

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #726H

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

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 2ND DAY OF JUNE 2025.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 9TH DAY OF JUNE 2025.

Published in Pamphlet Form this 10th day of June 2025.

ORDINANCE #726H

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

WHEREAS, the City of Belvidere previously authorized execution of a settlement agreement between the City of Belvidere and Landmark Development Inc. and Deer Hills LLC as Ordinance #694H approved November 7, 2024; and

WHEREAS, the November 7, 2024 Settlement Agreement was never executed; and

WHEREAS, in conjunction with Ordinance 694H, the Corporate Authorities of the City of Belvidere also approved ordinance 695H being an ordinance authorizing the execution of an annexation agreement between the City of Belvidere and Deer Hills LLC and Landmark Development Inc which was also never executed; and

WHEREAS, the Corporate Authorities now wish to approve a new settlement agreement relating to litigation between the City of Belvidere and Landmark Development Inc. and Deer Hills LLC.

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

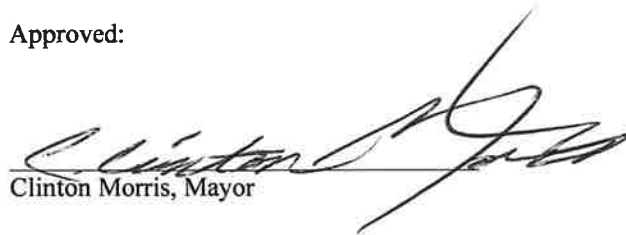
SECTION 1: Ordinances 694H and 695H are hereby repealed and held for naught.

SECTION 2: 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 3: This Ordinance shall be in full force and effect from and after its passage. 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.

Passed by the City Council of the City of Belvidere, Illinois this 2nd day of June, 2025

Approved:


Clinton Morris, Mayor

Attest:


City Clerk

Ayes: Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski
and McGee.
Nays: None.
Absent: Hoiness.

Date Passed: June 2, 2025
Date Approved: June 10, 2025
Date Published: June 10, 2025

This Settlement Agreement is entered into this 4th day of June, 2025 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 attached Exhibit B as PIN 05-20-200-013.
- 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, shall annex Deer Hills Property and shall cause the annexation of Harbour and its out lots. A plat and legal description of all properties required to be annexed is attached hereto and incorporated herein as Exhibit B. These annexations must be acted on by the Belvidere City Council or before June 9, 2025. Further, Defendants agree, prior to June 9, 2025 to cause the execution and filing with the City Clerk of petitions to annex two out lots owned by Deer Hills Residential Inc. and commonly known as PIN 05-16-351-001, PIN 05-21-101-001, PIN 05-21-104-018, and PIN 05-16-352-019. These petitions to annex may not be withdrawn after filing with the City Clerk.
- 3) Upon satisfaction of the condition precedent in paragraph 2, Defendants shall assign to the City all of their right, title 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) The intervening Parcel referenced in section 2 above and Exhibit A may be obligated to make payment under the Recapture Agreement. Therefore, to facilitate annexation of the Parcel, the Parties agree that any amount owed under the Recapture Agreement for the 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, annexing those Parcels in a timely fashion.

- 6) Defendants agree and understand that Illinois law and City ordinances require public notice and an ordinance to effectuate annexation and annexation agreements. As such, petitions to annex for the Parcels and the Deer Hills Property must be on file with the City Clerk of the City in a timely manner to allow annexation on or before June 9, 2025. 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.
- 7) As a condition precedent to the City's obligations under this Settlement Agreement, Defendants shall annex or cause the annexation of the Parcels identified in Exhibit B as set forth in paragraph 2.
- 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 any owner, at the time of future development, of any obligation to develop Beaver Valley Road and the intersection of Beaver Valley Road and US Business Route 20, as well as other obligations, that arise pursuant to such future development. 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.

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By: The City of Belvidere

By: Landmark Development Inc.

By:


Mayor Clinton Morris

By:



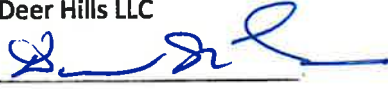
Its:

Secretary/ Director

By:

Deer Hills LLC

By:



Its:

Member

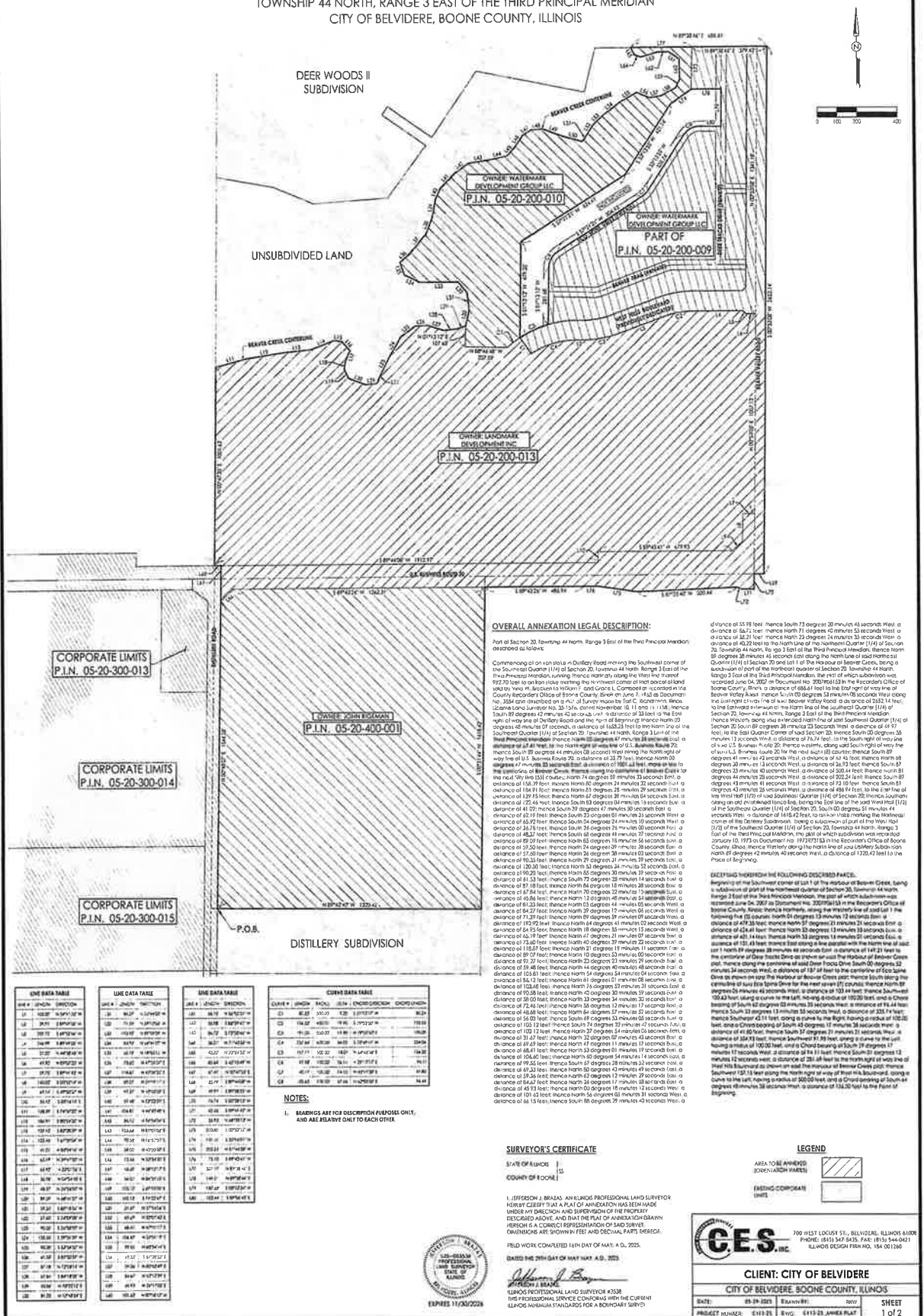
EXHIBIT A

- 1) The Rigeman Property 1639 US Route 20 Belvidere IL 61008 PIN 05-20-400-001 consisting of 49 acres +/-.**

EXHIBIT B

LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 20,
TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 20,
TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS



LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 20,
TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

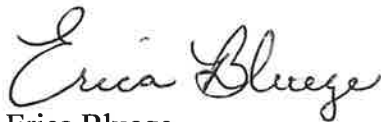
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AFFIDAVIT

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 #726H of the City of Belvidere, Illinois, in pamphlet form on June 10, 2025 and as a convenience for the public; I posted the pamphlet form of Ordinance #726H 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 10th day of June, 2025.



Notary Public

