

2001 R61077

STATE OF ILLINOIS
MADISON COUNTY
FILED FOR RECORD IN
THE RECORDERS OFFICE

11-16-2001 09:00:32 A

DANIEL R. DONOHOO
RECORDER

DOC. FEE: 22.00
PAGES: 8

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WETLAND AREAS TO BE PROTECTED

IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH,
RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN,
CITY OF EDWARDSVILLE, COUNTY OF MADISON, ILLINOIS.

OWNER

VICKSBURG DEVELOPMENT, INC.
514 EAST VANDALIA STREET
EDWARDSVILLE, ILLINOIS 62025

PREPARED BY:
SHERRILL ASSOCIATES, INC.
20 EDWARDSVILLE PROFESSIONAL PARK
EDWARDSVILLE, ILLINOIS 62025

Ret

DUPLICATION PROHIBITED PROPERTY OF MADISON COUNTY RECORDER

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WETLAND AREAS TO BE PROTECTED**

Vicksburg Development, Inc. is the owner in fee simple of certain real property, hereinafter called "Restricted Property," lying in, being in, and situated in the City of Edwardsville, County of Madison, State of Illinois, and described as follows, to wit:

A tract of land in the Northeast Quarter of Section 24, Township 4 North, Range 8 West of the Third Principal Meridian, City of Edwardsville, County of Madison, State of Illinois, and more particularly described as follows:

Commencing at the Northeast corner of Lot 37 and the Northwest corner of Lot 38 in Vicksburg Commons - Plat 1 as recorded in Plat Cabinet 62 on Page 166 in the Madison County, Illinois, Recorder's records, thence North 06 degrees 34 minutes 33 seconds West (Basis of Bearings - West line of said Vicksburg Commons - Plat 1, North 00 degrees 00 minutes 58 seconds East), a distance of 49.04 feet to the Point of Beginning of herein described tract; thence North 69 degrees 49 minutes 46 seconds West, a distance of 1.87 feet; thence North 36 degrees 25 minutes 48 seconds West, a distance of 118.01 feet; thence North 22 degrees 08 minutes 19 seconds West, a distance of 115.92 feet; thence North 00 degrees 31 minutes 10 seconds West, a distance of 89.98 feet; thence North 07 degrees 22 minutes 25 seconds East, a distance of 75.34 feet; thence North 08 degrees 58 minutes 51 seconds West, a distance of 88.12 feet; thence North 85 degrees 49 minutes 49 seconds East, a distance of 130.36 feet; thence South 00 degrees 21 minutes 53 seconds East, a distance of 55.55 feet; thence South 30 degrees 53 minutes 56 seconds East, a distance of 60.84 feet; thence South 05 degrees 02 minutes 02 seconds East, a distance of 50.58 feet; thence South 81 degrees 37 minutes 52 seconds West, a distance of 60.95 feet; thence South 49 degrees 02 minutes 41 seconds West, a distance of 43.57 feet; thence South 05 degrees 32 minutes 33 seconds West, a distance of 52.91 feet; thence South 14 degrees 05 minutes 14 seconds East, a distance of 83.68 feet; thence South 29 degrees 15 minutes 36 seconds East, a distance of 133.93 feet; thence South 28 degrees 09 minutes 05 seconds West, a distance of 28.53 feet; thence North 69 degrees 49 minutes 46 seconds West, a distance of 20.96 feet to the Point of Beginning, containing 40,583 square feet or 0.93 Acres, more or less, all as shown cross-hatched on the attached "Wetlands Mitigation Easement Plat", marked Exhibit "A", subject to conditions, restrictions, agreements, or easements of record or existence,

and also, a tract of land in said Northeast Quarter of Section 24, Township 4 North, Range 8 West of the Third Principal Meridian, City of Edwardsville, County of Madison, State of Illinois, and more particularly described as follows:

Commencing at the Northeast corner of Lot 42 in Vicksburg Commons - Plat 1 as recorded in Plat Cabinet 62 on Page 166 in the Madison County, Illinois, Recorder's records, thence North 54 degrees 46 minutes 35 seconds East (Basis of Bearings - West line of said Vicksburg Commons - Plat 1, North 00 degrees 00 minutes 58 seconds East), a distance of 617.29 feet to the Point of Beginning of herein described

tract; thence North 59 degrees 12 minutes 15 seconds West, a distance of 24.08 feet; thence North 04 degrees 54 minutes 00 seconds East, a distance of 86.79 feet; thence North 09 degrees 29 minutes 17 seconds East, a distance of 98.37 feet; thence North 01 degrees 07 minutes 12 seconds West, a distance of 83.58 feet; thence North 17 degrees 49 minutes 56 seconds West, a distance of 96.87 feet; thence North 28 degrees 09 minutes 19 seconds West, a distance of 8.42 feet; thence North 12 degrees 54 minutes 05 seconds West, a distance of 42.72 feet; thence North 58 degrees 21 minutes 13 seconds East, a distance of 26.31 feet; thence North 72 degrees 50 minutes 07 seconds East, a distance of 51.14 feet; thence South 34 degrees 23 minutes 23 seconds East, a distance of 36.35 feet; thence South 21 degrees 26 minutes 16 seconds East, a distance of 49.44 feet; thence South 10 degrees 12 minutes 13 seconds East, a distance of 51.56 feet; thence South 04 degrees 39 minutes 05 seconds West, a distance of 71.01 feet; thence South 13 degrees 39 minutes 33 seconds West, a distance of 107.95 feet; thence South 11 degrees 20 minutes 17 seconds West, a distance of 69.99 feet; thence South 15 degrees 24 minutes 03 seconds West, a distance of 35.62 feet; thence South 23 degrees 48 minutes 02 seconds West, a distance of 6.43 feet; thence South 27 degrees 38 minutes 44 seconds West, a distance of 43.22 feet to the Point of Beginning, containing 28,398 square feet or 0.65 Acres, more or less, all as shown cross-hatched on the attached "Wetlands Mitigation Easement Plat", marked Exhibit "B", subject to conditions, restrictions, agreements, or easements of record or existence.

The "Restricted Property" herein is an existing wetland area under the regulatory jurisdiction of the St. Louis District of the U.S. Army Corps of Engineers (hereinafter referred to as the U.S. Army Corps of Engineers), pursuant to Section 404 of the Clean Water Act by an existing Department of the Army Nationwide Permit as described in the March 9, 2000, Federal Register, Final Notice of Issuance and Modification of Nationwide Permits (65 FR 12889) Appendix A (B)(39).

Vicksburg Development, Inc. is the applicant for the U.S. Army Corps of Engineers under General Condition Number 14 of the Nationwide Permit in accordance with plans which form a part of the U.S. Army Corps of Engineers General Condition Number 14 of the Nationwide Permit, Regulatory File Number 200008180 and the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetlands pursuant to Section 404 of the Clean Water Act.

This Declaration of Covenants and Restrictions is created in consideration of Vicksburg Development, Inc. being allowed to develop the area outside the "Restricted Property" in accordance with the terms and conditions of the U.S. Army Corps of Engineers under General Condition Number 14 of the Nationwide Permit, Regulatory File Number 200008180.

Vicksburg Development, Inc. and the U.S. Army Corps of Engineers have reached an agreement whereby Vicksburg Development, Inc. agreed to dedicate the realty described as the "Restricted Property" for the perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above mentioned permit.

NOW THEREFORE, Vicksburg Development, Inc., for and in consideration of the facts herein recited and the mutual covenants, terms, conditions and restrictions herein contained, does hereby make the following covenants and creates the following restrictions on the "Restricted Property", for the purposes set forth herein:

COVENANTS:

1. Vicksburg Development, Inc. shall not obstruct the view of the "Restricted Property" in its existing condition; as listed above,
2. Vicksburg Development, Inc. does hereby insure the right of the U.S. Army Corps of Engineers, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the covenants hereinafter set forth. The U.S. Army Corps of Engineers does not waive or forfeit the right to take action as may be necessary to insure compliance with the covenants and purposes of this declaration by any prior failure to act;
3. Vicksburg Development, Inc. does hereby agree to allow the U.S. Army Corps of Engineers the right to enter the "Restricted Property" at all reasonable times for the purpose of inspecting the "Restricted Property" to determine if Vicksburg Development, Inc., or its heirs or assigns, is complying with the covenants and purposes of the declaration.
4. Without the prior express written consent from the U.S. Army Corps of Engineers under the terms of the aforesaid U.S. Army Corps of Engineers under General Condition Number 14 of the Nationwide Permit, Regulatory File Number 200008180, Vicksburg Development, Inc. shall abide by the following covenants:
 - a. There shall be no dredged or fill material placed on the "Restricted Property" except as necessary for public safety or essential utility services. However, any public safety or essential utility services project must be approved by the U.S. Army Corps of Engineers, and effects upon the "Restricted Property" must be avoided and minimized to the maximum extent possible.
 - b. There shall be no commercial, industrial, agricultural, residential or recreational developments, buildings, or structures including signs, billboards, other advertising material, or other structures built or placed on the "Restricted Property" except as necessary to the U.S. Army Corps of Engineers Nationwide Permit Number NW-39, Regulatory File Number 200008180, or for educational or interpretive purposes. However, any projects for educational or interpretive purposes must be approved by the U.S. Army Corps of Engineers, and effects upon the "Restricted Property" must be avoided and minimized to the maximum extent possible.
 - c. There shall be no removal or destruction of trees and plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals, or other material on the "Restricted Property" pursuant to the U.S. Army Corps of

Engineers Nationwide Permit Number NW-39, Regulatory File Number 200008180, or for required tree height restrictions to meet airport safety measures. Pursuant to the plan, any forest management plan must be approved by the U.S. Army Corps of Engineers, Illinois Department of Conservation, and U.S. Fish and Wildlife Services.

- d. There shall be no grazing or keeping of cattle, sheep, horses, or other livestock on the "Restricted Property".
- e. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles on "Restricted Property".

This Declaration of Covenants and Restrictions may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Illinois.

Except as expressly limited herein, Vicksburg Development, Inc. reserves for itself, its heirs and assigns, all rights as owner of the "Restricted Property", including the right to use the property for all purposes not inconsistent with this grant.

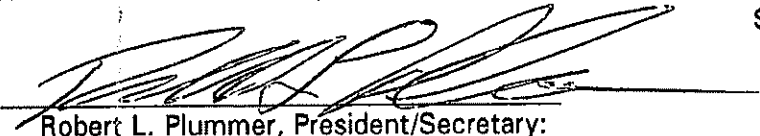
The terms and conditions of this Declaration of Covenants and Restrictions shall, as of the Date of Execution of this document, bind Vicksburg Development, Inc. to the extent of its legal and/or equitable interest in the "Restricted Property", and; this Declaration, and the covenants and restrictions contained herein shall run with the land both as to benefit and to burden and shall be binding on Vicksburg Development, Inc. and its heirs, successors, and assigns forever.

The Terms and conditions of the Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of the "Restricted Property" or any part thereof, and; any instrument of transfer, conveyance, or encumbrance effecting all or part of the "Restricted Property" shall be set forth the terms and conditions of this document either by reference to this document or set forth in full text.

WHEREAS, a certified copy of this document, as recorded in the Office of the County Recorder for Madison County, Illinois, must be submitted to the U.S. Army Corps of Engineers.

IN WITNESS, said Vicksburg Development, Inc. has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by Robert L. Plummer, President/Secretary this 15th day of November, 2001.

VICKSBURG DEVELOPMENT, INC.

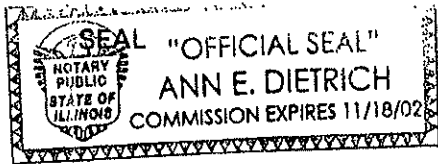
By: 
Robert L. Plummer, President/Secretary:

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Robert L. Plummer, President and Secretary of Vicksburg Development, Inc., appeared before me this day in person and acknowledged that he signed and sealed this instrument as his free and voluntary act and deed as said President and Secretary for the uses and purposes herein stated.

Given under my hand and notarial seal this 15th day of November, 2001.

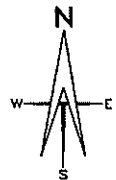
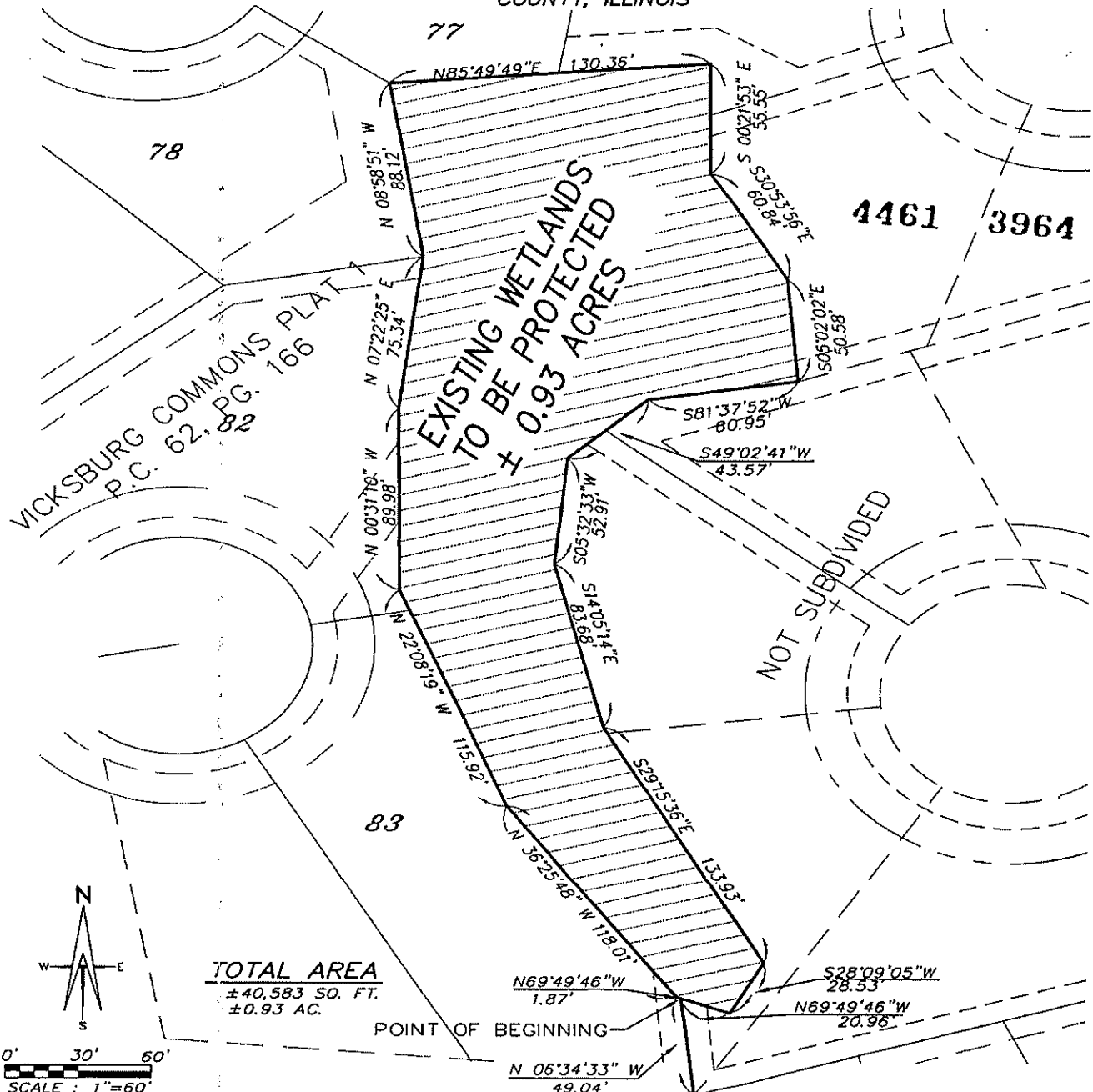


Ann E. Dietrich
Notary Public

WETLANDS MITIGATION EASEMENT PLAT

EXHIBIT "A"

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS



TOTAL AREA
±40,583 SQ. FT.
±0.93 AC.

0' 30' 60'
SCALE: 1"=60'

POINT OF BEGINNING

POINT OF COMMENCEMENT
N.E. CORNER LOT 37
N.W. CORNER LOT 38
VICKSBURG COMMONS PLAT 1
P.C. 62 PG. 166

THIS IS TO CERTIFY THAT SHERRILL ASSOCIATES, INC. HAS PREPARED THIS WETLANDS MITIGATION EASEMENT PLAT FROM RECORD SOURCES AND ACTUAL FIELD SURVEY. THE RESULTS OF SAID SURVEY ARE SHOWN ON THE PLAT HEREON.

DATE: 11-7-01
JOHN N. LEONARD, L.S. 365
License Expiration: 11-7-08

NOTE: IT IS NOT WARRANTED THAT THIS PLAT CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RIGHTS OF WAY, BUILDING LINES, AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

SHERRILL ASSOCIATES, INC.
Engineers - Surveyors - Planners

20 Edwardsville Professional Park
Edwardsville, IL 62025 (618) 656-9251
FAX (618) 656-9496

2727 Telegraph Road
St. Louis, MO 63125 (314) 487-5900
FAX (314) 487-3365

IL DESIGN FIRM #184-001238



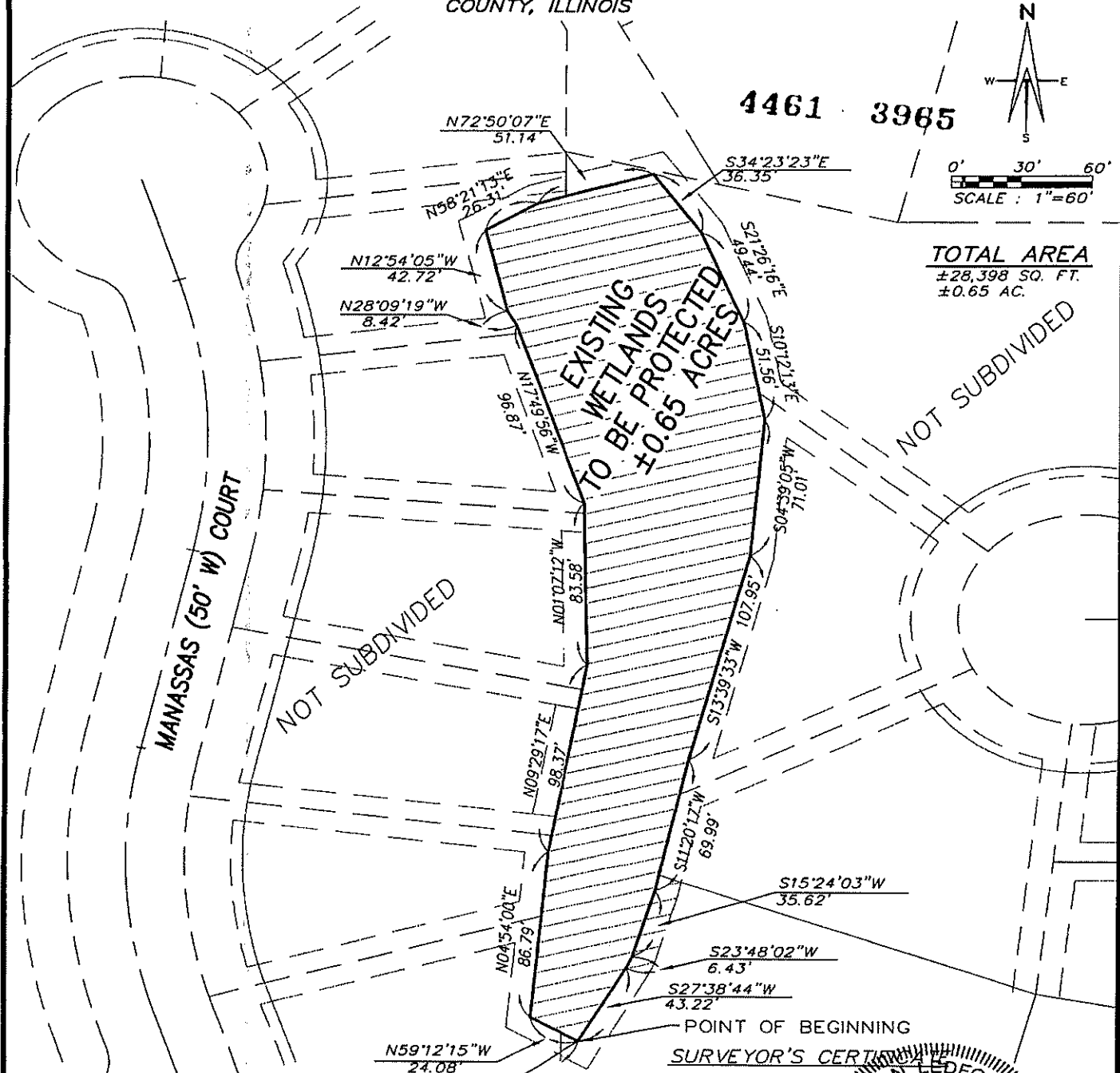
| NO. | DATE | REV. |
|-------------|----------|------|
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| | | |
| | | |
| PROJECT NO. | 99010-06 | |
| DRAWN | DLG | |
| CHECKED | JNL | |
| DATE | 11-07-01 | |

DISCLAIMER OF RESPONSIBILITY
I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey.

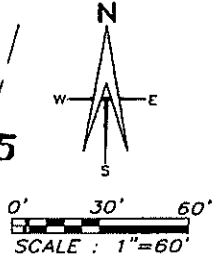
WETLANDS MITIGATION EASEMENT PLAT

EXHIBIT "B"

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS



TOTAL AREA
±28,398 SQ. FT.
±0.65 AC.



POINT OF COMMENCEMENT
N.E. CORNER LOT 42
VICKSBURG COMMONS PLAT 1
P.C. 62, PG. 166

NOTE: IT IS NOT WARRANTED THAT THIS PLAT CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RIGHTS OF WAY, BUILDING LINES, AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

SURVEYOR'S CERTIFICATE
THIS IS TO CERTIFY THAT SHERRILL ASSOCIATES, INC. AT THE REQUEST OF, AND FOR THE EXCLUSIVE USE OF VICKSBURG DEVELOPMENT, INC., EDWARDSVILLE, ILLINOIS, HAS PREPARED THIS WETLANDS MITIGATION EASEMENT PLAT FROM RECORD SOURCES AND ACTUAL FIELD SURVEY. RESULTS OF SAID SURVEY ARE SHOWN ON THIS PLAT HEREON.

DATE: 11-7-01
John N. LeDroff
JOHN N. LEDROFF, P.L.S. 3099
License Expiration 11-30-2002

SHERRILL ASSOCIATES, INC.
Engineers - Surveyors - Planners

20 Edwardsville Professional Park
Edwardsville, IL 62025
FAX (618) 656-9251
(618) 656-9496

2727 Telegraph Road
St. Louis, MO 63125
FAX (314) 487-5900
(314) 487-3365

IL DESIGN FIRM #184-001238



| NO. | DATE | REV. |
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| PROJECT NO. | 99010-06 | |
| DRAWN | DLG | CHECKED |
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DISCLAIMER OF RESPONSIBILITY
I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey.

END OF DOCUMENT