

City of  
Belvidere



DocId:8095138  
Tx:4081618

2024R02843  
JULIE A. BLISS  
BOONE COUNTY CLERK & RECORDER  
RECORDED ON  
07/23/2024 02:52 PM  
Number of Pages: 35  
REC FEE 47.00

July 22, 2024

I, Sarah Turnipseed, Belvidere City Clerk, hereby certify that the attached is a true and accurate copy of Ordinance #683H – An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere and Belvidere Township Park District.

Sarah Turnipseed  
City Clerk  
City of Belvidere, Illinois

**Return to:**

City of Belvidere  
Sarah Turnipseed, Belvidere City Clerk  
401 Whitney Blvd.  
Belvidere, IL 61008

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #683H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY  
OF BELVIDERE AND BELVIDERE TOWNSHIP PARK DISTRICT

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 1<sup>ST</sup> DAY OF JULY 2024.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 2<sup>ND</sup> DAY OF JULY, 2024

Published in Pamphlet Form this 12<sup>th</sup> day of July, 2024.

ORDINANCE #683H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT BETWEEN THE  
CITY OF BELVIDERE AND  
BELVIDERE TOWNSHIP PARK DISTRICT

- 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, Belvidere Township Park District 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 1<sup>st</sup> day of July, 2024

Approved:

  
Clinton Morris, Mayor

Attest:

  
Sarah Turnipseed, City Clerk

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

Nays: None.

Absent: None.

Date Passed: July 1, 2024

Date Approved: July 2, 2024

Date Published: July 12, 2024

**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 #683H of the City of Belvidere, Illinois, in pamphlet form on July 12, 2024, and as a convenience for the public; I posted the pamphlet form of Ordinance #683H 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 12<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Notary Public

## **ANNEXATION AGREEMENT**

This Agreement is made and entered into July 2, 2024 by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County, Illinois (The "City") and the Belvidere Township Park District (The "District" or "Owner").

### **WITNESSETH:**

Whereas, The District is the holder 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, the City desires that the District annex the Property to the City to facilitate the expansion of its boundaries and the annexation of additional territory that is also subject to an annexation agreement; and

Whereas, the District is willing to assist the City by annexing the Property to the City; and

Whereas, District 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 District has executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the City and has caused the same to be filed with the City; and

Whereas, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by District and a public hearing of the Mayor and City Council of the City of Belvidere was convened and properly conducted on July 1, 2024, 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 District desires that the retain the Rural Holding (RH) zoning, but may if the District so chooses, re-zone the Property in the future; 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

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 after this Agreement is authorized, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.
3. City Zoning. Upon annexation, the District and City agree that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. Further, the District 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 the District to extend and connect the Property to the City-operated sanitary sewer system according to design plan and specifications reasonably acceptable to the City. Prior to commencing construction, the District 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. The District shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. The City agrees to waive all City required permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy with respect to the District's future repairs, improvements and modifications with respect to the Property.

5. Water Service. The City will allow the District to extend and connect to the City-operated water main system to the Property according design plans and specifications reasonably acceptable to the City. Prior to commencing construction, the District 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. The District shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. The City agrees to waive all City required permit, inspection, tap-on,

connection, recapture, basin, and other fees as required by City ordinance, resolution or policy with respect to the District's improvements and modifications to the Property.

6. Plats of Subdivision. Except as otherwise set forth herein, the District agrees that all construction on the Property will be in accordance with the Belvidere Municipal Code, including but not limited to the City's Building Codes, Subdivision Codes and Zoning Codes, as amended and in effect at the time of issuance of building permit or other relevant permit. The District shall be allowed to seek final approval (provided the Final Plat comports with the Preliminary Plat) for those portions of the Property, and shall not be required to submit a Final Plat of the Property as one unit, but may submit for approval in accordance with the ordinances of the City and in conformance with the phasing plan as approved by the City. 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. The District further agrees that no lot lines in any Plat of Subdivision will be within any one-hundred year flood plain boundary, as determined by the most recent F.E.M.A. Flood Boundary and Floodway Map, as amended, and as authorized by the City of Belvidere. No structure or building shall be constructed within such one-hundred year flood plain without specific written consent of the City.

B. The District agrees that, unless provided otherwise herein, this Agreement shall not be considered as approval of any preliminary or final plat.

7. Drainage. If the District develops the Property, it 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.

8. Fees.

A. This section 8 is only applicable to a successor owner of the Property if the District transfers the Property to a new owner.

B. 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.

C. 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 .

9. Legal, Engineering, and Planning Costs. This section 9 is only applicable to a successor owner of the Property if the District transfers the Property to a new owner. Owner agrees to reimburse the City for reasonable attorneys' fees, planning consultants, engineering consultant's fees and costs and any other professional costs incurred by the City in connection

with the annexation, Annexation Agreement, zoning, platting and development of the Property including, but not limited to the time of in-house staff. Similarly, Owner agrees to pay the City's costs of enforcing this agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement. Owner agrees to deposit with the City the initial non-refundable sum of \$5,000.00. For any amount over the \$5,000.00 deposit, the City will bill Owner monthly for the above referenced costs.

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

11. Indemnification: This section 11 is only applicable to a successor owner of the Property if the District transfers the Property to a new owner. 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.

12. Maintenance:

A. This section 12 is only applicable to a successor owner of the Property if the District transfers the Property to a new owner.

B. Winter Maintenance. Until the streets in any platted phase of the Property are accepted by the City, the City shall have no obligation to keep them plowed of ice and snow. It is agreed that for any platted phase that shall be or is likely to be occupied, in whole or in part, between November 15 and April 30 of the following year, the City, will remove ice and snow from paved road surfaces (dedicated right of way not yet accepted by the City) within such phases, under the same terms and conditions it maintains other rights of way, and the Owner shall reimburse the City for the cost of said removal at the City's then current labor and equipment rates which shall be provided by the Public Work's Department. Owner(s) agree to indemnify, defend and hold the City harmless from any claims for damage (either to the person or to property) arising out of such maintenance, accepting any claims solely arising from willful or wanton actions by the City. Reimbursement shall be made within 30 days of demand.

C. General Maintenance. Until the streets in any platted phase of the Property are dedicated to and accepted by the City, it shall be the responsibility of the Owner/Builder and/or Developer to regularly remove all rubbish, refuse, building materials, mud soil and other debris, from the streets, police and remove all construction debris blown offsite on adjoining property, and leave the streets in a clean state, free of any such refuse, building materials, mud, soil or other debris, at the end of construction activities on each day. All property and premises shall be maintained in a clean, safe and sanitary condition free of the accumulation of any debris, rubbish, discarded building materials and other items. Building materials to be used in the construction of a building may be stored upon the lot upon which the building is to be erected. However, the building materials shall only be stored in a safe, clean and orderly manner. The Owner/Builder and/or Developer shall place the entire property, including but not limited to any lot under construction, in a safe, clean and orderly manner at the end of each construction day. If, in the

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

13. Ordinances. The parties acknowledge that upon execution of this Annexation Agreement or upon annexation, the Property shall be subject to the ordinances and codes of the City of Belvidere. The City agrees that in no event shall such codes or ordinances be applied in a manner that prohibits the District from operating the Property for purposes authorized by State law and the District's own ordinances and regulations. Further, notwithstanding any City code or ordinance to the contrary, the District will not be required to pave any vehicle parking area or driveway nor be required to provide curb and gutter or lighting. If a successor owner of the Property seeks to operate or develop the Property, all of the City's codes shall be deemed to apply to such use, operation or development.

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

15. 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.

16. Costs, Expenses, and Fees. The City agrees to waive all 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.

17. 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.

18. 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:                   Ms. Jennifer Jacky  
Executive Director  
Belvidere Township Park District  
1006 Lincoln Ave.  
Belvidere, IL 61008

With a Copy to:               Michael Scheurich  
Guyer & Enichen P.C.  
2601 Reid Farm Rd.  
Suite B

Rockford, Illinois 61114

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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

The Belvidere Township Park District

By: 

President Daniel Noble

ATTEST:

By: 

Mary Marquardt, Secretary

**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**

## Legal Description

## Tract A

The North  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, excepting therefrom all that part lying northwesterly of the centerline of the Beaver Creek and further excepting therefrom the north 575.00 feet of the east 265.15 feet of said Southwest  $\frac{1}{4}$ . Subject to the rights of the public and the State of Illinois in and to those portions used, taken or dedicated for public road purposes. Situated in the County of Boone and the State of Illinois.

Dated this 5<sup>th</sup> day of January, 2007

Order No. 23026

**Legal Description**

**Tract B**

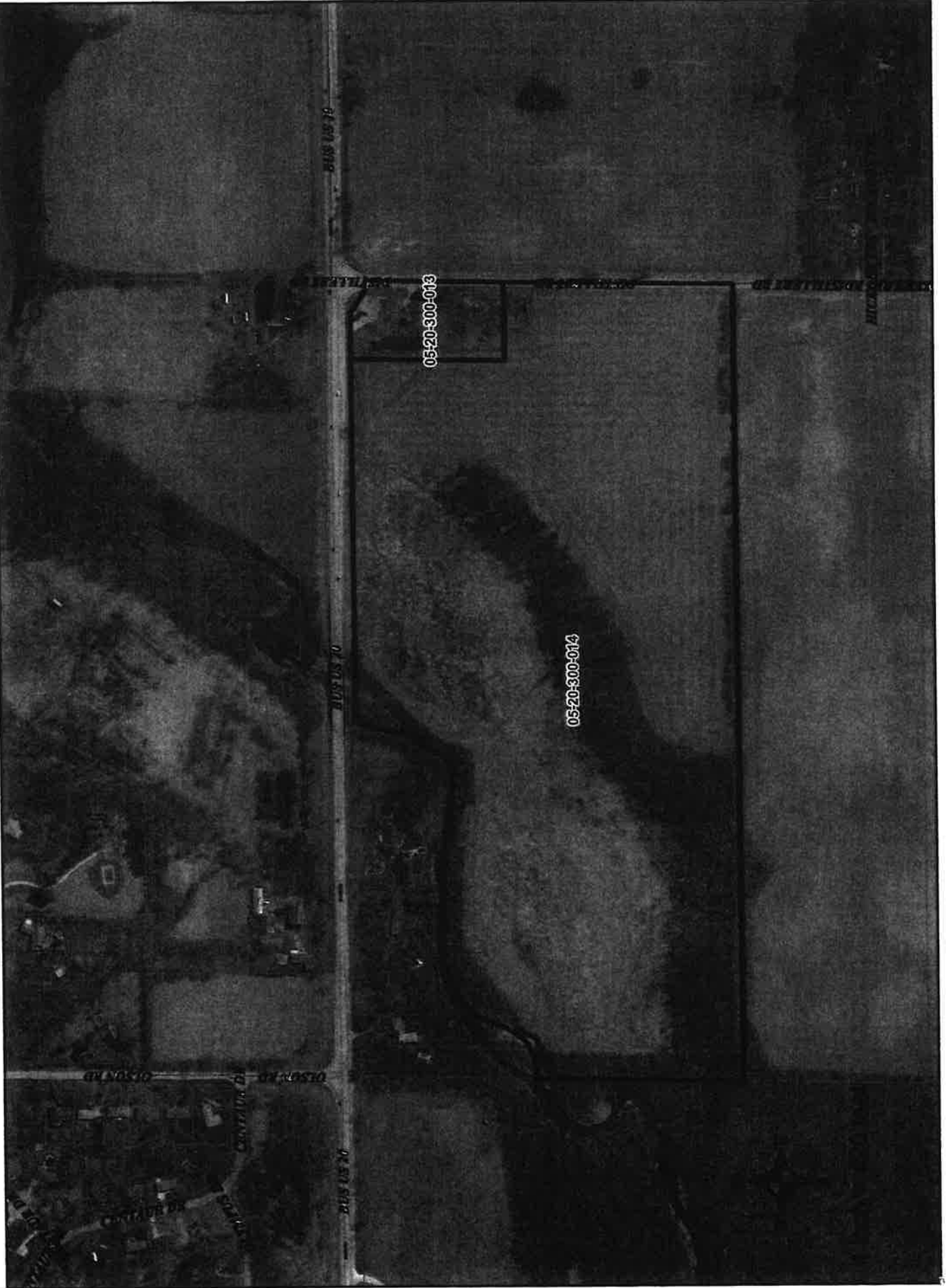
The north 575.00 feet of the east 265.15 feet of the North ½ of the Southwest ¼ of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian. Subject to the rights of the public and the State of Illinois in and to those portions used, taken or dedicated for public road purposes. Situated in the County of Boone and the State of Illinois.

Dated this 5<sup>th</sup> day of January, 2007

Order No. 23026

**EXHIBIT B**  
**ANNEXATION PLAT**

## Plat of Annexation



# **EXHIBIT C**

## **SITE PLAN**

**NOT APPLICABLE**



**EXHIBIT D**  
**PRELIMINARY SEWER PLAN**  
NOT APPLICABLE

## **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 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. The current rates are attached for reference only. See Exhibit K waiving fees for the District.

**EXHIBIT F**  
**PRELIMINARY WATER DESIGN PLAN**  
**NOT APPLICABLE**

## **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 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. The current rates are attached for reference only. See Exhibit K, waiving fees for the District.

**EXHIBIT H**

**PRELIMINARY PLAT**

**NOT APPLICABLE**

**EXHIBIT I**  
**OFFSITE IMPROVEMENTS**  
**NOT APPLICABLE**

## **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 fees contained in this Exhibit J, shall not apply to the District who is deemed exempt from such fees. The fees contained in this Exhibit J may be assessed against successor owners of the Property. 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.



## **EXHIBIT K**

### **MODIFICATIONS TO STANDARD AGREEMENT**

1) As consideration for the District entering into this Annexation Agreement and annexing the Property, the City agrees to waive the following fees for the District only with respect to the annexed territory. The fees will not be waived for successors in interest to the Property:

a) All fees traditionally assessed by the City with respect to the Property for an annexation, including but not limited to, annexation fees (Belvidere Municipal Code 15-10), cost of public notices (Municipal Code 15-11), costs of recording (Belvidere Code 15-13), Annexation Impact Fees (Municipal Code 15-25).

b) Connection fees with respect to the Property, excluding direct costs (water meters etc.), imposed pursuant to Chapter 114 of the Belvidere Municipal Code for the connection to the City's water or sewer utilities so long as the connection is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity. The City also agrees to waive connection fees, excluding direct costs (water meters etc.), imposed pursuant to Chapter 114 of the Belvidere Municipal code for the connection of potable water and sanitary sewer facilities to be located at Sunstrand Park (Newburg Road) so long as the connection is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity.

c) Recapture fees due and owing the City of Belvidere for extension or expansion of the City's water or sewer utilities for the Property, so long as the action that would necessitate payment of a recapture fee is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity.

d) Building permit fees for the construction of any structures by the District on the Property so long as the permit is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity.

e) Zoning fees associated with an application by the District for a map amendment, variance, subdivision or planned unit development so long as the application is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity.

2) The City and District agree that while the Property will be subject to the City's Municipal Code and ordinances, the Property will be exempt from any such Code or ordinance to the extent necessary for the District to engage in its lawful governmental functions. The District, but not successor owners of the Property, shall be specifically exempt from Articles, 6, 7, and 10 of the City's Zoning Code (Chapter 150).

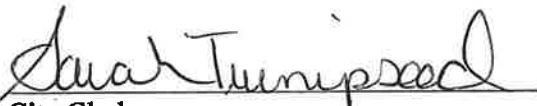
- 3) The City agrees that it will participate with the District on a fifty percent basis in the construction of a handicap accessible multi use path at Bob's Park located in the City of Belvidere.
- 4) The City agrees to repair, the damaged, as of the date of this Agreement, existing potable water main and drinking fountain located at Bob's Park.
- 5) In the event Newburg Road is widened adjacent to Sunstrand Park, the City agrees that a right turn lane will be added at the entrance to Sunstrand Park if it is warranted by a traffic engineering study.
- 6) The City will cooperate with the District by installing, on behalf of the District, Guide Signs directing motorists to District facilities, within the City's right-of-way but only in conformance with applicable law and the Uniform Traffic Control Manual. The District shall be responsible for the cost of purchasing the Guide Signs.

City: City of Belvidere,  
an Illinois Municipal Corporation

by: 

Mayor

ATTEST:

  
City Clerk

The Belvidere Township Park District

By: 

President Daniel Noble

ATTEST:

By:   
Mary Marquardt, Secretary

**EXHIBIT L**  
**PLANNED COMMUNITY DEVELOPMENT CONCEPT**  
**NOT APPLICABLE**