.01 FEET, THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 27 MINUTES 58 SECONDS AS MEASURED CLOCKWISE FROM SOUTH TO WEST FROM THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 92.26 FEET TO THE INTERSECTION WITH A LINE DRAWN 270.0 FEET PERPENDICULARLY DISTANT SOUTH OF AND PARALLEL WITH THE ABOVE DESCRIBED LINE A; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 4945.84 FEET TO AN ANGLE POINT; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 00 DEGREES 02 MINUTES 01 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 316.95 FEET TO THE WEST LINE OF SAID SECTION 16, THENCE NORTH ALONG THE WEST OF SAID SECTION 16, A DISTANCE OF 270.04 FEET TO THE PLACE OF BEGINNING, IN BOONE COUNTY, ILLINOIS SITUATED IN THE COUNTY OF BOONE AND THE STATE OF ILLINOIS.

PIN: 07-09-300-013 – AREA = 89.96420 AC. – TRUST 8002350448

PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 102 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 12 MINUTES 28 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 102 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION, 1045.52 FEET TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUING NORTH 89 DEGREES 12 MINUTES 28 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 102 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION, 1631.20 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00 DEGREES 03 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 1660.58 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 12 MINUTES 28 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 2675.01 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 07 MINUTES 10 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 1160.56 FEET TO A POINT WHICH IS 500.00 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH 102 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 12 MINUTES 28 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 102 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION, 1045.52 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 10 SECONDS WEST PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, 500.00 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF BOONE AND STATE OF ILLINOIS.

EXHIBIT B

ZONING CLASSIFICATIONS

The Parties agree that the Property will be zoned RH upon execution of this Agreement and thereafter, the City will approve such other zoning classification(s) as necessary to allow for the Approved Uses identified on Page 9 of 10 of the Mining Plans attached hereto as Exhibit D. The City will approve a special use permit(s) to allow the Approved Uses identified on Page 9 of 10 of the Mining Plans attached hereto as Exhibit D, on the Property. Any Development, which is not an Approved Use as previously defined, will be pursuant to a Planned Development. For purposes of this Agreement, "Development" shall be defined to mean any development on the Property other than Approved Uses.

EXHIBIT C
CONDITIONS

Conditions

Special Conditions applicable to the use of the Property for the extraction of aggregate material and uses incident and ancillary to aggregate material production:

Definitions.

Where a capitalized term is used and is referenced in the underlying Agreement, the use of that term in this Exhibit shall have the same meaning as established in the underlying Agreement.

“Approved Uses” are those defined in Section 4 of the Agreement above.

“Batch Plant”, for purposes of this Agreement, shall mean the process and equipment used in mixing and/or manufacturing concrete cement or bituminous asphalt as well as the equipment used and process of recycling bituminous asphalt or concrete and asphalt shingle recycling operations.

“Development” shall be defined to mean any development on the Property other than Approved Uses.

“Extraction Operations” shall mean the actual separation of Aggregate Material from the earth and all pre-processing operations.

“Landscaped Area” shall mean that area designated on the Site Plan for landscape screening around the actual area where Extraction Operations are conducted.

“Mining Activities” shall mean Extraction Operations and overburden stripping, post-separation processing, grading, sorting, loading, delivery and any other activity necessary for the operation of a rock quarry.

“Mine Operator” shall mean Beverly Materials, LLC, its heirs, successors and assigns.

“Site Plan” shall mean the plan attached to the Agreement designating the various use areas within the Property.

Mine Operations and Reclamation

1.1 Employees or their designees of the City of Belvidere shall be entitled to inspect the facility at reasonable times to enforce the conditions imposed under this Agreement and the ordinances of the City.

1.2 The hours of operation for mining on the Property shall be from 5:00 a.m. to 10:00 p.m., weekdays and Saturdays for a total of two 8 ½ hour work shifts per work day. This operating hours accommodation shall allow for extended or altered hours of operations, if reasonably approved by the City, permitting the Owner(s) to conduct Extraction Operations, Mining

Activities and batch plant operations as needed on a temporary basis when reasonably necessary to meet the requirements of specific projects. Examples of projects for which extended hours are reasonable include specified projects for the Illinois Department of Transportation, the Illinois Toll Highway Authority and other state, federal and local government projects. There shall be comparable time limitations and allowances on the operation of a batch plant pursuant to an identified construction contract.

City and Owner(s) acknowledge that a portion of Owner(s)' operations must necessarily include the use of explosive devices (commonly referred to as blasting) to effectuate the removal of aggregate from the quarry. Both parties recognize that blasting has the potential of disturbing those around the Property. Therefore, notwithstanding the foregoing, blasting shall only occur on authorized days of operation, as set forth above, between the hours of 10:30 a.m. and 3:30 p.m. and not on holidays. No Mining Activities or blasting shall be permitted within 150 feet of the Property lines fronting Townhall Road and the Southern and Western boundaries. Mining Activities and blasting are not permitted within 300 feet of the property line abutting PIN 07-09-300-008. Mining Activities and blasting shall not be permitted within 25 feet of the Property line abutting the existing quarry to the West.

1.3 (a) The Mine Operator shall equip all of its vehicles and equipment with audible back-up or other warning devices which comply with applicable safety regulations of MSHA (Mine Safety and Health Administration) and other agencies. In all cases when the Mine Operator conducts hours of operation before dawn or after dusk, and where permitted by law, the Mine Operator shall require that its equipment and vehicles shall use visual back-up warning devices in lieu of audible back-up warning devices, unless prohibited by regulatory authority.

(b) The Mine Operator shall provide the City with an annual schedule showing all permits and bonds applicable to the facility. The Mine Operator shall also provide the City with an annual blasting schedule at the beginning of each construction season and periodic updates as the construction season progresses. The Mine Operator shall use its best efforts to notify the City Clerk and the Boone County 911 Center prior to any blasting.

1.4 As development of the Property proceeds in a manner making it reasonably feasible, all processing and stockpiling of aggregate material shall be conducted on the floor of the quarry so that the stockpiles are below the site line elevation of the screening berms. Any batch plant, shall be located and operated in the area designated in the Site Plan (Exhibit D) and in accordance with Section 2.5 below. Owner(s) shall relocate any batch plant to the quarry floor so as to minimize negative impact upon surrounding property when such relocation is feasible (Exhibit D, Sheet 7).

1.5 Prior to commencing the Approved Uses, the Mine Operator shall, at the Mine Operator's expense, provide, by certified mail to the owner of each residence located within a radius of ½ mile of the Property boundary the offer to perform an existing condition survey, at the Mine Operator's expense, with respect to the existing structural condition of the foundation of each residential structure, the level of radon present in the residence, and the condition of the groundwater well serving that residential structure. The existing conditions surveyed shall be recorded. The Mine Operator shall not conduct an existing condition survey of any residential structure without the express written permission of the property owner. A copy of each existing

condition survey shall be provided to the City's Zoning Enforcement Officer. The Mine Operator shall not be required to perform such survey if previously done for such property.

1.6 The Mine Operator will conduct a ground water sampling program that samples each monitoring well not less than annually for any effect of the Mining Activities on the suitability of the groundwater for potable water purposes. The Mine Operator will maintain during the operation of the Quarry not less than three (3) nor more than six (6) groundwater monitoring wells. The location of future monitoring wells shall be established with the advice and consent of the Boone County Health Department. To determine any changes in groundwater elevation and quality, the Mine Operator will have the groundwater monitoring wells sampled on a basis recommended by an independent consultant acceptable to the City and agreed to by the City. The independent consultant shall generate stamped, Professional Geologist (PG) or Professional Engineer (PE), reports which shall be sent to and reviewed by the Boone County Health Department. At the Operator's expense and at the discretion of the City, it shall allow samples to be "split" and analyzed at a lab of the City's choosing provided such analytical expense is comparable to the fees already being paid by the Mine Operator for similar analysis.

If groundwater elevation fluctuates beyond the range found to be "normal," based upon values established in the baseline study and subsequent reports; and/or analytical results indicate that detections are higher than the maximum contamination level (MCL) as allowed by IEPA for drinking water standards an investigation shall be conducted by a City approved independent consultant at Mine Operator's expense to determine the cause of the elevation fluctuation and/or maximum contamination level excursion.

1.7 The Mine Operator shall at no cost to the property owner, repair or replace any well or residential foundation located within one-half (1/2) mile of the Property boundary that has been surveyed pursuant to condition 1.5 above, determined to be sound and in good operating condition and is later damaged or becomes inoperable as a result of the use of explosives as a part of the Mining Activities in the Property. In addition, the Mine Operator shall, at no cost to the property owner, purchase, repair or replace any residential structure that has been surveyed, determined to be sound, and that is later damaged as a result of the use of explosives as a part of the Mining Activities in the Property.

The Mine Operator shall repair and/or replace any wells located within one-half mile of the Quarry that an Illinois Licensed Professional Geologist has determined to be damaged or inoperable due to loss of water or contamination as a result of quarry operations on the subject property. In addition, the Mine Operator shall keep in full force and effect a replenishing performance bond (with good and sufficient surety licensed to do business in Illinois and otherwise subject to the City's reasonable approval) for the repair and/or replacement of any damage upon the property which an Illinois licensed structural engineer has determined to have been caused by Mine Operator's operations and that the Mine Operator has refused to repair or reimburse the cost thereof.

1.8 The Mine Operator shall require all vehicles hauling aggregate or earth material and all other construction equipment and vehicles to and from the quarry to enter and exit the quarry using Irene Road. The Mine Operator shall require all hauling vehicles under its control to maintain appropriate covers over their aggregate loads to prevent any spillage of a load. The

Mine Operator shall use its best efforts to cause hauling vehicles not under its control to cover aggregate loads with tarps.

1.9 The Mine Operator shall comply with all City ordinances and state regulations governing stormwater management, erosion and sediment control, provided, however, that the Mine Operator may continue to use the stormwater management plan now in effect and as authorized by the Illinois Environmental Protection Agency for those portions of the property currently designated for mineral extraction.

1.10 BERMS AND FENCING:

The Mine Operator has previously constructed certain earthen berms and fencing along the Northern boundary and the Eastern boundary to a point adjacent to the southern limit of the residential subdivision to the East (the Townhall Estates Subdivision). The City finds the existing berms and fencing to be adequate and Owner(s) agree to maintain said berms and fencing in their current or better condition. At such time as mine operations move south of the east west creek, Owner(s) shall install additional berms, eight (8) feet in height and in conformance with those depicted in Exhibit D of this Agreement. Further, Owner(s) agree to install additional eight (8) foot high berms along the Southern and Western borders of the quarry as mine operations move south of the creek to the same specifications as those required by in Exhibit D. The berms constructed on the Property shall allow for the proper sight stopping distance in accordance with the standards of the Illinois Department of Transportation. Fencing, reasonably acceptable, to the City and at a minimum surrounding all actively mined areas, and in conformance with the City's Zoning Code, shall be installed and maintained.

1.11 The facility shall be operated in compliance with all applicable environmental, blasting and mining laws and other health and safety regulations, including those of the Illinois Environmental Protection Agency, the United States Mine Safety Health Administration, and the Illinois Department of Natural Resources Division of Mines and Minerals. The Mine Operator shall keep records demonstrating compliance and those records shall be made available to the City upon request.

1.12 The Reclamation Plan for the Property attached hereto in Exhibit D is intended to comply with the applicable regulations of the Illinois Environmental Protection Agency, the Illinois Department of Natural Resources Division of Mines and Minerals and the reasonable requirements of the City. Owner(s) shall implement the Reclamation Plan as set forth in the Plan and upon cessation of the Mining Activities. The Parties may agree, in writing, to deviations from the Reclamation Plan. Further, the Reclamation Plan and work pursuant to the Reclamation Plan shall be modified to comply with relevant Federal and State law in effect at the time of reclamation activities. The Reclamation Plan shall be implemented and maintained by the Mine Operator, the property owner of any part of the Property or their successors and assigns, in compliance with the Reclamation Plan, or as approved by the City upon the Owner(s)' request for revision. It is anticipated that the Property will remain privately owned.

1.13 In the event the Mine Operator is not required to or fails to obtain a reclamation bond for the Property pursuant to the Surface Mine Land Conservation and Reclamation Act, the Mine Operator shall provide a bond to the City to secure the performance of the Reclamation Plan for

the Property. The bond provided to the City shall be in the amount of \$3,000.00 per acre for each acre in the Property on which Mining Activities take place. The amount of the bond shall be adjusted annually to reflect the effect of inflation. The increase shall be based upon the Consumer Price Index (CPI-U). In the event that index is no longer reported, the parties shall agree on a mutually agreeable index. The Mine Operator shall file a copy of any bond guaranteeing performance of the Reclamation Plan with the City Clerk.

1.14 Except as otherwise permitted in Section 6 of this Agreement, all equipment and other improvements to the Property which are used for Mining Activities on the Property shall be removed within one year after the cessation of Extraction Operations on the Property, provided, however, that all stockpiled materials shall be removed or re-graded within two years after the cessation of the Extraction Operations. During this period, the Mine Operator shall be entitled to maintain on the Property and use any equipment necessary for the proper loading, delivery and weighing of material to wind up Mining Activities and implement the Reclamation Plan. During this period, the Mine Operator may not store or stockpile any materials that were not actually mined from the quarry.

1.15 Mining Activities shall not be conducted within the setbacks shown on Exhibit D. No Mining Activities, near the eastern boundary of the property adjacent to the existing residences along the eastern right-of-way of Town Hall Road, shall take place until more than twenty (20) years after the execution of the Settlement Agreement between Owners(s) and Boone County dated October 14, 2005. Mine Operator's processing, stockpiling, loading and maintenance operations shall be located as depicted on the Operations Plan (Exhibit D).

To the extent possible, and once such operations are commenced, Extraction Operations shall take place below the elevation of the adjacent, existing grades and shall continue in the sequence depicted in the Mine Plans attached hereto (Exhibit D).

1.16 The Mine Operator shall follow the approved Operations Plan and no mining or processing shall occur outside of the designated area on the Operations Plan unless consented to in writing by the City.

1.17 The maintenance area shall be located as set forth in Exhibit D.

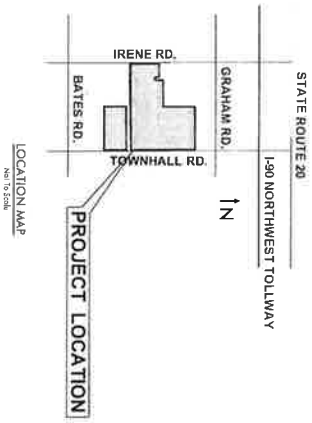
1.18 Owner(s) shall grant and deed to the City of Belvidere an exclusive twenty foot (20') perpetual easement through the property adjacent to either the creek running east/west through the Property or the existing Commonwealth Edison right of way or easement. The City may only use this easement for any utility public purpose, including, but not limited to, sanitary sewer mains. Owner(s) shall not use this easement area for mining, storage or processing and shall not construct any structure thereon.

1.19 Prior to the operation of the batch plant, concrete plant and/or a recycling plant, a traffic study shall be conducted and provided to the City.

EXHIBIT D
MINE PLANS

BELVIDERE QUARRY MINE PLANS

SECTIONS 9&16 TOWNSHIP 43 NORTH RANGE 3 EAST BELVIDERE, ILLINOIS BOONE COUNTY



SITE INFORMATION:
LAT. 42°13'05.67"N LONG. 89°53'19.24"W

PHYSICAL ADDRESS:
BEVERLY MATERIALS L.L.C., BELVIDERE QUARRY
4151 IRENE ROAD
BELVIDERE, IL 61008

APPLICANT INFORMATION:
BEVERLY MATERIALS L.L.C.
1100 BRANDT DRIVE
HOFFMAN ESTATES, IL 60132
ATTN: DAVE ZUMBRUNN, GENERAL MANAGER

OWNER / OPERATOR INFORMATION:
BEVERLY MATERIALS L.L.C.
1100 BRANDT DRIVE
HOFFMAN ESTATES, IL 60132
ATTN: DAVE ZUMBRUNN, GENERAL MANAGER

NO.	DESCRIPTION
1	COVER SHEET
2	ALTA / ACSM LAND TITLE SURVEY
3	EXISTING CONDITIONS
4	PROPOSED SETBACKS
5	OPERATIONS PLAN
6	OPERATIONS PLAN - DRAINAGE AND STORM RUNOFF
7	OPERATIONS PLAN TYPICAL SECTIONS
8	RECLAMATION AND LANDSCAPE PLAN
9	PLANT LOCATION AND ACCESS
10	FENCE PLAN

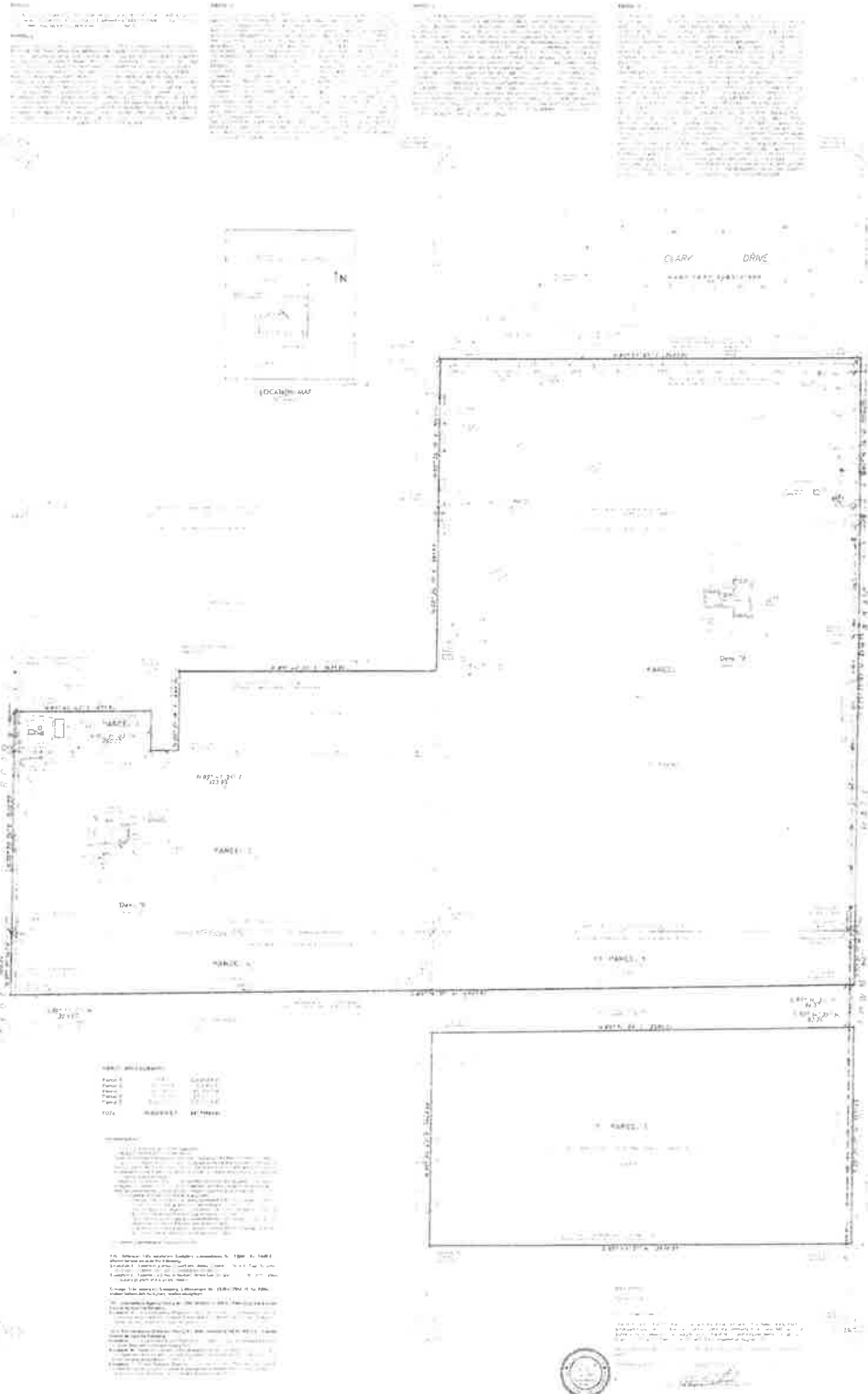
Project Manager: JAL/A
 Designer: SLS/DAE
 Field Staff: TCH/ER
 Scale: 1" = 100'

COVER SHEET
BELVIDERE QUARRY
MINE PLANS
 BELVIDERE, ILLINOIS

HAEGER ENGINEERING
 consulting engineers • land surveyors
 001 5th Avenue, Schaumburg, IL 60193 Tel: 815 352 2844 FAX: 815 352 6626
 www.haeger-engineering.com

Sheet: 1 of 10
 Date: 11/15/11
 Revision:

ALTA / ASCM LAND TITLE SURVEY



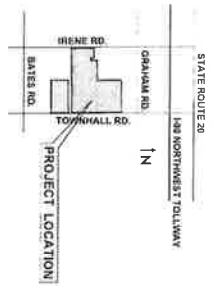
Legend

1/4" = 1' Scale	2" = 1' Scale
3" = 1' Scale	4" = 1' Scale
5" = 1' Scale	6" = 1' Scale
7" = 1' Scale	8" = 1' Scale
9" = 1' Scale	10" = 1' Scale
11" = 1' Scale	12" = 1' Scale
13" = 1' Scale	14" = 1' Scale
15" = 1' Scale	16" = 1' Scale
17" = 1' Scale	18" = 1' Scale
19" = 1' Scale	20" = 1' Scale
21" = 1' Scale	22" = 1' Scale
23" = 1' Scale	24" = 1' Scale
25" = 1' Scale	26" = 1' Scale
27" = 1' Scale	28" = 1' Scale
29" = 1' Scale	30" = 1' Scale
31" = 1' Scale	32" = 1' Scale
33" = 1' Scale	34" = 1' Scale
35" = 1' Scale	36" = 1' Scale
37" = 1' Scale	38" = 1' Scale
39" = 1' Scale	40" = 1' Scale
41" = 1' Scale	42" = 1' Scale
43" = 1' Scale	44" = 1' Scale
45" = 1' Scale	46" = 1' Scale
47" = 1' Scale	48" = 1' Scale
49" = 1' Scale	50" = 1' Scale
51" = 1' Scale	52" = 1' Scale
53" = 1' Scale	54" = 1' Scale
55" = 1' Scale	56" = 1' Scale
57" = 1' Scale	58" = 1' Scale
59" = 1' Scale	60" = 1' Scale
61" = 1' Scale	62" = 1' Scale
63" = 1' Scale	64" = 1' Scale
65" = 1' Scale	66" = 1' Scale
67" = 1' Scale	68" = 1' Scale
69" = 1' Scale	70" = 1' Scale
71" = 1' Scale	72" = 1' Scale
73" = 1' Scale	74" = 1' Scale
75" = 1' Scale	76" = 1' Scale
77" = 1' Scale	78" = 1' Scale
79" = 1' Scale	80" = 1' Scale
81" = 1' Scale	82" = 1' Scale
83" = 1' Scale	84" = 1' Scale
85" = 1' Scale	86" = 1' Scale
87" = 1' Scale	88" = 1' Scale
89" = 1' Scale	90" = 1' Scale
91" = 1' Scale	92" = 1' Scale
93" = 1' Scale	94" = 1' Scale
95" = 1' Scale	96" = 1' Scale
97" = 1' Scale	98" = 1' Scale
99" = 1' Scale	100" = 1' Scale

Notes

1. This survey was conducted in accordance with the requirements of the Illinois Surveying Act, Chapter 120, Illinois Compiled Statutes (625 ILCS 120).
2. The survey was conducted using a total station and GPS equipment.
3. The survey was conducted on the date of [Date].
4. The survey was conducted by [Surveyor Name].
5. The survey was conducted for the purpose of [Purpose].
6. The survey was conducted in accordance with the requirements of the Illinois Surveying Act, Chapter 120, Illinois Compiled Statutes (625 ILCS 120).
7. The survey was conducted using a total station and GPS equipment.
8. The survey was conducted on the date of [Date].
9. The survey was conducted by [Surveyor Name].
10. The survey was conducted for the purpose of [Purpose].





LOCATION MAP

PARCEL TABLE	
07-10-300-015	30.8 ac
07-06-100-018	20.2 ac
07-06-100-017	15.2 ac
07-06-100-016	12.4 ac
07-06-300-013	10.0 ac
07-10-100-004	133.4 ac
07-10-300-001	133.4 ac
TOTAL AREA =	387.7 ac

PARCEL TABLE

SUBDIVISION: 07-06-300-015, 07-06-100-018, 07-06-100-017, 07-06-100-016, 07-06-300-013, 07-10-100-004, 07-10-300-001

OWNER: BELVIDERE QUARRY, LLC, BELVIDERE QUARRY, 421 IRENE ROAD, SE, IRENE, OR 97038

RECORDS & INFORMATION: BELVIDERE QUARRY, 1100 BELVIDERE DRIVE, IRENE, OR 97038

OWNER CONTACT INFORMATION: BELVIDERE QUARRY, LLC, ATTN: DAVE ZIMMERMAN, GENERAL MANAGER, 421 IRENE ROAD, SE, IRENE, OR 97038

OWNER CONTACT INFORMATION: BELVIDERE QUARRY, LLC, ATTN: DAVE ZIMMERMAN, GENERAL MANAGER, 421 IRENE ROAD, SE, IRENE, OR 97038

LEGEND

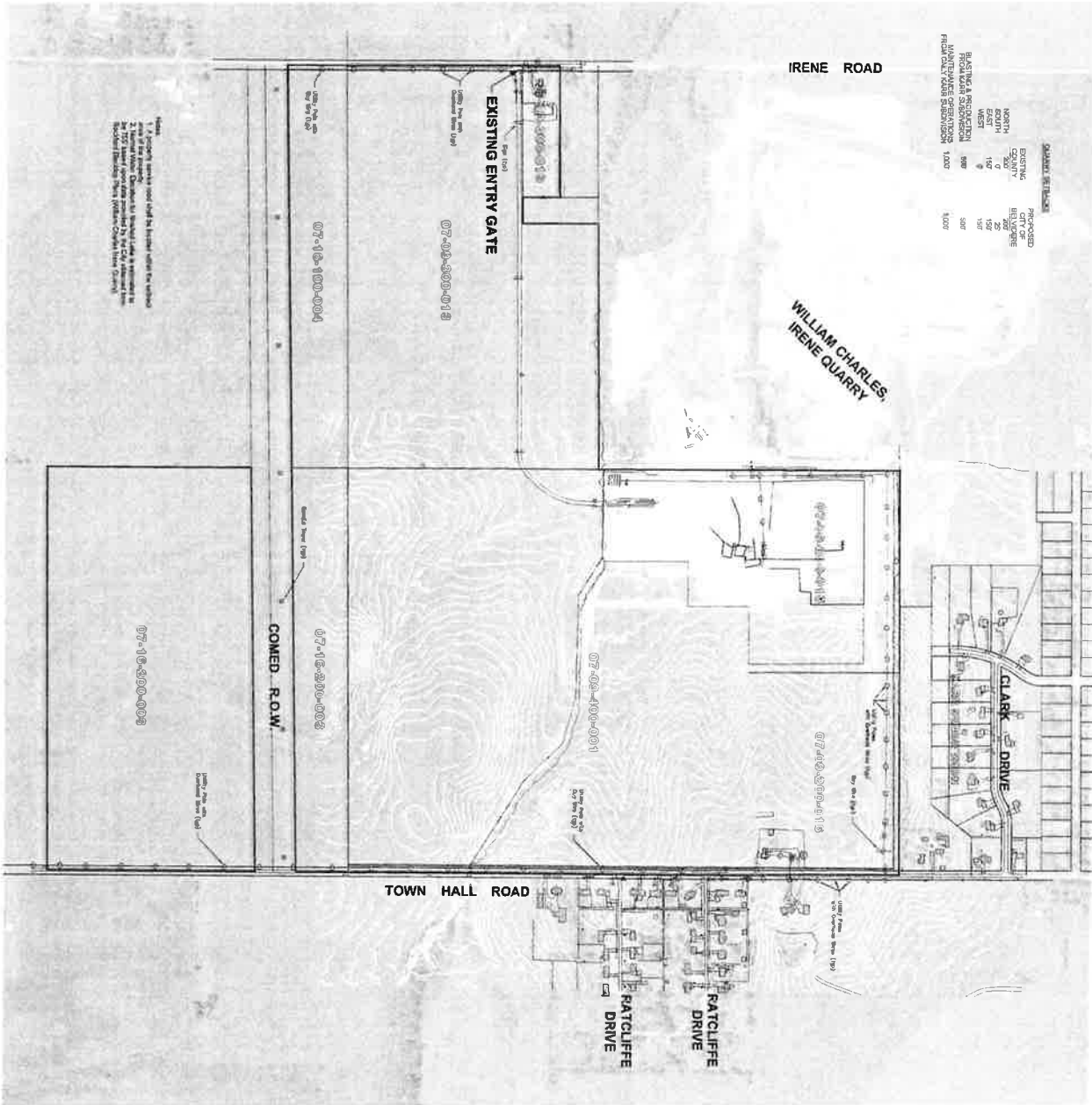
- CONCRETE CURB WALL
- CUTLINE POLE
- SOIL
- POULP HOLE
- EXISTING ASPHALT DRIVE
- EXISTING CONCRETE DRIVE
- WALL HEAD
- FLUSH HOLE
- BECKHOUS TREE
- CHERRY SHED TREE
- BUILDING
- HIGH VOLTAGE MOUNTAIN
- UNPAVED ADJACENT LOT
- ROAD SHOULDER
- SIDE WALK
- LAKE OR STREAM
- CLAYBANK
- COMMON
- RECREATION

AERIAL MAPPING SERVICES, INC.
 400 EAST MAIN STREET / PHOENIX, AZ 85001
 PHONE: 602.312.8888 FAX: 602.312.8888
 EMAIL: info@amsi.com WEBSITE: www.amsi.com

DATE: 07-10-2018

PROJECT: BELVIDERE QUARRY MINE PLANS

PROJECT NO: 18-003



CHRYAM RETICULAR

BEARING & DISTANCE FROM CORNER OBSERVATION POINT	BEARING	DISTANCE
FROM CORNER OBSERVATION POINT	307° 12' 38"	150'
TO CORNER OBSERVATION POINT	157° 47' 22"	150'
TO CORNER OBSERVATION POINT	098° 30' 58"	300'
TO CORNER OBSERVATION POINT	098° 30' 58"	300'
TO CORNER OBSERVATION POINT	098° 30' 58"	300'

Notes

1. Existing grade and right of way lines are shown.
2. Parcel lines shown are based on 2018 Aerial Imagery.
3. Easement lines shown are based on the plan.
4. Boundary lines shown are based on the plan.
5. Right of Way lines shown are based on the plan.
6. Utility lines shown are based on the plan.
7. Easement lines shown are based on the plan.

**EXISTING CONDITIONS
SUBJECT PROPERTY**

**BELVIDERE QUARRY
MINE PLANS**

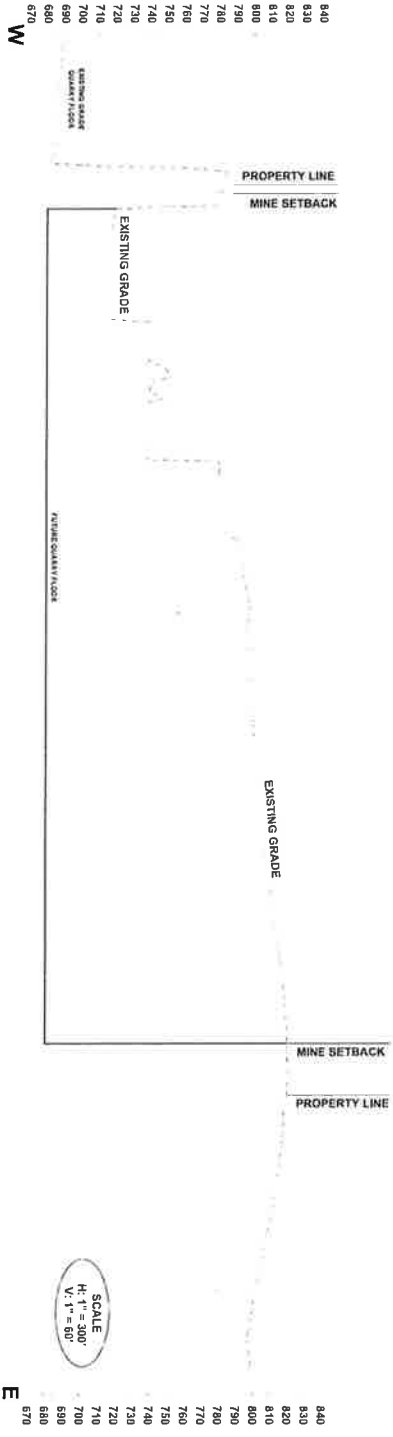
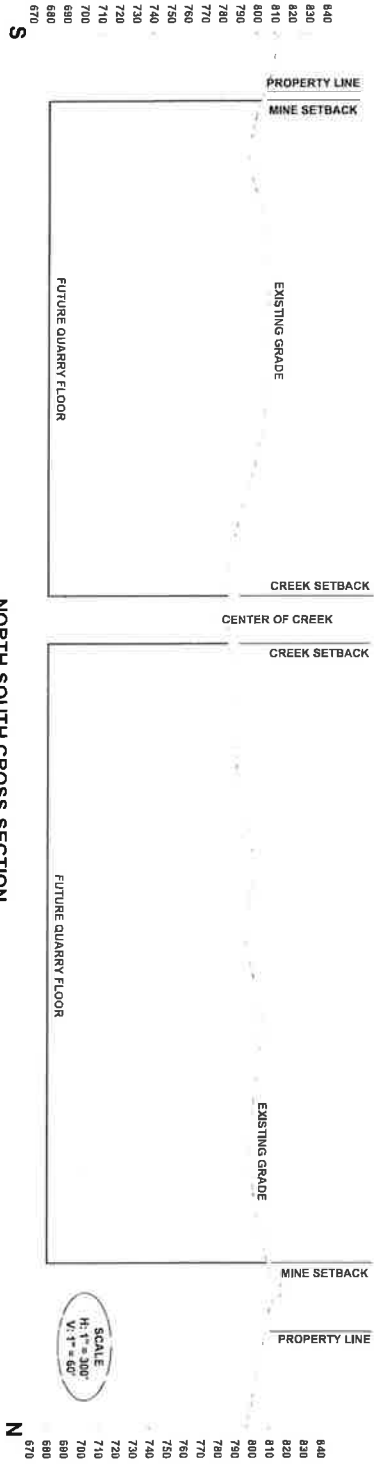
18-003

HAEGER ENGINEERING
 consulting engineers • land surveyors

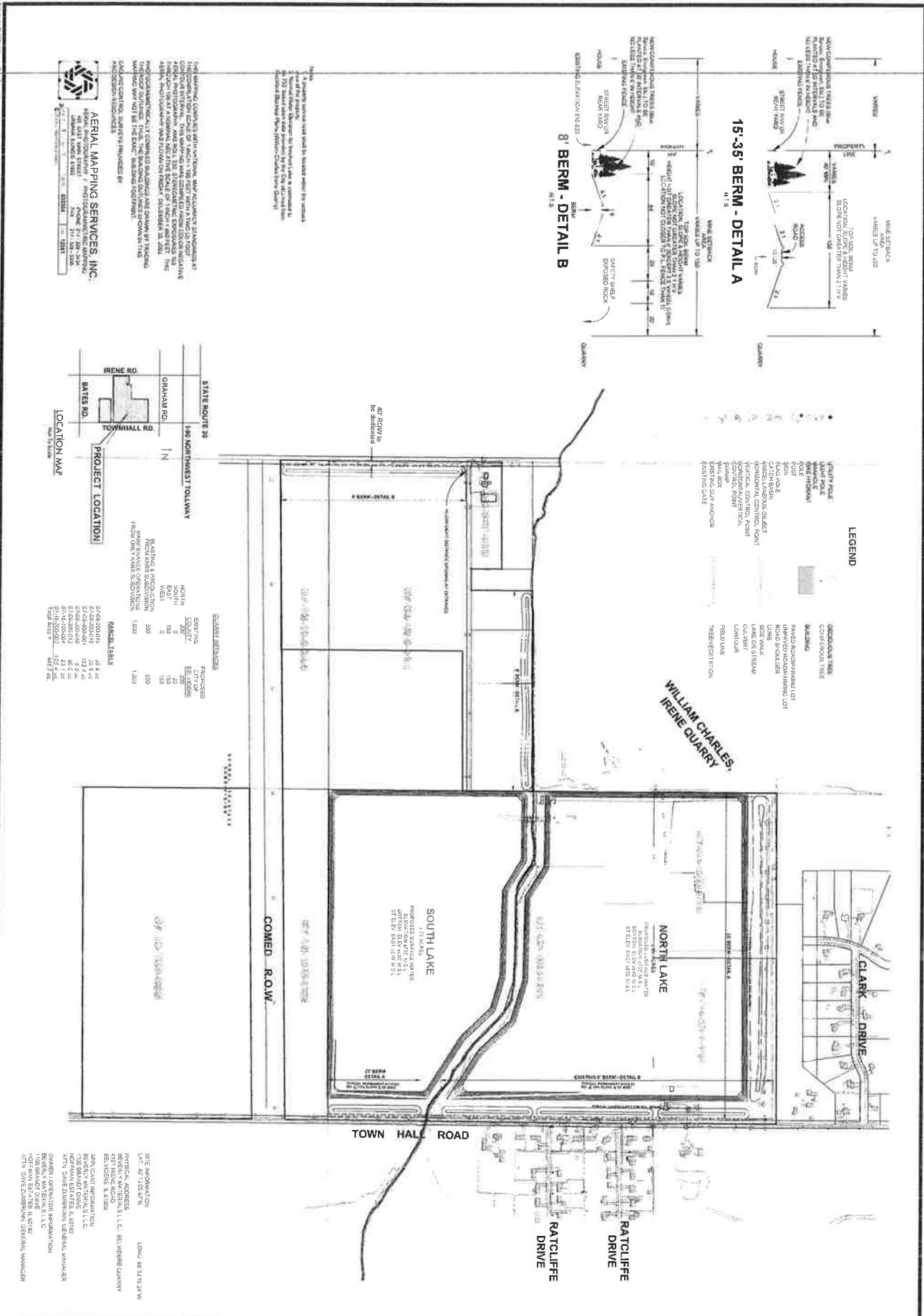
1001 Sawtooth, Schomburg, IL 60153 • Tel: 631.394.8600 • Fax: 631.394.6600

Illinois Professional Engineer License No. 124-600152





- Notes:
1. A property service road shall be located within the setback area of the property.
 2. Normal Water Elevation for finished Lake is estimated to be 755' based upon data provided by the City obtained from Rockford Blacktop Plans (William Charles Irene Quarry).



15'-36\"/>

8' BERM - DETAIL B

LEGEND

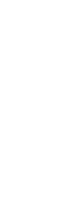
PROJECT LOCATION

QUALITY CONTROL TABLE

REVISIONS

GENERAL NOTES

CONTACT INFORMATION



Scale: 1" = 20'

Project No: 15-01-001

Revision: 1

Date: 11/11/10

Sheet: 9

EXHIBIT E

EXACTION FEE SCHEDULE

The fees identified in this Exhibit, as well as other fees identified in this Agreement, represent the fees in effect at the time of execution of this Agreement. The Parties agree that the Owner(s), its assigns and/or successors shall pay the identified fees at the time of final plat approval or approval of any Planned Development for any development on any particular portion of the Property, other than Mining Activities and Batch Plant activities, which shall not be subject to the fees set forth below, at the then current rates. Notwithstanding the foregoing, the City agrees that the fees identified as numbers 6,7 and 8 below shall be paid at the time of building permitting at the then current rates. Owner(s) further agrees that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner(s), its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner(s) agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

- 1) Tornado Siren Planning and Capital Improvements: \$50.00 per acre
- 2) Bike Path Planning and Capital Improvements: \$50.00 per acre
- 3) Well Site/Reservoir Planning and Improvements: \$50.00 per acre
- 4) Sewer System Planning and Expansion: \$50.00 per acre
- 5) Three Percent Inspection Fee: Three Percent of value of public improvements payable prior to release of final plat
- 6) Police Fire and Public Works: See Attached Schedule:
- 7) Land/Cash Fees, including School, Park District and Conservation District.
Pursuant to the attached schedules.
- 8) IDA Public Library: \$80.00 per lot (per unit in multi-family).
- 9) Storm Water Basin Fee: \$50.00/acre
- 10) Other Basin Fees:
- 11) Owner(s) also agrees to pay such other fees, of general applicability, as set by City ordinance or policy, including but not limited to, building permit fees, connection fees,

recapture fees, Fire Inspection Fees etc. Permit fees and fire inspection fees shall be paid at the time of applying for a permit or inspection. Fees in the nature of a connection fee or recapture fee shall be paid at the time of connection to a City utility.

**CITY OF BELVIDERE
CONSERVATION DISTRICT IMPACT FEES**

12 Acres per 1,000 population
0.012 Acres Per Person

Land Value Per Acre \$20,700.00

Housing Type:	People Per Unit	Acres Per Person	Acres Per unit	Value of Land	Fee
Apartments					
1 Bedroom	1.758	0.012	0.021096	\$20,700.00	\$436.69
2 Bedroom	1.914	0.012	0.022968	\$20,700.00	\$475.44
3 Bedroom	3.053	0.012	0.036636	\$20,700.00	\$758.37
Single Family Attached					
1 Bedroom	1.193	0.012	0.014316	\$20,700.00	\$296.34
2 Bedroom	1.99	0.012	0.02388	\$20,700.00	\$494.32
3 Bedroom	2.392	0.012	0.028704	\$20,700.00	\$594.17
4 Bedroom	3.145	0.012	0.03774	\$20,700.00	\$781.22
Single Family Detached					
2 Bedroom	2.017	0.012	0.024204	\$20,700.00	\$501.02
3 Bedroom	2.899	0.012	0.034788	\$20,700.00	\$720.11
4 Bedroom	3.764	0.012	0.045168	\$20,700.00	\$934.98
5 Bedroom	3.77	0.012	0.04524	\$20,700.00	\$936.47

CURRENT

**POLICE FIRE PUBLIC WORKS
ANNEXATION IMPACT FEES**

The following impact fees shall be assessed on a per dwelling unit (DU) basis in all Annexations resulting in the subdivision of land. Fees are based upon the cost of operating each department divided by total population and multiplied by the anticipated impact of the development.

Fees shall be paid by the Owner, or his successor prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that these fees may be paid at the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

POPULATION 23532
Persons per dwelling 2.932

RESIDENTIAL DEVELOPMENT

I. POLICE

General Operations \$4,856,651.00
Capital Funds \$373,214.00
Building Fund \$750,000.00
PSB Expenses \$538,772.00
sub total \$6,518,637.00

Total Expenditures / Population = Cost Per Person
\$6,518,637.00 / 23532 = \$277.01

CPP x PPD **POLICE IMPACT FEE**
\$812.20 per du

II FIRE

General Operations \$3,172,653.00
Capital Funds \$575,000.00
Building Fund \$2,000,000.00
sub total \$5,747,653.00

Total Expenditures / Population = Cost Per Person
5,747,653.00 / 23,532.00 = 244.25

CPP X PPD **FIRE IMPACT FEE**
\$716.14 per du

III PUBLIC WORKS

General Operations \$166,627.00
Streets \$1,280,275.00
Street Lighting \$226,198.00
MFT Expenditures \$809,832.00
Capital Funds \$214,000.00
sub total \$2,696,932.00

Total Expenditures / Population = Cost Per Person
\$2,696,932.00 / 23,532.00 = \$114.61

CPP x PPD **PUBLIC WORKS IMPACT FEE**
\$336.03 per due

TOTAL RESIDENTIAL IMPACT FEE **\$1,864.36** per du plus 10% admin Fee if paid at Building permit

COMMERCIAL DEVELOPMENT

Commercial Development Impact Fees are assessed on a per unit basis (i.e., a commercial development with 5 individual stores will pay 5 impact fees. A commercial development in the form of a 4 unit strip mall all under one roof would pay 4 impact fees. For purposes of assessing Commercial Impact Fees, it is assumed that each unit will have the same impact as a single residential unit.

Fees shall be paid by the Owner, or his successor, prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that the the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

I. POLICE \$812.20

II. FIRE \$716.14

III. PUBLIC WORKS \$336.03

TOTAL COMMERCIAL FI **\$1,864.36** per unit plus 10% admin Fee if paid at Building permit

**CITY OF BELVIDERE
PARK IMPACT FEE FORMULA**

6.25 Acres per 1,000 population
0.00625 Acres Per Person

Land Value Per Acre \$120,000.00

Housing Type:	People Per Unit	Acres Per Person	Acres Per unit	Value of Land	Fee
Apartments					
1 Bedroom	1.758	0.00625	0.010988	\$120,000.00	\$1,318.50
2 Bedroom	1.914	0.00625	0.011963	\$120,000.00	\$1,435.50
3 Bedroom	3.053	0.00625	0.019081	\$120,000.00	\$2,289.75
Single Family Attached					
1 Bedroom	1.193	0.00625	0.007456	\$120,000.00	\$894.75
2 Bedroom	1.990	0.00625	0.012438	\$120,000.00	\$1,492.50
3 Bedroom	2.392	0.00625	0.014950	\$120,000.00	\$1,794.00
4 Bedroom	3.145	0.00625	0.019656	\$120,000.00	\$2,358.75
Single Family Detached					
2 Bedroom	2.017	0.00625	0.012606	\$120,000.00	\$1,512.75
3 Bedroom	2.899	0.00625	0.018119	\$120,000.00	\$2,174.25
4 Bedroom	3.764	0.00625	0.023525	\$120,000.00	\$2,823.00
5 Bedroom	3.770	0.00625	0.023563	\$120,000.00	\$2,827.50

BELVIDERE SCHOOL DONATION FORMULA

	Acres/School	Max. Students	Acres/Student
Elementary School	16	600	0.026667
Junior High 7th & 8th	30	900	0.033
High School	70	1500	0.047

	Acres/School	\$/Acre	\$ per student
Elementary	0.026667	\$120,000.00	\$3,200.00
Junior High	0.033	\$120,000.00	\$4,000.00
High School	0.047	\$120,000.00	\$5,600.00

STUDENT RATIO/UNIT

	1 Bed. \$/Student	Apartment Student/Ac	Fee
Elementary	\$3,200.00	0.002	\$6.40
Junior High	\$4,000.00	0.001	\$4.00
High School	\$5,600.00	0.001	\$5.60
TOTAL			\$16.00

	2 Bed Apartment		
Elementary	\$3,200.00	0.086	\$275.20
Junior High	\$4,000.00	0.042	\$168.00
High School	\$5,600.00	0.046	\$257.60
TOTAL			\$700.80

	3 Bed Apartment		
Elementary	\$3,200.00	0.234	\$748.80
Junior High	\$4,000.00	0.123	\$492.00
High School	\$5,600.00	0.118	\$660.80
TOTAL			\$1,901.60

	1 Bed S.F. Attached		
Elementary	\$3,200.00	0.014	\$44.80
Junior High	\$4,000.00	0.018	\$72.00
High School	\$5,600.00	0.024	\$134.40
TOTAL			\$251.20

	2 Bed S.F. Attached		
Elementary	\$3,200.00	0.088	\$281.60
Junior High	\$4,000.00	0.048	\$192.00
High School	\$5,600.00	0.038	\$212.80
TOTAL			\$686.40

	3 Bed S.F. Attached		
Elementary	\$3,200.00	0.234	\$748.80
Junior High	\$4,000.00	0.058	\$232.00
High School	\$5,600.00	0.059	\$330.40
TOTAL			\$1,311.20

	4 Bed. S.F. Attached		
Elementary	\$3,200.00	0.322	\$1,030.40
Junior High	\$4,000.00	0.154	\$616.00
High School	\$5,600.00	0.173	\$968.80
Total			\$2,615.20

	2 Bed S.F. Detached		
Elementary	\$3,200.00	0.136	\$435.20
Junior High	\$4,000.00	0.048	\$192.00
High School	\$5,600.00	0.020	\$112.00
			\$739.20

	3 Bed S.F. Detached		
Elementary	\$3,200.00	0.369	\$1,180.80
Junior High	\$4,000.00	0.173	\$692.00
High School	\$5,600.00	0.184	\$1,030.40
TOTAL			\$2,903.20

	4 Bed. S.F. Detached		
Elementary	\$1,673.33	0.530	\$886.86
Junior High	\$4,000.00	0.298	\$1,192.00
High School	\$5,600.00	0.360	\$2,016.00
TOTAL			\$4,094.86

	5 Bed, S.F. Detached		
Elementary	\$3,200.00	0.345	\$1,104.00
Junior High	\$4,000.00	0.248	\$992.00
High School	\$5,600.00	0.300	\$1,680.00
TOTAL			\$3,776.00

EXHIBIT F
ANNEXATION PLAT

PLAT OF ANNEXATION TO THE CITY OF BELVIDERE

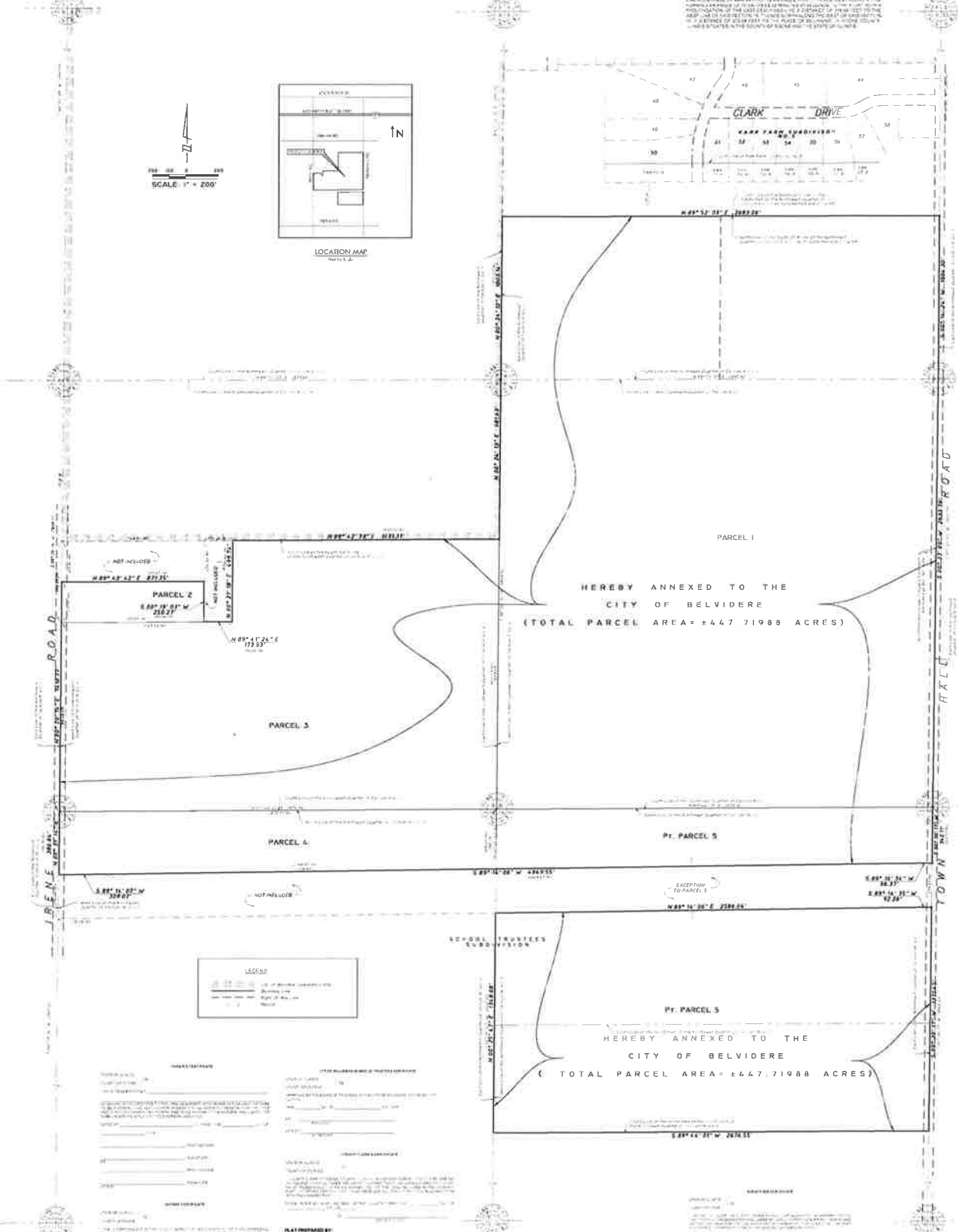
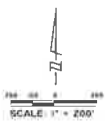
PARCEL 1
The whole part of the northeast quarter and the south half of the south half of the southeast quarter of section 10, township 38 north, range 10 east, county of Boone, Iowa, containing 447.71988 acres, more or less, as shown on the plat hereof, is hereby annexed to the City of Belvidere, Iowa, subject to the provisions of the plat hereof.

PARCEL 2
The whole part of the southwest quarter of section 10, township 38 north, range 10 east, county of Boone, Iowa, containing 160.00000 acres, more or less, as shown on the plat hereof, is hereby annexed to the City of Belvidere, Iowa, subject to the provisions of the plat hereof.

PARCEL 3
The whole part of the southeast quarter of section 10, township 38 north, range 10 east, county of Boone, Iowa, containing 160.00000 acres, more or less, as shown on the plat hereof, is hereby annexed to the City of Belvidere, Iowa, subject to the provisions of the plat hereof.

PARCEL 4
The whole part of the northwest quarter of section 10, township 38 north, range 10 east, county of Boone, Iowa, containing 160.00000 acres, more or less, as shown on the plat hereof, is hereby annexed to the City of Belvidere, Iowa, subject to the provisions of the plat hereof.

PARCEL 5
The whole part of the northeast quarter of section 10, township 38 north, range 10 east, county of Boone, Iowa, containing 160.00000 acres, more or less, as shown on the plat hereof, is hereby annexed to the City of Belvidere, Iowa, subject to the provisions of the plat hereof.



LEGEND

---	Boundary of Section
---	Boundary of Township
---	Boundary of Range
---	Boundary of County
---	Boundary of State

HEREBY ANNEXED TO THE CITY OF BELVIDERE (TOTAL PARCEL AREA = 447.71988 ACRES)

HEREBY ANNEXED TO THE CITY OF BELVIDERE (TOTAL PARCEL AREA = 447.71988 ACRES)

PLAT PREPARED BY:
HAEGER ENGINEERING, LLC
130 EAST STATE STREET
EAST AURORA, ILL. 61832

PLAT PREPARED FOR:
BELVIDERE UTILITIES, LLC
110 MARKET STREET
BELVIDERE, ILL. 61008

