Ordinance #O.22.09

An Ordinance **AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH TRUE NORTH QUALITY HOMES, LLC.**

Adopted by the City Council of the City of Galena this 9th Day of May 2022.

Published in pamphlet form by authority of the City Council of the City of Galena, Jo Daviess County, Illinois, this 9th Day of May 2022.

STATE OF ILLINOIS)
) City of Galena
COUNTY OF JO DAVIESS)

CERTIFICATE

I, Mary Beth Hyde, certify that I am the duly elected municipal clerk of the City of Galena, JoDaviess County, Illinois.

I further certify that on the 9th Day of May 2022, the Corporate Authorities of said municipality passed and approved Ordinance No. O.22.09 entitled **AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH TRUE NORTH QUALITY HOMES, LLC,** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. O.22.09 including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing the 9th Day of May 2022 and commencing for at least ten (10) days thereafter.

Dated at Galena, Illinois, this 10th Day of May 2022.

Mary Beth Hyde

Mary Beth Hyde, City Clerk

(Seal)

ORDINANCE NO. O.22.09

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH TRUE NORTH QUALITY HOMES, LLC

WHEREAS, it is in the best interests of the City of Galena, Jo Daviess County, Illinois, that a certain annexation agreement with True North Quality Homes, LLC, and their successor and assigns, pertaining to the land described below, be entered into; and

WHEREAS, a copy of such agreement is attached hereto and incorporated herein; and

WHEREAS, the legal owners of record of the property that is the subject of the annexation agreement are ready, willing and able to enter into that agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Compiled Statutes, as amended, 65 ILCS 5/11-15.1, for the execution of the annexation agreement have been fully complied with;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GALENA, JO DAVIESS COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the property covered by the Annexation Agreement is described in EXHIBIT A and shown in plat form in Exhibit B, and

SECTION 2: That the Mayor be and is hereby authorized and directed to execute, and the City Clerk is directed to attest, a document known as "Annexation Agreement" (a copy of which is attached hereto and made a part hereof), and

SECTION 3: The invalidity of any section part, provision, term or phrase of this Ordinance shall not affect the validity of the remainder hereof, and

SECTION 4: All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance shall be repealed to the extent of any such conflict or inconsistency, and

SECTION 5: This Ordinance shall be in full force and effect from and after its passage; approval and publication as provided by law.

PASSED AND APPROVED THIS 9TH DAY OF MAY, 2022.

AYES:	NAYS:
Westemeier, Wienen, Hahn, Kieffer, McCoy	Bernstein, Renner

Terry Renner
Mayor

ATTEST:

Mary Beth Hyde
City Clerk

Prepared by:

Joseph Nack
City Attorney
101 Green Street
Galena, Illinois 61036

Exhibit A

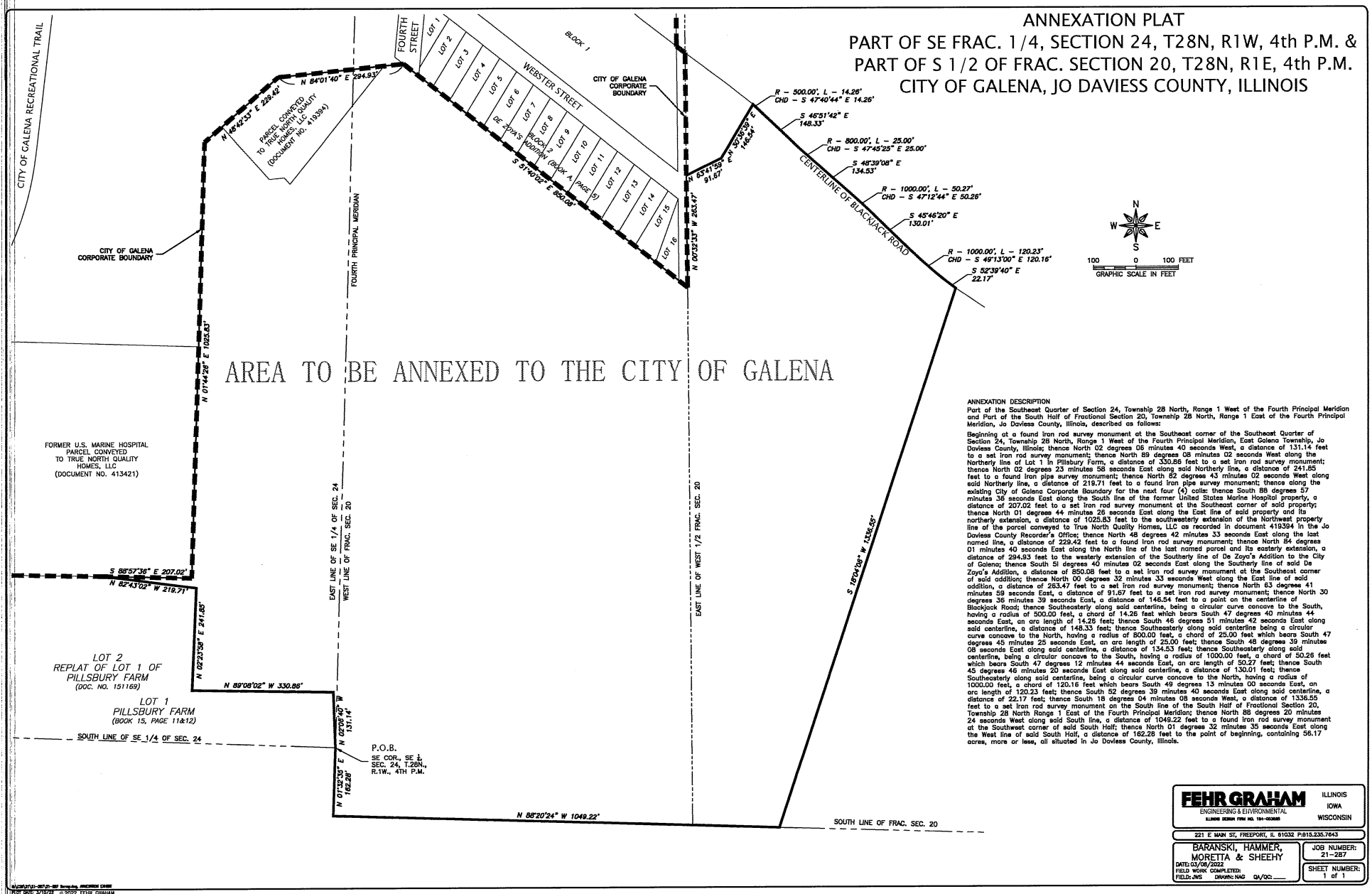
Legal Description of Territory Contemplated for Annexation

Part of the Southeast Quarter of Section 24, Township 28 North, Range 1 West of the Fourth Principal Meridian and Part of the South Half of Fractional Section 20, Township 28 North, Range 1 East of the Fourth Principal Meridian, Jo Daviess County, Illinois, described as follows:

Beginning at a found iron rod survey monument at the Southeast corner of the Southeast Quarter of Section 24, Township 28 North, Range 1 West of the Fourth Principal Meridian, East Galena Township, Jo Daviess County, Illinois; thence North 02 degrees 06 minutes 40 seconds West, a distance of 131.14 feet to a set iron rod survey monument; thence North 89 degrees 08 minutes 02 seconds West along the Northerly line of Lot 1 in Pillsbury Farm, a distance of 330.86 feet to a set iron rod survey monument; thence North 02 degrees 23 minutes 58 seconds East along said Northerly line, a distance of 241.85 feet to a found iron pipe survey monument; thence North 82 degrees 43 minutes 02 seconds West along said Northerly line, a distance of 219.71 feet to a found iron pipe survey monument; thence along the existing City of Galena Corporate Boundary for the next four (4) calls: thence South 88 degrees 57 minutes 36 seconds East along the South line of the former United States Marine Hospital property, a distance of 207.02 feet to a set iron rod survey monument at the Southeast corner of said property; thence North 01 degrees 44 minutes 26 seconds East along the East line of said property and its northerly extension, a distance of 1025.83 feet to the southwesterly extension of the Northwest property line of the parcel conveyed to True North Quality Homes, LLC as recorded in document 419394 in the Jo Daviess County Recorder's Office; thence North 48 degrees 42 minutes 33 seconds East along the last named line, a distance of 229.42 feet to a found iron rod survey monument; thence North 84 degrees 01 minutes 40 seconds East along the North line of the last named parcel and its easterly extension, a distance of 294.93 feet to the westerly extension of the Southerly line of De Zoya's Addition to the City of Galena; thence South 5l degrees 40 minutes 02 seconds East along the Southerly line of said De Zoya's Addition, a distance of 850.08 feet to a set iron rod survey monument at the Southeast corner of said addition; thence North 00 degrees 32 minutes 33 seconds West along the East line of said addition, a distance of 263.47 feet to a set iron rod survey monument; thence North 63 degrees 41 minutes 59 seconds East, a distance of 91.67 feet to a set iron rod survey monument; thence North 30 degrees 36 minutes 39 seconds East, a distance of 146.54 feet to a point on the centerline of Blackjack Road; thence Southeasterly along said centerline, being a circular curve concave to the South, having a radius of 500.00 feet, a chord of 14.26 feet which bears South 47 degrees 40 minutes 44 seconds East, an arc length of 14.26 feet; thence South 46 degrees 51 minutes 42 seconds East along said centerline, a distance of 148.33 feet; thence Southeasterly along said centerline being a circular curve concave to the North, having a radius of 800.00 feet, a chord of 25.00 feet which bears South 47 degrees 45 minutes 25 seconds East, an arc length of 25.00 feet; thence South 48 degrees 39 minutes 08 seconds East along said centerline, a distance of 134.53 feet; thence Southeasterly along said centerline, being a circular concave to the South, having a radius of 1000.00 feet, a chord of 50.26 feet which bears South 47 degrees 12 minutes 44 seconds East, an arc length of 50.27 feet; thence South 45 degrees 46 minutes 20 seconds East along said centerline, a distance of 130.01 feet; thence Southeasterly along said centerline, being a circular curve concave to the North, having a radius

of 1000.00 feet, a chord of 120.16 feet which bears South 49 degrees 13 minutes 00 seconds East, an arc length of 120.23 feet; thence South 52 degrees 39 minutes 40 seconds East along said centerline, a distance of 22.17 feet; thence South 18 degrees 04 minutes 08 seconds West, a distance of 1336.55 feet to a set iron rod survey monument on the South line of the South Half of Fractional Section 20, Township 28 North Range 1 East of the Fourth Principal Meridian; thence North 88 degrees 20 minutes 24 seconds West along said South line, a distance of 1049.22 feet to a found iron rod survey monument at the Southwest corner of said South Half; thence North 01 degrees 32 minutes 35 seconds East along the West line of said South Half, a distance of 162.28 feet to the point of beginning, containing 56.17 acres, more or less, all situated in Jo Daviess County, Illinois.

Exhibit B



ANNEXATION DESCRIPTION

Part of the Southeast Quarter of Section 24, Township 28 North, Range 1 West of the Fourth Principal Meridian and Part of the South Half of Fractional Section 20, Township 28 North, Range 1 East of the Fourth Principal Meridian, Jo Daviess County, Illinois, described as follows:

Beginning at a found iron rod survey monument at the Southeast corner of the Southeast Quarter of Section 24, Township 28 North, Range 1 West of the Fourth Principal Meridian, East Galena Township, Jo Daviess County, Illinois; thence North 02 degrees 08 minutes 40 seconds West, a distance of 131.14 feet to a set iron rod survey monument; thence North 89 degrees 08 minutes 02 seconds West along the Northerly line of Lot 1 in Pillsbury Farm, a distance of 330.86 feet to a set iron rod survey monument; thence North 02 degrees 23 minutes 58 seconds East along said Northerly line, a distance of 241.85 feet to a found iron pipe survey monument; thence North 82 degrees 43 minutes 02 seconds West along said Northerly line, a distance of 219.71 feet to a found iron pipe survey monument; thence along the existing City of Galena Corporate Boundary for the next four (4) calls: thence South 88 degrees 57 minutes 36 seconds East along the South line of the former United States Marine Hospital property, a distance of 207.02 feet to a set iron rod survey monument at the Southeast corner of said property; thence North 01 degrees 44 minutes 28 seconds East along the East line of said property and its northerly extension, a distance of 1025.83 feet to the southwesterly extension of the Northwest property line of the parcel conveyed to True North Quality Homes, LLC as recorded in document 419394 in the Jo Daviess County Recorder's Office; thence North 48 degrees 42 minutes 33 seconds East along the last named line, a distance of 229.42 feet to a found iron rod survey monument; thence North 84 degrees 01 minutes 40 seconds East along the North line of the last named parcel and its easterly extension, a distance of 294.93 feet to the westerly extension of the Southerly line of De Zoya's Addition to the City of Galena; thence South 51 degrees 40 minutes 02 seconds East along the Southerly line of said De Zoya's Addition, a distance of 850.08 feet to a set iron rod survey monument at the Southeast corner of said addition; thence North 00 degrees 32 minutes 33 seconds West along the East line of said addition, a distance of 263.47 feet to a set iron rod survey monument; thence North 63 degrees 41 minutes 59 seconds East, a distance of 91.67 feet to a set iron rod survey monument; thence North 30 degrees 35 minutes 39 seconds East, a distance of 146.54 feet to a point on the centerline of Blackjack Road; thence Southeasterly along said centerline, being a circular curve concave to the South, having a radius of 500.00 feet, a chord of 14.26 feet which bears South 47 degrees 40 minutes 44 seconds East, an arc length of 14.26 feet; thence South 46 degrees 51 minutes 42 seconds East along said centerline, a distance of 148.33 feet; thence Southeasterly along said centerline being a circular curve concave to the North, having a radius of 800.00 feet, a chord of 25.00 feet which bears South 47 degrees 45 minutes 25 seconds East, an arc length of 25.00 feet; thence South 48 degrees 39 minutes 08 seconds East along said centerline, a distance of 134.53 feet; thence Southeasterly along said centerline, being a circular concave to the South, having a radius of 1000.00 feet, a chord of 50.26 feet which bears South 47 degrees 12 minutes 44 seconds East, an arc length of 50.27 feet; thence South 45 degrees 46 minutes 20 seconds East along said centerline, a distance of 130.01 feet; thence Southeasterly along said centerline, being a circular curve concave to the North, having a radius of 1000.00 feet, a chord of 120.16 feet which bears South 49 degrees 13 minutes 00 seconds East, an arc length of 120.23 feet; thence South 52 degrees 39 minutes 40 seconds East along said centerline, a distance of 22.17 feet; thence South 18 degrees 04 minutes 08 seconds West, a distance of 1336.55 feet to a set iron rod survey monument on the South line of the South Half of Fractional Section 20, Township 28 North Range 1 East of the Fourth Principal Meridian; thence North 88 degrees 20 minutes 24 seconds West along said South line, a distance of 1049.22 feet to a found iron rod survey monument at the Southwest corner of said South Half; thence North 01 degrees 32 minutes 35 seconds East along the West line of said South Half, a distance of 162.28 feet to the point of beginning, containing 56.17 acres, more or less, all situated in Jo Daviess County, Illinois.

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003885
ILLINOIS IOWA WISCONSIN
221 E MAIN ST, FREEPORT, IL 61032 P:815.235.7643

BARANSKI, HAMMER, MORETTA & SHEEHY
DATE: 03/08/2022
FIELD WORK COMPLETED:
FIELD: JWS DRAWN: NAG QA/QC: ___
JOB NUMBER: 21-287
SHEET NUMBER: 1 of 1

PLOT DATE: 3/10/22 © 2022 FEHR GRAHAM

ANNEXATION AGREEMENT

THIS AGREEMENT is made on or as of the 11th day of May, 2022, by and between the **CITY OF GALENA, an Illinois Municipal Corporation** (the "City") and **True North Quality Homes, LLC, or their grantees, heirs, successors or assigns**, (the "Owner/Developer").

RECITALS

A. The Owner/Developer holds title to the "Property" hereinafter more particularly described in "Exhibit A."

B. Section 11-15.1-1 of the Illinois Municipal Code authorizes municipalities to enter into annexation agreements providing for the annexation of certain property upon the property becoming contiguous to the municipality and further states that lack of contiguity to the municipality of the property that is the subject of an annexation agreement does not affect the validity of an agreement.

C. Owner/Developer has signed a duly executed Petition for Annexation in accordance with the provisions of the Illinois Compiled Statutes, 65 ILCS 5/7-1-2 and is hereby requesting that the City enter into this Annexation Agreement pursuant to the requirements and provisions of Section 11-15.1-1 of the Illinois Municipal Code.

D. The Property is contiguous to the City of Galena and Owner/Developer has indicated the desire and intention to have the Property annexed to the City upon the terms and conditions herein set forth.

E. Section 11-15.1-2.1 of the Illinois Municipal Code provides that the property that is the subject of an annexation agreement adopted under Division 15.1 is subject to the ordinances, control and jurisdiction of the annexing municipality in all respects, the same as property that lies within the annexing municipality's corporate limits.

F. Owner/Developer proposes to enter into an annexation agreement with the City for the Property and rezone the Property to the Planned Unit Development District with an underlying district of Planned Commercial and a Preliminary Planned Development Plan (Preliminary PUD Plan) for a commercial development pursuant to authority granted by the City of Galena Zoning Board of Appeals and the Galena City Council.

G. Given the proximity of the Property to the City of Galena corporate boundary and the possible provision of City utilities to the Property, the proposed development of the Property will have a far greater impact on the City than upon any other unit of local government having the authority to undertake regulation of those operations.

H. On February 9, 2022, after duly published notice, the Zoning Board of Appeals of the City conducted a public hearing on the request of the Owner/Developer for approval of the Preliminary Planned Development Plan and rezoning from the Limited Agricultural District to the Planned Unit Development District with an underlying district of Planned Commercial. This request included the referenced 56.17 acres in Exhibit A and an additional +/-23.85 acres of contiguous property already in the city limits of Galena. Upon adjournment of the public hearing, the Zoning Board of Appeals of the City voted three in favor and two against (3-2) to send a positive recommendation to the City Council in the manner provided by law. That motion did not receive the four votes

required by the Zoning Ordinance to be approved so neither a positive nor negative recommendation was forwarded to the City Council.

I. On February 28, 2022, after duly published notice, the City Council of the City reviewed and considered the record from the February 9, 2022, Zoning Board of Appeals public hearing on the proposed rezoning and Preliminary PUD Plan. The City Council voted five in favor and two against (5-2), achieving the votes required for approval of the Preliminary PUD Plan and rezoning from the Limited Agricultural District to the Planned Unit Development District with an underlying district of Planned Commercial. This approval included the referenced 56.17 acres in Exhibit A and an additional +/-23.85 acres of contiguous property already in the city limits of Galena. The City Council is identified by the Zoning Ordinance as the decision-making body for the requested zoning actions.

J. On April 25, 2022, after duly published notice, the City Council conducted a public hearing on this Agreement in accordance with applicable law. After the public hearing was concluded, the City Council voted on April 25, 2022 five (5) in favor and two (2) against (5-2) to approve the first reading of an ordinance authorizing the execution of the Annexation Agreement. On May 9, 2022, after duly published notice, the City Council voted five (5) in favor and two (2) against (5-2), achieving the votes required for approval of this Annexation Agreement and the ordinance authorizing the execution of the Annexation Agreement.

K. Performance by both the Owner/Developer and the City of their respective obligations under this Agreement is critical to the health, safety and welfare of the

general public, and to the enjoyment and use of property located in the vicinity of the Property.

L. Owner/Developer acknowledges and agrees that no development may begin on the Property, or on the additional +/-23.85 acres of contiguous property already in the city limits of Galena, until completion and approval of a Final Development Plan(s) as required under Section 154.923 of the City of Galena Zoning Ordinance and the associated building permits are issued.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Owner/Developer agree as follows:

ARTICLE I

INCORPORATION OF RECITALS AND EXHIBITS

1.1 **Incorporation of Recitals**. The recitals herein above set forth are incorporated into and made a part of this Agreement.

1.2 **Incorporation of Exhibits**. The exhibits attached hereto are incorporated into and made a part of this Agreement.

ARTICLE II

DEFINITIONS

2.1 **Definitions**. As used in this Agreement, the following terms shall have the meaning set forth opposite each of them except where the use or context clearly indicates that a different meaning is intended:

2.1.1 "**Agreement**" or "**this Agreement**" shall mean this Annexation Agreement between the City and the Owner/Developer.

2.1.2 "**City**" means the City of Galena, a municipal corporation organized and existing under the laws of the State of Illinois and located in Jo Daviess County, Illinois.

2.1.3 "**County**" means the County of Jo Daviess in the State of Illinois.

2.1.4 "**Owner/Developer**" means True North Quality Homes, LLC, or their grantees, heirs, successors or assigns.

2.1.5 "**Property**" means the real property legally described on "Exhibit A."

2.1.6 **"Site"** means all the property described in the Preliminary PUD Plan, including parcel numbers, 09-500-296-00, 06-500-294-03, 06-500-294-00, 06-000-101-00, 06-000-101-03, totaling 79.87 acres more or less.

2.1.7 "**Zoning Code**" means the City of Galena Zoning Ordinance found at Chapter 154 of the City Code of the City.

ARTICLE III

ANNEXATION AND ZONING OF THE PROPERTY

3.1 **Plat of Annexation.** A plat of annexation, prepared at the sole cost and expense of the Owner/Developer, depicting the relationship of the boundaries of the Property prior to its annexation to the then-existing corporate limits of the City is attached and made part hereof as "Exhibit B".

3.2 **Annexation of the Property.** Within sixty (60) days after the adoption of this agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary or appropriate to cause the Property to be annexed to the City and to comply with the provisions of this Agreement. In particular and without limitation, the City shall pass and approve an ordinance annexing the Property to the City and prepare and serve any notices as may be required for any township road district, fire protection district or library district, as appropriate. The City shall record with the Jo Daviess County Recorder as necessary the ordinance annexing the Property and record or file any other documents as may be necessary to effectuate the terms of this Agreement.

3.3 **Adoption of Ordinances Addressing Zoning Matters.** No later than sixty (60) days after the adoption of this Agreement, the City shall, subject to the terms and conditions of this Agreement, do all things necessary or appropriate to cause the City to adopt an ordinance for the purpose of establishing the zoning of the Property and parts thereof, being Planned Unit Development District zoning with the underlying default district of Planned Commercial.

3.4 **Use of the Property Prior to Annexation.** Until the City annexes the Property as provided in Section 3.3 of this Agreement, the City and Owner/Developer agree that the Owner/Developer may proceed with planning activities for developing the Site in accordance with and consistent with the terms of this Agreement and with all ordinances of the City regarding such development in place at the time of the execution of this Agreement.

ARTICLE IV

ZONING

4.1 **Zoning**. The City shall enact such ordinances, adopt such resolutions and take such other actions as are necessary to zone the Site as Planned Unit Development District with the underlying default district of Planned Commercial and shall approve the Preliminary PUD Plan.

The Preliminary PUD Plan is attached hereto and made part hereof as "Exhibits C 1-6". The exhibits are as follows:

1. Location Map
2. Parcels Map
3. Planned Unit Development Concept Plan
4. Storm Water Management Plan
5. Utility Plan
6. Landscape-Development Plan

The following conditions shall accompany the zoning and plan approval:

1. Approval of the Planned Unit Development District rezoning and Preliminary PUD Plan is contingent upon the applicant entering into an annexation agreement with the City.

2. Accommodations Hotel/Motel as a principal commercial land use is permitted by right.

3. The Main Building, shown as part of Phase 3, is allowed to be up to 50,000 sq. ft. by right without special use permit approval.

4. Outdoor dining terraces at the Marine Hospital, Main Building, Café Building, and Winery are allowed to exceed the 15% of their indoor dining areas and are permitted as accessory commercial land uses by right.

5. Outdoor Entertainment land use as a principle and accessory commercial land use at the Marine Hospital, Main Building, Café Building, and Winery is permitted by right. Outdoor performing is limited to 10:00 a.m. to 10:00 p.m. No performer shall utilize any speaker, microphone or mechanical amplification device. No performer shall generate any sound by any means so that the sound is louder than 70 decibels (70dB) on the Capital A Scale of an ANSI approved sound level meter measured at a distance of 50 feet or more, either horizontally or vertically from the point of generation.

6. An outdoor pool at the Main Building is permitted by right.

7. All remaining land uses allowable by right or special use permit in the Planned Commercial zoning district are allowed by right or as special use as defined in section 154.403 of the Zoning Code. All land uses must be consistent with the approved Preliminary PUD Plan.

According to Article 4 Table 154.403.1, certain Principal and Accessory land uses in the Planned Unit Development will only be allowed after approval for a Special Use Permit. Section 154.925, Variances, shall apply when necessary.

4.2 **Final PUD Development Plan Phases.** Consistent with the City of Galena Zoning Code, Section 154.923 (D), Final PUD Development Plans shall be submitted to the Zoning Administrator for recommendation to the Zoning Board of Appeals. Each phase of Final PUD Development Plan shall be reviewed by the Zoning Board of Appeals for consistency with the Preliminary PUD Plan and compliance with City ordinances and this Agreement, prior to approval.

4.3 **Highway Corridor Overlay Compliance**. Prior to the issuance of any City building permit, the Owner shall comply with the provisions of the Highway Corridor Overlay District as found in Zoning Code Section 154 Appendix C for those portions of the Site to which the Corridor District applies. According to Section 154.922, a Non-Administrative Highway 20 Development permit shall be required for those portions of the Property to which the Corridor District applies.

4.4 **Screening**. Pursuant to Zoning Code Section 154.301 and Section 154.923, Owner/Developer shall be required to provide City with the proposed location and screening of all onsite facilities for refuse collection, loading areas, outdoor storage

areas and HVAC or other utility equipment prior to the issuance of a building permit for the construction of any improvements on the Site.

4.5 **Materials to be Used**. Exterior materials on all buildings shall comply with Section 154, Appendix C, of the Zoning Code, as applicable.

4.6 **Lighting, Signage and Parking.** Lighting, signage, parking, and other infrastructure in the development shall comply with the City of Galena Zoning Ordinance Sections 154.601-154.604 and 154.801-154.811.

4.7 **Utilities**. All public utilities constructed in the Site shall be located within easements dedicated for utility services. All easements shall be a minimum twenty (20) feet in width and shall be adequate for the maintenance, repair, and replacement of the utilities as determined by the City engineer. All utilities constructed in the Site shall be located underground.

4.8 **Permits**. Prior to commencing construction of any buildings or development work, Owner/Developer shall at its sole cost and expense acquire any and all licenses or permits which may be required for said construction or work by applicable local ordinances of the City, as well as may be required by all county, state or federal statutes or regulations.

ARTICLE V

CODES AND ORDINANCES; FEES

5.1 Except where specifically limited or reserved by this Agreement, to the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, either presently existing or hereafter adopted, by the City of Galena Code of Ordinances, the City of Galena Zoning Code, the City of Galena Storm Water Detention Ordinance, or any other City code, ordinance or regulation, the terms, provisions and standards of this Agreement shall control and govern during the term of this Agreement.

5.2 No fee or charge of any description shall be imposed upon the Owner/Developer or upon the development and use of the Site, unless, as of the date of this Agreement, such fee or charge is in existence and being collected by the City on a uniform basis from all Owner/Developer, users and developers of property within the City. The Owner/Developer shall be subject to any changes in fees or charges, either increases or decreases, or new fees or charges, collected by the City during the term of this Agreement provided said changes are implemented on a uniform basis in the City and applicable to the Owner/Developer.

ARTICLE VI

SANITARY SEWER SERVICE

6.1 The City represents and warrants that it owns, operates and maintains a sanitary sewage collection, treatment and disposal system within its borders, and

nearby the Site. All buildings on the Site that are required by building code to have sanitary sewer facilities shall be connected to the public sewer system and shall not be permitted to utilize septic treatment or other alternative treatment or containment systems. Owner/Developer shall provide, at the sole cost and expense of the Owner/Developer, a study by a professional engineer, approved by the City prior to the commencement of work to perform the study, which clearly demonstrates the capacity of the existing sanitary system to serve the expected needs of Owner/Developer without adversely affecting the operation of the existing sanitary system. Said study shall also identify all needs and design requirements for the installation of all connecting mains, etc. to the existing City sewer system and any required system of mains within the Site for a fully functioning system to serve the sanitation sewer needs of the Site as developed. Any necessary upgrades of the system identified by said engineering study, including any infrastructure to be located outside of the Site, and including but not limited to, pipes, valves, lift stations, pumps, treatment facilities, SCADA, lift stations, back-up power supplies, etc., shall be completed at the sole cost and expense of Owner/Developer prior to the City authorizing the Owner/Developer to connect to the system. Prior to the issuance of any construction or other permits related to any development of the Site, an Illinois Environmental Protection Agency construction and operating permit must be obtained at the sole cost and expense of the Owner/Developer. The City does not warrant, guarantee, or agree that the sanitary sewer system owned and operated by the City has sufficient capacity and functionality to serve the Site or any development thereof. The City shall not reserve any sewerage

capacity for the Site until such time that the City issues construction permits for the construction of the sanitary sewer system for the Site in accordance with this paragraph.

6.2 Subject to the limitations set forth herein, the Owner/Developer shall have the right to connect to and use such sanitary sewer system and mains. Prior to the issuance of any building permits, Owner/Developer shall pay to the City all permit, tap-on and inspection fees based on the fee schedule in place at the time of permit application.

6.3 The Owner/Developer shall be responsible for obtaining any and all permissions, easements, or property necessary to install the sanitary sewer system needed to serve the Site. The City does not guarantee sufficient public right-of-way or public property to install sanitary sewer service outside of the Site. Any and all costs incurred by the City in assisting Owner/Developer in obtaining permits, easements, completion of the engineering study and any other assistance including, but not limited to City staff time, additional engineering and other professional costs as well as reasonable attorney fees, all as reasonably identified by the City, shall be reimbursed in full to the City by Owner/Developer prior to authorization to connect either to the existing sewer system or any extension or expansion thereof accomplished by Owner/Developer or the City pursuant to the terms of this Agreement. Such action to complete such extension of the sanitary sewer system main or mains shall be taken no later than thirty (30) days before the date sanitary sewer service is required for occupancy of the improvements to be serviced by said sewer main extension and constructed on the Site. City shall without cost to the City and to the extent reasonably possible, assist Owner/Developer in procuring easements or acquiring property interests necessary to

extend the sanitary sewer from its current terminus to the boundary of the Site in order to provide sanitary service to the Site. All such work will be done in accordance with plans provided in said engineering study and approved by the City Engineer.

6.4 Owner/Developer acknowledges and agrees that should a new sanitary lift station(s) be required to serve the Site, a generator sufficient to provide the back-up power necessary to assure ongoing operation of the lift station(s) and sewer system used to serve the Site shall be provided at the sole cost and expense of Owner/Developer. In addition, Owner/Developer acknowledges and agrees that a SCADA system interface compatible with the SCADA system operated by the City must be provided with the lift station(s) at the sole cost and expense of the Owner/Developer.

ARTICLE VII

POTABLE WATER SERVICE

7.1 The City represents and warrants that it owns, operates and maintains a potable water supply and distribution system within its borders. All buildings on the Site that are required by building code to have potable water service shall be connected to the public water system and shall not be permitted to private wells or other private water systems. Owner/Developer shall provide, at the sole cost and expense of Owner/Developer, a study by a professional engineer, approved by the City prior to the commencement of work to perform the study, which clearly demonstrates the capacity and pressure of the existing potable water system to serve the expected needs of Owner/Developer without adversely affecting the operation of the public water system. Said study shall also identify all needs and design requirements for the installation

including all pipes, valves, hydrants, booster pumps, pressure stations, wells and storage. Said study shall also identify all needs and design requirements for the installation of all connecting mains to the existing City potable water system and any required system of mains within the Site for a fully functioning system to serve the potable water needs of the Site as developed. Any necessary upgrades of the system identified by said engineering study, including any infrastructure to be located outside of the Site, and including but not limited to any pipes, valves, hydrants, pressure stations, towers, public wells, SCADA, etc., shall be completed at the sole cost and expense of the Owner/Developer prior to the City authorizing the Owner/Developer to connect to the system. Prior to the issuance of any construction or other permits related to any phase of the development of the Site, an Illinois Environmental Protection Agency construction and operating permit must be obtained at the sole cost and expense of the Owner/Developer. The City does not warrant, guarantee or agree that the potable water system owned and operated by the City has sufficient capacity or functionality to serve the Site or any development thereof. Furthermore, the City shall not reserve any potable water capacity for the Site until such time that the City issues construction permits for the construction of the water sewer system for the Site in accordance with this paragraph.

7.2 Subject to the limitations set forth herein, the Owner/Developer shall have the right to connect to and use such potable water supply system. Prior to the issuance of any building permits, Owner/Developer shall pay to the City all permit, tap-on and inspection fees based on the fee schedule in place at the time of permit application.

7.3 The Owner/Developer shall be responsible for obtaining any and all permissions, easements, or property necessary to install the potable water system needed to serve the Site. The City does not guarantee sufficient public right-of-way or public property to install water service outside of the Site. Any and all costs incurred by the City in assisting Owner/Developer in obtaining permits, easements, completion of the engineering study and any other assistance including, but not limited to City staff time, additional engineering and other professional costs as well as reasonable attorney fees, all as reasonably identified by the City, shall be reimbursed in full to the City by Owner/Developer prior to authorization to connect either to the existing potable water system or any extension or expansion thereof accomplished by Owner/Developer or the City pursuant to the terms of this Agreement. Such action to complete such extension of the potable water main or mains shall be taken no later than thirty (30) days before the date water service is required for occupancy of the improvements to be serviced by said water main extension and constructed on the Site. City shall, without cost to the City and to the extent reasonably possible, assist Owner/Developer in procuring easements or acquiring property interests necessary to extend the potable water from its current terminus to the boundary of the Site in order to provide potable water service to the Site. All such work will be done in accordance with plans provided in said engineering study and approved by the City Engineer. Water within the Site shall be extended only with Illinois Environmental Protection Agency approval and pursuant to permits from the City.

ARTICLE XIII

STORM DRAINAGE

8.1 Owner/Developer shall be responsible for providing all necessary storm sewers, conveyances, pumps and equipment, detention systems and compensatory storage in compliance with the City of Galena Storm Water Detention Ordinance as amended, the existing City of Galena Flood Plain Ordinance and all other local, state, and federal applicable laws and regulations, as modified or amended pursuant to the terms of this Agreement. All storm sewers, conveyances, pumps and equipment, detention systems and compensatory storage shall be constructed, owned and maintained at the sole cost and expense of the Owner/Developer.

ARTICLE IX

ROADWAYS

9.1 The Owner/Developer shall construct all roadways required to be developed on the Site or constructed to access the Site from an existing public roadway. Said construction shall be completed at the expense of the Owner/Developer and in accordance with the City's standards for roadway construction as they pertain to stone base and bituminous or concrete surfacing. Roadway widths shall be appropriate for the planned use, but in no case shall be less than required to safely drive the fire department ladder truck. All roadways shall be constructed to accommodate the ladder truck without requiring multi-point turning or backing. All roadway design and construction shall be approved by the City Engineer.

9.2 The City agrees to cooperate with the efforts of the Owner/Developer in obtaining the necessary approvals from the Jo Daviess County Highway Department for access from Blackjack Road.

9.3 All roadways shall be owned and maintained by the Owner/Developer and shall not be dedicated to the City.

ARTICLE X

OTHER REQUIREMENTS REGARDING INFRASTRUCTURE

10.1 All public infrastructure including, but not limited to the sanitary sewer system and potable water system shall be installed on the Site consistent with all City ordinances, specifications, rules, regulations and the terms of this Agreement and same shall be subject to inspection and testing by appropriate officials of the City prior to the required dedication to and acceptance of same by the City. No occupancy permits for any commercial buildings in the development shall be issued by the City until all testing, inspection, dedication and acceptance by the City of any sanitary sewer and potable water connections to existing City systems has been completed. All costs and expenses of such testing and inspections to facilitate City approval and acceptance thereof shall be paid by Owner/Developer, including, but not limited to, the cost of a professional engineer at any time during the development of the Site as required by the City to inspect and test the sewer system and potable water system. Prior to the City accepting dedication of any public infrastructure, said professional engineer shall provide the City with a report confirming all public infrastructure is installed in accordance with City approved plans and specifications. Acceptance of public infrastructure shall be achieved

by the adoption of an ordinance(s) with accompanying bill(s) of sale from the Owner/Developer.

10.2 Prior to taking any action with regard to installing any such public infrastructure systems, Owner/Developer shall provide at least forty-eight (48) hour advance notice to the City that such work is about to commence. Failure to provide such notice prior to the beginning of any such work shall be a breach of this Agreement and shall subject the Owner/Developer to stop work order(s) for a duration determined by City to be appropriate under the circumstance.

10.3 Owner/Developer acknowledges and agrees that no public infrastructure shall be approved or accepted by the City, nor will any building permits be issued without the delivery to the City by Owner/Developer of "As Built" plans and/or drawings of all such public infrastructure installations in both paper and electronic form compatible with the Jo Daviess County Geographic Information System (GIS) or any similar system used by Jo Daviess County and the City at the time of submission of same.

10.4 Prior to acceptance of any dedication of any public infrastructure by the City, Owner/Developer shall provide to the City copies of all recorded easements needed for such public infrastructure. Owner/Developer agree that all such easements shall not be created nor recorded without prior City Attorney acceptance and approval of the language, terms and descriptions set forth therein. All such easements shall reference that maintenance and repairs of said public infrastructure shall be completed by Owner/Developer prior to acceptance of same by the City under the terms of this Agreement.

10.5 Owner/Developer shall warrant all infrastructure accepted by the City for a period of one year commencing on the date of acceptance of the infrastructure by ordinance. During the warranty period, Owner/Developer shall be responsible for all repairs necessary to maintain the public infrastructure free from defects or damage and in the same condition as at the date of acceptance.

ARTICLE XI

BUILDING PERMITS

11.1 It is agreed that the City will not issue building permits for the subject area unless and until City staff has completed all approvals as set forth above, including approval of the site plan consistent with zoning of the Site and the requirements as imposed upon Owner/Developer pursuant to this Agreement and any amendment thereto. Such plan or plans shall conform to the requirements of the Galena Zoning Code and the municipal codes applicable at the date of this Agreement. Such plan or plans, when submitted, shall be promptly considered by City staff and, if necessary, by the Galena Zoning Board of Appeals, the Zoning Administrator and/or the City Council, as the case may be. Owner/Developer shall pay all building permit fees required of properties located within the municipal limits at the time of application.

ARTICLE XII

TERM

12.1 This Agreement shall be binding upon the parties and their respective grantees, heirs, successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by City ordinance. Failure of Owner/Developer to complete development of the Site during said twenty (20) years shall require Owner/Developer to renegotiate a new Agreement with the City prior to proceeding with any development of the Site thereafter. Should the Property be annexed to the City at the expiration of the Term of this Agreement, the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Agreement shall not be affected.

ARTICLE XIII

PERFORMANCE BOND

13.1 A bond shall be required prior to the issuance of any permits for the construction of infrastructure intended to be dedicated to the City upon completion. To assure performance and completion of the terms and conditions of this Agreement and all construction and other commitments made by Owner/Developer under the terms of this agreement, Owner/Developer shall provide to the City a Performance Bond either in cash or through a bank or an insurance carrier acceptable to the City in an amount to be determined by City to cover one-hundred (100) percent of the cost of installing all public infrastructure. The surety described in this section may be issued in phases to correspond with any approved phases in the Final Planned Unit Development Plan but

must be in effect for any phase under construction. Said bond shall be in the name of the City, due within sixty (60) days of approval of the Final Planned Unit Development Plan and shall authorize the City to use said funds if Owner were to fail to perform under the terms of this Agreement. Failure to perform shall be identified as follows:

1. The infrastructure in any phase under construction is incomplete or deficient as required under this Agreement and the various applicable ordinances of the City; and
2. The work on any permitted phase of said infrastructure has ceased for more than twelve (12) months or the work on any permitted phase of infrastructure is incomplete twenty-four (24) months after the date the permit(s) was issued for said construction, and
3. The City has provided sixty (60) days written notice to Owner/Developer/Developers of the existence of such stoppage or deficiencies, or
4. At time of requested annexation under Article III hereof, Owner/Developer is unable or unwilling to complete the public infrastructure to satisfy City requirements or has failed to otherwise comply with the terms of this Agreement.

The City shall be authorized to collect and use said bond proceeds, at the sole discretion of the City, acting in good faith, unless Owner/Developer obtains an Order of a court of competent jurisdiction stopping such use. The language of and the provider of any such bond shall be agreed by the parties prior to the issuance of any construction permits by the City.

ARTICLE XIV

GENERAL PROVISIONS

14.1 **No Adverse Impact.** In accordance with Illinois Compiled Statutes (65 ILCS 5/7-1-5.3) the City acknowledges that it owns the Galena River Trail, a former railroad right-of-way that has been converted into a recreational trail. Based on the approved Preliminary PUD Plan, the City finds that the proposed development plan will have no adverse impact on the Galena River Trail, the users of the trail, or the built resources within the right-of-way. The City acknowledges and approves a pedestrian and bicycle connection to the Galena River Trail from the planned development. The access shall be pedestrian and bicycle only and no vehicles shall exit or enter the Site, other than vehicles responding to emergencies, by utilizing the trail. The Owner/Developer shall have the right to restrict access from the trail to the Site to guests of the Owner/Developer.

14.2 **Breach and Opportunity to Cure**. Before any failure of any 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 is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence.

14.3 **Enforcement**. The terms and conditions of this Agreement shall be specifically enforceable by the parties hereto. In the event of litigation initiated by either party for the purpose of seeking enforcement of this Agreement, the Court shall award reasonable attorneys fees and costs to the prevailing party, whether such fees are incurred for purposes of negotiation, trial or appellate practice. A party will be deemed to have prevailed if it obtains a judgment or settlement which substantially provides the relief sought by such party as determined by the Court.

14.4 **Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties including in the case of the City, by the adoption of an ordinance or resolution of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest. Any language of this section which is inconsistent with Illinois law at the time such language is being construed regarding amendment of annexation agreements is hereby agreed by the parties as void.

14.5 **No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

14.6 **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, heirs, successors and permitted assigns.

13.7 **Consent.** Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

14.8 **Paragraph Headings.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

14.9 **Severability**. If any provision, covenant 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, any provisions, covenants or portion of this Agreement are declared to be severable).

14.10 **Applicable Law.** This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

14.11 **Notices.** All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

To the City:

City of Galena
Attention: City Administrator
101 Green Street
Galena, IL 61036

with a copy to:

City of Galena
City Attorney
101 Green Street
Galena, IL 61036

To Owner/Developer:

David Hooten
True North Quality Homes, LLC
2100 Enterprise Avenue
Geneva, IL 60134

with a copy to:

James Baranski
Baranski, Hammer, Moretta & Sheehy
1101 S. Bench Street
Galena, IL 61036

or to such replacement parties as may from time to time be identified by written notice.

14.12 **Mutual Assistance.** Subject to provisions of this Agreement requiring payment for or reimbursement to the City for costs by Owner/Developer, the City and Owner/Developer shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the City's and Owner/Developer compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms. This process shall proceed in a manner where there shall be no costs to the City.

IN WITNESS WHEREOF, the City and Owner/Developer have caused this Annexation Agreement to be executed effective as of the day and year first above written.

CITY OF GALENA:

BY: Terry Renner
Its Mayor

ATTEST:

Mary Beth Hyde
Its City Clerk

OWNER/DEVELOPER:

BY: David Hooten
David Hooten

ATTEST: Judie Laureen

STATE OF ILLINOIS)
) ss.
JO DAVIESS COUNTY)

The foregoing instrument was acknowledged before me by Terry Renner, City Mayor, and Mary Beth Hyde, City Clerk, this 11 day of May, 2022.

Mary Beth Hyde
Notary Public

OFFICIAL SEAL
MARY BETH HYDE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 7/3/2025

STATE OF ILLINOIS)
) ss.
JO DAVIESS COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that **David Hooten**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10 day of May, 2022.

Maria Atibagos
Notary Public

OFFICIAL SEAL
MARIA ATIBAGOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 6/23/2025

PREPARED BY AND RETURN TO:

Joseph Nack
City Attorney
City of Galena
101 Green Street
Galena, IL 61036
815-777-1050

Exhibit A

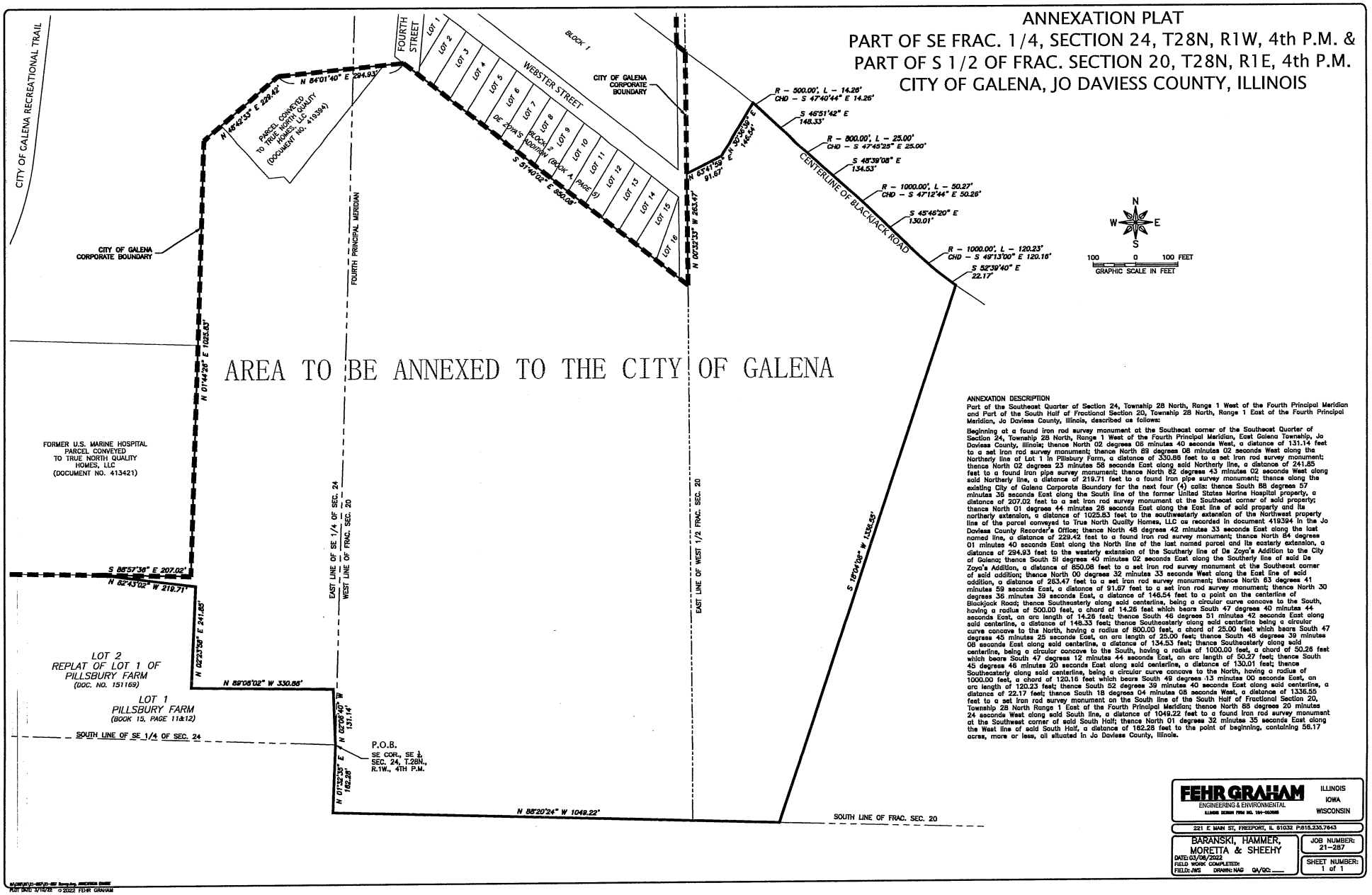
Legal Description of Territory Contemplated for Annexation

Part of the Southeast Quarter of Section 24, Township 28 North, Range 1 West of the Fourth Principal Meridian and Part of the South Half of Fractional Section 20, Township 28 North, Range 1 East of the Fourth Principal Meridian, Jo Daviess County, Illinois, described as follows:

Beginning at a found iron rod survey monument at the Southeast corner of the Southeast Quarter of Section 24, Township 28 North, Range 1 West of the Fourth Principal Meridian, East Galena Township, Jo Daviess County, Illinois; thence North 02 degrees 06 minutes 40 seconds West, a distance of 131.14 feet to a set iron rod survey monument; thence North 89 degrees 08 minutes 02 seconds West along the Northerly line of Lot 1 in Pillsbury Farm, a distance of 330.86 feet to a set iron rod survey monument; thence North 02 degrees 23 minutes 58 seconds East along said Northerly line, a distance of 241.85 feet to a found iron pipe survey monument; thence North 82 degrees 43 minutes 02 seconds West along said Northerly line, a distance of 219.71 feet to a found iron pipe survey monument; thence along the existing City of Galena Corporate Boundary for the next four (4) calls: thence South 88 degrees 57 minutes 36 seconds East along the South line of the former United States Marine Hospital property, a distance of 207.02 feet to a set iron rod survey monument at the Southeast corner of said property; thence North 01 degrees 44 minutes 26 seconds East along the East line of said property and its northerly extension, a distance of 1025.83 feet to the southwesterly extension of the Northwest property line of the parcel conveyed to True North Quality Homes, LLC as recorded in document 419394 in the Jo Daviess County Recorder's Office; thence North 48 degrees 42 minutes 33 seconds East along the last named line, a distance of 229.42 feet to a found iron rod survey monument; thence North 84 degrees 01 minutes 40 seconds East along the North line of the last named parcel and its easterly extension, a distance of 294.93 feet to the westerly extension of the Southerly line of De Zoya's Addition to the City of Galena; thence South 5l degrees 40 minutes 02 seconds East along the Southerly line of said De Zoya's Addition, a distance of 850.08 feet to a set iron rod survey monument at the Southeast corner of said addition; thence North 00 degrees 32 minutes 33 seconds West along the East line of said addition, a distance of 263.47 feet to a set iron rod survey monument; thence North 63 degrees 41 minutes 59 seconds East, a distance of 91.67 feet to a set iron rod survey monument; thence North 30 degrees 36 minutes 39 seconds East, a distance of 146.54 feet to a point on the centerline of Blackjack Road; thence Southeasterly along said centerline, being a circular curve concave to the South, having a radius of 500.00 feet, a chord of 14.26 feet which bears South 47 degrees 40 minutes 44 seconds East, an arc length of 14.26 feet; thence South 46 degrees 51 minutes 42 seconds East along said centerline, a distance of 148.33 feet; thence Southeasterly along said centerline being a circular curve concave to the North, having a radius of 800.00 feet, a chord of 25.00 feet which bears South 47 degrees 45 minutes 25 seconds East, an arc length of 25.00 feet; thence South 48 degrees 39 minutes 08 seconds East along said centerline, a distance of 134.53 feet; thence Southeasterly along said centerline, being a circular concave to the South, having a radius of 1000.00 feet, a chord of 50.26 feet which bears South 47 degrees 12 minutes 44 seconds East, an arc length of 50.27 feet; thence South 45 degrees 46 minutes 20 seconds East along said centerline, a distance of 130.01 feet; thence Southeasterly along said centerline, being a circular curve concave to the North, having a radius

of 1000.00 feet, a chord of 120.16 feet which bears South 49 degrees 13 minutes 00 seconds East, an arc length of 120.23 feet; thence South 52 degrees 39 minutes 40 seconds East along said centerline, a distance of 22.17 feet; thence South 18 degrees 04 minutes 08 seconds West, a distance of 1336.55 feet to a set iron rod survey monument on the South line of the South Half of Fractional Section 20, Township 28 North Range 1 East of the Fourth Principal Meridian; thence North 88 degrees 20 minutes 24 seconds West along said South line, a distance of 1049.22 feet to a found iron rod survey monument at the Southwest corner of said South Half; thence North 01 degrees 32 minutes 35 seconds East along the West line of said South Half, a distance of 162.28 feet to the point of beginning, containing 56.17 acres, more or less, all situated in Jo Daviess County, Illinois.

Exhibit B



ANNEXATION DESCRIPTION

Part of the Southeast Quarter of Section 24, Township 28 North, Range 1 West of the Fourth Principal Meridian and Part of the South Half of Fractional Section 20, Township 28 North, Range 1 East of the Fourth Principal Meridian, Jo Daviess County, Illinois, described as follows:

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FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003668
ILLINOIS
IOWA
WISCONSIN
221 E MAIN ST, FREEPORT, IL 61032 P:815.235.7643

BARANSKI, HAMMER, MORETTA & SHEEHY
DATE: 03/08/2022
FIELD WORK COMPLETED:
FIELD: JWS DRAWN: NAG QA/QC: ___

JOB NUMBER: 21-287

SHEET NUMBER: 1 of 1

PLOT DATE: 3/10/22 © 2022 FEHR GRAHAM

Exhibit C1

City of Galena, IL
Zoning Map

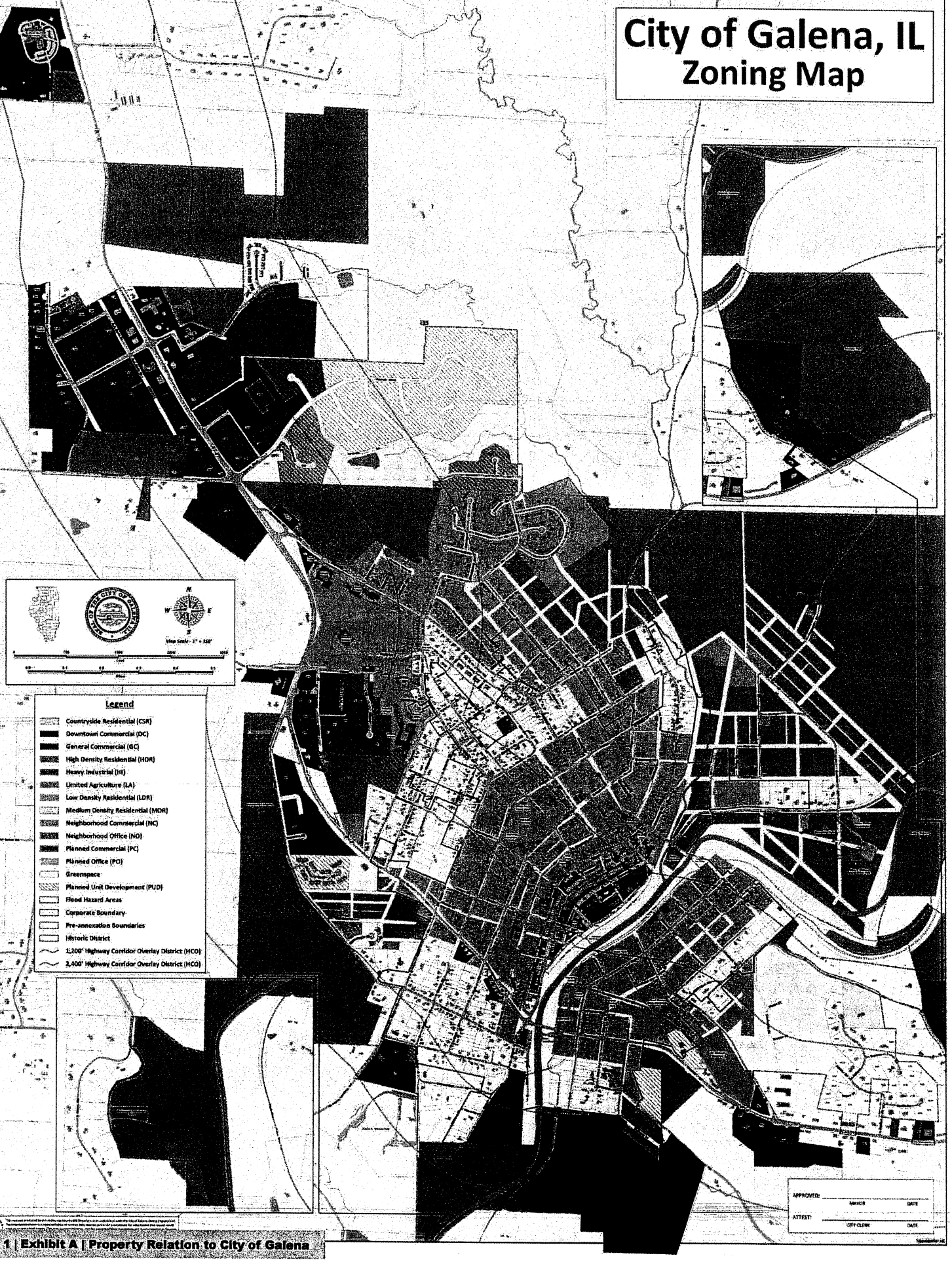


Exhibit C2

Parcels within 250' of True North Quality Homes parcels

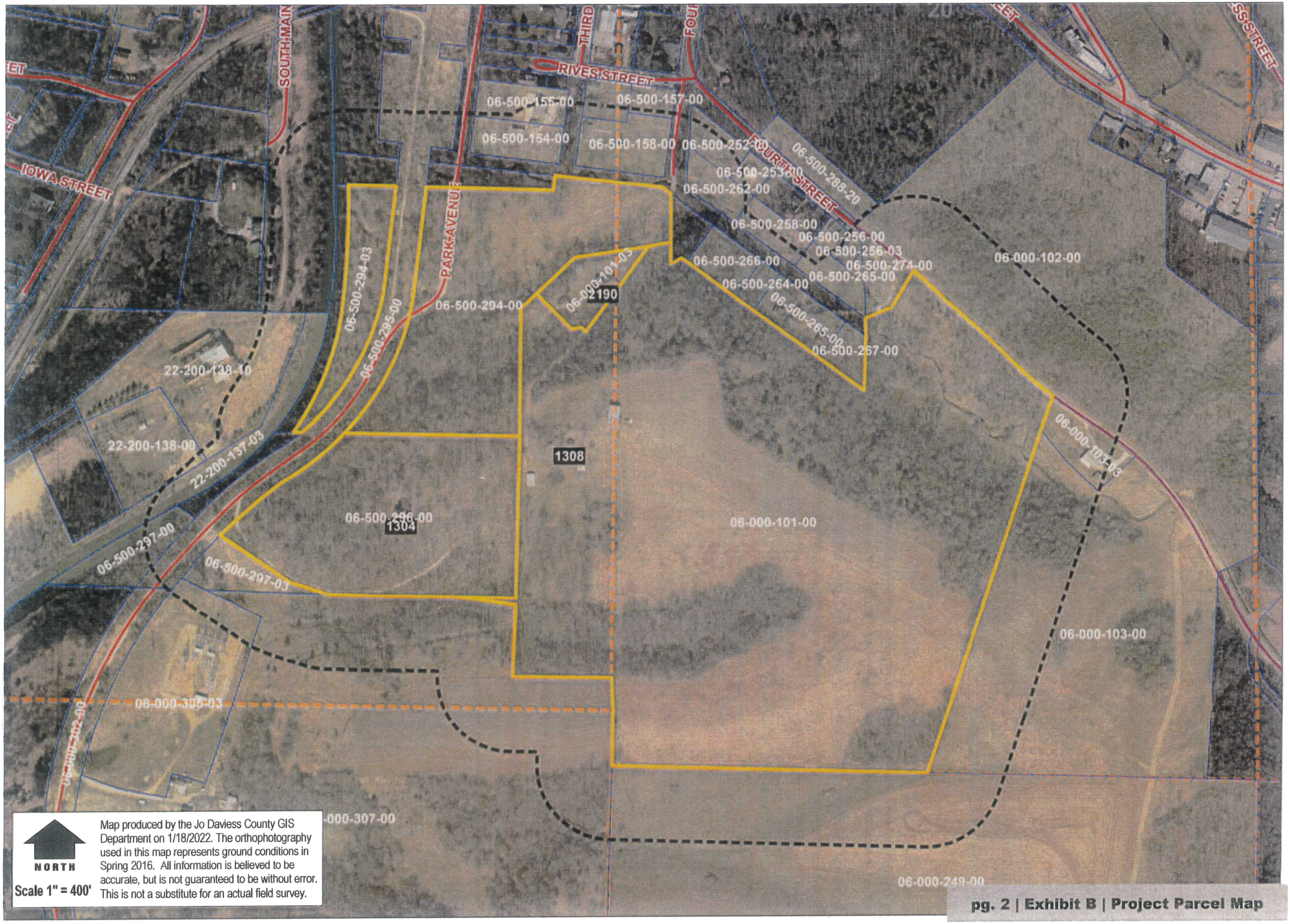


Exhibit C3a

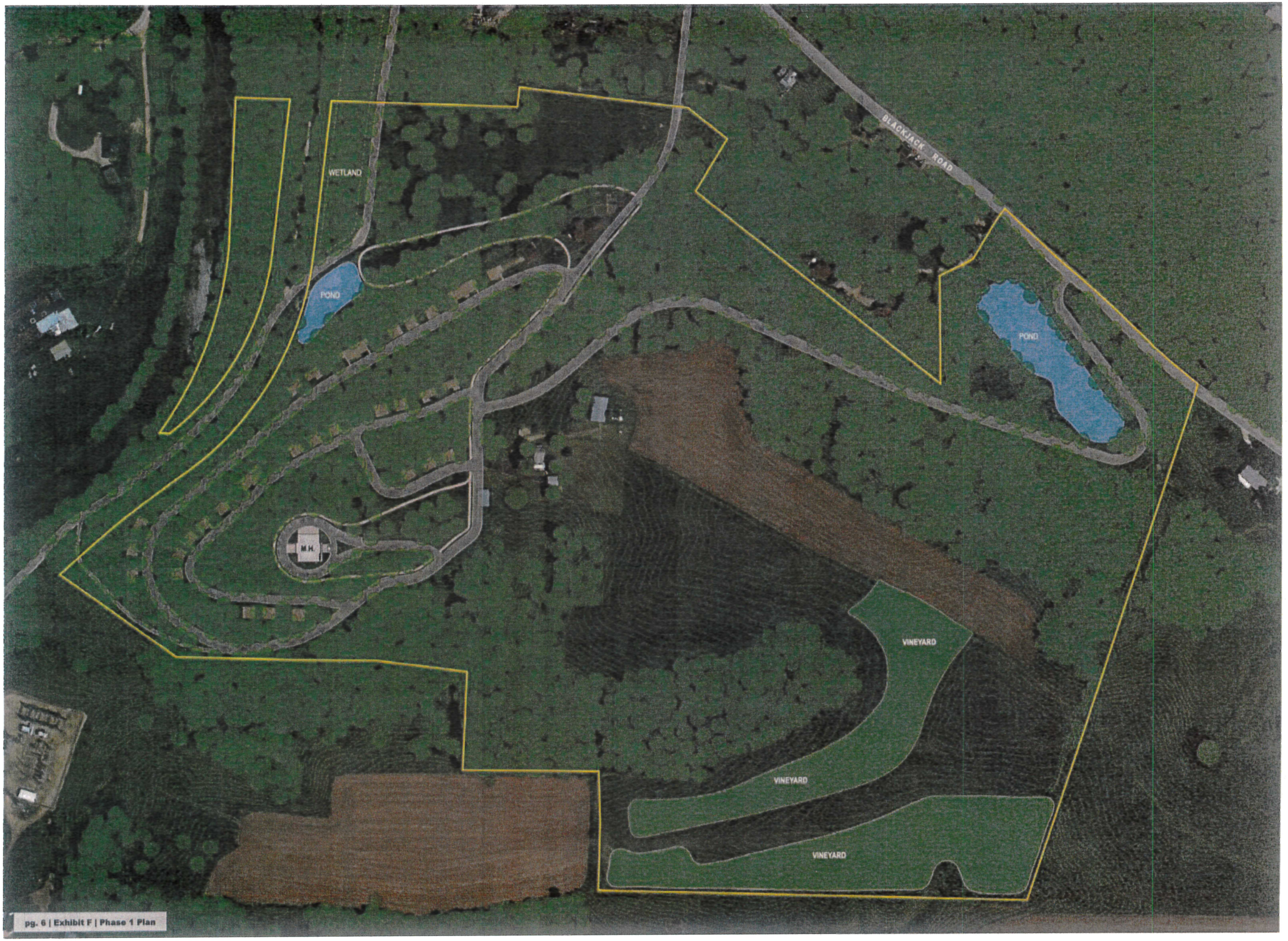

WETLAND
POND
POND
BLACKJACK ROAD
M.H.
VINEYARD
VINEYARD
VINEYARD
pg. 6 | Exhibit F | Phase 1 Plan

Exhibit C3b

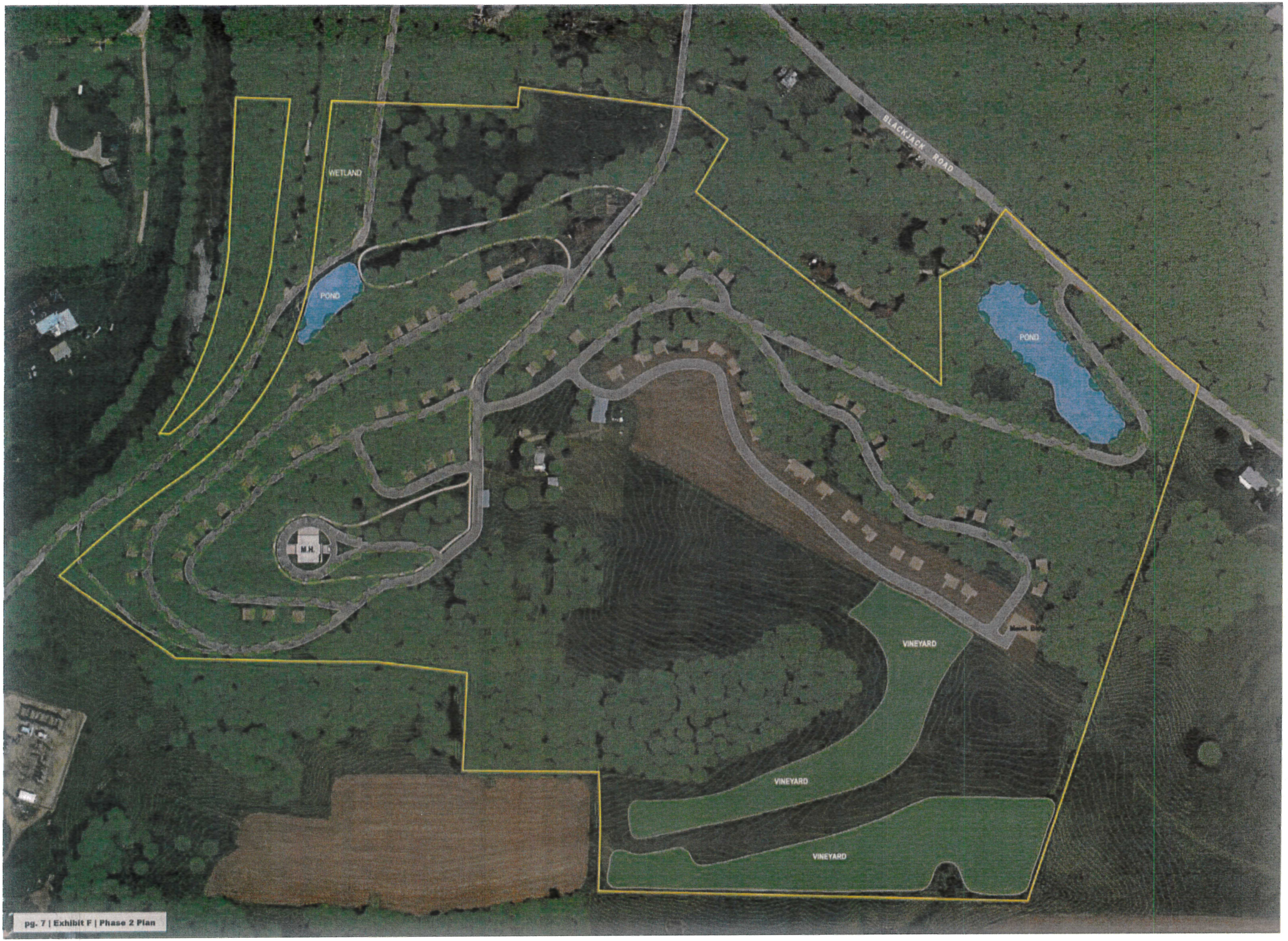

BLACKJACK ROAD
WETLAND
POND
POND
M.H.
VINEYARD
VINEYARD
VINEYARD
pg. 7 | Exhibit F | Phase 2 Plan

Exhibit C3c

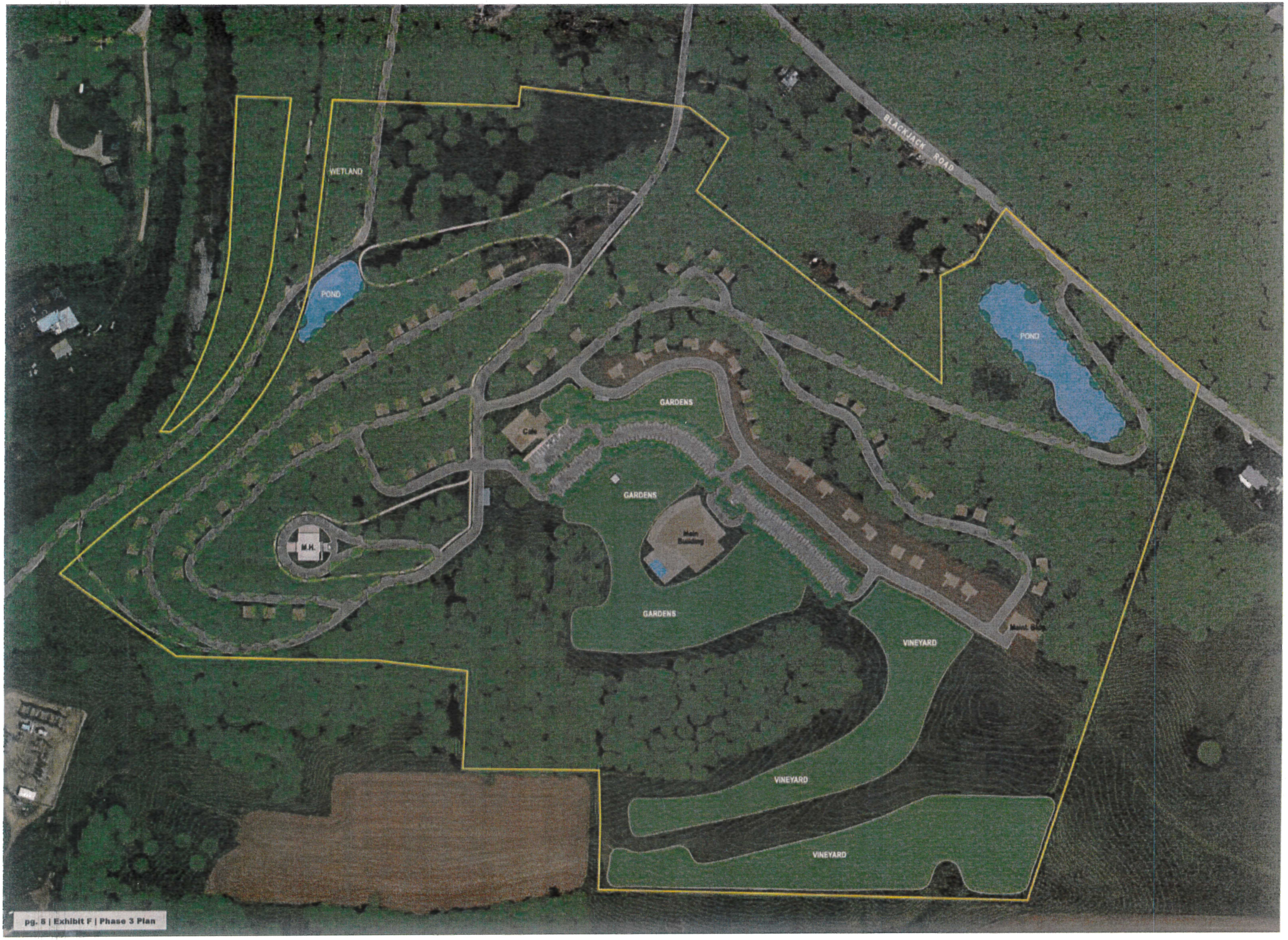

WETLAND
POND
BLACKJACK ROAD
POND
GARDENS
Cafe
GARDENS
M.H.
Main Building
GARDENS
Maint. Bldg.
VINEYARD
VINEYARD
VINEYARD
pg. 8 | Exhibit F | Phase 3 Plan

Exhibit C3d

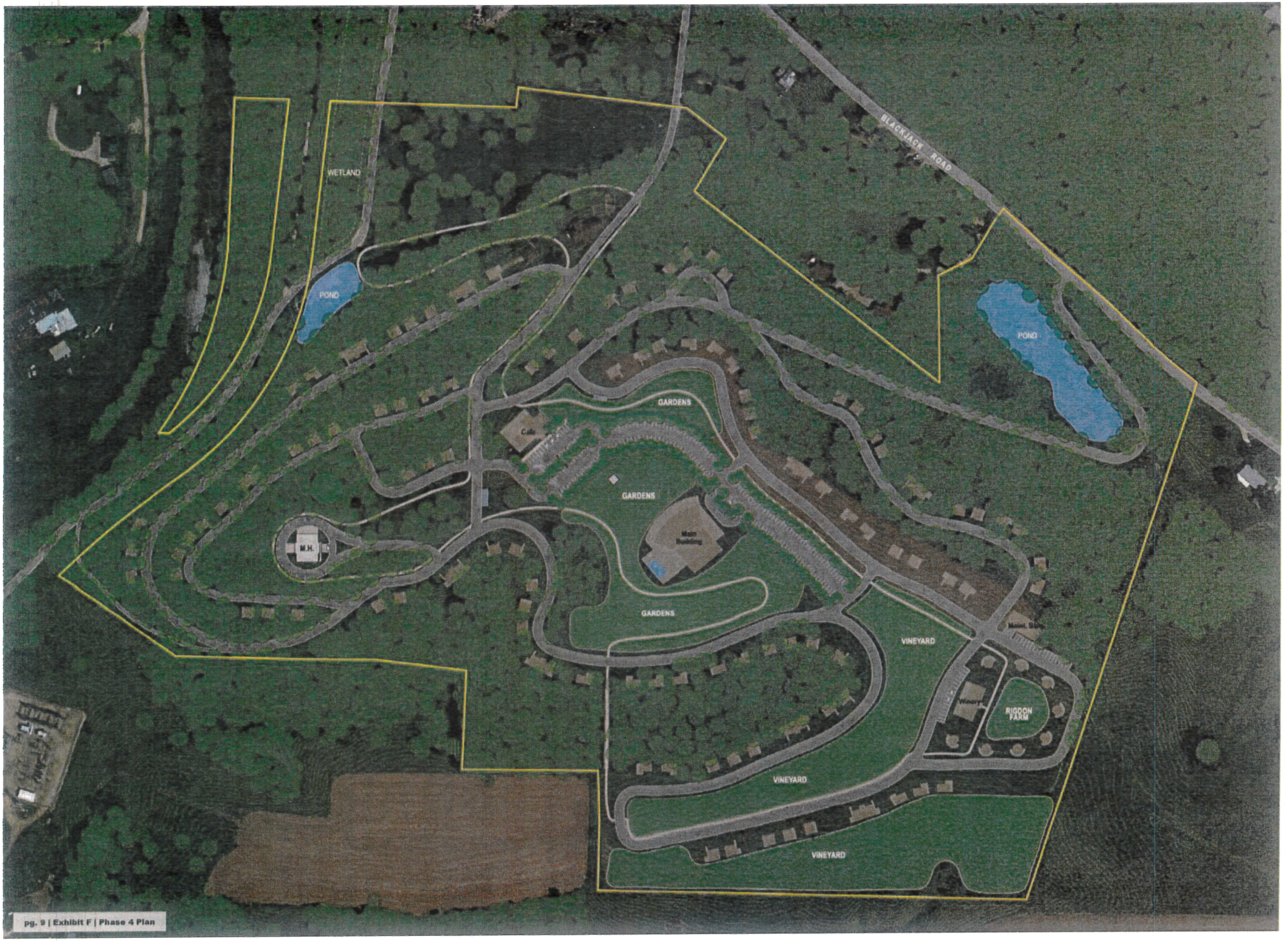
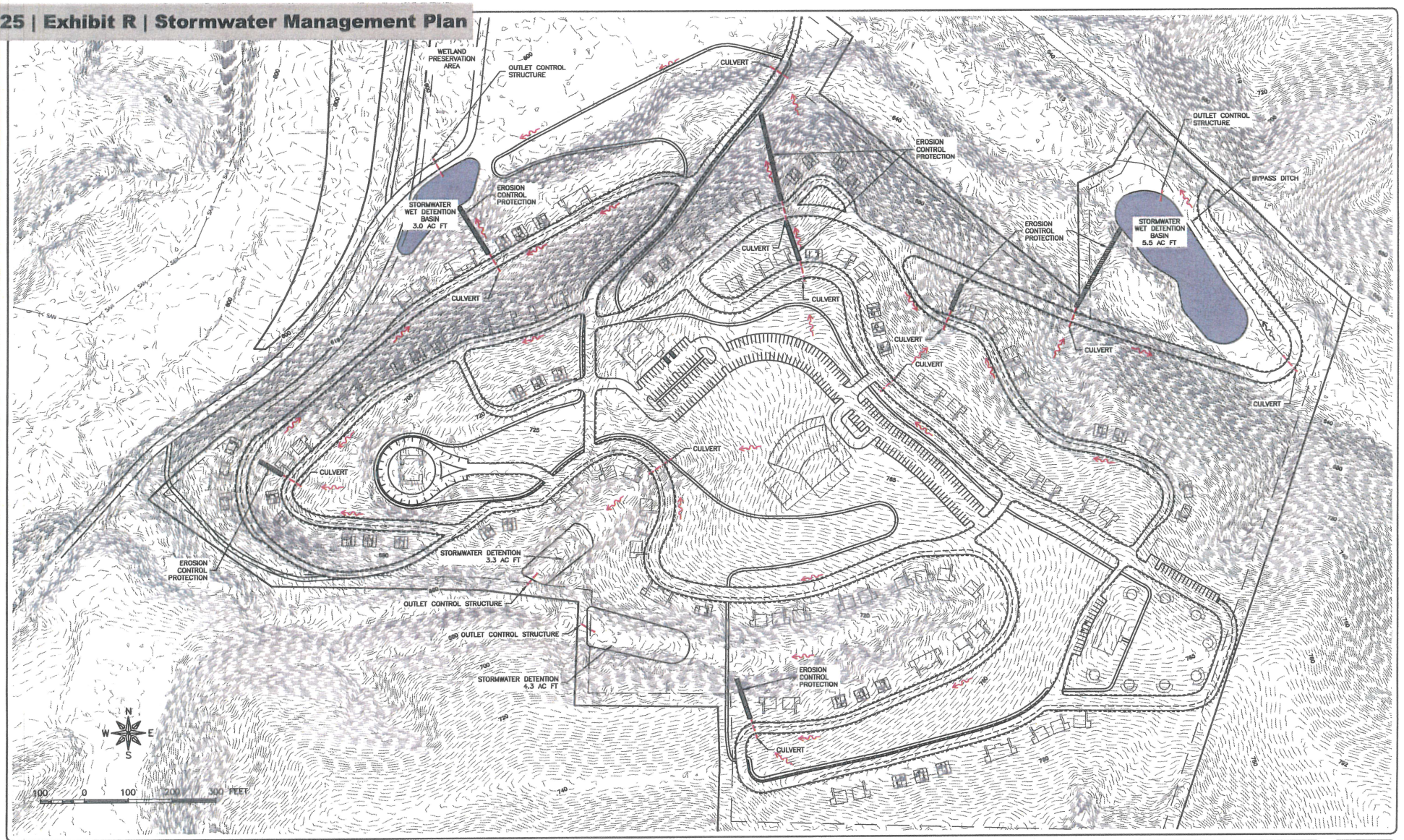

WETLAND
POND
BLACKJACK ROAD
POND
GARDENS
GARDENS
M.H.
GARDENS
VINEYARD
RIGDON FARM
VINEYARD
VINEYARD
pg. 9 | Exhibit F | Phase 4 Plan

Exhibit C4

pg. 25 | Exhibit R | Stormwater Management Plan



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003020
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
BIEN VIE

PROJECT AND LOCATION:
THE PARKER
GALENA, ILLINOIS

DRAWN BY: JW
APPROVED BY: AJR
DATE: 1/18/22
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:
STORMWATER MANAGEMENT PLAN

SET TYPE: PRELIMINARY

JOB NUMBER:
21-287

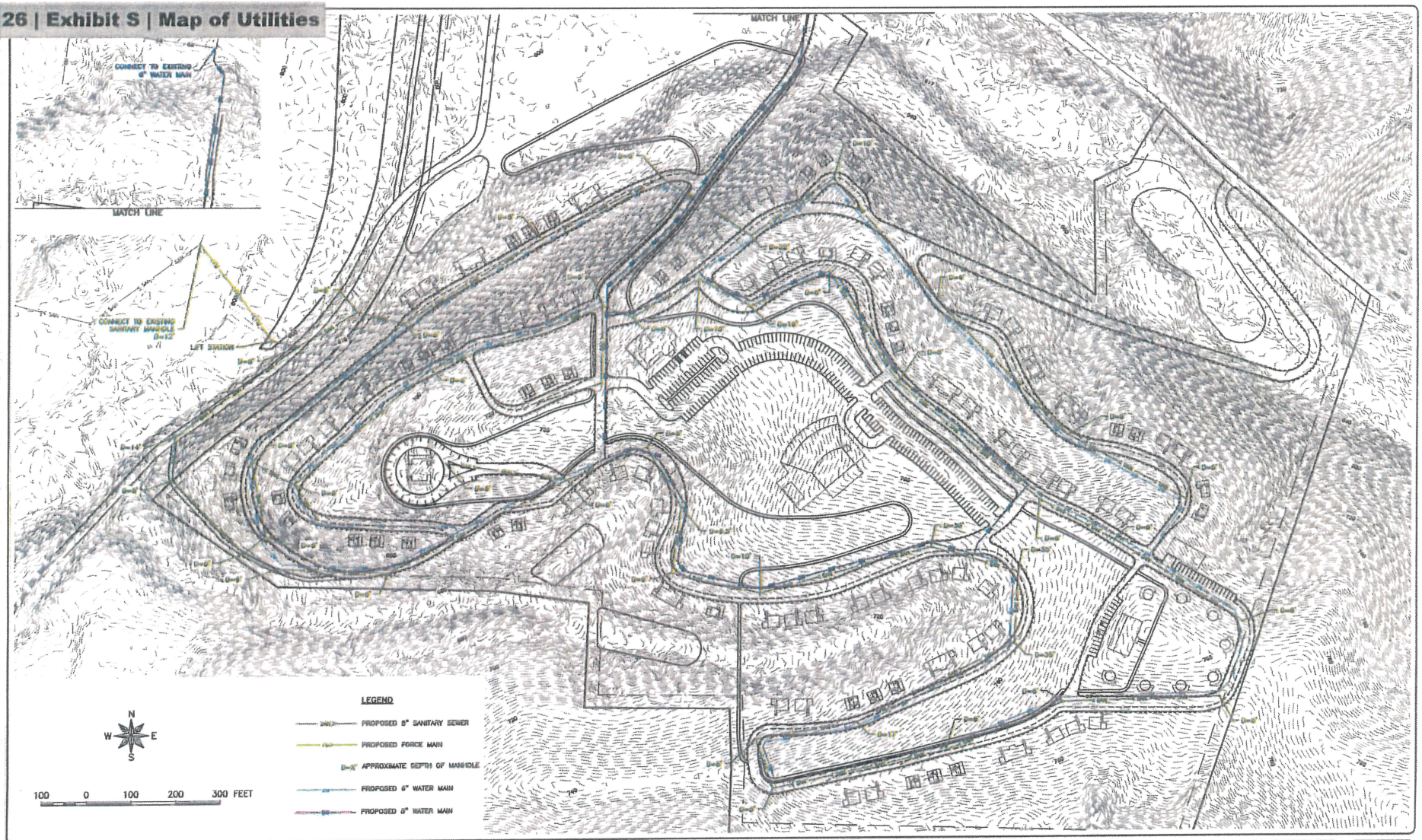
SHEET NUMBER:
1 of 1

PLOT DATE: 1/18/22

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Exhibit C5

pg. 26 | Exhibit S | Map of Utilities



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ILLINOIS
IOWA
WISCONSIN

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OWNER/DEVELOPER: BIEN VIE

PROJECT AND LOCATION: THE PARKER GALENA, ILLINOIS

DRAWN BY: JW
APPROVED BY: AJR
DATE: 1/18/22
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

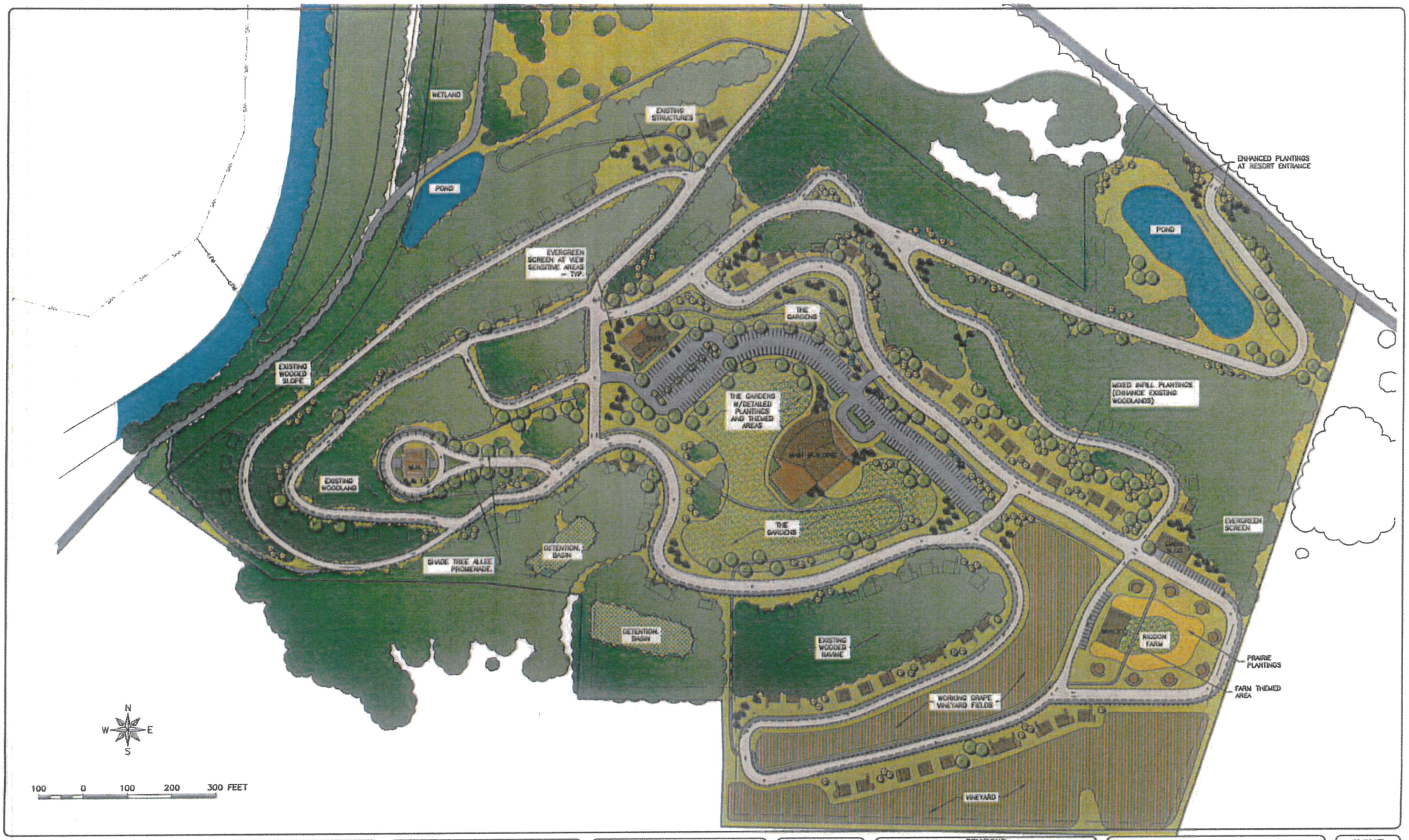
DRAWING: UTILITIES PLAN

SET TYPE: PRELIMINARY

JOB NUMBER: 21-287

SHEET NUMBER: 1 of 1

Exhibit C6



FEHR GRAHAM
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ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER: BIENVIE

PROJECT AND LOCATION: THE PARKER GALENA, ILLINOIS

DRAWN BY: KAH
APPROVED BY: KAH
DATE: 1/18/22
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING: LANDSCAPE DEVELOPMENT PLAN
SET TYPE: PRELIMINARY

JOB NUMBER: 21-287
SHEET NUMBER: 1 of 1