

#94-44

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

TO: THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM

The undersigned parties, each being 21 or more years of age and under no disability, hereby petition the Village of Chatham to annex within its corporate limits the described real estate in the County of Sangamon, disclosed on Exhibit "A" attached and incorporated herein by reference, and for the purpose of authorizing the Village of Chatham to enact an appropriate ordinance of annexation in the manner provided by 65 ILCS 5/7-1-8, and knowing that the certifications herein made will be relied upon by the Village of Chatham, the undersigned persons certify to the Village of Chatham the following:

1. That the above-described territory is now contiguous to the Village of Chatham.

2. That the above-described territory is not within the corporate limits of any municipality.

3. That no electors reside upon or occupy any lands within the above-described territory.

4. That legal title to property is held by R.L.P. Development Company, Inc. and Bank One, Springfield, Illinois as Trustee under Trust Agreement dated March 18, 1992, known as Trust #53-1594-9. The beneficial interest in the land trust is owned by the persons designated in Exhibit "C" attached hereto. The power of direction of said trust is vested in W.G. Luedke. There are no other persons, firms or corporations who have any right, title or fee interest of record in and to any land in Exhibit "A" herein requested to be annexed.

5. That petitioners request that the Village of Chatham send notice of the proposed annexation to the appropriate parties and units of local government entitled to notice of this petition.

6. That a copy of a plat of the real estate which shows the territory described in Exhibit "A" to be annexed is attached hereto as Exhibit "B" and is incorporated herein by reference.

7. That the request contained in this Petition for Annexation is conditioned upon the terms and conditions of a certain Annexation Agreement, including but not limited to zoning of the property to be annexed in accord with the designations set forth in Exhibit "E" attached hereto, between the undersigned and the Village of Chatham dated the _____ day of _____,

1994, and the approval by the Village of Chatham of the terms, conditions and provisions of said Annexation Agreement.

WHEREFORE, the undersigned parties respectfully request as follows:

1. That the previously described property be annexed to the Village of Chatham by ordinance of the President and Board of Trustees of the Village of Chatham pursuant to Section 7-1-3 of the Illinois Municipal Code of the State of Illinois, as amended, 65 ILCS 5/7-1-8, subject to the terms of the Annexation Agreement referred to above.

2. For such other and further relief as the Village may deem appropriate.

IN WITNESS WHEREOF, the undersigned R.L.P. Development Company, Inc. and Bank One, Springfield, Illinois as Trustee under Trust Agreement dated March 18, 1992, known as Trust #53-1594-9, have caused their corporate names and seals to be hereunto affixed, and this instrument to be executed by its President and its seal attested by its Secretary, for and in its behalf, pursuant to authority duly granted by its Board of Directors, this 22 day of JULY, 1994.

R.L.P. DEVELOPMENT COMPANY, INC.

(Corporate Seal)

By: 
President

ATTEST:

By: 
Secretary

BANK ONE, SPRINGFIELD
Trustee under Trust Agreement
dated March 18, 1992,
known as Trust #53-1594-9
This instrument is executed by Bank
One, not personally but solely as
Trustee, as aforesaid. All the
covenants and conditions to be
performed hereunder by Bank One are
undertaken by it solely as Trustee,
as aforesaid and not individually,
and no personal liability shall be
asserted or be enforceable against
Bank One by reason of any of the

covenants, statements, representations or warranties contained in the instrument.

(Corporate Seal)

By: Robert C. Peithman
Its: Trust Officer

ATTEST:

By: David Plummer
Its: Trust Officer: Vice President

ACKNOWLEDGEMENT FOR OWNERS OF RECORD

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

Robert C. Peithman and David R. Millin,
of Bank One, Springfield, Illinois as Trustee under Trust Agreement dated March 18, 1992, known as Trust #53-1594-9, formally known to me to be the Trust Officer and Vice President, respectively, of said banking corporation, and who are also known to me to be the same persons whose names are subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that as such Trust Officer and Vice President, they signed, sealed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and deed of said corporation as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22 day of July, 1994.

Stacy Pucetti
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, Jacquelyn L. Heineman, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ROBERT PLUMMER and _____, the

President and Secretary of R.L.P. DEVELOPMENT COMPANY, INC., personally known to me to be said officers, respectively, whose names are subscribed to the foregoing Petition for Annexation, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal this 5th day of August, 1994.

Jacquelyn L. Heineman
Notary Public



Exhibit "A"

LEGAL DESCRIPTION OF ANNEXED PROPERTY

LEGAL DESCRIPTION

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Beginning at the Northwest corner of the East half of the Southeast quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 38 seconds East along the quarter section line a distance of 1328.28 feet to the West quarter corner of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 38 minutes 39 seconds West a distance of 2641.69 feet to a point on the section line, thence South 89 degrees 58 minutes 38 seconds East along the section line a distance of 229.20 feet to the South quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet, thence South 00 degrees 37 minutes 43 seconds East a distance of 2642.69 feet to a point on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1065.63 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 856.23 feet, thence North 89 degrees 39 minutes 15 seconds West a distance of 313.96 feet, thence South 00 degrees 25 minutes 28 seconds East a distance of 418.42 feet, thence South 89 degrees 42 minutes 08 seconds East a distance of 314.51 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 1375.70 feet to a point on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 2061.00 feet to the South quarter corner of the aforementioned Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 2656.94 feet to the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 1666.67 feet, thence North 89 degrees 55 minutes 38 seconds West a distance of 1326.25 feet to a point on the quarter, quarter section line, thence North 00 degrees 16 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 389.041 acres, more or less, all in the County of Sangamon, State of Illinois.

LAND TO BE ANNEXED

Exhibit "B"

ANNEXATION MAP

Exhibit "C"

Luedke Farm Trust 53-1594-9

List of Beneficial Owners

Prepared June 17, 1994

| Ownership | Name & Address | Social Security Number |
|-----------|--|------------------------|
| .3125 | W. G. Luedke 901 W. Walnut Chatham, IL 62629 | 360-30-9773 |
| .0156 | Sharon Lee Luedke Bradley 9340 N. 100th Place Scottsdale, AZ 85258 | 359-34-6675 |
| .0156 | Ann Charlotte Dugan 3236 W. Birkshire Drive Peoria, IL 61614 | 359-32-5114 |
| .3125 | Gertrude M. Steffen 7301 E. Rancho Vista Dr. #3 Scottsdale, AZ 85251 | 561-28-6677 |
| .3125 | Esther L. Ratz P.O. Box 1178 Hilltop Lakes, Texas 77871 | 355-01-5681 |
| .00785 | Michell L. Dugan 3614 1/2 Napoleon Ave. New Orleans, LA 70125 | 350-44-2617 |
| .0156 | Gremlyn A. Bradley 9340 N. 100th Place Scottsdale, AZ 85258 | 355-60-9761 |
| .00785 | Mark D. Dugan 2624 W. Meadowlark Lane Dunlap, IL 61525 | 310-48-6806 |

LONG, MORRIS, MYERS, RABIN, SHUFF & TAYLOR, P.C.

ATTORNEYS AT LAW

W. SCOTT HANKEN
JOHN H. LONG
STANLEY L. MORRIS*
JOHN M. MYERS
MARK RABIN
ROBERT V. SHUFF
G. MICHAEL TAYLOR

* ALSO LICENSED IN MISSOURI

1300 SOUTH EIGHTH STREET
P.O. BOX 1858
SPRINGFIELD, ILLINOIS 62705-1858

TELEPHONE:
217-544-5000

FACSIMILE:
217-544-5017

August 3, 1994

Sangamon County Recorder of Deeds
Sangamon County Complex
200 South Ninth Street
Springfield, IL 62701

Sangamon County Clerk
Sangamon County Complex
200 South Ninth Street
Springfield, IL 62701

Re: *Annexation Action*

Dear Sir or Madam:

I am the Village attorney for the Village of Chatham, Illinois. Enclosed for filing with you pursuant to Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1 is a certified copy of Ordinance No. 94-48 annexing land owned by R.L.P. Development Company, Inc. into the Village of Chatham. Madam Recorder, please record the document and return the recorded document to me. Mr. Clerk, please return a file-stamped copy of the Ordinance to me.

Sincerely yours,

John M. Myers

JMM:dnc
Enclosures

COPY

For Your
Files
Shuff

COPY

ANNEXATION AGREEMENT

THIS AGREEMENT, made and executed by and between R.L.P. Development Company, Inc. ("Developer") and Bank One Springfield, Illinois as Trustee under Trust Agreement dated March 18, 1992, known as Trust #53-1594-9 ("Trustee") (Trustee and Developer are hereinafter together referred to as "Owner") and the Village of Chatham, an Illinois municipal corporation ("Chatham" or the "Village"), all of Sangamon County, Illinois, effective this 20 day of July, 1994.

RECITALS

WHEREAS, Trustee is the record owner of, and Developer has options to purchase and intends to develop, the real estate legally described in Exhibit A (the "Real Estate"):

WHEREAS, the name and address of each Owner of part of the beneficial interest in Land Trust No. 53-1594-9 is disclosed in Exhibit C to the Petition for Annexation attached hereto as Exhibit F.

WHEREAS, that part of the Real Estate described in Exhibit B attached hereto has previously been annexed to the corporate limits of Chatham;

WHEREAS, the Owner now proposes to annex all of the remainder of the Real Estate into the corporate limits of the Village of Chatham, having the legal description set forth in Exhibit C hereto, and to obtain a coordinated and complementary zoning classification for all of the Real Estate pursuant to the Chatham zoning ordinance and the subdivision sketch map attached hereto and marked Exhibit D, with the Real Estate to be placed in the various zoning classifications as shown on the proposed zoning plat, a copy

of which is attached hereto and made a part hereof and marked as Exhibit E;

WHEREAS, the Owner and Chatham desire to amend certain provisions of Chatham's zoning and subdivision ordinances due to the nature of the development to assure the consistent, orderly development of the Real Estate and adjacent property.

WHEREAS, pursuant to Section 11-15-1, et seq. of the Illinois Municipal Code, the Village may contract with owners of unincorporated territory regarding the terms and conditions of annexation thereof, including matters relating to zoning subdivision controls, building and related restrictions, and any other matter not inconsistent with the Municipal Code, nor forbidden by law;

WHEREAS, pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970 relating to intergovernmental cooperation, units of local government may contract with individuals, associations and corporations in any manner not prohibited by law, and participating municipalities may use their credit, revenues and other resources to pay costs relating to intergovernmental activities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants expressed herein, the parties agree as follows:

1. Owner has petitioned or shall petition to annex the as yet unincorporated portion of the Real Estate described in Exhibit C, conditional upon this Agreement; a copy of the annexation petition, which includes an annexation plat, is attached hereto and marked as Exhibit F.

2. If the petition for annexation complies with the ordinances of Chatham and the Illinois Municipal Code, then the annexation petition as filed shall be recommended and approved by the appropriate administrative and legislative bodies of Chatham; and an annexation ordinance in the form attached hereto as Exhibit "G" shall be enacted by the president and board of trustees of Chatham within thirty (30) days of execution of this Agreement.

3. Such annexation shall be expressly conditioned and contingent upon the simultaneous classification of the Real Estate into the zoning classifications in the arrangement and configuration as depicted on Exhibit E, with a side/corner lot variance to 20 feet with respect to certain lots as noted on Exhibit H. Exhibit D (the sketch map) includes certain open space and detention areas (designated as lots 109A, 110A, 122, 913 and 264. Owner intends and agrees to convey said open space and detention areas to the Fox Creek Estates Subdivision Homeowners' Association to be maintained by the Association as green space for the benefit and enjoyment of its members and for use as a water detention area. A copy of the restrictive covenants proposed to be recorded to establish, define and govern the Fox Creek Estates Subdivision Homeowners' Association, including the manner in which the open space is to be conveyed to the homeowners association, is attached hereto and marked as Exhibit "I".

ZONING

4. All necessary administrative hearings and notices required for rezoning the Real Estate have been or shall be conducted or given prior to execution of this Agreement. Upon the enactment of an ordinance annexing the Real Estate, then without

additional action required of Owner or of Chatham, the Real Estate shall automatically be classified in the zoning districts (as shown on Exhibit E) without any further hearing before any administrative or legislative body whatsoever.

The sketch map plat approved by Chatham (Exhibit D) included tentative lot numbers. The designation of various areas of the Real Estate into the several zoning districts set forth in this Agreement are intended to be binding upon the Owner, the Village of Chatham, and the Real Estate, subject to the following:

A. The lots in the areas of the Real Estate shown on the sketch map are subject to be renumbered and reconfigured as each final plat is prepared for and to be sent for approval to Chatham subject to the requirements of the Chatham Subdivision Ordinance.

B. Owner shall not be prohibited, by virtue of the existence of a zoning classification enacted pursuant to this Agreement, from later seeking rezoning of any property subject to this Agreement, provided Owner shall comply with all applicable ordinances and statutes.

Lot 113 shall be classified in the B-2 zone, with a variance to allow building material sales with indoor and outdoor storage.

Lots 113 and 115 shall have vegetative screening along their rear lot lines sufficient in height and density to hide the rear of any buildings placed thereon, and maintained in good condition.

Lots 109A and 110A shall have vegetative screening along their south lot lines and Lot 110A shall have vegetative screening along its east lot line, sufficient in height and density to hide the structures and detention works erected thereon. A security fence

at least five feet in height shall be erected around the perimeter of the water detention works erected on lots 109A and 110A.

APPROVAL OF FINAL PLATS

5. As set forth in paragraph 4 above, the sketch map plat for the Real Estate has been approved by Chatham. Said sketch map designated the specific lots contemplated to be included in each of 15 final plats. Accordingly, Owner may submit up to 15 final plats of portions of the Real Estate from time to time. Each successive plat shall be approved in accordance with the procedure set forth in the Chatham Subdivision Ordinance, provided each such final plat complies with State law and the ordinances of the Village of Chatham. Owner shall have 12 months from the date of execution of this Agreement to file its initial final plat with the Village, and the additional final plats may be filed at times deemed appropriate by Owner. No more than four (4) final plats shall be outstanding at any given time without all public improvements having been approved and accepted by the Village.

The initial plat will contain 108 lots with access to Walnut Street via Ptarmigan and Savannah Drive. Plat 2 shall provide access to Route 4 as permitted by the State of Illinois at the locations shown in the sketch map or other locations satisfactory to the Village and State of Illinois unless the Village or State shall agree otherwise in their sole discretion.

GENERAL

6. The 1994 Subdivision Ordinance and the 1982 Zoning Ordinance shall govern all subdivision plats proposed or adopted pursuant to this Agreement and all zoning issues with respect to the Real Estate, respectively until January 1, 2000. Thereafter

the then-current subdivision and zoning ordinances shall govern. No substantive amendments to either a subdivision ordinance or zoning ordinance shall apply to the Real Estate until January 1, 2000; however, amendments which are merely procedural shall apply to said Real Estate. Provided, however, that should the Village adopt an ordinance regulating signs, such Ordinance shall apply within the Real Estate

7. Chatham hereby waives all provisions of its ordinances expressly or impliedly inconsistent with this Agreement or the sketch map. Owner may continue any actual use of any portion of the Real Estate lawfully in effect as of the date of this Agreement pending the filing of a final plat with respect to such portion of the real estate, after which only the uses permitted in such portion's new zoning classification shall be lawful.

STREET IMPROVEMENTS, TRAFFIC CONTROLS
AND EXTRA TERRITORIAL IMPROVEMENTS

8. Developer shall construct access roads to Route 4 at the points shown in the sketch map. Access connections include left and right turn lanes to Fox Creek Estates to be constructed in connection with plat 2. Traffic signals shall be installed at the entrance of Fox Creek Estates to Route 4 when required or warranted by the Illinois Department of Transportation standards and will be installed and paid for by Developer, but Developer will be reimbursed for such costs in accord with the provisions of paragraph 10 below.

9. Developer shall construct an 18-inch sanitary trunk sewer to service the real estate described in Exhibit A attached hereto

and as shown more specifically on Exhibit J attached hereto, with partial reimbursement as set forth in paragraph 10.

10. VILLAGE PARTICIPATION IN OFF-SITE IMPROVEMENTS.

a. Village recognizes that certain off-site improvements unique to and necessary for the Property to provide a public benefit for the Village as a whole in the area of traffic safety and increased sewage capacity. The development will attract commercial development to the Village in accordance with the Village's long-range plans. The Village anticipates increased sales and property tax revenues disproportionate to the cost of providing Village services to such commercial development, which will benefit the Village as a whole. In view of these public benefits, the Village is willing to partially reimburse the construction of certain off-site improvements benefitting the public generally, as set forth in this paragraph.

b. The Village shall reimburse Developer for the following off-site improvements according to the formula set forth in this paragraph, up to and including the following amounts:

| | | |
|----|--|-------------------|
| 1. | Left and right turn lanes and signals at the two intersections of Illinois Route 4 and subdivision roads | \$550,000 |
| 2. | The incremental cost of providing an 18-inch sanitary sewer trunk line instead of a 12-inch line which would have served the development only, | \$ <u>70,000</u> |
| | TOTAL | \$ <u>620,000</u> |

The dollar sums in the foregoing table are maximum amounts for which the Village will be responsible, and are based on current order of magnitude estimates of Developer's engineer. If the actual costs, as determined by actual contract or itemized unit

prices, are less than the foregoing sums, then the Village shall be responsible only for such lesser amount. If the final costs are in excess of the foregoing amounts, then such excess shall be Developer's sole responsibility.

c. The Village's obligation to reimburse a share of the off-site improvements shall be a function of sales tax revenue from lot 113 (B-2 Zoning with a variance to permit indoor or outdoor building material sales), as designated by Owner within one year of execution of this Agreement. In any year the Village shall be responsible for reimbursing a sum which is equal to 90% of the Village's share in excess of \$100,000, of Retailer's Occupational Tax ("ROT") receipts due and deposited from any lumber yard located on such designated lot.

d. The Village's obligation to reimburse Developer for the off-site improvements shall commence only after construction of the off-site improvements and acceptance thereof by the Village, the Sanitary District, if applicable, or the Illinois Department of Transportation. In April of each calendar year, Owner shall provide Village with a bona fide estimate of the reimbursements for the new fiscal year beginning on May 1 so that the Village may budget and appropriate reimbursement payments for the upcoming year. No later than August 1 of each year, the Owner shall provide an audit prepared by a certified public accountant of the ROT receipts for the designated lot for the previous fiscal year of the Village. Payment shall be made to the Developer upon completion and acceptance of the audit, and after the "ROT" monies are deposited by the Illinois Department of Revenue.

e. Payments by the Village of reimbursements shall be made quarterly, upon receipt of monies from the Illinois Department of Revenue. In no event shall the Village pay or be obligated to pay any interest on its obligations hereunder.

f. The Village's obligations to make reimbursement payments shall continue until the total amount of reimbursement equals the cost of the off-site improvements, calculated in accordance with subparagraph (b) or until the expiration of this agreement, whichever comes first. On expiration of this agreement, the Village shall have no further obligation to pay any reimbursement amounts even if there are amounts as yet unreimbursed at the expiration of the agreement.

g. The Village does not warrant that it has the authority to enter into the covenants contained in paragraph 10. If it should be determined by a court of competent jurisdiction that the Village lacks or lacked authority to enter into these covenants, then the parties shall make a good faith effort to find alternative solutions to reimburse Owner for off-site improvements set forth in subparagraph (b).

h. Developer shall attempt to negotiate an agreement with the Springfield Metropolitan Sanitary District under which Developer shall be rebated a portion of the incremental cost of the sanitary sewer as set forth in subparagraph (b) hereof. Developer hereby assigns all such rebates to the Village, up to such incremental cost.

REMEDIES

11. 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 agreement herein contained, may be awarded actual, but not consequential, damages for failure of performance, or both, or in the alternative, may obtain rescission and, if permitted by law, disconnection for material failure of performance.

13. In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) days after receipt of written notice of said breach to correct the breach prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said thirty (30) day period shall be tolled if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

14. The failure of the parties to insist upon the strict and prompt performance of the terms, covenants, agreement, 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.

15. If the performance of any covenant 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, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

15A. In the event that the validity or enforceability of any of the terms, conditions, or covenants contained in this agreement

are challenged in any court of law, the Village and the Owner both agree to make a good faith effort to contest and defend such lawsuit and to pay their respective costs and attorneys' fees in connection with said defense, provided, however, that if the Village and the Owner agree that there is no conflict of interest and their interest can be defended by one party, they may agree in writing to allow such party to conduct and control the defense and to each pay one-half of the costs and attorneys' fees thereof. In the event of a court decision which invalidates all or part of the terms, conditions and covenants of this agreement, the parties shall make a good faith effort to find alternative solutions to reimburse the Owner for off-site improvements as recited in paragraph 10-g (above).

SPECIAL ASSESSMENTS AND TAXATION

16. Without the prior written consent of Owner, Chatham shall not, with respect to any of the Real Estate for the initial five (5) years of this Agreement and thereafter with respect to any portion of the Real Estate until it has been part of an approved final plat for three (3) years:

A. Levy against any real or personal property within the Real Estate, any special assessment of special tax for the cost of any improvements in or for the benefit of the Real Estate; or

B. Undertake any local improvements in, on or for the benefit of the Real Estate pursuant to the imposition of a special assessment or special tax against the Real Estate, or any portion thereof; or

C. Levy or impose additional taxes on the Real Estate, in the manner provided by law for the provision of special services to the Real Estate or to an area in which the Real Estate is located or for the payment of debt incurred in order to provide such special services.

17. Nothing herein shall prevent Chatham from levying or imposing additional taxes upon the Real Estate in the manner provided by law, which are applicable to and apply equally to all other properties within the Village.

TERM

18. This Agreement shall be binding upon the parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof.

MISCELLANEOUS

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 Chatham approving the amendment as provided by law, and by the execution of the amendment by the parties or their successors in interest.

20. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any persons, entity or property is held invalid, such invalidity shall not affect the portions of this Agreement and, to that end, all provisions, covenants, agreement and portions of this agreement are declared to be severable. If for any reason, the annexation or zoning of the Real Estate is ruled invalid in whole or in part, the corporate authorities, 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 the Owner and Developer.

21. Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between Chatham and Owner. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the parties.

22. Survival. - The provisions contained herein shall survive the annexation of the Real Estate and shall not be merged or expunged by the annexation of the Real Estate to Chatham.

23. Successors and Assigns. This Agreement shall be to the benefit of, and be binding upon, successors of the Owner and their respective successors, grantees, lessees and assigns, and upon successor corporate authorities of Chatham and successor municipalities, and shall constitute a covenant running with the land.

24. Notices. Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered to the parties at the following addresses, or at such other addresses as the parties may, by notice, designate:

If to Chatham:

Current Village Administrator
Current President, Board of Trustees
Current Village Attorney

If to Owner:

R.L.P. Development, Inc.
c/o Robert Plummer
514 East Vandalia
Edwardsville, Illinois 62025

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

25. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

26. Municipal Approval. Wherever any approval or consent of Chatham or of any of its departments, officials or employees is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

27. Recording. Owner and developer shall, at his expense, record this document with the Sangamon County Recorder of Deeds within thirty (30) days of its execution.

28. Developer purchasing a portion of the property described in Exhibit A under a contract for deed from Trustee. In the event that purchase of the property by Developer from Trustee is not completed or closed at any time prior to the approval of the initial plat by the Village of Chatham, this Agreement shall be voidable by Developer, Trustee or the Village of Chatham by the party giving written notice to the other parties of intent to void this Agreement. In any event if the initial plat of subdivision is not submitted to the Village of Chatham within three years from the date of this Agreement, this Agreement shall become null and void. In the event of termination of this Agreement, the property shall

return to and retain the zoning at status it had prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written and by so executing, each of the parties warrants that it possesses full right and authority to enter into this Agreement.

VILLAGE OF CHATHAM, an Illinois municipal corporation,

By:

Spide L. Kester
Village President

ATTEST:

By:

Penny Moomay
Village Clerk

R.L.P. DEVELOPMENT COMPANY, INC.

By:

[Signature]
President

ATTEST:

By:

[Signature]
Secretary

BANK ONE, SPRINGFIELD
Trustee under Trust Agreement
dated March 18, 1992,
known as Trust #53-1594-9

By:

Robert C. Peithman

This instrument is executed by Bank One, not personally, but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Bank One are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against Bank One by reason of any of the covenants, statements, representations or warranties contained in this instrument.

ATTEST:

By:

[Signature]

Prepared by:
James D. Kelly
PRESNEY, KELLY & PRESNEY
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

return to and retain the zoning at status it had prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written and by so executing, each of the parties warrants that it possesses full right and authority to enter into this Agreement.

VILLAGE OF CHATHAM, an Illinois municipal corporation,

By: _____
Village President

ATTEST:

By: _____
Village Clerk

R.L.P. DEVELOPMENT COMPANY, INC.

By: _____
President

ATTEST:

By: _____
Secretary

BANK ONE, SPRINGFIELD
Trustee under Trust Agreement
dated March 18, 1992,
known as Trust #53-1594-9

By: Robert C. Peithman

This instrument is executed by Bank One, not personally, but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Bank One are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against Bank One by reason of any of the covenants, statements, representations or warranties contained in this instrument.

ATTEST:

By: Louise A. West

Prepared by:
James D. Kelly
PRESNEY, KELLY & PRESNEY
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

LIST OF EXHIBITS

- Exhibit A Legal Description - entire real estate
- Exhibit B Legal Description (annexed property)
- Exhibit C Legal Description of land to be annexed
- Exhibit D Sketch Map
- Exhibit E Zoning Map
- Exhibit F Annexation Petition
- Exhibit G Annexation Ordinance
- Exhibit H List of lots with side lot variance
- Exhibit I Declaration of Covenants, Easements and Restrictions
- Exhibit J Sanitary Trunk Sewer Location Map

LEGAL DESCRIPTION

FOX CREEK ESTATES SUBDIVISION
TOTAL BOUNDARY

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian; described more particularly as follows:

Beginning at a stone marking the Northwest corner of the East Half of the Southeast Quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 38 seconds East along the quarter section line a distance of 1328.28 feet to the Northwest corner of the Southwest quarter of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 38 minutes 39 seconds West a distance of 2641.69 feet to a point on the section line, thence South 89 degrees 58 minutes 38 seconds East along the section line a distance of 229.20 feet to a stone marking the South Quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet to a stone, thence South 00 degrees 37 minutes 43 seconds East a distance of 2642.69 feet to a stone on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1415.82 feet, thence South 00 degrees 27 minutes 37 seconds East a distance of 112.56 feet to an iron pin, thence South 89 degrees 52 minutes 49 seconds East a distance of 56.88 feet to an iron pin, thence South 00 degrees 11 minutes 47 seconds East a distance of 43.89 feet to a Right-of-Way Marker, marking the Westerly Right-of-Way Line of Illinois Route 4, thence South 13 degrees 55 minutes 30 seconds East along the said right-of-way line a distance of 410.80 feet to a Right-of-Way Marker, thence South 00 degrees 55 minutes 56 seconds East along said right-of-way line a distance of 99.29 feet to an iron pin, thence South 11 degrees 23 minutes 02 seconds East along said right-of-way line a distance of 102.06 feet to an iron pin, thence South 00 degrees 46 minutes 40 seconds East along said right-of-way line a distance of 104.68 feet to an iron pin, thence 89 degrees 39 minutes 18 seconds West a distance of 834.80 feet to iron pin, thence South 00 degrees 25 minutes 28 seconds East a distance of 418.42 feet to an iron pin, thence South 89 degrees 42 minutes 08 seconds East a distance of 417.05 feet to an iron pin, thence South 00 degrees 27 minutes 41 seconds East a distance of 208.76 feet to an iron pin, thence South 89 degrees 39 minutes 39 seconds East a distance of 417.47 feet to an iron pin on the aforementioned right-of-way line, thence South 00 degrees 33 minutes 30 seconds East along the aforementioned right-of-way line a distance of 168.42 feet to a Right-of-Way Marker on the aforementioned right-of-way line, thence South 02 degrees 19 minutes 32 seconds West along the aforementioned right-of-way line a distance of 199.93 feet to a Right-of-Way Marker on the aforementioned right-of-way line, thence South 00 degrees 07 minutes 46 seconds East along aforementioned right of way line a distance of 103.30 feet to a Right-of-Way Marker on said right-of-way line, thence South 00 degrees 28 minutes 07 seconds East along said right-of-way line a distance of 168.91 feet to an iron pin on said right-of-way line, thence South 04 degrees 27 minutes 42 seconds West along said right-of-way line a distance of 278.80 feet to a Right-of-Way Marker on the right-of-way line, thence South 00 degrees 20 minutes 48 seconds East along said right-of-way line a distance of 104.64 feet, thence North 89 degrees 16 minutes 16 seconds West a distance of 64.95 feet to an iron pin, thence South 00 degrees 21 minutes 49 seconds West a distance of 141.95 feet to an iron pin on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 2484.90 feet to an iron pin marking the Southwest corner of the Southeast Quarter of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 57 minutes 40 seconds West along said section line a distance of 2656.94 feet to a stone marking the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 1666.67 feet, thence North 89 degrees 55 minutes 38 seconds West a distance of 1326.25 feet, thence North 00 degrees 13 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 411.760 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 55 minutes 38 seconds East along the quarter section line.

EXHIBIT A

LEGAL DESCRIPTION

EXISTING ANNEXED PROPERTY

Parts of the Southeast Quarter of Section 1, all in Township 14 North, Range 6 West of the Third Principal Meridian; described more particularly as follows:

Commencing at iron pin marking the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 2061.00 feet, thence North 00 degrees 30 minutes 03 seconds West a distance of 1375.70 feet, thence North 89 degrees 42 minutes 08 seconds West a distance of 314.51 feet to an iron pin, thence North 00 degrees 25 minutes 28 seconds West a distance of 418.42 feet to an iron pin, thence South 89 degrees 39 minutes 18 seconds East a distance of 313.96 feet to a point marking the true point of beginning, thence North 00 degrees 10 minutes 03 seconds West a distance of 856.23 feet to a point on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 350.19 feet, thence South 00 degrees 27 minutes 37 seconds East a distance of 112.56 feet to an iron pin, thence South 89 degrees 52 minutes 49 seconds East a distance of 56.88 feet to an iron pin, thence South 00 degrees 11 minutes 47 seconds East a distance of 43.89 feet to a Right-of-Way Marker, marking the Westerly Right-of-Way Line of Illinois Route 4, thence South 13 degrees 55 minutes 30 seconds East along said Right-of-Way Line a distance of 410.80 feet to a Right-of-Way Marker, thence South 00 degrees 55 minutes 56 seconds East along said Right-of-Way Line a distance of 99.29 feet to an iron pin, thence South 11 degrees 23 minutes 02 seconds East along said Right-of-Way Line a distance of 102.06 feet to an iron pin, thence South 00 degrees 46 minutes 40 seconds East along said Right-of-Way Line a distance of 104.68 feet to an iron pin, thence North 89 degrees 39 minutes 18 seconds West a distance of 520.84 feet to the point of beginning. Said tract contains 9.034 acres, more or less.

Also the following described tract, commencing at an iron pin marking the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 2061.00 feet to the true point of beginning, thence North 00 degrees 30 minutes 03 seconds West a distance of 1375.70 feet, thence South 89 degrees 42 minutes 08 seconds East a distance of 102.54 feet to an iron pin, thence South 00 degrees 27 minutes 41 seconds East a distance of 208.76 feet to an iron pin, thence South 89 degrees 39 minutes 39 seconds East a distance of 417.47 feet to an iron pin on the aforementioned Right-of-Way Line, thence South 00 degrees 33 minutes 30 seconds East along said Right-of-Way line a distance of 168.42 feet to a Right-of-Way Marker, thence South 02 degrees 19 minutes 32 seconds West along said Right-of-Way Line a distance of 199.93 feet to a Right-of-Way Marker, thence South 00 degrees 07 minutes 46 seconds East along said Right-of-Way Line a distance of 103.30 feet to a Right-of-Way Marker, thence South 00 degrees 28 minutes 07 seconds East along said Right-of-Way Line a distance of 168.91 feet to an iron pin, thence South 04 degrees 27 minutes 42 seconds West along said Right-of-Way Line a distance of 278.80 feet to a Right-of-Way Marker, thence South 00 degrees 20 minutes 48 seconds East along said Right-of-Way Line a distance of 104.64 feet, thence North 89 degrees 16 minutes 16 seconds West a distance of 64.95 feet to an iron pin, thence South 00 degrees 21 minutes 49 seconds West a distance of 141.95 feet to an iron pin on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 423.90 feet to the point of beginning. Said tract contains 13.756 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 58 minutes 16 seconds East along the section line.

EXHIBIT B

LEGAL DESCRIPTION

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Beginning at the Northwest corner of the East half of the Southeast quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 38 seconds East along the quarter section line a distance of 1328.28 feet to the West quarter corner of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 38 minutes 39 seconds West a distance of 2641.69 feet to a point on the section line, thence South 89 degrees 58 minutes 38 seconds East along the section line a distance of 229.20 feet to the South quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet, thence South 00 degrees 37 minutes 43 seconds East a distance of 2642.69 feet to a point on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1065.63 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 856.23 feet, thence North 89 degrees 39 minutes 18 seconds West a distance of 313.96 feet, thence South 00 degrees 25 minutes 28 seconds East a distance of 418.42 feet, thence South 89 degrees 42 minutes 08 seconds East a distance of 314.51 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 1375.70 feet to a point on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 2061.00 feet to the South quarter corner of the aforementioned Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 2656.94 feet to the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 1666.67 feet, thence North 89 degrees 55 minutes 38 seconds West a distance of 1326.25 feet to a point on the quarter, quarter section line, thence North 00 degrees 16 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 389.041 acres, more or less, all in the County of Sangamon, State of Illinois.

*LAND TO BE ANNEXED
EXHIBIT C*

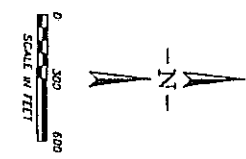
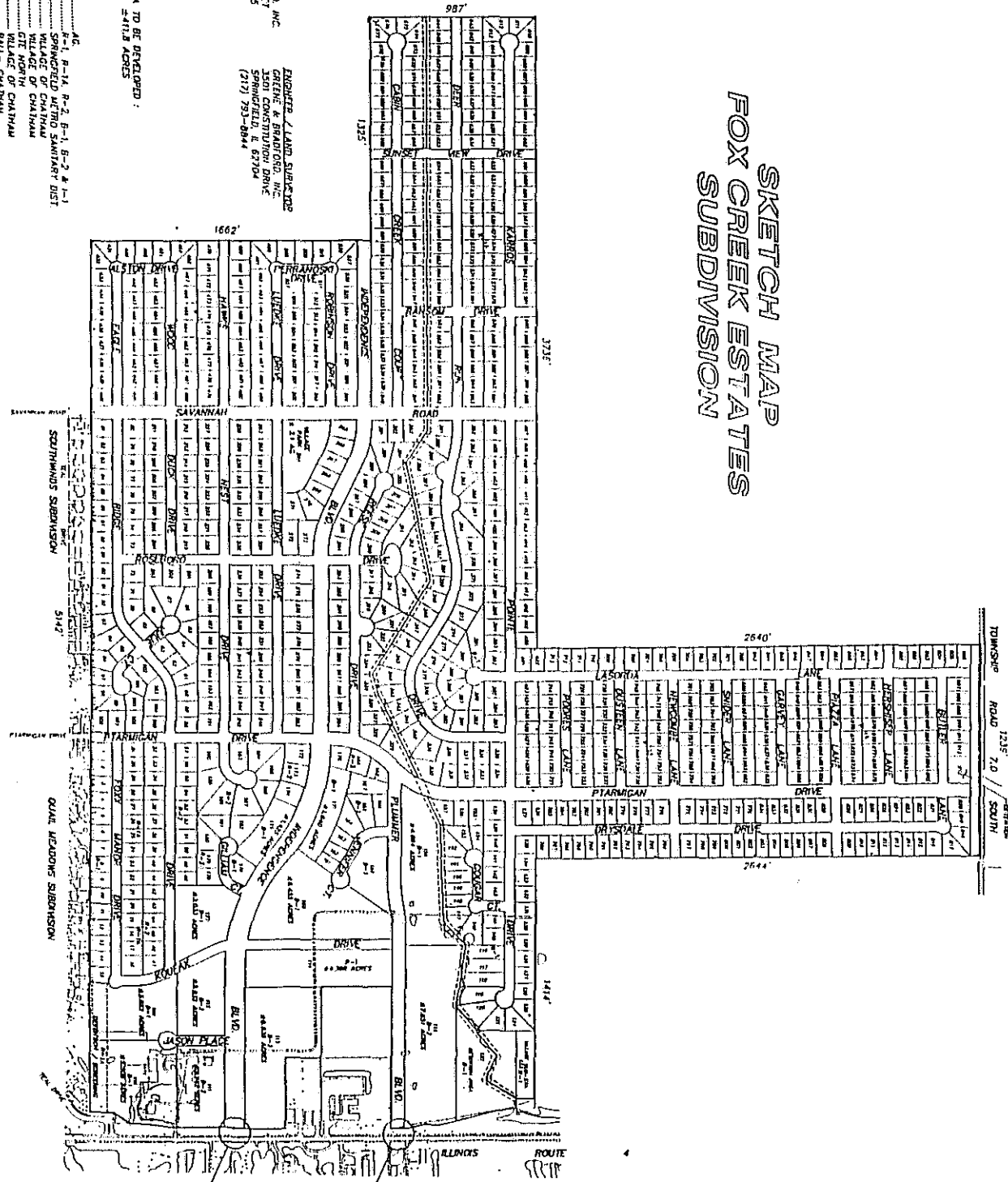
SKETCH MAP FOX CREEK ESTATES SUBDIVISION

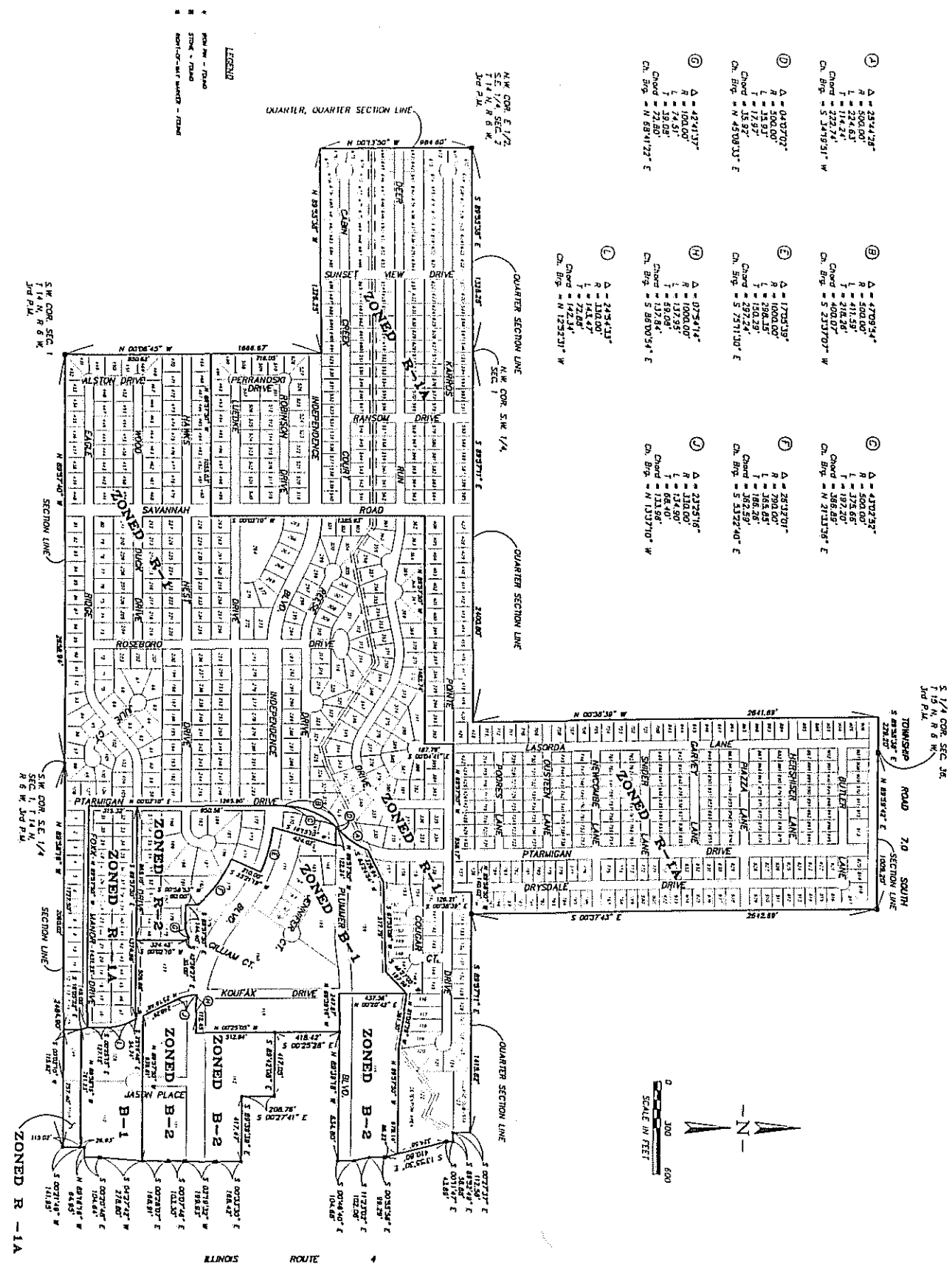
OWNER / SUBDIVIDER:
R.L.P. DEVELOPMENT CO. INC.
514 E. WARDLAW STREET
EDWARDSVILLE, IL 62025
(618) 658-1514

ENGINEER / LAND SURVEYOR:
GREENE & BRANTON, INC.
3501 CONSTITUTION DRIVE
SPRINGFIELD, IL 62704
(313) 753-0844

AREA TO BE DEVELOPED:
241.8 ACRES

EXISTING ZONING: A-1
SEWERAGE DISPOSAL: SPRINGFIELD METRO SANITARY DIST.
WATER SUPPLY: VILLAGE OF CHATHAM
ELECTRIC SUPPLY: VILLAGE OF CHATHAM
TELEPHONE: GTE NORTH
FIRE PROTECTION: BUREAU OF CHATHAM
SCHOOL DISTRICT: BURL - CHATHAM





- LEGEND**
- ✖ Road - Road
 - ▬ Street - Road
 - Marked - Marked - Road

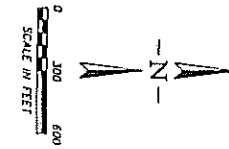
N.W. COR. SEC. 1
T 14 N. R 6 W.
3rd P.M.

S.W. COR. SEC. 1
T 14 N. R 6 W.
3rd P.M.

S.W. COR. SEC. 1
T 14 N. R 6 W.
3rd P.M.

- ① Δ = 384138°
R = 500.00'
L = 274.63'
Chord = 274.63'
Ch. Brg. = S 24°19'31" W
- ② Δ = 470954°
R = 500.00'
L = 411.59'
Chord = 400.00'
Ch. Brg. = S 23°10'07" W
- ③ Δ = 437023°
R = 500.00'
L = 374.65'
Chord = 368.49'
Ch. Brg. = S 21°13'58" E
- ④ Δ = 040707°
R = 500.00'
L = 117.97'
Chord = 35.97'
Ch. Brg. = N 45°08'33" E
- ⑤ Δ = 170359°
R = 1000.00'
L = 130.29'
Chord = 292.24'
Ch. Brg. = S 25°11'30" E
- ⑥ Δ = 281320°
R = 700.00'
L = 150.29'
Chord = 362.29'
Ch. Brg. = S 33°22'40" E
- ⑦ Δ = 221210°
R = 110.00'
L = 134.90'
Chord = 68.40'
Ch. Brg. = N 10°30'10" W
- ⑧ Δ = 075414°
R = 1000.00'
L = 137.95'
Chord = 59.08'
Ch. Brg. = S 68°00'54" E
- ⑨ Δ = 248433°
R = 110.00'
L = 72.88'
Chord = 142.31'
Ch. Brg. = N 12°52'31" W

- S 1/4 COR. SEC. 36
T 10 N. R 6 W.
3rd P.M.
- ⑩ Δ = 494113°
R = 100.00'
L = 74.81'
Chord = 21.80'
Ch. Brg. = N 69°41'27" E



| | | | | |
|--|--|--|--|---|
| <p>PROPOSED ZONING MAP FOX CREEK ESTATES SUBDIVISION CHATHAM, ILLINOIS</p> | | <p>GREENE & BRADFORD, INC. OF SPRINGFIELD CONSULTING ENGINEERS 3501 CONSTITUTION DRIVE SPRINGFIELD, ILLINOIS 62707 (217) 793-8844, (217) 793-6227 FAX</p> | <p>DATE 07-25-94 DESIGNER R.L. COX DRAWN R.L. COX CHECKED M. BRWN APPROVED C. THOMPNEY</p> | <p>DATE 08-28-94 BY R.L. COX REVISIONS REVISE B-1 & B-2 ZONES REVISED I-1 TO B-2 ZONING</p> |
|--|--|--|--|---|

DRAWN BY: R.L. COX

DATE: 07-25-94

EXHIBIT E

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

TO: THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM

The undersigned parties, each being 21 or more years of age and under no disability, hereby petition the Village of Chatham to annex within its corporate limits the described real estate in the County of Sangamon, disclosed on Exhibit "A" attached and incorporated herein by reference, and for the purpose of authorizing the Village of Chatham to enact an appropriate ordinance of annexation in the manner provided by 65 ILCS 5/7-1-3, and knowing that the certifications herein made will be relied upon by the Village of Chatham, the undersigned persons certify to the Village of Chatham the following:

1. That the above-described territory is now contiguous to the Village of Chatham.

2. That the above-described territory is not within the corporate limits of any municipality.

3. That no electors reside upon or occupy any lands within the above-described territory.

4. That legal title to property is held by R.L.P. Development Company, Inc. and Bank One, Springfield, Illinois as Trustee under Trust Agreement dated March 18, 1992, known as Trust #53-1594-9. The beneficial interest in the land trust is owned by the persons designated in Exhibit "C" attached hereto. The power of direction of said trust is vested in W.G. Luedke. There are no other persons, firms or corporations who have any right, title or fee interest of record in and to any land in Exhibit "A" herein requested to be annexed.

5. That petitioners request that the Village of Chatham send notice of the proposed annexation to the appropriate parties and units of local government entitled to notice of this petition.

6. That a copy of a plat of the real estate which shows the territory described in Exhibit "A" to be annexed is attached hereto as Exhibit "B" and is incorporated herein by reference.

7. That the request contained in this Petition for Annexation is conditioned upon the terms and conditions of a certain Annexation Agreement, including but not limited to zoning of the property to be annexed in accord with the designations set forth in Exhibit "E" attached hereto, between the undersigned and the Village of Chatham dated the _____ day of _____,

1994, and the approval by the Village of Chatham of the terms, conditions and provisions of said Annexation Agreement.

WHEREFORE, the undersigned parties respectfully request as follows:

1. That the previously described property be annexed to the Village of Chatham by ordinance of the President and Board of Trustees of the Village of Chatham pursuant to Section 7-1-3 of the Illinois Municipal Code of the State of Illinois, as amended, 65 ILCS 5/7-1-8, subject to the terms of the Annexation Agreement referred to above.

2. For such other and further relief as the Village may deem appropriate.

IN WITNESS WHEREOF, the undersigned R.L.P. Development Company, Inc. and Bank One, Springfield, Illinois as Trustee under Trust Agreement dated March 18, 1992, known as Trust #53-1594-9, have caused their corporate names and seals to be hereunto affixed, and this instrument to be executed by its President and its seal attested by its Secretary, for and in its behalf, pursuant to authority duly granted by its Board of Directors, this _____ day of _____, 1994.

R.L.P. DEVELOPMENT COMPANY, INC.

(Corporate Seal)

By: _____
President

ATTEST:

By: _____
Secretary

BANK ONE, SPRINGFIELD
Trustee under Trust Agreement
dated March 18, 1992,
known as Trust #53-1594-9
This instrument is executed by Bank One, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by Bank One are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Bank One by reason of any of the

Need from Plummer

covenants, statements, representations or warranties contained in the instrument.

(Corporate Seal)

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

ACKNOWLEDGEMENT FOR OWNERS OF RECORD

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

_____ and _____, of Bank One, Springfield, Illinois as Trustee under Trust Agreement dated March 18, 1992, known as Trust #53-1594-9, formally known to me to be the _____ and _____, respectively, of said banking corporation, and who are also known to me to be the same persons whose names are subscribed to the foregoing Petition for Annexation, appeared before me this day in person and acknowledged that as such _____ and _____, they signed, sealed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and deed of said corporation as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, the

President and Secretary of R.L.P. DEVELOPMENT COMPANY, INC., personally known to me to be said officers, respectively, whose names are subscribed to the foregoing Petition for Annexation, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal this _____ day of _____, 1994.

Notary Public

*Need from
Plummer*

Exhibit "A"

LEGAL DESCRIPTION OF ANNEXED PROPERTY

LEGAL DESCRIPTION

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Beginning at the Northwest corner of the East half of the Southeast quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 38 seconds East along the quarter section line a distance of 1328.28 feet to the West quarter corner of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 38 minutes 39 seconds West a distance of 2541.69 feet to a point on the section line, thence South 89 degrees 53 minutes 38 seconds East along the section line a distance of 229.20 feet to the South quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet, thence South 00 degrees 37 minutes 43 seconds East a distance of 2642.69 feet to a point on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1065.63 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 856.23 feet, thence North 89 degrees 39 minutes 16 seconds West a distance of 313.96 feet, thence South 00 degrees 25 minutes 28 seconds East a distance of 418.42 feet, thence South 89 degrees 42 minutes 08 seconds East a distance of 314.51 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 1375.70 feet to a point on the section line, thence North 89 degrees 56 minutes 16 seconds West along the section line a distance of 2061.00 feet to the South quarter corner of the aforementioned Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 2656.94 feet to the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 1666.67 feet, thence North 89 degrees 55 minutes 36 seconds West a distance of 1326.25 feet to a point on the quarter, quarter section line, thence North 00 degrees 16 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 389.041 acres, more or less, all in the County of Sangamon, State of Illinois.

LAND TO BE ANNEXED

ANNEXATION PLAT

LEGAL DESCRIPTION

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Beginning at the Northwest corner of the Southeast quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 33 seconds East along the quarter section line a distance of 1328.28 feet to the West quarter corner of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 30 minutes 03 seconds West a distance of 2641.69 feet to a point on the section line, thence South 89 degrees 58 minutes 36 seconds East along the section line a distance of 229.20 feet to the South quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet, thence South 00 degrees 37 minutes 43 seconds East a distance of 2642.69 feet to a point on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1065.63 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 856.23 feet, thence North 89 degrees 39 minutes 18 seconds West a distance of 313.96 feet, thence South 00 degrees 25 minutes 28 seconds East a distance of 418.42 feet, thence South 89 degrees 42 minutes 08 seconds East a distance of 314.51 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 1375.70 feet to a point on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 2061.00 feet to the South quarter corner of the aforementioned Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 2656.94 feet to the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 1666.67 feet, thence North 89 degrees 55 minutes 38 seconds West a distance of 1326.25 feet, thence North 00 degrees 16 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 389.041 acres, more or less, all in the County of Sangamon, State of Illinois.

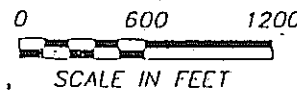
S 89°58'38" E
229.20'

N 89°59'42" E
1009.20'

S. 1/4, COR.,
SEC. 36, T.15N.,
R.6W., 3rd P.M.

N 00°38'39" W
2641.69'

S 00°37'43" E
2642.69'



P.O.B., N.W. COR.,
E. 1/2, S.E. 1/4,
SEC. 2, T.14N.,
R.6W., 3rd P.M.

S 89°55'38" E
1328.28'

S 89°57'11" E
2400.80'

N 00°16'50" W
984.60'

1/4 SEC. LINE

W. 1/4, CORNER
SECTION 1, T.14N.,
R.6W., 3rd P.M.

1/4, 1/4 SEC. LINE

N 89°55'38" W
1326.25'

N 00°06'45" W
1666.67'

SECTION LINE

S.W. COR., SEC. 1
T.14N., R.6W., 3rd P.M.

N 89°57'40" W
2656.94'

AREA =
±389.041 ACRES

S 89°57'11" E
1065.63'

1/4 SEC. LINE

N 89°39'18" W
313.96'

S 00°30'03" E
856.23'

S 00°25'28" E
418.42'

S 89°42'08" E
314.51'

S. 1/4, COR., SEC. 1
T.14N., R.6W., 3rd P.M.

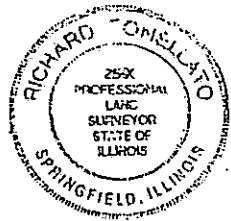
SECTION LINE

N 89°58'16" W
2061.00'

S 00°30'03" E
1375.70'

EXISTING CORP.
LIMITS

EXISTING CORPORATE
LIMITS



AREA TO BE ANNEXED TO THE
VILLAGE OF CHATHAM, ILLINOIS
CONTAINING ±389.041 ACRES

The above described plat correctly represents the parcel
of land to be annexed to the Village of Chatham, Illinois.

Richard Omellato
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590

| | |
|-------------------|--------------|
| DATE | 06/23/94 |
| DRAWN | CRUM |
| PROJ. NO. | 9J-432 |
| FIELD BOOK | 172 |
| COMPUTER FILE NO. | 9J432ANX-600 |

GREENE & BRADFORD, INC.
OF SPRINGFIELD
CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62767
(217) 793-8844, (217) 793-5272 FAX



| BY | DATE | REVISIONS |
|----|------|-----------|
| | | |
| | | |
| | | |

C. HIBBITT

Exhibit "C"

Luedke Farm Trust 53-1594-9

List of Beneficial Owners

Prepared June 17, 1994

| Ownership | Name & Address | Social Security Number |
|-----------|--|------------------------|
| .3125 | W. G. Luedke 901 W. Walnut Chatham, IL 62629 | 360-30-9773 |
| .0156 | Sharon Lee Luedke Bradley 9340 N. 100th Place Scottsdale, AZ 85258 | 359-34-6675 |
| .0156 | Ann Charlotte Dugan 3236 W. Birkshire Drive Peoria, IL 61614 | 359-32-5114 |
| .3125 | Gertrude M. Steffen 7301 E. Rancho Vista Dr. #3 Scottsdale, AZ 85251 | 561-28-6677 |
| .3125 | Esther L. Ratz P.O. Box 1178 Hilltop Lakes, Texas 77871 | 355-01-5681 |
| .00785 | Michail L. Dugan 3614 1/2 Napoleon Ave. New Orleans, LA 70125 | 350-44-2617 |
| .0156 | Gremlyn A. Bradley 9340 N. 100th Place Scottsdale, AZ 85258 | 355-60-9761 |
| .00785 | Mark D. Dugan 2624 W. Meadowlark Lane Dunlap, IL 61525 | 310-48-6806 |

Ordinance No. 94-____

**AN ORDINANCE ANNEXING CERTAIN LAND
TO THE VILLAGE OF CHATHAM, ILLINOIS
(FOX CREEK ESTATES SUBDIVISION)**

WHEREAS, on _____, a Petition for Annexation pursuant to Section 7-1-8 of the Illinois Municipal Code and subject to an Annexation Agreement approved pursuant to Ordinance No. _____ dated _____ was filed by RLP Development Company, Inc., and Bank One Springfield, as Trustee under Trust No. 53-1594-9 dated March 18, with the corporate authorities of the Village of Chatham, Illinois;

WHEREAS, the property sought to be annexed is legally described as set forth in Exhibit A to this Ordinance and as shown in a Plat of Annexation attached to this Ordinance as Exhibit B;

WHEREAS, the Petition for Annexation states that the Petitioner comprises all of the owners of record of the land sought to be annexed and that no electors reside on the territory;

WHEREAS, the land proposed to be annexed includes a highway under the jurisdiction of Chatham Township, and proper notice of this annexation has been given to the Board of Trustees and Township Road Commissioner of said Township;

WHEREAS, the Village of Chatham does not provide fire protection or a public library, such that no notice to any fire protection district or public library district is required;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

EXHIBIT G to Annexation Agreement

SECTION 1: The territory, the legal description of which is attached hereto as Exhibit A, is hereby annexed to the Village of Chatham.

SECTION 2: This Ordinance is effective on its passage and approval as required by law.

SECTION 3: This annexation is subject to the terms and conditions of the aforesaid Annexation Agreement.

SECTION 4: The Village Clerk shall forthwith cause this Ordinance to be recorded with the Recorder of Deeds of Sangamon County and with the County Clerk of Sangamon County, and shall send a copy by registered mail to the post office branch serving the territory.

PASSED this _____ day of _____, 1994.

VILLAGE PRESIDENT

ATTEST:

Village Clerk

AYES: _____

NAYS: _____

PASSED: _____

APPROVED: _____

ABSENT: _____

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 94-___, adopted by the President and Board of Trustees of said Village on the ___ day of _____, 1994, said Ordinance being entitled:

**AN ORDINANCE ANNEXING CERTAIN LAND
TO THE VILLAGE OF CHATHAM, ILLINOIS
(FOX CREEK ESTATES SUBDIVISION)**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this ___ day of _____, 1994.

Village Clerk

LAND TO BE ANNEXED
LEGAL DESCRIPTION

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Beginning at the Northwest corner of the East half of the Southeast quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 38 seconds East along the quarter section line a distance of 1328.28 feet to the West quarter corner of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 38 minutes 39 seconds West a distance of 2641.69 feet to a point on the section line, thence South 89 degrees 58 minutes 38 seconds East along the section line a distance of 229.20 feet to the South quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet, thence South 00 degrees 37 minutes 43 seconds East a distance of 2642.69 feet to a point on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1065.63 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 856.23 feet, thence North 89 degrees 39 minutes 18 seconds West a distance of 313.96 feet, thence South 00 degrees 25 minutes 28 seconds East a distance of 418.42 feet, thence South 89 degrees 42 minutes 08 seconds East a distance of 314.51 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 1375.70 feet to a point on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 2061.00 feet to the South quarter corner of the aforementioned Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 2656.94 feet to the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 1666.67 feet, thence North 89 degrees 55 minutes 38 seconds West a distance of 1326.25 feet to a point on the quarter, quarter section line, thence North 00 degrees 16 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 389.041 acres, more or less, all in the County of Sangamon, State of Illinois. Together with all public roadways contained therein or contiguous thereto.

EXHIBIT A

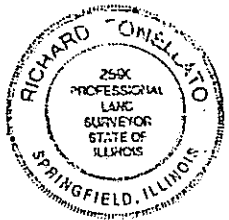
ANNEXATION PLAT

LEGAL DESCRIPTION

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Beginning at the Northwest corner of the East half of the Southeast quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 33 seconds East along the quarter section line a distance of 1328.28 feet to the West quarter corner of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 30 minutes 39 seconds West a distance of 2641.69 feet to a point on the section line, thence South 89 degrees 58 minutes 38 seconds East along the section line a distance of 229.20 feet to the South quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet to a point on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1065.63 feet, thence North 89 degrees 39 minutes 18 seconds West a distance of 313.96 feet, thence South 00 degrees 30 minutes 03 seconds East a distance of 856.23 feet, thence North 89 degrees 39 minutes 18 seconds West along the section line a distance of 2656.94 feet to the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 1666.67 feet, thence North 89 degrees 57 minutes 40 seconds West a distance of 2656.94 feet to a point on the quarter, quarter section line, thence North 00 degrees 16 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 389.041 acres, more or less, all in the County of Sangamon, State of Illinois.

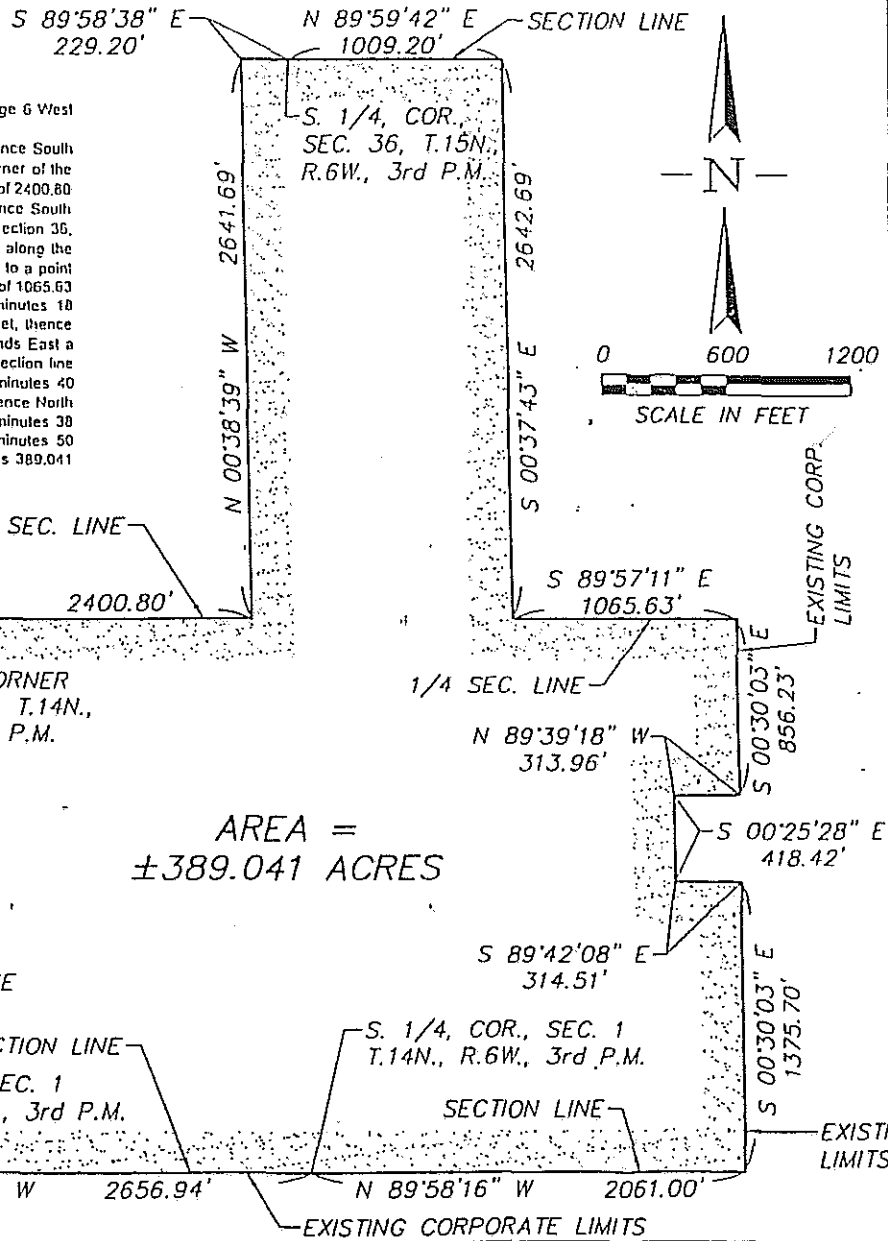
P.O.B., N.W. COR.,
E. 1/2, S.E. 1/4,
SEC. 2, T.14N.,
R.6W., 3rd P.M.



AREA TO BE ANNEXED TO THE
VILLAGE OF CHATHAM, ILLINOIS
CONTAINING ±389.041 ACRES

The above described plat correctly represents the parcel
of land to be annexed to the Village of Chatham, Illinois.

Richard Onellato
ILLINOIS PROFESSIONAL LAND SURVEYOR #2590



AREA =
±389.041 ACRES

| | |
|-------------------|--------------|
| DATE | 06/23/94 |
| DRAWN | CRUM |
| PROJ. NO. | 9J-432 |
| FIELD BOOK | 172 |
| COMPUTER FILE NO. | 9J432ANX-600 |

GREENE & BRADFORD, INC.
OF SPRINGFIELD

CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8844, (217) 793-6227 FAX

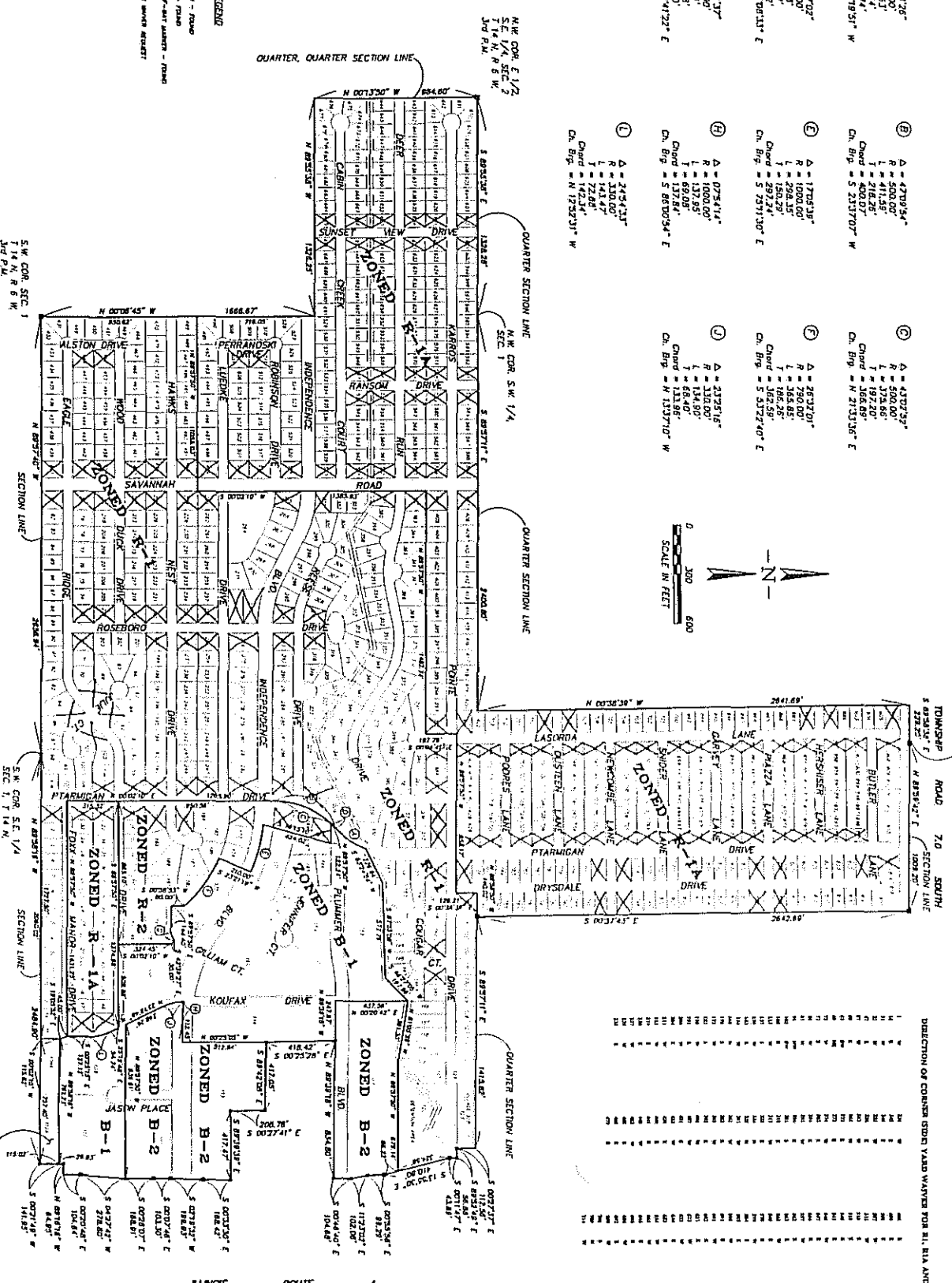
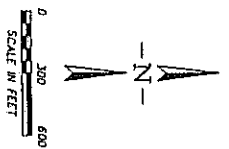
| BY | DATE | REVISIONS |
|----|------|-----------|
| | | |
| | | |
| | | |
| | | |

EXHIBIT B

LEGEND

- ROW-W - ROAD
- STONE - FENCE
- ◻ MODIFIED-WAY SQUARE - FENCE
- ◻ DIVIDED SQUARE CENTER

- (A) A = 2594736"
R = 200.00"
I = 114.24"
Chord = 222.74"
Cn. Brg. = S 34°19'31" W
- (D) A = 040702"
R = 500.00"
I = 155.91"
Chord = 515.91"
Cn. Brg. = N 45°58'13" E
- (E) A = 170539"
R = 1000.00"
I = 298.15"
Chord = 992.24"
Cn. Brg. = S 73°13'07" E
- (G) A = 437954"
R = 300.00"
I = 155.91"
Chord = 400.07"
Cn. Brg. = S 33°17'07" W
- (H) A = 075414"
R = 1000.00"
I = 137.95"
Chord = 89.08"
Cn. Brg. = S 65°03'4" E
- (I) A = 245431"
R = 310.00"
I = 72.61"
Chord = 142.34"
Cn. Brg. = N 12°52'01" W
- (L) A = 245431"
R = 310.00"
I = 72.61"
Chord = 142.34"
Cn. Brg. = N 12°52'01" W
- (M) A = 437954"
R = 300.00"
I = 155.91"
Chord = 400.07"
Cn. Brg. = S 33°17'07" W
- (N) A = 263101"
R = 790.00"
I = 355.55"
Chord = 862.39"
Cn. Brg. = S 43°22'40" E
- (O) A = 212516"
R = 310.00"
I = 114.90"
Chord = 113.96"
Cn. Brg. = N 13°07'10" W



DIRECTION OF CORNER SIDE YARD WAYERS FOR R-1A AND B-2 ZONING

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| 99 | ... |
| 100 | ... |

ILLINOIS ROUTE 4

S 1/4 COR. SEC. 16
T 14 N. R 6 W.
3rd P.M.

S.W. COR. SEC. 1
T 14 N. R 6 W.
3rd P.M.

S.W. COR. SEC. 1/4
SEC. 1, T 14 N.
R 6 W. 3rd P.M.

S.W. COR. SEC. 1/4
SEC. 1, T 14 N.
R 6 W. 3rd P.M.

S.W. COR. SEC. 1/4
SEC. 1, T 14 N.
R 6 W. 3rd P.M.

COVENANTS AND RESTRICTIONS
FOR FOX CREEK ESTATES SUBDIVISION
FIRST ADDITION

R.L.P. DEVELOPMENT COMPANY, INC., an Illinois corporation (hereinafter referred to as "Developer"), is the owner and developer of the following described real estate, to-wit:

(See attached Exhibit "A" for legal description)

NOW, THEREFORE, in consideration of the premises and of the benefits accrued and to accrue to the undersigned by reason of the covenants, conditions and restrictions imposed upon said real estate as hereinafter set forth, and as part of a plan for the use, improvement, development, sale and purchase of said real estate, the undersigned does hereby stipulate, agree and declare that the undersigned, its heirs, executors, administrators, successors and assigns do hereby subject and bind the aforesaid real estate to the following covenants, conditions and restrictions, and to hold each and every lot above described, or any portion thereof, for use and sale subject to the following covenants, conditions and restrictions, and do declare that no lot or lots above described, or portion thereof, shall be sold, used or conveyed by the undersigned, its heirs, executors, administrators, successors or assigns, except subject to the following covenants, conditions and restrictions, whether expressly stated in the deed of conveyance or not, to wit:

1. TIME PERIOD AND ENFORCEMENT OF RESTRICTIONS. These Covenants and Restrictions are to run with the land and shall be binding on all parties, and all persons claiming under them, for 99 years from the date of these covenants, at which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless by a vote of all of the owners of at least 67 percent of the lots it is agreed to change said Covenants and Restrictions in whole or in part; these covenants may be amended or modified by the Developer until such time as all real estate described in Exhibits "A", "B" and "C" has been subjected to plats of subdivision approved by the Village of Chatham. Thereafter, these Covenants and Restrictions may be rescinded or amended at any time by approving vote of all of the owners of at least 67 percent of the lots, which shall be effective upon recording of said rescission or amendment, together with an affidavit certifying said vote by the secretary of the Homeowners Association, hereinbelow established, in the Recorder's Office of Sangamon County, Illinois. If the parties hereto, or any of them, or their heirs, successors, personal representatives or assigns shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful, and power and authority is hereby given to any other person or persons owning any of the above described real property, or for the Homeowners Association,

Developer or any other named party possessing authority under these Covenants and Restrictions, to enforce or prosecute any proceeding at law or in equity to enforce these Covenants and Restrictions or to prevent any violation thereof, or to recover damages resulting directly or consequently from such violation, together with expenses, courts costs and attorney's fees incurred in such proceedings. Invalidation of any one of these covenants or restrictions, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. No amendment or rescission of these covenants shall relieve any individual lot owner from the duty to maintain any utility or drainage easement, drainage detention area, public way or public area as set forth in these restrictions.

2. LAND USE AND BUILDING TYPE. Except for the property described in Exhibit "B", no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family or duplex dwelling not to exceed two and a half stories in height, excluding the basement, plus an attached garage.

Duplex dwellings shall be restricted to lots _____ through _____. Each duplex dwelling unit shall have an attached garage and shall not exceed two stories in height unless plans are approved by the Architectural Control Committee. Each individual dwelling unit shall not be less than 1,000 square feet of livable floor space, excluding its garage, any space below ground level and open porches and balconies. Lot size for the construction of duplexes shall be in accord with the zoning ordinance of the Village of Chatham.

The property described in Exhibit "B" shall not be subject to these Covenants and Restrictions but may be included in membership in the Fox Creek Homeowners Association, and any drainage facilities, easements, subdivision fences, berms, landscaping, entrance improvements, public areas or other appurtenances located upon the property described in Exhibit "B" shall be maintained at the expense of the Fox Creek Homeowners Association. Each separate lot or parcel within the real estate described in Exhibit "B" shall have one vote in the Fox Creek Homeowners Association and shall be assessed, as each other lot within Fox Creek Subdivision, for only its proportionate share of maintenance costs of the drainage easements and facilities, landscaping, subdivision fences, entrance improvements, easements and subdivision appurtenances located within the areas maintained by the Fox Creek Homeowners Association. No lot or parcel within the area described in Exhibit "B" shall be assessed at a rate greater than any other lot or parcel belonging to the Fox Creek Homeowners Association.

In the event of a conflict between the covenants and restrictions set forth herein and the zoning ordinance of the Village of Chatham, the more stringent requirements shall apply.

3. BUILDING LOCATION. No building shall be located on any lot nearer to any street line than the building lines shown on said plat of the subdivision. No structure shall be located closer than permitted by applicable zoning ordinance of the Village of Chatham from any side lot line, or closer than thirty (30) feet from any rear lot line. However, where more than one lot is used for the construction of one dwelling overlapping the lot lines, the side line restrictions are hereby waived as to the lines between said combined lots, and the combined lots shall thereafter be considered one "lot" for purposes of these Covenants and Restrictions. For purposes of the setback requirements herein, eaves, steps and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. PLANS AND SPECIFICATIONS. An Architectural Control Committee is hereby established which shall be comprised of the officers or appointees of the undersigned R.L.P. Development Company, Inc. (hereinafter referred to as the "Architectural Committee"). The Architectural Committee shall have three members. The following documents shall be submitted to the Architectural Committee for approval prior to the commencement of any site preparation or construction on any lot, to wit:

- A. Floor plans;
- B. Front, sides and rear elevations;
- C. Exterior materials and color selections;
- D. Name of general contractor or construction company;
- E. Plot plan showing front, side and rear setback lines, driveways, parking areas, and location of all structures on the lot;
- F. Landscaping plan.

The Architectural Committee shall have absolute discretion in the approval of any structure in the subdivision pursuant to these Covenants and Restrictions. The Architectural Control Committee shall serve without pay and, in discharging the duties imposed upon them hereunder, is hereby granted an easement prior to and during the construction of any structure, and in discharging their duties hereunder, to enter upon any lot in the subdivision and will not be deemed to be trespassers thereby, and may enter into contracts and employ agents, servants and counsel as they deem necessary in the performance of their duties. In carrying out their duties hereunder, no member of the Architectural Control Committee shall be held personally liable for negligence or for injury to person or damage to property, or for any other act or omission in the absence of willful and deliberate misconduct. The above-mentioned initial members of the Architectural Control Committee shall hold

office until all lots in the entire proposed subdivision are sold. In case of the death or resignation of any initial member while holding such office, its successor shall be named by the members of the Architectural Committee until all of the lots in the property described in Exhibits "A", "B" and "C" are sold. Commencing with the sale of the last lot platted with respect to the property described in Exhibits "A", "B" and "C", the Homeowners Association hereinbelow described shall elect three members of the Architectural Committee. At the first such meeting, two members of the Architectural Committee shall be elected for one year terms, and one member for a two year term. At subsequent meetings of the Homeowners Association, their successors shall be elected for two year terms to replace the member or members of the Architectural Control Committee whose term expires. The president of the Homeowners Association shall appoint a replacement member for any member of the Architectural Control Committee who fails to remain in office until a successor is elected.

5. DWELLING SIZE AND MISCELLANEOUS. No one-story single family dwelling shall be permitted on any lot which has less than 1,500 square feet of livable floor space, excluding garages, any space below ground level, and open porches and balconies; no one and a half story, two story, or two and a half story single family dwelling shall be permitted on any lot which has less than 1,900 square feet of such floor space, with at least 950 square feet of such space on the first floor (any clerestory square footage may be counted as both first-floor and second-floor space). The character and design of garages must conform to the character and design of the dwelling structure.

The Owner of each lot shall construct a sidewalk (or sidewalks) on such lot when and as required by the ordinances of the Village of Chatham at such lot Owner's expense. If any lot Owner fails to so complete said sidewalk (or sidewalks) and fails to deliver a letter or certification from the Village of Chatham approving said sidewalk (or sidewalks) within sixty (60) days of receipt of a demand to do so by either the Developer or the Homeowners Association, then the Developer or the Homeowners Association may complete said sidewalk (or sidewalks) and charge the cost thereof to the lot Owner of record. If said charge is not paid within thirty (30) days of said charge, a lien may be filed with the office of Recorder of Deeds, Sangamon County, Illinois which lien will attach to said lot and be enforceable by the Developer or Homeowners Association together with costs and reasonable attorneys' fees, as provided for below.

No temporary or permanent antennae will be allowed to be mounted on the ground or upon any structure upon any lot, and all such antennae will be located inside the house; except no exterior satellite dishes shall be permitted unless fully concealed so they are not visible from any street or any other lot, and unless prior

written approval of the Architectural Control Committee has been obtained.

No recreational apparatus will be permitted in any front yard or side yard next to a platted street. Recreational apparatus, including swing sets, swimming pools, playground equipment or similar devices shall not be located at any point toward the lot line fronting any street past a line drawn parallel with and intersecting that side of the dwelling structure. In ground and above ground pools will be permitted but design and location shall be subject to approval of the Architectural Control Committee and the zoning ordinance of the Village of Chatham. Basketball courts will be allowed provided they are free standing of the residential structure. The type and style of basketball courts must be approved by the Architectural Control Committee prior to installation. The Architectural Control Committee shall have absolute discretion as to the location, design, approval or disapproval of any recreational construction or apparatus pursuant to these Covenants and Restrictions. Such discretion shall be exercised in a reasonable and non-arbitrary manner.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No lot or driveway outside the exterior walls of the main residential structure or garage shall be used for the purposes of blocking or jacking automobiles or other vehicles for repair, or for repairing any one or more automobiles, for any period of time.

No shed, trailer, recreational vehicle, tent, shack, garage, barn, basement or outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Each lot with a dwelling shall have a garage fully capable of housing a minimum of two automobiles. All buildings, including garages, shall be attached to the dwelling structure, provided, however, that each lot may have one free standing storage building not to exceed 120 square feet of floor space which may be constructed only after approval of the Architectural Control Committee.

No trucks trailers, or commercial vehicles will be allowed to stand upon any lot other than service vehicles making deliveries and light pickup, and panel trucks. No campers, trucks, mobile equipment, vans, motor homes or recreational vehicles will be permitted to be stored outside the dwelling or garage on any lot in the subdivision.

A paved area shall be provided by the owner of each lot suitable for the parking of at least four (4) automobiles, which

area shall include the interior space of the garage and a maximum of 400 square feet of additional space. Any exterior parking area will be restricted to operable automobiles, and such parking space will be allowed only upon prior written approval of the Architectural Committee. The paving materials of all parking areas, driveways and turnarounds shall be portland cement, concrete or brick.

Any and all mechanical work or vehicle maintenance will be performed in the garage of each residence.

No structure of any kind shall be allowed on any lot except the dwelling house and attached garage and the free standing storage building referred to previously, and nothing shall be stored in the open, outside said dwelling or garage, with the exception of neatly stacked firewood for use in the residence on that lot, except during the period of construction of the dwelling house, it being the intent that, among other things, by way of example and not by way of limitation, no lawn buildings, garbage cans or visible clotheslines shall be allowed.

The home which may be erected on a lot shall be constructed of good quality new materials suitable for use in the construction of residences, and no old building or buildings shall be placed on or moved to the premises. No tin, tar paper, composition paper or similar materials may be used as the exterior covering of any building. No A-frame design, modular or mobile homes, or underground homes are allowed. The Architectural Committee may approve "front split-foyer" designs which otherwise meet these restrictions. The front exterior wall surface (or surfaces) of all homes shall be constructed of brick, brick veneer or stone over at least twenty-five percent (25%) of the area (excluding windows and doors). The balance of the exterior walls may be natural wood siding, finished masonite type siding, aluminum siding, vinyl siding or a combination thereof approved by the Architectural Committee. All exterior portions of all structures shall be fully enclosed and finished, including, by way of example and not by way of limitation, all soffit, undereave, overhang and porch areas.

All exterior lighting, including but not limited to directional lighting, shall be so located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby lot owner, and shall be subject to approval of the Architectural Committee.

All roofs shall be covered with heavyweight architectural grade shingles or better. Shingles must have a textured design and appearance, and constructed of fiberglass, asphalt shingle or wood materials.

Except with respect to the property described in Exhibit "B", no retail business of any kind shall be permitted in the

subdivision. This restriction is not meant to prohibit home occupation businesses of the kind permitted by the zoning ordinance of the Village of Chatham.

Garden plots shall be allowed in the rear yard of each lot, not along any street and at no other place, but shall be located at least 20 feet from any lot line.

No wall, fences or fencing of any kind shall be allowed in the front yard of any lot nor on any side of a dwelling along a street between a line or lines intersecting that side of the house and parallel with that street. No wall, fences or fencing over five (5) feet in height shall be allowed on any lot, nor shall any wall, fence or fencing be located closer than one (1) foot to any lot line. All walls, fences and fencing shall be wood or professionally constructed wrought iron construction and be compatible with the natural surroundings, subject to the conditions herein set out for materials. No chain link, wire or other metal wall, fence or fencing shall be permitted. All walls, fences and fencing must be submitted to and approved by the Architectural Committee prior to construction and must be continually maintained to present an attractive appearance, or, after 60 days notice, such walls, fences and fencing may be removed by the Homeowners Association and the cost thereof billed to the lot owner. If such a bill remains unpaid over thirty (30) days, a lien may be attached and filed against any such lot in the same manner as in paragraph 12 below.

Each lot owner shall comply strictly with the setback and building lines shown on the aforesaid plat of the subdivision and with the zoning and subdivision ordinances of the Village of Chatham.

All lot owners will be required to install matching mailboxes and front yard lights which will be furnished by the Developer on the initial installation. Any additional mailboxes and lights must match and will be purchased by the lot owner.

6. LIVESTOCK AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs or cats kept inside as house pets. No pets of any kind will be permitted outside the dwelling in exterior kennels or houses, or maintained for any commercial purpose.

7. CONSTRUCTION OF RESIDENCES. MAINTENANCE OF PROPERTY. During the construction, maintenance or refurbishment of any dwelling house or lot, any littering or damage to the public and private roadways and easements in the subdivision, and any cleanup of them (including mud) shall be the responsibility of the owner of any lot upon which such work is being performed.

Each property owner shall be responsible for mowing and landscape maintenance of such owner's lot up to the property line

of such lot and up to the street curb or curbs, such that the lot will always present a neat and attractive appearance. Each property owner shall submit to the Architectural Control Committee for approval, a landscape package of at least \$1,000.00 in value which shall be placed upon the property. Landscaping shall be completed within ninety (90) days (or as soon as weather permits) of substantial completion of the dwelling house.

The burning of any material outside of any dwelling house shall be prohibited except the burning of leaves in conformity with the statutes of the State of Illinois and ordinances of the Village of Chatham.

All sites shall have a finished grade that will allow the natural flow of surface drainage water from one lot to another without erosion or damage. Under no circumstances shall the owner of any lot or parcel of land in the subdivision alter the topographic conditions of said owner's property in any way that will permit or cause additional quantities of water to flow from or across said owner's property and onto any adjoining property or public right-of-way. Grading shall be sloped and tapered at the side or rear lot lines in such a manner as to permit construction on an adjacent lot without the need for retaining walls. Gutter downspouts runoff shall be connected to storm sewers whenever permitted by municipal regulations, but shall never be connected to any sanitary sewer.

All sump pumps shall discharge into drainage swails unless an alternate method of discharge is approved by the Developer/Homeowners Association and the Village of Chatham. No sump pump shall discharge into any street or public right-of-way.

8. OIL AND MINING OPERATIONS. No oil drilling, oil or gas development operations, oil refining, gas storage, quarrying or mining operations of any kind for any mineral or minerals shall be permitted on any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavation or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, rubbish and garbage, or other wastes, shall not be kept, except in sanitary containers located inside the dwelling house, except on collection days when said sanitary containers may be placed near the platted streets for collection.

10. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction and sales

of lots and residences, or signs used by the undersigned to identify the subdivision and to advertise sales of lots and residences in the subdivision.

11. EASEMENTS. Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities are reserved, as shown on the above-mentioned recorded plat of the subdivision. No building or any other structure of any kind shall be placed on, in or over any such easement; any such building or structure shall be removed at the expense of the lot owner. The contours of any drainage easement or detention area shall be maintained by the adjoining or underlying property owner; contours of said easements and detention areas shall not be altered by any owner but shall be maintained as shown on the construction plans on file with the Village of Chatham with respect to Fox Creek Estates Subdivision First Addition and any subsequent additions or plats which may be approved by the Village of Chatham. Drainage easements and detention areas will be maintained by the Developer until formation of the Homeowners Association, at which time the Homeowners Association will maintain drainage easements and detention areas and enforce the drainage, covenants and restrictions contained in this document. In the event that the Homeowners Association fails to enforce the covenants and restrictions contained in this document as they pertain to drainage easements and detention areas, and contours of drainage, and maintenance of contours of drainage easements and detention areas, the Village of Chatham may, at its sole option, have standing in a court of competent jurisdiction to compel the Homeowners Association to enforce said Covenants and Restrictions against any property owner violating same.

The obligations and duties imposed by this paragraph with respect to drainage, drainage easements, detention areas and drainage facilities shall be binding upon the property and the owners of the property described in Exhibit "B". The remainder of the restrictions contained in this document, except as they pertain to membership in the Fox Creek Estates Homeowners Association shall not apply to the property in Exhibit "B," which it is contemplated will be developed for business, commercial, or industrial uses. Developer reserves the right to adopt or impose covenants, easements and restrictions upon the property described in Exhibit "B," which at the Developer's sole discretion, Developer deems appropriate for the development of said property. It is the intent of the Developer to ensure that despite the mixture of residential, business, commercial, and industrial uses, a unified and integrated drainage system is maintained by the Homeowners Association including both the residential property described in Exhibits "A" and "C", and the business, commercial and industrial property described in Exhibit "B".

12. ASSESSMENTS. Annual and special assessments may be established or levied against each lot and its owners for

maintenance of street and entrance landscaping, subdivision fences, berms, detention basins, drainage and entrance improvements, any amenities in the subdivision for the use of the lot owners, and for any other duties, powers and responsibilities of the Homeowners Association. Prior to the formation of the Homeowners Association, assessments shall be established by the Developer and in accord with the provisions of paragraph 14 below. After formation of the Homeowners Association, annual assessments shall be established by a majority vote of the lot owners, each lot having one vote to be cast, in the aggregate or in fractions as agreed by and between the owners of that lot, at the first meeting of the Homeowners Association. Any unpaid assessment against a lot shall be the personal obligation of each owner of that lot at the time of assessment, jointly and severally; and shall also become a lien against that lot upon filing of a notice thereof in the Recorder's Office of Sangamon County Illinois; if such notice is not so filed on or before March 1 of the following year, said right to a lien shall expire. Any purchaser, lender or title company shall have the right to rely upon any statement or assurance by any officer of the Homeowners Association of the amount or payment status of any such lien.

13. HOMEOWNERS ASSOCIATION AND THE OWNER. The Homeowners Association shall be established on the happening of any of the following events: (A) The Developer, at Developer's discretion, shall decide to form such association; (B) after the sale of 80 lots in Fox Creek Estates Subdivision First Addition and subsequent plats; and (C) after five years from the date of sale, the first lot in Fox Creek Estates Subdivision First Addition. The property and the owners of the property contained in subsequent plats of Fox Creek Estates Subdivision shall become part of the Homeowners Association after the sale of 75% of the lots contained in each such plat. The Fox Creek Estates Homeowners Association shall be established as a not-for-profit corporation, herein called the "Homeowners Association", which shall be vested with all powers, duties and responsibilities of that Homeowners Association set out in these Covenants and Restrictions and as provided by law. The title to all amenities, landscaping, subdivision fences, entrance improvements, easements, berms, drainage works, detention basins and subdivision appurtenances shall be conveyed by the undersigned to the Homeowners Association which thereafter shall have the duty to maintain same. The Homeowners Association shall from time to time adopt bylaws for its constitution, operation and deliberations in conformity with these Covenants and Restrictions. The Homeowners Association has the right to assess dues for maintenance of the subdivision. It shall be the duty of the Homeowners Association to enforce these Covenants and Restrictions. Majority rule shall prevail except as otherwise set out herein, and Roberts Rules of Order is hereby adopted for conducting any and all meetings of the Homeowners Association except as set out herein or in the bylaws adopted by the Homeowners Association.

For purposes of these Covenants and Restrictions and for purposes of membership in the Fox Creek Homeowners Association, the term "lot" or "lot owner" shall refer to ownership of property constituting any lot, or lot of record, or portion thereof, under a single contiguous ownership whether owned by a trust, a partnership, a corporation, an individual or individuals, including ownership in tenancy, in common joint tenancy and tenancy by the entirety except as otherwise provided herein. Any developer and each such contractor or builder shall be entitled to one vote per lot owned and shall be assessed separately on each lot for payment of costs, fees and expenses of the Homeowners Association. The owner of owners of any individual duplex dwelling unit or multi-family dwelling unit shall be entitled to one vote in the matter of the Homeowners Association, provided, however, that if the single lot upon which a duplex or multi-family dwelling unit is located shall be under single ownership, then that lot shall be entitled to only one vote.

The Homeowners Association and the Developer shall be entitled to recover reasonable costs and attorney's fees incurred in the enforcement of these Covenants and Restrictions, or any other right or duty contained herein against any lot owner of record against whom enforcement of these restrictions is required. Each owner of a lot against whom enforcement is required shall be jointly and severally liable for reimbursement of costs and attorney's fees which shall become a lien against said owner's lot at the time of filing a notice of lien thereof in the office of the Recorder of Deeds, Sangamon County, Illinois.

14. DEVELOPER'S RIGHT AND DUTIES. Prior to the formation of the Homeowners Association, Developer shall be responsible for the maintenance and upkeep duties required by the Homeowners Association under these Covenants and Restrictions and may assess each lot subject to these Covenants and Restrictions for its pro rata share of such costs on a monthly, quarterly or annual basis as the Developer may deem appropriate, such assessment shall be based on a reasonable estimate of the cost of maintenance and upkeep. Funds shall be deposited by the Developer in a special account and used to defray costs arising out of the Developer's maintenance of the public areas, easements and appurtenances described herein. The Developer may make additional assessments on each lot as required as necessary to defray the costs of maintenance of the easements and public areas described herein. Upon request, Developer shall furnish any lot owner with information substantiating the amount of such assessment. After the formation of a Homeowners Association, the owner shall have one vote with respect to the conduct of the duties of said association for each lot of record to which the owner holds title at the time of any action or vote taken by the Homeowners Association.

15. ADDITIONAL PLATS.

A. The Developer, its successors and assigns, shall have the right, but shall not be required, to bring within the scheme of this declaration of Covenants and Restrictions, without consent of members, additional properties within the area described in Exhibits "B" and "C" attached hereto in future plats of development, provided that said additions are effected prior to January 1, 2015.

B. The additions authorized as provided herein shall be effected by the filing of a final plat or plats of subdivision from time to time in the office of the Recorder of Deeds of Sangamon County, Illinois describing such real property upon which final plat the Developer has placed language making the covenants, restrictions, easements, charges and liens herein set forth binding upon such platted property, whereupon said additions shall become annexed to the properties and become subject to the jurisdiction of the association.

C. Each lot owner, by acceptance of a deed to any part of the properties or by execution of a contract to purchase any part of the properties, thereby acknowledges, consents and approves any annexations of additional properties made as provided herein and thereby consents to the addition of purchases of properties within such annexed area as voting members of the association with all the rights, privileges and obligations of an owner and member pursuant hereto.

D. Developer reserves the right to file additional covenants or restrictions with each plat to the extent permitted by applicable ordinances of the Village of Chatham and to amend these restrictions to provide for the construction and sale of individual duplex units or individual multi-family dwelling units in future plats of Fox Creek Estates Subdivision provided within the area described in Exhibits "B" and "C". The owner or owners of any individual duplex dwelling unit or multi-family dwelling unit shall be entitled to one vote in the matters of the Homeowners Association, provided, however, that if the single lot upon which a duplex or multi-family dwelling unit is located shall be under single ownership, then that lot shall be entitled to only one vote.

16. SEVERABILITY. Invalidation of one of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants which shall remain in full force and effect. These Covenants and Restrictions shall run with the land and shall be binding, as amended from time to time, upon the Developer, the Homeowners Association, all lot owners of record and their successors, heirs and assigns.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the foregoing.

R.L.P. DEVELOPMENT COMPANY, INC. has caused this instrument to be executed on this _____ day of _____, 1994.

R.L.P. DEVELOPMENT COMPANY, INC., an Illinois corporation

(Corporate Seal)

By: _____
Its President

ATTEST:

By: _____
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____ the President and Secretary of R.L.P. DEVELOPMENT COMPANY, INC., personally known to me to be said officers, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed, sealed and delivered the foregoing instrument and caused the corporate seal of the corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, pursuant to the authority of its board of directors.

Given under my hand and notarial seal this _____ day of _____, 1994.

Notary Public

Prepared by and Return to:

James D. Kelly
PRESNEY, KELLY & PRESNEY
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

FOX CREEK ESTATES
PLAT NO. 1
LEGAL DESCRIPTION

Part of the South One Half of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Beginning at an iron pin marking the South One Quarter corner of the aforementioned Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 1683.76 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 316.91 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 1069.39 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 316.88 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 1760.97 feet to an iron pipe, thence South 00 degrees 02 minutes 10 seconds West a distance of 130.00 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 528.86 feet to an iron pipe, thence South 25 degrees 19 minutes 48 seconds East a distance of 73.72 feet to an iron pipe marking the beginning of a 360.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 12 degrees 52 minutes 28 seconds East and a distance of 155.28 feet to an iron pipe, thence South 00 degrees 25 minutes 15 seconds East a distance of 85.58 feet to an iron pipe marking the beginning of a 20.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 20 degrees 16 minutes 42 seconds East and a distance of 13.59 feet to a iron pipe, marking the beginning of a 45.00 foot radius curve to the right, thence Southerly along said curve having a long chord with a course of South 15 degrees 22 minutes 59 seconds West and a distance of 74.19 feet to an iron pipe, thence South 00 degrees 02 minutes 10 seconds West a distance of 115.82 feet to an iron pipe on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 1727.50 feet to the point of beginning. Said tract contains 40.148 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 89 degrees 57 minutes 40 seconds West along the section line.

EXHIBIT A

ZONED R-1

Part of the South Half of Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Beginning at a stone marking the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the Section line a distance of 950.62 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 1055.03 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 1385.93 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 1482.74 feet, thence North 00 degrees 04 minutes 41 seconds West a distance of 187.78 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 958.17 feet, thence North 00 degrees 38 minutes 39 seconds West a distance of 126.21 feet, thence South 89 degrees 58 minutes 50 seconds East a distance of 140.02 feet to a stone on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1415.82 feet to a point on the Westerly Right-of-Way Line of Illinois Route 4, thence South 00 degrees 27 minutes 37 seconds East along said right-of-way line a distance of 112.56 feet, to an iron pin, thence South 89 degrees 52 minutes 49 seconds East along said right-of-way line a distance of 56.88 feet to an iron pin, thence South 00 degrees 11 minutes 47 seconds East along said right-of-way line a distance of 43.89 feet to a right-of-way marker, thence South 13 degrees 55 minutes 30 seconds East along said right-of-way line a distance of 324.58 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 679.14 feet, thence North 81 degrees 05 minutes 28 seconds West a distance of 361.30 feet, thence South 46 degrees 27 minutes 05 seconds West a distance of 197.96 feet, thence South 87 degrees 55 minutes 08 seconds West a distance of 577.79 feet, thence South 63 degrees 24 minutes 54 seconds West a distance of 226.94 feet to the beginning of a 500.00 foot radius curve to the right, thence Southwesterly along said curve having a long chord with a course of South 34 degrees 19 minutes 51 seconds West and a distance of 222.74 feet to the beginning of 500.00 foot radius curve to the left, thence Southwesterly along said curve having a long chord with a course of South 23 degrees 37 minutes 07 seconds West and a distance of 400.07 feet, thence thence South 00 degrees 02 minutes 10 seconds West a distance of 1265.90 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 1431.25 feet, thence South 19 degrees 05 minutes 52 seconds East a distance of 45.00 feet, thence South 00 degrees 02 minutes 10 seconds West a distance of 115.82 feet to a point on the section line, thence North 89 degrees 56 minutes 16 seconds West along the section line a distance of 1727.50 feet to the Southwest corner of the Southeast quarter of said Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 2656.94 feet to the point of beginning. Said tract contains 157.618 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 00 degrees 06 minutes 45 seconds West along the section line.

ZONED R-1A (North)

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Beginning at a stone marking the Northwest corner of the East half of the Southeast quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 38 seconds East along the quarter section line a distance of 1328.28 feet to the Northwest corner of the Southwest quarter of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 38 minutes 39 seconds West a distance of 2641.69 feet to a point on the section line, thence South 89 degrees 58 minutes 38 seconds East along the section line a distance of 229.20 feet to a stone marking the South quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet to a stone, thence South 00 degrees 37 minutes 43 seconds East a distance of 2642.69 feet to a stone on the quarter section line, thence North 89 degrees 58 minutes 50 seconds West a distance of 140.02 feet, thence South 00 degrees 38 minutes 39 seconds East a distance of 126.21 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 958.17 feet, thence South 00 degrees 04 minutes 41 seconds East a distance of 187.78 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 1482.74 feet, thence South 00 degrees 02 minutes 10 seconds West a distance of 1385.93 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 1055.03 feet to a point on the section line, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 716.05 feet, thence North 89 degrees 55 minutes 36 seconds West a distance of 1326.25 feet to a point on the quarter, quarter section line, thence North 00 degrees 13 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 159.838 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 55 minutes 38 seconds East along the quarter section of the aforementioned Section 2.

6-22-94 RLC 9343231A.DOC

EXHIBIT B

ZONED R-1A (Southeast)

Part of the Southeast quarter of Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Commencing at the Southwest corner of the Southeast quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 1727.50 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 115.82 feet, thence North 19 degrees 05 minutes 52 seconds West a distance of 45.00 feet to the true point of beginning, thence North 89 degrees 57 minutes 50 seconds West a distance of 1431.25 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 315.32 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 1374.98 feet, thence South 25 degrees 19 minutes 48 seconds East a distance of 54.74 feet to the beginning of a 330.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 12 degrees 52 minutes 31 seconds East and a distance of 142.34 feet, thence South 00 degrees 25 minutes 15 seconds East a distance of 127.12 feet to the true point of beginning. Said tract contains 10.271 acres, more or less, all in the County of Sangamon, State of Illinois. Basis of bearing is South 89 degrees 58 minutes 16 seconds East along the section line.

6-22-94 RLC 934321A.DOC

EXHIBIT B

ZONED R-2

Part of the Southeast Quarter of Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Commencing at the Southwest corner of the Southeast quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 1727.50 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 115.82 feet, thence North 19 degrees 05 minutes 52 seconds West a distance of 45.00 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 1431.25 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 315.32 feet to the true point of beginning, thence continuing North 00 degrees 02 minutes 10 seconds East a distance of 950.58 feet to the beginning of a 500.00 foot radius curve to the right, thence Northeasterly along said curve having a long chord with a course of North 21 degrees 33 minutes 36 seconds East and a distance of 366.89 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 122.24 feet, thence South 16 degrees 15 minutes 10 seconds West a distance of 424.02 feet to the beginning of a 1000.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 75 degrees 11 minutes 30 seconds East and a distance of 297.24 feet, thence South 23 degrees 21 minutes 19 seconds West a distance of 210.00 feet to the beginning of a 790.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 53 degrees 22 minutes 40 seconds East and a distance of 362.59 feet, thence South 00 degrees 58 minutes 53 seconds West a distance of 80.00 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 144.40 feet to the beginning of a 100.00 foot radius curve to the left, thence Northeasterly along said curve having a long chord with a course of North 68 degrees 41 minutes 22 seconds East and a distance of 72.60 feet, thence South 42 degrees 39 minutes 27 seconds East a distance of 30.00 feet, thence South 00 degrees 02 minutes 10 seconds West a distance of 324.45 feet, thence North 68 degrees 57 minutes 50 seconds West a distance of 865.10 feet to the true point of beginning. Said tract contains 13.638 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 58 minutes 16 seconds East along the section line.

6-22-94 RLC 93432R2.DOC

ZONED B-1

Part of the Southeast Quarter Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Commencing at the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 1727.50 feet to the true point of beginning, thence North 00 degrees 02 minutes 10 seconds East a distance of 115.82 feet, thence North 19 degrees 05 minutes 52 seconds West a distance of 45.00 feet, thence North 00 degrees 25 minutes 15 seconds West a distance of 127.12 feet to the beginning of a 330.00 foot radius curve to the left, thence Northwesterly along said curve having a long chord with a course of North 12 degrees 52 minutes 31 seconds West and a distance of 142.34 feet, thence North 25 degrees 19 minutes 42 seconds West a distance of 54.74 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 509.66 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 324.45 feet, thence North 42 degrees 39 minutes 27 seconds West a distance of 30.00 feet to the beginning of a 100.00 foot radius curve to the right, thence Southwesterly along said curve having a long chord with a course of South 68 degrees 41 minutes 22 seconds West and a distance of 72.60 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 144.40 feet, thence North 00 degrees 58 minutes 53 seconds East a distance of 60.00 feet to the beginning of a 790.00 foot radius curve to the left, thence Northwesterly along said curve having a long chord with a course of North 53 degrees 22 minutes 40 seconds West and a distance of 362.59 feet, thence North 23 degrees 21 minutes 19 seconds East a distance of 210.00 feet to the beginning of a 1000.00 foot radius curve to the left, thence Northwesterly along said curve having a long chord with a course of North 75 degrees 11 minutes 30 seconds West and a distance of 297.24 feet, thence North 16 degrees 15 minutes 10 seconds East a distance of 424.02 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 122.24 feet to the beginning of a 500.00 foot radius curve to the right, thence Northeasterly along said curve having a long chord with a course of North 45 degrees 08 minutes 33 seconds East and a distance of 35.92 feet to the beginning of a 500.00 foot radius curve to the left, thence Northeasterly along said curve having a long chord with a course of North 34 degrees 19 minutes 51 seconds East and a distance of 222.74 feet, thence North 63 degrees 24 minutes 34 seconds East a distance of 236.94 feet, thence North 87 degrees 55 minutes 06 seconds East a distance of 577.79 feet, thence North 46 degrees 27 minutes 05 seconds East a distance of 197.96 feet, thence South 00 degrees 20 minutes 42 seconds West a distance of 437.56 feet, thence South 89 degrees 39 minutes 18 seconds East a distance of 247.67 feet to an iron pin, thence South 00 degrees 25 minutes 26 seconds East a distance of 418.42 feet to an iron pin, thence South 00 degrees 25 minutes 05 seconds East a distance of 512.34 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 112.45 feet to the beginning of a 1000.00 foot radius curve to the right, thence Northwesterly along said curve having a long chord with a course of North 85 degrees 00 minutes 54 seconds West and a distance of 137.84 feet to the beginning of a 330.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 13 degrees 37 minutes 10 seconds East and a distance of 133.96 feet, thence South 25 degrees 19 minutes 48 seconds East a distance of 248.26 feet, thence South 89 degrees 57 minutes 50 seconds East a

distance of 428.34 feet, thence South 00 degrees 02 minutes 10 seconds West a distance of 404.23 feet, thence South 89 degrees 58 minutes 16 seconds East a distance of 425.54 feet to a point on the Westerly Right-of-Way Line of Illinois Route 4, thence South 00 degrees 21 minutes 49 seconds West along said right-of-way line a distance of 115.02 feet to an iron pin on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 757.40 feet to the true point of beginning. Said tract contains 40.135 acres, more or less, all in the County of Sangamon, State of Illinois. Basis of bearing is South 89 degrees 58 minutes 16 seconds East along the section line.

6-28-94 RLC 9343281.DOC

EXHIBIT B

ZONED B-2

Part of the Southeast Quarter of Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Commencing at the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 56 minutes 16 seconds East along the section line a distance of 2060.02 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 115.02 feet to the true point of beginning, thence continuing North 00 degrees 02 minutes 10 seconds East a distance of 519.25 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 426.34 feet, thence North 25 degrees 19 minutes 46 seconds West a distance of 246.26 feet to the beginning of a 330.00 foot radius curve to the right, thence Northwesterly along said curve having a long chord with a course of North 13 degrees 37 minutes 10 seconds West and a distance of 133.96 feet to the beginning of a 1000.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 86 degrees 00 minutes 54 seconds East and a distance of 137.64 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 941.20 feet to a point on the Westerly Right-of-Way Line of Illinois Route 4, thence South 02 degrees 19 minutes 32 seconds West along said right-of-way line a distance of 66.28 feet to a right-of-way marker, thence South 00 degrees 07 minutes 46 seconds East along said right-of-way line a distance of 103.30 feet to a right-of-way marker, thence South 00 degrees 26 minutes 07 seconds East along said right-of-way line a distance of 168.91 feet to an iron pin, thence South 04 degrees 27 minutes 42 seconds West along said right-of-way line a distance of 276.60 feet to a right-of-way marker, thence South 00 degrees 20 minutes 48 seconds East along said right-of-way line a distance of 104.64 feet, thence North 89 degrees 16 minutes 16 seconds West along said right-of-way line a distance of 64.93 feet to an iron pin, thence South 00 degrees 21 minutes 49 seconds West along said right-of-way line a distance of 26.93 feet, thence North 89 degrees 56 minutes 16 seconds West a distance of 425.54 feet to the true point of beginning. Said tract contains 12.642 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 69 degrees 53 minutes 16 seconds East along the section line.

6-26-94 RLC 934392.000

EXHIBIT B

ZONED 1-1 (North)

Part of the Southeast Quarter of Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows :

Commencing at the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 2060.02 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 519.25 feet, thence North 89 degrees 57 minutes 19 minutes 48 seconds West a distance of 428.34 feet, thence North 25 degrees 19 minutes 48 seconds West a distance of 248.26 feet to the beginning of a 330.00 foot radius curve to the right, thence Northwesterly along said curve having a long chord with a course of North 13 degrees 37 minutes 10 seconds West and a distance of 133.96 feet to the beginning of a 1000.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 86 degrees 00 minutes 54 seconds East and a distance of 137.84 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 112.45 feet, thence North 00 degrees 25 minutes 05 seconds West a distance of 512.84 feet to an iron pin, thence North 00 degrees 25 minutes 28 seconds West a distance of 418.42 feet to an iron pin marking the true point of beginning, thence North 89 degrees 39 minutes 16 seconds West a distance of 247.67 feet, thence North 00 degrees 20 minutes 42 seconds East a distance of 437.56 feet, thence South 81 degrees 05 minutes 26 seconds East a distance of 361.30 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 679.14 feet to a point on the Westerly Right-of-Way Line of Illinois Route 4, thence South 13 degrees 55 minutes 30 seconds East along said right-of-way line a distance 66.22 feet to a right-of-way marking, thence South 00 degrees 55 minutes 56 seconds East along said right-of-way line a distance of 99.29 feet to an iron pin, thence South 11 degrees 23 minutes 02 seconds East along said right-of-way line a distance of 102.06 feet to an iron pin, thence South 00 degrees 46 minutes 40 seconds East along said right-of-way line a distance of 104.66 feet to an iron pin, thence North 69 degrees 39 minutes 18 seconds West a distance of 834.80 feet to the true point of beginning. Said tract contains 9.638 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 58 minutes 16 seconds East along the section line.

6-23-94 RLC 9343211N.DOC

ZONED 1-1 (South)

Part of the Southeast Quarter of Section 1 in Township 14 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

Commencing at the Southwest corner of the Southeast Quarter of the aforementioned Section 1, thence South 89 degrees 58 minutes 16 seconds East along the section line a distance of 2060.02 feet, thence North 00 degrees 02 minutes 10 seconds East a distance of 519.25 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 428.34 feet, thence North 25 degrees 19 minutes 48 seconds West a distance of 248.26 feet to the beginning of a 330.00 foot radius curve to the right, thence Northwesterly along said curve having a long chord with a course of North 13 degrees 37 minutes 10 seconds West and a distance of 133.96 feet to the beginning of a 1000.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 86 degrees 00 minutes 54 seconds East and a distance of 137.84 feet, thence South 89 degrees 57 minutes 50 seconds East a distance of 112.45 feet to the true point of beginning, thence North 00 degrees 25 minutes 05 seconds West a distance of 512.64 feet to an iron pin, thence South 89 degrees 42 minutes 08 seconds East a distance of 417.03 feet to an iron pin, thence South 00 degrees 27 minutes 41 seconds East a distance of 208.76 feet to an iron pin, thence South 89 degrees 39 minutes 39 seconds East a distance of 417.47 feet to iron pin on the Westerly Right-of-Way Line of Illinois Route 4, thence South 00 degrees 33 minutes 30 seconds East along said right-of-way line a distance of 168.42 feet to a right-of-way marker, thence South 02 degrees 19 minutes 32 seconds West along said right-of-way line a distance of 131.66 feet, thence North 89 degrees 57 minutes 50 seconds West a distance of 626.75 feet to the true point of beginning. Said tract contains 7.760 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 58 minutes 16 seconds East along the section line.

6-23-94 RLC 93432115.DOC

EXHIBIT B

FOX CREEK ESTATES SUBDIVISION
PROPOSED FUTURE ADDITIONS

Part of Section 1 and part of the East Half of the Southeast Quarter of Section 2, all in Township 14 North, Range 6 West of the Third Principal Meridian; described more particularly as follows:

Beginning at a stone marking the Northwest corner of the East Half of the Southeast Quarter of the aforementioned Section 2, thence South 89 degrees 55 minutes 38 seconds East along the quarter section line a distance of 1328.28 feet to the Northwest corner of the Southwest quarter of the aforementioned Section 1, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 2400.80 feet, thence North 00 degrees 38 minutes 39 seconds West a distance of 2641.69 feet to a point on the section line, thence South 89 degrees 58 minutes 38 seconds East along the section line a distance of 229.20 feet to a stone marking the South Quarter corner of Section 36, Township 15 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 59 minutes 42 seconds East along the section line a distance of 1009.20 feet to a stone, thence South 00 degrees 37 minutes 43 seconds East a distance of 2642.69 feet to a stone on the quarter section line, thence South 89 degrees 57 minutes 11 seconds East along the quarter section line a distance of 1415.82 feet, thence South 00 degrees 27 minutes 37 seconds East a distance of 112.56 feet to an iron pin, thence South 89 degrees 52 minutes 49 seconds East a distance of 56.88 feet to an iron pin, thence South 00 degrees 11 minutes 47 seconds East a distance of 43.89 feet to a Right-of-Way Marker, marking the Westerly Right-of-Way Line of Illinois Route 4, thence South 13 degrees 55 minutes 30 seconds East along the said right-of-way line a distance of 410.80 feet to a Right-of-Way Marker, thence South 00 degrees 55 minutes 55 seconds East along said right-of-way line a distance of 99.29 feet to an iron pin, thence South 11 degrees 23 minutes 02 seconds East along said right-of-way line a distance of 102.06 feet to an iron pin, thence South 00 degrees 46 minutes 40 seconds East along said right-of-way line a distance of 104.68 feet to an iron pin, thence 89 degrees 39 minutes 18 seconds West a distance of 834.80 feet to iron pin, thence South 00 degrees 25 minutes 28 seconds East a distance of 418.42 feet to an iron pin, thence South 89 degrees 42 minutes 08 seconds East a distance of 417.05 feet to an iron pin, thence South 00 degrees 27 minutes 41 seconds East a distance of 208.76 feet to an iron pin, thence South 89 degrees 39 minutes 39 seconds East a distance of 417.47 feet to an iron pin on the aforementioned right-of-way line, thence South 00 degrees 33 minutes 30 seconds East along the aforementioned right-of-way line a distance of 168.42 feet to a Right-of-Way Marker on the aforementioned right-of-way line, thence South 02 degrees 19 minutes 32 seconds West along the aforementioned right-of-way line a distance of 199.93 feet to a Right-of-Way Marker on the aforementioned right-of-way line, thence South 00 degrees 07 minutes 46 seconds East along aforementioned right of way line a distance of 103.30 feet to a Right-of-Way Marker on said right-of-way line, thence South 00 degrees 28 minutes 07 seconds East along said right-of-way line a distance of 168.91 feet to an iron pin on said right-of-way line, thence South 04 degrees 27 minutes 42 seconds West along said right-of-way line a distance of 278.80 feet to a Right-of-Way Marker on the right-of-way line, thence South 00 degrees 20 minutes 48 seconds East along said right-of-way line a distance of 104.64 feet, thence North 89 degrees 16 minutes 16 seconds West a distance of 64.95 feet to an iron pin, thence South 00 degrees 21 minutes 49 seconds West a distance of 141.95 feet to an iron pin on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 2484.90 feet to an iron pin marking the Southwest corner of the Southeast Quarter of Section 1, Township 14 North, Range 6 West of the Third Principal Meridian, thence North 89 degrees 57 minutes 40 seconds West along said section line a distance of 2656.94 feet to a stone marking the Southwest corner of the aforementioned Section 1, thence North 00 degrees 06 minutes 45 seconds West along the section line a distance of 1666.67 feet, thence North 89 degrees 55 minutes 38 seconds West a distance of 1326.25 feet, thence North 00 degrees 13 minutes 50 seconds West along the quarter, quarter section line a distance of 984.60 feet to the point of beginning. Said tract contains 411.760 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is South 89 degrees 55 minutes 38 seconds East along the quarter section line.

Excepting the following tract, described more particularly as follows:

Part of the South One Half of Section 1, Township 17 North, Range 6 West of the Third Principal Meridian, described more particularly as follows:

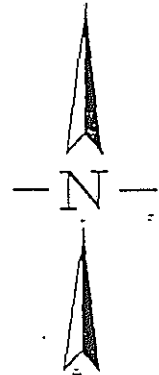
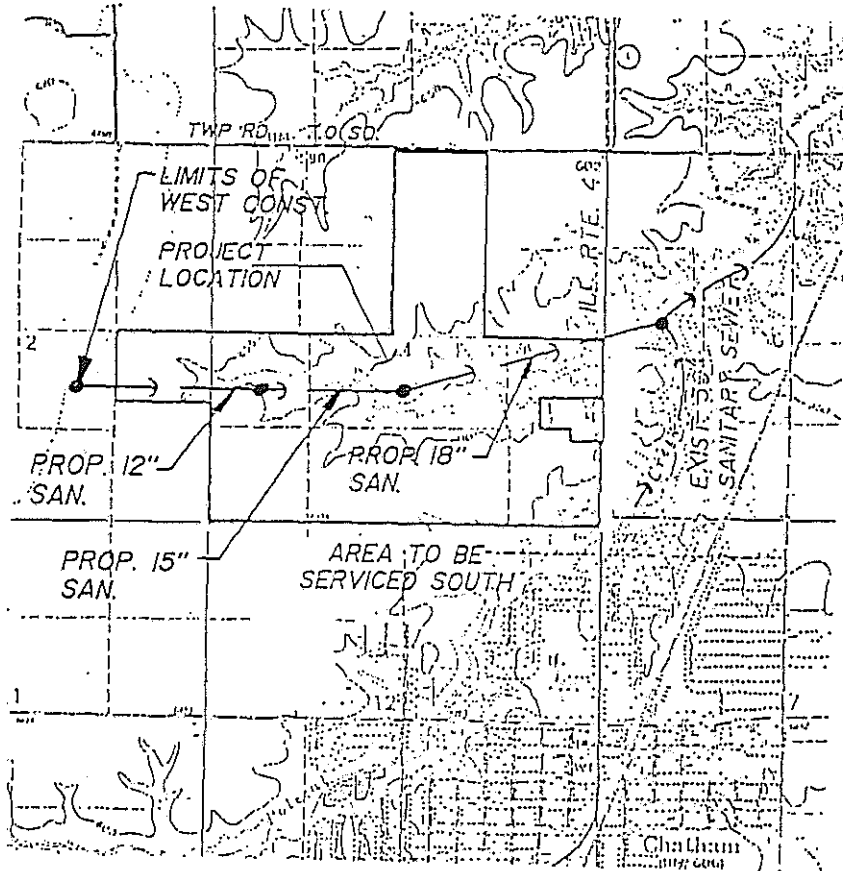
Beginning at an iron pin marking the South One Quarter corner of the aforementioned Section 1, thence North 89 degrees 57 minutes 40 seconds West along the section line a distance of 1683.76 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 316.91 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 1069.39 feet to an iron pipe, thence North 00 degrees 02 minutes 10 seconds East a distance of 316.88 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 1760.97 feet to an iron pipe, thence South 00 degrees 02 minutes 10 seconds West a distance of 130.00 feet to an iron pipe, thence South 89 degrees 57 minutes 50 seconds East a distance of 528.86 feet to an iron pipe, thence South 25 degrees 19 minutes 48 seconds East a distance of 73.72 feet to an iron pipe marking the beginning of a 360.00 foot radius curve to the right, thence Southeasterly along said curve having a long chord with a course of South 12 degrees 52 minutes 28 seconds East and a distance of 155.28 feet to an iron pipe, thence South 00 degrees 25 minutes 15 seconds East a distance of 85.58 feet to an iron pipe marking the beginning of 20.00 foot radius curve to the left, thence Southeasterly along said curve having a long chord with a course of South 20 degrees 16 minutes 42 seconds East and a distance of 13.59 feet to an iron pipe, marking the beginning of a 45.00 foot radius curve to the right, thence Southerly along said curve having a long chord with a course of South 15 degrees 22 minutes 59 West and a distance of 74.19 feet to an iron pipe, thence South 00 degrees 02 minutes 10 seconds West a distance of 115.82 feet to an iron pipe on the section line, thence North 89 degrees 58 minutes 16 seconds West along the section line a distance of 1727.50 feet to the point of beginning. Said tract contains 40.148 acres, more or less, all in the County of Sangamon, State of Illinois.

Basis of bearing is North 89 degrees 57 minutes 40 seconds West along the section line.

EXHIBIT C

LOCATION MAP FOR FOX CREEK ESTATES

SANITARY TRUNK SEWER



SCALE : 1" = 2000'

OWNER / DEVELOPER

R.L.P. DEVELOPMENT
514 E. VANDALIA ST.
EDWARDSVILLE, IL 62025
(618) 656-1514

CONTACT PERSON :
ROBERT PLUMMER

ENGINEER / LAND SURVEYOR

GREENE & BRADFORD, INC.
3501 CONSTITUTION DRIVE
SPRINGFIELD, IL 62707
(217) 793-8844

AREA TO BE DEVELOPED
± 411.8 ACRES



GREENE & BRADFORD, INC.
OF SPRINGFIELD

CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62707
(217) 793-8844, (217) 793-6227 FAX

| | |
|-------------------|-------------|
| DATE | 06/27/94 |
| DRAWN | CRUM |
| PROJ. NO. | 93-432 |
| FIELD BOOK | |
| COMPUTER FILE NO. | 93432SLM-10 |

EXHIBIT J