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GOEHL, SCHUERING & CASSENS

DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS AND RESTRICTIONS FOR

GLENNVIEW SUBDIVISION AND ADDITIONS

THIS DECLARATION, is made as of this 5th day of April, 2007 by Beverly A. Bemis, Trustee of the Beverly A. Bemis Indenture of Trust dated April 21, 1980 and Brenda S. Bemis, Trustee of the Glenn H. Bemis Trust Under Deed and Trust Agreement dated December 19, 1979, hereinafter referred to as the "Declarants".

WITNESS THAT:

WHEREAS, the Declarants are the owners of all of the lands contained in the area known as "Glennview Subdivision" (herein "Glennview" or "Subdivision"), as shown and described on the plat thereof recorded on April 2, 2007, in Book 707 of Plats, at page 3045, as Document Number 200210533, in the Office of the Recorder of Deeds in and for the County of Adams, State of Illinois (herein the "Plat"); and,

WHEREAS, Glennview Subdivision consists of the following described real estate:

See Attached Exhibit "A"

WHEREAS, the Declarants are the owners of certain land not currently subdivided legally described in Exhibit "B", which is attached hereto (herein "Unsubdivided Remainder") and which is adjacent to Glennview Subdivision; and,

WHEREAS, the Unsubdivided Remainder consists of the following described real estate:

See Attached Exhibit "B"

WHEREAS, Declarants desire to subject and impose upon Glennview Subdivision mutual and beneficial restrictions, covenants, conditions, easements, liens and charges hereinafter referred to as the "Restrictions" for the benefit and the complement of the lots in the Subdivision and the Unsubdivided Remainder and the future owners thereof; and

WHEREAS, the Declarants may in the future subdivide all or a portion of the Unsubdivided Remainder

and desire to subject and impose upon the portion of the Unsubdivided Remainder being subdivided, upon the recording of the plat of subdivision, mutual and beneficial restrictions, covenants, conditions, easements, liens and charges hereinafter referred to as the "Restrictions" for the benefit and the complement of Glennview Subdivision and the Unsubdivided Remainder and the future owners thereof.

NOW, THEREFORE, the Declarants hereby declare that the real property located within the Glennview Subdivision shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a common plan for improvement of the Glennview Subdivision and the Unsubdivided Remainder, established by the Declarants for the purpose of enhancing and protecting the value, desirability and attractiveness of the Glennview Subdivision and the Unsubdivided Remainder as a whole and of each lot and parcel situated thereon; and

NOW, THEREFORE, the Declarants hereby declare that, upon the recording of a plat of subdivision in the Office of the Recorder of Deeds, Adams County, Illinois, for the real property located within the portion of the Unsubdivided Remainder being subdivided (herein "Subdivision"), said subdivided real property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in the furtherance of a common plan for improvement of the subdivided and unsubdivided part of the Unsubdivided Remainder and Glennview Subdivision, established by the Declarants for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivided and unsubdivided part of the Unsubdivided Remainder and Glennview Subdivision as a whole and of each lot and parcel situated thereon.

1. **RESIDENTIAL CHARACTER OF THE SUBDIVISION**

A. IN GENERAL:

1.) Every lot in Glennview Subdivision and the portion of the Unsubdivided Remainder being subdivided (hereinafter collectively as "Subdivision") hereafter subject to these restrictions is a residential lot and shall be used exclusively for single family residential purposes. No building or structure shall be erected, placed or permitted to remain upon any of said lots other than one (1) single family dwelling with a private garage. A private garage must be provided for each lot at the time of construction. Other outbuildings may be erected, placed or constructed only after obtaining written consent from the "Architectural Trustee" hereinafter described. Outbuildings include, but are not limited to, a garage, shed, playhouse or other structure which persons may enter or in which goods may be located or stored.

2.) "Family", for purposes hereof, shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage or adoption, except that the group may include one (1) person not so related, living together as a single housekeeping unit. Applicable zoning ordinances may impose a more restrictive definition.

B. OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED: No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the

“Architectural Trustee” hereinafter described, and the decision of that Trustee shall be binding on all parties concerned.

C. DIVISION OF LOTS: Except with the approval of the Architectural Trustee, lots may not be redivided except to increase the size of adjoining lots. If redivided, the appropriate adjoining lot combined with the redivided lot shall thereafter be treated as a single lot with side-yard and other setback lines considered appropriately altered.

D. COMMERCIAL: No business or commercial activity shall be carried on in said Subdivision other than a home occupation employing person(s) who reside in the home so long as such home occupation does not result in an increased client, patron or customer vehicle traffic within the Subdivision.

2. RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF:

A. MINIMUM LIVING SPACE AREAS:

1.) Dwellings constructed after April 5, 2007 on any lot in the Subdivision shall not exceed the height hereafter stated and shall have the following minimum square footages of living space, exclusive of porches (whether or not enclosed by screens or otherwise), breeze ways, terraces, garages, car ports and other buildings.

2). The dwelling constructed after April 5, 2007 on any lot shall not exceed two and one-half (2 ½) stories in height. The ground floor area of the dwelling, exclusive of open porches, breeze ways, garage and basement, if any, shall not be less than two thousand (2,000) square feet for a one (1) story dwelling. If such dwelling exceeds more than one (1) story, there shall be a minimum of one thousand nine hundred (1,900) square feet on the ground floor. No minimum shall apply above the first story. However, the dwelling shall have a total of at least two thousand eight hundred (2,800) square feet, exclusive of open porches, breeze ways, garage and basement.

3). The garage to be provided shall contain at least four hundred (400) square feet.

4). A permitted outbuilding shall not exceed two hundred fifty (250) square feet and requires the consent of the Architectural Trustee.

B. SET-BACK REQUIREMENTS: Except as may be otherwise provided in these restrictions or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Subdivision (except fences or walls, the placement of which is provided for hereinafter) nearer to any lot line than the minimum building setback lines shown on the recorded Subdivision Plat, the provisions set forth herein, or applicable building or subdivision codes or restrictions, whichever is more.

C. FENCES OR WALLS: No fence or wall shall be erected or constructed nearer to the front lot line other than the minimum building setback lines shown on the recorded Subdivision Plat and no fence or wall shall exceed six (6) feet in height).

D. CONSTRUCTION MATERIALS:

1.) The finished exterior of every building constructed or placed on any numbered lot in the Subdivision shall be of material other than tar paper, roll brick siding or any other similar material. No building shall be of aluminum construction without the consent of the Architectural Trustee.

2.) The dwelling on any lot shall be of standard construction materials or goods. Mobile homes, prefabricated homes, modular homes, or transportable homes are not allowed to be permanently or temporarily placed in the Subdivision.

E. DILIGENCE IN CONSTRUCTION OR INSTALLATION: The exterior of every building whose construction or placement on any numbered lot in the Subdivision is begun shall be completed within twelve (12) months after the beginning of such construction or placement, unless prevented by weather or Act of God or because of the size or nature of the construction project. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

F. PROHIBITION OF USED STRUCTURES: All structures constructed or placed on any numbered lot in the Subdivision shall be new. No used structures shall be relocated or placed on any such lot, except to the discretion of the Architectural Trustee.

G. MAINTENANCE OF LOTS AND IMPROVEMENTS: The owner of each lot in the Subdivision shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

1.) Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.

2.) Remove all debris or rubbish from said lot.

3.) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.

4.) Cut down and remove dead or diseased trees from said lot.

5.) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to avoid their becoming unsightly.

6.) Keep and maintain driveways, entrance ways and parking areas following the initial occupancy of a dwelling.

H. DIRT: No dirt shall be removed from the Subdivision without the approval of the Architectural Trustee. Should any lot owner have dirt to be removed from the lot, it shall be located at such owner's expense to another location within the Subdivision approved or designated by the Architectural Trustee.

3. **GENERAL PROHIBITIONS:**

A. IN GENERAL: No noxious or offensive activities shall be carried on any lot in the Subdivision, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Subdivision.

B. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

C. ANIMALS: No animals, livestock, swine or poultry of any kind shall be kept, raised, bred or maintained on any lot in the Subdivision, except the usual household pets, provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous or considered ferae naturae by law.

D. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, garbage or litter. Trash, garbage, litter, ashes or other waste or refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots shall be kept in good and neat appearance, including, but not limited to, cutting grass and weeds, removing all garbage, rubbish and litter, and removing dead or diseased trees.

No inoperable, abandoned, junk or unlicensed (if required to be licensed) vehicles, or other types of junk, scrap, iron, metal or other materials shall be kept or maintained on any lot.

E. RESTRICTIONS ON TEMPORARY STRUCTURES: No temporary house, trailer, garage or other outbuilding shall be placed or erected on any lot, but this shall not prohibit reasonable construction vehicles or trailers during the course of construction.

F. PARKING: Boats and recreational vehicles may be located on a lot but shall be located in a designated parking area out of the view of persons using the roadway in front of the premises.

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

H. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

I. UTILITIES AND OTHER APPARATUS: All utility lines and apparatus provided to or in the subdivision including, but not necessarily limited to, water, sewer and gas pipes, telephone, cablevision and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground. No antenna, satellite disc or dish or similar television, radio or other wave reception apparatus or wires shall be installed on the exterior of any dwelling and garage. A satellite disc or dish may, however, be located within setback lines in a rear yard or, alternatively, attached to the residence but not visible from the street.

J. EASEMENTS:

1.) **In General:** Easements for installation and maintenance of utilities and accessories, for drainage and other purposes are reserved as shown on the recorded Subdivision Plat. Within these easements, no building, structure, planting or other improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Subject to paragraph 2 (c), and provided drainage is not adversely affected, a fence of a brick, stone or masonry wall may be placed along a property line and on the easement if not more than two (2) feet in width, but an area adjacent to the easement of a width identical to the wall width may then be used for utility purposes. The easement area of such lot and adjoining public areas between a lot and street shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. "Utilities" for purposes hereof shall include, but not be limited to, water, sewer, gas, electric, cablevision, community antenna, and similar services provided to lots and any pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities.

2.) **Aerobic Treatment Systems:** Each lot shall have an easement appurtenant thereto for purposes of locating drainage pipes and sand filters for the individual sewage disposal system for such lot. Each lot owner shall be solely responsible for maintaining such pipes or filters for their individual sewage disposal system located on and using such easements. In addition, each lot owner shall be jointly responsible with all other lot owners for repairing, preserving and maintaining any common easements, main drain pipes and/or main sand filters which are used as part of their individual sewage disposal system or to which their individual sewage disposal systems may be connected. This covenant is expressly acknowledged to be declared in order to obtain the approval of Adams County and the Adams County Health Department to this subdivision, and, accordingly, may also be enforced by the County of Adams or the Adams County Health Department which are hereby declared to be third party beneficiaries of this covenant.

3.) **Trees:** In order to preserve the natural quality of the Subdivision and insure the proper drainage easement as set forth on the Plat of said Subdivision, natural stands of trees shall not be removed or materially modified without the approval of the Architectural Trustee. Routine maintenance and upkeep of such areas that do not damage trees is not prohibited.

4. ARCHITECTURAL CONTROL:

A. GENERALLY: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Trustee as to quality of workmanship and materials, harmony of external design with existing

structures, compliance with these covenants, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Trustee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the subdivision. The Architectural Trustee is also authorized to provide interpretation of these covenants for the benefit of the subdivision.

B. ARCHITECTURAL TRUSTEE: The Architectural Trustee is Beverly A. Bemis. (herein Architectural Trustee). In the event of the death, resignation or inability to act of Beverly A. Bemis, Brenda S. Bemis, Glenn M. Bemis and Timothy J. Bemis shall be Architectural Trustee with the full authority to act collectively. In the event Brenda S. Bemis, Glenn M. Bemis and Timothy J. Bemis all die, resign or are unable to act, the Architectural Trustee shall be the owners of the Unsubdivided Remainder. In the event that all of the Unsubdivided Remainder is subdivided, a successor Architectural Trustee shall be designated by a majority of the then owners of the lots determined as provided in paragraph 5 below. The designation of the Architectural Trustee shall be recorded in the Recorder's Office of Adams County, Illinois. The Architectural Trustee may designate a representative to act for him or her.

C. PROCEDURES: The approval or disapproval as required in the covenants shall be in writing. In the event the Architectural Trustee, or the Trustee's designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to the Trustee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. LIABILITY OF TRUSTEE, ETC.: Neither the Architectural Trustee nor any agent, thereof, nor the Declarants, shall be responsible in any way for any defects in any plans specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5. DURATION:

These covenants shall run with the land and shall be binding on the Declarants and all persons claiming under them for a period of twenty (20) years from the date these Restrictions are recorded, except that these Restrictions shall not be immediately binding on the owners of the Unsubdivided Remainder. If and when a plat of subdivision is recorded in the Office of the Recorder of Deeds, Adams County, Illinois for any portion of the Unsubdivided Remainder then these Restrictions, upon recording of said plat of subdivision, shall run with the land and shall be binding on the then owners of the portion of the Unsubdivided Remainder being subdivided and all persons claiming under them for a period of twenty (20) years from the date these Restrictions are recorded. After twenty (20) years from the date these Restrictions are recorded, said Restrictions shall be automatically extended for successive periods of five (5) years unless seventy-five percent (75%) of the then owners of the lots sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part. At any time, ninety percent (90%) of the then owners of the lots may sign and record an instrument revoking, altering or otherwise changing said Restrictions in whole or in part. Notwithstanding anything herein to the contrary, said Restrictions shall not be revoked, altered or otherwise changed in whole or in part without the written consent of the owners of the unsubdivided portion of the Unsubdivided Remainder. The said instrument of written consent shall be recorded with the Office of Recorder of Deeds, Adams County, Illinois. The written consent of the owners of the unsubdivided portion of the Unsubdivided Remainder shall

no longer be required upon the recording of a plat of subdivision which results in the complete subdivision of the Unsubdivided Remainder.

In determining the "then owners of the lots," each individual lot shall have a single right. If there are multiple owners of a lot, a majority in interest shall exercise the right of the lot. If there are two (2) owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or instrument conveying such lot shall exercise the right.

6. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person, firm or corporation violating or attempting to violate any restriction either to restrain violation or to recover damages. An action may be brought by any person, firm or corporation having any interest in a lot in the subdivision. The owners from time to time of the Unsubdivided Remainder shall also have the right to enforce these Restrictions.

7. SEVERABILITY: Invalidation of any one (1) of these Restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXHIBIT "A"
GLENNVIEW SUBDIVISION

Glennview Subdivision, a subdivision of a part of the Southwest Quarter of Section 23 in Township 1 South of the Base Line, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, as recorded on April 2, 2007, in Book 707 at Page 3045 as Document Number 200210533 in the Office of the Adams County Recorder of Deeds, the boundary of said subdivision being described therein as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 23; thence along the west line of said Southwest Quarter a record North 00 degrees 15 minutes East 384.65 feet, measured as North 00 degrees 21 minutes 10 seconds East 385.31 feet; thence South 89 degrees 56 minutes 36 seconds East 80.97 feet to the intersection of the south line of a 22.315-acre tract of land described in a Warranty Deed to Glenn H. and Beverly A. Bemis as recorded in Book 494 of Deeds at page 1092 in the Office of the Adams County Recorder of Deeds with the east right of way line of FAS Route 1600 (Bonansinga Drive) as said right of way is described in a Warranty Deed recorded in Book 507 at Page 164 in said Recorder's Office; thence North 06 degrees 17 minutes 41 seconds East on said right of way 279.94 feet to the point of beginning; thence continuing North 06 minutes 17 minutes 41 seconds East on said right of way 60.36 feet; thence South 89 degrees 56 minutes 36 seconds East 324.23 feet; thence North 55 degrees 06 minutes 31 seconds East 51.27 feet; thence southeasterly 80.22 feet on a non-tangential curve to the left, having a central angle of 83 degrees 34 minutes 00 seconds and radius of 55.00 feet, a chord distance South 70 degrees 38 minutes 50 seconds East 73.29 feet; thence South 16 degrees 02 minutes 27 seconds East 101.63 feet; thence South 09 degrees 11 minutes 10 seconds West 155.46 feet; thence North 89 degrees 56 minutes 36 seconds West 115.00 feet; thence North 61 degrees 49 minutes 35 seconds West 142.84 feet; thence North 00 degrees 03 minutes 24 seconds East 118.66 feet; thence North 89 degrees 56 minutes 36 seconds West 204.52 feet to the point of beginning, containing 1.63 acres more or less.

EXHIBIT "B"
UNSUBDIVIDED REMAINDER

A 22.315-acre tract of land described in a Warranty Deed from Albert G. Baxter and Istalena M. Baxter, his wife, to Glenn H. Bemis and Beverly A. Bemis, husband and wife, as recorded in Book 494 at Page 1092 in the Office of the Adams County Recorder of Deeds, said tract therein described as follows:

A part of the Southwest Quarter of Section Twenty-three (23) in Township One (1) South of the Base Line and in Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to-wit:

Commencing at a point on the South line of said Southwest Quarter Seven Hundred Fifty-nine and Sixty Hundredths (759.60) feet East of the Southwest corner of said Southwest Quarter, thence North 28 degrees 57 minutes 34 seconds West Eighty-nine and Thirty-eight Hundredths (89.38) feet, thence North 23 degrees 40 minutes East Sixty-six and Forty Hundredths (66.40) feet, thence North 00 degrees 03 minutes 55 seconds West One Hundred Eight (108) feet, thence North 12 degrees 35 minutes East One Hundred Forty (140) feet, thence South 76 degrees 15 minutes West Four Hundred Sixteen (416) feet, thence North 00 degrees 03 minutes 55 seconds West One Hundred (100) feet, thence West Two Hundred Ninety and Nine Hundredths (290.09) feet to a point on the Easterly Right-of-way line of the Burlington Northern Railroad, said point being 25 feet at a right angle from the centerline of the railroad track, thence North 06 degrees 03 minutes 33 seconds East along the said Easterly Right-of-way line Eight Hundred and Forty-five Hundredths (800.45) feet, thence South 89 degrees 58 minutes 12 seconds East Nine Hundred Sixty-six and Fifty-five Hundredths (966.55) feet, thence South 00 degrees 03 minutes 55 seconds East One Thousand One Hundred Eighty and Twenty-four Hundredths (1180.24) feet to a point on the South line of said Southwest Quarter, thence West along the South line of said Southwest Quarter Three Hundred Seventy-one and Eighty-six Hundredths (371.86) feet to the point of beginning, said tract containing 22.315 acres.

TOGETHER WITH

Abandoned railroad right of way described in a Quit Claim Deed from the Burlington Northern Railroad Coompany to Glenn H. Bemis and Beverly A. Bemis, husband and wife, as recorded in Book 505 at Page 1125 in said Recorder's Office, said right of way therein described as follows:

All that portion of Burlington Northern Railroad Company's Quincy to Mendon, Illinois Branch Line right-of-way, being 50 feet wide, 25 feet wide on each side of the main track centerline as originally located and constructed in the West Half of the Southwest Quarter of the Southwest Quarter of Section 23, Township 1 South, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, lying between two lines drawn parallel with and distant respectively 384.78 feet and 1,155 feet North of the South line of said Section 23.

EXCEPTING THEREFROM (EXCEPTION 1)

A 0.38-acre strip of land described in a Quit Claim Deed from Glenn H. Bemis and Beverly A. Bemis, husband and wife, to Silas J. Morton and Dorothy M. Morton, husband and wife, as recorded in Book 500 at Page 453 in said Recorder's Office, said strip of land therein described as follows:

A part of the Southwest Quarter of Section Twenty-three (23) in Township One (1) South of the Base Line and in Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois, being a portion of land formerly used as a lane of the real estate described in and conveyed by a certain deed bearing date the 10th day of March A.D. 1877, from Lewis Kendall and Sarah Kendall, his wife, to John G.H. Bredeweg recorded in the office of the Recorder of said County in Book 95 of Deeds, on Page 173 thereof, being more particularly bounded and described as follows, to-wit:

Commencing at the Southwest corner of said Southwest Quarter, thence East along the south line of said Southwest Quarter Thirteen and Five Hundredths (13.05) feet to the centerline of the Burlington Northern Railroad right-of-way, thence North 06 degrees 03 minutes 33 seconds East along said centerline One Thousand One Hundred Sixty-nine and Ninety-three Hundredths (1,169.93) feet, thence South 89 degrees 56 minutes 02 seconds East Fifty and Thirty-five Hundredths (50.35) feet to the true point of beginning, said true point of beginning being the intersection of the East line of said Railroad right of way with the fence line on the south line of a strip formerly used as a lane, thence from said true point of beginning North 06 degrees 01 minute 28 seconds East along said east right of way line seventeen and Fifty-hundredths (17.50) feet, thence South 89 degrees 58 minutes 12 seconds East Nine Hundred Thirty-nine and Ninety-four Hundredths (939.94) feet, thence South 00 degrees 03 minutes 55 seconds East Eighteen (18) feet to a fence corner on the south line of a strip formerly used as a lane, thence North 89 degrees 56 minutes 02 seconds West along the south line of said strip Nine Hundred Forty-one and Eighty Hundredths (941.80) feet to the true point of beginning, said tract containing thirty-eight hundredths (0.38) of an acre.

ALSO EXCEPTING THEREFROM (EXCEPTION 2/ GLENN BEMIS RESIDENCE)

A 1.25-acre tract of land described in Warranty Deeds from Beverly A. Bemis, a widow, to Glenn M. Bemis and Dawn M. Bemis, husband and wife, as recorded in Book 521 of Deeds at Page 233 (1/2 interest) and in Book 521 of Deeds at Page 365 (1/2 interest) in said Recorder's Office, said tract of land therein described as follows:

A part of the Southwest Quarter of Section Twenty-three (23) in Township One (1) South of the Base Line and in Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to-wit:

Commencing at the Southwest corner of the Southwest Quarter of said Section Twenty-three (23); thence East along the South line of said Southwest Quarter Eleven Hundred Sixteen and Twelve Hundredths (1116.12) feet to the point of beginning; thence North 00 degrees 03 minutes 55 seconds West Two Hundred Sixty-seven and Eighty-two Hundredths (267.82) feet; thence North 54 degrees 33 minutes 55 seconds West Two Hundred Four and Twelve Hundredths (204.12) feet; thence North 18 degrees 03 minutes 55 seconds West Sixty and Sixteen Hundredths (60.16) feet; thence North 38 degrees 42 minutes 03 seconds East Three Hundred Thirty-one and Ninety-three Hundredths (331.93) feet to the East fence line; thence South 00 degrees 33 minutes 34 seconds West One Hundred Sixty-four and Seven Hundredths (164.07) feet; thence continuing South 00 degrees 33 minutes 34 seconds West Five Hundred Thirty-eight and Thirty-seven Hundredths (538.37) feet to the centerline of Bluff Road; thence South 90 degrees 00 minutes 00 seconds West Fifteen and Forty-one Hundredths (15.41) feet to the point of beginning containing 1.25 acres, all as shown on a plat of survey made by Poepping, Stone, Bach & Associates, Inc., and recorded in Book 15 of Plats at page 518 in the Office of the Recorder of Deeds in and for Adams County, Illinois, to which plat reference is made for greater certainty.

ALSO EXCEPTING THEREFROM (EXCEPTION 3/ BONANSINGA DRIVE)

Bonansinga Drive right of way described in a Warranty Deed from Glenn H. & Beverly A. Bemis to the PEOPLE of the COUNTY OF ADAMS, as recorded in Book 507 of Deeds at Page 164, said right of way therein described as follows:

A part of the Southwest Quarter of Section 23, Township 1 South, Range 9 West of the 4th Principal Meridian, Adams County, Illinois, and being more fully described as follows:

From an iron pipe marking the southwest corner of the Southwest Quarter of the aforementioned Section 23, run North 00 degrees and 15 minutes East along the west line of said Southwest Quarter 384.65 feet; thence South 89 degrees, 56 minutes and 36 seconds East 25.54 feet to the true point of beginning, said point being on the west right-of-way of the Burlington-Northern

Railroad (Abandoned), and being 15.12 feet left of Station 15+52.67; thence North 06 degrees, 06 minutes and 22 seconds East along the west right-of-way of said Railroad 783.36 feet; thence South 89 degrees, 56 minutes and 02 seconds East 55.75 feet to a point on the proposed east right-of-way of FAS 1600, said point being 40.00 feet right of Station 23+42.09; thence South 06 degrees, 17 minutes and 41 seconds West along said proposed east right-of-way 783.40 feet; thence North 89 degrees, 56 minutes and 36 seconds West 55.43 feet to the place of beginning, containing 0.993 acres, more or less, including existing highway right-of-way.

AND ALSO EXCEPTING THEREFROM (GLENNVIEW SUBDIVISION)

A tract of land subdivided and recorded as Glennview Subdivision by Beverly A. Bemis, as Trustee of the Beverly A. Bemis Indenture of Trust dated April 21, 1980, and by Brenda S. Bemis, as trustee of the Glenn H. Bemis Trust Under Deed and Trust Agreement dated December 19, 1979, all as described on the Plat thereof as follows:

A part of the Southwest Quarter of Section 23 in Township 1 South of the Base Line, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows:

Commencing at the southwest corner of the Southwest Quarter of said Section 23; thence along the west line of said Southwest Quarter a record North 00 degrees 15 minutes East 384.65 feet, measured as North 00 degrees 21 minutes 10 seconds East 385.31 feet; thence South 89 degrees 56 minutes 36 seconds East 80.97 feet to the intersection of the south line of a 22.315-acre tract of land described in a Warranty Deed to Glenn H. and Beverly A. Bemis as recorded in Book 494 of Deeds at page 1092 in the Office of the Adams County Recorder of Deeds with the east right of way line of FAS Route 1600 (Bonansinga Drive) as said right of way is described in a Warranty Deed recorded in Book 507 at Page 164 in said Recorder's Office; thence North 06 degrees 17 minutes 41 seconds East on said right of way 279.94 feet to the point of beginning; thence continuing North 06 minutes 17 minutes 41 seconds East on said right of way 60.36 feet; thence South 89 degrees 56 minutes 36 seconds East 324.23 feet; thence North 55 degrees 06 minutes 31 seconds East 51.27 feet; thence southeasterly 80.22 feet on a non-tangential curve to the left, having a central angle of 83 degrees 34 minutes 00 seconds and radius of 55.00 feet, a chord distance South 70 degrees 38 minutes 50 seconds East 73.29 feet; thence South 16 degrees 02 minutes 27 seconds East 101.63 feet; thence South 09 degrees 11 minutes 10 seconds West 155.46 feet; thence North 89 degrees 56 minutes 36 seconds West 115.00 feet; thence North 61 degrees 49 minutes 35 seconds West 142.84 feet; thence North 00 degrees 03 minutes 24 seconds East 118.66 feet; thence North 89 degrees 56 minutes 36 seconds West 204.52 feet to the point of beginning, containing 1.63 acres more or less.