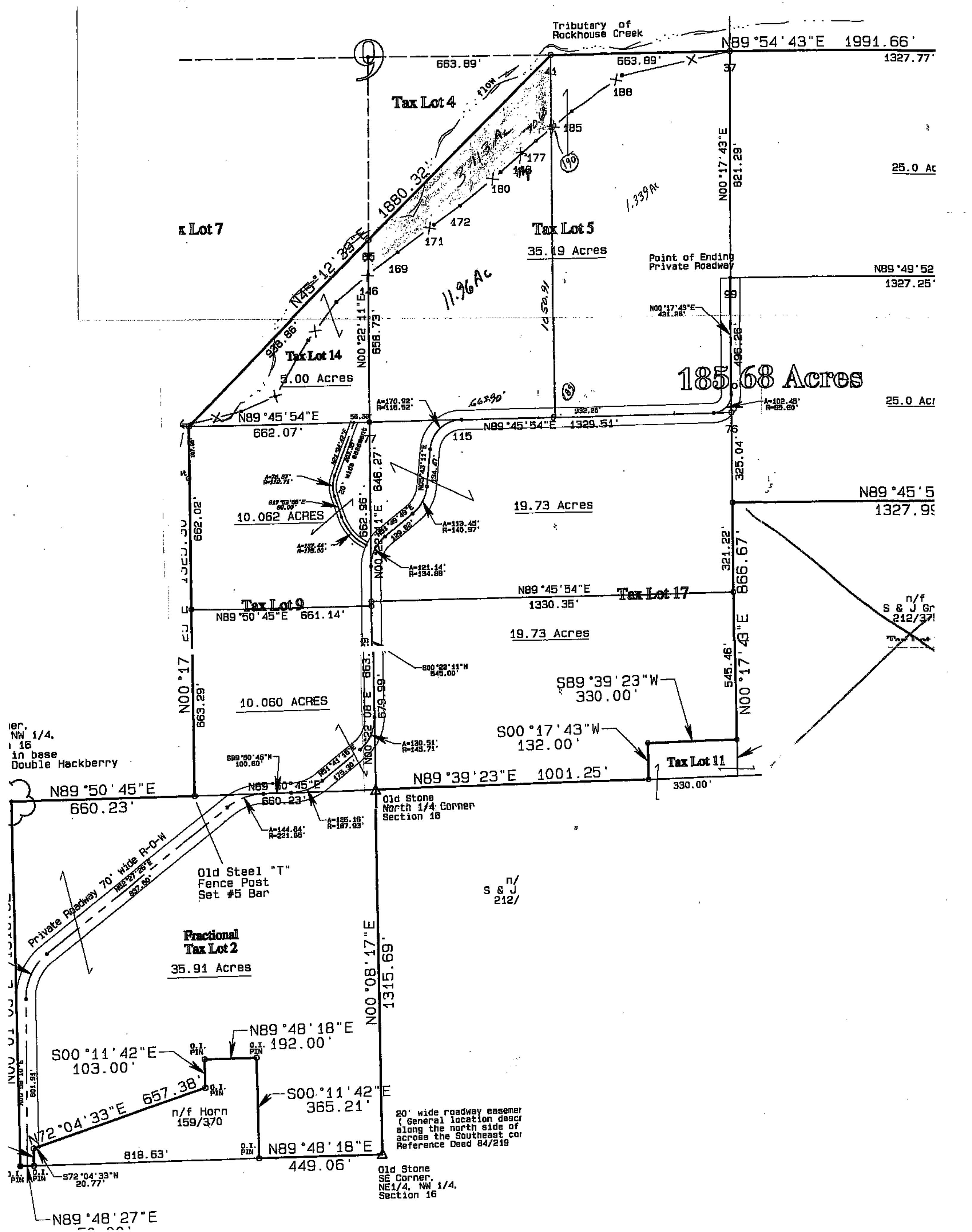
Tributary of Rockhouse Creek
N89°54'43"E 1991.66'
1327.77'
663.89'
663.89'
Tax Lot 4
flow
1880.32'
N45°12'39"E
926.86'
Tax Lot 7
Tax Lot 5
35.19 Acres
3.113 Ac
1.339 Ac
11.96 Ac
N00°22'11"E
658.73'
N00°17'43"E
821.29'
25.0 Ac
Point of Ending Private Roadway
N89°49'52
1327.25'
N00°17'43"E 431.28'
496.26'
185.68 Acres
Tax Lot 14
5.00 Acres
N89°45'54"E
662.07'
N89°45'54"E 1329.51'
932.28'
25.0 Acres
20' wide easement
10.062 ACRES
646.27'
662.96'
19.73 Acres
N89°45'5
1327.99
325.04'
321.22'
866.67'
662.02'
N89°45'54"E
1330.35'
Tax Lot 17
Tax Lot 9
N89°50'45"E 661.14'
19.73 Acres
n/f S & J Gr 212/37
S00°22'11"W 545.00'
N00°17
663.29'
10.060 ACRES
N00°22'08"E
679.99'
S89°39'23"W
330.00'
S00°17'43"W
132.00'
545.46'
N00°17'43"E
Tax Lot 11
330.00'
N89°39'23"E 1001.25'
S89°50'45"W 100.60'
N89°50'45"E
660.23'
N89°50'45"E
660.23'
Old Stone North 1/4 Corner Section 16
NW 1/4, 16 in base Double Hackberry
Private Roadway 70' wide R-O-W
N62°27'26"E 337.50'
Old Steel "T" Fence Post Set #5 Bar
n/ S & J 212/
Fractional Tax Lot 2
35.91 Acres
N00°08'17"E
1315.69'
N89°48'18"E
192.00'
S00°11'42"E
103.00'
O.I. PIN
N72°04'33"E 657.38'
S00°11'42"E
365.21'
n/f Horn 159/370
20' wide roadway easement (General location desc along the north side of across the Southeast cor Reference Deed 84/219
818.63'
N89°48'18"E
449.06'
S72°04'33"W 20.77'
Old Stone SE Corner, NE1/4, NW 1/4, Section 16
N89°48'27"E

282235

DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL

RECORDED ON
11/14/2003 03:30:21PM

REC FEE: $44.00
PAGES: 25

BOOK______PAGE______

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 22nd day of October, 2003, by RICHARD BALZER, as trustee under a trust agreement dated April 11, 1981, hereinafter referred to as "Declarant", WITNESSETH:

WHEREAS, Declarant is the owner of the real estate described in Exhibit "A" attached hereto; and

WHEREAS, Declarant intends to sell the above-described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of said land, for the benefit of and enforceable by its future owners.

NOW, THEREFORE, in consideration of the mutual advantages to accrue to the Declarant, and to the future owners of the parcels to be conveyed from the subject premises, there is hereby imposed upon each parcel of the subject premises the following easements, conditions, restrictions, reservations and limitations.

1. RESTRICTION PERIOD. These restrictions are to run with the land and shall be binding on all parties and all persons

claiming under them for a period of twenty (20) years from the date when these covenants are recorded, after which time said covenants shall be automatically extended for continuing successive periods of ten (10) years each, unless at any time an instrument signed by the owners of fifty-one percent (51%) or more of the tracts conveyed out of the Exhibit "A" real estate by the Declarant has been recorded, agreeing to change said covenants in whole or in part or agreeing to terminate the same. Declarant anticipates conveying ten (10) tracts out of the Exhibit "A" real estate; said tracts being depicted on a Plat of Survey recorded as Document No. 282234 in Plat Envelope 2-170B in the Recorder's Office, Monroe County, Illinois. Note: Declarant may convey any or all of the tracts in a configuration, size or number other than as depicted on the aforesaid Plat of Survey.

2. FULLY PROTECTED RESIDENTIAL AREA. All of the aforesaid tracts in this subdivision shall be used exclusively for residential purposes only and for agricultural purposes to the extent of field crops and pasture land. Only one single-family dwelling may be built upon any such lot. The rendering of commercial services, or the sale or manufacture of products from any structure thereon, is prohibited. Notwithstanding the foregoing, livestock in the nature of cattle may be raised with a limit of one head for every two acres of land per tract, and there is no limit on the number of horses or ponies. No swine shall be kept on any tract.

3. <u>BUILDING LOCATIONS</u>.

a. No building or structure, or any part thereof, may be erected or maintained in a space closer than one hundred (100) feet from the seventy (70) foot wide roadway and utility easement which adjoins or crosses all but one of the anticipated individual tracts.

b. No buildings or structure, or any part thereof, may be erected or maintained nearer than fifty (50) feet to any property line.

c. For the purpose of this covenant, eaves, porches, and steps shall not be considered to be a part of a building.

4. <u>BUILDING SIZE, TYPE OF CONSTRUCTION AND QUALITY.</u>

a. All homes must contain the following minimum square footage, not including garages, porches, breezeways, verandas and terraces:

(1) Ranch style, one floor - 1800 square feet;

(2) Split foyer, split level or tri-level - 2200 square feet; and

(3) One and one-half story or two-story - 2200 square feet.

b. No mobile homes or modular homes are permitted;

c. No carports are permitted on any residence or parcel within the Exhibit "A" real estate.

5. <u>ACCESSORY BUILDINGS</u>. Appropriate accessory buildings, compatible with the permitted use, and style of the dwelling shall be permitted.

The exterior of any accessory building shall not be constructed out of used materials.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any tract at any time as a residence, either temporarily or permanently, nor shall any person dwell in any structure which is 85% or less completed. State of completion shall be determined by Declarant.

7. PRIVATE SEWAGE SYSTEMS. All of the private sewage systems shall be built and maintained in compliance with good engineering practice and within state and local regulations. Said systems shall be maintained in such a manner that the flow shall not violate Monroe County Health Department or other appropriate governmental entity regulations, nor become a nuisance. Aeration systems should have an annual maintenance contract showing the system is working properly, or whatever the Monroe County Health Department recommends.

8. EASEMENTS.

A. The land described in Exhibit "B" attached hereto is hereby declared to be subject to the following easements, and such easements are hereby established and granted for the benefit of the Exhibit "A" real estate. Easements for installation and maintenance of public and quasi-public utilities, and ingress and egress are to be reserved and/or granted across the various individual parcels to serve all of the parcels to be conveyed out of the Exhibit "A" real estate. Such easement is hereby created and granted to benefit the real estate described in Exhibit "A" and all subdivided parts thereof and shall not be extended to benefit any real estate outside of such Exhibit "A" parcel. Utilities include but are not limited to electric, water, sewer, gas, telephone, and cable television. Within these easements the Declarant reserves the exclusive control of all the easements to be used for public or quasi-public, or private utilities, and sewer systems. The Declarant shall have the exclusive power to grant to others the right to install and maintain in, over, under and along said easements, mains, pipes, lines and other means for transmission of water, gas, electricity, telephone service, cable television service and other public, quasi-public or private utilities and for sewer purposes, for the benefit of all or some of the parcels to be conveyed out of the Exhibit "A" real estate and the owners of the parcels therein. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the tract except for those improvements for which a public authority or utility company is responsible.

B. The land described in Exhibit "C" attached hereto is subject to a non-exclusive easement for ingress and egress and for the installation, maintenance and replacement of public and quasi-public utility purposes for the benefit of a tract of land located North thereof and described in Exhibit "D" attached hereto, and for the benefit of the parcel of land which includes the Exhibit "C" tract. The Declarant's grantee of the underlying fee of such Exhibit "C" tract shall construct a rock roadway across the entire length of the Exhibit "C" for the benefit of the Exhibit "C" tract. Thereafter, once the Declarant has conveyed the Exhibit "D" tract, the grantee of such Exhibit "D" tract shall be responsible for the normal expenses of maintaining the rock driveway upon such Exhibit "C" tract.

9. ROAD MAINTENANCE. The owners of the various tracts shall be responsible for the maintenance of the 70 foot private roadway easement constructed upon the Exhibit "B" real estate as follows:

A. The owners of each tract shall share on a proportional basis under the formula set forth hereinafter the labor, machinery, and material expenses incurred in connection with maintaining and/or improving the private roadway constructed upon the 70 foot easement described on Exhibit "B" and any part thereof. Maintaining said roadway shall include, but shall not be limited to, rocking, blading, snow removal, weed control, grass mowing, removal of overhanging tree branches, and such other actions as are deemed appropriate in maintaining and/or improving the aforesaid roadway.

B. The proportional division of expenses to be paid by the respective tract owners shall be based upon the following formula:

1) Each tract owner shall pay a fractional share for each residence he or she owns on one or more of the tracts divided from the Exhibit "A" real estate, or any part thereof, based upon the distance traveled along the said private roadway to a point which is approximately at the half-way point of the tract's frontage along the said 70 foot easement. (Note: Where a tract has frontage substantially along two sides of the tract, the distances are only measured on the side closest to the most Southerly point of the Exhibit "B" real estate, and where a tract has frontage on both sides of the Exhibit "B" real estate, the distance has been calculated only on the side of the road with the greatest acreage. In addition, the distances for the Exhibit "D" real estate and for the North ½ of Tax Lot 9 tracts

have been calculated at the point of intersection of the easement on Exhibit "C" with the said Exhibit "B" 70 foot easement.)

2) The common private roadway to be maintained and/or improved shall terminate at the most Northerly point of the Exhibit "B" real estate.

3) There shall be calculated for each tract the distance traveled along the common private roadway from the most Southerly point of the Exhibit "B" real estate to the above-referenced mid-point along said roadway. The distance traveled for each tract shall be calculated, and the respective distance for a particular tract shall be used as the numerator in determining the owner of said tract's fractional share of the expenses due hereunder.

4) There shall be calculated a sum total of the said private roadway distances traveled for all of the tracts for determining the denominator of each tract owner's respective fractional share of the expenses due hereunder. For each particular tract, the owner's fractional share of such expenses shall be determined by dividing the numerator for the respective tract by the denominator determined for all of the tracts.

5) The following distances and percentages shall be used for the initial percentage shares of the respective tracts

subject to revision in the event two or more tracts become owned by the same property owners without more than one residence being built on the said tracts in total:

Tract Number	Distance Traveled	Percentage Share
1-Tract 1 (Frtnl T.L. #2)	884.89′	2.77%
2-South ½ T.L. #9 (approx. 10 acres)	2,236.34′	6.99%
3-North ½ T.L. #9 (approx. 10 acres)	2,809.03′	8.79%
4-South ½ Tract #3 (Pt. T.L. #17)	2,493.4′	7.80%
5-North ½ Tract #3 (Pt. T.L. #17)	3,109.53′	9.73%
6-Tract 6 T.L. #14 (5 acres)	2,809.03′	8.79%
7-South ½ T.L. #18 (25 acres)	4,766.48′	14.91%
8-North ½ T.L. #18 (25 acres)	4,982.11′	15.58%
9-West side of T.L. #5 (10 acres)	3,592.13′	11.23%
10-East side of T.L. #5 (Approx. 25.19 acres-residual)	4,288.12′	13.41%
TOTAL	31,971.06	100.000%

6) In the event that any additional tracts are created by the subdivision of any of the above-described tracts, the owners of such new tracts shall also be responsible to share

the expenses of maintenance set forth herein with the proportional share of the new tract determined by the same method set forth above. Such additional tracts shall result in a proportionate reduction in the shares paid by the remaining property owners who are subject to these covenants, conditions and restrictions.

C. Notwithstanding the foregoing, any real estate retained by the Declarant shall not be subject to any road maintenance costs beyond December 31, 2005, and shall never be subject to any road maintenance expenses in the nature of snow removal. Therefore, the above-designated percentage shares shall be adjusted accordingly to delete any of Declarant's tracts so long as Declarant retains ownership of a tract or tracts and is not liable for paying such maintenance costs.

D. All decisions pertaining to road maintenance shall be determined by a committee comprised of one voting representative from each tract subject to these covenants, conditions and restrictions. Such committee shall meet at least once per year with such meeting to be held on the second Sunday of January at 2:00 P.M. at the residence of the current President of the committee, or at such other times and locations agreed upon by the owners of a majority of such tracts. The committee shall elect a President and a Treasurer, at the annual meeting who shall serve until the next annual meeting or until replaced by the subsequent vote of the owners of a majority of the tracts, whichever event occurs first. Special meetings may be called from time to time by the owners of a majority of such tracts upon providing written notice of the time, place, and reason for the special meeting mailed to the residence address of all property owners who are parties hereto at least seven (7) days in advance of such special meeting date, however, the President may call an emergency special meeting with 24-hour advance, oral notice given to all parties hereto where the roadway is impassable or otherwise dangerous for travel. In voting upon decisions pertaining to such road maintenance, the owners of each tract which is required to pay a fractional share of the expenses hereunder shall be provided one vote for each of their assessed tracts. A majority of the votes cast in such committee meetings shall be the decision of such committee, and shall be binding upon all property owners who are subject to these covenants, conditions and restrictions.

E. The committee shall set an annual schedule of labor and machinery reimbursement rates at the annual meeting for those expenditures that are foreseen, and shall establish the total annual assessment amount due from the property owners for road maintenance hereunder at the same meeting. Additional assessments may be adopted by the committee at any special meeting during the year for unforeseen expenditures. The Treasurer shall mail to all property owners who are parties hereto a statement as to the total assessment voted upon by the committee, and the respective property owner's share of such assessments. Such annual assessments shall be due in two installments of one-half (1/2) of the total assessment each; the first installment due on or before March 1st and the second installment due on or before September 1st of that calendar year. Included in such notice shall be the name of the Treasurer who was elected to maintain the financial records and accounts of the committee for that calendar year, and who is to receive the paid assessment. Special assessments shall be due on or before thirty (30) days after the date the Treasurer has mailed written notice of such assessment to the respective property owners. Any assessment which is due and owing, but unpaid after the due dates of such assessment, shall draw interest from the date it is first overdue at the highest legal rate permitted under the laws of the State of Illinois. The Treasurer shall keep the collected assessments in a federally-insured bank account and shall pay the reasonable expenses of maintenance and improvements as submitted to the Treasurer by the President.

F. Each assessment shall constitute a lien on each assessed tract. If such assessment is not timely paid by the due date set forth hereunder, the committee of property owners shall have the right to:

a. Record a statement of lien with the Recorder of Deeds, Monroe County, Illinois;

b. Institute suit against owners for all amounts due; and

c. Foreclose upon the lien as in the case of other liens.

If the committee fails to pursue the collection of any assessment after a reasonable time, then any other party hereto may do the same for the benefit of such committee.

G. In case any assessment is not paid when due, then in addition to the amount of said assessment and interest thereon, all costs, attorney's fees, and expenses of whatever kind incident to enforcing and collecting said assessment shall also be a lien upon the tract involved and enforceable as such.

H. The President of the committee shall be responsible for entering agreements for labor, equipment and materials when necessary for maintaining or improving said private roadway, and for directing the Treasurer to pay the reasonable expenses incurred under such agreements. The President shall have the right to unilaterally contract for snow-removal services on behalf of the committee when the President reasonably believes there is an approximate depth of four inches or more of snow on the private roadway. In other instances, the President shall obtain the consensus of the owners of a majority of the assessment-paying tracts hereunder before entering any improvement or maintenance agreements on behalf of the committee.

10. DRAINAGE. Nothing shall be done on any tract in the Exhibit "A" real estate that causes an interference with surface water drainage from an adjacent tract so as to interfere with the proper surface water drainage of any part of the Exhibit "A" real estate, without prior approval of the Declarant.

11. RESUBDIVISION/ACCESS. No grantee, or any heir, successor, or assign, of a grantee shall further subdivide any parcel in any way without the written approval of the then owners of seventy-five percent (75%) of the tracts originally conveyed by the Declarant out of the Exhibit "A" real estate. However, this restriction shall not apply to the Declarant prior to the initial sale of said tracts, and shall not apply to conveyances between adjacent land owners of tracts within the Exhibit "A" real estate. No parcel shall be used as access to any adjoining real estate which is not included within the Exhibit "A" real estate without written approval of Declarant.

12. OWNER'S OBLIGATION TO REBUILD OR DEMOLISH. If all or any part of a residence or accessory building or other improvement on a tract is damaged or destroyed by fire or other casualty, it shall be the duty of the parcel owner, with due diligence, either: (i) to rebuild, repair or reconstruct the same in a manner which will substantially restore it to its appearance and condition immediately prior to its casualty, or (ii) to demolish the same and remove the debris thereof (including concrete foundations, concrete floors and footings, etc.) and to backfill any excavation or cavity created thereby with dirt, and to seed the surface of the ground thereafter. Reconstruction or demolition shall be undertaken within two (2) months after the damage occurs, and reconstruction shall be completed within nine (9) months or demolition shall be completed within three (3) months after the damage occurs, unless prevented by causes beyond the control of the tract owner.

13. MINERAL RIGHTS. The rights to all gas, oil or minerals underlying the Exhibit "A" real estate are reserved to the Declarant.

14. ENFORCEMENT. Any property owner possessing a fee simple interest in any parcel in the Exhibit "A" real estate, shall have the right to enforce the easements, conditions, restrictions, reservations, and limitations provided herein in a lawful manner.

In consideration of the purchase of any parcel in this development, the property owner and all subsequent owners of title to any parcel agree to hold the Declarant safe, harmless, free and indemnified from any and all claim for damages, of any nature whatsoever, caused by the property owner's use, occupancy or development of the tract.

Any party violating any of the easements, conditions, restrictions, reservations and limitations herein contained shall pay to the party enforcing the terms of this agreement, in addition to any other relief granted by law, said party's reasonable attorney fees, court costs, witness fees, deposition fees, investigation fees and surveying fees, provided, however, in no event shall the Declarant be responsible for the payment of the foregoing fees and costs unless the Declarant is the party violating any of the easements, conditions, restrictions, reservations, and limitations herein contained.

No party petitioning for an injunction to enforce the provisions of this document shall be required to post bond, notwithstanding any statute or common law rule to the contrary.

15. <u>SEVERABILITY</u>. Invalidation of any of the covenants herein contained or any part thereof by any judgment, court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. DECLARANT'S RIGHTS ASSIGNABLE. All of the rights of the Declarant, herein reserved, including rights to act for architectural control and rights to enforce any and all of the covenants herein, shall be freely assignable, and any assignee shall succeed to all of the rights of any assignor thereof.

17. COVENANTS RUNNING WITH LAND. All of the provisions of this document are covenants running with the land at law, as well as in equity, and are binding upon, and inure to the benefit of, the heirs, successors and assigns of:

A. The Declarant, and

B. All present and future persons owning or having an interest in any portion of the premises.

18. MODIFICATION, AMENDMENT OR ELIMINATION. These conditions, restrictions, reservations and limitations, and all of the terms herein, may be modified, amended or eliminated as follows:

While the Declarant has retained ownership of any portion of the subject premises the affirmative written vote of a simple majority of the fee simple property owners, however such majority shall include the Declarant. When the Declarant, or its assigns, or successor, has conveyed the last tract of the subject premises, the affirmative written vote of the fee simple owners of three-fourths (3/4) of said tracts conveyed by Declarant out of the

Exhibit "A" real estate shall be required. Each tract owner, including the Declarant, shall be entitled to one vote for each tract owned without regard to the number of owners of the tract.

19. BINDING EFFECT. The provisions of this document shall be binding upon and shall inure to the benefit of the successors and assigns of the Declarant and all present and future persons or parties holding a fee simple interest in any portion of the subject Exhibit "A" real estate.

IN WITNESS WHEREOF, the undersigned has executed this foregoing instrument this 22 day of October, 2003.

DECLARANT:

Richard Balzer

RICHARD BALZER, Trustee

STATE OF ILLINOIS)
) ss.
COUNTY OF MONROE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RICHARD BALZER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of October, 2003.

OFFICIAL SEAL
MARY L MUELLER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05-16-07

Mary L. Mueller

Notary Public

restrictions\balzer land trust

EXHIBIT "A"

TRACT NO. ONE: Lot No. Two (2) in Section Sixteen (16) containing forty (40) acres more or less, subject however, to a right of way for road purposes (a right of way for road purposes across the Southeast corner of Lot No. Two (2) in Section No. 16, said right of way to be twenty (20) feet wide along the North side of the creek running across the Southeast corner of said Lot No. 2) devised to Joseph D. Druse.

EXCEPTING THEREFROM that tract deeded to Leslie Horn and Cherry Horn, husband and wife, by deed dated July 29, 1988, and recorded in Deed Book 159 at Pages 370-371 in the Rrecorder's Office of Monroe County, Illinois, and described as follows:

Part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 3 South, Range 9 West, Third Principal Meridian, Monroe County, Illinois, more particularly described as follows:

Commencing at the old stone which marks the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 16, Township 3 South, Range 9 West of the Third Principal Meridian; thence at an assumed bearing of North 1°-49′-55″ West, along the West line of said Northeast Quarter of the Northwest Quarter of Section 16, a distance of 46.00 feet to an iron bar; thence North 70°-00′-00″ East, a distance of 52.62 feet to the Point of Beginning of the herein described tract of land; thence continuing North 70°-00′-00″ East, a distance of 657.38 feet to an iron bar; thence North 2°-16′-15″ West, a distance of 103.00 feet to an iron bar; thence North 87°-43′-45″ East, a distance of 192.00 feet to an iron bar; thence South 2°-16′-15″ East, a distance of 365.21 feet to an iron bar that lies on the South line of said Northeast Quarter of the Northwest Quarter of Section 16; thence South 87°-43′-45″ West, along said South line of the Northeast Quarter of the Northwest Quarter of Section 16, a distance of 818.63 feet to a point; thence North 1°-45′-55″ West, a distance of 62.03 feet to the Point of Beginning. Containing 171,644 square feet, or 3.94 acres, more or less. Subject to all public and private roadways and easements as now located.

TRACT NO. TWO: Also the East half of the Southeast Quarter of the Southwest Quarter of Section No. Nine (9) containing Twenty (20) acres more or less.

TRACT NO. THREE: Also the Southwest Quarter of the Southeast Quarter of Section No. Nine (9), excepting one (1) acre in the Southeast corner hereinbefore devised to Joseph D. Druse, leaving thirty-nine (39) acres more or less.

TRACT NO. FOUR: Also fifty (50) acres off of the North end of the East half of the Southeast Quarter of Section Nine (9) subject to a right of way for road purposes (a right of way twenty (20) feet wide, for road purposes, along the East side of fifty acres off of the North end of the East half of the Southeast Quarter of Section No. Nine (9) devised to Joseph D. Druse.

TRACT NO. FIVE: Also all that part of the Northwest Quarter of the Southeast Quarter of Section No. Nine (9), containing Thirty-five (35) acres more or less.

TRACT NO. SIX: Also five (5) acres in the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section No. Nine (9); all of the above mentioned and described tracts of land are situated in Township No. Three (3) South of Range No. Nine (9) West of the 3rd P.M., in Monroe County and State of Illinois.

Also right of way for road purposes Fifteen (15) feet wide in the Northwest corner of Lot No. Seven (7) in Section No. Sixteen (16), beginning at the Northwest corner of said Lot No. Seven (7), thence East on the North line thereof Fifteen (15) feet to a post, thence South 10 rods, more or less, to the County Road, thence West Fifteen (15) feet to the West line of said Lot No. Seven (7), thence North on the West line of said Lot No. Seven (7) to the place of beginning;

Also right of way Fifteen (15) feet wide for road purposes across the East end of Five (5) acres off the North side of Lot No. Eight (8) in said Section No. Sixteen (16).

Tract No. Two (2) is also known and described as Tax Lot

No. Nine (9); Tract No. Three (3) is also known and described as Tax Lot No. Seventeen (17); Tract No. Four (4) is also known and described as Tax Lot No. Eighteen (18); Tract No. Five (5) is also known and described as Tax Lot No. Five (5); and Tract No. Six (6) is also known and described as Tax Lot No. Fourteen (14) as shown by the Surveyor's Official Plat Record "A" on page 15 in the Surveyor's Office of Monroe County, Illinois.

All of the above subject to all public and private roadways and easement as now located.

EXHIBIT "B"

70' Wide Roadway and Utility Easement

A 70 foot wide roadway and utility easement, being 35.0 feet on either side of the following described centerline:

Commencing at an iron pin which perpetuates the Southwest corner of Tax Lot #2 of Section 16, Township 3 South, Range 9 West of the Third Principal Meridian, Monroe County, Illinois, shown on Page #15 of the Surveyor's Official Plat Record "A", on public record in the Monroe County Recorder's Office; thence along the West line of Tax Lot #2, on assumed bearing of North 00 Degrees, 01 Minutes, 03 Seconds East a distance of 45.95 feet; thence leaving the said West line, North 72 Degrees, 04 Minutes, 33 Seconds East, a distance of 36.79 feet to the Point of Beginning for the herein described centerline; thence North 00 Degrees, 01 Minutes, 03 Seconds East along a line parallel with the said West line of Tax Lot #2, a distance of 544.64 feet to a point of curve to the right with a radius of 203.05 feet and having a central angle of 52 Degrees, 26 Minutes, 22 Seconds, for an arc distance of 185.84 feet to a point of tangent; thence North 52 Degrees, 27 Minutes, 26 Seconds East, a distance of 837.50 feet to a point of curve to the right with a radius of 221.65 feet and having a central angle of 37 Degrees, 23 Minutes, 20 Seconds, for an arc distance of 144.64 feet to a point of tangent on the North line of said Tax Lot #2 of Section 16; thence along the said North line, North 89 Degrees, 50 Minutes, 45 Seconds East, a distance of 100.60 feet to a point of curve to the left with a radius of 187.93 feet and having a central angle of 38 Degrees, 09 Minutes, 31 Seconds, leaving the said North Tax Lot line an arc distance of 125.16 feet to a point of tangent; thence North 51 Degrees, 41 Minutes, 16 Seconds East, a distance of 175.30 feet to a point of curve to the left with a radius of 145.71 feet and having a central angle of 51 Degrees, 19 Minutes, 08 Seconds, for an arc distance of 130.51 feet to a point of tangent on the West line of Tax Lot #17 of Section 9 of Township 3 South, Range 9 West, and shown also on Page #15 of the Surveyor's Official Plat Record "A"; thence along the said West line, North 00 Degrees, 22 Minutes, 11 Seconds East, a distance of 545.00 feet to a point of curve to the right with a radius of 134.88 feet and having a central angle of 51 Degrees, 27 Minutes, 33 Seconds, leaving the said West line an arc distance of 121.14 feet to a point of tangent; thence North 51 Degrees, 49 Minutes, 49 Seconds East, a distance of 129.82 feet to a point of curve to the left with a radius of 140.97 feet and having a central angle of 46 Degrees, 06 Minutes, 38 Seconds, for an arc distance of 113.45 feet to a point of tangent; thence North 05 Degrees, 43 Minutes, 11 Seconds East, a distance of 134.47 feet to a point of curve to the right with a radius of 116.52 feet and having a central angle of 84 Degrees, 02 Minutes, 44 Seconds, for an arc distance of 170.92 feet to a point of tangent on the North line of said Tax Lot #17; thence along the said North line, North 89 Degrees, 45 Minutes, 54 Seconds East, a distance of 932.26 feet to a point of curve to the left with a radius of 65.60 feet and having a central angle of 89 Degrees, 28 Minutes, 52 Seconds, for an arc distance of 102.45 feet to a point of tangent on the division line of Tax Lots #5 and #18 of said Section 9; thence along said division line, North 00 Degrees, 17 Minutes, 43 Seconds East, a distance of 431.26 feet, more or less, to a point of ending for the centerline.

EXHIBIT "C"

A 25 foot wide private easement for ingress and egress and for public and quasi-public utility purposes, the centerline of which is fixed and described as follows:

Commencing at the Southeast corner of the above described 10.06 acre tract; thence North 00 Degrees, 22 Minutes, 11 Seconds East along the East line of Tax Lot #9 of Section 9, a distance of 211.06 feet to the Point of Beginning for the herein described centerline; thence North 62 Degrees, 59 Minutes, 58 Seconds West, a distance of 18.99 feet to a point of curve to the right with a radius of 175.0 feet and having a central angle of 45 Degrees, 00 Minutes, 00 Seconds, for an arc distance of 137.44 feet to a point of tangent; thence North 17 Degrees, 59 Minutes, 58 Seconds West, a distance of 80.00 feet to a point of curve to the right with a radius of 112.71 feet and having a central angle of 39 Degrees, 04 Minutes, 45 Seconds for an arc distance of 76.88 feet to a point of tangent; thence North 21 Degrees, 04 Minutes, 47 Seconds East, a distance of 203.35 feet, more or less, and to a point of ending for the easement centerline on the Division line between Tax Lots #9 and #14, from said point of ending the Northeast corner of referenced Tax Lot #9 bears North 89 Degrees, 45 Minutes, 54 Seconds East, distant 56.38 feet.

EXHIBIT "D"

Tax Lot 14 of Section 9, T. 3 S., R. ~~10~~ 9 W., of the 3rd P.M., Monroe County, Illinois, as shown on Page 15 of Surveyor's Official Plat Record "A" in the Recorder's Office of Monroe County, Illinois.