

04 R11012

FILED FOR RECORD
BOONE COUNTY, IL.

2004 SEP 16 PM 3: 33

Sylvia E. Schroeder

BOONE COUNTY RECORDER

ORDINANCE NO. 612
AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT

WHEREAS, it is in the best interest of the Village of Poplar Grove, Boone County, Illinois, that a certain Annexation Agreement pertaining to the property known as Concept Development, LLC, an Illinois limited liability company, be entered into; and

WHEREAS, the Owners, Donnie M. and Beverly Johnson, are the legal owners of record of the territory which is the subject of said Agreement, and the Developer, Concept Development, LLC, an Illinois limited liability company, as the Developer are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; 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 and amendment to an annexation agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF POPLAR GROVE, BOONE COUNTY, ILLINOIS, AS FOLLOWS:

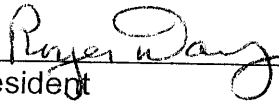
SECTION 1: That the President be and he is hereby authorized and directed, and the Village Clerk is directed to attest, a document known as "Annexation Agreement" dated August 9, 2004 as to property between the Village and Donnie and Beverly Johnson as Owners, and Concept Development, LLC, as Developer consisting of 22 pages, plus exhibits, is made a part hereof.

SECTION 2: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this ordinance, are hereby repealed.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

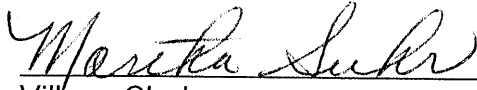
PASSED by the Village Board of Trustees of the Village of Poplar Grove, Illinois, this 9th day of August, 2004.

Approved:



President

ATTEST:



Village Clerk

AYES: 6 _____

NAYS: 0 _____

ABSENT: 0 _____

ABSTAIN: 0 _____

Date Approved: 16 August, 2004.

Date Published: _____, 2004.

SPONSOR: _____

Prepared by: And Return to:
TOBIN & RAMON
530 South State Street, #200
Belvidere, IL 61008
(815) 544-0316

F:\WPFILES\Zoning.anx\C\2004\ConceptDevelopment.Ordinance.authorexec.Aug4.wpd

EXHIBIT A

LEGAL DESCRIPTION

The East Half (1/2) of the Northwest Quarter (1/4) and the East Half (1/2) of the Southwest Quarter (1/4) EXCEPTING THEREFROM the South 1064.7 feet of the East 380.0 feet of the East Half (1/2) of the Southwest Quarter (1/4), all in Section Thirty-six (36), Township Forty-five (45) North, Range Three (3) East of the Third (3rd) Principal Meridian, situated in Boone County, Illinois.

04 R11012

ANNEXATION AGREEMENT

This Agreement made and entered into this 9 day of Aug, 2004, between the VILLAGE OF POPLAR GROVE, an Illinois Municipal corporation located in Boone County, Illinois (hereinafter referred to as the "Village") and DONNIE M. JOHNSON and BEVERLY JOHNSON, husband and wife (hereinafter collectively referred to as the "Owner") and CONCEPT DEVELOPMENT, LLC, an Illinois Limited Liability Company, (hereinafter collectively referred to as the "Developer") (hereinafter collectively referred to as the "Owners").

W I T N E S S E T H:

WHEREAS, the Owners are the record Owners of that certain unincorporated land (hereinafter referred to as "Property") comprising approximately 150 acres of land in unincorporated Boone County described on Exhibit "A" attached hereto and being a part of the Property identified on the Annexation Map attached as Exhibit "B" attached hereto; and

WHEREAS, Owner and the Village (hereinafter collectively referred to as "Parties" and individually referred to as "Party") desire to enter into this Agreement pursuant to the provisions of 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 along with other real property to be annexed simultaneously with the property is contiguous to the corporate limits of the Village and can be legally annexed to the Village in accordance with currently applicable statutes and ordinances at this time; and

WHEREAS, the Owner has executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the Village and have caused the same to be filed with the Village; and

WHEREAS, a proposed Annexation Agreement, in substance and form substantially the same as this Agreement, was submitted to the Village by Owner and a public hearing of the President and Village Board of the Village of Poplar Grove was convened and properly conducted on July 6, 2004 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 Village 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 Village; and

WHEREAS, the Owner desires that the Property be zoned as D-1 Residential District zoning under the Village Code of Ordinances of the Village of Poplar Grove, Illinois (Chapter 8 *et seq.*), upon annexation of the Property to the Village; and

WHEREAS, the Village acknowledges that such zoning and subsequent use of the Property under such zoning classification, upon development, would be compatible with the planning and zoning objectives of the Village; and

WHEREAS, the Village acknowledges that the D-1 Residential District classification under the Village Code of Ordinances of the Village of Poplar Grove, Illinois (Chapter 8 *et seq.*), as currently amended is the most appropriate classification for the Property. Notwithstanding that until development of the Property occurs its use will continue to be agricultural and related activities; and

WHEREAS, the President and Village Board of the Village of Poplar Grove have duly considered all necessary petitions to enter into the Agreement and have further duly considered the terms and provisions of this Agreement; and

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

WHEREAS, the President and Village Board of Trustees of the Village of Poplar Grove have, by a vote of two-thirds of the corporate authorities now holding office, directed the President to execute, and the Village Clerk to attest to this Agreement on behalf of the Village;

NOW, THEREFORE, in consideration of the mutual covenants herein made and pursuant to the provisions of the Illinois Municipal Code, Owner and Village 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, 1992, 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 Village. Promptly after this Agreement is fully executed, the Village Board of Trustees shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement. Prior to the adoption of such an ordinance, Owner shall prepare for signature by the Village a map of annexation in a form approved by the Village attorney and in accordance with Illinois law, depicting the territory subject to this Agreement and legally described in Exhibit A. Said map must be approved by the Village Attorney before the Village Board of Trustees will schedule the annexation of the territory to be annexed.

3. Village Zoning. Upon annexation, the Village will adopt an ordinance to confirm the zoning of the Property described in Exhibit "A" as D-1 Residential District pursuant to Section 8-1-5F of the Poplar Grove Zoning Ordinance.

4. Subdivision Approval. Preliminary and Final Plats of Subdivision may be submitted by the Owner for any portion of the Property during the term of this Agreement. The Concept Plan attached as Exhibit E is approved by the Village and it is agreed that will be the basis for any Preliminary and Final Plat. Such plats shall be promptly considered by the Village Board of Trustees and other officials. Exhibit C is a concept of the development of the subdivision in accordance with the D-1 regulations of the Village Zoning Ordinance. If a final plat of subdivision is not approved, the Owner shall be notified, without unreasonable delay, in what ways such final plat is not in conformity with this Agreement or the applicable Village Codes and Ordinances applicable to the Property.

5. Sanitary Sewer Service. The Village will permit Owner to connect to and use the Village owned, operated and maintained sanitary sewer line.

The Owner shall have the right to connect to and to use the sanitary sewer service upon payment of a connection fee of Four Thousand Two Hundred Dollars (\$4,200.00) per connection. Of that amount, Two Thousand Five Hundred Dollars (\$2,500.00) shall be deemed to be the connection fee, and One Thousand Seven Hundred Dollars (\$1,700.00) toward capacity for a Sewer Expansion Project. It is agreed that prior to servicing the Subject Property, that the Village will need to initiate a Sewer Expansion Project. The Sewer Expansion Project may include construction of a regional lift station and off site forced main together with the plan expansion. The Sewer Expansion Project when completed shall bring the sewer line properly sized to the property and provide sufficient capacity for the Owner's development. The Village and Owner shall reasonably cooperate to coordinate the design so as to maximize the utility of the sanitary sewer line. At such time as the Owner is

desirous of extending the sewer to the Property and the Owner may either individually or in concert with other desired recipient of sewer services fund the Sewer Expansion Project to the extent that the Owner funds up front money by way of a construction account draw for the Sewer Expansion Project. The Owner shall be entitled to a credit for sewer hook-ups using One thousand Seven Hundred Dollar (\$1,700.00) or such other number as the Parties reasonably agree based on actual plan expansion cost. The Village represents that upon completion of the Sewer Expansion Project there will be sufficient capacity to serve the Owner's development.

In the event that the Owner contributes more to the cost of the Sewer Expansion Project than the number of lots for which he has a use for sewer hook-ups, the Owner shall be entitled to recapture or at his option bank credit for subsequent lot hook-ups based on the parties' above figures.

6. Water Service. The Village will permit Owner to connect to the Village owned, operated and maintained water main upon payment of the connection fee in the sum of One Thousand Five Hundred Dollars (\$1,500.00) for each connection.

7. Dedications of Right-of Way and Grants of Easement. The Village at the request of the Owner, shall grant to the Owner such construction and maintenance utility easements over, under, across or through property owned or controlled by the Village appropriate for the development of the Property in accordance with the provisions of this Agreement, any approved preliminary plat or any approved final plat of subdivision for any development phase of the Property. The Owner shall dedicate rights-of-way and grant easements to the Village over portions of the Property, for purposes of constructing and maintaining the utility and roadway improvements which are required from time to time to effectuate the development of the Property. The locations of such rights-of-way and easements, and the form of all documents dedicating such rights-of-way and creating such easements shall be mutually satisfactory to the Parties in the exercise of their reasonable discretion.

In the event the Owner is unable to obtain utility or roadway easements or rights-of-way over, under, across or through property not owned by or under the Village's control which may be necessary or appropriate for the development of the Property, the Village shall use, at the cost of the Owner on conditions acceptable to the Owner and to the full extent permitted by law, its statutory condemnation powers to secure such easements and rights-of-way. All costs and expenses, including attorney, engineer, appraisal and expert witness fees, incurred by the Village in the condemnation of such easements and rights-of-way on behalf of the Owner shall be paid by the Owner.

8. Open Space/Detention. The Owner's Concept Plan provides for open space of approximately 37 acres along the creek and adjoining property and for an open landscaped area to the Southwest corner of the property so as to compliment the adjoining Poplar Grove Airport landing pattern on Runway 17 and the departure on Runway 35. The development plans also provide storm water detention areas as required by current Village Codes and Ordinances. The Owner shall construct and maintain such open space and/or storm water detention areas at the sole expense of the Owner or alternatively such area may be conveyed to a property owner's association or any other governmental unit which accepts the conveyance of such areas for their intended uses and purposes. The Village shall have no obligation to maintain these facilities without the Village's written consent.

9. Land Donation/Contribution/Fees. The Owner agrees to pay the impact fee imposed by Village Ordinance from time to

time for school purposes. A copy of the existing fee schedule is attached as Exhibit D. The Owner also agrees to pay the impact fee assessed on behalf of the Boone County Conservation District. These fees are exclusive and no other cash in lieu of land donations, land donation, impact or other such fees and/or charges shall be imposed.

10. Signage. Owner shall have the right to have signage in addition to that allowed by the Village ordinances as follows:

11. Models. The Owner shall have the right, subject to Village approval, of drawings and specifications and to construct and maintain at all times a sales office or no more than three (3) model complexes at one time in the development relating to the construction or marketing of the proposed improvements on the D-1 Residential Dwelling area. The location of models may be changed from time to time by the Owner. The models may be occupied only for sale purposes until such time as occupancy certificates are issued for residential occupancy.

12. Sales Trailers/Construction Trailers. Until such time as the Owner completes the construction of its sales or models on any phase of the Property, it may maintain a trailer on such phase and use the same as a sales office, provided however, that it's right to do so hereunder shall expire no later than two (2) years after date. The Owner shall have the right to extend this time period by application to the Village.

13. Ordinances and Variances. The Owner agrees to abide by all ordinances, control and jurisdiction of the Village in

effect as of the date of the execution of this Agreement and/or future ordinances provided that the Village agrees not to apply any amendments or modifications to existing or new ordinances which would have the effect of reducing the permitted density or change the uses in the D-1 Residential District as it pertains to the Property. It is further understood that any changes in the Building Code will not be applicable to any buildings for which permits have procured. The Village agrees to grant the following variances from its zoning ordinance or subdivision control ordinance:

| <u>Section</u> | <u>Description</u> | <u>Variation Requested</u> |
|--------------------|--------------------|--|
| 9-5-2,B 9-6-2,A | Storm sewers | Storm water runoff will be conveyed to the storm water detention basin by road side ditches and culverts. Storm sewers shall not be required unless design features specifically require this. |
| 9-5-6B | Street Trees | Street trees shall not be required. |
| 9-5-7 | Soil Investigation | Soil investigation shall not be required. |
| 9-5-8 9-6-9 | Street Lighting | Street light shall not be required. (CC&Rs will require exterior light for each residence) |
| 9-5-9 | Sidewalks | Sidewalks shall not be required. |

14. Occupancy Certificates. The Village shall issue certificates of occupancy for any dwelling unit constructed on the Property within a reasonable time following the receipt of the last of the documents or information required to support such application and completion of all required Village building inspections. If an application is disapproved, the Village shall provide the Owner with a statement in writing of the reasons for

denial of the application including specification of the requirements of law which the application and supporting documents fail to meet. Except as provided otherwise in this Agreement, no certificate of occupancy for a dwelling unit shall be applied for by the Owner or issued by the Village until substantial completion of the sanitary sewer system; detention and storm water facilities; provided, however, that the Village shall make reasonable allowances for the completion of public improvements which cannot be completed due to adverse weather conditions or other conditions beyond the control of the Owner. The Village shall allow and issue certificates of occupancy for dwelling units when adverse weather conditions or other conditions not under the Owner's control do not permit outside painting; landscaping; driveway, sidewalk or service walk construction; or final grading of individual homes, appurtenances or lot, provided however that the Owner will provide escrows as may be reasonably required by the Village.

15. Remedies. Upon a breach of this Agreement, either of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the foregoing, before any failure of either Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall

demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice.

If for any reason during the term of this Agreement, the annexation is held to be invalid, the Owner agrees that the rates charged for water and sewer service for unincorporated property will apply to the Property, but only to the extent that the Village then actually provides such utility services.

If for any reason during the term of this Agreement, the annexation is held to be invalid, this Agreement shall be deemed to be a pre-annexation agreement and shall control once the Property becomes contiguous to the Village at which time the Owner shall agree to annex hereto. This covenant shall also be a part of the covenants, conditions and restrictions of record applicable to the Development.

The Owner agrees that if water and sewer is extended to the property at the time that there is any defense to any challenge of the validity of this Agreement or any part thereof defend said challenge and the Village agrees that it will cooperate in any such defense thereof. Nothing contained in the proceeding sentence shall obligate the Owner to defend nor shall that provision impair the right of Owner under the following Section 25 (Survival) of this Agreement.

16. Amendment. The Parties agree that this Agreement and any exhibits attached hereto may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the Village

approving said amendment as provided by law, and the execution of said amendment by the Parties or their successors in interest.

17. Prohibited Village Acts. During the term of this Agreement the Village agrees that it will not take, perform (or cause to be taken or performed) any one or more of the following which would be applicable to the Property, without the expressed written consent and approval of the Owner:

A. Change the zoning classification, variances or special uses as now applicable or which are granted in conformity herewith;

B. Create any text amendment, Comprehensive Plan Amendment or Zoning Ordinance which would substantially alter the permitted or other uses applicable to such D-1 Residential District;

C. Adopt any ordinance, special assessment, special service area or other form of taxation or imposition for the construction of utility services serving the property; and

D. Institute (whether alone or in conjunction with any other entity) any eminent domain proceeding;

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

19. Addresses for Notices. All notices and other communications in connection with this Agreement shall be in writing, and any notice, communication or payment hereunder shall be deemed delivered to the addresses thereof two (2) days after deposit in any main or branch United States Post Office, certified or registered mail, postage prepaid, or one (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery, if personally delivered, in any case, addressed to the Parties respectively as follows:

If to Owner: Concept Development, LLC
 c/o Samuel J. Diamond
 3431 West Elm Street
 McHenry, IL 60050

If to Village: Attention: Village Clerk
 Village of Poplar Grove
 100 South State Street
 Poplar Grove, Illinois 61065

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

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

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

22. Successor and Assigns. This Agreement shall run with the land and inure to the benefit of, and be binding upon, the successors in title of the Owner and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. The Parties agree to execute a recordable memorandum of this Agreement.

23. Term of Agreement. This Agreement shall be binding upon the Parties and their respective successors and assigns for the full statutory term of twenty years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute or by ordinance of the Village.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

25. Dedication of Public Improvements. Owner agrees to dedicate and Village agrees to accept the dedication of the public improvements contemplated for the Property so long as such public improvements have been inspected by the Department of Public Works or Village Engineer as the case may be and approved by the Village Board of Trustees as to the standards specified in the Subdivision Control Ordinance and Village Engineer previously approved plans and specifications. Further, the Village agrees to maintain the

public improvements which Owner has dedicated to and been accepted by the Village.

26. More or Less Restrictive Requirements.

A. If, during the terms of this Agreement, the provisions of any applicable ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements or any other development of any kind of character upon the Property are amended or modified in any manner so as to impose more stringent requirements with respect to the development or construction contemplated by this Agreement, such increased requirements shall not be effective upon the Property unless Owner agrees to said requirements or the Tentative Plat covering the Property has expired. Notwithstanding anything herein to the contrary, this provision shall not apply to any subsequently enacted life safety provisions of any applicable ordinance.

B. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes, or regulations affecting the zoning, subdivision, development or construction of improvements are enacted, amended or modified in any manner to impose less restrictive requirements on development of, or construction upon any properties within the Village, the benefit of such less restrictive requirements shall inure to the benefit of Owner. Notwithstanding anything contained herein to the contrary, the less restrictive requirements shall only apply to any remaining unimproved land within the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

Village:

Village of Poplar Grove, an Illinois Municipal corporation

By: _____
President

ATTEST:

Village Clerk

OWNERS:

CONCEPT DEVELOPMENT , LLC, an Illinois Limited Liability Company Inc.

Donnie M. Johnson

By: _____
Its Manager

Beverly Johnson

STATE OF ILLINOIS)
) SS.
COUNTY OF BOONE)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roger Day, President of the Village of Poplar Grove, personally known to me to be the same person whose name is subscribed to the foregoing Annexation Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of the Village of Poplar Grove and as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this _____ day of _____, 2004.

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF BOONE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Samuel J. Diamond, personally known to me to be the Manager of said limited liability company, Concept Development, LLC, and personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation, for the purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2004.

Notary Public

STATE OF ILLINOIS) ss.
COUNTY OF BOONE)

I, a Notary Public, in and for said County and State, do hereby certify that Donnie M. Johnson and Beverly Johnson, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2004.

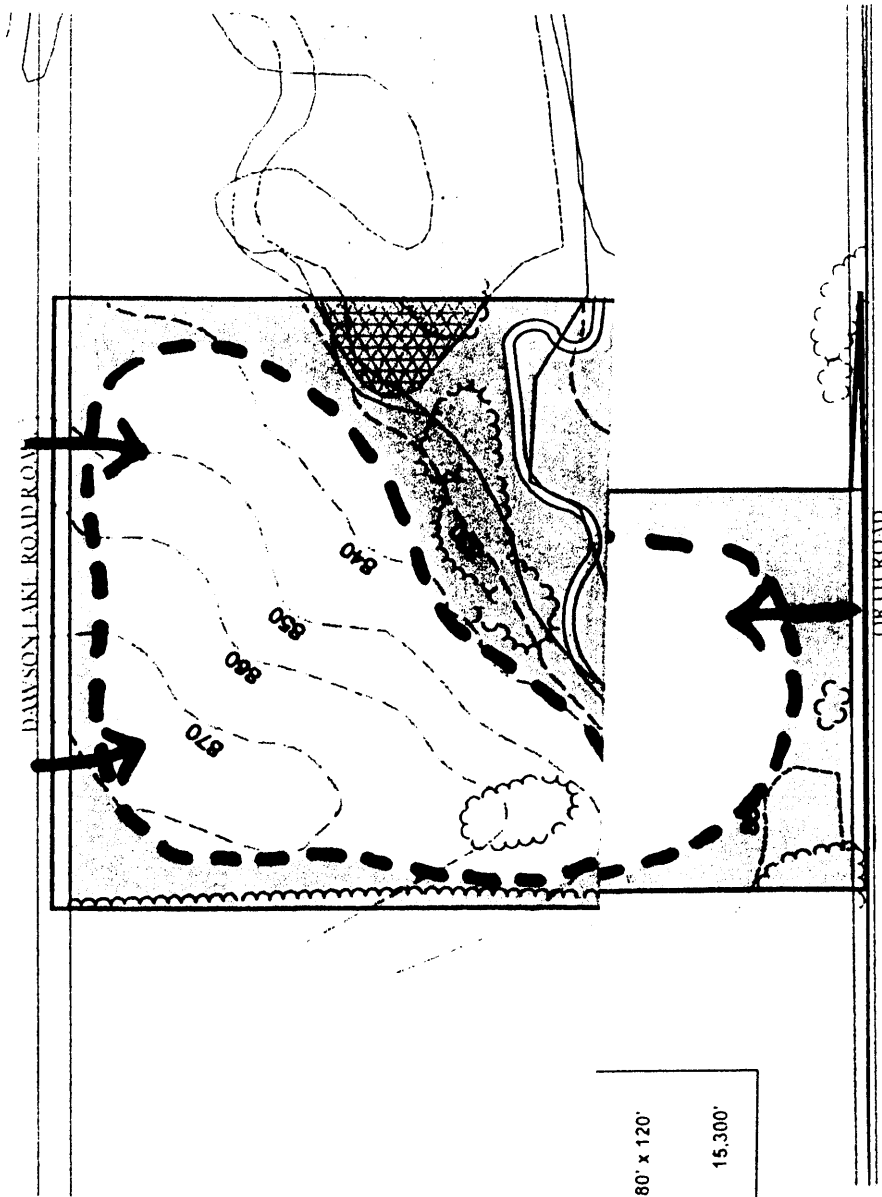
Notary Public

Prepared by:
TOBIN & RAMON
530 South State Street, #200
Belvidere, IL 61008
(815) 544-0316

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EXHIBIT LIST

- A Legal Description
- B Annexation Plat
- C Concept Plan
- D School Impact Fee Schedule



TYPICAL LOT DIMENSIONS
80' x 120'

LENGTH OF ROAD
15,300'



SCALE 1"=200'

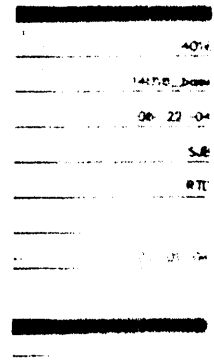
POPLAR GROVE AIRPORT



**WELCH
HANSON
ASSOCIATES**

ENGINEERS • ARCHITECTS
SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS
ILLINOIS PROFESSIONAL SOCIETY OF
Landscape Architects
1111 S. WASHINGTON ST., SUITE 200
CHICAGO, IL 60605
TEL: 312.467.1111
FAX: 312.467.1112
WWW.WELCHHANSON.COM

CONCEPT DEVELOPMENT LLC
JOHNSON PROPERTY
POPLAR GROVE, ILLINOIS
CONCEPT DEVELOPMENT PLAN



POPLAR GROVE SCHOOL DONATION FORMULA

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

| | Acres/School | \$/Acre | \$ per student |
|-------------|--------------|-------------|----------------|
| Elementary | 0.026667 | \$88,000.00 | \$2,346.67 |
| Junior High | 0.033 | \$88,000.00 | \$2,933.33 |
| High School | 0.047 | \$88,000.00 | \$4,106.67 |

STUDENT RATIO/UNIT

| | 1 Bed. \$/Student | Apartment Student/Apt. | Fee |
|-------------|----------------------|---------------------------|---------|
| Elementary | \$2,346.67 | 0.002 | \$4.69 |
| Junior High | \$2,933.33 | 0.001 | \$2.93 |
| High School | \$4,106.67 | 0.001 | \$4.11 |
| TOTAL | | | \$11.73 |

| | 2 Bed Apartment | | |
|-------------|-----------------|-------|----------|
| Elementary | \$2,346.67 | 0.086 | \$201.81 |
| Junior High | \$2,933.33 | 0.042 | \$123.20 |
| High School | \$4,106.67 | 0.046 | \$188.91 |
| TOTAL | | | \$513.92 |

| | 3 Bed Apartment | | |
|-------------|-----------------|-------|------------|
| Elementary | \$2,346.67 | 0.234 | \$549.12 |
| Junior High | \$2,933.33 | 0.123 | \$360.80 |
| High School | \$4,106.67 | 0.118 | \$484.59 |
| TOTAL | | | \$1,394.51 |

| | 1 Bed S.F. Attached | | |
|-------------|---------------------|-------|----------|
| Elementary | \$2,346.67 | 0.014 | \$32.85 |
| Junior High | \$2,933.33 | 0.018 | \$52.80 |
| High School | \$4,106.67 | 0.024 | \$98.56 |
| TOTAL | | | \$184.21 |

| | 2 Bed S.F. Attached | | |
|-------------|---------------------|-------|----------|
| Elementary | \$2,346.67 | 0.088 | \$206.51 |
| Junior High | \$2,933.33 | 0.048 | \$140.80 |
| High School | \$4,106.67 | 0.038 | \$156.05 |
| TOTAL | | | \$503.36 |

| | 3 Bed S.F. Attached | | |
|-------------|---------------------|-------|----------|
| Elementary | \$2,346.67 | 0.234 | \$549.12 |
| Junior High | \$2,933.33 | 0.058 | \$170.13 |
| High School | \$4,106.67 | 0.059 | \$242.29 |
| TOTAL | | | \$961.55 |

| | 4 Bed. S.F. Attached | | |
|-------------|----------------------|-------|------------|
| Elementary | \$2,346.67 | 0.322 | \$755.63 |
| Junior High | \$2,933.33 | 0.154 | \$451.73 |
| High School | \$4,106.67 | 0.173 | \$710.45 |
| Total | | | \$1,917.81 |

| | 2 Bed S.F. Detached | | |
|-------------|---------------------|-------|----------|
| Elementary | \$2,346.67 | 0.136 | \$319.15 |
| Junior High | \$2,933.33 | 0.048 | \$140.80 |
| High School | \$4,106.67 | 0.020 | \$82.13 |
| TOTAL | | | \$542.08 |

| | 3 Bed S.F. Detached | | |
|-------------|---------------------|-------|------------|
| Elementary | \$2,346.67 | 0.369 | \$865.92 |
| Junior High | \$2,933.33 | 0.173 | \$507.47 |
| High School | \$4,106.67 | 0.184 | \$755.63 |
| TOTAL | | | \$2,129.01 |

| | 4 Bed. S.F. Detached | | |
|-------------|----------------------|-------|------------|
| Elementary | \$1,673.33 | 0.530 | \$886.86 |
| Junior High | \$2,933.33 | 0.298 | \$874.13 |
| High School | \$4,106.67 | 0.360 | \$1,478.40 |
| TOTAL | | | \$3,239.40 |

| | 5 Bed. S.F. Detached | | |
|-------------|----------------------|-------|------------|
| Elementary | \$2,346.67 | 0.345 | \$809.60 |
| Junior High | \$2,933.33 | 0.248 | \$727.47 |
| High School | \$4,106.67 | 0.300 | \$1,232.00 |
| TOTAL | | | \$2,769.07 |

04 R11014

FILED FOR RECORD
BOONE COUNTY, IL.

2004 SEP 16 PM 3:34

Agenia E. Schneider

BOONE COUNTY RECORDER

Prepared by & Return to:
Curtis R. Tobin II
TOBIN & RAMON
530 South State Street
Suite 200
Belvidere, IL 61008
(815) 544-0316

MEMORANDUM OF ANNEXATION AGREEMENT

GRANTORS: Concept Development, LLC

GRANTEE: Village of Poplar Grove, Boone County, Illinois

DATE OF THIS MEMO FOR REFERENCE PURPOSES: August 16, 2004

WHEREAS, the parties have entered into an Annexation Agreement on the 9th day of August, 2004, and have agreed that a memo of agreement can be recorded.

NOW THEREFORE, the parties agree as follows:

1. Memo of Agreement: The parties have entered into an Annexation Agreement on the 9th day of August, 2004, and hereby restate some of the pertinent provisions therefore for the purpose of placing same upon the records of the Recorder of Deed's Office, Boone County, Illinois.

2. Legal Description: The land, the subject of the land contract between the parties is legally described on the Exhibit attached hereto.

3. Recordability: The Parties agree that this memo is executed in the form qualifying it to be recorded and that either Party may record the same.

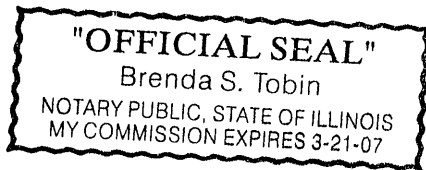
GRANTEE: Village of Poplar Grove

By: Roger Day
Its President

Attest: Martha Suhr
Village Clerk

Subscribed and sworn to before me, a notary public, this 19 day of August, 2004.

Brenda S. Tobin
Notary Public



=====

GRANTOR:

CONCEPT DEVELOPMENT, INC., an Illinois limited liability company

Donnie M. Johnson
Donnie M. Johnson

By: [Signature]
as Its manager

Beverly Johnson
Beverly Johnson

Subscribed and sworn to before me, a notary public, this 19th day of August, 2004.

Margery E. Clauson
Notary Public



04 R11014

EXHIBIT A

LEGAL DESCRIPTION

The East Half (1/2) of the Northwest Quarter (1/4) and the East Half (1/2) of the Southwest Quarter (1/4) EXCEPTING THEREFROM the South 1064.7 feet of the East 380.0 feet of the East Half (1/2) of the Southwest Quarter (1/4), all in Section Thirty-six (36), Township Forty-five (45) North, Range Three (3) East of the Third (3rd) Principal Meridian, situated in Boone County, Illinois.

04 R11014