

# CITY OF WASHINGTON

## PLANNING & DEVELOPMENT DEPARTMENT

301 Walnut St. · Washington, IL 61571

Ph. 309-444-1135 · Fax 309-444-9779

<http://www.washington-illinois.org>

[joliphant@ci.washington.il.us](mailto:joliphant@ci.washington.il.us)

### MEMORANDUM

TO: Chairman Burdette and Planning and Zoning Commission  
FROM: Jon R. Oliphant, AICP, Planning & Development Director  
SUBJECT: Cedar Lakes Subdivision Section Two Preliminary Plat/Private Streets and Street Length Waiver Requests  
DATE: May 31, 2023

Attached is a preliminary plat for Cedar Lakes Subdivision Section Two. It is located outside of the city limits but within the 1.5-mile extraterritorial planning jurisdiction and therefore, falls within the City's subdivision code regulations. It is near the East Peoria city limits but is to the east of the line that is part of the East Peoria-Washington Boundary Line Agreement for future annexation purposes. Tazewell County oversees the zoning of the property, which is R-1.

Joe LaHood owns a parcel totaling 59.62 acres at the terminus of Paris Lane, which is a rural section residential street immediately south of US 24 near its intersection with McClugage Road. Through his son, Sam, Mr. LaHood proposes to subdivide 19.643 acres of the property to allow for 11 residential lots ranging in size from 1-1.87 acres. The lots would be served by a septic system and a shared well, as is the case with the original section of Cedar Lakes. Each of the lots meet both the City's subdivision code and the County's zoning code regulations with the exception of a request to allow for two private roads and for the length of the one of the roads to exceed the City's maximum allowable of 600' for a dead-end street.

Mr. LaHood proposes for each of the lots to be serviced by private drives, whose ownership and maintenance would be divided equally amongst the individual lot owners as is the case with Woodhall Road in the original section of Cedar Lakes. The additional length of Paris Lane would be about 1,500'. The subdivision code grants the Planning and Zoning Commission the ability to "waive the requirement where, due to unique circumstances or topographical limitations, access to a public street must be provided by either by a private drive or an ingress/egress easement." A longer cul-de-sac is also allowable "where unusual topography or other unique circumstances may allow greater length."

Mr. LaHood has indicated that the lots would be reserved for family or close friends to live near each other, which is the basis for asking for the private streets. Since the roads serve solely to provide access to the proposed lots, allowing private roads and eliminating the need for maintenance by Washington Township Road and Bridge is understandable. Furthermore, the Washington Township Road Commissioner is supportive of that request. Restrictive covenants will be recorded that outline the ownership and maintenance. The City, County, and Washington Township Road staffs have had language included on the plat and within a Roadway Easement and Maintenance Agreement to clarify that Washington Township Road and Bridge or the City, if annexed, would have ownership and maintenance responsibility. There is no reasonable connection to other nearby streets and as a result, there is also no objection to the extended length of the cul-de-sac. The roads would be 24' in width, which is the standard for rural section residential streets while the end of the cul-de-sac would be sized to meet the City's specifications to ensure that public safety vehicles can safely maneuver. Paris Lane would continue to be a publicly maintained road through its current terminus before it would revert to becoming a private road.

As a result, **staff would recommend approval of the preliminary plat for Cedar Lakes Subdivision Section Two** as well as the allowance for the private streets and the longer cul-de-sac. The Planning and Zoning Commission will hear this request at its meeting on June 7. Approval of the preliminary plat would be scheduled for a future City Council meeting. The Tazewell County Land Use Committee will also consider the preliminary plat with the allowance of a private street and a longer dead-end street at its meeting on June 13.

Attachments

# CITY OF WASHINGTON, ILLINOIS

## PRELIMINARY PLAT REVIEW CHECKLIST

**NAME OF SUBDIVISION** Cedar Lakes Subdivision Section Two  
**OWNER OF SUBDIVISION** Joseph LaHood  
**ADDRESS OF OWNER** 3303 N. Main St., Unit B  
**CITY** East Peoria **State** IL **Zip** 61611  
**NAME OF PERSON COMPLETING THIS CHECKLIST** Jon Oliphant  
**ADDRESS OF PERSON COMPLETING THIS CHECKLIST** City Hall  
**CITY** **State** **Zip**  
**TELEPHONE NUMBER** 444-1135  
**DATE OF SUBMITTAL OF THIS PRELIMINARY PLAT TO THE CITY** 4/13/23

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**WHAT IS THE ZONING CLASSIFICATION OF THIS SUBDIVISION?** County R-1

**DO THE PROPOSED USES AND LOT SIZES PROPOSED IN THIS SUBDIVISION COMPLY WITH THE CITY'S ZONING CODE OR THE COUNTY'S ZONING CODE, AS APPLICABLE?** Yes  
**IF NOT, WHAT ACTIONS ARE BEING MADE TOWARDS COMPLIANCE?**

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Complete the following checklist. Generally, items on the checklist will be checked under the "YES" or "N/A" (not applicable) column. Those items checked "YES" will be shown on the plat or on supporting documentation (construction plans, restrictive covenants, etc.), included with this submittal. For those items that are checked under the "NO" column, explain why this plat should be approved without those items, in the Letter of Request for Preliminary Plat Review.

<u>NO.</u>	<u>REQUIREMENT</u>	<u>YES</u>	<u>NO</u>	<u>N/A</u>
1.	Application for Subdivision with Owner and Developer Identified.	x		
2.	15 copies of Preliminary Plat.	x		
3.	Submitted No Later Than the 15 <sup>th</sup> Day of the Month Prior to Planning and Zoning Commission Meeting.	x		
4.	Legal Description and Area of Subdivision.	x		
5.	Zoning on and Adjacent the Site, Including Identification of Non-residential Land Uses.	x		
6.	Names of Owners and Property Tax Identification Numbers of Adjacent Unplatted Land	x		
7.	Names of Adjacent Platted Subdivisions.	x		
8.	Topography on and Adjacent the Site with 2' Contours Based Upon State Plane Coordinates.	x		
9.	100-Year Flood Plain, Flood Hazard Areas, Water Courses and Wooded Areas.	x		

<u>NO.</u>	<u>REQUIREMENT</u>	<u>YES</u>	<u>NO</u>	<u>N/A</u>
10.	Lot lines and Sizes, Block and Lot numbers and Minimum Building Setback Lines.	X		
11.	Easements on and Adjacent the Site, with Purpose, Location and Dimensions.	X		
12.	Streets and Roads on and Adjacent to the Site, Including Location, Name, and Right-of-Way Width.	X		
13.	Utilities on and Adjacent to the Site, Including Location and Size of Water, Storm and Sanitary Sewers, and Location of Gas, Electric, Telephone and Street Lights.	X		
14.	Existing and Proposed Locations of Storm Water Controls.	X		
15.	Registered Land Surveyor's Certificate.	X		
16.	Plat Officer's Certificate.	X		
17.	City Clerk's Certificate.			X
18.	Scale not Smaller than 100' Per Inch.	X		
19.	Title, North Arrow, and Date.	X		
20.	Restrictive Covenants, if any.			X
21.	Certificate of Registration on File with City Clerk.			X

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**FOR CITY OF WASHINGTON USE ONLY**

**Reviewer:** Jon Oliphant

**Date of Plat Submittal:** 4/13/23 – later revised      **Date of Review:** 5/30/23

**Date to Go Before Planning and Zoning Commission:** 6/7/23

**Comments to Planning and Zoning Commission:** See the attached memo

**Recommendation of Planning and Zoning Commission:** Approve

PRELIMINARY PLAT OF CEDAR LAKES SUBDIVISION SECTION TWO

A PART OF THE NORTHWEST QUARTER AND A PART OF THE NORTHEAST QUARTER OF SECTION SEVENTEEN (17) AND A PART OF LOT 1 IN CEDAR LAKES SUBDIVISION, ALL BEING IN TOWNSHIP TWENTY-SIX (26) NORTH, RANGE THREE (3) WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS

GENERAL NOTES:

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83, WEST ZONE 1202. CONTOURS SHOWN HEREON ARE BASED NAVD 1988 AND TAZEWELL COUNTY UGAR. AREA OF SUBDIVISION = 19.843 ACRES. ANY NEW CONSTRUCTION OF THE LAND SHOWN HEREON WILL BE REQUIRED TO ADHERE TO THE COUNTY EROSION CONTROL RESTRICTIONS THAT ARE IN EFFECT AT THE TIME OF SAID CONSTRUCTION. SURVEYOR: JUSTIN B. MALEC, AUSTIN ENGINEERING CO., INC., 311 SW WATER ST., STE. 215, PEORIA, ILLINOIS, 61602, 309-691-0224. DEVELOPER: JOSEPH D. LAHOOD, 3303 N. MAIN ST. UNIT B, EAST PEORIA, ILLINOIS 61611, 309-208-6144. UTILITIES: NOT ALL UTILITIES ARE AVAILABLE FOR THIS SUBDIVISION. ZONING: THIS PROPERTY IS CURRENTLY ZONED R-1. THIS SUBDIVISION IS NOT LOCATED IN A FLOOD HAZARD ZONE. SCHOOL DISTRICTS: WASHINGTON COMMUNITY GRADE SCHOOL DISTRICT 51 AND WASHINGTON COMMUNITY HIGH SCHOOL DISTRICT 308. BUILDING SETBACK: FRONT = 25', SIDE = 10' AND REAR = 20'. UTILITY EASEMENTS: UTILITY EASEMENTS WILL BE PROVIDED ON THE FINAL PLAT TO PROPERLY SERVE THE SUBDIVISION WITH ALL AVAILABLE UTILITIES. ALL VIRGIN SOIL LOCATED WITHIN THE DESIGNATED PRIMARY AND REPLACEMENT SEPTIC SYSTEM LOCATIONS DISPLAYED ON THIS PLAT SHALL BE PROTECTED AND PRESERVED FOR PRIVATE SEWAGE DISPOSAL PURPOSES. UNLESS ANY MODIFICATIONS, IMPROVEMENTS OR RELOCATIONS ARE EXPLICITLY APPROVED BY THE TAZEWELL COUNTY HEALTH DEPARTMENT AND MUST RECEIVE PRIOR AUTHORIZATION FROM THE TAZEWELL COUNTY HEALTH DEPARTMENT.

POLITICAL AND SERVICE DISTRICTS:

FIRE PROTECTION: CENTRAL TAZEWELL F.P.D. GRADE SCHOOL: DISTRICT 51 HIGH SCHOOL: DISTRICT 308 LIBRARY DISTRICT: WASHINGTON LIBRARY DISTRICT PARK DISTRICT: WASHINGTON PARK DISTRICT POST OFFICE: WASHINGTON POST OFFICE SANITARY SEWER: N/A WATER DISTRICT: N/A

THIS SUBDIVISION IS PART OF PIN 02-02-17-102-001 & PIN 02-02-17-200-024

LEGAL DESCRIPTION OF A TRACT TO BE RECORDED AS "CEDAR LAKES SUBDIVISION, SECTION TWO"

A PART OF THE NORTHWEST QUARTER AND A PART OF THE NORTHEAST QUARTER OF SECTION SEVENTEEN (17) AND A PART OF LOT 1 IN CEDAR LAKES SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK "PPP", PAGE 81 IN THE TAZEWELL COUNTY RECORDERS OFFICE, ALL BEING IN TOWNSHIP TWENTY-SIX (26) NORTH, RANGE THREE (3) WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE NORTH 00°43'20"W, BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83, WEST ZONE 1202, ALONG THE EAST RIGHT OF WAY LINE, PARIS LANE AS RECORDED IN BOOK 2803, PAGE 61 AND BOOK 3502, PAGE 163 IN THE TAZEWELL COUNTY RECORDERS OFFICE, 67.04 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF BUSINESS ROUTE 24; THENCE NORTH 87°12'17"E, 162.84 FEET; THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, IN A SOUTH-EASTERLY DIRECTION, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 3,520.98 FEET FOR AN ARC DISTANCE OF 1,388.94 FEET, SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING OF SOUTH 65°54'27"E EAST AND A LENGTH OF 1,388.79 FEET; THENCE SOUTH 33°01'40"W, 364.74 FEET; THENCE NORTH 69°05'07"W, 399.80 FEET; THENCE SOUTH 48°48'11"W, 684.80 FEET TO THE MOST EASTERLY CORNER OF LOT 4 IN SAID CEDAR LAKES SUBDIVISION; THE FOLLOWING 3 COURSES ARE ALONG THE EASTERLY LINE OF CEDAR LAKES SUBDIVISION, THENCE NORTH 21°15'23"W, 482.75 FEET TO THE NORTHEAST CORNER OF LOT 2 IN SAID CEDAR LAKES SUBDIVISION; THENCE SOUTH 86°23'30"W, 192.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°43'20"W, 526.49 FEET; THENCE NORTH 68°28'22"W, 48.00 FEET; THENCE NORTH 51°10'20"W, 59.00 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 86°25'28"E, 90.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 19.843 ACRES, MORE OR LESS.

CITY OF WASHINGTON PLAT OFFICER'S CERTIFICATE

STATE OF ILLINOIS, ss COUNTY OF TAZEWELL, ss I, JON OLIPHANT, PLAT OFFICER OF THE CITY OF WASHINGTON, DO HEREBY APPROVE THIS PRELIMINARY PLAT OF "CEDAR LAKES SUBDIVISION, SECTION TWO" AND ACKNOWLEDGE THAT IT MEETS THE REQUIREMENTS OF THE CITY'S SUBDIVISION CODE AND COMPREHENSIVE PLAN, THIS DAY OF 2023. HOWEVER, AS WITH ALL OTHER SECTIONS OF THIS SUBDIVISION, MY SIGNATURE SHALL NOT BE CONSIDERED AS THE CITY OF WASHINGTON'S ACCEPTANCE OF THE ROADS (NOTED AS "LANES") ON THIS PLAT IN THE EVENT OF THE SUBDIVISION'S FUTURE ANNEXATION INTO THE CITY OF WASHINGTON'S CORPORATE TERRITORIAL LIMITS. ALL OF THE ROADS/LANES IN THIS SUBDIVISION ARE PRIVATE AND SHALL NOT BE MAINTAINED BY (OR IN ANY WAY ARE THE RESPONSIBILITY OF) THE CITY OF WASHINGTON UPON ANNEXATION. THE OWNERS ARE RESPONSIBLE FOR ALL REPAIRS AND MAINTENANCE (INCLUDING SNOW REMOVAL) OF SAID ROADS/LANES. FURTHER, THE ACCEPTANCE OF THE PLAT SHALL ONLY BE BINDING UPON THE RECORDING OF A DECLARATION OF ROADWAY EASEMENT & MAINTENANCE AGREEMENT FOR "CEDAR LAKES SUBDIVISION, SECTION TWO" THAT IS ACCEPTABLE TO THE CITY OF WASHINGTON.

TAZEWELL COUNTY PLAT OFFICER'S CERTIFICATE

STATE OF ILLINOIS, ss COUNTY OF TAZEWELL, ss I, TAZEWELL COUNTY PLAT OFFICER, DO HEREBY CERTIFY THAT THIS PRELIMINARY SUBDIVISION PLAT OF "CEDAR LAKES SUBDIVISION, SECTION TWO" MEETS ALL REQUIREMENTS OF THE TAZEWELL COUNTY LAND SUBDIVISION REGULATIONS AND IS HEREBY APPROVED, THIS DAY OF 2023.

TAZEWELL COUNTY HEALTH DEPARTMENT CERTIFICATE

STATE OF ILLINOIS, ss COUNTY OF TAZEWELL, ss NO PUBLIC SEWER SYSTEM EXISTS TO SERVE THE LOTS IN THE ABOVE "CEDAR LAKES SUBDIVISION, SECTION TWO". THIS PLAT IS APPROVED WITH RESPECT TO ONSITE SEWAGE DISPOSAL AND THE ACREAGE INVOLVED HAS BEEN REVIEWED IN ACCORDANCE WITH ESTABLISHED SOIL SUIABILITY EVALUATION PROCEDURES. GIVEN UNDER MY HAND AND SEAL THIS DAY OF 2023.

WASHINGTON TOWNSHIP HIGHWAY COMMISSIONER'S CERTIFICATE

STATE OF ILLINOIS, ss COUNTY OF TAZEWELL, ss I, TOWNSHIP ROAD COMMISSIONER FOR WASHINGTON TOWNSHIP, DO HEREBY CERTIFY THAT THE ABOVE "CEDAR LAKES SUBDIVISION, SECTION TWO" MEETS THE SAFETY AND ACCESS CONTROL STANDARDS OF WASHINGTON TOWNSHIP. GIVEN UNDER MY HAND AND SEAL THIS DAY OF 2023. HOWEVER, AS WITH ALL OTHER SECTIONS OF THIS SUBDIVISION, MY SIGNATURE SHALL NOT BE CONSIDERED AS THE ROAD DISTRICT'S ACCEPTANCE OF THE ROADS (NOTED AS "LANES") ON THIS PLAT. ALL OF THE ROADS/LANES IN THIS SUBDIVISION ARE PRIVATE AND SHALL NOT BE MAINTAINED BY (OR IN ANY WAY THE RESPONSIBILITY OF) THE WASHINGTON TOWNSHIP ROAD DISTRICT. THE OWNERS ARE RESPONSIBLE FOR ALL REPAIRS AND MAINTENANCE (INCLUDING SNOW REMOVAL) OF SAID ROADS/LANES.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS, ss COUNTY OF PEORIA, ss WE, THE AUSTIN ENGINEERING CO., INC., CIVIL ENGINEERS AND LAND SURVEYORS, DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND SUBDIVIDED INTO TO LOTS TO BE KNOWN AS "CEDAR LAKES SUBDIVISION, SECTION TWO", A SUBDIVISION OF A PART OF THE NORTHWEST AND NORTHEAST QUARTER OF SECTION SEVENTEEN (17) AND A PART OF LOT 1 IN CEDAR LAKES SUBDIVISION, A SUBDIVISION OF A PART OF LOT 1 IN HOLLANDS GROVE SUBDIVISION AND A PART OF THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), ALL BEING IN TOWNSHIP TWENTY-SIX (26) NORTH, RANGE THREE (3) WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. WE FURTHER CERTIFY THAT THE ABOVE TRACT OF LAND IS LOCATED WITHIN AN INCORPORATED CITY WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS NOW OR HEREAFTER AMENDED. DATED AT PEORIA, ILLINOIS THIS 4TH DAY OF APRIL, 2023. AUSTIN ENGINEERING CO., INC.

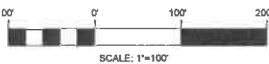
BY: JUSTIN B. MALEC ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3871 AUSTIN ENGINEERING COMPANY, INC. (009) 691-0224 311 S.W. WATER STREET, PEORIA, IL 61602 jmalec@austinengineeringcompany.com



LICENSE EXPIRES NOVEMBER 30, 2024

LEGEND

- SUBDIVISION BOUNDARY
- BUILDING SETBACK LINE (BSL)
- UTILITY EASEMENT LINE (UE)
- CENTERLINE OF ROAD
- EASEMENT LINE
- RIGHT OF WAY LINE
- MEASURED OR COMPUTED DIMENSION
- P.O.B. (SSC)
- POINT OF BEGINNING
- STORM SEWER EASEMENT
- SURFACE DRAINAGE EASEMENT
- CONTOUR LINE
- PROPOSED BUILDING ENVELOPE
- PROPOSED SEPTIC SYSTEM
- REPLACEMENT SEPTIC SYSTEM
- BITUMINOUS/OIL & CHIP SURFACE
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER



AUSTIN ENGINEERING CO., INC. Consulting Engineers & Surveyors 311 SW Water St., Suite 215 Peoria, Illinois 61602 License No. 784-001143



PRELIMINARY PLAT OF CEDAR LAKES SUBDIVISION SECTION TWO

A PART (1) THE NORTHWEST QUARTER AND A PART OF THE NORTHEAST QUARTER OF SECTION SEVENTEEN (17) AND A PART OF LOT 1 IN CEDAR LAKES SUBDIVISION, ALL BEING IN TOWNSHIP TWENTY-SIX (26) NORTH, RANGE THREE (3) WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. JOSEPH D. LAHOOD, JR.

PRELIMINARY SUBDIVISION PLAT

PROJECT NO.	70-21-038
DATE	05/11/2023
SURVEYED	JAC/JL
CHECKED	JAB
APPROVED	JBM
SHEET	



## **AUSTIN ENGINEERING CO., INC.**

Consulting Engineers / Landscape Architects / Surveyors

Peoria, Illinois - Davenport, Iowa

[austinengineeringcompany.com](http://austinengineeringcompany.com)

Dear Members of the Land Use Committee and Board Members,

I am writing to request a private road variance for our proposed subdivision, Cedar Lakes Subdivision section 2, located in Washington, IL. Our situation is unique and different from any other property in the area for the following reasons:

### **Uniqueness and Differences:**

Our proposed subdivision will be composed entirely of close family and friends who share a strong bond, creating a sense of connection and camaraderie among residents. A private subdivision will encourage a greater level of investment in the community, both in terms of maintaining the homes and the common areas, as well as a greater investment in shared amenities and features.

### **Basic Character of the Neighborhood:**

Our proposed subdivision will have a unique and desirable character, and we believe that a private road would make a significant contribution to achieving this vision. A private road would provide greater privacy and exclusivity for our residents, promoting a sense of pride and ownership within the community. It would also enable greater control over the common features and maintenance of common areas, resulting in a more aesthetically pleasing living environment. However, we face a hardship in that our development is adjacent to a busy highway, and we require a berm for noise reduction. With a private road, the responsibility for maintaining the road and any associated features such as the berm would fall on the property owners within the subdivision rather than Tazewell County and the City of Washington. This would save both Tazewell and Washington resources in the long run.

Moreover, a private road would enhance community cohesion by fostering a sense of mutual support and pride of ownership among residents. Overall, we are excited about the potential benefits that a private road can bring to our community.

We understand that a private road variance may not be the typical development scenario for Tazewell County and the City, but we believe that the unique character of our proposed subdivision and the need for a berm justify the variance. We are committed to working closely with Tazewell County and the City of Washington to ensure that our development meets all prevailing standards and requirements.

Thank you for considering our request for a private road variance. We look forward to working with you to make our proposed development a success.

Sincerely,

Samuel LaHood, PE

311 SW Water St., Suite 215, Peoria, IL 61602  
220 Emerson Pl., Suite 101-c, Davenport, IA 52801  
P 1 (844) 691-AECI  
Incorporated August 18, 1947

THIS DOCUMENT PREPARED BY:



JOSEPH P. GILFILLAN  
CUSACK & GILFILLAN, LLC  
7535 N. KNOXVILLE AVE., STE C  
PEORIA, IL 61614  
(309) 670-0880

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**DECLARATION OF ROADWAY EASEMENT & MAINTENANCE AGREEMENT**  
**Cedar Lakes Subdivision Section Two**

**THIS DECLARATION OF ROADWAY EASEMENT & MAINTENANCE AGREEMENT** (hereinafter the "Declaration") is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **JOSEPH D. LAHOOD and SUSAN M. LAHOOD** (hereinafter collectively the "Developer").

***RECITALS***

**WHEREAS**, Developer is the legal owner of the real estate commonly known as **CEDAR LAKES SUBDIVISION SECTION TWO**, as shown on the Final Subdivision Plat of Cedar Lakes Subdivision Section Two recorded \_\_\_\_\_, 2023 as Document No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, located in Washington, Illinois, as shown on Exhibit "A" attached hereto.

**WHEREAS**, Cedar Lakes Subdivision Section Two currently consists of eleven (11) Lots and roadways/lanes, commonly known and referred to as a portion of Paris Lane and all of Private Lane, which provide ingress and egress access to said Lots. The eleven (11) Lots, Paris Lane and Private Lane are legally described on Exhibit "B" attached hereto. For informational purposes, only the portion of Paris Lane contained in Cedar Lakes Subdivision Section Two is private.

**WHEREAS**, Developer desires to provide each Lot owner in Cedar Lakes Subdivision Section Two with reasonable access to their respective Lots and executes this Declaration to set forth the terms and conditions imposed on all current and future Lot owners in Cedar Lakes Subdivision Section Two with respect to the use and maintenance of Paris Lane and Private Lane (the "roadways/lanes").

**NOW, THEREFORE,** Developer, as the fee owner of all Lots in Cedar Lakes Subdivision Section Two, declares as follows:

1. **GRANT OF EASEMENT.** Developer hereby grants to the owners of each Lot in Cedar Lakes Subdivision Section Two, and their agents, guests, licensees, and invitees, a perpetual, non-exclusive easement for ingress and egress on, over, and across the Subdivision roadways/lanes commonly known as Paris Lane and the Private Lane, as depicted and described on Exhibits "A" and "B" attached hereto, and for maintenance, repair, and replacement, if necessary, of Paris Lane and the Private Lane.

In addition, Developer hereby grants to the owners of each Lot in Cedar Lakes Subdivision Section Two an easement to enter in a reasonable manner upon such portions of each Lot outside of said roadways/lanes commonly known as Paris Lane and the Private Lane as shall be reasonable and necessary to exercise their rights and perform their obligations in accordance with the terms of this Declaration.

2. **OBSTRUCTION.** All Lot owners in Cedar Lakes Subdivision Section Two shall not obstruct, impede, or interfere in the reasonable use of the roadways/lanes commonly known as Paris Lane and Private Lane.

3. **REPAIR AND MAINTENANCE.** All Lot owners in Cedar Lakes Subdivision Section Two shall share equally all costs and expenses for maintenance (including snow removal), repair, replacement and improvement of the roadways/lanes commonly known as Paris Lane and the Private Lane. The Lot owners shall perform such maintenance, repair, and replacement as expeditiously as possible so as to minimize interference with the use of the roadways/lanes and use of each lot. The lot owners shall reasonably cooperate in the maintenance, repair, replacement and improvement of any part of the roadways/lanes.

Any damage to the roadways/lanes that is caused by only one party to this Declaration, or by any third party who uses or has used the roadways/lanes pursuant to authority of a party hereto, shall be the sole and exclusive responsibility of the party causing the damage, or granting such authority to the third party to use the roadways/lanes, with that party paying all costs of maintenance, repair, replacement and/or improvement relating to such damage.

4. **SELECTION OF CONTRACTORS OR PERSONNEL REGARDING MAINTENANCE.** All maintenance, repair, replacement, improvement and/or other work performed on the roadways/lanes and the contiguous area of the easement, in accordance with the provisions herein contained, shall be done at such times, and in such manner, and by a reputable contractor(s) as mutually agreed upon and chosen by the lot owners.

However, in the absence of agreement, the following procedure will govern the determination of whether such work is to be done, and, when required, the selection of a contractor(s) to perform the same. Any lot owner/party hereto desirous of having necessary repairs or maintenance done to the roadways/lanes and the contiguous area of the easement shall, at such party's own expense, seek and obtain the written opinion and bid of at least **two** reputable and qualified (licensed where applicable law requires) contractors or engineers as to the extent of any

repair or maintenance (if any) then needed and the costs thereof, and shall promptly furnish a copy of any such opinion and bid to the other lot owners. The other lot owners shall then either authorize the proposed work or within forty-five (45) days solicit at least three (3) opinions and bids from reputable contractors (independent of any party). If at least two (2) of the solicited reputable contractors give written opinions that repairs and/or maintenance are necessary, upon the receipt of bids from any solicitation required in accordance with the foregoing, unless the parties agree on the selection of one of the bidding contractors, the parties shall select, and the work shall thereafter promptly be completed by, the contractor submitting the lowest bid. If the other party fails to obtain bids or opinions, the first party may proceed with the repair or maintenance pursuant to the original opinion or bid. **(May be deleted and addressed in a Declaration of Restrictions and HOA)**

5. **FAILURE TO MAKE PAYMENT.** To the extent a party hereto fails to timely make any payment due under this Declaration, the other parties may make (but is not required to make) such payment, in which case the paying parties shall be entitled to recover from the non-paying party the amount of such payment, together with interest thereon at the rate of ten (10%) percent per annum from the date of payment until fully repaid by the non-paying party. To secure the obligation of the non-paying party to make such payment, the paying parties shall be entitled (and is hereby given and granted) a lien upon the respective property of the non-paying party, which lien may (in the event of non-payment) be foreclosed as a mortgage lien under the Illinois Mortgage Foreclosure Law as the same may be amended from time to time. The paying party shall be entitled to recover from the non-paying party any and all reasonable attorney fees, costs and expenses incurred by the paying party to obtain payment by the non-paying party. **(May be deleted and addressed in a Declaration of Restrictions and HOA)**

6. **NO PUBLIC DEDICATION.** Notwithstanding any provisions of this Declaration, nothing herein shall create any right in and for the benefit of the general public by dedication or otherwise. For the avoidance of doubt, the private portion of Paris Lane and the Private Lane in its entirety set forth in this Cedar Lakes Subdivision, Section Two, which are depicted on Exhibit "A" and legally described on Exhibit "B" hereto, are private and shall not be maintained by (or in any way the responsibility of) the Washington Township or the City of Washington upon the City of Washington's annexation of the Cedar Lakes Subdivision, Section Two, into its corporate territorial limits. The Lot owners, whether current or future, are solely responsible for all repairs and maintenance (including snow removal) of the private portion of Paris Lane and the Private Lane in its entirety. The Lot owners, whether current or future, shall not seek the assistance of the Washington Township or the City of Washington (upon the Cedar Lakes Subdivision, Section Two's annexation) for repairs/maintenance of the private portion of Paris Lane or any part of the Private Lane.

7. **RESERVATION BY GRANTOR.** Developer hereby reserves all rights not granted to the Lot owners in this Declaration.

8. **INDEMNITY.** The Lot owners agree to defend, hold harmless, and indemnify one another from and against any and all claims, costs, defenses, expenses, judgments and liability resulting from the acts or work performed by the Lot owners or their agents, guests, or invitees, pursuant to this Declaration.



9. **BINDING ON SUCCESSORS.** This Declaration shall be binding upon the Lot owners in Cedar Lakes Subdivision Section Two and their respective heirs, representatives, successors and assigns, and it is specifically agreed that the rights and obligations created herein shall run with the land.

10. **ATTORNEY FEES.** Should litigation arise over the terms and conditions contained within this Declaration, the prevailing party shall be entitled to recover reasonable attorney fees, court costs and related litigation expenses from the breaching party.

11. **CONSTRUCTION.** This Declaration shall not be construed against any party on account of the source of the drafting.

**IN WITNESS WHEREOF,** Developer hereby executes this Declaration of Roadway Easement & Maintenance Agreement as of the dates written below.

\_\_\_\_\_  
**JOSEPH D. LAHOOD,**  
**Owner and Developer**

\_\_\_\_\_  
**SUSAN M. LAHOOD,**  
**Owner and Developer**

STATE OF ILLINOIS                    )  
  )     SS.  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, **DO HEREBY CERTIFY THAT JOSEPH D. LAHOOD and SUSAN M. LAHOOD**, personally known to me to be the same persons 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.

Given under my hand and Notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

***EXHIBIT "A" – PLAT OF SUBDIVISION***

**EXHIBIT B – LEGAL DESCRIPTIONS**

Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, **Paris Lane and Private Lane** in CEDAR LAKES SUBDIVISION SECTION TWO, a part of the Northwest Quarter and a part of the Northeast Quarter of Section 17 and a part of Lot 1 in Cedar Lakes Subdivision, all being in Township 26 North, Range 3 West of the Third Principal Meridian, Tazewell County.

Lot 8 ----- PIN:  
Lot 9 ----- PIN:  
Lot 10 ----- PIN:  
Lot 11 ----- PIN:  
Lot 12 ----- PIN:  
Lot 13 ----- PIN:  
Lot 14 ----- PIN:  
Lot 15 ----- PIN:  
Lot 16 ----- PIN:  
Lot 17 ----- PIN:  
Lot 18 ----- PIN:  
Paris Lane ----- PIN:  
Private Lane ----- PIN: