

INSPECTION and MAINTENANCE AGREEMENT for STORMWATER FACILITIES

Regarding: Plat No. 5 of Hawks Pointe Subdivision

THIS AGREEMENT, made this _____ day of _____, 2026, by and between JOSHUA J. PETRY, as TRUSTEE under the terms and conditions of the WHITE OAK TRUST dated AUGUST 9, 2013, hereinafter referred to as the "OWNER" of the following Property and the VILLAGE OF ROSCOE hereinafter referred to as "VILLAGE."

WITNESSETH, that

WHEREAS, the OWNER is the owner of certain real property, with full authority to execute deeds, mortgages, other covenants, do hereby covenant with the VILLAGE and agree as follows:

1. The OWNER covenants with the VILLAGE that the OWNER shall provide for adequate long term maintenance and continuation of the stormwater control measures described in the SWPPP (Stormwater Pollution Prevention Plan) and shown on the plat attached hereto as Exhibit A ("Property") with the detention area identified and highlighted in red, to ensure that the facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations and applicable laws, as required by VILLAGE Code, Chapter 151, Section 15-49(b). The OWNER shall perform preventative maintenance activities at intervals described in the inspection schedule included in the Operations and Maintenance Plan along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER shall submit to the VILLAGE an annual report by May 31st each year. The report shall include the Operations and Maintenance Plan that documents the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system, the state of control measures and notification of any planned change in responsibility for the system.

3. The OWNER shall grant to the VILLAGE or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
4. The OWNER shall grant to the VILLAGE the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the VILLAGE or its agent and contractor.
5. If, upon inspection, the VILLAGE finds that OWNER has failed to properly maintain the facilities, the VILLAGE may order the work performed within sixty (60) days. In the event the work is not performed within the specified time, the OWNER agrees to allow the VILLAGE to enter the property and take whatever steps it deems necessary to maintain the stormwater control facilities. This provision shall not be construed to allow the VILLAGE to erect any structure of a permanent nature on the land of the OWNER without first obtaining written approval of the OWNER.
6. The VILLAGE is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the VILLAGE. The OWNER shall reimburse the VILLAGE upon demand the costs incurred in the maintenance of the facilities.
7. If the OWNER fails to pay the VILLAGE for the above expenses after thirty (30) days written notice, the OWNER authorizes the VILLAGE to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court costs, and attorney fees.
8. The OWNER and the OWNER'S heirs, administrators, executors, assigns and any other successor interest shall indemnify and hold harmless the VILLAGE and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the VILLAGE from the construction, presence, existence, or maintenance of the stormwater control facilities subject to the Agreement. In the event a claim is asserted against the VILLAGE, its officers, agents or employees, the VILLAGE shall notify OWNER and the OWNER shall defend at OWNER'S expense any suit based on such claim. If any judgment or claims against the VILLAGE, its officers, agents or employees, shall be allowed, the OWNER shall pay all costs and expenses in connection therewith. The VILLAGE will not indemnify, defend or hold harmless in any fashion the OWNER from any claims arising from any failure, regardless of any language in any attachment or other document that the OWNER may provide.

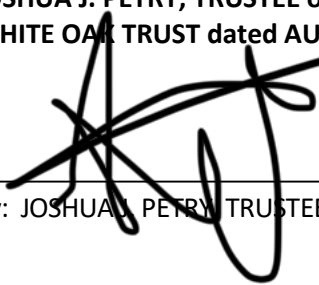
9. The OWNER shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the VILLAGE'S written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER.
10. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such a provision or to exercise any right or remedy available.
11. The OWNER shall record a plat showing and accurately defining the easements for stormwater control facilities. This Agreement relating to the Property will be maintained and on file at the VILLAGE, noting that the OWNER is responsible for maintaining the Stormwater Management Facilities. The plat must reference this Inspection and Maintenance Agreement for Stormwater Facilities and contain a note that the OWNER is responsible for maintaining the stormwater management facilities.
12. The OWNER shall record this Agreement in the Office of the Register of Deeds for the county of Winnebago, State of Illinois, and the Agreement shall constitute a covenant running with the land and shall be binding upon the OWNER and the OWNER'S heirs, administrators, executors, assigns and any other successors in interest.

Attest by OWNER:

**JOSHUA J. PETRY, TRUSTEE of the
WHITE OAK TRUST dated AUGUST 9, 2013**

J

By: JOSHUA J. PETRY, TRUSTEE



Attest by VILLAGE:

VILLAGE OF ROSCOE

By: _____
Date: _____

OWNER
White Oak Trust
1020 Benbrook Drive
Loves Park, IL 61111

PLAT NO. 5 OF HAWKS POINTE SUBDIVISION

PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF OUTLOT AS DESIGNATED UPON PLAT NO. 4 OF HAWKS POINTE SUBDIVISION

ARC DESIGN
RESOURCES INC.

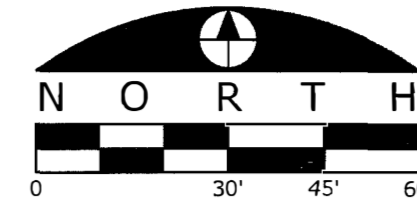
5291 ZENITH PARKWAY
LOVES PARK, IL 61111
VOICE: (815) 484-4300
FAX: (815) 484-4303
www.arcdesign.com
Design Firm License No. 184-001334

AREA TABULATION

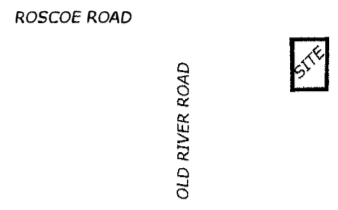
LOT 172-178	189,476 S.F.	4,350 AC.
PUBLIC R.O.W. DEDICATION	46,594 S.F.	1,069 AC.
TOTAL	236,070 S.F.	5,419 AC.

LEGEND

●	SET MONUMENT 3/4" REBAR, 2 FT. LENGTH 1.5 LBS PER FT.	---	SECTION LINE
■	SET CONCRETE MONUMENT	---	BUILDING SETBACK LINE
○	FOUND MONUMENT, SEE MAP FOR MATERIAL	---	CENTER LINE
R	RADIUS	---	EASEMENT LINE
CD	CHORD DISTANCE	---	RIGHT-OF-WAY LINE
CB	CHORD BEARING	---	EXTERIOR BOUNDARY LINE
L	ARC LENGTH	---	INTERIOR LOT LINE
T	TANGENT LENGTH	---	LOT NUMBER
△	CENTRAL ANGLE	---	S.F.
	N 45°52'36" E	---	S.U.E.
	MEASURED BEARING	---	U.E.
	586.78'	---	TEMPORARY 60' RADIUS TURNAROUND EASEMENT TO BE VACATED
	(N 45°52'36" E)	---	EASEMENT PORTION TO BE VACATED
	(586.78')	---	EASEMENT PORTION TO REMAIN



VICINITY MAP (Not to Scale)



Impact Fees for Schools Required: A cash contribution in lieu of dedication of school sites shall be required prior to the issuance of any zoning permits for any individual lots within Plat No. 5 of Hawks Pointe Subdivision. Such contributions shall be received by the Village and held in trust by the appropriate school district and shall be used for the acquisition of land for school sites to serve the immediate or future needs of children from that subdivision or development or for the improvement to any existing school site that already serves those needs, and for the construction of school buildings or additions thereto in accordance with 65 ILCS 5/11-12-5 and Village Ordinance No. 2003-8, which is hereby adopted by reference. If any portion of a cash contribution in lieu of dedication of school sites is not expended for the purposes set forth herein within ten years from the date of receipt, it shall be refunded by the entity holding the contribution to the record owner of the subdivided land at the time of the refund. If there is more than one record owner of the subdivided land or of the land that comprises the planned development, as applicable, the record owners shall share in the refund pro-rata based on the cash contributions originally paid by each property.

