



* 2 0 0 6 R 0 5 2 7 9 1 2 *

2006R05279

RECORDED ON
03/06/2006 10:59:52AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 74.00
RHSPS Fee: 10.00
REV FEE:
PAGES 12
PIAT ACT:
PIAT PAGE: 1

Wills Trace Sub, Phase 1

Date: 11-1-05

Instrument: Plat

Description: NW 1/4 of SW 1/4 20-19-8

Return to: Farnsworth Group 352-7408

Fee: _____



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Prepared by and return to:
Kelly E. Ford
Lietz Banner Ford LLP
1605 S. State St., Ste. 103
Champaign, IL 61820
(217) 353-4900

Above Space for Recorder's Use Only

WILL'S TRACE SUBDIVISION PHASE I
CITY OF CHAMPAIGN
CHAMPAIGN COUNTY, ILLINOIS

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

WILL'S TRACE LLC, an Illinois limited liability company, being the sole owner of the real estate hereinbefore described in the surveyor's certificate on the face of the plat for Will's Trace Subdivision Phase 1, City of Champaign, Champaign County, Illinois, has caused the same to be surveyed by Chad E. Wallace, Illinois Professional Land Surveyor No. 3521, and has subdivided said real estate into lots, streets, and commons, said subdivision to be known as Will's Trace Subdivision Phase 1.

Owner hereby grants and dedicates perpetually the tracts, shown on the Plat as street(s), road(s), and/or other open public space ("right-of-way") to the City of Champaign, for public use, with the right to use the right-of-way for transportation, utility or any other use the City of Champaign shall deem to be necessary or useful to the public. No person shall obstruct the right-of-way unless the City of Champaign authorizes the obstruction in writing. The right-of-ways shall bear the respective names shown on the Plat subject to the right of the City of Champaign to change the name as provided by law.

Owner hereby dedicates perpetually the tracts shown on the Plat as "easements", "utility easements", "drainage easements" or any other easement, however designated, to the City of Champaign for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television, or any other such use that the City of Champaign shall deem to be necessary and useful to the public. All such utility improvements, to the extent practicable, shall be located underground.

The City of Champaign shall have the right to authorize persons to use the easement and to maintain or authorize a utility to maintain the easement free from buildings, fences, structures, and obstructions of any kind whatsoever. No person shall obstruct the easement unless the City of Champaign authorizes the obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, only grass may be maintained in that portion of any drainage tract located in a floodway or floodplain. The property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as a result of use or maintenance of the easement for utility purposes. Berms or grading changes made which are not in conformance with the approved plans for drainage filed with the City shall be considered obstructions. The cost of removing unauthorized obstruction shall be borne by the owner of the property on which said obstruction is located.

SCHOOL DISTRICT STATEMENT

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge the school district in which the premises lie is Champaign Unit 4.

COVENANTS AND RESTRICTIONS

It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described in the aforesaid surveyor's certificate, shall, by adopting the description of said platted lands as Will's Trace Subdivision Phase 1 be taken and understood as if incorporating in all such conveyances, without repeating the same, the following restrictions which are applicable to each tract of land described in said surveyor's certificate, to wit:

1. **DEFINITIONS.** For the purpose of this declaration, certain words and terms are hereby defined:

Accessory buildings: Separate buildings located on the same building site and which are incidental to the main building or to the main use of the premises.

Building area: That portion of a building site within which the construction and maintenance of main buildings is permitted.

Building site: At least 95% of one entire lot as platted upon which one, and only one, dwelling, together with accessory buildings, may be built.

Dwelling: The main building on any building site. The dwelling is to be designed for and is to be used exclusively for a residence.

Dwelling Unit: A structure or portion thereof designed and constructed for the residential use of one family.

Family. A group of persons living together as a single housekeeping unit in which not more than two of the persons are unrelated by blood, marriage or adoption.

Ground floor area: That portion of a dwelling which is built over a basement or a foundation but not over any other portion of the dwelling.

Structure: Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).

Developer: The developer is Will's Trace LLC, its successors or assigns, having a principal office at #7 Dunlap Ct., Savoy, IL 61874.

Common Areas: All areas to be conveyed to and owned by the Will's Trace Homeowners' Association as defined by the Plat upon completion by the Developer of all required public improvements located in such Common Areas.

Will's Trace Subdivisions: Any and all subdivisions which belong to and are governed by the Will's Trace Homeowners' Association.

Architectural Control Committee: A designated body with the authority to approve or disallow the placement of any structure on a building site.

2. **BUILDING AREA.** All buildings shall be placed no closer than 25 feet from the front yard line, 15 feet from the rear lot line, and six feet from the side yard line of each lot. Eaves, steps and open porches shall not be considered as part of a building. The Architectural Committee shall have the privilege of approving or disapproving any such extensions beyond the building limit line.

3. **ALLOWABLE STRUCTURES.** No structures shall be erected, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two stories in height, and a private garage for not less than two nor more than three cars. No accessory buildings or storage sheds shall be permitted.

4. **MINIMUM GROUND AREA REQUIREMENTS.** No main structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches and garages, is less than the minimum square feet of floor area prescribed as follows: In the event that such building is of one story, it shall contain not less than 1,900 square feet of ground floor area; in the event that such building is of one and one-half stories or two stories, it shall contain not less than 2,300 square feet. All residential units shall be constructed with either basement or crawl space under at least 70% of the heated ground floor area. The garage to be constructed on each lot shall contain adequate space for storing property ordinarily stored in garages.

5. **PERMISSIBLE BUILDING AND ORDER OF CONSTRUCTION.** All buildings erected on any building site shall be constructed of new material of good quality suitably adapted to use in the construction of residences; and no old building or buildings shall be placed on, or moved to, said premises, nor shall used or reclaimed material be employed in any construction thereon. No living units shall be constructed with pre-assembled interior wall treatment, excepting ordinary drywall constructed with joints taped on the site. Accessory buildings shall not be erected, constructed or maintained prior to the erection or the construction of the dwelling. Roofs shall have a minimum 6/12 pitch. Only 30-year architectural shingles, wood shakes, or tile roofs shall be permitted; no three (3) tab shingles will be permitted. The exterior front elevation shall contain either a minimum 2,000 brick surface or a 25% stone surface, or a combination of brick and stone acceptable to the Architectural Committee. The

Architectural Committee shall have the privilege of approving or disapproving any modification to these requirements.

6. **MAINTENANCE OF LOTS AND NUISANCES.** No noxious or offensive activity, and no activity which shall be deemed by the Architectural Committee to constitute a nuisance, shall be carried on upon any lot and no lot owner shall allow weeds, rubbish or debris of any kind to accumulate on or be placed upon any property in the subdivision so as to make the same unsanitary, unsightly, offensive or detrimental to the value of any other property in the subdivision, or to the enjoyment of the occupants thereof; and if the owner of any lot permits weeds, rubbish or debris to accumulate thereon, the Developer or the Will's Trace Homeowners Association may cause the same to be removed and charge the cost of removal to the owner of such lot. Within six (6) months of purchase of a lot, the owner of each lot must either build a residence on the lot, or grade, seed, and maintain such lot.

7. **SIGNS.** Signs may only be placed upon lots in this subdivision if such signs comply with the provisions of the Champaign, Illinois Zoning Ordinance applicable to the R-2 zoning classification.

8. **PETS.** Not more than two dogs, cats or other domestic house pets shall be kept on any lot in the subdivision and the same shall not be kept for breeding or commercial purposes.

9. **BOAT AND MOTOR VEHICLE PARKING AND REPAIR.** No boats, motor homes, campers or trailers, shall be parked anywhere in the subdivision (including the streets of the subdivision) for more than 24 hours unless such vehicle is parked in a garage. Automobile parking is permitted only in garages, on paved driveways and upon the paved portions of the public street. No owner, occupant or guest of an owner or occupant shall be permitted to park in anyplace except as provided herein. No repair work, maintenance or painting shall be done on any vehicle, except on a vehicle while parked in the garage on the lot of the owner of the vehicle.

10. **DRAINAGE AND LOT CONTOUR.** The platted lots shall substantially retain their original contours and no excavation or filling shall be undertaken on any of the lots in the subdivision which substantially varies the contour of the lot as originally platted, except with the written permission of the Architectural Committee. During construction, all dirt from excavation shall be confined to the lot on which the excavation is made or stockpiled in an area approved by the Architectural Committee. Nothing (except permitted fences and buildings) shall be placed upon any lot in such a way that it will interfere with the natural surface drainage of the subdivision. Rough grading of the site shall be completed by the time framing starts. In the event of a violation of any of the provisions of this paragraph, the architectural committee may give notice of such violation to the lot owner, builder or contractor, who shall then correct the same within a period of seven days from the receipt of such notice, and if he or she does not do so, the Architectural Committee may take such corrective measures as they deem appropriate and the cost of such work, and any legal proceedings instituted to enforce this covenant, shall be paid by the lot owner or owners who are found to have failed to comply with this restriction.

11. **COMPLETION OF CONSTRUCTION.** The construction of any building or structure upon any lot shall proceed diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and in any event shall be completed within a period of twelve months from the date the footings were excavated. No such building or structure shall be occupied during the course of the original exterior construction.

When required by applicable ordinances of any appropriate governmental agency, no structure shall be occupied until an occupancy permit has been issued by it.

12. **FENCING.** No fence having an overall height of more than five (5) feet shall be constructed or allowed to remain on any lot between any public street and the building setback line and all shrubs and hedges located between any public street and the building setback line shall be kept trimmed so as not to exceed five (5) feet in height. Fence height may be further restricted by the Architectural Committee in certain areas to preserve aesthetics of the subdivision. No chain link fencing shall be permitted. Wood cedar fencing will be allowed, provided that wood fencing is maintained with a sealant and not allowed to naturally discolor. Fences of tubular ornamental design in colors of black, bronze, tan, or white, as supplied by S&K Fence or equivalent contractor, will also be allowed. No fence shall be constructed in a manner that results in blocking the view of the detention basins in Will's Trace Subdivisions.

13. **YARD.** A yard light shall be installed in the front yard of the lot occupied by the dwelling, which light shall be equipped with a photoelectric cell to turn it on automatically during the hours of darkness.

14. **LANDSCAPING.** As soon as weather permits after the construction of a residence on any lot in this subdivision, the owner shall sod the front yard and shall sod or seed the remaining yard space, and shall plant two 2-inch diameter hardwood trees in the front yard. In addition to the foregoing, the owner of a corner lot shall sod the yard adjacent to both streets to the front of the house.

15. **ARCHITECTURAL COMMITTEE.** An Architectural Committee composed of Randy Peifer, William Peifer, and Steve Meid is hereby appointed. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee shall have the authority to appoint an agent to act in its behalf and to delegate to such agent all powers and duties given to the architectural committee herein. The designation of such agent shall be by written instrument which shall be recorded in the Recorder's Office of Champaign County, Illinois. When two-thirds of the lots in the subdivision have been sold, the record owners of the lots in the subdivision shall have the authority, expressed through an instrument executed by a majority of the owners of the lots in the subdivision and placed of record with the office of the Recorder of Deeds of Champaign County, Illinois, to change the membership of the committee or to withdraw from it any of its powers and duties. Any member of the committee shall have the authority to act for the committee.

16. **BUILDING PLANS.** No building, dwelling, fence, sidewalk, wall, drive, tent, awning, sculpture, poll, hedge, mass planting or other structural excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the construction, nature, kind, shape, height, material and color scheme thereof, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan and the erosion control plan for the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Architectural Committee.

17. **APPROVAL BY ARCHITECTURAL COMMITTEE.** The Architectural Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the committee on such approval. If the committee fails to approve or reject any plan or matter requiring approval within 30 days after plans or specifications have been submitted to it, or in the event that no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

18. **RIGHT OF INSPECTION.** During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee or any agent of

such committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision, and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

19. **WAIVER AND LIABILITY.** The approval by the Architectural Committee of any plans and specifications, plot plan, grading, planning or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the said committee of its right to withhold approval as to similar or other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither said committee nor any member thereof nor any homeowners association or the present owner of said real estate shall be in any way responsible or liable for any loss or damage, for any error or defect, which may or may not be shown on any plans and specifications, or any plot or grading plan, or planting or other plan, or any building or structural work done in accordance with any other matter, whether or not the same has been approved by the said committee or any members thereof, or any homeowners association, or the present owner of said real estate.

20. **CONSTRUCTIVE EVIDENCE OF ACTION BY ARCHITECTURAL COMMITTEE.** Any title company or person certifying, guaranteeing or insuring title of the building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Committee, or any agent thereof appointed in accordance with the provisions of paragraph 15, and said certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

21. **HOMEOWNERS ASSOCIATION.** All lot owners shall be members of the Will's Trace Homeowners Association and shall be bound by any articles of incorporation, by-laws and reasonable rules and regulations of said association. Each owner or member shall be subject to assessment for annual dues. The obligation of assessments is imposed against each owner and becomes a lien upon said owner's land in Will's Trace Subdivision Phase 1 against which such assessments are made. Defaulting members shall be liable to the association for all costs and expenses including attorney's fees incurred by the association in collecting unpaid assessments. The association shall have the following powers:

- A. Authority to enforce these covenants;
- B. Authority to levy dues assessments.

If additional subdivisions are platted by Developer, or its assigns, in the Northwest ¼ of the Southwest ¼ of Section 20, Township 19 North, Range 8 East of the Third Principal meridian in Champaign County, Illinois, with the word "Will's Trace" in the name of the subdivision, the developers of said subdivision may make lot owners in said subdivisions members of the Will's Trace Homeowners Association.

A primary purpose of said Association will be to provide for the ownership, development and maintenance and upkeep of the common areas and storm water detention basins of Will's Trace Subdivisions, as well as any under drains and appurtenances constructed within such subdivisions. Upon completion of the detention basin improvements, the Developer shall convey lots containing detention basins to the Homeowners Association, and the Association shall accept such conveyance and assume all maintenance responsibility for the basins. Such conveyance shall be subject to any easement held by the Fountainhead Drainage District.

The costs of maintaining detention basins within Will's Trace Subdivisions shall be shared equally by each subdivision based upon the ratio of the square footage of such subdivision divided by the total square footage of all subdivisions utilizing the basins. Each lot owner shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

Lots 142 and 143 and non-buildable outlots and common areas and will be conveyed by the Developer to and owned by Will's Trace Homeowners Association, to be used as sidewalk, general utility and drainage easements, as indicated on the plat of subdivision.

The common areas developed in the Will's Trace Subdivisions shall be subject to the rules and regulations established by the Will's Trace Homeowners Association, and the use of common areas and common facilities which may be provided by the Developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association.

The Homeowners' Association shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district subject to a vote of the majority of the Homeowners' Association, provided said property is within the jurisdictional boundaries of such municipal government or park district.

The Homeowners' Association shall establish a publicly listed telephone number and post office box in the municipality to which the subdivisions are annexed, both to be maintained and monitored by the President of the Association at the Association's expense, until such time as the purpose of the Homeowners' Association shall no longer exist.

22. **SATELLITE DISHES AND ANTENNAS.** No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto or similar equipment shall be placed, stored, kept or used upon any lot at any time either temporarily or permanently, without the approval of the Architectural Committee, except that satellite dishes not exceeding twenty inches (20") in size may be installed by a lot owner without the approval of the Architectural Committee, provided the dish is installed in a reasonably concealed location on the residence.

23. **AUTHORITY TO RELEASE RIGHTS.** The owners of the legal title of record of 60% of the lots in this subdivision shall have the authority from time to time to release or amend all or any part of the restrictions, conditions, covenants or reservations herein set forth, which said release or amendment shall be effective from the date that a written document setting it forth and signed by said owners shall be recorded in the Recorder's office of Champaign County, Illinois. This authority to release rights shall not be applicable to annexation requirements imposed under the Annexation Agreement nor to the dedication of streets and easements.

24. **ASSESSMENT LIENS.** Any dues, annual assessments or special assessments levied by the Will's Trace Homeowners Association shall be a charge on the lot against which it is levied or assessed and shall be a continuing lien against such lot for the amount of the dues or such assessment that is at any time unpaid. All costs of collection thereon, including attorneys, fees and court costs, in addition to being a lien on each such lot so assessed, shall also be the personal obligation of the person or persons who were the owners of such property at the time such assessment or dues were levied.

25. **BINDING EFFECT OF THESE COVENANTS.** These covenants constitute covenants running with the land and shall be binding upon all persons who hold title to lots in the

subdivision and upon all contract purchasers of such lots and upon their heirs, executors, administrators and assigns.

26. **SEVERABILITY OF THESE COVENANTS.** The invalidation of any one of these covenants by a judgment of the court or by court order or injunction shall in no way affect any of the other provisions hereof and the remaining covenants shall continue in full force and effect.

Dated at Champaign, Illinois, this 24th day of February, 2006.

WILL'S TRACE LLC,
an Illinois limited liability company

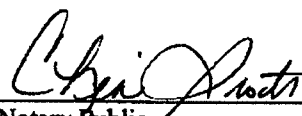
By: _____

William Peifer, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Kelly E. Ford, a Notary Public in and for said County and State, certify that William Peifer, personally known to me to be the manager of Will's Trace LLC, as above described, and personally known to me to be the same person who executed the foregoing instrument as such manager of said limited liability company, appeared before me this day in person and acknowledged that he signed, affixed the corporate seal to, and delivered this instrument as his free and voluntary act, and as the free and voluntary act of said Will's Trace LLC, as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 24th day of February, 2006.



Notary Public

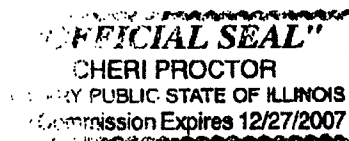


EXHIBIT A

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, THENCE SOUTH $00^{\circ}23'41''$ EAST 310.02 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE SOUTH $89^{\circ}40'32''$ EAST 199.98 FEET; THENCE NORTH $00^{\circ}19'28''$ EAST 10.00 FEET; THENCE SOUTH $89^{\circ}40'32''$ EAST 813.21 FEET; THENCE SOUTH $00^{\circ}19'28''$ WEST 704.56 FEET; THENCE SOUTH $89^{\circ}40'32''$ EAST 179.47 FEET; THENCE SOUTHWEST 16.45 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 1030.00 FEET AND THE 16.45 FOOT CHORD OF SAID ARC BEARS SOUTH $02^{\circ}36'44''$ WEST; THENCE SOUTH $89^{\circ}40'32''$ EAST 134.29 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH $00^{\circ}24'40''$ EAST 263.58 FEET ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER TO THE NORTHEAST CORNER OF THE ROBERT PORTER 25.54 ACRE SURVEY PREPARED BY WESLEY J. MEYERS ON DECEMBER 20, 2002; THENCE NORTH $89^{\circ}40'32''$ WEST 565.00 FEET ALONG THE NORTH LINE OF SAID ROBERT PORTER 25.54 ACRE SURVEY; THENCE NORTH $00^{\circ}19'28''$ EAST 120.00 FEET; THENCE NORTH $89^{\circ}40'32''$ WEST 31.49 FEET; THENCE NORTH $00^{\circ}19'28''$ EAST 177.00 FEET; THENCE SOUTH $89^{\circ}40'32''$ EAST 100.00 FEET; THENCE NORTH $00^{\circ}19'28''$ EAST 20.56 FEET; THENCE NORTH $89^{\circ}40'32''$ WEST 120.00 FEET; THENCE NORTH $00^{\circ}19'28''$ EAST 370.00 FEET; THENCE NORTH $89^{\circ}40'32''$ WEST 513.21 FEET; THENCE NORTH $00^{\circ}19'28''$ EAST 7.00 FEET; THENCE NORTH $89^{\circ}40'32''$ WEST 196.47 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH $00^{\circ}23'41''$ WEST 280.02 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 TO THE POINT OF BEGINNING, CONTAINING 13.25 ACRES, MORE OR LESS.

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS County Clerk's Certificate

I, THE UNDERSIGNED, County Clerk in and for the County of Champaign and the State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the following described tract of land, as appears from the records in my office, to-wit:

WILL'S TRACE SUBDIVISION PHASE I
CITY OF CHAMPAIGN
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

PIN: 2001-2002: 03-20-20-300-009
2003-2004: 03-20-20-300-013

Given under my hand and seal this 23rd day of February, 2006.

Mark Shelde
County Clerk of Champaign County

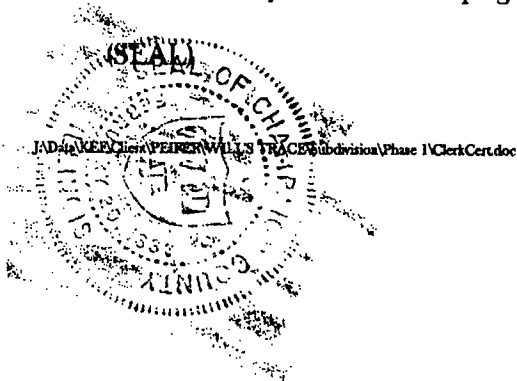


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