



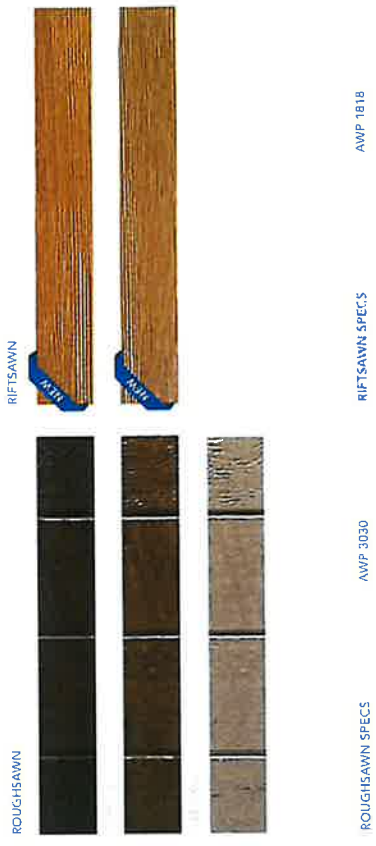
Add rustic sophistication with RoughSawn and RiftSawn.

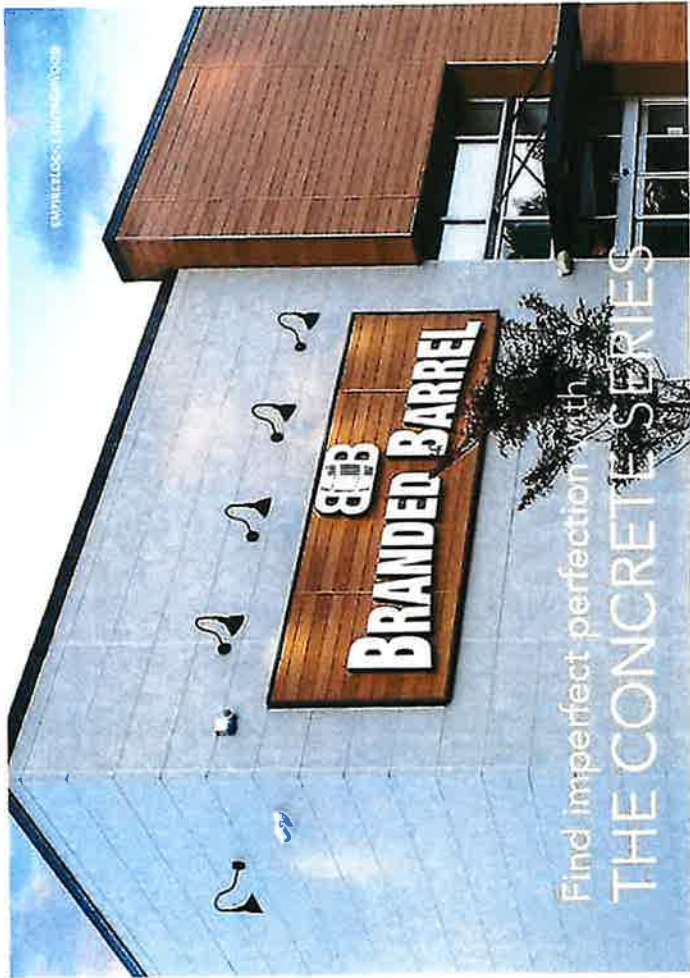
At the heart of our design philosophy is a commitment to quality and craftsmanship. We believe that the materials we choose for our projects should not only enhance the aesthetic appeal but also stand the test of time. This is why we have selected RoughSawn and RiftSawn as the primary wood finishes for our latest collection of exterior cladding solutions.

RoughSawn, with its natural, weathered texture, brings a sense of rustic charm and authenticity to any building facade. Its deep, rich tones and organic grain patterns create a warm, inviting atmosphere that is both timeless and modern. Whether used for accent walls or full-scale exterior cladding, RoughSawn adds a layer of character and depth to your design.

Complementing RoughSawn is RiftSawn, which offers a more refined and sophisticated look. The vertical grain and subtle variations in color provide a clean, elegant aesthetic that works beautifully in both traditional and contemporary settings. RiftSawn's smooth finish and consistent texture make it an ideal choice for high-end architectural applications.

Together, these two finishes create a harmonious blend of rustic and refined elements, allowing you to achieve a unique and memorable exterior design. By choosing RoughSawn and RiftSawn, you are investing in a timeless and durable solution that will elevate your building's curb appeal and create a lasting impression on your clients and community.





EMPIRE BLOCK



EMPIRE BLOCK SPECS

EMPIRE BLOCK SPECS

AMP 3036

AMP 3036



INDUSTRIAL BLOCK



INDUSTRIAL BLOCK SPECS

INDUSTRIAL BLOCK SPECS

AMP 3030

AMP 3030



INDUSTRIAL BLOCK SPECS



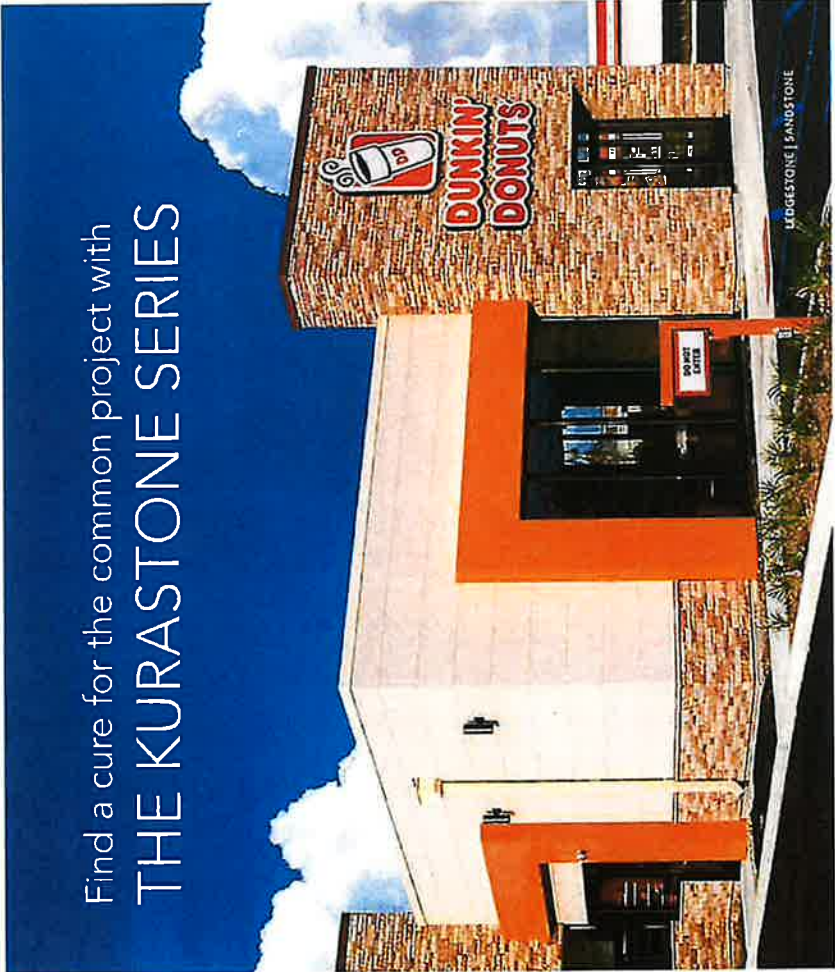
Put a fresh face on industrial chic.

Concrete is the most popular material for industrial chic. It's a material that's been around for centuries, and it's still going strong. The reason is simple: concrete is durable, strong, and easy to work with. It's also a material that can be used in a variety of ways, from a simple wall to a complex structure. And it's a material that can be used in a variety of colors and finishes, from a plain, light gray to a dark, textured finish.

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PLYMOUTHBRICK™ SPECS AWP 1818



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VINTAGEBRICK™ SPECS AWP 1818



MODERNBRICK™

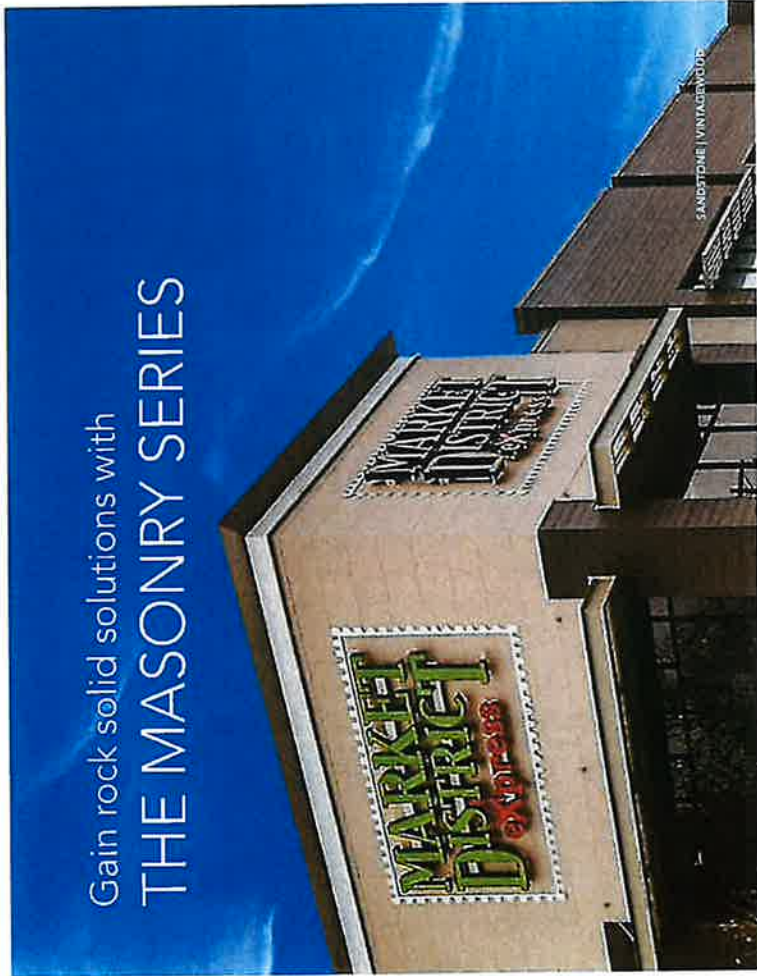
MODERNBRICK™ SPECS AWP 1818



CANYONBRICK™

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SANDSTONE



SANDSTONE SPECS

AMP 1818

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03



OVERHANG FLASHING (10') - JOH7218



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OVERHANG FLASHING OUTSIDE CORNER - JOH7214B



OVERHANG FLASHING CLIP - JOH7219S



STARTER FLASHING (10') - FTD4724



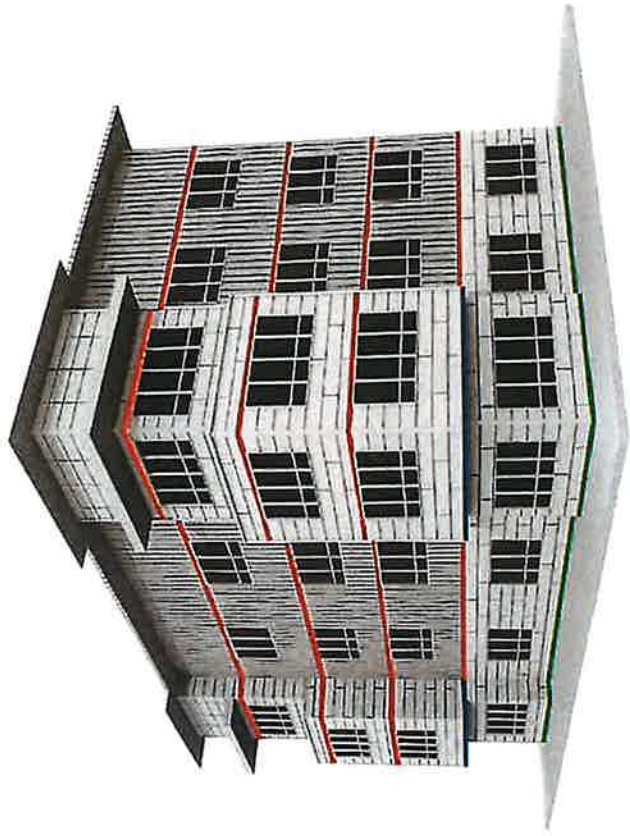
STARTER FLASHING OUTSIDE CORNER - FTD4713B



STARTER FLASHING INSIDE CORNER - FTD4713D



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ULTIMATE CLIP II WITH JOINT-TAB ATTACHMENT - JEL278* & JEL288**



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ULTIMATE VERTICAL STARTER TRACK (10') - FA710*



SINGLE FLANGE SEALANT BACKER (6.5') - FHK1015R



DOUBLE FLANGE SEALANT BACKER (10') - FH1015R



CORRUGATED SHIM (4') - FS1005 & FS1010



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CORNER 85

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ORDINANCE #679H

AN ORDINANCE VACATING AN ALLEY GENERALLY LOCATED SOUTH OF EAST LINCOLN AVE. CONNECTING NORTH STATE STREET TO PARKING LOT 7 IN THE CITY OF BELVIDERE

WHEREAS, a remnant alley exists, lying south of East Lincoln Avenue and connecting North State Street to Parking Lot 7 as legally described (consisting of four different legal descriptions) in the attached Exhibit A (the Vacated Parcel) which is incorporated herein by this reference; and

WHEREAS, the City of Belvidere is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, after proper notice, a public hearing was held on June 3, 2024 pursuant to Section 11-91-1 of the Illinois Municipal Code; and

WHEREAS, the Corporate Authorities of the City of Belvidere find that it is in the public interest to vacate the Vacated Parcel as it no longer serves any public and the City will be relieved of any maintenance obligations.

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 as if fully set forth. For purposes of this Ordinance, Division 91, of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-91-1 et seq.) shall not apply to this Ordinance and is expressly abrogated and waived. This ordinance is specifically adopted pursuant to home rule authority.

SECTION 2: The Vacated Parcel is hereby vacated under the City's home rule authority and all easement rights of the public to use the Vacated Parcel as right-of-way or other purposes are similarly vacated and abolished. This ordinance shall not vacate any easement of any other public utility. The Mayor is authorized to execute and the Clerk to Attest any documents necessary or convenient to transfer title to the Vacated Parcel to the adjoining properties, if necessary, and extinguish any public right to use the Vacated Parcel as right-of-way.

SECTION 3: The Parcels acquiring title to the Vacated Parcel are set forth in the attached Exhibit A which further defines which portion of the Vacated Parcel each parcel shall receive. The Vacated Parcels include:

PIN 05-26-434-013

PIN 05-26-434-012
PIN 05-26-434-004
PIN 05-26-434-005

SECTION 4: That all maps, journals and other records of the City be changed accordingly.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:

Nays: .

Absentees:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: _____
City Clerk

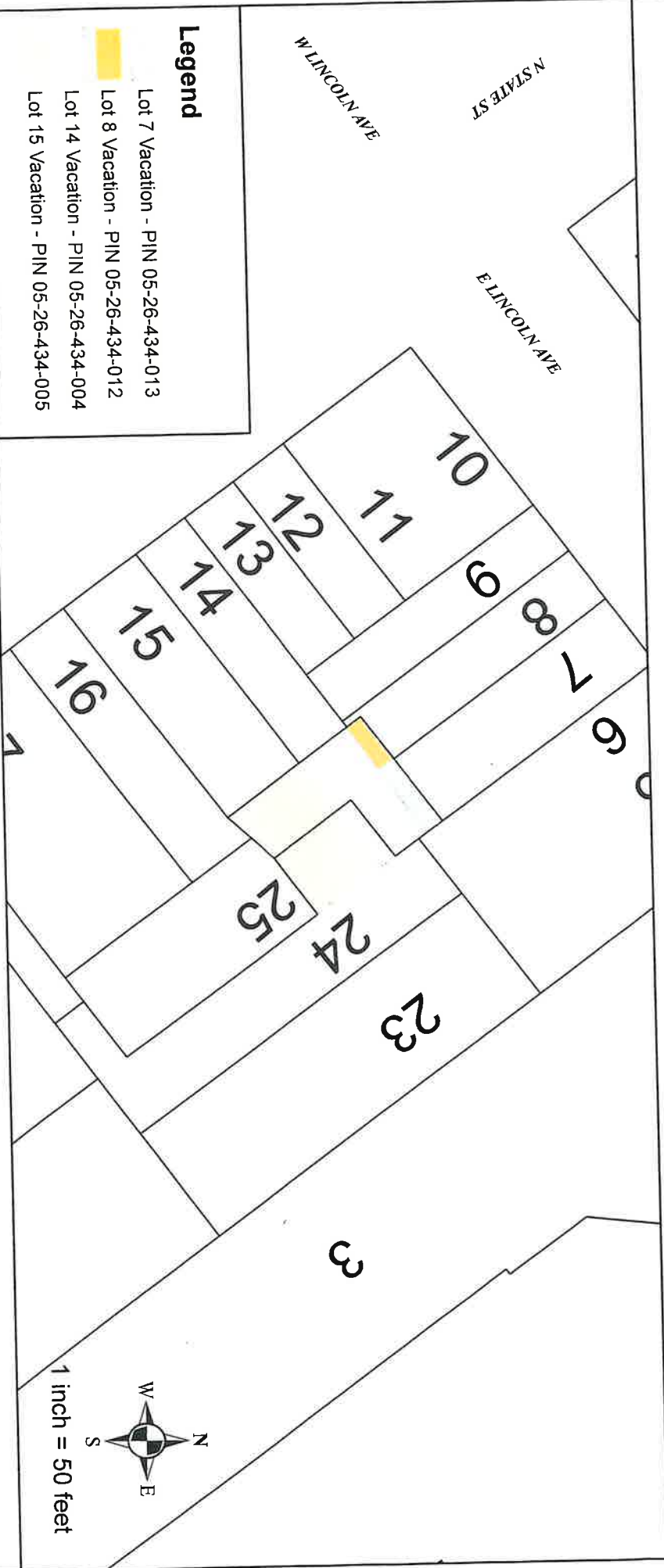
Passed:

Approved:

Published:

EXHIBIT A

Plat of Vacation



Legend

- Lot 7 Vacation - PIN 05-26-434-013
- Lot 8 Vacation - PIN 05-26-434-012
- Lot 14 Vacation - PIN 05-26-434-004
- Lot 15 Vacation - PIN 05-26-434-005

Lot 15 Vacation - Beginning at the Southeast corner of Lot fifteen (15) in Assessor's Survey of Block 2 in Joel Walker's Addition to Belvidere recorded in Book 23 of Deeds, page 451; thence Northwesterly 30' to the Southeast corner of Lot Fourteen (14) in said Assessor's Survey; thence Northeasterly on Southerly line of said Lot 14 extended, 42 feet to a point on the Southwesterly line Lot twenty-four (24) in said Assessor's Survey; thence Southeasterly to the Northeasterly corner of Lot Twenty-five (25) in said Assessor's Survey; thence Southwesterly 22 feet to the Northwesterly corner of Lot Twenty-five (25); thence Southwesterly to the Point of Beginning. All situated in the County of Boone and State of Illinois.

Lot 14 Vacation - Beginning at the Northeast corner of Lot fourteen (14) in Assessor's Survey of Block 2 in Joel Walker's Addition to Belvidere recorded in Book 23 of Deeds, page 451; thence Northeasterly on Northerly line of said Lot 14 extended, 42 feet to a point; thence Southeasterly 20 feet to a point on the Southwesterly line Lot Twenty-four (24) in said Assessor's Survey; Thence Southwesterly 42 feet; thence Northwesterly 20 feet to point of beginning. All situated in the County of Boone and State of Illinois.

Lot 8 Vacation - Beginning at the Southeast corner of Lot eight (8) in Assessor's Survey of Block 2 in Joel Walker's Addition to Belvidere recorded in Book 23 of Deeds, page 451; thence Southeasterly on said lot line extended, 5 feet; thence Southwesterly to the Northeast corner of lot 14 in said Assessor's Survey; thence Northwesterly 5 feet; thence Northeasterly 18 feet more or less to the point of beginning. Situated in the County of Boone and State of Illinois.

Lot 7 Vacation - Beginning at the Southeast corner of Lot seven (7) in Assessor's Survey of Block 2 in Joel Walker's Addition to Belvidere recorded in Book 23 of Deeds, page 451; thence Southeasterly on said lot line extended, 5 feet; thence Southwesterly to the Southwest corner of Lot seven (7) extended in said Assessor's Survey; thence Northwesterly 5 feet; thence Northeasterly 24.5 feet more or less to the point of beginning. Situated in the County of Boone and State of Illinois.

RESOLUTION # 2024-7
A RESOLUTION AUTHORIZING
THE EXECUTION OF A WATER FACILITY
EASEMENT AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF BELVIDERE
AND OM GROUP LLC

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

- 1) The Water Facility Easement and Maintenance Agreement attached hereto as Exhibit A (the Agreement) is approved.
- 2) The Mayor is authorized to execute, and the Clerk to attest the Agreement and the Clerk shall record the Agreement with the Boone County Recorder of Deeds.

Approved:

Mayor

Attest:

City Clerk

Ayes: .
Nays: .
Absent:
Approved:

**Prepared By And After
Recording Return To:**
Michael S. Drella
City Attorney
City of Belvidere
401 Whitney Blvd
Belvidere, Illinois 61008

CITY OF BELVIDERE

WATER FACILITY EASEMENT AND MAINTENANCE AGREEMENT

THIS WATER FACILITY EASEMENT AND MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____ 2024, by OM Belvidere Group LLC, (hereinafter referred to as “Property Owner”) to and for the benefit of the **CITY OF BELVIDERE, ILLINOIS** (hereinafter referred to as “City”).

RECITALS:

WHEREAS, Property Owner is the owner and developer of certain real property located in the City of Belvidere, Boone County, Illinois (hereinafter, the “Property”), being lot 2 of that certain Final Plat of Subdivision known as Belvidere Retail Subdivision (the Plat) and recorded with the Boone County Clerk and Recorder’s Office, Boone County, Illinois on October 6, 2022 as document number 2022R05472; and

WHEREAS, the Property Owner is constructing a retail facility and truck stop upon the Property (the Project); and

WHEREAS, the City’s Municipal Code and State Statute require the Project to be constructed with fire suppression systems and potable water facilities; and

WHEREAS, current regulations of the Illinois Department of Public Health (IDPH) prohibit privately owned “dead end” runs of a potable water system, including fire suppression systems and treat fire hydrants as a prohibited “dead end”; and

WHEREAS, the Property Owner is constructing a potable water main (the Main) on the Property to provide fire suppression and appurtenances, including but not limited to, fire hydrants for the Project; and

WHEREAS, the Main will provide both fire hydrant service and potable water service for the Project and if privately held would violate IDPH guidelines by creating privately owned “dead ends”; and

WHEREAS, if the City agrees to accept the Main as a part of its community water system, the Main and appurtenances would comply with IDPH guidelines; and

WHEREAS, the Property Owner desires that the City accept public dedication of the Main and appurtenances and desires to dedicate a Water Facility Easement (the Easement) to the City as described in the attached Exhibit A which is incorporated herein; and

WHEREAS, the Owner further desires to operate and maintain the Main, appurtenances, and Easement at its own cost and expense with no cost of any kind to the City, even though the Main and appurtenances will be a part of the City's public water supply system; and

WHEREAS, the Property Owner warrants, at the time of execution of this Agreement is the fee simple owner of the Main, appurtenances, and Easement as well as the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Property Owner and City hereby agree as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by this reference.

2.0 Property Owner Responsibilities. Property Owner shall provide and is responsible for all maintenance, repair, replacement and operation of the Main, appurtenances and Easement as shown on Exhibit A (including, but not limited to, privately owned water facilities and fire hydrants) and the Easement premises described in Exhibit A. Property Owner's responsibility includes, but is not limited to, construction, maintenance and replacement of all parts of the City's water system lying within the Easement and all fire hydrants and other appurtenances (valves, connections, etc.) connected to the water system in accordance with the reasonable directives from the City. This does not in any way limit the Property Owner from its maintenance obligations of all portions of the Property Owner's own water service lines or other water facilities.

3.0 Easements. Property Owner hereby grants and conveys to the City a perpetual, exclusive Easement, for construction, operation and maintenance of the Main and appurtenances on, over and under the real property described in Exhibit A, subject to the following conditions:

(A) It is understood by the Property Owner that the City shall have the right at all times to use the Easement for the purpose of inspecting, maintaining, and repairing the Main, appurtenances, and other water facilities as provided for under this Agreement.

(B) Property Owner shall be fully responsible for maintaining the Easement, the Main and appurtenances, as well as all privately-owned facilities in the Easement, as set forth above and shall not construct fences, walls, landscaping, structures, or other items in the Easement that would prevent maintenance and repair access to the Easement or the Main or appurtenances.

(C) The rights granted herein shall not be construed to interfere with or restrict the Property Owner, its heirs, executors, administrators, successors and assigns, tenants, licensees, guests or invitees from the use of the Property so long as such use does not impair the rights of access to the Main and appurtenances or interfere with the Easement hereby granted.

(D) The Easement, and all obligations and rights created by this Agreement, shall run with the land and apply to all fee interests now owned or hereafter acquired in the Property. As

such, each such subsequent fee interest owner of any portion of the Property shall be deemed a Property Owner under this Agreement. Further, the beneficial interest in the Easement held by the City shall extend to any future successor in interest to the City responsible for maintaining or operating the City's water system.

4.0 City Acceptance of Easement and Main. After execution of this Agreement and completion of all work necessary to complete the Main, installation of fire hydrants and other appurtenances and connection to the City's water system in accordance with the design plans approved by the City, the City agrees to accept dedication of the Easement and the Main and other appurtenances as a part of the City's potable water system.

5.0 Maintenance Enforcement by City. If Property Owner fails to or refuses to comply with this Agreement, including maintenance, repair or replacement of the Main, appurtenances, or the Easement, then City shall notify Property Owner in writing. Upon receipt of the notice, Property Owner shall immediately, repair or replace the Main, appurtenances, and Easement premises, subject to the reasonable requirements of the City. Further, no notice shall be required in the event of an emergency. If Property Owner fails to cure as set forth above, or in the event or an emergency declared at the City's sole discretion, the City may (but shall have no obligation to) enforce the Maintenance Requirements with any or all of the following enforcement measures:

(A) **Corrective Action By City.** If Property Owner fails to maintain the Main, appurtenances, Easement or Property, or in the event of an emergency as set forth above, City may, but is not obligated to, undertake such maintenance or repair work at the sole cost of Property Owner.

(B) **Lien of Property.** The City may assess the Property Owner for the reasonable, cost of performing such maintenance or repair work, together with any applicable penalties. The cost and penalties shall be equally due and owing to the City from the Property Owner. The Costs and penalties shall also be a lien on the Property.

(C) **Mandamus and Enforcement.** The City may bring an appropriate action in any court of competent jurisdiction to enforce this Agreement, including the maintenance, repair and replacement obligations herein and the court shall order mandamus upon the Property Owner directing them to comply with the terms of this Agreement and complete any required maintenance or repairs. The City may also bring an action to recover its costs of corrective action from any of the Property Owner plus any penalties as provide herein. The Property Owner shall pay all of the City's costs incurred in enforcing this Agreement, including, but not limited to its reasonable attorney's fees.

(D) **Disconnection.** Disconnect the Main and appurtenances from the City's Water system either through closure of valves or otherwise or shut off of water to the Property and Project.

6.0 Penalties. Any person or entity violating any provision of this Agreement or the City of Belvidere Municipal Code is guilty of an offense and shall be subject to penalties as provided City of Belvidere Municipal Code. Further, the Property Owner shall pay all of the City's costs of enforcement of this Agreement including, but not limited to, reasonable attorney's fees.

7.0 Indemnification. Property Owner shall indemnify and hold City harmless from any and all damage, loss, claims or liability of any kind whatsoever arising from the installation, maintenance, repair, operation, or use of the Main and the Easement including, but not limited to, any loss occasioned by reason of damage or injury to persons or property which may occur. In addition, Property Owner shall pay all costs and expenses involved in defending all actions arising therefrom.

8.0 Miscellaneous. The City, at Property Owner's cost, shall cause this Agreement to be recorded with the Boone County Clerk and Recorders Office, Boone County, Illinois, and the filing of the same shall constitute constructive notice to all heirs, successors, transferees, and assigns of the Property Owner of this Agreement. This Agreement shall run with the land and be binding upon all successors and assigns of Property Owner. This Agreement may not be amended or modified without the prior written approval of authorized officials of the City and Property Owner, and such approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement. Property Owner represents and warrants to City that the person executing this Agreement on behalf of Property Owner is fully authorized and empowered to do so by all necessary limited liability company action. Any action to enforce this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois. The Property Owner hereby consents to jurisdiction and venue in that Court. This Agreement shall be interpreted under the laws of the State of Illinois without regard to conflicts of law provisions.

IN WITNESS WHEREOF, the undersigned has caused the foregoing Agreement to be duly executed as of the day and year first written above.

"PROPERTY OWNER":
OM Belvidere Group LLC

By: _____

Its: _____

STATE OF ILLINOIS)
)SS.
COUNTY OF BOONE)

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My Commission Expires: _____

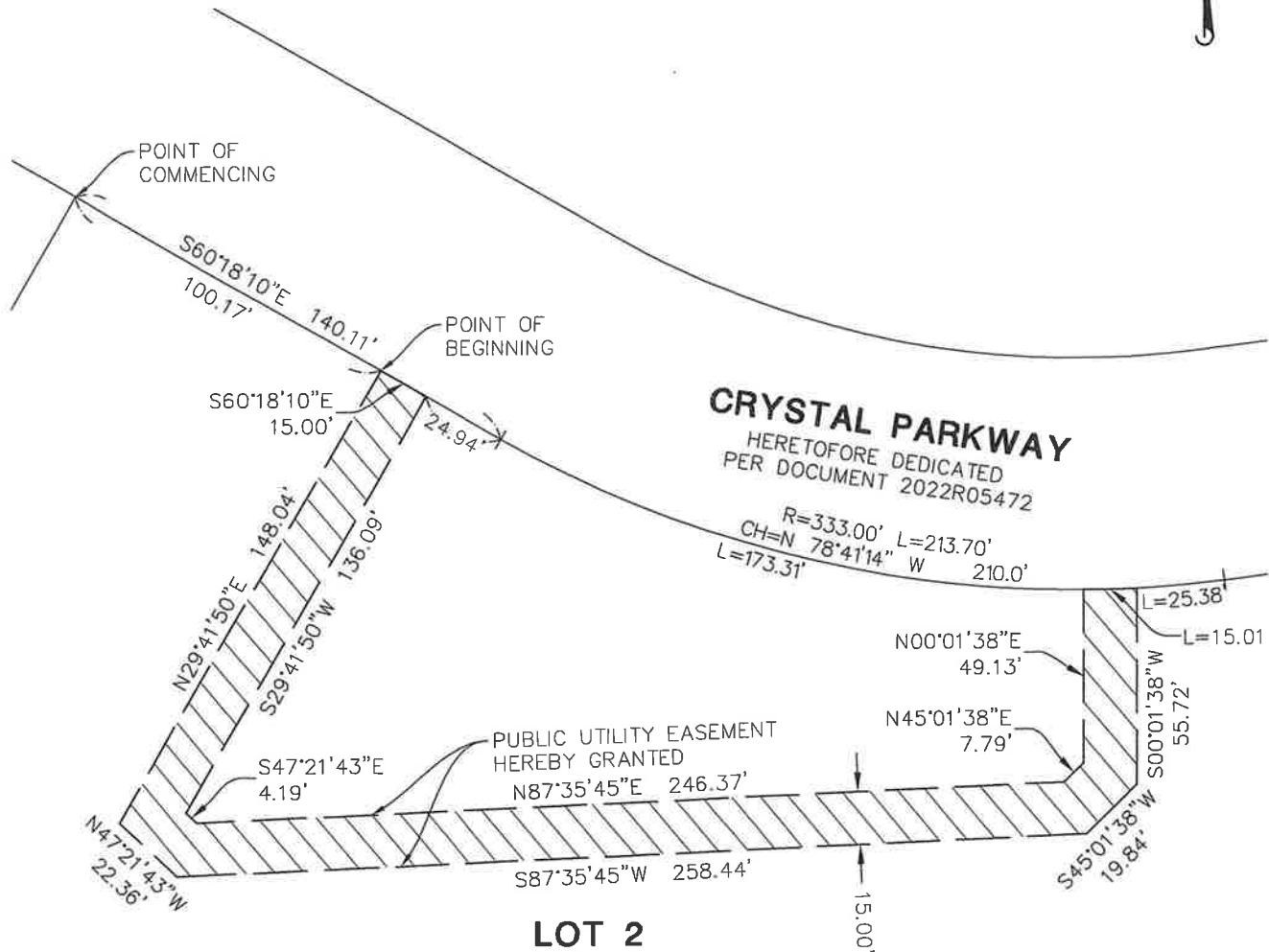
[SEAL]

City of Belvidere

By: _____
Mayor

Attest: _____
Sarah Turnipseed
City Clerk

EXHIBIT A



**LOT 2
BELVIDERE RETAIL
SUBDIVISION**
RECORDED OCTOBER 6, 2022
PER DOCUMENT 2022R05472

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BELVIDERE, ILLINOIS	
PUBLIC UTILITY EASEMENT	
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DRAWN BY: MGS	
DATE: 05/15/23	
SCALE: 1"=50'	

16:13 Dwg Name: P:\Hpbteil01\dwg\Surv\Final Drawings\Plot of Easement\HIPBEIL01-PUE - EXHIBIT.dwg Updated By: MSchmitt