

ADAMS & HUETSCH

ATTORNEYS AT LAW

• TOM D. ADAMS
• JAY M. HUETSCH

OF COUNSEL:
ROBERT W. HAWKINS
LICENSED IN MISSOURI

LICENSED IN ILLINOIS
AND MISSOURI

321 WEDGEWOOD SQUARE
P.O. BOX 647
COLUMBIA, ILLINOIS 62236
618/281-5185/5186
FAX 618/281-5553

April 14, 2003

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APR 14 2003

CITY OF COLUMBIA, IL

Mayor and Aldermen of the Columbia City Council
Columbia City Hall
208 South Rapp Avenue
P. O. Box 467
Columbia, Illinois 62236

**RE: Second Amendment to Louis I. Mund and Columbia Golf Club, Inc.
Annexation Agreement of March 15, 1993
Annexation Agreement for the Annexation and Development of Three
(3) Additional Tracts of Property Adjoining the Annexation Territory
Involved in the Mund/Columbia Golf Club Original Annexation**

Dear City Council Members:

I am pleased to enclose the following:

(1) An April 12, 2003 revision of the Second Amendment to the Annexation Agreement for the original Louis I. Mund and Columbia Golf Club Annexation Agreement dated March 15, 1993 pertaining to the annexation of 444 acres to the City of Columbia, Illinois;

(2) An April 12, 2003 revision of the Annexation Agreement for the annexation of 71 additional acres to the City to be developed with the territory involved in the Second Amendment Agreement.

Each agreement provides that the first exhibit to be attached to that agreement is the other agreement. That is to say, the first exhibit for the Second Amendment to the March 15, 1993 Mund/Columbia Golf Club Annexation Agreement is the Annexation Agreement for the additional 71 acres; and, the first exhibit to be attached to the Annexation Agreement for the annexation of 71 additional acres to the City is the Second Amendment to the original Mund/Columbia Golf Club Annexation Agreement of March 15 1993.

At the regular City Council meeting in November, 2002, when Bill Hawn, Paul Friedrich and Louis Mund made their most recent presentation to the City regarding their

development proposal and the annexation proceedings required for the same, Alderman Niemietz requested a summary of the differences between the original Annexation Agreement of March 15, 1993 and what the City is now being requested to approve with regard to the subject development. As is evident from the sheer bulk of the documents involved, it is only with great pain and suffering and severe distress that one will be able to read and comprehend the documentation involved. Responding to Alderman Niemietz's request, and in an effort to set forth the differences as I ascertain them to be, the following are the differences between the prior Annexation Agreement of March 15, 1993 and the current proposal:

(1)

Under the original Annexation Agreement and Master Plan, the 444 acres involved in that Annexation Agreement could be used only for golf course, for R-3 (One-Family Dwelling Zoned District) and R-7 (Multi-Family Dwelling Zoned District) limited to not to exceed four (4) family unit condominiums. **Up to 40% of the 444 acres (177.6 acres, more or less) could be zoned multi-family.**

Under the new proposal (new agreements and new Master Plan) 334.62 acres would be zoned for golf course uses and purposes, 23.77 acres would be zoned for C-3 (Highway Business Zoned District) being the first 600 feet in depth along State Route 3; only 55.89 acres would be zoned for multi-family (which is not limited to condominiums but can include town houses, condominiums, duplexes, zero lot line housing units or similar development that is limited to not to exceed four (4) units per building; 47.27 acres is zoned for R-1 (One-Family Dwelling Zoned District) of a minimum lot size of one (1) acre, and 87.69 acres is proposed to be zoned R-3 (One-Family Dwelling Zoned District) for subdivision lots of a minimum bulk area of 16,000 square feet.

(2)

Under the new proposal if the golf course property usage is abandoned for in excess of one (1) year, the City would have the right to rezone the golf course property from A-1 (Agricultural Zoned District) to R-3 (One-Family Dwelling Zoned District) or for smaller lot residential development. There was no rezoning allowance provided for in the original Agreement. However, notwithstanding there was not provision for rezoning in the original Agreement, under the Illinois Zoning Law the City would have a right to rezone to other uses compatible with the neighborhood which would not deprive the landowner of any reasonable economic value for their property.

(3)

Under both the prior Agreement and the current proposal, private streets with oil and chip surfacing are allowed and the specifications applicable to those streets and rights-of-way would be those that were in effect at the time of the original annexation March 15, 1993. That would include the street right-of-way and pavement widths as follows:

The Code requirement for street right-of-way and pavement in effect March 15, 1993 was:

<u>Street Classification</u>	<u>Minimum Right-of-Way</u>	<u>Minimum Pavement</u>	<u>Minimum Pavement if Parking</u>
Arterial Street	70 feet	42 feet	No Parking
Collector Street	50 feet	30 feet	34 feet
Local Street	40 feet	20 feet	34 feet
Frontage (marginal access road)	30 feet	20 feet	No Parking
Short Street	40 feet	20 feet	34 feet
Cul-de-sac (turn around)	100 feet diameter	70 feet diameter	No Parking

The current Code requirement for street right-of-way and pavement is as follows:

<u>Street Classification</u>	<u>Width of Surface (Back of curb to back of curb)</u>	<u>Width of Right-of-Way</u>
Arterial Street	IDOT Standard	IDOT Standard
Collector Street	IDOT Specification	IDOT Specification
Local Street (R-1 & R-2 Zoned Districts)	30 feet	50 feet
(R-3 thru R-7 Zoned Districts)	36 feet	50 feet
Cul-de-sac (turn around)	70 foot diameter	100 foot diameter

Under the prior Agreement and current proposal should the property owner wish to dedicate streets to the City, the property owner would be required to bring streets sought to be dedicated to the City up to City Code standards in effect at the time of the proposed dedication (including street and right-of-way width).

The current City ordinance regulating private streets requires that they be built according to the street specifications of the City in effect at the time of the development (including street width). Further, private streets under the current City Codes are only allowed by City Council approval.

Under the current proposal and not in the prior Agreement, final subdivision plats for the development will be required to contain in the notes on the plat and on the lot sale contracts and deeds transferring ownership of lots in the subdivision that street ownership and maintenance is the responsibility of the property owner or developer and not the responsibility of the City due to the streets being private.

(4)

Under the new proposal (and not in the prior Agreement), gated communities would be allowed. Fire and police protection would be subject to mutual agreement. If the City provides fire and police protection, the property owners must provide comprehensive liability insurance coverage for the City Police Department and the Rural Urban Fire Department and their employees with minimum coverage of \$1,000,000 per occurrence and aggregate coverage of \$3,000,000.

(5)

Under the new proposal and not in the prior Agreement, the City may require drainage and other certificates on subdivision plats limiting the City's responsibility for maintenance of drainage facilities and other land use regulations and allowing the City to have a lien on the property in the subdivision to enforce compliance with those restrictions or conditions.

(6)

Under the original Agreement, the City agreed to issue a liquor license for the existing Columbia Golf Course Club House upon compliance with the City Liquor Control Ordinance and applicable State statutes. Under the new Agreement, the City agrees to do the same for the existing club house and the club house proposed to be constructed.

(7)

Under both Agreements, the City is required to pay annexation expenses, including attorney fees. At the time of the original annexation in March of 1993, it was a City policy that the City Attorney would prepare all the annexation documents and the City would pay all the annexation expenses. Under the currently existing Annexation Policy Ordinance, being Section 17.50.010 of the Municipal Code, where the annexation is at the request of a property owner, the annexation petitioner is required to pay for or reimburse the City for all costs incurred by the City for survey work, land title work, legal fees and engineering fees incurred by the City in connection with the proposed annexation (including the mailing of notices to necessary parties, etc.) whether or not the property is annexed.

(8)

Under the original Agreement, the property owner agreed to dedicate additional property for widening of Monroe County Road District No. 5 "AA" Road. Under the new Agreement as I have written it, the additional property for road widening can also be used for utilities and drainage.

(9)

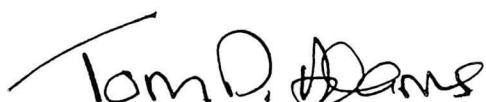
In the new proposal as I have drafted it, the property owner is required to pay for reconstruction and improvement of Rueck Road from the former Pfeffer property (proposed Brellinger Subdivision where D & A Builders - Dennis Brand, Builder, intends to construct Rueck Parkway) to the subject golf course annexation tract. This was not involved in the original Agreement.

(10)

In the original March, 1993 Annexation Agreement, the annexation petitioners agreed to donate right-of-way for widening of County Road "AA" which was in that agreement referred to as a county road. I have since discovered that "AA" Road is a Monroe County Road District No. 5 road. Consequently, when the City annexed the 444 acre Mund/Columbia Golf Club property in 1993, the access control and maintenance of adjoining Road District No. 5 "AA" Road became the responsibility of the City. The new Agreement recognizes this change. The old Agreement referred to "AA" Road continuing under the jurisdiction of Monroe County.

I am, this date, mailing copies of the enclosed documents to the developers and their attorneys.

Very truly yours,



TOM D. ADAMS
Corporate Legal Counsel
City of Columbia, Illinois

TDA/mp

Enc.

cc: Kenneth Vaughn, City Engineer

**SECOND AMENDMENT TO ANNEXATION AGREEMENT
FOR THE ANNEXATION OF A TRACT OF REAL ESTATE
COMPRISING 450~~444~~ ACRES, MORE OR LESS, TO THE
CITY OF COLUMBIA, ILLINOIS WHICH PROPERTY HAS
FRONTAGE ON OLD STATE OF ILLINOIS HIGHWAY
ROUTE NO. 3 AND ON MULE ROAD, IS SITUATED IN BOTH
MONROE COUNTY AND ST. CLAIR COUNTY, ILLINOIS,
AND WHICH PROPERTY IS IMPROVED BY THE COLUMBIA
GOLF COURSE AND THE BRIDGES GOLF COURSE IN THE
CITY OF COLUMBIA, ILLINOIS**

THIS SECOND AMENDMENT to the Annexation Agreement between the CITY OF COLUMBIA, ILLINOIS, a Municipal corporation and body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois and located in the Counties of Monroe and St. Clair, in the State of Illinois, the Party of the First Part (hereinafter referred to as the "City") and LOUIS I. MUND, COLUMBIA GOLF CLUB, INC., an Illinois corporation, and F & H INVESTMENTS, INC., an Illinois corporation, the Parties of the Second Part, (hereinafter referred to as the "Owners" or the "Annexation Petitioners"), WITNESSETH:

WHEREAS, on March 15, 1992~~3~~, the City did make and enter into an Annexation Agreement with the Annexation Petitioners for the annexation of 450 acres, more or less, of property situated in the Counties of Monroe and St. Clair, in the State of Illinois, having frontage on both Old State of Illinois Highway Route No. 3 and on Mule Road, (the

“Original Annexation Agreement”) on which property is located the Columbia Golf Course and the Bridges Golf Course, which property is more particularly described in the aforementioned Annexation Agreement dated March 15, 19923 (the “Original Annexation Tract” or the “Original Annexation Territory”);

WHEREAS, ~~even date~~ on March 15, 19923, the Original Annexation Territory was annexed to the City by City Ordinance No. 1113 and zoned A-1 (Agricultural Zoning District) and for the uses and purposes therein authorized, by City Ordinance No. 1114 (which zoning did allow for the operation of one (1) or more golf courses on the Annexation Tract pending development of the Annexation Tract for residential uses and purposes);

WHEREAS, after the annexation of the Annexation Tract to the City it was discovered that a six (6) acre, more or less, tract of property that purported to have been included in the annexation was titled of record in the name of RUTH REEVES, who was not a party to the annexation proceeding, and therefore, the six (6) acre tract which was surrounded by the Annexation Territory was thereafter annexed to the City pursuant to Section 7-1-13 of the Illinois Municipal Code (65 IICS 5/7-1-13) by enactment of City Ordinance No. 1269 on August 1, 1994;

WHEREAS, the Original Annexation Agreement for the Annexation Tract was amended ~~even date with the Annexation Agreement (on~~ March 15, 1993) by a “First Amendment” thereto which adopted a new Master Plan for the development of the Annexation Tract, changed the single family residential zoning district designation allowed for the Annexation Tract from R-5 (One-Family Dwelling District) to R-3 (One-Family Dwelling District) and deleted the RUTH REEVES six (6) acre tract from the original annexation;

WHEREAS, in the year 2000, LOUIS I. MUND and COLUMBIA GOLF CLUB, INC. did institute a quiet title suit in the St. Clair County, Illinois Circuit Court, Cause No. 00-CH-95 entitled LOUIS I. MUND and COLUMBIA GOLF CLUB, INC., Plaintiffs, vs. RUTH REEVES, Defendant, in which action a Summary Judgment was entered November 30, 2000, finding and declaring for the Plaintiffs, LOUIS I. MUND and COLUMBIA GOLF CLUB, INC., but which Judgment failed to indicate whether the ownership of the property, by virtue of said suit, is titled in the name of LOUIS I. MUND or in the name of COLUMBIA GOLF CLUB, INC., and which Summary Judgment ~~has been~~was appealed to the Illinois Appellate Court in and for the Fifth Judicial District of Illinois, in Mt. Vernon, Illinois, which appeal ~~remains pending and undetermined at this time~~has been resolved by a ruling favorable to the Appellants, LOUIS I. MUND and the COLUMBIA GOLF CLUB, INC.;

WHEREAS, for purposes of this Second Amendment to the Original Annexation Agreement of the parties, it is assumed that title to the ~~said six (6) acres, more or less, tract~~ ~~of~~ property belongs to LOUIS I. MUND and/or COLUMBIA GOLF CLUB, INC. by virtue of said ~~Summary Court Judgments~~,

WHEREAS, adjoining and contiguous to the Annexation Tract are four ~~(4)~~ three (3) other tracts or parcels of property which are pending annexation to the City and which are intended to be developed with the ~~Original Annexation Territory~~ territory involved in this Second Amendment Agreement as a planned and autonomous development with a blend or mixture of different zoning districts and development under the City's Zoning Code, including A-1 (Agricultural ~~Zoning~~ District) (for the Columbia Golf Course, Bridges Golf Course and recreational uses in connection therewith), commercial (for Highway Business ~~Zoned~~ District Zoning uses and purposes at the Old State of Illinois Highway Route No. 3

entrance to the development), and residential (comprising low density multi-family and low density single family residential development);

WHEREAS, the four (4) ~~three (3)~~ adjoining and contiguous tracts of property to be annexed to the City and developed with the Original Annexation Territory ~~territory involved in this Second Amendment Agreement~~, comprising approximately ninety-one (9) ~~seventy-one (71)~~ acres, are more particularly described in ~~an~~ companion Second Annexation Agreement, a copy of which is attached hereto as Exhibit "1", and by reference made part hereof (the "Second Exhibit "1" Annexation Agreement");

~~WHEREAS, adjoining and contiguous to the Annexation Territory comprised by the original Annexation Tract consisting of four hundred forty-four (444) acres, more or less, annexed to the City March 15, 1993 by City Ordinance No. 1113 are three (3) additional annexation tracts which were heretofore annexed to the City and which are now to be developed with the four hundred forty-four (444) acres involved in the original Annexation and the seventy-one (71) acres, more or less, involved in the Exhibit "1" Annexation Agreement, to wit:~~

- (1) ~~A lone (1) acre, more or less, tract of property belonging to COLUMBIA GOLF CLUB, INC. (formerly known as the Joseph and Hilda Pfeffer property), annexed to the City January 4, 1993 by City Ordinance No. 1096 (the "Pfeffer Tract"), and,~~
- (2) ~~Twenty (20) acres, more or less, belonging to H. J. FRIEDICH & SONS, INC. (formerly the Aurelius W. Leingang Trust property), annexed to the City October 17, 1994, by City Ordinance No. 1293 (the "Leingang Tract")~~

(3) Six (6) acres, more or less, belonging to LOUIS J. MUND and/or the COLUMBIA GOLF CLUB, INC., annexed to the City August 1, 1994 by City Ordinance No. 1269 (the "Mund Tract");

WHEREAS, the aforementioned "Pfeffer Tract," "Leingang Tract" and the "Mund Tract" comprising a total of twenty-seven (27) acres, more or less, of property which is to be developed with the original Annexation Property (four hundred forty-four [444] acres, more or less) and the property involved in the Annexation pursuant to the Exhibit "1" Annexation Agreement (seventy-one [71] acres, more or less) are more particularly described in Exhibits "2(A)", "2(B)" and 2(C), respectively, attached hereto and by reference made part hereof (the "Pfeffer, Leingang and Mund Tracts").

WHEREAS, it is necessary and appropriate that the March 15, 1992³ Original Annexation Agreement for the Annexation Territory, which was heretofore amended March 15, 1993 by a First Amendment thereto, be changed, amended and entirely replaced by this Second Amendment thereto, ~~to add thereto the Exhibit "2" Pfeffer, Leingang and Mund Tracts~~ and to allow and provide for the development of the Original Annexation Territory and the four (4)~~three~~(3) Annexation Tracts described in the Exhibit "1" Second Annexation Agreement ~~and the Exhibit "2" Pfeffer, Leingang and Mund Tracts~~ as a planned and autonomous development, with multiple zoned⁴ districts, as is hereinafter made and provided for in this Second Amendment to the First ~~original~~ March 15, 1993 Annexation Agreement and as made and provided for in the Exhibit "1" Second Annexation Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto mutually agree to this Second

Amendment of the March 15, 1992³ Original Annexation Agreement, as heretofore amended by the First Amendment thereto dated March 15, 1993, (both of which are to be replaced by this Second Amendment to said Original Annexation Agreement), to read as follows:

(1) INCLUSION OF PFEFFER, LEINGANG AND MUND TRACTS. One or more of the Annexation Petitioners have become the owner(s) of the "Pfeffer, Leingang and Mund Tracts" and said owner(s) having requested that those properties be included in and subject to this Second Amendment to the Original Annexation Agreement and the City is agreeable to the same. The Pfeffer Tract comprising one (1) acre more or less, which is more particularly described in Exhibit "2(A)", the Leingang Tract, comprising twenty (20) acres, more or less, which is more particularly described in Exhibit "2(B)" and the Mund Tract, comprising six (6) acres, more or less, which is more particularly described in Exhibit "2(C)" are hereby included in and shall be subject to this Agreement the same for all legal incidents and purposes as if those three (3) tracts of property had been included in the Original Annexation Agreement of the parties dated March 15, 1993. Further, F & H INVESTMENTS INC., an Illinois corporation, which corporation is the owner of the Leingang Tract is hereby made a party to this Agreement as one of the Parties of the Second Part (and for all legal incidents and purposes shall be bound by the terms and conditions of this Agreement pertaining to the Leingang Tract the same as if the Leingang Tract had been included as annexation territory in the Original Annexation Agreement of March 15, 1993.

(42) ANNEXATION SECOND AMENDMENT OF MARCH 15, 1993 ANNEXATION AGREEMENT AND ZONING OF THE ANNEXATION TRACTS. In accordance with the

requirements of Section 11-15.1-3 of the Illinois Municipal Code, (which govern Annexation Agreements in the State of Illinois, the "Act"), the City Council of the City shall fix a time for and hold a public hearing upon this proposed Second Amendment to the Original Annexation Agreement, (after publishing notice thereof in a newspaper of general circulation in the City, not less than fifteen [15] nor more than thirty [30] days before the hearing), as required by said Act, and this Second Amendment to the Original Annexation Agreement shall not become effective and binding until the City Council of the City (which is comprised of the Mayor and eight [8] City Aldermen, the "City Council") has enacted an ordinance, by two-thirds (2/3s) vote of the City Council then holding office. (65 ILCS 5/11-15.1-3). The public hearing before the City Council on both this Second Amendment to the Original Annexation Agreement and on the Exhibit "1" Second Annexation Agreement (for the other four ~~[4]~~three ~~[3]~~ tracts to be annexed to the City ~~pursuant to the Exhibit "1" Annexation Agreement~~) shall be held at the same time or consecutively, and prior to a regularly scheduled or special meeting of the City Council. Following the public hearing, on two-thirds (2/3s) vote of the City Council, the City shall enact ordinances to authorize the ~~s~~ Second Amendment to the Original Annexation Agreement and the ~~Second Exhibit~~ ~~1~~ Annexation Agreement; and, shall enact ordinances to annex the additional four ~~(4)~~three ~~(3)~~ tracts of property involved in the Exhibit "1" Second Annexation Agreement.

Attached hereto as Exhibit "23", and by reference made part hereof, is a new Master Plan for the ~~entire proposed~~ development ~~comprising five hundred forty-two (542)~~ ~~acres more or less~~ (consisting of the properties involved in this Second Amendment to the Original Annexation Agreement) ~~[four hundred seventy-one (471) acres more or less~~ comprised of the Original Annexation Territory ~~[four hundred forty-four (444) acres more~~

or less, the Leingang Tract [twenty (20) acres, more or less, the Mund Tract [six (6) acres, more or less, and the Pfeffer Tract [one (1) acre, more or less, and the properties involved in the Exhibit "1" Annexation Agreement [seventy-one (71) acres, more or less], of the Annexation Tract and the adjoining four (4) annexation tracts involved in the Exhibit "1" Second Annexation Agreement. That Master Plan will replace the amended Master Plan which was attached as an Exhibit "1" to the First Amendment of the Original Annexation Agreement dated March 15, 1993. Prior to the public hearing or hearings aforesaid before the City Council with regard to this Second Amendment to the Original Annexation Agreement and the Exhibit "1" Second Annexation Agreement, the City shall present the new Master Plan and the zoning district designations therein contemplated for the entire proposed development (five hundred forty-two [542] acres, more or less) consisting of the properties involved in this Second Amendment to the Original Annexation Agreement (four hundred seventy-one [471] acres, more or less) and the Exhibit "1" Annexation Agreement (seventy-one [71] acres, more or less) and the Exhibit "2" Cooperation Agreement (twenty-one [21] acres, more or less) Original Annexation Tract and the four (4) additional annexation tracts to be annexed pursuant to the Exhibit "1" Second Annexation Agreement to the City's Plan Commission and shall hold a public hearing before the City's Zoning Board of Appeals for purposes of obtaining the recommendations of these ~~those~~ City Advisory Boards, with regard to the ~~zoning or~~ rezoning of the ~~individual tracts involved in the proposed development (five hundred forty-two [542] acres more or less)~~, the same to be ~~zoned or~~ rezoned in accordance with the new ~~Exhibit "3"~~ Master Plan for the development Original Annexation Tract and the zoning of the four (4) additional annexation tracts involved in the Second Annexation Agreement, of these ~~those~~ properties. Following

the annexation of the four (4) ~~three (3)~~ annexation tracts involved in the Exhibit "1" Second Annexation Agreement, (at the next regular meeting of the City Council held after the meeting where the annexation ordinances are ~~is~~ enacted, if practicable), the City Council will enact an ordinance or ordinances zoning ~~the five hundred forty-two (542) acres, more or less, comprising the properties involved in this Agreement and the properties involved in the Exhibit "1" Annexation Agreement~~, as follows:

~~Original Annexation Tract involved in this Second Amendment Agreement and the four (4) annexation tracts involved in the Second Annexation Agreement, in accordance with the attached, Exhibit "2" Master Plan, as follows:~~

I.

C-3 (Highway Business Zoning District)

The following described property, comprising 600 feet, more or less, in depth, lying along and adjoining Old State of Illinois Highway Route No. 3, will be zoned C-3 (Highway Business Zoning District) and for the uses and purposes therein authorized:

~~ALL THAT PART OF U.S. SURVEY 429, CLAIM 1800, TOWNSHIPS 1 NORTH AND 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN MONROE AND ST. CLAIR COUNTIES, ILLINOIS, DESCRIBED AS FOLLOWS:~~

~~BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS S.B.I. ROUTE 3 AND THE NORTHERLY LINE OF LOT 7C OF SAID U.S. SURVEY 429, CLAIM 1800, AS RECORDED IN THE ASSESSORS PLATS "LANDS NORTH 3" PAGE 11 OF THE ST. CLAIR COUNTY RECORDS, THENCE ALONG THE NORTHERLY LINE OF SAID LOT 7C SOUTH 70 DEGREES 58 MINUTES 18 SECONDS EAST A DISTANCE OF 615.57 FEET, THENCE DEPARTING THE NORTHERLY LINE OF SAID LOT 7C SOUTH 17 DEGREES 27 MINUTES 09 SECONDS WEST, A DISTANCE OF 1606.25 FEET, THENCE NORTH 70 DEGREES 50 MINUTES 54 SECONDS WEST, A DISTANCE OF 638.01 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS S.B.I. ROUTE 3; THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF S.B.I.~~

ROUTE 3 THE FOLLOWING COURSES AND DISTANCES: NORTH 15 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 392.59 FEET; NORTH 17 DEGREES 27 MINUTES 09 SECONDS EAST, A DISTANCE OF 887.59 FEET; NORTH 23 DEGREES 30 MINUTES 13 SECONDS EAST, A DISTANCE OF 326.08 FEET TO THE POINT OF BEGINNING

COMPRISING 23.7 ACRES, MORE OR LESS.

II.

R-7 (Multi-Family Dwelling District)

The following described property located east of and adjoining the above-described C-3 (Highway Business Zoning District) property will be zoned R-7 (Multi-Family Dwelling District) and for the uses and purposes therein authorized:

ALL THAT PART OF U.S. SURVEY 429, CLAIM 1800, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE AND ST. CLAIR COUNTIES, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE AT THE NORTHEAST CORNER OF LOT 7C, ALSO BEING THE NORTHWEST CORNER OF LOT 7B OF SAID U.S. SURVEY 429, CLAIM 1800; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 7B OF U.S. SURVEY 429, CLAIM 1800 THE FOLLOWING COURSES AND DISTANCES: SOUTH 70 DEGREES 57 MINUTES 55 SECONDS EAST A DISTANCE OF 961.62 FEET TO AN IRON PIN; SOUTH 70 DEGREES 58 MINUTES 08 SECONDS EAST A DISTANCE OF 372.65 FEET; THENCE DEPARTING THE NORTHERLY LINE OF THE AFORESAID LOT 7B OF U.S. SURVEY 429, CLAIM 1800, SOUTH 12 DEGREES 11 MINUTES 34 SECONDS WEST, A DISTANCE OF 105.71 FEET; THENCE SOUTH 03 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 246.09 FEET; THENCE SOUTH 21 DEGREES 45 MINUTES 07 SECONDS EAST A DISTANCE OF 492.56 FEET; THENCE NORTH 74 DEGREES 48 MINUTES 07 SECONDS WEST, A DISTANCE OF 738.43 FEET; THENCE NORTH 86 DEGREES 26 MINUTES 19 SECONDS WEST, A DISTANCE OF 126.92 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 371.76 FEET; THENCE NORTH 76 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 33 DEGREES 04 MINUTES 18 SECONDS WEST, A DISTANCE OF 241.10 FEET; THENCE SOUTH 63 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 364.15 FEET; THENCE SOUTH 19 DEGREES 25 MINUTES 17

SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 70 DEGREES 50 MINUTES 54 SECONDS EAST, A DISTANCE OF 108.00 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 19 SECONDS WEST, A DISTANCE OF 145.00 FEET; THENCE SOUTH 70 DEGREES 50 MINUTES 54 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 19 SECONDS WEST, A DISTANCE OF 410.65 FEET TO THE SOUTHERLY LINE OF LOT 4B OF THE AFORESAID U.S. SURVEY 429, CLAIM 1800; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4B NORTH 70 DEGREES 50 MINUTES 54 SECONDS WEST, A DISTANCE OF 1128.30 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LOT 4B NORTH 17 DEGREES 27 MINUTES 09 SECONDS EAST, A DISTANCE OF 1606.25 FEET TO THE NORTHERLY LINE OF THE AFORESAID LOT 7C OF U.S. SURVEY 429, CLAIM 1800; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 7C SOUTH 70 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 623.65 FEET TO THE POINT OF BEGINNING.

COMPRISING 55.89 ACRES, MORE OR LESS.

Notwithstanding anything now or hereafter contained in the City's Zoning Code to the contrary, the use and development of the Tract II property described above, which is to be zoned R-7 (Multi-Family Dwelling Zoned District) shall be limited to townhouses, condominiums, duplexes, zero lot line housing units or similar residential housing development comprising not more than four (4) family dwelling units per structure. All or part of the same may be zoned for a retirement village development complex. The regulations of the City pertaining to R-7 (Multi-Family Dwelling Zoned District), in effect on the date of the development, (including Chapter 17.24 of the City's Zoning Code, as amended, a copy of the currently effective version of which is attached to this Agreement as Exhibit "34") shall apply to the development of the multi-family residential lots; except that only the following subsections of Section 40-6-6 of the 1979 City's Zoning Code shall apply, notwithstanding subsequent amendments contain different regulations, to wit: (B) Height; (C) Lot Size; (2) Two-Family Dwellings, and (3) Multi-Family Dwellings and Row

Houses (except not more than four [4] dwelling units shall be allowed); (D) Yard Areas; (E) Percentage of Lot Coverage; (F) Dwelling Standards; and (G) Off-Street Parking and Loading Facilities. A copy of said Subsection 40-6-6 of the City's 1979 Code of Ordinances is attached to this Agreement as Exhibit "45".

III.

R-1 (One-Family Dwelling District)

The following described property located in the most easterly portion of the proposed development will be zoned R-1 (One-Family Dwelling Zoned District) and for the uses and purposes therein authorized:

ALL THAT PART OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3 AND THE EAST HALF OF FRACTIONAL SECTION 4, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT STONE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 3; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID FRACTIONAL SECTION 3 NORTH 89 DEGREES 12 MINUTES 12 SECONDS WEST A DISTANCE OF 1371.38 FEET; THENCE DEPARTING THE EAST-WEST CENTERLINE OF SAID FRACTIONAL SECTION 3 NORTH 00 DEGREES 24 MINUTES 19 SECONDS EAST, A DISTANCE OF 4.14 FEET TO A POINT OF CURVATURE, NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND AN ARC LENGTH OF 199.24 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 321.46 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 500.00 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 48 SECONDS EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 869.28 FEET; THENCE NORTH 80 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 372.10 FEET; THENCE NORTH 67 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 315.00 FEET; THENCE NORTH 56 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 550.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 45 SECONDS WEST, A DISTANCE OF 250.44 FEET TO THE SOUTHERLY LINE OF "MULE ROAD HEIGHTS" AS RECORDED IN PLAT.

BOOK 71 PAGE 53 OF THE ST. CLAIR COUNTY RECORDS: THENCE ALONG THE SOUTHERLY LINE OF SAID "MULE ROAD HEIGHTS" NORTH 86 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 383.70 FEET TO THE SOUTHEAST CORNER OF "MULE ROAD HEIGHTS", THENCE DEPARTING THE SOUTH LINE OF SAID "MULE ROAD HEIGHTS" SOUTH 21 DEGREES 25 MINUTES 15 SECONDS WEST, A DISTANCE OF 49.31 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 3; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID FRACTIONAL SECTION 3 SOUTH 00 DEGREES 02 MINUTES 30 SECONDS WEST A DISTANCE OF 1273.10 FEET TO AN IRON PIN; THENCE DEPARTING THE NORTH-SOUTH CENTERLINE OF SAID FRACTIONAL SECTION 3 NORTH 89 DEGREES 13 MINUTES 02 SECONDS WEST, A DISTANCE OF 1312.67 FEET TO AN IRON PIPE; THENCE SOUTH 00 DEGREES 27 MINUTES 43 SECONDS WEST, A DISTANCE OF 99.00 FEET TO THE POINT OF BEGINNING

COMPRISING 47.27 ACRES, MORE OR LESS.

IV. (A)

R-3 (One Family Dwelling Zoned District)

The following described property located in the north/central portion of the proposed development will be zoned R-3 (One-Family Dwelling **Zoned** District) and for the uses and purposes therein authorized:

PART OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS.

BEGINNING AT AN IRON PIN AT THE INTERSECTION OF THE NORTH LINE OF SAID FRACTIONAL SECTION 3 AND THE EASTERN LINE OF U.S. SURVEY 429, CLAIM 1800, ALSO BEING THE LINE COMMON TO TOWNSHIPS 1 NORTH AND 1 SOUTH WHICH IS THE BASE LINE FOR THE SAID THIRD PRINCIPAL MERIDIAN; THENCE ALONG THE BASE LINE OF SAID THIRD PRINCIPAL MERIDIAN SOUTH 89 DEGREES 33 MINUTES 42 SECONDS EAST, A DISTANCE OF 1097.55 FEET TO THE LINE COMMON TO LOTS 1 AND 2 OF "MULE ROAD HEIGHTS" AS RECORDED IN PLAT BOOK 71 PAGE 53 OF THE ST. CLAIR COUNTY RECORDS; THENCE ALONG THE LINE COMMON TO SAID LOTS 1 AND 2 OF "MULE ROAD HEIGHTS" SOUTH 00 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 601.31 FEET TO THE SOUTHERLY

LINE OF SAID LOT 1 OF "MULE ROAD HEIGHTS"; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 OF "MULE ROAD HEIGHTS" SOUTH 84 DEGREES 10 MINUTES 59 SECONDS WEST, A DISTANCE OF 214.93 FEET TO THE WESTERLY LINE OF SAID "MULE ROAD HEIGHTS"; THENCE ALONG THE WESTERLY LINE OF SAID "MULE ROAD HEIGHTS" SOUTH 00 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 747.36 FEET TO THE SOUTHWEST CORNER OF SAID "MULE ROAD HEIGHTS"; THENCE SOUTH 59 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 620.00 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 28 SECONDS WEST, A DISTANCE OF 101.97 FEET; THENCE NORTH 25 DEGREES 43 MINUTES 44 SECONDS EAST, A DISTANCE OF 240.00 FEET; THENCE NORTH 16 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 450.00 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 16 SECONDS WEST, A DISTANCE OF 600.00 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 24 SECONDS WEST, A DISTANCE OF 421.23 FEET; THENCE SOUTH 60 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 323.01 FEET; THENCE NORTH 19 DEGREES 17 MINUTES 39 SECONDS EAST, A DISTANCE OF 561.76 FEET TO THE POINT OF BEGINNING.

COMPRISING 22.66 ACRES, MORE OR LESS.

IV. (B)

R-3 (One Family Dwelling ~~Zoned~~ District)

The following described property located in the north/central portion of the proposed development will be zoned R-3 (One-Family Dwelling ~~Zoned~~ District) and for the uses and purposes therein authorized:

ALL THAT PART OF U.S. SURVEY 429, CLAIM 1800, TOWNSHIPS 1 SOUTH AND 1 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN AT THE INTERSECTION OF THE NORTH LINE OF FRACTIONAL SECTION 3 AND THE EASTERNLY LINE OF U.S. SURVEY 429, CLAIM 1800, ALSO BEING THE LINE COMMON TO TOWNSHIPS 1 NORTH AND 1 SOUTH WHICH IS THE BASE LINE FOR THE SAID THIRD PRINCIPAL MERIDIAN; THENCE ALONG THE LINE COMMON TO U.S. SURVEY 429, CLAIM 1800 AND FRACTIONAL SECTION 3 SOUTH 19 DEGREES 17 MINUTES 39 SECONDS WEST, A DISTANCE OF 386.79 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID COMMON LINE

SOUTH 19 DEGREES 17 MINUTES 39 SECONDS WEST, A DISTANCE OF 439.97 FEET; THENCE DEPARTING SAID COMMON LINE, NORTH 56 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 231.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 380.00 FEET; THENCE NORTH 75 DEGREES 36 MINUTES 00 SECONDS WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 00 SECONDS WEST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 67 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 317.50 FEET; THENCE NORTH 42 DEGREES 05 MINUTES 14 SECONDS WEST, A DISTANCE OF 593.27 FEET; THENCE NORTH 53 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 330.00 FEET; THENCE NORTH 24 DEGREES 10 MINUTES 43 SECONDS WEST, A DISTANCE OF 528.13 FEET; THENCE NORTH 19 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 70 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 111.35 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET AND AN ARC LENGTH OF 227.04 FEET; THENCE SOUTH 58 DEGREES 06 MINUTES 00 SECONDS EAST, A DISTANCE OF 403.47 FEET; THENCE SOUTH 41 DEGREES 24 MINUTES 00 SECONDS EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 12 DEGREES 31 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 24 DEGREES 34 MINUTES 48 SECONDS EAST, A DISTANCE OF 297.79 FEET; THENCE NORTH 67 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 356.05 FEET; THENCE NORTH 08 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 42 DEGREES 29 MINUTES 09 SECONDS WEST, A DISTANCE OF 847.63 FEET, TO THE NORTHERLY LINE OF LOT 2 OF SAID U.S. SURVEY 429, CLAIM 1800; THENCE ALONG SAID NORTHERLY LINE OF LOT 2, SOUTH 70 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 1119.36 FEET; THENCE DEPARTING THE NORTHERLY LINE OF SAID LOT 2, SOUTH 19 DEGREES 21 MINUTES 00 SECONDS WEST, A DISTANCE OF 340.42 FEET; THENCE SOUTH 85 DEGREES 39 MINUTES 35 SECONDS EAST, A DISTANCE OF 617.10 FEET, TO THE POINT OF BEGINNING.

COMPRISING 23.66 ACRES, MORE OR LESS.

IV. (C)

R-3 (One Family Dwelling Zoned District)

The following described property located in the north/central portion of the proposed development will be zoned R-3 (One-Family Dwelling **Zoned** District) and for the uses and purposes therein authorized:

ALL THAT PART OF U.S. SURVEY 429, CLAIM 1800, TOWNSHIPS 1 NORTH AND 1 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE AT THE NORTHEAST CORNER OF LOT 7C, ALSO BEING THE NORTHWEST CORNER OF LOT 7B OF SAID U.S. SURVEY 429, CLAIM 1800; THENCE ALONG THE NORTHERLY LINE OF SAID U.S. SURVEY 429, CLAIM 1800 SOUTH 70 DEGREES 57 MINUTES 55 SECONDS EAST A DISTANCE OF 961.62 FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 2 OF SAID U.S. SURVEY 429, CLAIM 1800 AND THE POINT OF BEGINNING; THENCE ALONG SAID LOT 2 THE FOLLOWING COURSES AND DISTANCES: NORTH 12 DEGREES 11 MINUTES 34 SECONDS EAST, A DISTANCE OF 986.45 FEET; NORTH 41 DEGREES 56 MINUTES 16 SECONDS EAST, A DISTANCE OF 594.81 FEET; SOUTH 70 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 630.00 FEET; THENCE DEPARTING SAID LOT 2 SOUTH 19 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 260.00 FEET; THENCE NORTH 70 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.20 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 528.21 FEET; THENCE SOUTH 12 DEGREES 11 MINUTES 34 SECONDS WEST, A DISTANCE OF 975.90 FEET TO THE AFORESAID NORTHERLY LINE OF LOT 7B OF U.S. SURVEY 429, CLAIM 1800; THENCE ALONG THE SAID NORTHERLY LINE OF LOT 7B OF U.S. SURVEY 429, CLAIM 1800 NORTH 70 DEGREES 58 MINUTES 08 SECONDS WEST, A DISTANCE OF 372.65 FEET TO THE POINT OF BEGINNING.

COMPRISING 16.03 ACRES, MORE OR LESS.

IV. (D)

R-3 (One Family Dwelling Zoned District)

The following described property located in the central portion of the proposed development will be zoned R-3 (One-Family Dwelling ~~Zoned~~ District) and for the uses and purposes therein authorized:

ALL THAT PART OF U.S. SURVEY 429, CLAIM 1800, TOWNSHIP 11 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS.

COMMENCING AT A STONE AT THE NORTHEAST CORNER OF LOT 7C, ALSO BEING THE NORTHWEST CORNER OF LOT 7B OF SAID U.S. SURVEY 429, CLAIM 1800, THENCE ALONG THE NORTHERLY LINE OF SAID LOT 7B OF U.S. SURVEY 429, CLAIM 1800 SOUTH 70 DEGREES 57 MINUTES 55 SECONDS EAST A DISTANCE OF 961.62 FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF LOT 2 OF SAID U.S. SURVEY 429, CLAIM 1800, THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID LOT 7B THE FOLLOWING COURSES AND DISTANCES: SOUTH 70 DEGREES 58 MINUTES 08 SECONDS EAST, A DISTANCE OF 542.02 FEET; SOUTH 71 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 196.79 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 113.74 FEET; THENCE NORTH 11 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 55 DEGREES 35 MINUTES 00 SECONDS EAST, A DISTANCE OF 900.00 FEET; THENCE SOUTH 86 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 17 DEGREES 29 MINUTES 40 SECONDS EAST, A DISTANCE OF 204.55 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 27 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 190.00 FEET; THENCE NORTH 66 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 272.00 FEET; THENCE NORTH 14 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 330.00 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 181.00 FEET; THENCE SOUTH 63 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 212.00 FEET; THENCE SOUTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 328.58 FEET; THENCE NORTH 74 DEGREES 48 MINUTES 07 SECONDS WEST, A DISTANCE OF 567.88 FEET; THENCE NORTH 21 DEGREES 45 MINUTES 07

SECONDS WEST, A DISTANCE OF 31.28 FEET, THENCE SOUTH 74 DEGREES 48 MINUTES 07 SECONDS EAST, A DISTANCE OF 100.00 FEET, THENCE NORTH 09 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 545.24 FEET, THENCE NORTH 00 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 146.26 FEET, TO THE POINT OF BEGINNING.

COMPRISING 17.56 ACRES, MORE OR LESS.

IV. (E)

R-3 (One Family Dwelling Zoned District)

The following described property located in the northeastern portion of the proposed development will be zoned R-3 (One-Family Dwelling Zoned District) and for the uses and purposes therein authorized:

PART OF THE EAST HALF OF FRACTIONAL SECTION 4, TOWNSHIP 11 SOUTH, RANGE 10 WEST, OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 4, THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 4 SOUTH 89 DEGREES 32 MINUTES 28 SECONDS EAST, A DISTANCE OF 695.34 FEET, TO THE POINT OF BEGINNING, THENCE DEPARTING THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 4, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 117.79 FEET, THENCE NORTH 49 DEGREES 19 MINUTES 16 SECONDS WEST, A DISTANCE OF 61.59 FEET, THENCE NORTH 19 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 171.78 FEET, THENCE SOUTH 70 DEGREES 59 MINUTES 06 SECONDS EAST, A DISTANCE OF 97.25 FEET, THENCE SOUTH 81 DEGREES 07 MINUTES 31 SECONDS EAST, A DISTANCE OF 122.33 FEET, THENCE NORTH 59 DEGREES 18 MINUTES 55 SECONDS EAST, A DISTANCE OF 85.20 FEET, THENCE NORTH 80 DEGREES 14 MINUTES 01 SECOND EAST, A DISTANCE OF 81.03 FEET, THENCE NORTH 56 DEGREES 47 MINUTES 41 SECONDS EAST, A DISTANCE OF 73.79 FEET, THENCE NORTH 11 DEGREES 17 MINUTES 04 SECONDS EAST, A DISTANCE OF 60.89 FEET, THENCE NORTH 29 DEGREES 14 MINUTES 35 SECONDS WEST, A DISTANCE OF 70.71 FEET, THENCE

NORTH 46 DEGREES 43 MINUTES 28 SECONDS EAST, A DISTANCE OF 51.60 FEET, THENCE NORTH 38 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 174.78 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 22.83 FEET, THENCE NORTH 00 DEGREES 24 MINUTES 19 SECONDS EAST, A DISTANCE OF 668.90 FEET, THENCE SOUTH 89 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE LINE COMMON TO FRACTIONAL SECTIONS 3 AND 4, THENCE ALONG SAID SECTION LINE SOUTH 00 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 1407.56 FEET, THENCE DEPARTING SAID SECTION LINE NORTH 89 DEGREES 32 MINUTES 28 SECONDS WEST, A DISTANCE OF 632.32 FEET, THENCE NORTH 00 DEGREES 24 MINUTES 19 SECONDS EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

COMPRISING 7.78 ACRES, MORE OR LESS.

The R-3 (One-Family Dwelling Zoned District) zoning for the above-described 7.78 acres, more or less, shall be and is conditioned upon the City Council granting a bulk area variance for an R-3 (One-Family Dwelling Zoned District) to relieve of the City's Zoning Code requirement of a minimum bulk area of ten (10) acres for an R-3 (One-Family Dwelling Zoned District) in the City as is made and provided for in Section 17.06.010 of the City's Municipal Code. Alternatively, sufficient additional adjoining and contiguous property will also be rezoned to comprise a total of ten (10) acres or more to create an R-3 (One-Family Dwelling Zoned District) or the property will continue to be zoned A-1 (Agricultural Zoned District) and for the uses and purposes in that Zoning District authorized and subject to the regulations in that Zoning District required to be complied with.

V.

A-1 (Agricultural Zoned District)

The following described property to be used, developed and maintained as and for public and/or private golf course uses and purposes will continue to be zoned A-1 (Agricultural Zoned District) and for the uses and purposes therein authorized:

PART OF THE EAST HALF OF FRACTIONAL SECTION 4 AND THE
NORTHWEST QUARTER OF FRACTIONAL SECTION 3 TOWNSHIP 1
SOUTH, RANGE 10 WEST AND U.S. SURVEY 429, CLAIM 1800,
TOWNSHIPS 1 NORTH AND 1 SOUTH RANGE 10 WEST, OF THE THIRD
PRINCIPAL MERIDIAN MONROE AND ST. CLAIR COUNTIES ILLINOIS
DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST
CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SAID FRACTIONAL SECTION 4 THENCE ALONG THE
SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SAID FRACTIONAL SECTION 4 NORTH 89 DEGREES 28
MINUTES 54 SECONDS WEST A DISTANCE OF 1395.77 FEET TO THE
SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 4 THENCE
ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 4 NORTH 00
DEGREES 18 MINUTES 56 SECONDS WEST A DISTANCE OF 1092.39
FEET TO THE SOUTHERLY LINE OF U.S. SURVEY 429, CLAIM 1800;
THENCE ALONG THE SOUTHERLY LINE OF SAID U.S. SURVEY 429,
CLAIM 1800 THE FOLLOWING COURSES AND DISTANCES: NORTH 70
DEGREES 50 MINUTE 54 SECONDS WEST, A DISTANCE OF 2832.16
FEET; NORTH 72 DEGREES 22 MINUTES 56 SECONDS WEST A
DISTANCE OF 363.56 FEET TO THE EASTERLY RIGHT-OF-WAY LINE
OF ILLINOIS S.B.I. ROUTE 3; THENCE ALONG THE EASTERLY RIGHT-
OF-WAY LINE OF SAID ILLINOIS S.B.I. ROUTE 3 NORTH 15 DEGREES
42 MINUTES 13 SECONDS EAST, A DISTANCE OF 514.80 FEET TO THE
SOUTHERLY LINE OF LOT 4B OF THE AFORESAID U.S. SURVEY 429,
CLAIM 1800; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4B
SOUTH 70 DEGREES 50 MINUTES 54 SECONDS EAST A DISTANCE OF
1766.32 FEET, THENCE DEPARTING THE SOUTHERLY LINE OF SAID
LOT 4B NORTH 19 DEGREES 05 MINUTES 19 SECONDS EAST, A
DISTANCE OF 410.65 FEET, THENCE NORTH 70 DEGREES 50 MINUTES
54 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE NORTH 19
DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 145.00
FEET, THENCE NORTH 70 DEGREES 50 MINUTES 54 SECONDS WEST
A DISTANCE OF 108.00 FEET; THENCE NORTH 19 DEGREES 25
MINUTES 17 SECONDS EAST, A DISTANCE OF 60.00 FEET; THENCE
NORTH 63 DEGREES 11 MINUTES 14 SECONDS EAST, A DISTANCE OF
364.15 FEET, THENCE NORTH 33 DEGREES 04 MINUTES 18 SECONDS
EAST, A DISTANCE OF 241.10 FEET; THENCE SOUTH 76 DEGREES 30
MINUTES 00 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE
SOUTH 17 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF
371.76 FEET; THENCE SOUTH 86 DEGREES 26 MINUTES 19 SECONDS
EAST, A DISTANCE OF 126.92 FEET; THENCE SOUTH 74 DEGREES 48

MINUTES 07 SECONDS EAST, A DISTANCE OF 1306.32 FEET; THENCE NORTH 13 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 328.58 FEET; THENCE NORTH 8 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 212.00 FEET; THENCE NORTH 63 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 00 SECONDS EAST, A DISTANCE OF 181.00 FEET; THENCE SOUTH 14 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 66 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 272.00 FEET; THENCE NORTH 27 DEGREES 20 MINUTES 00 SECONDS EAST, A DISTANCE OF 190.00 FEET; THENCE NORTH 7 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 350.00 FEET; THENCE NORTH 17 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 204.55 FEET; THENCE NORTH 86 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 55 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 900.00 FEET; THENCE SOUTH 11 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 260.00 FEET; THENCE SOUTH 09 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 545.24 FEET; THENCE NORTH 74 DEGREES 48 MINUTES 07 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 45 MINUTES 07 SECONDS WEST, A DISTANCE OF 461.28 FEET; THENCE NORTH 03 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 246.09 FEET; THENCE NORTH 12 DEGREES 11 MINUTES 34 SECONDS EAST, A DISTANCE OF 1081.61 FEET; THENCE NORTH 74 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 528.21 FEET; THENCE SOUTH 70 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.20 FEET; THENCE NORTH 19 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 260.00 FEET TO THE NORTHERLY LINE OF LOT 2 OF THE AFORESAID U.S. SURVEY 429, CLAIM 1800; THENCE ALONG THE NORTHERLY LINE OF LOT 2 OF SAID U.S. SURVEY 429, CLAIM 1800 SOUTH 70 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 802.40 FEET; THENCE DEPARTING THE NORTHERLY LINE OF LOT 2 OF SAID U.S. SURVEY 429, CLAIM 1800 SOUTH 42 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 847.63 FEET; THENCE SOUTH 08 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 67 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 356.05 FEET; THENCE NORTH 24 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 297.79 FEET; THENCE NORTH 12 DEGREES 31 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 41 DEGREES 24 MINUTES 00 SECONDS WEST, A DISTANCE OF 400.00 FEET; THENCE NORTH 58 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 403.47 FEET TO THE

POINT OF CURVATURE; THENCE NORtherly ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 227.04 FEET, A CHORD BEARING OF NORTH 50 DEGREES 49 MINUTES 13 SECONDS WEST AND A CHORD DISTANCE OF 222.45 FEET; THENCE NORTH 70 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 111.35 FEET; THENCE SOUTH 19 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 24 DEGREES 10 MINUTES 43 SECONDS EAST, A DISTANCE OF 528.13 FEET; THENCE SOUTH 53 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 42 DEGREES 05 MINUTES 14 SECONDS EAST, A DISTANCE OF 593.27 FEET; THENCE NORTH 67 DEGREES 14 MINUTES 00 SECONDS EAST, A DISTANCE OF 317.50 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 00 SECONDS EAST, A DISTANCE OF 350.00 FEET; THENCE SOUTH 75 DEGREES 36 MINUTES 00 SECONDS EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 380.00 FEET; THENCE SOUTH 56 DEGREES 06 MINUTES 00 SECONDS EAST, A DISTANCE OF 231.00 FEET TO THE LINE COMMON TO THE AFORESAID U.S. SURVEY 429 CLAIM 1800 AND FRACTIONAL SECTION 3; THENCE ALONG SAID COMMON LINE NORTH 19 DEGREES 17 MINUTES 39 SECONDS EAST, A DISTANCE OF 265.00 FEET; THENCE DEPARTING SAID COMMON LINE NORTH 60 DEGREES 25 MINUTES 00 SECONDS EAST, A DISTANCE OF 323.01 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 24 SECONDS EAST, A DISTANCE OF 421.23 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 600.00 FEET; THENCE SOUTH 16 DEGREES 37 MINUTES 44 SECONDS WEST, A DISTANCE OF 450.00 FEET; THENCE SOUTH 25 DEGREES 43 MINUTES 44 SECONDS WEST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 28 SECONDS EAST, A DISTANCE OF 101.97 FEET; THENCE NORTH 59 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 620.00 FEET TO THE SOUTHWEST CORNER OF "MULE ROAD HEIGHTS" AS RECORDED IN PLAT BOOK 71 PAGE 53 OF THE ST. CLAIR COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID "MULE ROAD HEIGHTS" NORTH 86 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 769.00 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID "MULE ROAD HEIGHTS" SOUTH 00 DEGREES 02 MINUTES 45 SECONDS EAST, A DISTANCE OF 250.44 FEET; THENCE SOUTH 56 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 550.00 FEET; THENCE SOUTH 67 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 315.00 FEET; THENCE SOUTH 80 DEGREES 20 MINUTES 00 SECONDS WEST, A DISTANCE OF 372.10 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 12 SECONDS WEST, A DISTANCE OF 869.28 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 48 SECONDS WEST, A DISTANCE OF 150.00

FEET, THENCE NORTH 89 DEGREES 12 MINUTES 12 SECONDS WEST, A DISTANCE OF 500.00 FEET; THENCE SOUTH 23 DEGREES 37 MINUTES 41 SECONDS EAST, A DISTANCE OF 321.46 FEET TO A POINT OF CURVATURE, THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 199.24 FEET, A CHORD BEARING OF SOUTH 11 DEGREES 36 MINUTES 41 SECONDS EAST AND A CHORD DISTANCE OF 197.79 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 19 SECONDS WEST, A DISTANCE OF 673.04 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 22.83 FEET; THENCE SOUTH 38 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 174.78 FEET; THENCE SOUTH 46 DEGREES 43 MINUTES 28 SECONDS WEST, A DISTANCE OF 51.60 FEET; THENCE SOUTH 29 DEGREES 14 MINUTES 35 SECONDS EAST, A DISTANCE OF 70.71 FEET; THENCE SOUTH 11 DEGREES 17 MINUTES 04 SECONDS WEST, A DISTANCE OF 60.89 FEET; THENCE SOUTH 56 DEGREES 47 MINUTES 41 SECONDS WEST, A DISTANCE OF 73.79 FEET; THENCE SOUTH 80 DEGREES 14 MINUTES 01 SECOND WEST, A DISTANCE OF 81.03 FEET; THENCE SOUTH 59 DEGREES 18 MINUTES 55 SECONDS WEST, A DISTANCE OF 85.20 FEET; THENCE NORTH 81 DEGREES 07 MINUTES 31 SECONDS WEST, A DISTANCE OF 122.33 FEET; THENCE NORTH 70 DEGREES 59 MINUTES 06 SECONDS WEST, A DISTANCE OF 97.25 FEET; THENCE SOUTH 19 DEGREES 51 MINUTES 44 SECONDS WEST, A DISTANCE OF 171.78 FEET; THENCE SOUTH 49 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 61.59 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 117.79 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE AFORESAID FRACTIONAL SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 4 NORTH 89 DEGREES 32 MINUTES 28 SECONDS WEST, A DISTANCE OF 695.34 FEET TO THE POINT OF BEGINNING.

COMPRISING 334.62 ACRES, MORE OR LESS

Notwithstanding the A-1 (Agricultural Zoning~~ed~~ District) zoning aforesaid, in the event and at such time as any part or all of the above-described property to be zoned A-1 (Agricultural Zoning~~ed~~ District) would cease to be used as and for public or private golf course uses and purposes and remain out of such use for the consecutive period of one (1) year (twelve [12] consecutive months) not owing to act of God or other circumstances

legitimately not within the control of the property owner (or the alter ego of the property owner [such as a tenant or licensee]), the City may rezone such property to R-3 (One-Family Dwelling District) (or for a more dense residential zoning district designation) and for the uses and purposes then in that zoning district authorized. The property owner or owners shall be required to cooperate in every reasonable way with regard to the rezoning and shall be deemed to have consented to the rezoning. The rezoning shall be in compliance with Section 11-13-14 of the Illinois Municipal code, as amended, (65 ILCS 5/11-13-14) and the Zoning Code of the City as is in effect at the time the rezoning is initiated. Upon the rezoning, non-conforming uses of the property shall not be permitted without the consent of the City Council, and Section 17.52.010 (Non-Conforming Buildings and Uses) of the City's Municipal Code (as it now exists or shall be hereafter amended) shall not apply to the property rezoned pursuant to this Section of this Agreement.

(23) DEVELOPMENT ACCORDING TO MASTER PLAN. The development of the four (4) ~~three~~ (3) Annexation Tracts to be annexed under the Second Exhibit "1" Annexation Agreement, and the Pfeffer, Leingang and Mund Tracts and the development of the Original Annexation Territory involved in this Agreement, shall be in accordance with the attached Exhibit "23" Master Plan. The City will not attempt to change nor redesign the Master Plan. The owners will provide assurances to the City that the development of the four (4) Annexation Tracts and the Original Annexation Territory ~~said property~~ will be in accordance with the Master Plan and the zoning therein provided for. If requested by the City, the property owners will provide for declarations and restrictions to encumber the properties involved in the development, which restrictions will run with the land, to provide for development in compliance with the Exhibit "23" Master Plan.

(34) PRIVATE STREET AND GATED COMMUNITY. The streets to be constructed in the ~~five hundred forty-two (542) acre, more or less, development comprised of the property involved in this Agreement~~ (four hundred seventy-one [471] acres, more or less) and the Exhibit "1" Annexation Agreement (seventy-one [71] acres, more or less) four (4) Annexation Tracts and the Original Annexation Territory in accordance with the Master Plan may be: (i) private streets and (ii) oil and chip surfaced with Meramec gravel; however, same shall otherwise comply with the City's Codes and Ordinances regarding curbs, gutters, street widths, etc., as said Codes and Ordinances existed at the time of the annexation of the Original Annexation Territory March 15, 1992³, under the then existing Subdivision Code of the City, the pertinent provisions of which are ~~contained in Section 34-4-3 of said 1979 Subdivision Code and are~~ attached hereto as Exhibit "56" and by reference made part hereof. In the event the property owners decide to dedicate the streets, or any of them, to the City, then the Owners shall be required to bring the street or streets to be dedicated to the City up to the City's Codes and specifications regarding the right of way and surfacing of the same that are in effect at the time of the dedication. ~~Such public streets in the four (4) Annexation Tracts and the Original Annexation Territory to be dedicated to the City shall be accepted and maintained by the City after they are constructed in accordance with the City's Codes and Ordinances in effect at the time of dedication. Notwithstanding anything contained herein with regard to street dedication to the City, prior to the acceptance thereof by the City, the property owners may be required to provide the City with: (i) a Bill of Sale to transfer ownership of the personal property comprising the pavement, curbs, and gutters in a form approved by the City's Attorney, (ii) a certificate from an Illinois Licensed Professional Engineer certifying the street has been~~

constructed in compliance with the City's then effective Codes and Ordinances pertaining thereto; (iii) a good and sufficient Maintenance Guaranty in the form and amount and for the period of time then by City Ordinance required; and (iv) shall comply with such other and further, or different City Code and State law requirements as are at that time in effect.

Where required in order to comply with the Exhibit "13" Master Plan, the City will grant street variances from the City's Subdivision Control Ordinance in accordance with Section 34-6-1 of the City's Subdivision Control Ordinance; (for example, where the length of dead-end streets is in excess of what the City's Subdivision Code allows).

For any subdivision in the development which contains private streets owned and controlled by the property owners or the developer, the final plat creating the subdivision shall contain a note or certificate indicating that street ownership and maintenance (including street sweeping and snow removal) is the responsibility of the property owners or developers, as the case may be, and is not the responsibility of the City due to the streets being private and not public. That same reference shall be made on all contracts for the sale of lots and deeds for transfer of legal title to lots in subdivisions in the development which contain private streets. The right-of-way of the streets (be they private or public) in the development shall be dedicated to the City for public and municipal utility ~~and drainage~~ uses and purposes, (notwithstanding the surface of the ground is not to be dedicated to the City for public street uses and purposes) which dedication shall be in the final subdivision plat for each subdivision in the development.

Notwithstanding anything contained in this Section of the Annexation Agreement with regard to control of private streets in the subject development, the City Police Department may patrol and enforce the Illinois Motor Vehicle Code and traffic

regulations (and post-signage for the same at the expense of the property owners in the subdivision) as the necessary plurality of property owners and the City shall, from time to time, agree, in accordance with and pursuant to Section 11-209.1 of the Illinois Vehicle Code (95½ ILCS 5/11-209.1); a copy of which is attached hereto as Exhibit "6⁷" and by reference made part hereof.

The developer or developers of all or part of the four (4) Annexation Tracts and the Original Annexation Territory ~~proposed five hundred forty-two (542) acre~~ more or less, of territory comprised of the property involved in this Agreement and the Exhibit "1" Annexation Agreement, may allow and provide for one (1) or more gated communities in the development, the entrance to which will be secured by a gate or other appropriate access control deemed appropriate by the developer (which does not violate any State, Federal or local law). In gated communities in the development, the City shall have no responsibility for fire protection or police protection except upon such terms and subject to such agreements as are mutually made and entered into between the developer(s)/property owner(s) and the City. Any such agreement shall include adequate provisions for the City Police Department personnel and Fire Department personnel to have ready and convenient access to the gated community for fire protection and/or police protection.

~~At the time of the City making and entering into an agreement with the property owners/developers with regard to the City providing fire protection and/or police protection for one (1) or more subdivisions of the Annexation Territory involved in this Agreement and the additional adjoining Annexation Territory to be annexed at the time of the amendment of this Agreement, the parties shall decide and agree on whether or not~~

the property owners shall be required to hold the City safe, harmless, free and fully indemnified against claims for personal injury, death and property damage caused by inadequate fire protection and/or inadequate police protection caused by street pavement width or construction or caused by limited access to streets and homes in a gated community. The indemnity may include attorney's fees and costs of enforcement of the indemnity agreement. The parties will decide at the time of making and entering into the agreement for fire protection and/or police protection whether or not the property owners shall provide liability insurance coverage for the City in such reasonable amounts of coverage as the parties shall agree for such fire protection and/or police protection in the Annexation Territories.

The developers and/or the property owners (or a property owners association organized and maintained by the property owners) shall provide comprehensive general liability insurance coverage for the City and the Columbia Rural Urban Fire Protection District, or their successors, in limits of coverage for bodily injury or death in the following minimum amounts, to wit: \$1,000,000 each occurrence and \$3,000,000 aggregate, and in limits of coverage for property damage in the following minimum amounts, to wit: \$1,000,000 each occurrence and \$3,000,000 aggregate limit. The insurance coverage shall be provided by including the City and the Fire Protection District as an additional insured (not additional named insured or owner) on the policy or policies of insurance. The insurance sponsor shall provide the City with annual proof of coverage and shall require the insurer or insurers to provide the City with a minimum of thirty (30) days notice prior to cancellation or lapse of coverage.

(45) DRAINAGE AND OTHER RESTRICTIONS ON PLAT. Where deemed necessary by the City, the developer of each subdivision in the development for which a final subdivision plat is required will provide for certificates on the final plats for the subdivisions which will encumber the subdivision lots in the subdivision and run with the land and which will allow the City to enforce the certificate restrictions if the property owners in the subdivision fail or refuse to do so. For example, the currently required subdivision plat certificate for drainage control required by the City states:

DRAINAGE CERTIFICATE

THE ACCEPTANCE OF THIS PLAT BY THE CITY OF COLUMBIA, ILLINOIS DOES NOT TRANSFER OWNERSHIP OF NOR OBLIGATE THE CITY TO PERFORM ANY MAINTENANCE ON ANY SURFACE OR SUBSURFACE DRAINAGE EASEMENT, STORMWATER DRAINAGE WAY, STRUCTURE OR IMPROVEMENT IN THIS SUBDIVISION. IT IS THE INTENT OF THE SUBDIVIDER THAT THE PROPERTY OWNERS SHALL MAINTAIN THAT PART OF ANY DRAINAGE EASEMENT OR DRAINAGE WAY LYING WITHIN THE BOUNDARY OF THEIR PROPERTY OR THAT THE LOT OWNERS IN THE SUBDIVISION WILL ESTABLISH A PROPERTY OWNERS' ASSOCIATION TO PROVIDE FOR THE MAINTENANCE OF DRAINAGE EASEMENTS AND DRAINAGE WAYS LYING WITHIN THE BOUNDARIES OF THE SUBDIVISION.

THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE PROPERTY OWNERS' ASSOCIATION OR THE PROPERTY OWNER, AS THE CASE MAY BE, TO PERFORM ANY MAINTENANCE, REPAIR OR REPLACEMENT WORK THAT, IN THE REASONABLE OPINION OF THE CITY COUNCIL, THE PROPERTY OWNERS' ASSOCIATION OR THE PROPERTY OWNER, AS THE CASE MAY BE, HAS NEGLECTED TO PERFORM ON ALL OR PART OF THE DRAINAGE EASEMENTS, STORMWATER DRAINAGE WAYS, STRUCTURES OR IMPROVEMENTS IN THE SUBDIVISION. THE CITY SHALL HAVE THE RIGHT TO ASSESS THE MEMBERSHIP OF THE PROPERTY OWNERS' ASSOCIATION OR THE PROPERTY OWNER, AS THE CASE MAY BE, FOR THE WORK, TOGETHER WITH INTEREST AND THE COST OF COLLECTION, INCLUDING LEGAL FEES AND ADMINISTRATIVE EXPENSES. THE CITY SHALL HAVE THE RIGHT TO FILE A LIEN AGAINST THE OWNER OR OWNERS OF THE PROPERTY FOR FAILURE TO PAY ANY AMOUNT SO CHARGED, WHICH LIEN

SHALL BE SUBORDINATE TO THE LIEN OF ANY PRE-EXISTING MORTGAGE RECORDED AGAINST SUCH PROPERTY, AND TO FORECLOSE SUCH LIEN IN THE MANNER PROVIDED FOR THE FORECLOSURE OF STATUTORY MORTGAGE LIENS OR STATUTORY MECHANICS LIENS.

OWNER

The foregoing and similar means of enforcing compliance with types of City land use regulations may be required by the City or the subdivider/developers of property in the development during the term of this Agreement.

— (5) AFTER ACQUIRED TITLE. In the event the Fifth District Appellate Court in the matter of Louis I. Mund and Columbia Golf Club, Inc. v. Ruth Reeves, St. Clair County Cause No. 00-CH-95, should find and hold that COLUMBIA GOLF CLUB, INC. is not the owner of the six (6) acre tract of property (which is surrounded by the Original Annexation Territory) and should LOUIS I. MUND and/or COLUMBIA GOLF CLUB, INC., or a successor, thereafter acquire title to said six (6) acre tract of property, the same shall be encumbered and bound by this Agreement, and all of the terms and provisions thereof the same as if said property was owned and held by COLUMBIA GOLF CLUB, INC. on the date of this Agreement.

— Further, should the Fifth District Appellate Court rule as aforesaid, and hold that the LOUIS I. MUND/COLUMBIA GOLF CLUB, INC. is not the owner of the six (6) acre tract aforesaid, the parties shall make and enter into such modifications of this Agreement as are reasonable and necessary in order to cause the development herein contemplated to occur with the least disruption and interference as is practicable, keeping in mind the purpose and intent of this Agreement.

(6) GOLF CARTS CROSSING PUBLIC STREETS. The parties acknowledge the existence of Article XIV (Miscellaneous), Act 5 (Illinois Vehicle Code), Chapter 625 (Vehicles), Section 11-1428 which regulates the operation of golf carts on streets, roads and highways. A copy of the Act is attached hereto as Exhibit "78", and by reference made part hereof. The Act permits golf carts to make a direct crossing over a street, highway or roadway that runs through a golf course at intersections approved by the applicable local unit of government. The Owners shall control and regulate the operation of golf carts on and across public streets, if any, located in the ~~Original Annexation Territory~~ territory involved in this Agreement and the territory involved in the Exhibit "1" Annexation Agreement on the four (4) Annexation Tracts involved in the Second Annexation in accordance with Section 11-1428 of the Illinois Motor Vehicle Code, as amended, (625 ILCS 5/11-1428). In compliance with said Act, if public streets are hereafter located in the ~~Original Annexation Territory or the four (4) Annexation Tracts~~ ~~said territory~~ across which golf carts are required to cross for the utilization of the golf course in the ~~Original Annexation Territory or the four (4) Annexation Tracts~~ ~~said territory~~, in accordance with said Act, the City shall adopt an ordinance or ordinances to approve the location of the interchange or interchanges for the golf cart crossing or crossings at a place or places where no obstruction prevents a quick and safe crossing, provided:

- (i) To the extent practicable and deemed necessary by the City, each crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street, road or highway crossed;
- (ii) A golf cart crossing at an interchange is brought to a complete stop before attempting a crossing;

(iii) The operator of a golf cart shall yield the right of way to all pedestrians and vehicular traffic which constitutes a hazard;

(iv) There is no tunnel or overpass ramp provided for golf carts to cross through the golf course; and,

(v) Any traffic control devise required by the City to be installed at each such interchange, other than a stationary "stop" or "yield" sign, shall be installed, operated and maintained at the Owners' cost.

(7) SIGNAGE. The existing one (1) directional sign at or near Mule Road shall be subject to amortization under the City's Street Graphics Control Ordinance for an amortization period of two (2) years. Within two (2) years of the date of this Agreement, the sign will be eliminated or brought into compliance with the City's Street Graphics Control Ordinance. Any additional or new signage to be installed and maintained on the Annexation Tract shall comply with the City's Street Graphics Control Ordinance.

(8) CITY WATER. The City shall provide the water service for the Original Annexation Territory and the four (4) Annexation Tracts ~~entire five hundred forty-two (542)~~ ~~acres development comprising the property involved in this Agreement (four hundred~~ ~~seventy-one [471] acres more or less) and the properties involved in the Exhibit "1"~~ ~~Annexation Agreement (seventy-one [71] acres, more or less)~~ and shall be the sole water purveyor for this ~~said~~ development ~~territory~~ unless the City would enact an ordinance consenting to an alternate potable water source for all or any part of the development. The City has paid for, constructed and installed the off-site and on-site extension of a City water main adequately sized to meet the potable water requirements for the Original Annexation

Territory and the four (4) Annexation Tracts and surrounding territory ~~said territory~~
~~comprising five hundred forty-two (542) acres, more or less, and surrounding territory.~~

Since the parties made and entered into the Original Annexation Agreement on March 15, 1992~~3~~, the City has constructed and installed water transmission lines that now provide water service for the Annexation Tract, in accordance with and in compliance with the Original Annexation Agreement. The easement or easements required for the water transmission main of the City have been granted to the City by the owners as was made and provided for in the Original Annexation Agreement. As is made and provided for in the Original Annexation Agreement, in addition to the waterline easements for the Annexation Tract, as described above, if requested by the City, the owners will grant and convey to the City, without payment for the same, a ten (10) foot wide waterline easement to run parallel to and along County Road "AA", the southern boundary of which will be located along the southern portion of the owners' property that adjoins County Road "AA" at the subject location (a sufficient distance from the center of the surfaced travel way of County Road "AA" to allow for the widening of the road in the future, to bring the same into compliance with the City's Codes and Ordinances pertaining to the width and construction of public streets), to provide water service to property that adjoins the Annexation Tract (including the McConkey Subdivision, the Robert McGee property, and the Columbia Chapter of the Monroe County Sportsman's Club property). The easements shall be approximately two thousand (2,000) feet long and shall end at or about the location of the golf course maintenance shed located near the green for hole number 1 on the ~~COLUMBIA~~
~~GOLF CLUB~~ golf course. In addition thereto, the owners will grant a construction

easement to provide reasonable working room to construct and install the waterline during the initial installation of the same.

As provided for in the Original Annexation Agreement, the City has stubbed-in tee connections for water service to the Original Annexation Tract (four hundred forty-four [444] acres, more or less) at locations selected by the owners and at no expense to the owners when the water transmission main of the City was installed in the Annexation Tract. When the owners connect improvements on the Original Annexation Tract to the City water main at the stub-in locations, the owners shall not be required to pay the City any tap-in or connection fees for connecting to the City's water main.

Notwithstanding anything to the contrary herein, the irrigation of the golf courses on the Annexation Tract may be by and from lakes, ponds or wells currently existing or to be constructed which will be utilized by the Annexation Tract. The City will not place any restrictions on the lakes, ponds, or wells, utilized by the golf courses, e.g., the same will not be required to be fenced. The Owner will keep the lakes, ponds or wells in a clean and sanitary condition, keep the weeds mowed and not allow the same to become a public nuisance. Any lakes, ponds or wells utilized by the golf courses and the golf course will be and remain privately owned, maintained and operated property and the City will have no maintenance obligation or responsibility with regard to the same.

(9) CITY SANITARY SEWER SERVICE. The City shall provide the sanitary sewer treatment and disposal service to the Original Annexation Territory and the four (4) Annexation Tracts entire development comprising the property involved in this Annexation Agreement (four hundred seventy-one [471] acres, more or less) and the properties involved in the Exhibit 1 Annexation Agreement (seventy-one [71] acres more or less),

all of which are located within the Facility Planning Area of the City. Any sanitary sewer service lines, facilities and appurtenances necessary to be installed in the ~~Original Annexation Territory or the four (4) Annexation Tracts~~ ~~said territory~~ in order to connect to the existing sanitary sewer mains of the City shall be at the expense of the developers or property owners, and not at the expense of the City. Sanitary sewer lines, facilities and appurtenances to be constructed by the owners/developers in ~~the Original Annexation Territory or on the four (4) Annexation Tracts~~ ~~said territory~~ (comprising five hundred forty-two [542] acres, more or less) shall be in compliance with the City's Subdivision Control Ordinance and the other Ordinances of the City and State laws appertaining thereto at the time of the construction of those improvements.

In accordance with the Original Annexation Agreement of the parties, the City has installed a sanitary sewer main to provide sanitary sewer service to the Annexation Tracts ~~involved in this Agreement and the Exhibit "I" Annexation Agreement~~. Further, the City has obtained an amendment of its Facility Planning Area from the Illinois Environmental Protection Agency to allow the City to provide sanitary sewer service for the ~~entire proposed development (comprising five hundred forty-two [542] acres, more or less)~~ Original Annexation Tract and the four (4) Annexation Tracts to be annexed pursuant to the ~~Second Annexation Agreement~~. The owners acknowledge that the sanitary sewer service has been installed by the City in accordance and in compliance with the Original Annexation Agreement of the parties.

In accordance with the Original Annexation Agreement of the parties, the owners shall not be required to pay any connection or tap-in fee to connect to the City's sanitary sewer service at the City's Hill Lake Creek sanitary sewer main or the Old State

of Illinois Route No. 3 sanitary sewer line extension to the McConkey Subdivision or the George Weber III Trust sanitary sewer line extension. Further, the owners shall be allowed a total of six (6) connections to these lines (not to each line but a total of six [6] connections collectively) for which no tap-in or connection fee will be required to be paid by the owners.

As provided in the Original Annexation Agreement of the parties, all on-site extensions of sanitary sewer lines on the ~~an~~ Annexation Tract required to provide sanitary sewer service to development on the ~~that~~ Annexation Tract will be at the owners' expense.

(10) LIQUOR LICENSES. In accordance with the Original Annexation Agreement of the parties, The City Liquor Control Commissioner will annually issue the owners of the property on which the currently existing Columbia Golf Course Club House ~~and the new proposed golf course club house to be constructed hereafter~~ is located an annual liquor license, as allowed by law and in compliance with the City's Liquor Control Ordinance and the State statutes with regard to the sale of alcoholic beverages on the Original Annexation Tract.

(11) EXPENSES OF ANNEXATION. The City Attorney prepared the ~~Original Annexation Petition, the Original Annexation Agreement, the City Ordinance pertaining to the annexation and zoning of the Original Annexation Tract (four hundred forty-four [444] acres, more or less)~~ and other annexation documents pertaining to the ~~original~~ property annexation, including the First Amendment of the Annexation Agreement of the parties, in accordance with the ~~Original Annexation Agreement of the parties and without any obligation on the part of the owners to reimburse the City for the same.~~ In connection with this Second Amendment of the Annexation Agreement of the parties, ~~the City Attorney shall prepare the annexation documents pertaining to the Second Amendment of the~~

Original Annexation Agreement and each party shall pay their own attorney's fees and expenses necessary to be incurred in connection therewith. In that regard, the owners will provide to the City, at the owners' expense, good and accurate legal descriptions for the zoning districts to be located on the Original Annexation Tract and on the adjoining four (4) annexation tracts involved in the Second Annexation Agreement entire development (five hundred forty-two [542] acres, more or less) including the properties involved in this Agreement (four hundred seventy-one [471] acres, more or less), and the Exhibit "1" Annexation Agreement (seventy-one [71] acres, more or less). The City will provide for the enactment of the zoning ordinances to zone or rezone the property involved in said this Second Amendment of the Original Annexation Agreement and the Second Annexation Agreement territory (five hundred forty-two [542] acres, more or less) in accordance with the Exhibit "23" Master Plan. The owners will provide to the City title insurance commitments for the Original Annexation Tract (including the six [6] acres of the Original Annexation Tract that previously was titled in the name of RUTH REEVES) showing the ownership of the Original Annexation Tract (and said six [6] acre tract located within the confines of the Annexation Tract) property involved in this Second Amendment Agreement (four hundred seventy-one [471] acres, more or less) and to the properties involved in the Exhibit "1" Annexation Agreement and the indicating liens, easements, and other encumbrances that pertain to or affect the Original Annexation Tract said properties, not less than sixty (60) days before the City would be expected to make and enter into this Agreement.

(12) ANNEXATION OF ADJOINING PROPERTY. The Owner, LOUIS I. MUND, owns property (including an abandoned ICG Railroad right-of-way he purchased and a

triangular shaped piece of property located between Old State of Illinois Highway Route No. 3 and State of Illinois Interstate Highway 255) which is located in St. Clair County, Illinois, and most (if not all) of which adjoins the Annexation Tract and is contiguous thereto, a description of which (provided by the Annexation Petitioners) is attached hereto as Exhibit "89". Such part thereof as the owner does not intend to annex to the City at this time, the owner agrees that during his lifetime the same will not be annexed to any other municipality other than the City by him or any subsequent owner of said property, without the written consent of the City.

Notwithstanding anything in this Section (12) of this Agreement to the contrary, during the lifetime of the said LOUIS I. MUND the Exhibit "89" property and all parts thereof shall be freely alienable and transferrable by him without any obligation on his part or the part of the transferee or their successor in title to annex the same to the City. Nevertheless, pursuant to this Section of this Agreement, at the time of said ~~lifetime~~ (i.e. ~~inter vivos~~) transfer by LOUIS I. MUND to a subsequent owner, the land transferred will be subject to a restriction that same shall not be annexed to another municipality other than the City of Columbia, Illinois (which shall be incorporated in the deed or other instrument of transfer) without the enactment of an appropriate Ordinance of the City of Columbia, Illinois consenting to such annexation. In other words, during his lifetime, LOUIS I. MUND can transfer and dispose of such part or all of his Exhibit "89" property as he shall see fit and without any obligation on his part or the part of the transferee or their successors in title to annex the same to any municipality. However, if the same shall ever be annexed to a municipality, it shall be annexed to the City of Columbia, Illinois (unless the corporate authorities of said City agree otherwise).

At the death of the said LOUIS I. MUND, such part of the Exhibit "89" property as he shall own at his death (and as is eligible for annexation to the City, and the City shall desire to annex), the City may annex at the City's expense pursuant to Sections 7-1-1, 7-1-8, and 7-1-40, and 7-1-48, if applicable, as amended, of the Illinois Municipal Code, (65 ILCS 5/7-1-1, 5/7-1-8, and 5/7-1-40 and 5/7-1-48, as amended) and said deceased owner's successors in title shall be required to cooperate with the City in the annexation of the property by virtue of and pursuant to this Agreement. Any part thereof not eligible to be annexed to the City due to lack of contiguity or other legal impediment, shall continue to be subject to the restriction that same shall not be annexed to any other municipality without the written consent of the City and may be annexed to the City at such time as the pre-existing legal impediments to annexation (such as but not limited to contiguity) have been removed.

The restrictions on annexations provided for in this Section of the Annexation Agreement shall be restrictions which run with the Exhibit "89" land upon recording of this Annexation Agreement (or a memorandum thereof) in the office of the St. Clair County, Illinois Recorder.

(13) COUNTY ROAD "AA" MONROE COUNTY ROAD DISTRICT NO. 5 "AA" ROAD. Notwithstanding the annexation of the Original Annexation Territory to the City in 1992~~3~~, the Monroe County, Illinois Highway Authority continues to be responsible for the maintenance of the portion of County Road "AA" that adjoins the southerly boundary of the Annexation Territory ~~the obligation for access control and maintenance of Monroe County Road District No. 5 "AA" Road was transferred by operation of law from said Road District No. 5 to the City (see 65 ILCS 5/7-1-1, In Mushbaugh v. Village of East Peoria, 260~~

III. 27, 102 N.E. 1027 People ex re: Rockwell v. Chicago Telephone Co., 245 Ill. 121, 91 N.1065).

Until such time as City development would require a widening and resurfacing of the road, the road surfacing and width may remain as is (approximately twelve (12) feet wide with oil and chip surfacing from Old State of Illinois Highway Route 3 to the location of the driveway for the Columbia Sportsman's Club property, and gravel thereafter; without curbs and gutters. If and when it is necessary to widen and resurface the road; if ever, the property owners will grant to the appropriate governmental authority additional road right-of-way easements on, over, along and across the Original Annexation Territory for the widening of "AA" Road, ~~and for municipal and public utility and drainage uses and purposes~~ as shall be reasonably required; except that and provided however, the governmental authority charged with and responsible for the widening and resurfacing, to the extent practicable, will locate the surfacing, curbs and gutters ~~and utility and drainage easements~~ so as not to encroach upon the Columbia Golf Course and the trees adjoining the golf course and located north of Monroe County Road District No. 5 "AA" Road as currently located. The road right-of-way ~~utility and drainage~~ easement shall be granted and conveyed without payment of compensation for the same.

Notwithstanding anything herein to the contrary, the Owners will not be required to pay any costs related to the ~~pavement~~ surfacing, resurfacing, widening, curbing or gutters ~~guttering~~ drainage and ~~utilities~~ which may now or in the future be required on Monroe County Road District No. 5 "AA" Road; (unless the same be incorporated in a development the Owners of the Annexation Territory are developing in the Annexation Territory and be required for the development of Annexation Territory by the developers thereof).

(14) IMPROVEMENT OF RUECK ROAD - The Annexation Petitioners or the applicable subdivider/developer of their property, shall within one (1) year (365 days) of the completion of construction of the proposed "Rueck Parkway" (being a proposed extension and realignment of the former Monroe County Road District No. 5 "Rueck Road" in the proposed "Brellinger Subdivision" in the City which is to be constructed by D & A Builders - Dennis Brand, Builder) construct, perform and pay for the following improvements to the portion of the existing "Rueck Road" that adjoins the western boundary of the proposed "Brellinger Subdivision" at the location depicted on the drawing provided by the Annexation Petitioner, which is attached hereto as Exhibit "10", in accordance with the following minimum specifications, to wit:

- (A) Twenty-two (22) foot wide Portland cement concrete pavement, eight (8) inches thick, constructed on compacted base sub-grade;
- (B) Six (6) foot wide bituminous shoulders on each side of pavement; and
- (C) Five (5) foot wide Portland cement concrete sidewalks, four (4) inches thick, located on each side of realigned and reconstructed Rueck Road, located one (1) foot behind top of back slope of ditch.

The Annexation Petitioners or their subdividers/developers shall pay for all costs in connection with the design engineering, construction engineering, and the cost to construct and install the subject section of realigned and reconstructed Rueck Road.

(145) FUTURE EXTENSIONS OF WATER AND SEWER TO OFF-SITE AREAS.

In accordance with the Original Annexation Agreement of the parties, when sanitary sewer service and water service are constructed on and installed in the Annexation Tract by the Owners thereof, at said Owners' expense, in water and sanitary sewer main easements to be provided to the City by the Owners, plans and provisions will be made for and the

Owners shall grant and allow to the City easements to provide for off-site extensions of City water and sanitary sewer service to provide off-site water and sanitary sewer service to other properties in the area where the Annexation Tract is located, as the City shall determine to be necessary and appropriate. The location for connection(s) and the location for routing of the on-site extensions for off-site water and sanitary sewer service shall be at locations which are mutually agreeable to the City and the Owners. If they are unable to agree, then same shall be settled by arbitration, with the City selecting an arbitrator, the Owners selecting a second arbitrator, and the two (2) arbitrators selecting a third arbitrator. The decision of two (2) of the three (3) arbitrators will be binding and conclusive in determining the location of connection(s) and routing of on-site sanitary sewer and water mains for off-site sanitary sewer and water main service. The City shall not be required to pay the Owners for said easements. The cost of the extensions of said water and sanitary sewer services shall be at the expense of the City, their designee, or the off-site owners/developers, and not at the cost of the Owners of the property involved in this Second Amendment of the Original Annexation Agreement or the owners of the property involved in the Second Annexation Agreement ~~Exhibit "1" Annexation Agreement~~.

Since the Original Annexation Agreement of the parties the Owners have acquired the "Black Horse Ranch Tract" which was more particularly described on Exhibit "J" attached to the Original Annexation Agreement. The "Black Horse Ranch Tract" is one (1) of the four (4) tracts to be annexed to the City pursuant to the Second ~~Exhibit "1"~~ Annexation Agreement attached hereto as Exhibit "1". Consequently, after the annexation of the "Black Horse Ranch Tract" to the City there shall be no restriction on the City providing water service and sanitary sewer service to the "Black Horse Ranch Tract".

(156) TEMPORARY USE OF BASEMENT OF GOLF COURSE CLUB HOUSE.

In accordance with the Original Annexation Agreement of the parties, pending the construction of a new golf course club house for the Columbia Golf Course and/or the Bridges Golf Course on the Annexation Tract, the Owners may continue to use the basement of the existing club house for the Columbia Golf Course to operate in and from pending the completion ~~and of~~ construction of the new club house building and facilities. If it is necessary for the City to grant variances or amend ordinances in order to provide for the same, the City will do so.

(167) BINDING EFFECT. This Second Amendment to the Original Annexation Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, including successor owners of record of the Annexation Tract, (successor owners of record of the LOUIS I. MUND property described in Exhibit "89" attached hereto, which is not part of this Second Amendment to the Original Annexation Agreement, but title to which is encumbered by restrictions created by this Second Amended Annexation Agreement), and all parts thereof, and upon any successor municipality. Nothing herein shall prevent the alienation or sale of the Original Annexation Tract or portions thereof, or the property described in Exhibit "89" attached to this Agreement, or portions thereof, except that the said transfer and conveyance of the Original Annexation Tract involved in this Agreement shall be subject to the provisions hereof and the zoning ordinances and other codes and ordinances of the City then effect (other than as are changed by this Second Amendment to the Original Annexation Agreement), and except that the transfer and conveyance of all or part of the property described in Exhibit "89" shall be subject to the restrictions created by this Agreement and

the new owners or transferees shall be both benefitted and bound by the terms, conditions and restrictions therein and herein expressed.

(178) ENFORCEMENT. This Second Amendment to the Original Annexation Agreement shall be enforceable in any Court of competent jurisdiction by any of the parties hereto by an appropriate action at law or in equity to secure performance of the covenants hereof in accordance with the provisions of Section 11-15-4 of the Illinois Municipal Code, as amended, (Ill. Rev. Stat., Ch. 24, Para. 11-15-4).

(189) TERM. As permitted by Section 11-15-5 of the Illinois Municipal Code, as amended, (Ill. Rev. Stat., Ch. 24, Para. 11-15-5), this Annexation Agreement shall be in effect for a term of twenty (20) years from the date of its execution.

(1920) SEVERABILITY. In the event any provision of this Second Amendment to the Original Annexation Agreement shall be declared invalid by a Court of competent jurisdiction, the invalidity of such provision will not affect the validity of any other provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Second Amendment to the Original Annexation Agreement on the date first above written.

CITY OF COLUMBIA, ILLINOIS, a Municipal Corporation, the Party of the First Part

BY: _____
LESTER SCHNEIDER, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF MONROE) SS

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that LESTER SCHNEIDER and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Illinois, a Municipal Corporation, appeared before me, in person, this date, and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this _____ day of _____, 2003.

Notary Public

COLUMBIA GOLF CLUB, INC., an Illinois Corporation, One of the Parties of the Second Part

BY: _____
LOUIS I. MUND, President

ATTEST:

_____, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that LOUIS I. MUND and _____, personally known to me and known to me to be the President and the Secretary, respectively, of the COLUMBIA GOLF CLUB, INC., an Illinois Corporation, appeared before me, in person, this date, and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of the said COLUMBIA GOLF CLUB, INC., for the uses and purposes therein set forth.

Given under my hand and Notary Seal this _____ day of _____, 2003.

Notary Public

LOUIS MUND, One of the Parties of the Second
Part

STATE OF ILLINOIS)
COUNTY OF _____)
) SS

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that LOUIS I. MUND, personally known to me and known to me to be the same person whose name is subscribed to the above and foregoing document as an individual owner of all or part of the Original Annexation Tract, appeared before me, in person, this date, and acknowledged that he signed and delivered the above and foregoing document as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and Notary Seal this _____ day of _____,
2003.

Notary Public

F & H INVESTMENTS, INC., an Illinois Corporation, One of the Parties of the Second Part

BY: _____
WILLIAM C. HAWN, President

ATTEST:

PAUL J. FRIERDICH, Secretary

STATE OF ILLINOIS)
)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that WILLIAM C. HAWN and PAUL J. FRIERDICH, personally known to me and known to me to be the President and Secretary, respectively, of F & H INVESTMENTS, INC., an Illinois corporation, appeared before me, in person, this date, and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of F & H INVESTMENTS, INC., for the uses and purposes therein set forth.

Given under my hand and Notary Seal this _____ day of _____, 2003.

Notary Public

THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys-at-Law
321 Wedgewood Square
P.O. Box 300
Columbia, Illinois 62236
Telephone (618) 281-5185

EXHIBIT "1"

TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
FOR THE ANNEXATION OF A TRACT OF REAL ESTATE
COMPRISING 450 ACRES, MORE OR LESS, TO THE CITY
OF COLUMBIA, ILLINOIS WHICH PROPERTY HAS
FRONTAGE ON OLD STATE OF ILLINOIS HIGHWAY
ROUTE NO. 3 AND ON MULE ROAD, IS SITUATED IN BOTH
MONROE COUNTY AND ST. CLAIR COUNTY, ILLINOIS,
AND WHICH PROPERTY IS IMPROVED BY THE COLUMBIA
GOLF COURSE AND THE BRIDGES GOLF COURSE IN THE
CITY OF COLUMBIA, ILLINOIS

ANNEXATION AGREEMENT FOR THREE (3)
ADDITIONAL TRACTS NOT PREVIOUSLY ANNEXED

EXHIBIT "2(A)"
TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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PFEFFER TRACT LEGAL DESCRIPTION

EXHIBIT "2(B)"
TO

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LEINGANG TRACT LEGAL DESCRIPTION

EXHIBIT "2(C)"

TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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LOUIS MUND TRACT LEGAL DESCRIPTION

EXHIBIT "3"
TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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MASTER PLAN

EXHIBIT "4"
TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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CHAPTER 17.24 OF CITY'S ZONING CODE

EXHIBIT "5"

TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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SUBSECTION 40-6-6 OF CITY'S 1979 ZONING CODE

EXHIBIT "6"

TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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CITY OF COLUMBIA, ILLINOIS

PERTINENT PROVISIONS OF SUBDIVISION CODE AS
EXISTED MARCH 15, 1992

EXHIBIT "7"

TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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ILLINOIS VEHICLE CODE SECTION 11-209.1

EXHIBIT "8"
TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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CITY OF COLUMBIA, ILLINOIS

ILLINOIS VEHICLE CODE, CHAPTER 625, SECTION 11-1428

EXHIBIT "9"

TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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GOLF COURSE AND THE BRIDGES GOLF COURSE IN THE
CITY OF COLUMBIA, ILLINOIS

DESCRIPTION OF LOUIS I. MUND ADDITIONAL PROPERTY
ATTACHED TO ORIGINAL ANNEXATION AGREEMENT

EXHIBIT "10"

TO

SECOND AMENDMENT TO ANNEXATION AGREEMENT
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CITY OF COLUMBIA, ILLINOIS

REALIGNMENT DRAWING FOR RUECK ROAD