

[FOR RECORDER'S USE]

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**ANNEXATION AND DEVELOPMENT AGREEMENT  
PILOT TRAVEL CENTER – ROCHELLE, ILLINOIS**

**Date:** \_\_\_\_\_, 20\_\_

**Parties:** **THE CITY OF ROCHELLE**, an Illinois municipal corporation

and

**RICHARD R. QUEST and FRANCIS J. QUEST;**

and

**PILOT TRAVEL CENTERS LLC**, a Delaware limited liability company

**Property:** Approximately fifty-two and 10/100 (52.10±) acres located at or around 17196-17498 Lincoln Hwy. Rt. 38, Dement Township, Ogle County, Illinois

**Legal Description:** See attached Exhibit A

**Property Tax Identification Number(s):** 25-17-400-006

**Common Address:** None assigned yet

**Prepared By and Return To:**

DOMINICK LANZITO

Peterson Johnson & Murray, Chicago, LLC

200 W Adams, Suite 2125

Chicago, Illinois 60606

(312) 782-7150

Attorney for City of Rochelle

**CITY OF ROCHELLE  
ANNEXATION AGREEMENT  
PILOT TRAVEL CENTER – ROCHELLE, ILLINOIS**

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**ANNEXATION AGREEMENT  
(INDUSTRIAL/COMMERCIAL)**

This Annexation Agreement (“Agreement”) entered into as of the \_\_\_ day of \_\_\_\_\_, 2019, between the City of Rochelle, an Illinois municipal corporation (“the City”); and Richard R. Quest and Francis J. Quest (collectively, “Owner”); and Pilot Travel Centers LLC, a Delaware limited liability company (“Developer”).

**WITNESSETH**

**THAT WHEREAS,** the City is a non-home rule municipal corporation organized under the laws of the State of Illinois, and has the power to annex territory and to enter into annexation agreements in connection with the annexation of territory, pursuant to the applicable provisions of the Illinois Municipal Code, including without limitation 65 ILCS 5/7-1-8 and 65 ILCS 5/11-15.1-1 *et. seq.*; and

**WHEREAS,** Owner is the current owner of record of the fee interest in certain property consisting generally of approximately fifty-two and 10/100 (52.10±) acres located at or around 17196-17498 Lincoln Hwy. (Rt. 38), in Dement Township, Ogle County, Illinois, the legal description of which is attached hereto as **Exhibit A** and incorporated herein (“the Property”); and

**WHEREAS,** Developer leases property adjacent to the Property and intends to develop such adjacent property as a travel center (the “Travel Center Property”); and

**WHEREAS,** the Property is not within the corporate boundaries of any incorporated municipality, the Property is contiguous to the City, and there are no electors residing within the Property; and

**WHEREAS,** a petition for annexation has been filed with the City Clerk of the City, pursuant to 65 ILCS 5/7-1-8, pursuant to which the Owner seeks to have the Property annexed to the City pursuant to the terms of this Agreement; and

**WHEREAS,** Owner has represented to the City that there are currently no development plans for the Property; however, the Property must be annexed into the City in order for the Travel Center Property to also be annexed and developed in accordance with a separate agreement between Owner, Developer, and the City; and

**WHEREAS,** all notices, publication, public hearings, and all other matters required by law have been given and performed by the corporate authorities of the City regarding the approval, execution and delivery of the Agreement; and

**WHEREAS,** the City Council of the City of Rochelle, after due and careful consideration, has concluded that the annexation and development of the Property on the

terms set forth herein would further the orderly growth of the City and serve the best interests of the citizens of the City; and

**WHEREAS**, by a favorable vote of at least two-thirds (2/3) of the City Council then holding office, an ordinance has heretofore been adopted authorizing the execution and delivery of this Agreement;

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual agreements contained herein, the parties agree as follows:

**1. RECITALS.** The recitals set forth above are a material part of this Agreement and are hereby incorporated in this Agreement by reference.

**2. GENERAL AND SPECIAL TERMS.** This Agreement shall consist of the foregoing recitals, the provisions of paragraphs 1 through 6 and the following:

- (a) The General Terms set forth in Schedule 1 attached hereto;
- (b) The Special Terms set forth in Schedule 2 attached hereto;
- (c) Exhibits A, B, C, and D attached hereto; and
- (d) All other Exhibits referred to in the General Terms or in the Special Terms.

**3. ROCHELLE MUNICIPAL CODE.** Except as modified by this Agreement, the provisions of the Rochelle Municipal Code in effect from time to time shall govern the development of the Property and the relationship of the Parties.

**4. CONDITION PRECEDENT.** The City acknowledges and agrees that (a) Richard R. Quest, as Successor Trustee of the Bette J. Whaley Declaration of Trust dated 10/02/2003 (“Trustee”) and Developer have entered into a Lease for the Travel Center Property (the “Lease”) that provides Developer with an inspection period and certain termination rights in the event Developer’s due diligence reveals matters that are not to Developer’s satisfaction; (b) the Lease governs Developer’s obligations to lease the Travel Center Property; and (c) nothing in this Agreement will be construed to create an obligation on Developer to lease the Travel Center Property other than as set forth in the Lease. Developer shall be responsible to reimburse City for all costs incurred by the City in assessing this development, including reasonable legal fees, if the annexation is approved by the City, even if Developer terminates the Lease as permitted therein. Otherwise, and in addition to any other conditions precedent herein, the obligations of Developer under this Agreement are subject to Developer’s leasing the Travel Center Property from Trustee; and, except as otherwise expressly provided herein, upon the expiration or termination of the Lease prior to completion of Developer’s planned development of the Travel Center Property, this Agreement shall be of no further force or effect, and neither Party shall have any further obligation or responsibility hereunder except for obligations that accrued prior to such expiration or termination. In the event of expiration or termination of the Lease

after completion of Developer's planned development of the Travel Center Property, Developer shall have no further obligation or responsibility hereunder, and Owner shall assume all obligations or responsibility of Developer hereunder; provided that Owner may further pass such obligations and responsibilities on to any future tenant of Owner or successor owner of the Property via an assumption agreement reasonably acceptable to Owner and City.

**5. ADDRESSES FOR NOTICES.** Notices referred to in this Agreement shall be sent to the following addresses, unless otherwise designated in writing:

- If to City: Rochelle City Clerk  
420 North 6<sup>th</sup> St.  
Rochelle, IL 61068
- With a copy to: Rochelle City Manager  
420 North 6<sup>th</sup> St.  
Rochelle, IL 61068
- With a copy to: Dominick Lanzito, City Attorney  
Peterson Johnson & Murray, Chicago, LLC  
200 W Adams, Suite 2125  
Chicago, Illinois 60606
- If to Owner: Richard R. Quest and Francis J. Quest  
450 Milky Lane  
Pocahontas, AR 72455
- With a copy to: Timothy J. Conklin  
Foster Buick Law Firm  
2040 Aberdeen Ct.  
Sycamore, IL 60178
- If to Developer: Pilot Travel Centers LLC  
5508 Lonas Drive  
Knoxville, TN 37909  
Attn: Jerrod Herron
- With a copy to: Pilot Travel Centers LLC  
5508 Lonas Drive  
Knoxville, TN 37909  
Attn: General Counsel

Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or by reputable overnight courier, or personally delivered, to the Parties at the addresses shown or at such other addresses as the Parties may, by notice, designate. Notices shall be deemed given on the

fifth (5<sup>th</sup>) business day following deposit in the U.S. certified mail; on the first (1<sup>st</sup>) business day following deposit with overnight courier; or upon receipt, if personally delivered.

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

**CITY OF ROCHELLE**, an Illinois municipal corporation (“City”)

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
**RICHARD R. QUEST** (“Owner”)

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**FRANCIS J. QUEST** (“Owner”)

**PILOT TRAVEL CENTERS LLC**, a Delaware limited liability company (“Developer”)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DOMINICK LANZITO  
Peterson Johnson & Murray, Chicago, LLC  
200 W Adams, Suite 2125  
Chicago, Illinois 60606  
(312) 782-7150  
Attorney for City of Rochelle

**SCHEDULE 1 (GENERAL TERMS)  
(INDUSTRIAL/COMMERCIAL)**

**ARTICLE I  
ANNEXATION AND ZONING**

**Section 1. Term.** The term of this Agreement shall be as set forth in Schedule 2 (Special Terms).

**Section 2. Enactment of Annexation Ordinance.** Concurrently with the execution of this Agreement (or within such other time as may be set forth in Schedule 2 (Special Terms), the City will enact a valid and binding ordinance (“the Annexation Ordinance”) annexing the Property to the City. The City shall file the Annexation Ordinance and a plat of annexation (to be provided by Developer at Developer’s cost) with the office of the County Recorder within thirty (30) days after enactment of the Annexation Ordinance. Developer shall pay all costs of recordation at the time of recordation.

This Agreement, in its entirety, together with any petitions for annexation or zoning filed in connection herewith, shall be null and void, and of no force or effect unless the Property is annexed to the City contemporaneously with the approval and execution of this Agreement (or within such other time as may be set forth in Schedule 2 (Special Terms)).

**Section 3. Adoption of Zoning Map Amendment.** Concurrently with the enactment of the Annexation Ordinance, the City will adopt one or more ordinances zoning the Property in the manner set forth in Schedule 2 (Special Terms). The zoning adopted pursuant to this Agreement shall remain in effect unless thereafter amended in accordance with applicable law.

**ARTICLE II  
CODES, FEES AND REIMBURSEMENTS**

**Section 4. Applicability of Codes.** Except as otherwise expressly provided in this Agreement, for the period set forth in Schedule 2 (Special Terms), the provisions of the Rochelle Municipal Code Chapters 22 (Buildings and Building Regulation), 86 (Subdivisions), and 110 (Zoning) in effect as of the date of this Agreement shall remain in effect as they pertain to the Property. A true and correct copy of said Chapters shall be initialed by the Parties. The original shall remain with the City Clerk and copies shall be provided to Owner, Developer, and the City Manager.

Except as otherwise expressly provided in this Agreement, Owner shall comply with all provisions of the Rochelle Municipal Code then in effect with respect to all aspects of any future development of the Property. If the Rochelle Municipal Code is amended in a manner that imposes less restrictive requirements on the development of property within the City with respect to similarly situated owners, then Owner may elect to proceed under such less restrictive requirement.

**Section 5. Reimbursement to City.** Developer shall reimburse the City for all actual and reasonable professional fees, costs or other expenses related to the Property incurred by the City in connection with the negotiation and approval of this Agreement and related matters, including without limitation reasonable legal fees, reasonable charges for staff time, and reasonable planning and engineering consultant fees, as detailed on **Exhibit D**. Developer shall pay such amounts to the City within thirty (30) days after receipt of an invoice from the City following approval of this Agreement by the City.

Developer agrees to reimburse the City for all amounts payable by the City to the Ogle-Lee Fire Protection District by reason of the application of Section 20(e) of the Fire Protection District Act, 70 ILCS 705/20(e). Developer shall pay such amounts within thirty (30) days after receipt of an invoice from the City showing the basis for the amount due. The City may invoice in advance, and Developer shall pay, an amount estimated to represent five (5) years of such payments, based on the latest amount payable by the City pursuant to said statute.

### **ARTICLE III UTILITIES**

**Section 6. Utility Easements.** Owner shall provide to City, with no charge, all easements on property necessary to carry out the provisions of this Agreement and to extent utilities to the Travel Center Property.

### **ARTICLE IV REMEDIES**

**Section 7. Remedies Available; No Election.** Subject to the indemnity provisions of Article V, upon a breach of this Agreement, any of the parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provision of any other Article of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity.

**Section 8. Notice and Opportunity to Cure.** In the event of a material breach of this Agreement (other than non-payment of sums owed), the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein, (provided, however, that said thirty (30) day period shall be extended if and during the period that the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

**Section 9. Failure to Cure.** If any of the Parties shall fail to perform any of its obligations hereunder (other than non-payment of sums owed), and the party affected by

such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if and during the period that the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including reasonable attorney's fees and litigation expenses) incurred by it in connection with action taken to cure such default.

**Section 10. No Waiver.** The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**Section 11. Force Majeure.** If the performance of any obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strike or similar acts), the time for such performance shall be extended by the amount of time of such delay.

## **ARTICLE V LIABILITY AND INDEMNITY**

**Section 12. City Procedure.** The parties acknowledge and agree that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agree not to challenge the City's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

**Section 13. Defense Expense.** In the event a party hereto commences litigation or other legal proceeding against another party to enforce any terms of this Agreement, the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto (including the fees and costs incurred to collect the sums due under this Section 13).

**Section 14. Assignability and Transfer of Obligations.**

This Agreement shall inure to the benefit of, and be binding upon, successors of Owner and Developer and their respective grantees, lessees, and assigns, and upon successor corporate authorities of City and successor municipalities, and shall constitute a covenant running with the land for the term hereof.

All obligations assumed by Owner under this Agreement shall be binding on Owner, on any and all of Owner's, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property. To assure that Owner's successors, and assigns, and successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, Owner shall:

- (a) Deposit with the City Clerk, contemporaneously with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement in the office of the Recorder of Ogle County; and
- (b) Notify the City in writing at least 30 days prior to any date after which Owner transfers a legal or beneficial interest in any portion of the Property to any Person not a party to this Agreement; and
- (c) Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property to any person, firm or entity not a party to this Agreement.; and
- (d) Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest in the Property to any person, firm or entity not a party to this Agreement, the transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit E** agreeing to be bound by this Agreement ("Transferee Assumption Agreement"), and to provide the City, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require.

The City agrees that after a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required in this Section, the personal liability of Owner shall be released to the extent of the transferee's assumption of liability. The failure of Owner to provide the City with a fully executed copy of a Transferee Assumption Agreement required above by the transferee to be bound by this Agreement and, if requested by the City, with the transferee's proposed assurances of financial capability before completing the transfer shall result in Owner remaining fully liable for all of Owner's obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to Owner.

## **ARTICLE VI**

### **REPRESENTATIONS AND WARRANTIES**

**Section 15. Representations and Warranties of Owner.** Owner represents and warrants to the City and Developer:

(a) that Owner includes all of the legal title holders of record of the Property;

(b) that Owner has full power and authority to execute this Agreement and to bind the Property as herein provided;

(c) that the legal descriptions of the Property set forth herein and in the attached Exhibits are accurate and complete;

(d) that there is no litigation pending by or against Owner that would substantially impair its ability to perform its obligations contemplated by this Agreement; and

(f) that Owner has no current plans for development of the Property.

**Section 16. Representations and Warranties of Developer.** Developer represents and warrants to City and Owner:

(a) that Developer has full power and authority to execute this Agreement;

(b) that the representative of Developer executing this Agreement has been lawfully authorized to execute this Agreement on behalf of Developer and that Developer is lawfully organized and in good standing under all applicable laws; and

(c) that there is no litigation pending by or against Developer that would substantially impair its ability to perform its obligations contemplated by this Agreement.

**Section 17. Representations and Warranties of City.** City represents and warrants to Owner and Developer:

(a) that the City Manager and Clerk of the City have been lawfully authorized by the City Council of the City to execute this Agreement on behalf of the City;

(b) that the City has given or caused to be given and published or caused to be published all notices required by law to be given or published in connection with this Agreement or any other action of the corporate authorities required to be taken as a precondition to execution of this Agreement or annexation of the Property, and that all public hearings required in connection with this Agreement and the annexation of the Property have been held; and

(c) that there is no litigation pending by or against the City that would substantially impair its ability to perform its obligations contemplated by this Agreement.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

**Section 18. Continuation of Current Uses.** If applicable, the Property is currently being used for the purposes set forth in Schedule 2 (Special Terms). In reviewing

this Agreement, the City has given due consideration to the continuation of such current uses. Accordingly, and notwithstanding any provisions of the City Code, the Zoning Ordinance, or any other code, ordinance or regulation, now in effect or adopted during the Term of this Agreement, and notwithstanding the City's subsequent zoning of the Property pursuant to the terms hereof, the current uses of the Property shall be permitted to continue.

**Section 19. Amendment.** This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by City approving said amendment as provided by law, and by the execution of a written amendment by the Parties or their successors in interest.

**Section 20. Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant or portion of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the City Council, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of Developer.

**Section 21. Entire Agreement.** This Agreement sets forth and fully integrates all agreements, understandings and covenants between the Parties with respect to the subject matter hereof, and is intended to supersede and discharge all prior oral or written or contemporaneous oral agreements, negotiations and understandings between the Parties.

**Section 22. Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

**SCHEDULE 2 (SPECIAL TERMS)  
(INDUSTRIAL/COMMERCIAL)**

**Section 1. Term of Agreement:** 20\_\_ years.

**Section 2. Deadline for Annexation of Property:** 90\_\_ days  
following approval of Agreement by City Council.

**Section 3. Current Uses of the Property to be Permitted to Continue:** Agriculture

**Exhibit A**  
**Legal Description**

PILOT ANNEXATION WEST LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 35 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 567.62 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 14 SECONDS WEST, A DISTANCE OF 64.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD DESIGNATED ILLINOIS ROUTE 38; THENCE NORTH 80 DEGREES 42 MINUTES 13 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 76.12 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 33 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 926.94 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 850.02 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 08 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 205.18 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 87 DEGREES 41 MINUTES 08 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 295.44 FEET TO THE EASTERLY RIGHT-OF-WAY OF A PUBLIC ROAD DESIGNATED INTERSTATE ROUTE 39 (U.S. ROUTE 51); THENCE NORTH 48 DEGREES 37 MINUTES 55 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 172.83 FEET; THENCE NORTH 4 DEGREES 16 MINUTES 33 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 151.82 FEET; THENCE NORTH 29 DEGREES 48 MINUTES 20 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 242.40 FEET; THENCE NORTH 51 DEGREES 51 MINUTES 08 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 334.86 FEET; THENCE NORTH 36 DEGREES 02 MINUTES 19 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 282.47 FEET; THENCE NORTH 11 DEGREES 10 MINUTES 23 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 282.54 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 28 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 937.28 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 353.12 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 89 DEGREES 27 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 1029.40 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 31 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 51.54 FEET; THENCE SOUTH 44 DEGREES 41 MINUTES 10 SECONDS WEST, A DISTANCE OF 44.23 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 53 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2469.39 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE TOWNSHIP OF DEMENT, THE COUNTY OF OGLE AND THE STATE OF ILLINOIS. COUNTY OF OGLE COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF ILLINOIS ROUTE 38 LYING SOUTHERLY AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

CONTAINING 2,269,504 SQUARE FEET OR 52.101 ACRES MORE OR LESS

P.I.N.: 25-17-400-006

**Exhibit B**  
**Fee Schedule for the City**

Estimated Reimbursable Expenses

The costs identified herein are estimates, and Owner shall be solely responsible for all actual costs incurred with the development and construction of the Property. Owner shall deposit all funds in an escrow account, to be drawn upon for the reimbursable expenses set forth in this Fee Schedule. City shall have the authority to withdraw the funds to pay for the reimbursable expenses.

1. Professional fees:
  - a. Legal fees. \$25,000
  
2. Costs or other expenses related to the negotiation and approval of this Agreement, and related matters:
  - a. Planning and engineering, consultant fees, staff time, review fees and expenses \$25,000
  
3. Transactional and recording costs: \$2,500

This Fee Schedule will be revised upon submission of a development plan for the Property.



**Exhibit D**  
**Transferee Assumption Agreement**

This document was prepared by,

Dominick L. Lanzito  
Peterson, Johnson & Murray – Chicago LLC  
200 West Adams – Ste. 2125  
Chicago, Illinois 60606

and following recording should  
be returned to:

City of Rochelle  
420 North 6<sup>th</sup> Street  
Rochelle, Illinois 61068  
Attn: City Manager

**TRANSFEE ASSUMPTION AGREEMENT**

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_,  
by, between and among **RICHARD R. QUEST and FRANCIS J. QUEST** (collectively,  
“Owner”), \_\_\_\_\_, a \_\_\_\_\_ (“Transferee”) and  
the CITY OF ROCHELLE, Illinois, an Illinois municipal corporation (“City”),

**W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain \_\_\_\_\_ Agreement dated  
\_\_\_\_\_, 20\_, the Transferee agreed to purchase from the Owner certain real  
property situated in Ogle County, Illinois and legally described in Exhibit A attached hereto  
and by this reference incorporated herein and made a part hereof (“Property”); and

**WHEREAS**, following the conveyance of the Property by the Owner, the  
Transferee will be the legal owner of the Property; and

**WHEREAS**, as a condition to the conveyance of the Property by the Owner, the  
Owner and the City require that the Transferee agree to comply with all the terms,  
requirements, and obligations relating to the Property as set forth in Annexation and  
Development Agreement dated \_\_\_\_\_, 2019, and recorded in the Office of the  
Ogle County Recorder on \_\_\_\_\_, as Document No. \_\_\_\_\_ (the “Annexation  
Agreement”);

**NOW, THEREFORE**, in consideration of the agreement of the Owner to convey  
the Property to the Transferee and of the City to accept the transfer of obligations as

provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the City, the Owner, and the Transferee as follows:

**1. Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

**2. Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and managers, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Annexation Agreement, including all exhibits and attachments thereto, with respect to the Property.

**3. Assurances of Financial Ability.** In light of the representation and warranty of the Owner and Transferee regarding their controlling interests, the City shall not require evidence of financial ability as a precondition of the execution of this Agreement.

**4. Payment of City Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Annexation Agreement or by applicable City codes, ordinances, resolutions, rules, or regulations, the Transferee shall pay to the City on or before the date due therefor, all legal and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

**5. Acknowledgment and Release of Transferor.** The City hereby acknowledges its agreement to the Transferee’s assumption of the obligation to comply with the terms, requirements, and obligations of the Annexation Agreement, including all exhibits and attachments thereto, with respect to the Property. In addition, the City hereby releases the Owner from any personal liability for failure to comply with the terms, requirements, obligations, and provisions of the Annexation Agreement pertaining to the Property. Nothing in this Agreement shall alter or otherwise amend the terms, requirements, obligations, and provisions of the Annexation Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**CITY OF ROCHELLE**, an Illinois  
municipal corporation (“City”)

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**RICHARD R. QUEST** (“Owner”)

\_\_\_\_\_  
**FRANCIS J. QUEST** (“Owner”)

\_\_\_\_\_ (“Transferee”)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Legal Description**

PILOT ANNEXATION WEST LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 35 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 567.62 FEET; THENCE NORTH 00 DEGREES 32 MINUTES 14 SECONDS WEST, A DISTANCE OF 64.56 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD DESIGNATED ILLINOIS ROUTE 38; THENCE NORTH 80 DEGREES 42 MINUTES 13 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 76.12 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 33 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 926.94 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 850.02 FEET; THENCE NORTH 87 DEGREES 41 MINUTES 08 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 205.18 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 87 DEGREES 41 MINUTES 08 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 295.44 FEET TO THE EASTERLY RIGHT-OF-WAY OF A PUBLIC ROAD DESIGNATED INTERSTATE ROUTE 39 (U.S. ROUTE 51); THENCE NORTH 48 DEGREES 37 MINUTES 55 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 172.83 FEET; THENCE NORTH 4 DEGREES 16 MINUTES 33 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 151.82 FEET; THENCE NORTH 29 DEGREES 48 MINUTES 20 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 242.40 FEET; THENCE NORTH 51 DEGREES 51 MINUTES 08 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 334.86 FEET; THENCE NORTH 36 DEGREES 02 MINUTES 19 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 282.47 FEET; THENCE NORTH 11 DEGREES 10 MINUTES 23 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 282.54 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 28 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 937.28 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 32 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 353.12 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 89 DEGREES 27 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 1029.40 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 31 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 51.54 FEET; THENCE SOUTH 44 DEGREES 41 MINUTES 10 SECONDS WEST, A DISTANCE OF 44.23 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 53 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2469.39 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE TOWNSHIP OF DEMENT, THE COUNTY OF OGLE AND THE STATE OF ILLINOIS. COUNTY OF OGLE COUNTY, ILLINOIS.

TOGETHER WITH THAT PART OF ILLINOIS ROUTE 38 LYING SOUTHERLY AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

CONTAINING 2,269,504 SQUARE FEET OR 52.101 ACRES MORE OR LESS

P.I.N.: 25-17-400-006