



Prepared by/Return to:  
Ted M. Niemann  
Schmiedeskamp Robertson  
Neu & Mitchell, LLP  
525 Jersey  
Quincy, IL 62301  
217-223-3030

**2019R-08232**  
CHUCK R. VENVERTLOH  
ADAMS COUNTY CLERK/RECORDER  
ADAMS COUNTY, ILLINOIS  
RECORDED ON  
11/27/2019 08:53 AM  
RECORDING FEE 32.00  
RHSP HOUSING FEE 9.00  
COUNTY GIS 29.00  
RECORDER GIS 1.00

**TERMINATION OF DECLARATION OF COVENANTS,  
EASEMENTS AND RESTRICTIONS OF  
CAMP POINT BUSINESS PARK**

This Termination of Declaration of Covenants, Easements and Restrictions of Camp Point Business Park ("Termination") is made and entered into this 26th day of Nov., 2019, by and between, Ragan Stotts, Amanda Stotts, and Stotc Automotive and Tire, Inc., an Illinois corporation (sometimes herein collectively "Stotts"); Premier Oil Holdings, LLC, an Illinois limited liability company, ("Premier"); and Ursa Farmers Co-Operative Company, an Illinois agricultural cooperative association, ("UFC").

WITNESSETH:

WHEREAS, Adams Electric Cooperative, an Illinois Not-For-Profit Corporation, ("AEC") entered into a Declaration of Covenants, Easements and Restrictions of Camp Point Business Park, dated December 23, 2002, and recorded on January 29, 2003, as Document No. 200301547 in Book 620, Page 1547, in the office of the Recorder's office of Adams County, Illinois (hereinafter referred to as "Declaration"), pursuant to which AEC, as owner of the real property briefly legally described as Lots 1-5 of Camp Point Business Park Subdivision, situated in the County of Adams and State of Illinois (the complete legal description of which is set out on "Exhibit A", attached hereto and made a part hereof, and sometimes hereinafter the "Business Park"), established certain restrictions, covenants, conditions and easements, for the benefit of the owners and occupants of said Business Park, and applicable to any successors in interest and owners thereof;

WHEREAS, Stotts warrants to the other parties that Ragan Stotts, Amanda Stotts, and/or Stotc Automotive and Tire, Inc., either collectively or individually, are vested with fee simple title in Lot No. 3 of the Camp Point Business Park Subdivision (as further legally described on "Exhibit A"), and is, therefore, subject to and entitled to certain rights under the provisions contained in the Declaration;

WHEREAS, Premiere warrants to the other parties that it is vested with fee simple title in Lot No. 1 of the Camp Point Business Park Subdivision (as further legally described on "Exhibit A"), and is, therefore, subject to and is entitled to certain rights under the provisions contained in the Declaration and that Premier's members or managers executing this Termination are authorized by Premier's members or pursuant to its operating agreement to do so;

WHEREAS, UFC warrants to the other parties that it is vested with fee simple title in Lots 2, 4 and 5 of the Camp Point Business Park Subdivision (as further legally described on "Exhibit A") and is,

therefore, subject to and entitled to certain rights under the provisions contained in the Declaration and that UFC's board of directors has authorized its general manager to execute this Termination;

WHEREAS, Stotts, Premier, and UFC (collectively sometimes herein the "Parties") desire to enter into an agreement to terminate the Declaration;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The Parties agree to terminate the Declaration as of the date of this Termination and it shall be no further force and effect.
2. This Termination shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, successors-in-interest and assigns. This Termination shall be construed under and governed by the laws of the State of Illinois. The recital provisions set out in this Termination are incorporated herein and made a part of this Termination. This Termination may be executed in several counterparts, each will be deemed an original and all of which together shall constitute one and the same Termination. Furthermore, in the event this Termination is signed via facsimile and/or email, such facsimile signatures and/or email signatures shall be deemed as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Termination to be executed as of the day and year first above written.

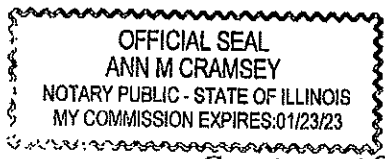
Amanda Stotts  
Amanda Stotts

Ragan Stotts  
Ragan Stotts

STATE OF ILLINOIS       )  
  ) ss.  
COUNTY OF ADAMS       )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ragan Stotts and Amanda Stotts, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 21<sup>st</sup> day of November, 2019.



Ann M Cramsey  
Notary Public

Counterpart Signature Page to Termination of Declaration

Attested:

Stote Automotive and Tire, Inc., an Illinois corporation

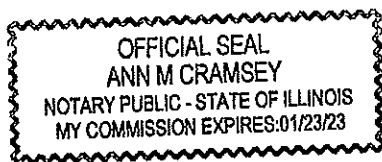
By: Amanda Stotts  
Amanda Stotts  
Its Vice President

By: Ragan Stotts  
Ragan Stotts  
Its President

STATE OF Illinois )  
COUNTY OF Adams ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ragan Stotts and Amanda Stotts, the President and Vice President respectively, of Stote Automotive and Tire, Inc., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same in the name of and for and on behalf of said corporation, appeared before me this day in person and acknowledged that they, as such president and Vice president, and pursuant to power and authority in that behalf duly granted to them by articles of incorporation and bylaws of said corporation, signed and delivered the said instrument as their free and voluntary act and deed, as such president and Vice president, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21<sup>st</sup> day of November 2019.



Ann M Cramsey  
Notary Public

**Counterpart Signature Page to Termination of Declaration**

ATTEST:

Premier Oil Holdings, LLC, an Illinois  
Limited liability company

By: *S. Robert Elkan*  
S. Robert Elkan  
One of its Managers

By: *Ray Korte*  
Ray P. Korte  
One of its Managers

STATE OF Missouri )  
 ) ss.  
COUNTY OF St Louis )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ray P. Korte, one of the managers of Premier Oil Holdings, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same in the name of and for and on behalf of said company, appeared before me this day in person and acknowledged that he, as such manager, and pursuant to power and authority in that behalf duly granted to him by the operating agreement of said company, signed and delivered the said instrument as his free and voluntary act and deed, as such manager, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of November, 2019.

*Debra S. Frisella*  
Notary Public

STATE OF Missouri )  
 ) ss.  
COUNTY OF St Louis )

DEBRA S. FRISELLA  
Notary Public - Notary Seal  
STATE OF MISSOURI - St. Louis County  
Commission Number 14965258  
My Commission Expires: November 7, 2022

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that S. Robert Elkan, one of its managers of Premier Oil Holdings, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same in the name of and for and on behalf of said company, appeared before me this day in person and acknowledged that he, as such manager, and pursuant to power and authority in that behalf duly granted to him by the operating agreement of said company, signed and delivered the said instrument as his free and voluntary act and deed, as such manager, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of November, 2019.

DEBRA S. FRISELLA  
Notary Public - Notary Seal  
STATE OF MISSOURI - St. Louis County  
Commission Number 14965258  
My Commission Expires: November 7, 2022

*Debra S. Frisella*  
Notary Public

Counterpart Signature Page to Termination of Declaration

Ursa Farmers Co-Operative Company, an  
Illinois agricultural cooperative association

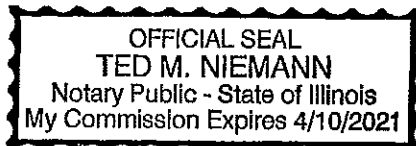
By: Roger Hugenberg  
Roger Hugenberg  
Its General Manager

STATE OF ILLINOIS       )  
                                  ) ss.  
COUNTY OF ADAMS       )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger Hugenberg, the General Manager of Ursa Farmers Co-Operative Company, an Illinois agricultural cooperative association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as having executed the same in the name of and for and on behalf of said corporation, appeared before me this day in person and acknowledged that he, as such General Manager, and pursuant to power and authority in that behalf duly granted to him by said corporation's board of directors, signed, sealed, and delivered the said instrument as his free and voluntary act and deed, as such General Manager, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21<sup>st</sup> day of Nov, 2019.

Ted M. Niemann  
Notary Public



/

**Counterpart Signature Page to Termination of Declaration**

## **Exhibit A-Legal Description of Camp Point Business Park Subdivision**

Camp Point Business Park Subdivision which is legally described as Part of the Southeast Quarter of Section 26 in Township 1 North of the Base Line and in Range 6 West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to wit:

Beginning at the East Quarter corner of said Section 26; thence South 01°25'15" West along the East line of the Southeast Quarter of said Section 26 a distance of 799.38 feet to the North Right-of-Way line of U.S. Route 24; thence North 78°21'39" West along said North line 1232.95 feet; thence North 35°48'53" West 77.11 feet; thence North 01°12'38" East 456.24 feet; thence North 66°56'45" East 76.76 feet; thence North 01°12'38" East 33.00 feet to the North line of the Southeast Quarter of said Section 26; thence South 88°25'00" East along said North line 1189.89 feet to the Point of beginning containing 19.77 acres including road Right-of-Way, all according to the plat thereof on file and of record as Document 200212131 in Book 610 of Plats at Page 12131, as amended by a Surveyor's Correction Certificate recorded as Document 200300165 in Book 620 at Page 165, both recorded in the office of the Adams County Recorder of Deeds, Quincy, Illinois.

PIN: 03-0-0280-000-00

Also legally described as:

Lots One (1) through Five (5) of the Camp Point Business Park Subdivision, being a subdivision of part of the Southeast Quarter (SE¼) of Section Twenty-six (26), Township One (1) North, Range Six (6) West of the Fourth Principal Meridian, Adams County, Illinois, all according to the plat thereof on file and of record in Book 610 of Plats, at Page 12131, Document No. 200212131, as amended by a Surveyor's Correction Certificate recorded as Document 200300165 in Book 620 at Page 165, both recorded in the Office of the Adams County Recorder of Deeds, Quincy, Illinois.

PIN: 03-0-0280-001-00

PIN: 03-0-0280-002-00

PIN: 03-0-0280-003-00

PIN: 03-0-0280-004-00

PIN: 03-0-0280-005-00