

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
SPECIAL MEETING
AGENDA

December 29, 2023

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 10:00 a.m.

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

(3) Public Comment: (Please register with the City Clerk):

(4) Public Hearing:

(A) Pre-Annexation Agreement relating to a Quarry generally located East of Irene Road and South of Graham Road.

(5) Unfinished Business:

(A) Ord. #654H – 2nd Reading: An Ordinance Authorizing the Execution of a Pre-Annexation Agreement Between the City of Belvidere and Rock Road Companies, Inc. Relating to a Quarry East of Irene Road and South of Graham Road in Boone County Illinois.

(6) Adjournment:

NOTICE OF PUBLIC
HEARING
ON ANNEXATION
AGREEMENT
BELVIDERE CITY
COUNCIL
BELVIDERE, ILLINOIS

On, December 29, 2023 at 10:00 A.M., a public hearing will be held by the Mayor and City Council of the City of Belvidere, in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing an Annexation Agreement relating to real property, generally located south of Graham Road and east of Irene Road in Boone County Illinois and legally described as follows:

ANNEXATION LEGAL

Part of the West ½ of Section 9, Township 43 North, Range 3 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the East line of the Northwest ¼ of said Section 9 which bears South 00 degrees 03 minutes 50 seconds East, 610.76 feet from the northeast corner of said Northwest ¼, said point being the southeast corner of premises conveyed by Rockford Blacktop Construction Company to Joseph and Tracy A. Taylor by Warranty Deed dated July 15, 2002 and recorded as Document No. 02R07932 in the Records Office of Boone County, Illinois; thence South 00 degrees 03 minutes 50 seconds East, along the east line of the West ½ of said Section 9, a distance of 2989.17 feet to the south line of the north 58 acres of the Southwest ¼ of said Section 9; thence South 89 degrees 24 minutes 12 second West, along said

line and said line extended west, 2701.86 feet to the West right-of-way line for Irene Road, said line being 25 feet west of the west line of the West ½ of said Section 9; thence North 00 degrees 06 minutes 40 seconds West, along said line, 943.94 feet; thence North 00 degrees 06 minutes 22 seconds West, along said line, 2682.18 feet to the westerly extension of the north right-of-way line for Graham Road, said line being 33 feet north of the north line of the Northwest ¼ of said Section 9; thence North 89 degrees 15 minutes 35 seconds East, along said westerly extension and along said right-of-way line, a distance of 2327.69 feet to the northerly extension of the west line of premises conveyed to Joseph and Tracy A. Taylor, as aforesaid; thence South 00 degrees 03 minutes 50 seconds East, along said northerly extension and along said line, a distance of 643.76 feet to the south line of said premises; thence North 89 degrees 15 minutes 35 seconds East, along said line, 377.00 feet to the point of beginning. Situated in the County of Boone, State of Illinois and containing 219.66 acres.

The proposed Annexation Agreement is available for review in the City Clerk's office 401 Whitney Blvd., Belvidere, Illinois.

By order of the Corporate Authorities of the City of Belvidere, Boone County, Illinois.

Dated: December 7, 2023
Sarah Turnipseed, City Clerk

(Published in the
Belvidere Republican
Dec. 14, 2023

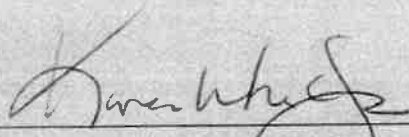
Official Certificate of Publication State of Illinois

County of Boone

City/Village of Belvidere

Rock Valley Publishing, LLC, certifies that it is the publisher of the Belvidere Republican; that such paper is a secular newspaper of general circulation in said county, has been continuously published for more than fifty (50) weeks prior to the first publication of the attached notice; that it is printed and published in the village/city, county and state aforesaid and is a newspaper as defined by 715 ILCS 5/5. It hereby further certifies that a notice, of which the attached notice is a true copy, has been legally published in said newspaper 1 time(s) for 1 consecutive weeks(s); that the first publication was on the 14th day of December, 2023; the last publication was on the 14th day of December, 2023. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1

Signed



By Karen Whittington, for Rock Valley Publishing, LLC

ORDINANCE #654H

AN ORDINANCE AUTHORIZING THE EXECUTION OF A
PRE-ANNEXATION AGREEMENT BETWEEN THE
CITY OF BELVIDERE AND ROCK ROAD COMPANIES, INC.
RELATING TO A QUARRY EAST OF IRENE ROAD
AND SOUTH OF GRAHAM ROAD
IN BOONE COUNTY ILLINOIS

WHEREAS, The City of Belvidere is authorized to enter into annexation agreements for properties that are both contiguous and non-contiguous to the City of Belvidere; and

WHEREAS, The City of Belvidere is a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution and, pursuant to the provisions of said Section 6 of Article VII, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, Rock Road Companies Inc. (the Current Owner(s)) are the legal owner(s) of record with respect to certain territory that is legally described in the Annexation Agreement (the Territory) which is attached to this Ordinance (the Annexation Agreement) and which is not currently contiguous to the City of Belvidere; and

WHEREAS, the Current Owner(s) are ready, willing and able to enter into the Annexation Agreement and to perform its obligations as required under the Annexation Agreement and this Ordinance; and

WHEREAS, the statutory procedures provided in Sections 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with; and

WHEREAS, it is in the best interest of the City of Belvidere, Boone County, Illinois, that the City enter into an Annexation Agreement pertaining to the annexation of the Territory.

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

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

Section 2: The Mayor is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement between the City of Belvidere and the Current Owners, a copy of which is attached hereto as Exhibit A and incorporated herein. The Clerk is directed to file and record this Ordinance and the Annexation Agreement, as required by statute.

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

Section 4: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this Ordinance, are hereby repealed.

Section 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois this day of December 18, 2023

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes: .

Nays:

Absent:

Date Passed:

Date Approved:

Date Published:

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ANNEXATION AGREEMENT

This Agreement is executed _____, 2023, by the City of Belvidere, Illinois, a municipal corporation of the State of Illinois (referred to as "the City"), and Rock Road Companies, Inc. a Wisconsin corporation authorized to do business in the State of Illinois (referred to as "Rock Road" or the "Owner").

WHEREAS, the Owner 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, and the Property is shown on the Site Plan that is attached to this agreement as Exhibit B, both of which are incorporated herein by this reference; and

WHEREAS, in each instance in which the term the "Owner" 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 the Owner and its successors in title to the Property; and

WHEREAS, Owner and the City (hereinafter collectively referred to as the "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 set forth in this Agreement; and

WHEREAS, the City and Belvidere Stone LLC, Owner's predecessor in interest of the Property, previously entered into an annexation agreement executed November 21, 2005 (the 2005 Annexation Agreement); and

WHEREAS, Owner is an owner under the 2005 Annexation Agreement pursuant to State law and the 2005 Annexation Agreement; and

WHEREAS, the 2005 Annexation Agreement has a term of 20 years and is due to expire in 2025; and

WHEREAS, the City, and Owner wish to enter into a new annexation agreement that reflects the current condition of the Property; the future development and annexation of the property, and the development of the surrounding vicinity; 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 set forth in this Agreement 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 two sections, one of which is presently used as a quarry, asphalt batch plant site, and concrete batch plant site, (the Quarry Section) and one of which is used as combination of quarry operations and unimproved farmland (the North Parcel). The Quarry Section and the North Section are shown on Exhibit B. Both Sections are currently zoned RH with a Planned Community Development by the City pursuant to 2005 Ordinance 769G and the 2005 Annexation Agreement. Owner desires to develop the Property to facilitate a limited expansion of the existing quarry and the development of other industrial, commercial, and open space uses; 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. The City has developed a Comprehensive Development Plan with the County of Boone and has determined this annexation is consistent with and furthers the development objectives of the Comprehensive Plan; and

WHEREAS, the Property is not currently contiguous to the City. Owner desires to annex the Property to the City at such time as the Property becomes contiguous to the City, and the City and Owner 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, and have observed all statutory requirements for the execution of this Annexation Agreement; and

WHEREAS, the corporate authorities of the City have considered the annexation of the Property at public hearings and have determined that it will be in the best interests 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 is 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 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.

THEREFORE, in consideration of the mutual promises and undertakings set forth in this Agreement, the City and Owner agree as follows:

1. **City Authority.** The City shall utilize whatever powers it may from time to time have to perform its obligations under this Agreement
2. **Incorporation:** The foregoing recitals and the Exhibits attached hereto are incorporated in this Agreement by this reference as if fully set forth in this Agreement.
3. **Annexation.** a) Upon the execution of this Agreement, Owner shall file, with the City Clerk, a Petition to Annex the Property, reasonably acceptable to the City. The City may rely upon the Petition to Annex to annex the Property, at such time as the Property becomes contiguous to the City during the term of this Agreement, to cause the Property to be annexed.

b) Further, at such time as the Property is contiguous to the City, the Owner(s) of the Property, or any subsequent owner of the Property, shall take all actions necessary to annex the Property to the City of Belvidere, including, but not limited to, execution of all documents (including executing an additional Petition to Annex if necessary) to facilitate. At that time, 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.

Until such time as the Property becomes contiguous and the Petition for Annexation, in accordance with the terms of this Pre-Annexation Agreement is filed, the Owner(s) agree to provide by virtue of Covenants, Conditions and Restrictions (CC&Rs) and/or Plat Designations and deed restriction, notice to all new Property Owners and their successors in interest of the pending and intended Petition to annex, and shall notify all future owners of this Annexation Agreement. Further, each such deed or other instrument conveying any portion of the Property to a third party shall contain a deed restriction requiring future owners of that parcel to execute a Petition to Annex to the City of Belvidere at such time as the Property becomes contiguous to the City and to consent to such annexation.

c) Owner agrees to annex to the City any other property located in the area designated on Exhibit A and Exhibit B as the "Annexation Area" which it now owns or which it or any company controlled by or under common control with it may subsequently acquire during the term of this Agreement.

d) 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 3d., 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 not exercise its right to terminate this Agreement pursuant to this paragraph 3 c) earlier than twelve (12) years from the date of the execution of this Agreement

4. **Zoning.** Pursuant to The 2005 Annexation Agreement, authorized by ordinance 771G, and section 11-15.1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-2.1), the Property was zoned Rural Holding (RH) upon execution of the 2005 Annexation Agreement. The Parties agree that the RH zoning shall remain the base zoning under this Agreement and after annexation. Upon the execution of this Agreement, the existing Planned Development (PD) approved by ordinance 769G shall continue in effect. After execution of this Agreement, the City agrees to adopt a new PD allowing for mineral extraction, asphalt batch plant operations and concrete batch plant operations pursuant to the conditions set forth in Exhibit D. The new PD ordinance shall supersede Ordinance 769G unless otherwise provided. The zoning designation assigned to the Property shall permit the extraction of limestone materials and sand and gravel from the Property and the operation of a concrete and/or asphalt batch plant.

Upon annexation, Owner(s) agree(s) that the Property will continue to be zoned as RH District classification pursuant to the Belvidere Municipal Code. The Property may be re-zoned in accordance with this Agreement. Owner shall apply for a Planned Development to allow development, mineral extraction in the quarry areas, and asphalt and concrete batch production. All further and future development of the Property shall be pursuant to a Planned Development Ordinance. Further, Owner(s) agree(s) 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, motion picture theaters, theaters, etc.

5. **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, provided, however, that the Owner may keep the current sign at the quarry entrance for the duration of the period of mining and batch plant production activity on the Property.
6. **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 and all adopted ordinances, 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 and the approved Planned Development Ordinance. The Owner(s) shall be allowed to seek final plat approval

of the non-quarry areas of the Property in phases, provided each final plat complies with the approved Preliminary Plat. Approval of this Annexation Agreement shall not be construed or interpreted as an approval of either the Preliminary Plat or the Final Plat of Subdivision nor of any Planned Development. The Owner shall not be required to submit a preliminary or final subdivision plat for its mining and quarry or asphalt or concrete batch plant activities, but shall apply for a Planned Development in order to obtain the necessary deviation for mineral extraction, and asphalt and concrete batch plant operations.

The Owner(s) further agree(s) that no lot lines in the Plat of Subdivision will be within any one-hundred-year flood plain boundary, as determined by the most recent F.E.M.A. Flood Boundary and Floodway Map, as amended, and as authorized by the City of Belvidere. No structure or building shall be constructed within such one-hundred-year flood plain without specific written consent of the City. Owner(s) agree(s) that the Property will be developed as a Planned Development, as set forth in the City of Belvidere Municipal Code. Further, all development and use of the property shall be consistent with the City's Comprehensive Plan as adopted and as it may be amended in the future (so long as any amendment continues to allow mineral extraction and concrete and batch plant operations) Owner(s) agree(s) that, unless stated within this Agreement, this Agreement shall not be considered as approval of any Preliminary or Final Plat, Planned Development, or Site Plan for the areas designated on the Site Plan in Exhibit B as areas for Future Development. Further, Owner(s) agree(s) 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 safety.

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, within eighteen (18) months of approval of a Final Plat of subdivision or PD. At such time as Owner(s) believe(s) 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.

7. **Drainage.** See Exhibit D, Section 1.9.
8. **Fees.** As a condition of this Agreement, Owner(s) agree(s) 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 set forth in Exhibit E: Impact Fees, and the Host Fee. Owner(s) agree(s) 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 agree(s) that the cash payment and/or donation represents a voluntary payment, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner(s), its (their) successors and assigns waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agree(s) not to challenge these fees at a later date unless otherwise permitted by this Agreement. Owner(s) agree(s) 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 is not less than the amount appropriate to set off the anticipated impact of the development. The donations set forth in Exhibit E shall only be required at such time as any portion of the Property is subdivided and/or developed (with respect to the subdivided/developed parcels).

Owner(s), and on behalf of its (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 described in this Agreement.

9. **Legal, Engineering, and Planning Costs.** Owner agrees to reimburse the City for reasonable attorneys' fees, planning consultants, engineering consultant's fees and any other professional costs incurred by the City in connection with the annexation, Annexation Agreement, zoning, platting and development of the Property including, but not limited to the time of in-house staff. Similarly, Owner(s) agree(s) 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 as a quarry, asphalt and concrete batch plant facility, including but not limited to, the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement.

10. **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).
11. **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 or use of 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 Employee and Governmental Tort Immunities Act.
12. **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/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 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 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.
13. **Ordinances.** Upon execution, the Property shall be subject to this Agreement and all ordinances and codes of the City in accordance with 65 ILCS 5/11-115.1-2.1. The Owner 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 further limit the use of the Property as a quarry or for the operation of an asphalt or concrete batch plant.

14. **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 of those Courts.
15. **Costs, Expenses, and Fees.** Except as provided for in this Agreement, the Owner(s) shall pay the current annexation fees Authorized in the Belvidere Municipal Code to the City, which have been or shall be incurred as a result of the petitioner's request herein at time of filing Owner's petition for Annexation. Also, notwithstanding any provision of this Agreement to the contrary, 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 prior to annexation regardless of when the monies may actually become due to the fire protection district.
16. **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.
17. **Miscellaneous.**
 - a) If, because of any action or inaction of the Owner, the Property fails to be annexed to the City after becoming contiguous, the City shall have the right to immediately and without notice, disconnect the sanitary sewer service and the water service permitted under this Agreement. Owner(s), and on behalf of its (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. 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 the development and use 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 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. In order to facilitate the collection of sales tax by the City for the sales of aggregate, asphalt and

concrete material produced on the Property the Owner shall maintain its sales and billing office on the Property consistent with the practice implemented by Owner under the 2005 Annexation Agreement. 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.

d) The Parties agree that in the event 65 ILCS 5/11-15.1-2.1, which applies the City's ordinances and codes to the Property prior to annexation, is amended to not apply to non-contiguous properties or held not to include any portion of a municipality's codes or ordinances, including but not limited to zoning and building codes, all building, construction and development and mining in the Expansion Area shall be suspended until such time as the Property is annexed or other permissions are obtained to continue mining and batch plant operations. Upon the suspension of mining activities on the Property, the Owner's obligation to pay any and all fees and costs under this Agreement shall also be suspended until such time as the Owner is again able to continue mining the Property under the authority of the City. However, the remainder of this Agreement and Owner's 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 mining, asphalt batch plant, and concrete batch plant operations contemplated by this Agreement to occur and continue. Upon the resumption of Owner's mining and batch plant activities on the Property, the Owner shall resume payments to the City as set forth in this Agreement.

e) Owner 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 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 local 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 local ordinance shall apply. Owner(s) agree(s) 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.

18. **Host Fee.** a) Except as otherwise provided for in this Agreement, upon the execution of this Agreement and for as long as the extraction, crushing, processing, or stockpiling of Aggregates, including any activities that are ancillary to these activities (collectively, the "Extraction Operations") are in operation on the Property, Owner(s) shall pay the City a Host Fee based on the total tonnage of Aggregates transported from the Property, 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 Aggregates that originate off the Property, and these records shall be available for inspection by City on request. The quantities of Aggregates brought to the Property from off-site shall be reported to the City in the Sales Reports. Further provided, that if the City's authority to permit mining on the Property shall cease or be suspended for any reason, the Owner's obligation to pay the Host Fee shall cease until such time as the City's authority is reinstated.

b) The Host Fee shall be Twenty-Three Cents (\$.23) 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 Aggregates transported from the Property shall be determined as Aggregates are 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 Aggregates removed and transported from the Property during the preceding month.

c) As of each January 1 following the first full calendar year (January through December) after the effective date of this Agreement, the Host Fee shall be increased by the same percentage as the percentage increase for the preceding year in the CPI-U (All-Urban Consumer Price Index). 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 annual 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 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 per cent (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 Thirty-One Thousand Dollars (\$31,000.00). 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.

19. **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 U.S. Route 20. The Owner(s) shall make any repairs reasonably deemed necessary to Irene Road Access and attributable to Owner's or Owner's agents' or customers' use of the Irene Road Access, from time to time, by the City or the division of local government with maintenance jurisdiction over Irene Road. The determination of whether a necessary repair is attributable to Owner's or Owner's agents' or Owner's customers' use of Irene road shall lie with the reasonable determination of the local government with maintenance jurisdiction of Irene Road.

If it becomes necessary for Owner(s) to route trucks on Irene Road south of the south property line of the Property, Owner(s) agree(s) to provide a surety guarantee to the division of local government having jurisdiction over that part of Irene Road south of the Quarry that will be used by commercial trucks accessing the Property from the south and hauling aggregate, asphalt, or concrete produced by operations on the Property. 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. **Participation In Development.** Upon execution of this Agreement, Owner shall dedicate to the City a 100' easement along the southern border of the Property for the construction, operation and maintenance of public utilities, including, but not limited to water and sewer. Owner further agrees to dedicate to the City of Belvidere, upon the City's request, any additional easements necessary to extend utility services including, but not limited to, electrical, natural gas, telecommunications, internet, water and sewer, to the Property and the surrounding area, provided these additional easements do not unreasonably impact then existing Mining Operations or Batch Plant operations.

21. **Agreement Runs With the Land.** In accordance with Section 11-15.1-4 of the Illinois Municipal Code, this Agreement shall be binding upon all successors in interest of the Property. Further, this agreement shall be deemed to be a covenant that runs with the land and is binding on the Owner's successors in title. Upon execution of this Agreement, Owner(s) shall record a copy of this Agreement with the Boone County Recorder's Office.

22. **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.

23. **Binding Effect.** The Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the City and Rock Road. The undertakings of Rock Road under this Agreement shall be appurtenant to the Property and shall be deemed to "run with the land."

24. **City Use of Property.**
 - a. Owner 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 of each instance of use. The City agrees to indemnify, defend and hold Owner 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 negligence or malfeasance.
 - b. Owner agrees the City's Police Department may use part of the Property for training purposes. In the event the City Police Department uses any part of the Property the City shall defend and indemnify the Owner against any and all claims, lawsuits, damage, environmental condition, injury, including without limitation any death, arising from the City Police Department's use of the Property. Moreover, the City Police Department shall coordinate its use of the Property so that the City Police Department's use shall not interfere or in any other way affect the Owner's use and quiet enjoyment of the Property. The City

shall execute any and all waivers and releases required by Owner or its insurance carrier.

25. Term.

This agreement shall be binding upon the parties and their respective successors and assigns for the term of forty 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 forty-year term is in derogation of state law as applied to non-home rule units and that the forty-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 shall be applied.

26. 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 describe 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, This Agreement, and any of the supporting documents incorporated by reference, many 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.

To the City of Belvidere:
City Clerk, City of Belvidere
Belvidere City Hall
401 Whitney Blvd,

Belvidere, Illinois 61008

With a copy to:

City Attorney, City of Belvidere
Belvidere City Hall
401 Whitney Blvd
Belvidere, Illinois 61008
mdrella@BelvidereIL.gov

To Rock Road Companies, Inc.:

Mr. Jacob Mrugacz, President,
Rock Road Companies, Inc.
301 W. B R Townline Road
Janesville, Wisconsin, 53545
jmrugacz@rockroads.com Rock Road

With a copy to:

Timothy Jagielski
JJA, LLC.
P. O. Box 382
Byron, Illinois 61010
815.985.5981
Tim.Jagielski@jjalawfirm.com

- 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: The City of Belvidere, Illinois, a municipal
corporation

By: _____

Attest:

By: _____

For: Rock Road, Companies, Inc., a Wisconsin corporation.

By: _____

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR PROPOSED ANNEXATION

Part of the West 1/2 of Section 9, Township 43 North, Range 3 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the east line of the Northwest 1/4 of said Section 9 which bears South 00 degrees 03 minutes 50 seconds East, 610.76 feet from the northeast corner of said Northwest 1/4, said point being the southeast corner of premises conveyed by Rockford Blacktop Construction Company to Joseph and Tracy A. Taylor by Warranty Deed dated July 15, 2002 and recorded as Document No. 02 R07932 in the Recorder's Office of Boone County, Illinois; thence South 00 degrees 03 minutes 50 seconds East, along the east line of the West 1/2 of said Section 9, a distance of 2989.17 feet to the south line of the north 58 acres of the Southwest 1/4 of said Section 9; thence South 89 degrees 24 minutes 12 second West, along said line and said line extended west, 2701.86 feet to the west right-of-way line for Irene Road, said line being 25 feet west of the west line of the West 1/2 of said Section 9; thence North 00 degrees 06 minutes 40 seconds West, along said line, 943.94 feet; thence North 00 degrees 06 minutes 22 seconds West, along said line, 2682.18 feet to the westerly extension of the north right-of-way line for Graham Road, said line being 33 feet north of the north line of the Northwest 1/4 of said Section 9; thence North 89 degrees 15 minutes 35 seconds East, along said westerly extension and along said right-of-way line, a distance of 2327.69 feet to the northerly extension of the west line of premises conveyed to Joseph and Tracy A. Taylor, as aforesaid; thence South 00 degrees 03 minutes 50 seconds East, along said northerly extension and along said line, a distance of 643.76 feet to the south line of said premises; thence North 89 degrees 15 minutes 35 seconds East, along said line, 377.00 feet to the point of beginning. Situated in the County of Boone, State of Illinois and containing 219.66 acres.

Plat of Annexation

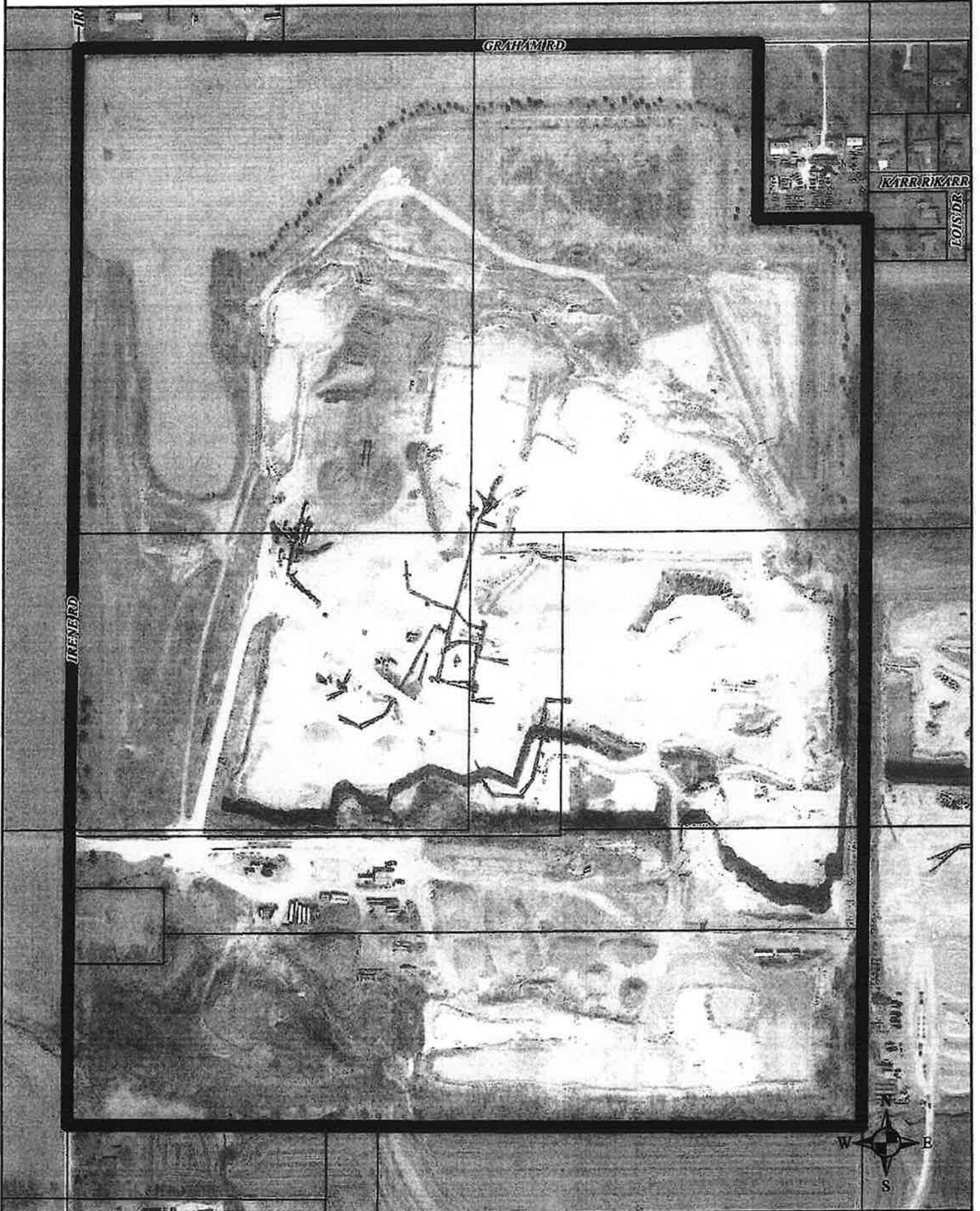
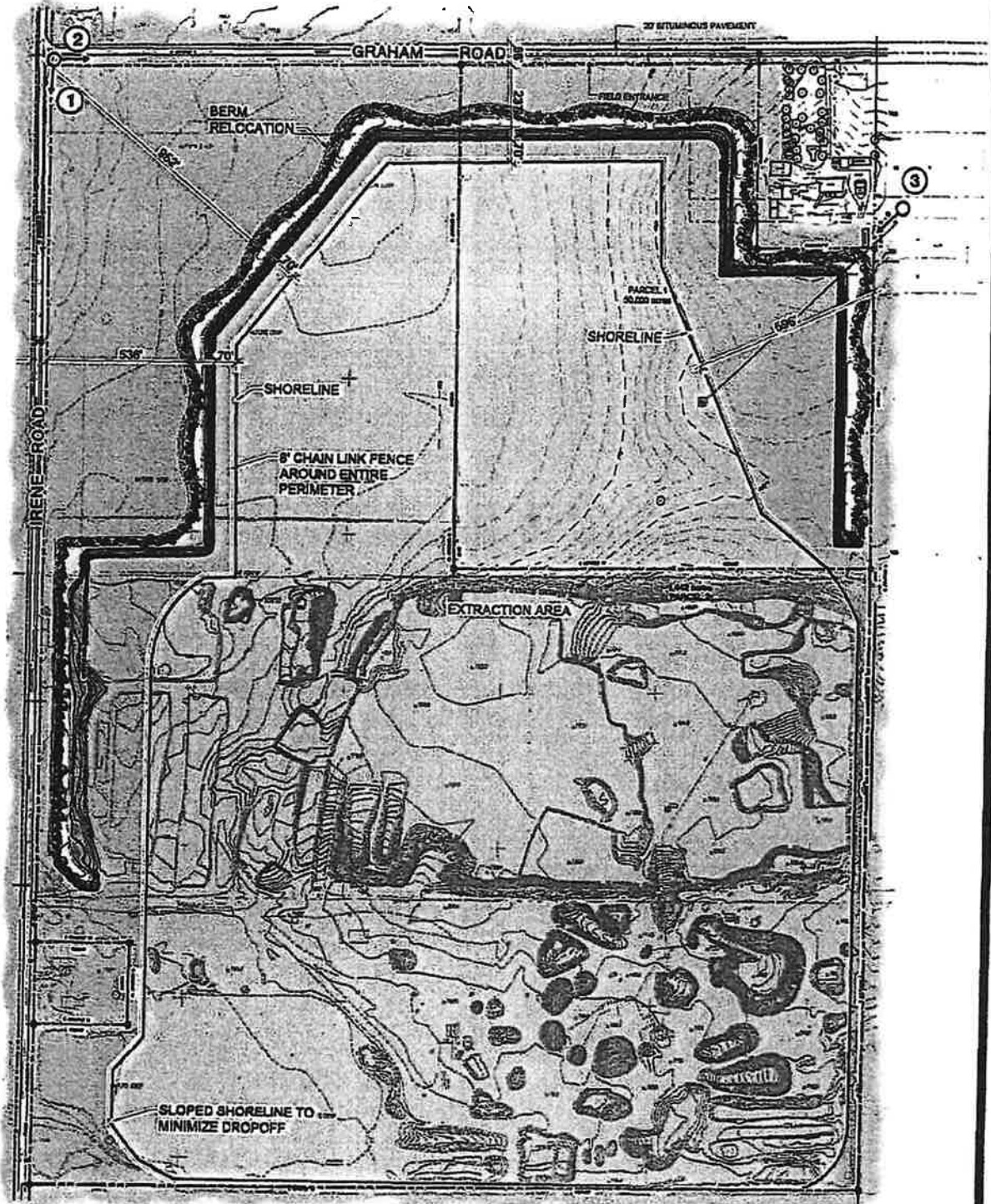


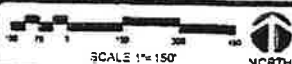
EXHIBIT B
SITE PLAN

IRENE QUARRY

BELVIDERE, ILLINOIS



OPERATIONAL LANDSCAPE PLAN



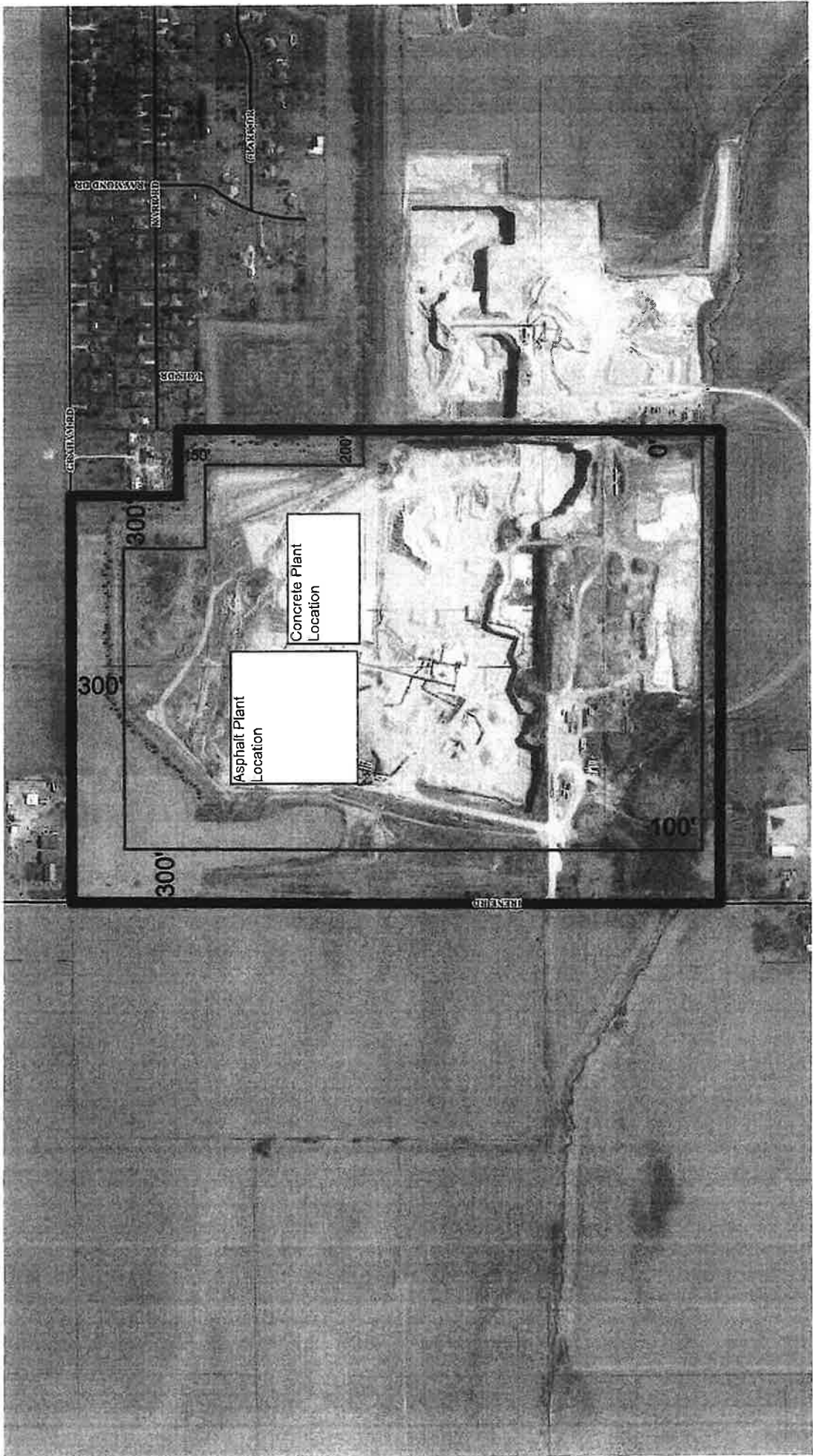
Lannert Group
 Landscape Architecture • Planning • Community Consulting
 215 Fulton Street
 Geneva, Illinois 60134
 (630) 209-6088
 Fax (630) 209-6258
 www.lannert.com
 info@lannert.com

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BELVIDERE STONE, LLC.

4825 FOREST HILL ROAD
 LOVES PARK, IL 61111
 312-484-3257
 312-324-4717 (fax)

DATE	05/08/02
BY	05/08/02
REVISION	05/08/02
SCALE	50:00 (1)
PROJECT	IRENE QUARRY

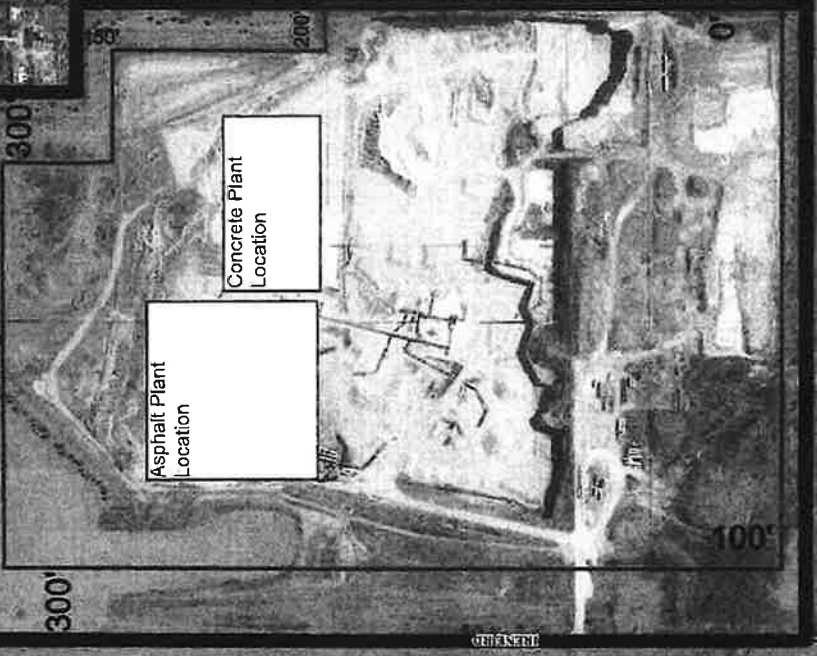


GRANT AVENUE

LAWRENCE DR.

MAYFIELD

GENESEE



Asphalt Plant Location

Concrete Plant Location

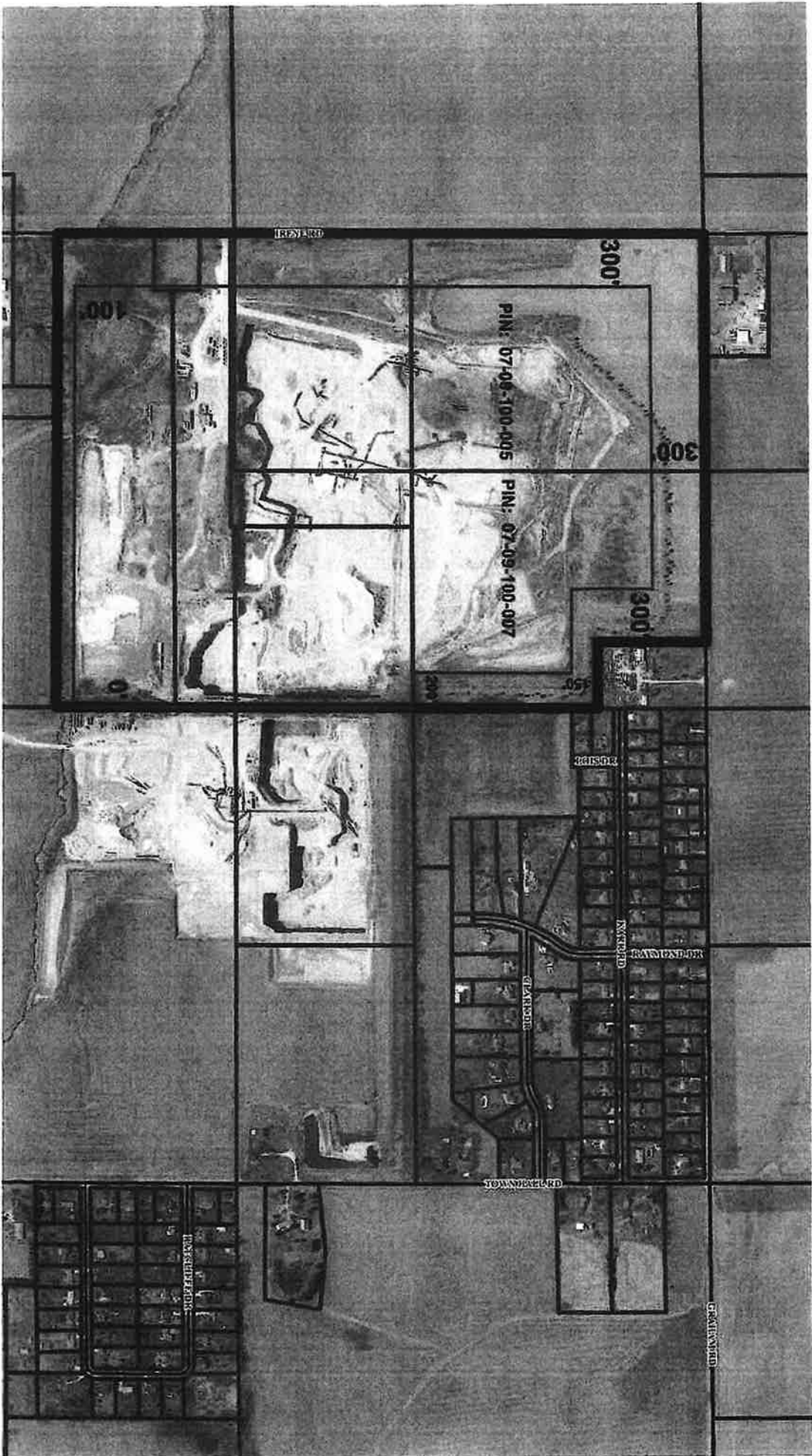


EXHIBIT C
ZONING CLASSIFICATIONS

Zoning will be as set forth in Section 4 of this Agreement.

EXHIBIT D 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.

Batch Plant Operations shall mean the operation of an asphalt batch plant and / or a concrete batch plant (but only one of each is permitted).

“Expansion Area shall mean the parcels currently designated as PIN 07-09-100-005 and PIN 07-09-100-007.

“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 previously landscaped with screening around the actual area where Extraction Operations are conducted as required by the 2005 Annexation Agreement

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

“Mine Operator” shall mean Rock Road, LLC, its heirs, successors and assigns as well as the Owner as defined in this Annexation Agreement.

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

Mine Operations

- 1.1 The City 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 Activities and Batch Plant Operations 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. The operating hours shall be extended or altered hours, if reasonably approved by the City, to permit the Owner(s) to conduct Extraction Operations, Mining Activities, Batch Plant Operations as needed on a temporary basis when reasonably necessary to meet the requirements of specific municipal, township, county, federal or state 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 concrete or asphalt batch plant whether producing asphalt or other construction products pursuant to an identified construction contract.

Notwithstanding any other provision of these conditions, in the event of a substantial municipal, township, county or state project or a substantial and significant private project that provides economic benefits to the City Owner may, if reasonably approved in advance by the City Mayor install and operate an additional portable asphalt and/or concrete batch plant. In that event Owner shall notify the City of the necessity, identify the duration, and remove the temporary portable plant at the end of the project.

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 between the hours of 10:30 a.m. and 3:30 p.m.

- 1.3. a. The Mine Operator shall equip all of its vehicles and equipment with visual and audible back-up warning devices. 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.
- 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 and Boone County Sheriff with an annual blasting schedule at the beginning of each construction season and periodic updates as the construction season progresses.
- 1.4 All processing and stockpiling of aggregate material shall be conducted on the floor of the quarry so that the stockpiles are below the sightline elevation of the screening berms. Any Batch Plant Operations or aggregate recycling equipment shall be located on the quarry floor except when it is not feasible and another location is approved by the City.

- 1.5 The Parties acknowledge that prior to commencement of Mining Activities pursuant to the 2005 Annexation Agreement the Mine Operator conducted a condition survey of participating residential properties within one-half (1/2) mile of the Property. .
- 1.6 During the period of the Mining Activities the Mine Operator shall maintain two (2) groundwater monitoring wells up-gradient of the Mining Activities and two (2) groundwater monitoring wells down-gradient of the Mining Activities which shall be located in an area acceptable to the City. The Mine Operator will conduct a 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 residential purposes. The Mine Operator shall provide the City with all results, including but not limited to all reports and documents of any kind, within 10 days of receipt of the sampling results. The City may share those results with any party, including but not limited to residents within proximity to the mine.
- 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 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 Mining Activities. 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.
- 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 The Mine Operator shall complete, construct, and maintain of screening berms and landscaping as designated on the Site Plan to screen operations from the residential subdivision to the East of the Property (the Karr Farm Subdivision). The Mine Operator shall also install and maintain an eight (8) foot high security fence reasonable acceptable to the City to prevent access to the Property from the Karr

Farm Subdivision.. The Mine Operator shall maintain the existing security fence around the current excavation area.

- 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 Mine Operator shall not conduct any Mining Activities, stockpiling, asphalt or concrete batch plant operations within the setback areas outlined in Exhibit . The setback area includes 300' on the north, 300' on the west, 100' feet on the south and 300', 150' 200' and 0' on the east, as shown in Exhibit B.

Site Development and Reclamation

- 2.0 The Owner(s) shall revise its Reclamation Plan for the Property in accordance 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. The revised Reclamation Plan shall be filed prior to the execution of the Annexation Agreement and must comply with relevant State and Federal laws as well as the reasonable requirements of the City. The reclamation plan shall provide that upon the termination of Mining Activities, that part of the Property used for Extraction Operations shall be allowed to fill with water to form a lake. The shorelines along the west line of the Extraction Limit and in any areas where new mineral extraction occurs will be sloped to provide a stable and gradual transition from the surface elevation to the estimated mean water level. The shoreline shall be graded to provide a fifty (50) foot wide shelf around the lake perimeter to provide for a gradual underwater fall off of the shoreline. 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 substantial compliance with the Reclamation Plan incorporated into this Exhibit D, or as amended by the City. All setbacks should be shown on the mine plan and reclamation plan.

Upon the completion of Mining Activities on the Property, the Owner shall construct all improvements required by the Reclamation Plan. The Reclamation Plan shall be fully implemented and all required improvements complete within eighteen months (18) of cessation of all ~~batch plant and~~ Mining Activities.

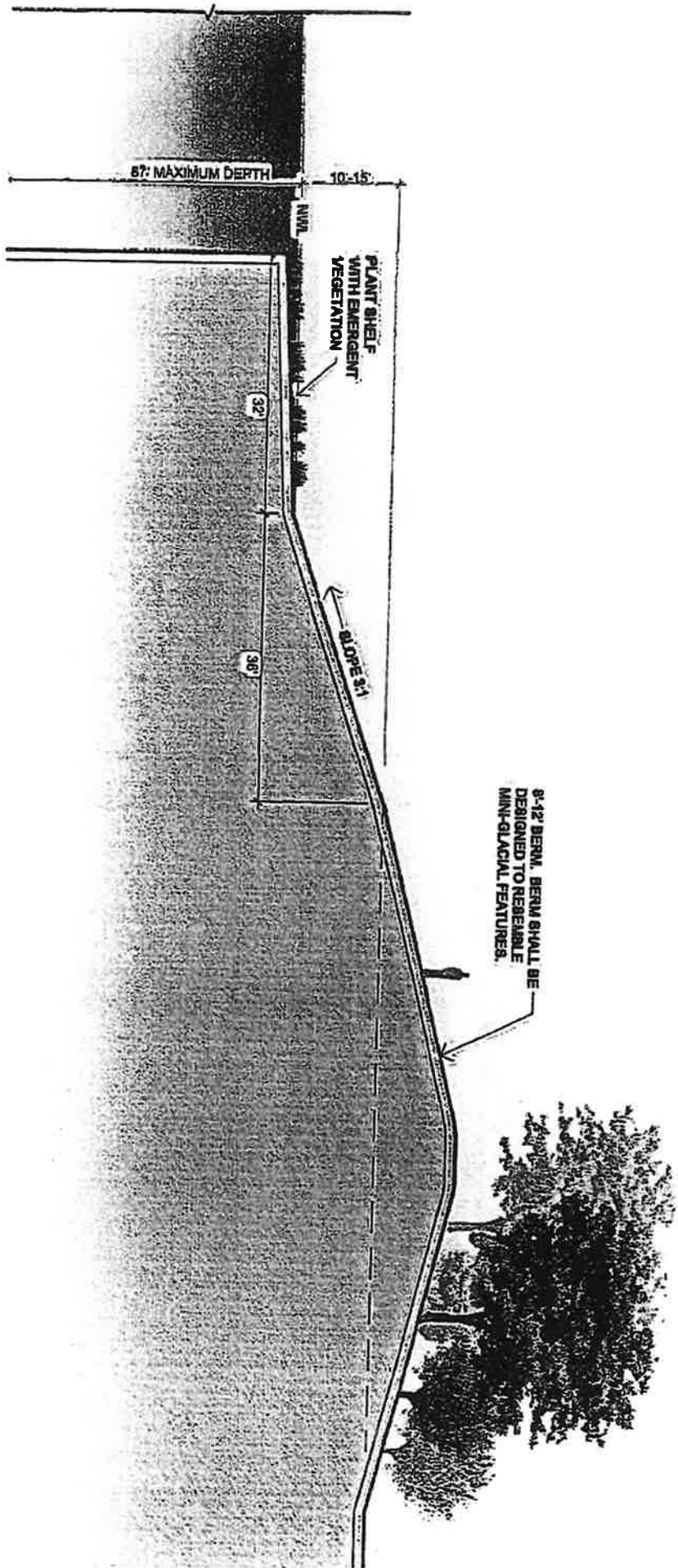
- 2.1 The Mine Operator shall provide a bond reasonable acceptable to the City to secure the performance of the reclamation plan for the Property. The bond provided to the City shall be in the amount of \$5,000.00 per acre for each acre in the on which

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 CPI-U index. In the event that index is no longer reported, the parties shall agree on a mutually agreeable index.

2.2 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 all Mining Activities on the Property, provided, however, that all stockpiled materials shall be removed or re-graded within two years after the cessation of all Mining Activities. 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, an asphalt batch plant, a concrete batch plant, and implement the reclamation plan. All batch plant operations shall cease immediately upon cessation of mining activities

2.3 The area shown on the Site Plan as the Landscaped Area shall be landscaped, bermed, and maintained as shown on the landscaping plan that is attached to and incorporated in this Exhibit D and in accordance with the landscaping provisions of the zoning ordinance of the City. In this regard, berms and other similar landscaping features incorporated into the Landscaped Area shall be designed and maintained to appear as natural landforms resembling mini-glacial features such as drumlins, eskers, or moraines, rather than as artificial man-made “loaves” or “bars” as much as is reasonably possible. Landscape plantings and vegetation for the berming shall be of the type, species, and genus approved for general landscape plantings within Boone County by the Boone County Conservation District and as reasonably required or allowed by the City. The planting of all vegetation, and the construction of all, berms, and other landscaping features designated in the Landscaped Area shall be commenced and completed within eight (8) months of the commencement of Mining Activities in the Expansion Area, provided, however, that the berms identified in the Operational Landscape Plan lying between the designated excavation area located in the Expansion Area and the subdivision lying east of the Property shall be completed prior to commencement of Mining Activities in the Expansion Area.

2.4 The Mine Operator shall comply with all setbacks and excavation limits indicated on Site Plan Exhibit B.



SECTION
 SCALE: 1" = 10'

EXHIBIT E
IMPACT FEES

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	\$257.80
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			\$1,901.80
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	0.058	\$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	\$988.80
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	\$888.86
Junior High	\$4,000.00	0.268	\$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

**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

**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 18 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	\$4,858,651.00
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 = 244.26

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

III PUBLIC WORKS

General Operations	\$166,827.00
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 du

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 18 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