

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #686H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY
OF BELVIDERE AND TANNER INDUSTRIES INC.

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 5TH DAY OF AUGUST 2024.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 6TH DAY OF AUGUST, 2024

Published in Pamphlet Form this 6th day of August, 2024.

ORDINANCE #686H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT BETWEEN THE
CITY OF BELVIDERE AND
TANNER INDUSTRIES INC.

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, Tanner Industries Inc. is the owner (the Current Owner) 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 currently contiguous to the City of Belvidere; and

WHEREAS, the Owner is 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 Owner(s), a copy of which is attached hereto as Exhibit A and incorporated herein. The Clerk is directed to file and record this Ordinance, the Annexation Agreement, the Annexation Ordinance and the Certificate of Notice as required by statute.

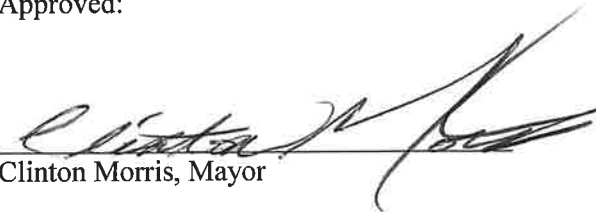
Section 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in 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 5th day of August, 2024

Approved:


Clinton Morris, Mayor

Attest:


Sarah Turnipseed, City Clerk

Ayes: Brereton, Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Stevens and Albertini.

Nays: None.

Absent: None.

Date Passed: August 5, 2024

Date Approved: August 6, 2024

Date Published: August 6, 2024

EXHIBIT A

ANNEXATION AGREEMENT

This Agreement is made and entered into August 6, 2024,
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County,
Illinois (The "City") and Tanner Industries Inc. (The "Owner(s)").

WITNESSETH:

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

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

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

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

Whereas, the Property has already been developed and improved as industrial property and the Owner intends to continue using the Property for industrial purposes; and

ANNEXATION AGREEMENT

This Agreement is made and entered into July 03, 2024,
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County,
Illinois (The "City") and Tanner Industries Inc. (The "Owner(s)").

WITNESSETH:

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

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

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

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

Whereas, the Property has already been developed and improved as industrial property and the Owner intends to continue using the Property for industrial purposes; and

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

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

Whereas, the Belvidere Municipal Code provides that the Property will automatically be zoned as RH Rural Holding District zoning upon annexation to the City; and

Whereas, the Owner desires that the Property be re-zoned to the Planned Industrial Zoning District upon annexation to the City; and

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

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

Whereas, the City has determined that the annexation of the Property to the City on the terms and conditions hereinafter set forth serves the best interests of the City, will extend the corporate limits and jurisdiction of the City, will permit orderly growth, planning and development

of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City; and

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

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

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly upon execution of this Agreement, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions of this Agreement.
3. City Zoning. Upon execution of this Annexation Agreement, pursuant to 65 ILCS 5/11-15.1-2.1, the Property will be automatically zoned Rural Holding (RH). Upon execution of this Annexation Agreement the City and Owner shall cause the Property to be re-zoned to the City's Planned Industrial District. Further, Owner agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:
 - A. No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motions picture theaters, theaters, etc.

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

4. Sanitary Sewer Service. The City will allow Owner to extend and connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit D which is incorporated herein. Prior to commencing construction, Owner will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy. Owner further agrees that, prior to connection to the City's sanitary sewer system, Owner shall cause the Property to be disconnected from the any sanitary district having jurisdiction. The City shall not be obligated to allow connection to its system until said disconnection is obtained.

5. Water Service. The City will allow Owner(s) to extend and connect to the City operated water main system according to the preliminary design plan and specifications shown on the attached Exhibit F which is incorporated herein. Prior to commencing construction, Owner(s) will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final

engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner(s) shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin and other fees as required by the City. The connection fees, as of the date of this Agreement, are shown on the attached Exhibit G, but may be amended time to time by the City. Owner(s) shall do all steps necessary to disconnect the Property from any other unit of local government providing water service.

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

7. Construction. Owner(s) agrees that all construction on the Property will be in accordance with the Belvidere Municipal Code, including but not limited to the City's Building Codes, Subdivision Codes and Zoning Codes, as amended and in effect at the time of issuance of building permit or other relevant permit. No structure or building shall be constructed within a one-hundred-year flood plain without specific written consent of the City. Owner shall not subdivide or re-develop the Property in the future without the specific written consent of the City which consent shall not be unreasonably withheld. In the event of such a subdivision or re-development in the future, Owner agrees that the property will only be subdivided or re-developed as a part of a Planned Development (special use). Approval of this Agreement, or any site plan or other plat included or referenced herein, shall not be construed or interpreted as approval of either a preliminary plat or a final plat or of any planned unit development.

Owner 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 any final plat of subdivision or planned development or if there is no subdivision or planned development, within such time as permitted by a relevant permit. At such time as Owner believes that all public improvements are ready to be dedicated to the City, or that portion of public improvements within any final plat, representatives of the City and Owners 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 thirty (30) days from the date of the inspection. If all public improvements are not completed within the time allowed, or the punch list items are not completed to the City's satisfaction within the time allowed, the City may deny any future permits for the Property or may revoke any existing permits until such time as the improvements are complete 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 surety and other remedies contained within this Agreement.

8. Drainage. Owner shall provide detention and storm water management as required by the City's Zoning and Subdivision Control Ordinances and any other Federal, State or local law or regulation.

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

approved final plat. Prior to commencing construction, Owner shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road. Owner shall not commence construction until final engineering plans are approved by Public Works and all other applicable agencies.

10. Fees.

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

B. Owner, and on behalf of their successors and assigns hereby irrevocably bind themselves to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against any person or entity on account of any payment or donation described in this Agreement .

11. Legal, Engineering, and Planning Costs. Owner agrees to pay the City's costs of enforcing this Agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement.

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

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

14. Ordinances. The Owner shall abide by all ordinances, resolutions, regulations, policies and laws of the City, including but not limited to, the City's subdivision code and zoning code, in effect at the execution of this Agreement and as may be subsequently amended.

15. Remedies. Either party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17th Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. Notwithstanding the foregoing, before any failure of either party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty

(30) days of receipt of such notice. Notwithstanding the foregoing, if the Owner does not pay any fee or cost provided in this Agreement, the City may withhold the issuance of building permits until payment is received, or if the appropriate deposit is not deposited, withhold approval of any annexation, plat of subdivision, or special use until said deposit is delivered.

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

17. Costs, Expenses, and Fees. The Owner 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, 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.

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

19. Addresses for Notices. All notices and other communications in connection with this agreement shall be in writing, and any notice, communication or payment hereunder shall be

deemed delivered to the addresses thereof two (2) days after deposit in any main or branch United States Post Office, certified or registered mail, postage prepaid, or one (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery, if personally delivered, or transmitted by facsimile with confirmation of transmittal, in any case, addressed to the parties respectively as follows:

If to Owner: John Long
Tanner Industries Inc.
735 Davisville Rd.
3rd Floor
Southampton, PA 18966

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

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

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

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

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

22. Successors and Assigns. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in title and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities. The term Owner's in this Agreement is deemed to include the existing Owner's at the time of execution as well as all future Owner's, successors, grantees, lessees and assigns. Owners agree to record this Agreement at the Boone County Records office immediately upon its execution.

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

24. 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.

25. Disconnection. If the property fails to become annexed to the City for any reason or if the property is annexed into another municipality, the City shall have the right to immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this agreement. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner, and on behalf of their successors and assigns, agrees to refrain


from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the City on account of disconnection pursuant to this section.

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

CITY:
City of Belvidere,
an Illinois Municipal Corporation


By: 
Mayor

ATTEST:



City Clerk

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

Tanner Industries LLC

By: 
Its VP

Subscribed and Sworn to
before me this 3RD day.
of JULY, 2024.


Notary Public

Commonwealth of Pennsylvania - Notary Seal
Edward J. Colfer, Notary Public
Bucks County
My commission expires June 24, 2026
Commission number 1274950
Member, Pennsylvania Association of Notaries

EXHIBIT LIST

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

EXHIBIT A

LEGAL DESCRIPTION

PROPERTY ADDRESS: 2211 & 2193 Hawkey Drive, Belvidere

TAX CODE NO.: 05-33-100-024 and 05-32-200-033

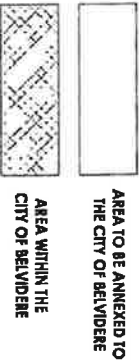
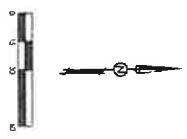
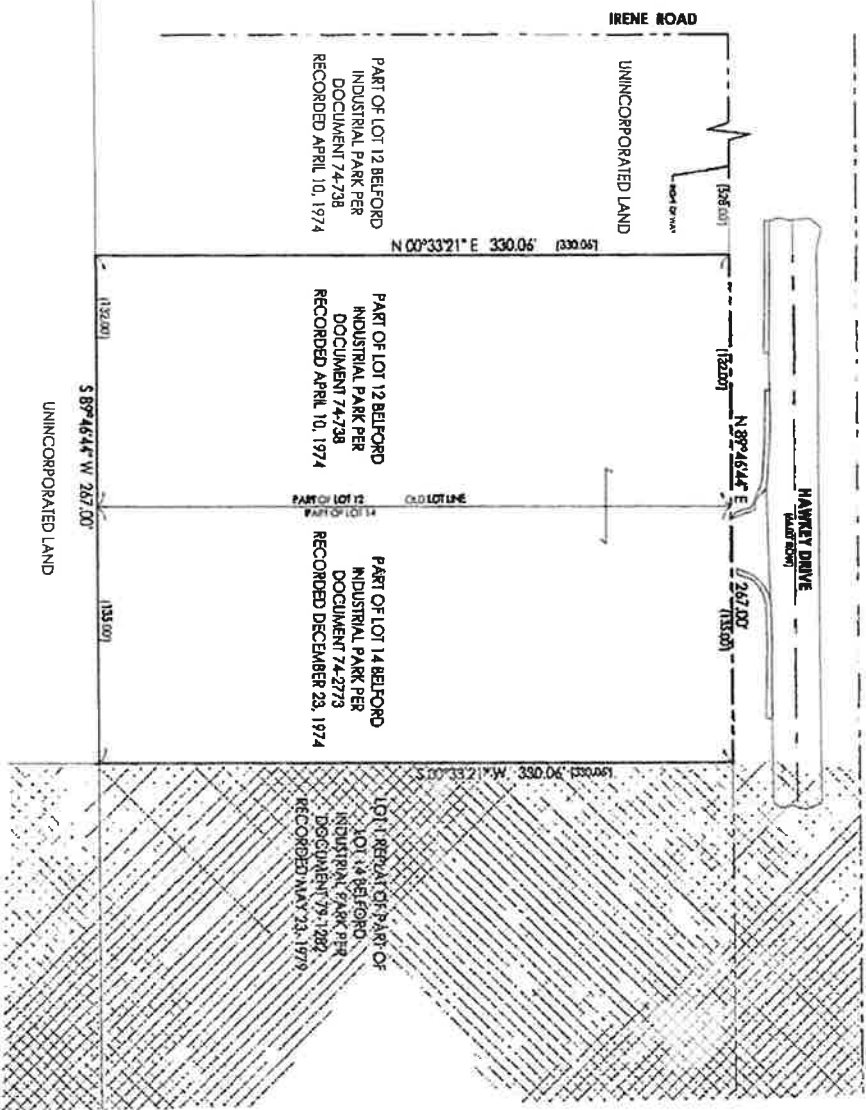
The East 132 feet of lot 12 of Belford Industrial Park, as Subdivision in part of the East Half (1/2) of Section 32 and the West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded on April 10, 1974 in Book 12 of Plats on Page 30 and 31 as Document No. 74-738 in the Boone County Recorder's Office AND the West 135 feet of Lot 14 of the replat of Lot 14 of Belford Industrial Park, a Subdivision in part of the East Half (1/2) of Section 32 and West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded December 23, 1974 as Document No. 74-2773 in the Boone County Recorder's Office, the above described property contains 2.023 acres, more or less, subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Township of Belvidere, the County of Boone and State of Illinois.

EXHIBIT B
ANNEXATION PLAT

PLAT OF ANNEXATION

THE EAST 132 FEET OF LOT 12 OF BELFORD INDUSTRIAL PARK, A SUBDIVISION IN PART OF THE EAST HALF (1/2) OF SECTION 32 AND THE WEST HALF (1/2) OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS AS RECORDED ON APRIL 10, 1974 IN BOOK 12 OF BELFORD INDUSTRIAL PARK, A SUBDIVISION IN PART OF THE EAST HALF 74-738 IN THE BOONE COUNTY RECORDER'S OFFICE AND THE WEST 135 FEET OF LOT 14 OF THE REEL AT OF LOT 14 OF BELFORD INDUSTRIAL PARK, A SUBDIVISION IN PART OF THE EAST HALF (1/2) OF SECTION 32 AND THE WEST HALF (1/2) OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS AS RECORDED DECEMBER 23, 1974 AS DOCUMENT NO. 74-2773 IN THE BOONE COUNTY RECORDER'S OFFICE. THE ABOVE DESCRIBED PROPERTY CONTAINS 2.023 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS, AGREEMENTS, COUNTY CODES AND/OR ORDINANCES OF RECORD, IF ANY, ALL SITUATED IN THE TOWNSHIP OF BELVIDERE, THE COUNTY OF BOONE AND STATE OF ILLINOIS.

2211 & 2193 HAWKEY DRIVE, BELVIDERE, IL 61008
 PIN: 05-33-100-024 & 05-32-200-033
 AREA = 981.18 SQUARE FEET OR 2023 ACRES MORE OR LESS



NOTE:

1. BEARING AND DISTANCE SHOWN ARE THE RESULT OF A SURVEY BY THE SURVEYOR.
2. CORRECTIONS TO BE MADE TO THE ORIGINAL RECORD SHALL BE MADE BY THE SURVEYOR.
3. THE SURVEYOR'S NAME SHALL BE SHOWN ON THE ORIGINAL RECORD.
4. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY.
5. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE RECORD.
6. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE PLAT.
7. THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE ANNEXATION.

SILVERCRENS ENGINEERING
 201 W. 1st St.
 Cedar Rapids, IA 52401

FOR REVIEW
 CITY OF BELVIDERE
 201 W. 1st St.
 Belvidere, IL 61008



GES
 THE NEXT LEVEL IN SURVEYING
 PROFESSIONAL SURVEYING & ENGINEERING

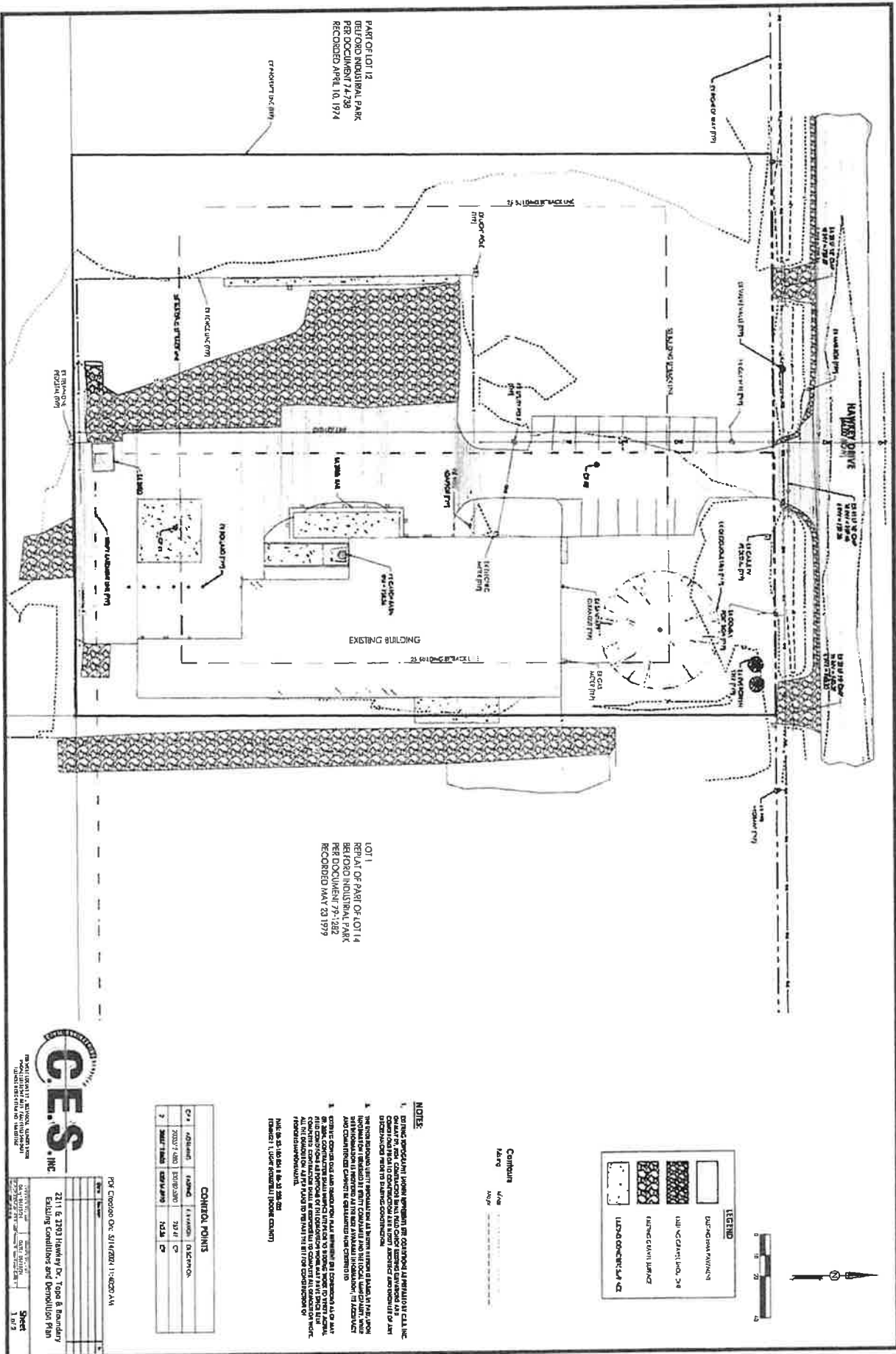
CLIENT: TANNER INDUSTRIES

CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

| | | |
|--------------------------|------------------|-----------------|
| DATE: 04-23-2021 | DRAWN BY: JTB | SHEET: 1 OF 1 |
| PROJECT NUMBER: 2021-001 | DATE: 04-23-2021 | SCALE: AS SHOWN |

EXHIBIT C

SITE PLAN



PART OF LOT 12
 BERFORD INDUSTRIAL PARK
 PER DECREE 74-738
 RECORDED APRIL 10, 1974

LOT 1
 PART OF PART OF LOT 14
 BERFORD INDUSTRIAL PARK
 PER DECREE 75-1282
 RECORDED MAY 20, 1979

| LEGEND | |
|----------|-------------------|
| [Symbol] | EXISTING BUILDING |
| [Symbol] | PROPOSED BUILDING |
| [Symbol] | EXISTING DRIVEWAY |
| [Symbol] | PROPOSED DRIVEWAY |
| [Symbol] | EXISTING EASEMENT |
| [Symbol] | PROPOSED EASEMENT |

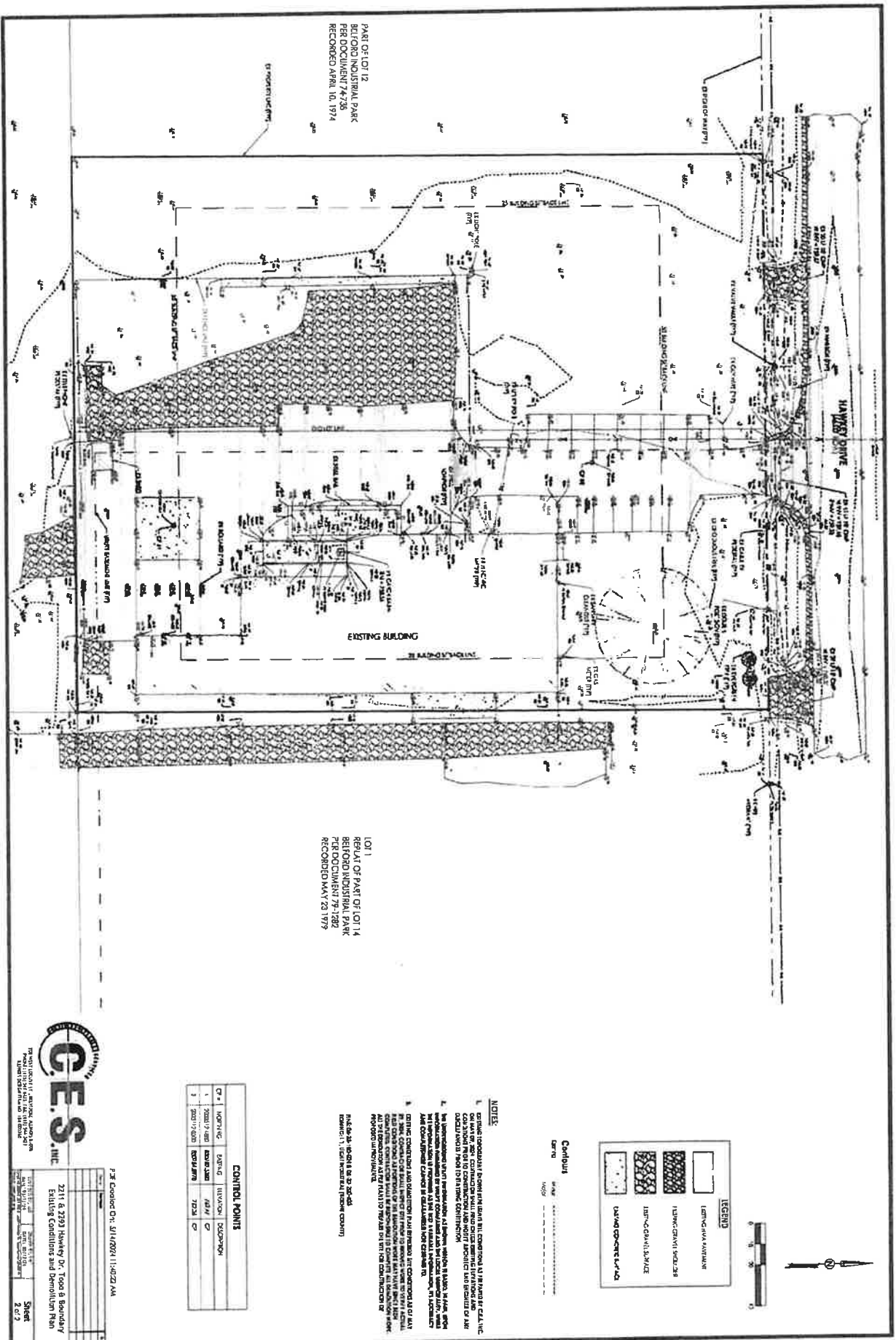
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NOTES:

1. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF BERFORD ZONING ORDINANCES AND ALL APPLICABLE REGULATIONS.
2. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EXISTING LOT BOUNDARIES AND SHALL NOT ENCRUMBER ANY ADJACENT LOT.
3. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EXISTING LOT BOUNDARIES AND SHALL NOT ENCRUMBER ANY ADJACENT LOT.
4. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EXISTING LOT BOUNDARIES AND SHALL NOT ENCRUMBER ANY ADJACENT LOT.

| CONTROL POINTS | |
|----------------|---------------|
| CP 1 | ADJACENT ROAD |
| CP 2 | ADJACENT ROAD |
| CP 3 | ADJACENT ROAD |

GES, INC.
 2111 S. 2103 Highway Dr., Tops & Bottoms
 Existing Conditions and Demolition Plan
 1 of 2



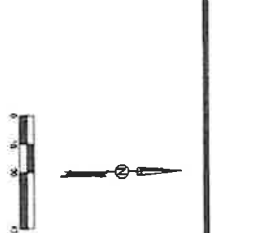
PART OF LOT 12
 BELFORD INDUSTRIAL PARK
 PER DOCUMENT 79-128
 RECORDED APRIL 10, 1974

LOT 1
 PART OF PART OF LOT 14
 BELFORD INDUSTRIAL PARK
 PER DOCUMENT 79-128
 RECORDED MAY 23 1979

- NOTES**
- EXISTING CONDITIONS ARE SHOWN AND ALL CONDITIONS AS SHOWN BY DETAILING. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES OF ALL DOCUMENTS REFERRED TO IN THIS CONTRACT.
 - ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE IN FEET AND INCHES. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS OTHERWISE NOTED.
 - EXISTING CONDITIONS SHALL BE MAINTAINED TO THE EXTENT POSSIBLE. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES OF ALL DOCUMENTS REFERRED TO IN THIS CONTRACT.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES OF ALL DOCUMENTS REFERRED TO IN THIS CONTRACT.

LEGEND

| | |
|----------|--------------------------|
| [Symbol] | EXISTING PAVEMENT |
| [Symbol] | EXISTING GRAVEL DRIVEWAY |
| [Symbol] | EXISTING GRAVEL DRIVEWAY |
| [Symbol] | EXISTING GRAVEL DRIVEWAY |



CONTROL POINTS

| POINT | COORDINATES | DESCRIPTION |
|-------|-------------|-------------|
| 1 | 1000.000 | 1000.000 |
| 2 | 1000.000 | 1000.000 |
| 3 | 1000.000 | 1000.000 |

GES . INC.
 2211 S 2291 Highway Dr., Topeka, KS 66604
 781-842-1111
 FAX 781-842-1112

PROJECT: BELFORD INDUSTRIAL PARK
 SHEET: 2 OF 2

P. J. Gordon, D.R., S.H. 0091, 11-29-22, A.M.

EXHIBIT D

PRELIMINARY SEWER PLAN

Owner(s) shall extend the City owned sanitary sewer main from its current terminus (located at the intersection of Indy Drive and Hawkey Drive) approximately 650 lineal feet to the far West side of the Property at Owner(s) cost pursuant to designs and engineering prepared by Owner(s) and approved by the City. Upon completion, and City acceptance, of the extended sanitary sewer main, the extended sanitary sewer main shall automatically be deemed dedicated to the City of Belvidere. Owner(s) agree to execute any documents necessary to effectuate the dedication.

EXHIBIT E SEWER FEES

Owner(s) shall pay the Sewer Connection Fees and other fees of general applicability at the rate then in effect at the time of the earlier to occur of annexation, issuance of a building permit lot or approval of any Plat of Subdivision or Planned Unit Development. All applicable recapture fees shall be paid immediately upon annexation.

EXHIBIT F
PRELIMINARY WATER DESIGN PLAN
NOT APPLICABLE

EXHIBIT G

WATER FEES

Owner(s) shall pay the Water Connection Fees, and other fees of general applicability at the rate then in effect at the time of the earlier to occur of issuance of a building permit or approval of any Plat of Subdivision or Planned Unit Development. All applicable recapture fees including, but not limited to those imposed by Ordinance 675H, shall be paid immediately upon annexation.

EXHIBIT I

OFFSITE IMPROVEMENTS

**OTHER THAN WATER AND SEWER EXTENSIONS, NOT APPLICABLE AS THE
SUBDIVISION IS ALREADY CONSTRUCTED.**

EXHIBIT J

EXACTION FEE SCHEDULE

The fees identified in this Exhibit, as well as other fees identified in this Agreement, represent the fees in effect at the time of annexation. The Parties agree that the Owner, its assigns and successors shall pay the identified fees at the time of annexation. Owner further agrees that the cash payment and/or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner, its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

- 1) Tornado Siren Planning and Capital Improvements: \$50.00 per acre
- 2) Bike Path Planning and Capital Improvements: \$50.00 per acre
- 3) Well Site/Reservoir Planning and Improvements: \$50.00 per acre
- 4) Sewer System Planning and Expansion: \$50.00 per acre
- 5) Three Percent Inspection Fee: Three Percent of value of public improvements payable prior to release of final plat
- 6) Police, Fire and Public Works: See Attached Schedule
- 7) Intentionally Blank
- 8) IDA Public Library: \$80.00 per lot (per unit in multi-family).
- 9) Storm Water Basin Fee: \$50.00
- 10) Other Basin Fees:
- 11) Owner also agrees to pay such other fees, of general applicability, as set by City ordinance or policy, including but not limited to, building permit fees, connection fees, Fire Inspection Fees etc.
- 12) Owner agrees to pay, upon annexation, any applicable recapture previously adopted by the City or as set forth in this Agreement.

**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 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that these fees may be paid at the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%

POPULATION 23532
Persons per dwelling 2.932

RESIDENTIAL DEVELOPMENT

I. POLICE

| | |
|----------------------|------------------------------|
| General Operations | \$4,858,651.00 |
| 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 | 23,532.00 244.25 |
| CPP X PPD | FIRE IMPACT FEE |
| | \$716.14 per du |

III PUBLIC WORKS

| | |
|----------------------|--------------------------------|
| General Operations | \$186,827.00 |
| Streets | \$1,280,275.00 |
| Street Lighting | \$226,198.00 |
| MFT Expenditures | \$809,632.00 |
| 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 \$1,864.38 per du plus 10% admin Fee if paid at Building permit

COMMERCIAL DEVELOPMENT

Commercial Development Impact Fees are assessed on a per unit basis (i.e., a commercial development with 5 individual stores will pay 5 impact fees. A commercial development in the form of a 4 unit strip mall all under one roof would pay 4 impact fees. For purposes of assessing Commercial Impact Fees, it is assumed that each unit will have the same impact as a single residential unit. Fees shall be paid by the Owner, or his successor, prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that the the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

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

TOTAL COMMERCIAL FEE \$1,864.38 per unit plus 10% admin Fee if paid at Building permit

BELVIDERE SCHOOL DONATION FORMULA

| | Acres/School | Max. Students | Acres/Student |
|--------------------------|--------------|---------------|---------------|
| Elementary School | 18 | 600 | 0.028867 |
| Junior High 7th & 8th | 30 | 900 | 0.033 |
| High School | 70 | 1500 | 0.047 |

| | Acres/School | \$/Acre | \$ per student |
|-------------|--------------|--------------|----------------|
| Elementary | 0.028867 | \$120,000.00 | \$3,200.00 |
| Junior High | 0.033 | \$120,000.00 | \$4,000.00 |
| High School | 0.047 | \$120,000.00 | \$5,600.00 |

STUDENT RATIO/UNIT

| | 1 Bed. \$/Student | Apartment Student/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 \$/Student | Student/Apt. | Fee |
|-------------|-------------------------------|--------------|----------|
| Elementary | \$3,200.00 | 0.086 | \$275.20 |
| Junior High | \$4,000.00 | 0.042 | \$168.00 |
| High School | \$5,600.00 | 0.048 | \$257.60 |
| TOTAL | | | \$700.80 |

| | 3 Bed Apartment \$/Student | Student/Apt. | Fee |
|-------------|-------------------------------|--------------|------------|
| Elementary | \$3,200.00 | 0.234 | \$748.80 |
| Junior High | \$4,000.00 | 0.123 | \$492.00 |
| High School | \$5,600.00 | 0.118 | \$680.80 |
| TOTAL | | | \$1,901.60 |

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

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

| | 2 Bed S.F. Detached \$/Student | Student/Apt. | Fee |
|-------------|-----------------------------------|--------------|----------|
| 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 |
| TOTAL | | | \$739.20 |

| | 3 Bed S.F. Detached \$/Student | Student/Apt. | Fee |
|-------------|-----------------------------------|--------------|------------|
| 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 \$/Student | Student/Apt. | Fee |
|-------------|------------------------------------|--------------|------------|
| Elementary | \$1,873.33 | 0.530 | \$886.86 |
| Junior High | \$4,000.00 | 0.298 | \$1,192.00 |
| High School | \$5,600.00 | 0.360 | \$2,016.00 |
| TOTAL | | | \$4,094.86 |

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

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

- 1) No hazardous materials, as defined by the Occupational Safety & Health Administration, or relevant state or federal law, shall be stored or used on the Property.
- 2) All storage, parking, driveways and drive lanes shall comply with the City of Belvidere municipal code and shall be hard surfaced.
- 3) Owner shall not be required to install sidewalks as referenced in Section 7 above.

City: City of Belvidere,
an Illinois Municipal Corporation

by: 
Mayor

ATTEST:


City Clerk

OWNERS:

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

By: Tanner Industries LLC.

By: 
Its: VP

Subscribed and Sworn to
before me this 3RD day.
of JULY, 2024.

Edward J. Colfer

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Edward J. Colfer, Notary Public
Bucks County
My commission expires June 24, 2026
Commission number 1274950
Member, Pennsylvania Association of Notaries

L

PLANNED DEVELOPMENT

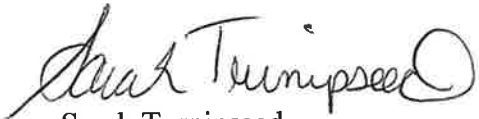
Any future development of subdivision of the Property shall only occur pursuant to a Planned Development approved by the City.

AFFIDAVIT

STATE OF ILLINOIS)
)
COUNTY OF BOONE)

Sarah Turnipseed, first being duly sworn on oath deposes and says as follows:

By authority of the City Council of the City of Belvidere, Illinois, I published Ordinance #686H of the City of Belvidere, Illinois, in pamphlet form on August 6, 2024, and as a convenience for the public; I posted the pamphlet form of Ordinance #686H on the bulletin board in the lobby of Belvidere City Hall at 401 Whitney Blvd., Belvidere, Illinois; said location being readily accessible to the public during business hours of the City Clerk's office.



Sarah Turnipseed
City Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
this 6th day of August, 2024.



Notary Public