



# Memo

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TO: Finance & Personnel Committee  
FROM: Ed Andrews, Public Works Director  
DATE: November 16, 2019  
SUBJECT: Ameren Easement Expansion

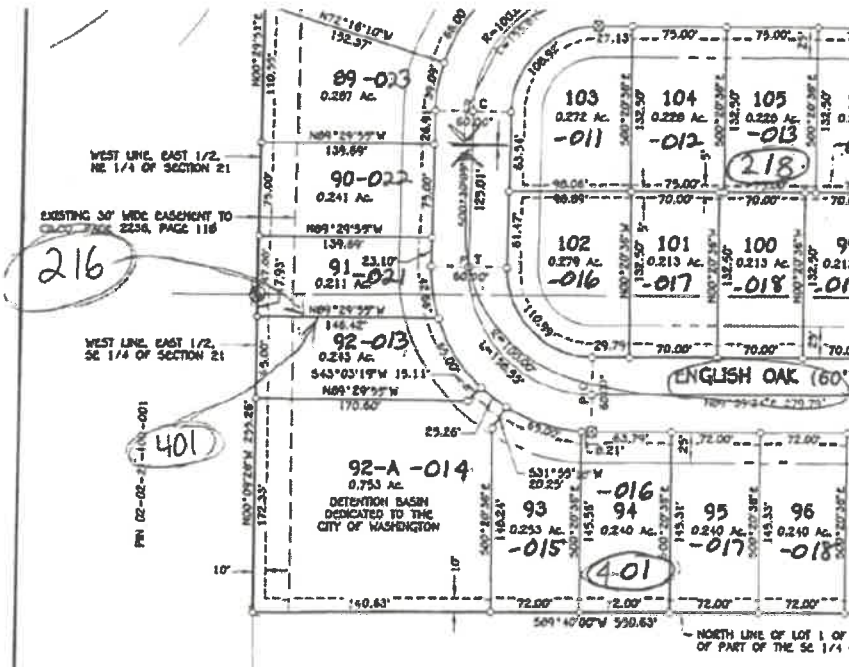
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Ameren Illinois is seeking to expand its existing easement along its 21.5 miles of the Tazewell – Eastern overhead electrical transmission line. They are proposing to increase its width from 60' to 100' to prevent trees and vegetation from compromising the line and increase the protected space around the lines. For the City of Washington's direct impacts, there are two detention basins that are titled to the City in English Oak and Stoneridge subdivisions that have existing 30' easements that are being requested to be allowed to expand to 50', an additional 20' strip.

Easement 56.0: PIN# 02-02-21-401-014 – Stoneridge Detention Basin – Ameren IL will pay \$500 for the additional 20' expanded easement area.



Easement 56.1: PIN# 02-02-21-216-008 – English Oak Detention Basin – Ameren IL will pay \$6,950 for the proposed easement area. I found the Ameren easement as 60' wide but initially found it to entirely on parcel 02-02-21-400-001 (West Lake Private ROW), but the subsequent subdivision dedication indicates the 30' easement.



Additional review by Staff and Volkert Engineering, Ameren's consultant confirmed that the basins were deeded to the City during the subdivision platting. I however believe this accounts for the additional fee consideration between this and the other basin.

This matter has been placed on the agenda on the Finance and Personnel Committee for review before additional action considerations.

cc: File

This area to be used for recording information only.

## TRANSMISSION EASEMENT

Agreement ID: \_\_\_\_\_

Project ID: \_\_\_\_\_

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Washington, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation, and unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, 1901 Chouteau Avenue, Mail Code 700, St. Louis, Missouri 63103, its successors, assigns, agents, lessees, tenants, contractors, sub-contractors and licensees, hereinafter referred to as Grantee,

### WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration to be paid to Grantor by Grantee within ninety (90) days from the date hereof or the release of this easement from any liens or encumbrances of record, whichever date is later, Grantor does hereby grant, bargain, sell, convey, and confirm unto Grantee the perpetual right and easement in, on, upon, along, over, through, across, and under the following described lands situated in Tazewell County, Illinois, more particularly described as follows, and also depicted on Exhibit "A" attached hereto and made a part hereof.

EASEMENT DIAGRAM AND LEGAL DESCRIPTION MARKED AS "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

TAX ID NUMBER: 02-02-21-401-014

Together with the perpetual right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement a line or lines of towers, poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the purpose of transmitting electric energy or other power, and for telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement or the premises of the Grantor adjoining the same on either side trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the

privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

The Grantee shall be responsible for actual damages to the herein described property, to the extent such property damage arises out of the construction, operation, maintenance or repair of Grantee's facilities, and shall reimburse the Grantor for such property damage. Grantee shall not be responsible for any indirect, consequential or punitive damages.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

This easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

IN WITNESS WHEREOF, City of Washington has caused these presents to be signed by its

\_\_\_\_\_

City of Washington

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

} ss

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
as \_\_\_\_\_ of City of Washington (Grantor).

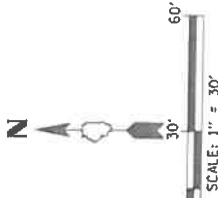
\_\_\_\_\_  
Notary Public

Prepared by: Volkert, Inc., Leah Bauman  
1101 Eastport Plaza Drive, Suite 100  
Collinsville, Illinois 62234

Return to: Volkert, Inc., Teresa McClure  
1101 Eastport Plaza Drive, Suite 100  
Collinsville, Illinois 62234

# "EXHIBIT A"

PARCEL LINE	RIGHT OF WAY LINE
SECTION LINE	QUARTER SECTION LINE
QUARTER/QUARTER SECTION LINE	TRANSMISSION LINE
EXISTING EASEMENT LINE	PROPOSED EASEMENT LINE
IRON PIPE FOUND	IRON PIPE FOUND
CONCRETE MONUMENT FOUND	POINT OF BEGINNING
RECORD DIMENSION	RECORD AND SURVEYED DIMENSION
CHORD BEARING	CHORD DISTANCE
PROPOSED EASEMENT AREA	EXISTING 30' WIDE EASEMENT AREA PER DB 2236 PG 118



**ENGLISH OAK**  
(60' WIDE)  
R=130.00 (R&S)  
L=25.26 (R&S)  
CB=553°38'43"E  
CD=25°22'

POC  
NW COR. E 1/2, SE 1/4  
SEC 21, T26N, R3W,  
3RD PM

CENTER, SEC 21,  
T26N, R3W,  
3RD PM

S88°36'17"W  
1325.78'

W LINE, E 1/2, SE 1/4,  
SEC 21, T26N, R3W,  
3RD PM

POB  
NW COR. LOT 92-A  
STONEGATE  
SECTION SIX

**LOT 92**

L1  
N41°55'17"E 15.33' 15.11'(R)  
L2  
S30°47'18"W 20.69' 20.25'(R)

170.71' 170.60'(R)

**LOT 92-A**  
**STONEGATE**  
**SECTION SIX**  
(PB TT, PG 132)  
RECORDED SEPTEMBER 4, 2001

N/F  
CITY OF WASHINGTON  
02-02-21-401-014  
DOC #200100049668  
EX EASEMENT AREA = 0.119 AC±  
PR EASEMENT AREA = 0.009 AC±  
TOTAL EASEMENT AREA = 0.128 AC±

SW COR. LOT 92-A  
STONEGATE  
SECTION SIX

S88°20'58"W

191.18' 190.63'(R)

COR. LOT 92-A  
STONEGATE  
SECTION SIX

EASEMENT LEGAL DESCRIPTION:  
PART OF LOT 92-A OF STONEGATE, SECTION SIX, A SUBDIVISION OF PART OF THE NORTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE  
THIRD PRINCIPAL MERIDIAN, AS RECORDED IN PLAT BOOK TT PAGE 132, TAZEWELL COUNTY, ILLINOIS,  
DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF THE EAST HALF OF THE  
SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL  
MERIDIAN; THENCE ALONG WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21,  
SOUTH 01 DEGREES 15 MINUTES 33 SECONDS EAST, 82.90 FEET THE NORTHWEST CORNER OF LOT 92-A  
OF SAID STONEGATE SECTION SIX, BEING THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID LOT 92-A, NORTH 89  
DEGREES 10 MINUTES 25 SECONDS EAST, 36.31 FEET; THENCE SOUTH 01 DEGREES 35 MINUTES 45  
SECONDS WEST, 126.56 FEET TO THE EAST LINE OF A 30 FOOT WIDE EASEMENT TO CENTRAL ILLINOIS  
LIGHT COMPANY, RECORDED IN DEED BOOK 2236, PAGE 118 OF THE TAZEWELL COUNTY RECORDS; THENCE  
ALONG SAID EAST EASEMENT LINE, SOUTH 01 DEGREES 15 MINUTES 33 SECONDS EAST, 45.45 FEET TO  
THE SOUTH LINE OF SAID LOT 92-A; THENCE ALONG SAID SOUTH LINE, SOUTH 88 DEGREES 20 MINUTES  
58 SECONDS WEST, 30.00 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER  
OF SECTION 21; THENCE ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF  
SECTION 21, NORTH 01 DEGREES 15 MINUTES 33 SECONDS WEST, 172.33 FEET TO THE POINT OF  
BEGINNING.

**LOT 93**

SAID PARCEL CONTAINS 0.128 ACRES OF WHICH 0.119 ACRES HAS BEEN PREVIOUSLY GRANTED FOR  
EASEMENT PURPOSES.



WE, EPK MOEN, LLC, HEREBY CERTIFY THAT THIS  
EXHIBIT IS AN ACCURATE REPRESENTATION OF A  
SURVEY MADE UNDER MY DIRECT SUPERVISION  
FOR THE EXCLUDING BENEFIT OF AMEREN  
ILLINOIS.

CHRISTOPHER FERRANTE  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
035-000364  
LICENSE EXPIRES 11/30/2018

NOTES:  
1. BEARINGS SHOWN HEREON ARE BASED ON THE  
STATE PLANE COORDINATE SYSTEM, NAD 83, UTM ZONE 18Q  
(GPS OBSERVATIONS).

2. FIELD WORK COMPLETED APRIL OF 2018.

AMEREN ILLINOIS TAZEWELL-EASTERN TAX ID 02-02-21-401-014 TAZEWELL COUNTY, ILLINOIS	EPK MOEN, LLC 13523 BARRETT PKWY DR SUITE 250 ST. LOUIS, MO 63021 314.394.3100 IL DESIGN FIRM # 184.002293-0014
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IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS  
COMPLETE INFORMATION REGARDING EASEMENTS,  
RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING  
LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES.



Owner City of Washington

County Tazewell

Parcel No. 02-02-21-401-014

We order and direct the payment from Ameren Illinois for an Easement consisting of 0.009 acres located in Tazewell County, Illinois, as right of way for Ameren, for the total sum of \_\_\_\_\_

(\$ \_\_\_\_\_) to be distributed as follows: \_\_\_\_\_ Dollars

Party and Interest	S.S.N. or E.I.N.	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____	_____
Signature	Signature

_____	_____
Print Name	Print Name

_____	_____
Signature	Signature

_____	_____
Print Name	Print Name

Date: \_\_\_\_\_

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

_____	_____
Date	Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

Easement Amount \$ \_\_\_\_\_

Damages Amount \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Detailed Damages Description \_\_\_\_\_



Owner City of Washington

County Tazewell

Parcel No. 02-02-21-401-014

Structure Num. 99 - 100

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Please check all that apply

- |   |   |
|---|---|
| <input type="checkbox"/> Animals on Property _____  | <input type="checkbox"/> Locked Gate _____      |
| <input type="checkbox"/> Endangered Species Present _____   |   |
| <input type="checkbox"/> Fence _____  | <input type="checkbox"/> Sprinkler System _____ |
| <input type="checkbox"/> Septic System within the easement area _____                               |   |
| <input type="checkbox"/> Drain Tile _____   |   |
| <input type="checkbox"/> Outbuilding NEAR or ON easement right of way. Type: _____                  |   |
| <input type="checkbox"/> Call number listed for accessing property: _____                           |   |
| <input type="checkbox"/> During hunting season please contact for safety. Hunting time frame: _____ |   |
| <input type="checkbox"/> Specific clearing request: _____   |   |

\*If no specific request is indicated, all vegetation within the easement area will be cut.

- ☐ ROW Access request (Preferred route): \_\_\_\_\_
- \_\_\_\_\_
- ☐ Other - please describe below
- \_\_\_\_\_
- \_\_\_\_\_

_____ Signature	_____ Signature
_____ Print	_____ Print

Date: \_\_\_\_\_

Special Conditions, executed by these Grantors, is acknowledged.

_____ Date	_____ Negotiator for Ameren Illinois Company
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If you have any questions or need additional information, please feel free to call Volkert, Inc. at 618.345.8918

- ☐ Trees on Property \_\_\_\_\_

Ameren Approval \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

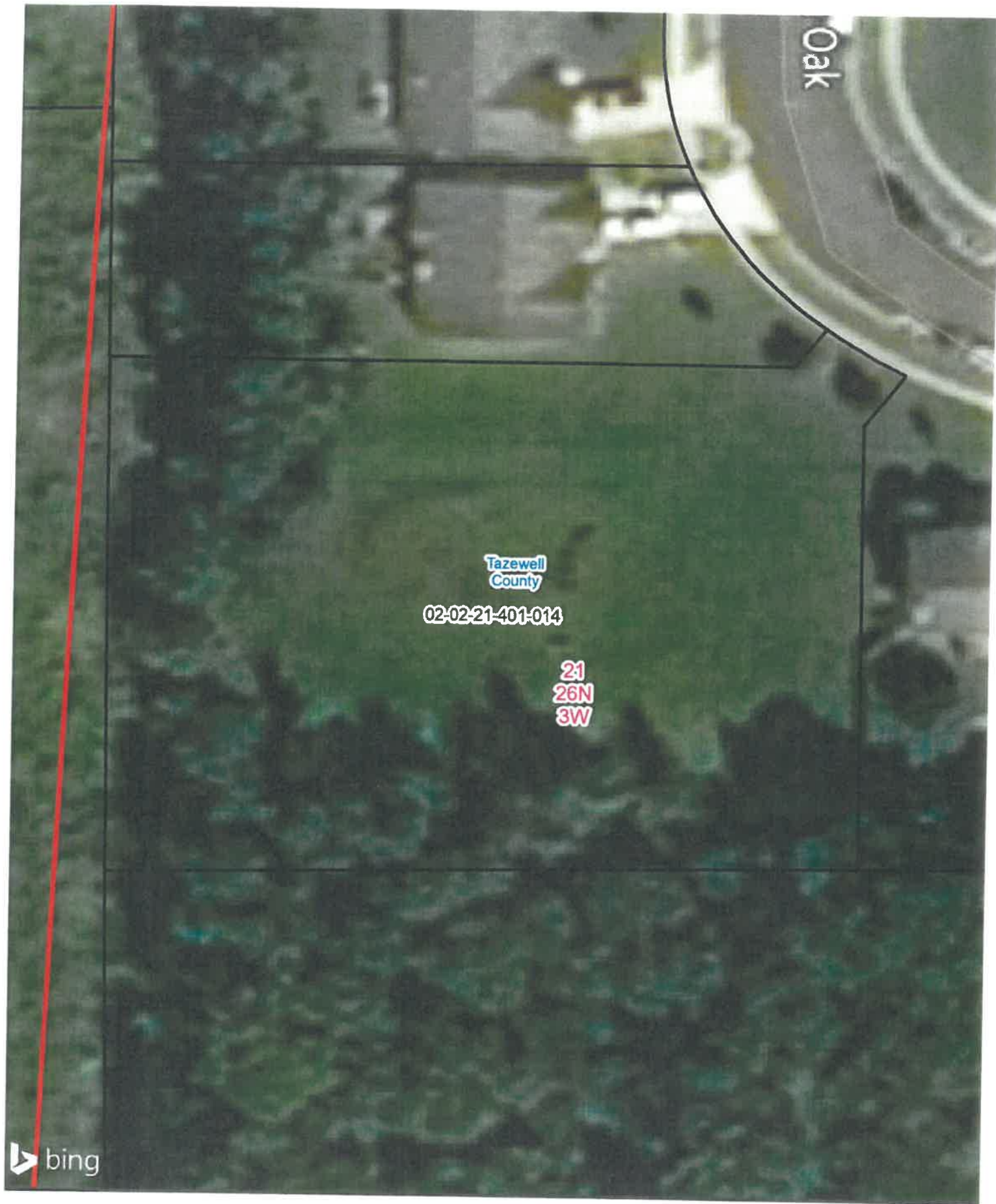
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





02-02-21-401-014

**Tazewell - Eastern**



## ELECTRIC

BOOK 2291 PAGE 159

For the consideration of ONE DOLLAR (\$1.00) and other good and valuable considerations, the undersigned does hereby Convey and Warrant unto the CENTRAL ILLINOIS LIGHT COMPANY, its successors and assigns, the easement and right to erect, operate, maintain, renew, alter, extend and remove, electric lines consisting of poles, crossarms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, including signal and communication lines and equipment, for the transmission and distribution of electric energy in, over, upon, under and across certain parcel or parcels of land in the Township of Washington, County of Tazewell, State of Illinois, described as follows, to-wit:

A part of the Northeast 1/4 and a part of the Southeast 1/4 of Section 21, all a part of Township 26 North, Range 3 West of the 3rd Principal Meridian, more particularly described as follows, to-wit:

Commencing at a stone marking the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 21, and the place of beginning of the tract to be described; thence North 00°28'02.5" East 1057.36 feet; thence North 89°39'02.5" East 30.0 feet; thence South 00°28'02.5" West 1057.47 feet to the South line of the Northeast 1/4 of Section 21; thence South 00°23'30.6" West 255.75 feet; thence South 89°38'20" West 30.0 feet; thence North 00°23'30.6" East 255.87 feet to the place of beginning.

THIS CORRECTED EASEMENT is intended to correct the legal description contained in the Eastment entered into between the parties hereto on the 27th day of June, 1978, and recorded on the 22nd day of August, 1978, in the office of the Recorder of Tazewell County, in Book 2236, Page 118.

Together with the right of ingress and egress over lands of Grantor for the purpose of constructing said lines, or repairing or renewing the same, and to trim or remove trees that interfere or threaten to interfere with the construction, operation and maintenance of said lines. It is expressly understood that no trees, buildings, or other structures will be placed on said easement without the written consent of the CENTRAL ILLINOIS LIGHT COMPANY.

Reasonable compensation shall be made to the Grantor for damages to crops, fences or other tangible property of the Grantor caused by the construction, operation, maintenance, removal and removal of CENTRAL ILLINOIS LIGHT COMPANY facilities.

Subject to the foregoing, this easement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

DATED this 8<sup>th</sup> day of March, 19 79

Prepared for Company

By: O'HERN, WOMEACHER & MOON

BOOK 2294 PAGE 160

RAYMOND P. GARY (SEAL)

Karen G. Loring (SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS  
COUNTY OF PEORIA

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that KAREN GANZ and RAYMOND P. GANZ

\_\_\_\_\_ personally known to me to be the same person s  
whose names are subscribed to the foregoing instrument, appeared before me this day in  
person, and acknowledged that they signed, sealed, and delivered said instrument as their  
free and voluntary act for the uses and purposes therein set forth, including the release and  
waiver of the right of Homestead.

GIVEN under my hand and Notarial Seal, this 9th day of March, 19 79

his 9th day of March  
William R. Scholten  
Notary Public

CENTRAL ILLINOIS TITLE COMPANY  
145 South Water Street  
Decatur, Illinois 62523

Telephone (217) 422-1719  
Fax (217) 422-2919

Agent for  
Attorneys' Title Guaranty Fund, Inc.  
Chicago Title Insurance Company  
Fidelity National Title Insurance Company

STATEMENT

Title Insurance File No. CT: 3536

Date: August 27, 2018

To: Volkert, Inc

Owner: CT: City of Washington  
1946 English Oak  
Washington, IL 61571  
Tazewell County

Initial Lien Search	\$ 200.00
Copies	<u>\$ 15.00</u>
<b>Total Due</b>	<b>\$ 215.00</b>

**CHICAGO TITLE INSURANCE COMPANY**  
**2006 ALTA COMMITMENT FOR TITLE INSURANCE**  
**Schedule A**

File No.: 3536

Effective Date: August 3, 2018  
At: 8:00 A.M.

- |    |                                     |            |
|----|-------------------------------------|------------|
| 1. | Policy/Policies to be issued:       | Amount     |
|    | Owner's Policy ALTA-2006 (6-17-06): | \$1,000.00 |

Proposed Insured: **City of Washington**

Loan Policy ALTA-2006 (6-17-06):	N/A
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Proposed Insured: N/A

2. The estate or interest in the Land described or referred to in this Commitment is a Fee Simple and Title thereto is, at the Effective Date hereof vested in:  
**City of Washington**

3. The Land referred to in this Commitment is described as follows:

Legal description: **Lot 92-A in Stonegate Section Six, a Subdivision of a part of the Northeast Quarter and Southeast Quarter of Section Twenty-one (21), Township Twenty-six (26) North, Range Three (3) West of the Third Principal Meridian, situated in Tazewell County, Illinois, as shown by a Plat recorded the 4th day of September, 2001, as Document No. 49667 in Plat Book TT, Page 132, in the Office of the Tazewell County Recorder of Deeds.**

Permanent Index Number: 02-02-21-401-014

Note: For informational purposes only, the land is commonly known as:  
**1946 English Oak, Washington, IL 61571**

ISSUED BY:  
HEAVNER, BEYERS & MIHLAR, LLC  
dba Central Illinois Title Company  
145 South Water Street  
P.O. Box 745  
Decatur, Illinois 62525  
Ph: 217-422-1719

File No.: 3536

  
\_\_\_\_\_  
COUNTERSIGNATURE OF AUTHORIZED AGENT

**2006 ALTA CHICAGO TITLE COMMITMENT**  
**Schedule B**

File No.: 3536

**EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain the following Standard Exceptions and Special Exceptions unless the same are disposed of to the satisfaction of Chicago Title Insurance Company:

**STANDARD EXCEPTIONS**

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records; and
5. Taxes or special assessments which are not shown as existing liens by the public records.

**SPECIAL EXCEPTIONS**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any loan policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ALTA Statement form or an equivalent form:
  - (a) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
  - (b) Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

ISSUED BY:  
HEAVNER, BEYERS & MIHLAR, LLC  
dba Central Illinois Title Company  
145 South Water Street  
P.O. Box 745  
Decatur, Illinois 62525  
Ph: 217-422-1719

**2006 ALTA CHICAGO TITLE COMMITMENT**  
**Schedule B - Continued**

File No.: 3536

3. Payment of the full consideration to, or for the account of, the grantors or mortgagors for the estate of the interest to be insured.
4. Recordation or registration of duly executed and delivered instruments sufficient to create the estate of interest to be insured.
5. Taxes for the year 2018 and thereafter.

**First Installment 2017 taxes in the amount of \$0.00 has been paid.**  
**Second Installment 2017 taxes in the amount of \$0.00 has been paid.**  
**Taxes for the year 2018 are not yet due or payable.**

**Permanent Index No. 02-02-21-401-014**

6. **Subject to Building Setback Lines, Easements, Covenants and/or Restrictions of Record, if any.**

END OF SCHEDULE B

ISSUED BY:  
HEAVNER, BEYERS & MIHLAR, LLC  
dba Central Illinois Title Company  
145 South Water Street  
P.O. Box 745  
Decatur, Illinois 62525  
Ph: 217-422-1719

Property Information		
Parcel Number 02-02-21-401-014	Tax Year 2017 (Payable 2018) <input type="checkbox"/>	Site Address 1945 ENGLISH OAK WASHINGTON, IL 61571
Property Class 0032 - 10-30 Res Vacant Land	Tax Code 02021	Tax Status Taxable
Net Taxable Value 0	Tax Rate 8.275600	Total Tax \$0.00
Legal Description SEC 21 T26N R3W STONEGATE SEC 6 LOT 92-A SE 1/4 TT 132-133		
Public Notes		

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	10	0	0	0	0	10
Department of Revenue	10	0	0	0	0	10
Board of Review Equalized	10	0	0	0	0	10
Board of Review	10	0	0	0	0	10
S of A Equalized	10	0	0	0	0	10
Supervisor of Assessments	10	0	0	0	0	10
Township Assessor	10	0	0	0	0	10
Prior Year Equalized	10	0	0	0	0	10

Billing									
Installment	Date Due	Tax Billed	Penalty Billed	Cost Billed	Drainage Billed	Total Billed	Amount Paid	Date Paid	Total Unpaid
1	06/04/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
2	09/04/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

No Exemptions
No Farmland Information



Forfeiture								
Type	Status	Date Forfeited	Date Paid	Tax Amt.	Penalty Amt.	Cost Amt.	Interest Amt.	Drainage Amt.
Sale in Error	VOID	9/20/2011		\$41.56	\$1.56	\$40.00	\$0.00	\$0.00
Sale in Error	VOID	9/28/2010		\$39.08	\$1.46	\$40.00	\$0.00	\$0.00
Sale in Error	VOID	10/15/2009		\$38.28	\$1.72	\$50.00	\$0.00	\$0.00
Sale in Error	VOID	10/8/2012		\$37.28	\$1.68	\$0.00	\$0.00	\$0.00
Sale in Error	VOID	10/8/2012		\$32.86	\$1.48	\$0.00	\$0.00	\$0.00
Sale in Error	VOID	10/8/2012		\$32.36	\$1.70	\$10.00	\$0.00	\$0.00

No Genealogy Information

#### Related Names

**OWNER** WASHINGTON CITY OF,  
ENGLISH OAK  
WASHINGTON, IL 615710000

Mailing Flags

**MAILTO** WASHINGTON CITY OF,  
115 W JEFFERSON  
WASHINGTON, IL 615710000

Mailing Flags

Tax Bill  
Delinquent  
Notice

Change Notice  
Exemption  
Notice

#### Payment History

Tax Year	Total Due	Total Paid	Amount Unpaid
2017	\$0.00	\$0.00	\$0.00
2016	\$0.00	\$0.00	\$0.00
2015	\$0.00	\$0.00	\$0.00

Show 14 More

#### Redemption Information

	Year	Certificate	Type	Date Sold	Sale Status	Status Date	Penalty Date
▼	2010	2008-00251	Subsequent Sale	9/20/2011	Sale in Error		
▼	2009	2008-00251	Subsequent Sale	9/28/2010	Sale in Error		
▼	2008	2008-00251	Tax Sale	10/15/2009	Sale in Error	12/7/2011	
▼	2007	2005-00183	Subsequent Sale	10/14/2008	Sale in Error		
▼	2006	2005-00183	Subsequent Sale	10/8/2007	Sale in Error		
▼	2005	2005-00183	Tax Sale	12/12/2006	Sale in Error		
▼	2004	2004-40218	Tax Sale	10/18/2005	Expired	1/28/2011	

No Sales History Information

# Taxing Bodies

District	Tax Rate	Extension
TAZEWELL COUNTY	0.514950	\$0.00
GRADE SCHOOL 51	3.088980	\$0.00
HIGH SCHOOL 308	2.720350	\$0.00
COMMUNITY COLLEGE 514	0.492310	\$0.00
WSHNGTN DIST LIBRARY	0.213070	\$0.00
WSHNGTN MASS TRANS	0.000000	\$0.00
WASHINGTON PARK	0.385490	\$0.00
WASHINGTON RD & BR	0.310930	\$0.00
WASHINGTON TOWNSHIP	0.131320	\$0.00
WASHINGTON CORP	0.440220	\$0.00
TOTAL	8.275600	\$0.00

Property Map

View Full Screen

)

## Disclaimer

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wEdge Version 5.0.8798.20202

DECLARATION OF  
RESTRICTIONS -  
TAZEWELL COUNTY

PREPARED BY AND  
RETURN TO:

CHARLES M. ROCK  
HASSELBERG, ROCK, BELL  
& KUPPLER  
4600 N. Brandywine  
Suite 200  
Peoria, IL 61614  
(309) 688-9400

200100049568  
Filed for Record in  
TAZEWELL COUNTY, IL  
ROBERT LUTZ  
09-04-2001 At 10:35 AM.  
DECL REST 21.00

DECLARATION OF RESTRICTIONS

STONEGATE

SECTION SIX

THIS DECLARATION OF RESTRICTIONS is made this 4th day of September, 2001, by Squire Development Company, an Illinois corporation, hereinafter referred to as the "Developer", for certain property which shall hereinafter be referred to as the "Subdivision" and is legally described as follows:

Lots 82 through 107 in Stonegate Section Six, plus lot 92-A, a Subdivision of a part of the Northeast Quarter and Southeast Quarter of Section Twenty-one (21), Township Twenty-Six (26) North, Range Three (3) West of the Third Principal Meridian, situated in Tazewell County, Illinois, as shown by a Plat recorded the 4th day of September, 2001, as Document No. 49667 in Plat Book TT, Pages 32 and       , in the Office of the Tazewell County Recorder of Deeds.

INDEX TO LOTS 82-107, PLUS LOT 92-A, INCLUSIVE, IN STONEGATE SECTION SIX

PIN Division of: 02-02-21-205-062

I. RESTRICTIONS:

1. APPLICATION OF RESTRICTIONS. All persons, corporations, trusts or other entities

DECLARATION OF RESTRICTIONS - STONEGATE

PAGE -2-

that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of residences and improvements therein, as hereinafter set forth.

2. **PROPERTY USE.** The Subdivision and all lots therein shall be used only for single-family residences. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal, or other business purpose.
3. **CONSTRUCTION REQUIREMENTS.** The construction of residences on lots in the Subdivision shall be governed by the following specifications:
  - a. **Setback Lines.** The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision. Such structures shall also not be erected or maintained at any given point closer to the side or rear lot lines than ten percent (10%) of the respective width or depth of the lot at such point. Larger setbacks may be required by applicable zoning regulations.
  - b. **Footage Requirements.** As to residences of one level, the first floor living area shall have a total living area, exclusive of garage and basement, of not less than 1,100 square feet. Residences of more than one level shall have a total living area of not less than 600 square feet on the main level and not less than 1,200 square feet total. No residence shall exceed two and one-half stories in height.
  - c. **Permitted Exteriors.** No wall board, aluminum siding, sheet metal, tar paper, or roofing paper shall be used for any exterior wall covering or roofs. Aluminum may be used for gutters and downspouts, soffit and fascia boards. Stone, brick, wood, vinyl and stucco style materials, shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. No excessively bright colors or light shadings shall be permitted on the exteriors of any building in the Subdivision.
  - d. **Garages.** Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, 2 standard-sized passenger vehicles, or, as a maximum, 3 standard-sized passenger vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location.
  - e. **Sewer Requirements.** All residences shall connect with a sanitary sewer system in accordance with all applicable health codes.
  - f. **Excavation.** All materials excavated from any lot in the Subdivision shall be removed from the Subdivision unless permission is otherwise granted in writing by

DECLARATION OF RESTRICTIONS - STONEGATE

PAGE -3-

the Developer.

- g. **Swimming Pools.** All swimming pools must be enclosed by fencing approved by the Developer and shall, in all respects, comply with applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view. Only in-ground pools shall be permitted.
  - h. **Driveways and Curb Cuts.** All driveways leading from the street to the garage must be of blacktop, concrete, or other materials permitted by the Developer. Curbs which are removed for the purpose of making a driveway entrance shall be replaced as far as the nearest construction or expansion joint to insure a smoothly joining entrance, with a radius of return of at least five (5) feet.
  - i. **Sidewalks.** Sidewalks must be installed by and at the expense of a lot owner upon the earlier of (i) six months after completion of construction of a residence on the lot, (ii) when required by governmental authority, or (iii) within two years of completion of construction of residences on 80% of the lots constituting the Subdivision. Details as to sidewalk size, placement, and materials are to be supplied by the Developer, with all sidewalks to be in conformity with other sidewalks in the Subdivision.
  - j. **Developer Approval.** No building, outbuilding, tower, satellite dish, or swimming pool shall be erected, placed, or altered on any lot in the Subdivision until the building plans, specifications and site plans of said improvements have been submitted to and approved by the Developer. No prior approval shall be required for satellite dishes not exceeding a 20" diameter placed in the rear of a lot and obscured from view by landscaping. The Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation. A minimum of two (2) copies of all building plans, specifications, and site plans shall be submitted before commencement of any construction on a lot. One copy of said building plans, specifications, and site plans shall be retained by the Developer. The Developer, at Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. If the Developer fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same have been received by the Developer, the plans and specifications shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or colors, must be approved in writing by the Developer prior to continuation of construction.
4. **TEMPORARY STRUCTURES.** No trailer, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Sub-

DECLARATION OF RESTRICTIONS - STONEGATE

PAGE -4-

division. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the approved plans and a certificate of occupancy (if required by a governmental agency) has been issued.

5. **REPLATTING.** No lot or lots as platted shall be divided so as to result in creating additional lots. Two (2) adjoining lots may not be used for the construction of one residence. However, the Developer, at Developer's sole discretion, may permit a portion of a lot to be added to an adjacent lot to create a larger lot, provided that the remainder of the one lot is of sufficient size to construct a residence upon it in accordance with the construction requirements detailed herein, and further provided that the location of the building setback lines shall be modified to reflect the new size of each lot.
6. **FOLIAGE REMOVAL.** No trees or other significant foliage, other than trees or foliage which are dead, hazardous, or reasonably impede construction of a residence or interfere with an easement, shall be destroyed or removed from any lot without the consent of the Developer.
7. **OFFENSIVE ACTIVITIES.** No noxious, hazardous, or offensive trade, object, or activity which may be or may become a nuisance, hazard or danger to the neighborhood, by sight, sound, odor, or otherwise, shall be performed or maintained on any lot or other part of the Subdivision.
8. **ANIMALS.** No animals other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet runs or enclosures must be approved in writing by the Developer.
9. **PROPERTY MAINTENANCE.** All lot owners shall keep their property well maintained and in a presentable condition. In the event a lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, the Developer shall attempt to notify the owner of said lot in writing of the objectionable condition of the lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the Tazewell County Supervisor of Assessments for the mailing of tax bills for said lot. If the condition of said lot is not adequately improved within ten days of the mailing of such notice, the Developer may undertake any such reasonable acts as may be necessary to improve the condition of the lot. Any charges sustained by the Developer may be charged to the lot owner, and, at the option of the Developer, may constitute and be recorded as a lien against said lot. Such liens may be enforced against the owner's property as permitted by law. Such liens must be recorded within two years of the time the debt was incurred and, unless enforced, shall expire within 2 years of recording. Attorney's fees and court costs shall be recoverable for enforcement of such lien.
10. **VEHICLE STORAGE.** No passenger cars, recreational vehicles, trailers, vans, mobile homes, boats, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis within the confines of the Subdivision unless same is



DECLARATION OF RESTRICTIONS - STONEGATE

PAGE -5-

enclosed and concealed from view within a garage on the owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways.

11. **SUPPLY STORAGE.** Except as necessarily incidental to construction of buildings and structures on lots, no new or used construction materials, supplies, unused machinery, or the like shall be kept or allowed to remain in the Subdivision unless stored inside a building and concealed from view.
12. **EASEMENTS.** Easements for public utility installation and maintenance are reserved as shown on the recorded plat. Said utilities shall be permitted access to the indicated easements for the purpose of serving individual lots, the Subdivision, and adjoining property with standard public utilities, including, without limitation, electric, gas, water, sewer, television cable and telephone service. No permanent buildings, structures, or other significant foliage shall be placed on said easements, but the easements may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the maintenance or use of the easements. In the event the Developer should elect to construct a fence along the perimeter of the Subdivision, affected lot owners shall grant an easement to the Developer for construction and maintenance of such fence, provided that any damage to the lot owner's property by such construction or maintenance shall be repaired by the Developer at the Developer's expense.
13. **COMMENCEMENT OF CONSTRUCTION.** Any individual or entity acquiring a lot from the Developer must commence construction within twenty-four (24) months after the conveyance of title, unless a written extension is granted by the Developer. If the Developer elects to grant any such extension, as a condition to any such extension Developer may demand reimbursement of any utility deposits which remain unrefunded due to failure to hookup a residence on such lot, with the right to any future refund for such lot to be assigned to the lot owner. All construction must be completed in accordance with approved plans, including all landscaping work, within nine (9) months after commencement of construction. In the event such construction is not commenced within the allotted time, the Developer shall have the absolute right, at its sole option, to repurchase the lot by repayment of the original purchase price, in cash, with no interest to have accrued thereon. In the event a dwelling is commenced but not completed within the allotted time, the Developer shall have the absolute right, at its sole option, to repurchase the lot for the original purchase price, plus 90% of the fair market value of the partially completed dwelling thereon. If an agreement cannot be reached as to the fair market value thereof, same shall be determined by arbitration by an arbitrator to be appointed by the lot owner, an arbitrator to be appointed by the Developer, and, if necessary, a third arbitrator to be appointed by the first two arbitrators, with a decision of the majority of arbitrators to be binding upon both the Developer and the lot owner. Costs of the arbitration shall be equally shared between the Developer and the lot owner.
14. **OUTDOOR LIGHTING.** All lot owners, upon completion of construction of the residence, shall install in the front area of their lot suitable, Developer-approved, lighting for night

DECLARATION OF RESTRICTIONS - STONEGATE

PAGE -6-

illumination of the frontage area of their lot unless adequate street lighting is otherwise provided.

15. **FENCING.** No enclosures or fences shall be constructed along or within the borderline of any lot without the written permission of the Developer. The Developer may unilaterally approve fences required by applicable ordinances necessary to enclose outdoor, in-ground swimming pools. No other type of fence shall be constructed on any lot without the written approval of the Developer and all lot owners within the Subdivision owning lots contiguous to the lot which is the site of the proposed fence.
16. **AMENDMENT OF RESTRICTIONS/PLATS.** Until the Developer divests himself of all interest in all lots of the Subdivision, the Developer shall retain the right to amend, modify or annul any of the Restrictions detailed herein or on the Plat of the Subdivision by a written instrument to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois. Upon the sale of all of the Developer's interest in the Subdivision, these Restrictions may be amended by the affirmative vote of two-thirds of the total lot owners in the Subdivision, with the collective owners of each lot to have one vote in regards to any such issue. However, after the Developer's sale of any lot, no amendment of these Restrictions or the Plat of the Subdivision shall significantly impede or alter the continued development of the Subdivision in accordance with the general intent of the Developer as expressed herein.
17. **ENFORCEMENT OF RESTRICTIONS.** Any lot owner in the Subdivision shall be entitled to prosecute, in any proceeding in law or equity, any owner violating or attempting to violate any of the restrictions or covenants contained herein, to either prevent said owner from committing said violation or to recover damages for such violation.
18. **INVALIDATION OF RESTRICTIONS.** Invalidation of any portion of these Restrictions by judgment or Court order shall not affect any remaining Restrictions, which shall remain in full force and effect and be construed, as closely as possible, with the original intent of the Developer.
19. **CERTIFICATE OF COMPLIANCE.** Upon receipt of a written request by the owner of any lot, plus payment of a reasonable fee if so required, the Developer will issue a Certificate of Compliance stating that the building or buildings on said lot comply with these Restrictions, if such is the fact to the best of the Developer's knowledge. Such Certificate shall be conclusive evidence of satisfactory compliance with these Restrictions, except said Certificate shall not be conclusive as to matters of survey.
20. **LIMITATION OF LIABILITY.** In no event shall any action or inaction by the Developer in regards to the Developer's powers or duties expressed herein constitute or give rise to any liability against the Developer, provided such action or inaction does not constitute fraud or gross negligence.

DECLARATION OF RESTRICTIONS - STONEGATE

PAGE -8-

areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Developer or the Association for maintenance of Subdivision signs, landscaping, or common areas.

- c. Construction Approval. Upon written grant of authority from the Developer, the Association shall be responsible for the approval of construction in the Subdivision in accordance with the restrictions and the issuance of certificates of compliance.
  - d. Assessments. The Association shall be authorized to assess fees against the lot owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.
  - e. Ownership of Property. The Association may own property in its own name.
  - f. Full Powers. Upon written grant of authority from the Developer, the Association shall have all rights otherwise reserved to the Developer.
4. ORGANIZATION AND OPERATION OF THE ASSOCIATION. Once formed, the Association may establish guidelines and by-laws for operation of and membership in the Association. The Association may elect to be organized and operate as a not-for-profit corporation or any other type of legal entity.
  5. INITIAL MEETING AND ORGANIZATION OF ASSOCIATION. Notice of the initial meeting of the Association shall be provided by the Developer by either the delivery or mailing of notice, regular mail, to each lot owner in the Subdivision, or by the posting of a notice of the meeting in at least three conspicuous locations in the Subdivision at least 14 days prior to the meeting. Any such notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within 45 days of the initial mailing or posting of the notice. If notice is given by posting, said notices shall remain posted for at least 14 days. The Developer may conduct the initial meeting until such time as the first election of trustees. If the Developer should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be scheduled by any individual lot owner in the Subdivision by following the procedures noted herein.
  6. VOTING RIGHTS. In regards to all Association matters, one vote may be cast by the collective owners of any lot in the Subdivision. In the event any lot has been divided, the respective owners of such divided lot may cast a percentage of one vote, with said percentage to relate to the portion owned of the originally platted lot. Voting in Association matters may be done in person or by written proxy for specific issues, or general proxies provided same, on their face, expire within six months of execution.
  7. ELECTION OF TRUSTEES. At the initial meeting of the Association, each lot owner shall be entitled to cast one vote for each lot owned for the election of Trustees of the

DECLARATION OF RESTRICTIONS - STONEGATE

PAGE -9-

Association. Those three individuals receiving the highest total of votes shall be elected as Trustees of the Association. The Trustees shall have the following rights and duties:

- a. **Budgets.** The Trustees shall formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and operational costs with a reasonable reserve.
  - b. **Assessments.** The Trustees shall provide for the assessment of fees to each lot owner in an amount necessary to provide the funds required pursuant to the budget.
  - c. **Employment.** The Trustees shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the common areas of the Association, and to employ and retain on behalf of the Association such legal, accounting, or other professional services as may be required by the Association.
  - d. **Preparation of By-Laws.** The Trustees shall formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.
  - e. **Payment.** The Trustees shall pay the bills of the Association and maintain accounts and books and records in accordance with standard accounting practices.
8. **PROVISIONS RELATING TO TRUSTEES.** Unless and until the Association adopts new by-laws, each Trustee shall be elected for a period of two years, provided, however, that the two Trustees receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of one year, with their successors to be elected for two year terms. The Trustees shall provide for at least an annual meeting of the Association to be held at a reasonable time and place, which meeting shall include the election of new Trustees, with notice of said meeting to be made by delivering or mailing such notice, regular mail, to all lot owners or by conspicuously posting notice of said meeting for 14 days in advance of the meeting in at least three places in the Subdivision. Trustees shall not be entitled to receipt of compensation for their acts as Trustees, nor shall any Trustee receive compensation for professional advice provided to the Association. Absent fraud or gross negligence, no Trustee shall be personally liable for any act or failure to act on behalf of the Association.
9. **ADOPTION OR AMENDMENT OF BY-LAWS.** The Association may adopt or amend the By-laws of the Association upon the affirmative vote of three-fourths of all lot owners in the Subdivision.
10. **ASSESSMENTS.** The Association shall be empowered to assess each individual lot for said lot owner's proportionate share of the budget established by the Trustees. Assessments against each lot in the Subdivision shall be in equal amounts regardless of a lot's size.
-

DECLARATION OF RESTRICTIONS - STONEGATE

PAGE -10-

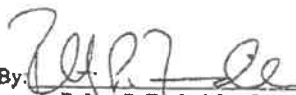
Owners of any divided lot shall pay an assessment for such divided lot equal to a standard lot assessment times the proportionate amount of the divided lot owned. Regardless of the budget established by the Trustees, the amount of the annual assessment charged to the lot owners may not exceed the sum of \$150.00 per year, adjusted for inflation, unless the amount of the annual assessment is approved by at least three-fourths of the lot owners in the Subdivision.

11. LIENS. Any amount assessed against an individual lot which remains unpaid thirty days after said assessment becomes due may, at the option of the Association, become a lien against the lot by placing notice of record with the Tazewell County Recorder of Deeds. In order to become a valid lien, said lien must be placed of record within two years of the time said amount claimed became due, with the lien to expire two years after recording of same. Payment of said lien may be enforced by foreclosure of lien, or any other method permitted by law, and the Association may recover reasonable attorney's fees and court costs incurred in recovery of amounts due.
12. MERGER OF ASSOCIATIONS. Upon written demand from the Developer the Association shall merge with the homeowners association for contiguous sections of Stonegate. Absent such written demand, upon receipt of written approval of fifty percent of the lot owners in the Subdivision, the Association shall merge with homeowners associations for contiguous subdivisions.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED THEIR SIGNATURES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

SQUIRE DEVELOPMENT COMPANY

By:   
Charles M. Rock, President

By:   
Robert P. Fredericks, Secretary

NOTICE OF FORMATION  
OF HOMEOWNERS  
ASSOCIATION  
TAZEWELL COUNTY

PREPARED BY AND  
RETURN TO:

CHARLES M. ROCK  
HASSELBERG, ROCK, BELL  
& KUPPLER  
4600 N. Brandywine  
Suite 200  
Peoria, IL 61614  
(309) 688-9400

2  
200400003543  
Filed for Record in  
TAZEWELL COUNTY, IL  
ROBERT LUTZ  
02-11-2004 At 08:29 a.m.  
NOTICE 18.00

NOTICE OF FORMATION OF  
HOMEOWNERS ASSOCIATION

Notice is given as follows:

1. On September 4, 2001, a Declaration of Restrictions for Stonegate Section Six was recorded in the Office of the Tazewell County Recorder of Deeds as Document No.49668 (the "Restrictions").
2. Pursuant to Section II, HOMEOWNERS ASSOCIATION, paragraph 5, of the Restrictions, the initial meeting of the Stonegate Homeowners Association for Section Six was held on June 12, 2003.
3. Squire Development Company, an Illinois Corporation, as the "Developer" detailed in the Restrictions, assigns all of the Developer's rights to the Stonegate Homeowners Association as to Stonegate Section Six.
4. Pursuant to Section II, paragraph 12 of the Restrictions, notice is give of the Developers election and demand for the merger of the homeowners association for Stonegate Section Six with the established homeowners association for Stonegate Sections One, Two, Three, and Five.

Dated this 15<sup>th</sup> day of January, 2004.

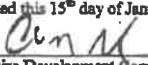
  
Squire Development Company  
By Charles M. Rock, Attorney

EXHIBIT A

Stonegate Section Six

(Index to)

<u>Lot Number</u>	<u>PIN Number</u>
Lot 82	02-02-21-216-030
Lot 83	02-02-21-216-029
Lot 84	02-02-21-216-028
Lot 85	02-02-21-216-027
Lot 86	02-02-21-216-026
Lot 87	02-02-21-216-025
Lot 88	02-02-21-216-024
Lot 89	02-02-21-216-023
Lot 90	02-02-21-216-022
Lot 91	02-02-21-216-021
Lot 92	02-02-21-401-013
Lot 92-A	02-02-21-401-014
Lot 93	02-02-21-401-015
Lot 94	02-02-21-401-016
Lot 95	02-02-21-401-017
Lot 96	02-02-21-401-018
Lot 97	02-02-21-401-019
Lot 98	02-02-21-218-020
Lot 99	02-02-21-218-019
Lot 100	02-02-21-218-018
Lot 101	02-02-21-218-017
Lot 102	02-02-21-218-016
Lot 103	02-02-21-218-015
Lot 104	02-02-21-218-014
Lot 105	02-02-21-218-013
Lot 106	02-02-21-218-014
Lot 107	02-02-21-218-015

C:\WP\DOCS\MRS\Stonegate Section 6\Exhibit-PIN Numbers.wpd

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**From:** Kris Pryde  
**To:** [Leah Bauman](#)  
**Subject:** RE:  
**Date:** Tuesday, August 28, 2018 10:33:42 AM

---

There will be no deeds for these files.

The ownership is reflected in the declarations that are attached.

Thank You!

**Kris Pryde**  
**Heavner, Beyers & Mihlar, LLC dba Central Illinois Title Company**  
145 S. Water St. | Decatur, IL 62523  
PHONE: (217) 424-4821 | FAX: (217) 422-2919 | EMAIL: [krispryde@centralilltitlecompany.com](mailto:krispryde@centralilltitlecompany.com)  
[www.centralilltitlecompany.com](http://www.centralilltitlecompany.com)

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**From:** Leah Bauman [<mailto:leah.bauman@volkert.com>]  
**Sent:** Tuesday, August 28, 2018 9:45 AM  
**To:** Kris Pryde  
**Subject:** RE:

Hi Kris,

I noticed the following files did not have last deeds attached, could you send these over?

3536  
3538  
3539  
3540

3541  
3542

Thanks,  
Leah

**From:** Kris Pryde <KrisPryde@centralilltitlecompany.com>  
**Sent:** Monday, August 27, 2018 4:20 PM  
**To:** Leah Bauman <leah.bauman@volkert.com>  
**Subject:**

Attached are copies of Commitments.

Thank You!

**Kris Pryde**  
**Heavner, Beyers & Mihlar, LLC dba Central Illinois Title Company**  
145 S. Water St. | Decatur, IL 62523  
PHONE: (217) 424-4821 | FAX: (217) 422-2919 | EMAIL:  
[krispryde@centralilltitlecompany.com](mailto:krispryde@centralilltitlecompany.com)

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