

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #694H

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN THE CITY OF BELVIDERE AND DEER HILLS LLC AND LANDMARK DEVELOPMENT INC.

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 4TH DAY OF NOVEMBER 2024.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 7th DAY OF NOVEMBER 2024.

Published in Pamphlet Form this 7th day of November.

ORDINANCE #694H

AN ORDINANCE AUTHORIZING THE EXECUTION OF A
SETTLEMENT AGREEMENT BETWEEN THE
CITY OF BELVIDERE AND
DEER HILLS LLC AND LANDMARK DEVELOPMENT Inc.


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

Section 1: The Mayor is hereby authorized and directed to execute, and the
City Clerk is directed to attest, the Settlement Agreement
between the City of Belvidere and Deer Hills LLC and
Landmark Development Inc., a copy of which is attached hereto
as Exhibit A.

Section 2: 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 4th day of November, 2024

Approved:


Clinton Morris, Mayor

Attest:


Erica Bluege, City Clerk

Ayes: Albertini, Brereton, Frank, Gramkowski, McGee, Peterson and Stevens.

Nays: None.

Absent: Fleury, Freeman and Mulhall.

Date Passed: November 4, 2024

Date Approved: November 7, 2024

Date Published: November 7, 2024

This Settlement Agreement is entered into this ____ day of ____ between the City of Belvidere (the City), Landmark Development, Inc., and Deer Hills LLC to resolve litigation currently pending in the Circuit Court of the 17th Judicial Circuit, Boone County, Illinois. Deer Hills LLC and Landmark Development Inc. may be jointly referred to herein as Defendants.

Now therefore in consideration of the mutual covenants and requirements contained within this Settlement Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) The litigation at issue relates to an annexation agreement entered into between Landmark Development Inc., Chicago Title Land Trust Company as Trustee under Trust #1065970 (the Trust) and the City of Belvidere (the 2005 Annexation Agreement) and property that is legally described in the Complaint pertaining to this Settlement Agreement. Deer Hills LLC is the current fee simple owner of a portion of the property subject to the 2005 Annexation Agreement. The portion of the property owned by Deer Hills LLC is known herein as the Deer Hills Property and is described in the proposed annexation agreement attached as Exhibit B.
- 2) As a condition precedent to the City's obligations under this Settlement Agreement, Defendants, with cooperation from the City, shall cause to be annexed to the City sufficient intervening parcels as described in the attached Exhibit A (the Parcels) to allow annexation of the Deer Hills Property to the City as well as the actual annexation of the Deer Hills Property. Annexation of the Deer Hills Property shall occur on or before December 31, 2024 or this Settlement Agreement shall be null and void without prejudice to any party.
- 3) Upon satisfaction of the condition precedent in paragraph 2, and on the condition that Defendants shall be granted the dismissal contemplated herein, Defendants shall assign all of their rights and interest to a certain recapture agreement entered into between the City and Landmark on or about October 1, 2009 and recorded in the office of the Boone County Recorder as document number 2010R00526 (the Recapture Agreement). Defendants warrant and represent to the City that the Recapture Agreement does not serve as collateral for any obligation of Defendants and is not subject to any lien nor pledged or hypothecated to any third party in any manner nor is it subject to any judgment lien.
- 4) Some of the Parcels referenced in section 2 above and Exhibit A may be obligated to make payment under the Recapture Agreement. Therefore, to facilitate annexation of those Parcels, the Parties agree that any amount owed under the Recapture Agreement for a Parcel annexed to the City to satisfy Defendants' obligations under paragraph 2 of this Agreement shall be waived with respect to that Parcel upon satisfaction of the condition precedent in paragraph 2.
- 5) The City shall cooperate with Defendants in obtaining annexation of the Parcel(s) necessary to establish contiguity of the Deer Hills Property by promptly taking such actions reasonably necessary to accomplish the intent of this Settlement Agreement, including, but limited to, entering into annexation agreements and annexing those Parcels in a timely fashion.
- 6) Defendants agree and understand that Illinois law and City ordinances require public notice, a hearing and an ordinance to effectuate annexation and annexation agreements. As such,

annexation agreements and petitions to annex for the Parcels and the Deer Hills Property must be on file with the City Clerk of the City no later than December 1, 2024. In order to facilitate annexation of those Parcel(s) the City agrees to waive standard annexation fees, excluding publication costs, for the Parcel(s) annexed to satisfy Defendants' obligations under paragraph 2 of this Settlement Agreement as well as agreeing that development impact fees will not increase during the term of the new annexation agreements.

- 7) As a condition precedent to the City's obligations under this Settlement Agreement, Defendants shall enter into a new annexation agreement for the Deer Hills Property described in the annexation agreement attached hereto as Exhibit B and shall annex the Deer Hills Property to the City immediately upon contiguity. Defendants' obligations to enter the agreement and annex are voidable in the event that Defendants are not otherwise entitled to a dismissal.
- 8) As consideration for this Settlement Agreement Defendants agree that footnotes 1, 2, and 3 of Exhibit J of the 2005 Annexation Agreement as they relate to Defendants, the City and the property that is the subject of the 2005 Annexation Agreement are null and void. Similarly, the Defendants' obligation to dedicate land to the City of Belvidere, Belvidere Township Park District, and the Boone County Conservation District set forth in footnotes 1, 2, and 3 of Exhibit J as well as Exhibit H of the 2005 Annexation Agreement are null and void.
- 9) Promptly upon annexation of the Deer Hills Property to the City and assignment of the Recapture Agreement, the City will file a motion to dismiss with prejudice the cause of action commonly known as 2023 CH 10 and Defendants' obligation to reconstruct Beaver Valley Road under the 2005 Annexation Agreement and the Road Agreement shall be deemed satisfied and released. This Settlement Agreement does not relieve Owner(s) of any obligations to develop Beaver Valley Road and the intersection of Beaver Valley Road and US Route 20, as well as other obligations, that arise pursuant to any future development or the new annexation agreement provided for in paragraph 7 above. This Settlement Agreement further does not relieve Defendants of any other obligation under the 2005 Annexation Agreement including, but not limited to, an obligation to annex property upon contiguity to the City of Belvidere.

By: The City of Belvidere

By: Landmark Development Inc.

By: _____
Mayor Clinton Morris

By: _____

Its: _____

By: Deer Hills LLC

By: _____

Its: _____

EXHIBIT A

- 1) The Dotzler Property 1500 US Route 20 Belvidere IL 61008 PIN 05-20-176-008 consisting of 10.51 acres +/-.
- 2) The Rigeman Property 1639 US Route 20 Belvidere IL 61008 PIN 05-20-400-001 consisting of 49 acres +/-.

EXHIBIT B

THE DEER HILLS PROPERTY

2024 Annexation Agreement

WE WILL NEED TO INSERT THE AGREEMENT. BELOW IS THE LEGAL FROM THE ASSESSOR'S OFFICE. I
WOULD PREFER A BETTER LEGAL

PIN 05-20-200-013 consisting of 71 .15 acres +/-

20-44-3 NE 1/4 S OF CL BEAVER CREEK (EX HARBOUR AT BEAVER CREEK SUB) & (EX BEG
NW COR LT 1 THE HARBOUR AT BEAVER CREEK, S 210.8', SWLY 131.45', SWLY 421.14',
SWLY 621.41', S 479.35', SWLY ALG CUR TO LEFT 80.24', (RAD 500'), W 207.59', N 107.65',
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118.87', NELY 89.07', NELY 97.27', NELY 59.48', NELY 106.81', NELY 86.12', NELY 103.68', NELY
90.58', NELY 58', NELY 72.46', NELY 48.68', E 56.03', SELY 105.12', SELY 102.12', NELY 31.67',
NELY 69.69', NELY 68.41', NELY 106.6', NELY 99.55', SELY 69.33', NELY 59.36', NELY 84.67',
NELY 45.93', N 101.62', NWLY 66.15', W 55.98', SWLY 86.72', NWLY 36.21', NWLY 40.22', E
307.2' TO POB) & (EX PT FOR ROW)

ANNEXATION AGREEMENT

This Agreement is made and entered into _____, _____,
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone
County, Illinois (The "City"), Landmark Development Inc. (Landmark) and Deer Hills LLC.
Collectively Landmark and Deer Hills LLC may be referred to as the "Owner(s)".

WITNESSETH:

Whereas, The Deer Hills LLC is the holder of 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 Landmark is an affiliate of Deer Hills LLC and it's development partner;"
and

Whereas, the Property is/was subject to an annexation agreement dated June 5, 2005
between the City of Belvidere, Landmark Development Inc., and Chicago Title and Land Trust
Company under Trust #1065970 in accordance with Ordinances 724G which agreement will
expire on June 5, 2025; and

Whereas, Owner(s) and City desire that the Property continue to be subject to an
annexation agreement with the City of Belvidere to provide for the continuation of the
applicability of City ordinances and services and to ensure annexation at such time as the
property becomes contiguous to the City of Belvidere; 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 not contiguous to the corporate limits of the City; 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, Owner(s) acknowledge executing a petition to annex the Property to the City of Belvidere and agree that the City may rely upon such petition for annexation to allow annexation of the Property to the City without further action of the Owner(s) or their successors in interest in the Property at such time after the Property becomes contiguous to the City; and

Whereas, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by Owner(s) and 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 Mayor and City Council of the City of Belvidere have, by a vote of two-thirds of the corporate authorities now holding office, directed the Mayor to execute, and the City Clerk to attest, this agreement on behalf of the City; and

Whereas, the City has determined that the annexation of the Property to the City on the terms and conditions hereinafter set forth serves the best interests of the City, will extend the corporate limits and jurisdiction of the City, will permit orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City; and

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

Now, Therefore, in consideration of the mutual covenants herein made and pursuant to the provisions of section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1) Owner, 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. Owner(s) agree to file, prior to, or at the time of approval of this Agreement, a petition for annexation and that the City may rely upon said petition to annex the property at such time as the Property becomes contiguous to the City. Owner(s) further agree to execute any and all documents and take all actions necessary to effectuate annexation to the City at such time as the Property becomes contiguous to the City, including but not limited to re-execution of any petition for annexation if the City so requests.

3. City Zoning. The City and Owner(s) agree that the Property was zoned in accordance with Ordinances adopted contemporaneous with the 2005 Annexation Agreement, including but not limited to, 725G, 726G, 727G, 728G, and 806G (the Zoning Ordinances). Any land use ordinances adopted by the City and relating to the Property subsequent to the 2005 Annexation Agreement shall also be deemed Zoning Ordinances. The Zoning Ordinances, all ordinances previously adopted by the City and relating to the Property, any subsequent amendment to the City of Belvidere Zoning Code (Chapter 150 of the City of Belvidere Municipal Code) and all variances, special use ordinances or other zoning actions taken by the City subsequent to adoption of Ordinance 724G shall continue to apply to the Property during the term of this Agreement and after annexation. 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 subject to plans and specifications to be reasonably approved by the City.

5. Water Service. The City will allow Owner(s) to extend and connect to the City-operated water main system subject to plans and specifications to be reasonably approved by the City.

6. Plats of Subdivision. Approval of this Annexation Agreement shall not be construed or interpreted as an approval of any Preliminary Plat or the Final Plat of Subdivision.

A. No structure or building shall be constructed within a ~~such~~ one-hundred-year flood plain without specific written consent of the City.

B. Owner agrees that, notwithstanding anything else in this Agreement and notwithstanding any prior approval of any preliminary plat, the City Council may deny any final plat approval if it determines that the proposed development would be contrary to the public health or welfare.

7. 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 .

8. 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.

9. 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.

10. Indemnification: The Parties agree that the Owner(s) shall indemnify, defend and hold the City harmless from any damages, claims, or causes of action which are in any way related to their activities in developing the Property, excepting those negligent or intentional acts of the City. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act. Further, Owner shall maintain comprehensive liability insurance, of types and amounts, reasonably acceptable to the City with an insurance carrier with a Bests rating of A or better. Owner shall cause the City to be named as an additional insured on such insurance policy at no cost to the City.

11. 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. If the

Owner(s) does not pay any fee or cost provided in this Agreement, the City may withhold the issuance of building permits until payment is received.

12. 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.

13. 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.

14. 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.

15. 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:

With a Copy to:

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.

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

17. 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.

18. 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. Owners agree to record this Agreement at the Boone County Recorders office immediately upon its execution.

19. 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.

20. 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.

21. 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 Clinton Morris

ATTEST:

City Clerk

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

By: _____

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

Notary Public

EXHIBIT LIST

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

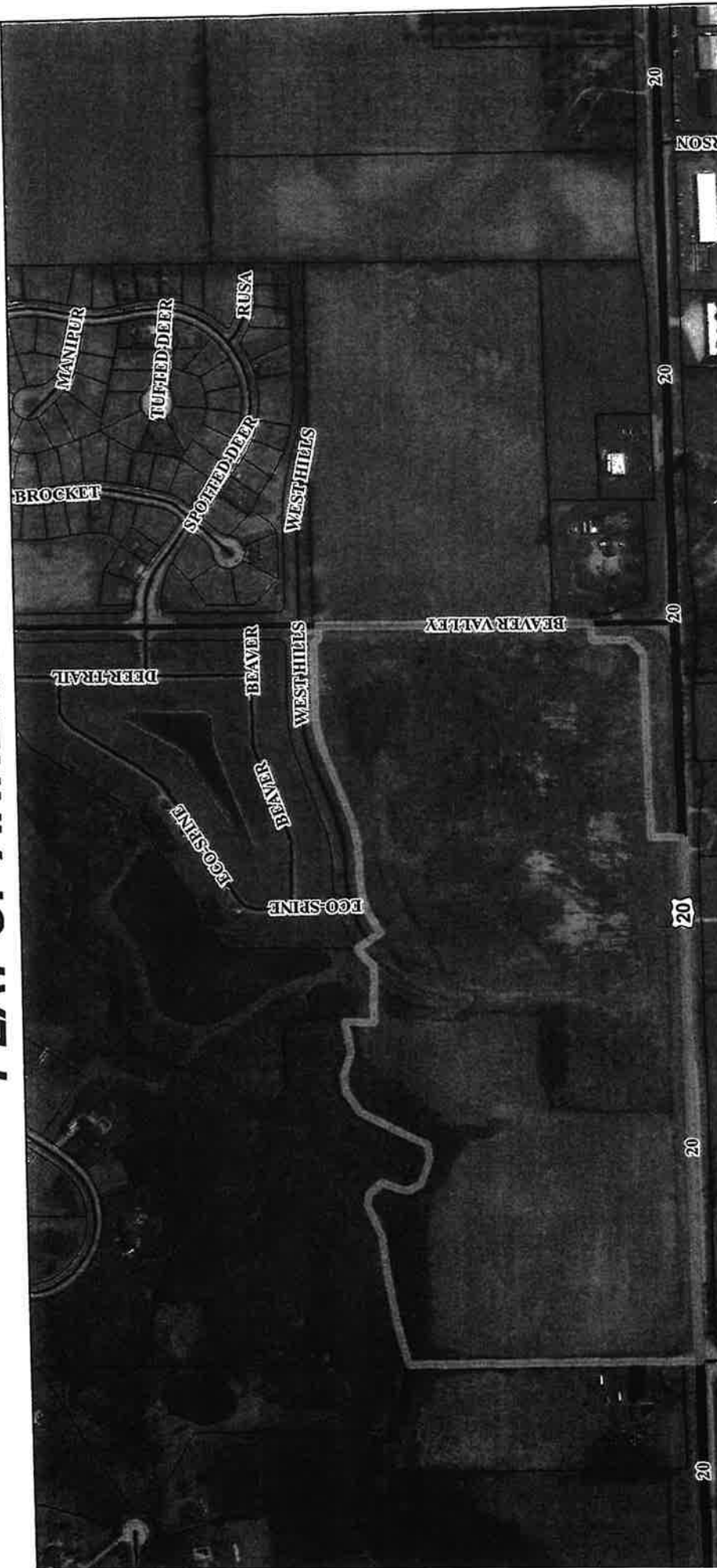
EXHIBIT A
LEGAL DESCRIPTION

20-44-3 NE 1/4 S OF CL of the Beaver Creek (EX HARBOUR AT BEAVER CREEK SUB) & (EX BEG NW COR LT 1 THE HARBOUR AT BEAVER CREEK, S 210.8', SWLY 131.45', SWLY 421.14', SWLY 621.41', S 479.35', SWLY ALG CUR TO LEFT 80.24', (RAD 500'), W 207.59', N 107.65', NELY 81.23', N 84.27', NWLY 71.39', W 193.92', NWLY 84.95', NWLY 65.19', NELY 73.6', NELY 118.87', NELY 89.07', NELY 97.27', NELY 59.48', NELY 106.81', NELY 86.12', NELY 103.68', NELY 90.58', NELY 58', NELY 72.46', NELY 48.68', E 56.03', SELY 105.12', SELY 102.12', NELY 31.67', NELY 69.69', NELY 68.41', NELY 106.6', NELY 99.55', SELY 69.33', NELY 59.36', NELY 84.67', NELY 45.93', N 101.62', NWLY 66.15', W 55.98', SWLY 86.72', NWLY 36.21', NWLY 40.22', E 307.2' TO POB) & (EX PT FOR ROW).

PIN 05-20-200-013

EXHIBIT B
ANNEXATION PLAT

PLAT OF ANNEXATION



LEGAL DESCRIPTION: 20-44-3 NE 1/4 S OF CL BEAVER CREEK (EX HARBOUR AT BEAVER CREEK SUB) & (EX BEG NW COR LT 1 THE HARBOUR AT BEAVER CREEK, S 210.8', SWLY 131.45', SWLY 421.14', SWLY 621.41', S 479.35', SWLY ALG CUR TO LEFT 80.24', (RAD 500'), W 207.59', N 107.65', NELY 81.23', N 84.27', NWLY 71.39', W 193.92', NWLY 84.95', NWLY 65.19', NELY 73.6', NELY 118.87', NELY 89.07', NELY 97.27', NELY 59.48', NELY 106.81', NELY 86.12', NELY 103.68', NELY 90.58', NELY 58', NELY 72.46', NELY 48.68', E 56.03', SELY 105.12', SELY 102.12', NELY 31.67', NELY 69.69', NELY 68.41', NELY 106.6', NELY 99.55', SELY 69.33', NELY 59.36', NELY 84.67', NELY 45.93', N 101.62', NWLY 66.15', W 55.98', SWLY 86.72', NWLY 36.21', NWLY 40.22', E 307.2' TO POB) & (EX PT FOR ROW).
 PIN 05-20-200-013

EXHIBIT C

SITE PLAN

INTENTIONALLY BLANK

EXHIBIT D
PRELIMINARY SEWER PLAN
INTENTIONALLY BLANK

EXHIBIT E SEWER FEES

Owner shall pay the Sewer Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any Final Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Sanitary Sewer system, in which case the applicable fee will be the fee in place at the time of connection.

EXHIBIT F
PRELIMINARY WATER DESIGN PLAN
INTENTIONALLY BLANK

EXHIBIT G

WATER FEES

Owner shall pay the Water Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any Final Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Water system, in which case the applicable fee will be the fee in place at the time of connection.

EXHIBIT H
PRELIMINARY PLAT

INTENTIONALLY BLANK

EXHIBIT I
OFFSITE IMPROVEMENTS

SEE EXHIBIT K

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 final plat approval at the then current rates, or, if the City agrees, at the time of building permit at the then current rates. 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) Land/Cash Fees, including School, Park District Conservation District, Police, Fire and Public Works Fees Pursuant to the attached schedules.
- 8) IDA Public Library: \$80.00 per lot (per unit in multi-family).
- 9) Storm Water Basin Fee: \$80.00 per acre
- 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

BELVIDERE SCHOOL DONATION FORMULA

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

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

STUDENT RATIO/UNIT

	1 Bed. \$/Student	Apartment Student/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	Apartment 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	0.046	\$257.60
TOTAL			\$700.80

	3 Bed Apartment \$/Student	Apartment 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	\$660.80
TOTAL			\$1,901.60

	1 Bed S.F. Attached \$/Student	Apartment 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	Apartment 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	Apartment 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	Apartment 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	Apartment 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	Apartment 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	Apartment Student/Apt.	Fee
Elementary	\$1,673.33	0.530	\$886.86
Junior High	\$4,000.00	0.298	\$1,192.00
High School	\$5,600.00	0.360	\$2,016.00
TOTAL			\$4,094.86

	5 Bed. S.F. Detached \$/Student	Apartment 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

CURRENT

POLICE FIRE PUBLIC WORKS
ANNEXATION IMPACT FEES

The following impact fees shall be assessed on a per dwelling unit (DU) basis in all Annexations resulting in the subdivision of land. Fees are based upon the cost of operating each department divided by total population and multiplied by the anticipated impact of the development. Fees shall be paid by the Owner, or his successor prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that these fees may be paid at the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

POPULATION 23532
Persons per dwelling 2.932

RESIDENTIAL DEVELOPMENT

I. POLICE

General Operations	\$4,856,651.00	
Capital Funds	\$373,214.00	
Building Fund	\$750,000.00	
PSB Expenses	\$538,772.00	
sub total	\$6,518,637.00	
Total Expenditures /	Population = Cost Per Person	
\$6,518,637.00	23532	\$277.01
CPP x PPD	POLICE IMPACT FEE	
	\$812.20 per du	

II FIRE

General Operations	\$3,172,653.00	
Capital Funds	\$575,000.00	
Building Fund	\$2,000,000.00	
sub total	\$5,747,653.00	
Total Expenditures /	Population = Cost Per Person	
5,747,653.00	23,532.00	244.25
CPP X PPD	FIRE IMPACT FEE	
	\$716.14 per du	

III PUBLIC WORKS

General Operations	\$166,627.00	
Streets	\$1,280,275.00	
Street Lighting	\$226,198.00	
MFT Expenditures	\$809,832.00	
Capital Funds	\$214,000.00	
sub total	\$2,696,932.00	
Total Expenditures /	Population = Cost Per Person	
\$2,696,932.00	\$23,532.00	\$114.61
CPP x PPD	PUBLIC WORKS IMPACT FEE	
	\$336.03 per due	

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

COMMERCIAL DEVELOPMENT

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

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

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

**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

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

- 1) The Parties agree that footnotes 1, 2, and 3 of Exhibit J of the 2005 Annexation Agreement as they relate to Landmark Development Inc., Deer Hills LLC, the City and the Property that is the subject of this Annexation Agreement are null and void. Similarly, the Owner(s)' obligation to dedicate land to the City of Belvidere, Belvidere Township Park District, and the Boone County Conservation District set forth in footnotes 1, 2, and 3 of Exhibit J as well as Exhibit H of the 2005 Annexation Agreement are null and void.
- 2) The Parties to this Annexation Agreement agree that the Owner(s) under this Agreement shall construct West Hills Blvd. in substantial conformance with the Preliminary Plat previously approved in Resolution 892-2005 and the reasonable requirements of the City and the Illinois Department of Transportation. However, the parties agree that West Hills Blvd. shall extend to Distillery Road as extended and as shown on the Preliminary Plat referenced above over what is referenced as Deer Hills Drive. Construction of West Hills Blvd. shall be performed in conjunction with and as a part of final plat approval for any part of the Property and shall be complete within eighteen (18) months of final plat approval.
- 3) Owner(s) shall also, in conjunction with the final plat approval for any part of the Property, construct improvements, including, but not limited to signalization turning lane modifications, to the proposed intersection of Distillery Road and US Route 20. Construction of said improvements shall be complete within eighteen (18) months of final plat approval pursuant to design standards based upon the ultimate development of the Property and pursuant to the City's ordinances (including but not limited to its subdivision ordinance regardless of whether

the Property is subdivided) as well as the requirements of the Illinois Department of Transportation.

- 4) Owner(s) shall, in conjunction with the final plat approval for any part of the Property, construct improvements including, but not limited to signalization turning lane modifications to the proposed intersections of West Hills Blvd. and Beaver Valley Road and Beaver Valley Road and US Route 20. Construction of said improvements shall be complete within eighteen (18) months of final plat approval pursuant to design standards based upon the ultimate development of the Property and pursuant to the City's ordinances (including but not limited to its subdivision ordinance regardless of whether the Property is subdivided) as well as the requirements of the Illinois Department of Transportation.
- 5) The City and Owner(s) may agree, in writing, to allow the phasing of the construction of West Hills Blvd. as well as the intersection improvements referenced above and therefore an extension of the eighteen (18) month period to complete construction after final plat approval.
- 6) Landmark's obligation to improve Beaver Valley Road set forth in Exhibit I(A) of the 2005 Annexation Agreement shall be satisfied pursuant to the Settlement Agreement referenced below. Owner(s) shall, in conjunction with the final plat approval for any part of the Property, construct improvements to Beaver Valley Road adjacent to the Property. Construction of said improvements shall be complete within eighteen (18) months of final plat approval pursuant to design standards based upon the ultimate development of the Property and pursuant to the City's ordinances (including but not limited to its subdivision ordinance regardless of whether the Property is subdivided) as well as the requirements of the Illinois Department of Transportation.
- 7) The Parties acknowledge that Owner(s) previously installed water and sewer mains in the Property which were intended to be dedicated to the City after final plat approval for the

Property. Owner(s) shall dedicate said water and sewer mains, and easements related thereto, to the City upon request by the City. Prior to dedication, the City and Owner(s) may require verification of the location and condition of the water and sewer mains and the City may require repair or replacement of the water and sewer mains prior to dedication and acceptance.

8) The Parties acknowledge litigation involving the 2005 Annexation Agreement commonly known as City of Belvidere v Landmark Development Inc. et al. 2023 CH 10 pending in the Circuit Court of Boone County Illinois. The Parties agree that entry into this Annexation Agreement is partial consideration of the settlement of that cause of action. The Parties hereto have or will also enter into a settlement agreement (the Settlement Agreement) with respect to the litigation. Any term of the Settlement Agreement that directly conflicts with a term contained in this Agreement or the 2005 Annexation Agreement shall control and be binding upon the parties to the Settlement Agreement.

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: _____

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

Notary Public

EXHIBIT L

PLANNED COMMUNITY DEVELOPMENT CONCEPT

The Property shall only be developed pursuant to the Preliminary Plat approved by Resolution 892-2005 or pursuant to a Planned Unit Development approved by the City.

AFFIDAVIT

STATE OF ILLINOIS)
)
COUNTY OF BOONE)

Erica Bluege, 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 #694H of the City of Belvidere, Illinois, in pamphlet form on November 7, 2024 and as a convenience for the public; I posted the pamphlet form of Ordinance #694H 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.



Erica Bluege
City Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
this 7th day of November, 2024.



Notary Public

