

City of
Belvidere



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JULIE A. BLISS

BOONE COUNTY CLERK & RECORDER

RECORDED ON

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Number of Pages: 29

REC FEE

49.00

July 24, 2025

I, Erica Bluege, Belvidere City Clerk, herby certify that the attached is a true and accurate copy of Ordinance #730H – An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere, Black Hawk Reserve LLC, and Contry Homes LLC.

Erica Bluege

City Clerk

City of Belvidere, Illinois

Prepared By and Return To:

Erica Bluege, City Clerk

401 Whitney Blvd.

Belvidere, IL 61008

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #730H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY
OF BELVIDERE, BLACK HAWK RESERVE LLC, AND CONTRY HOMES LLC

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 21TH DAY OF JULY 2025.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 23TH DAY OF JULY 2025.

Published in Pamphlet Form this 23th day of July 2025.

ORDINANCE #730H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT BETWEEN THE
CITY OF BELVIDERE, BLACK HAWK RESERVE LLC, AND
CONTRY HOMES LLC

- WHEREAS, The City of Belvidere (the City) is authorized to enter into annexation agreements for properties that are both contiguous and non-contiguous to the City of Belvidere; and
- WHEREAS, Black Hawk Reserve LLC and Contry Homes LLC are the owners (the Owners) of record with respect to certain territory (the Territory) that is legally described in the Annexation Agreement (the Agreement) which is incorporated herein by this reference; and
- WHEREAS, the Owners are 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 to enter into an Annexation Agreement pertaining to the annexation of the Territory; and
- WHEREAS, The Corporate Authorities desire to approve the Annexation Agreement and authorize its execution pursuant to the City's home rule powers.
- NOW, THEREFORE, be it ordained by the City Council of the City of Belvidere, Boone County, Illinois, as follows:

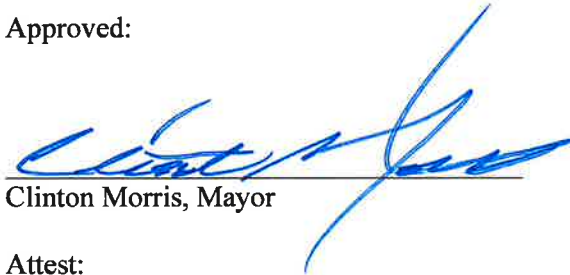
- Section 1: The foregoing recitals are incorporated herein by this reference.
- Section 2: The Mayor is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement between the City of Belvidere and the Owners, a copy of which is attached hereto as Exhibit A and incorporated herein. The Clerk is directed to file and record this Ordinance, the Annexation Agreement, 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 21nd day of July, 2025

Approved:


Clinton Morris, Mayor

Attest:


Erica Bluege, City Clerk

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

Nays: None.

Absent: None.

Date Passed: July 21, 2025

Date Approved: July 23, 2025

Date Published: July 23, 2025

ANNEXATION AGREEMENT

This Agreement is made and entered into July 23, 2025,
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone
County, Illinois (The "City"), Black Hawk Reserve LLC, 6551 E. Riverside Blvd. Ste. 111
Rockford, IL 61114 and Contry Homes Group LLC, 6551 E. Riverside Blvd. Ste 111, Rockford,
IL 61114 ("Owner(s) or Owner").

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 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, the Property is 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, 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 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 at the time the Property becomes contiguous 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. Further, the City may rely upon this Agreement as a Petition for Annexation at such time as the Property becomes contiguous to the City without further action. 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(s) 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. If the Property is improved with a residential dwelling unit at the time this Agreement is approved, the Property may continue to utilize sanitary sewer service in accordance with the City of Belvidere Municipal Code for the term of this Agreement at the same rates as paid by City residents. If the Property is vacant and un-improved (no residential dwelling unit on the Property) at the time this Agreement is executed (hereinafter Vacant), the Owner(s) may connect the Property to the City's sanitary sewer system in

conjunction with construction of a residential dwelling unit pursuant to permits issued by the City of Belvidere Building Department. Upon application for a building permit, a vacant property Owner(s) 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. If the Property fails to annex after becoming contiguous, or if it fails to become contiguous during the term of this Agreement, the City may, but is not obligated to, immediately charge water and sewer rates consistent with its rates for users located outside the corporate limits of the City.

5. Water Service. If the Property is improved with a residential dwelling unit at the time this Agreement is approved, the Property may continue to utilize City water service in accordance with the City of Belvidere Municipal Code for the term of this Agreement at the same rates as paid by City residents. If the Property is Vacant at the time this Agreement is executed, the Owner(s) may connect the Property to the City's water sewer system in conjunction with construction of a residential dwelling unit pursuant to permits issued by the City of Belvidere Building Department. Upon application for a building permit, the Vacant property Owner(s) 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. If the Property fails to annex after becoming contiguous, or if it fails to become contiguous during the term of this Agreement, the City may, but is not obligated to, immediately charge water and sewer rates consistent with its rates for users located outside the corporate limits of the City.

6. Plats of Subdivision. Except as otherwise set forth herein, 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.

A. If the Property is subdivided in the future, the Owner(s) further agrees that no lot line in the 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.

7. Fees.

A. If a residential lot is Vacant as of the date of this Agreement, as a condition of this Agreement, Owner(s) agrees to pay and/or donate, or cause to be paid and/or donated cash contributions as set forth on Exhibit E which is incorporated herein by reference. The City agrees that if the lot is already improved with a single-family residence, as of the date of this Agreement, then the fees set forth in Exhibit E have already been paid for that lot. Owner(s) agree that the public entity receiving a cash payment and/or donation as identified on Exhibit E may use the cash and/or donation for any public purpose. Owner(s) further agree 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(s), their 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(s) agree 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(s), 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. Ordinances. The Owner(s) 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.

9. 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.

10. 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 an ordinance by the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest.

11. Costs, Expenses, and Fees. Prior to, or immediately upon, 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.

12. 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.

13. 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(s):

With a Copy to: *COUNTRY HOMES L.L.C.
6551 E. RIVERSIDE BLVD. SUITE 111
ROCKFORD IL 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.

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

15. 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.

16. 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. Owner(s) agree that the City will record this Agreement at the Boone County Recorder's office immediately upon its execution.

17. Term of Agreement. This Agreement shall be binding upon the Parties and their respective successors and assigns for the term of thirty (30) 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 (30) year term is in derogation of state law as applied to non-home rule units and that the thirty (30) 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 (20) year annexation agreement then the statutory term of twenty-years shall be applied.

18. 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.

19. Disconnection. 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

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BY: Black Hawk Reserve LLC

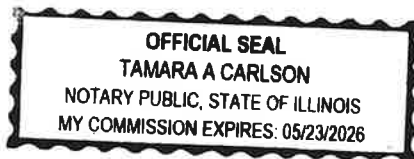
By: [Signature]

Its: MEMBER

Subscribed and Sworn to
before me this 30th day.
of May, 2025.

[Signature]

Notary Public



By: Contry Homes Group LLC

By: [Signature]

Its: OWNER

Subscribed and Sworn to
before me this 30th day.
of May, 2025.

[Signature]

Notary Public

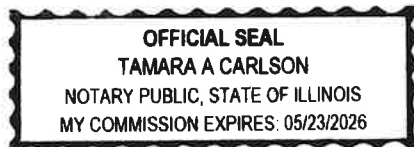


EXHIBIT A

LEGAL DESCRIPTION

The parties agree that each separate parcel may be annexed separately at the time said parcel becomes contiguous to the City of Belvidere.

4324 RUSA TRL BELVIDERE, IL 61008

PIN: 05-21-104-016

Lot 16 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4300 RUSA TRL BELVIDERE, IL 61008

PIN: 05-21-104-017

Lot 17 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

322 BROCKET TRL BELVIDERE, IL 61008

PIN: 05-21-101-006

Lot 89 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

336 BROCKET TRL BELVIDERE, IL 61008

PIN: 05-21-101-003

Lot 92 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4454 SPOTTED DEER TRL BELVIDERE, IL 61008

PIN: 05-21-104-010

Lot 10 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16,

2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4483 SPOTTED DEER TRL BELVIDERE, IL 61008
PIN: 05-21-102-038

Lot 41 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4396 MANIPUR CT BELVIDERE, IL 61008
PIN: 05-21-102-026

Lot 56 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4432 MANIPUR CT BELVIDERE, IL 61008
PIN: 05-21-102-024

Lot 58 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4458 MANIPUR CT BELVIDERE, IL 61008
PIN: 05-21-102-023

Lot 59 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4484 MANIPUR CT BELVIDERE, IL 61008
PIN: 05-21-102-022

Lot 60 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4475 MANIPUR CT BELVIDERE, IL 61008

PIN: 05-21-102-021

Lot 61 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4453 MANIPUR CT BELVIDERE, IL 61008

PIN: 05-21-102-020

Lot 62 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4507 SPOTTED DEER TRL, IL 61008

PIN: 05-21-102-037

Lot 40 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

356 WHITETAIL TRL BELVIDERE, IL 61008

PIN: 05-21-102-013

Lot 69 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

368 WHITETAIL TRL BELVIDERE, IL 61008

PIN: 05-21-102-001

Lot 71 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

372 WHITETAIL TRL BELVIDERE, IL 61008

PIN: 05-21-102-002

Lot 72 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half

(1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4558 MUNTJAC TRL BELVIDERE, IL 61008
PIN: 05-16-351-008

Lot 96 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4574 MUNTJAC TRL BELVIDERE, IL 61008
PIN: 05-16-351-007

Lot 97 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4571 MUNTJAC TRL BELVIDERE, IL 61008
PIN: 05-16-351-004

Lot 100 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4553 MUNTJAC TRL BELVIDERE, IL 61008
PIN: 05-16-351-003

Lot 101 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4469 TUFTED DEER CT., BELVIDERE, IL 61008
PIN: 05-21-102-032

Lot 50 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4457 TUFTED DEER CT. BELVIDERE, IL 61008

PIN: 05-21-102-031

Lot 51 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, in the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

The Tracts are a part of the Territory described in and subject to an Annexation Agreement dated June 15, 2005 and recorded in the Boone County Recorder's Office as document 05R08552. Owners desire that this additional described territory also be annexed to the City and as such also Petition, in addition to their own Tract, that the entirety of the described Territory be annexed to the City. Owners agree that the City may annex their Tract as an individual Tract or as a part of a greater Territory consisting of some or all of the Territory described in the 2005 Annexation Agreement.

EXHIBIT B
ANNEXATION PLAT
NA

EXHIBIT C SEWER FEES

Owner(s) 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 the earlier to occur of issuance of a building permit for a specific lot or approval of any Plat of Subdivision or Planned Unit Development.

EXHIBIT D

WATER FEES

Owner(s) 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 the earlier to occur of issuance of a building permit for a specific lot or approval of any Plat of Subdivision or Planned Unit Development.

EXHIBIT E

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(s), 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(s) 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(s), 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(s) 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(s) 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.

**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	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			
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			
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			
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			
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			
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			
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			
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
			\$739.20

3 Bed S.F. Detached			
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			
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			
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	\$3,172,853.00
Capital Funds	\$575,000.00
Building Fund	\$2,000,000.00
sub total	\$5,747,853.00
Total Expenditures /	Population = Cost Per Person
5,747,853.00	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	\$809,832.00
Capital Funds	\$214,000.00
sub total	\$2,696,932.00
Total Expenditures /	Population = Cost Per Person
\$2,696,932.00	\$23,532.00 \$114.81
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 FI **\$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

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 #730H of the City of Belvidere, Illinois, in pamphlet form on July 23, 2025 and as a convenience for the public; I posted the pamphlet form of Ordinance #730H 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

Erica Bluege
City Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
this 23rd day of July, 2025.

Abigail Vance

Notary Public

