



Instrument #: 2015025469

D324 D324 - EASEMENT/PLAT
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Prepared By:
Edward F. Sutkowski, Esq.
416 Main Street
Suite 400
Peoria, Illinois 61602-3141

Recording Fee: \$56.00
Rental Housing Fee: \$9.00
Transfer Tax County: \$0.00
Transfer Tax State: \$0.00

Total Fee: \$65.00

Jason K Hauer, Recorder, Peoria County IL

After Recording Return To:
Edward F. Sutkowski, Esq.
416 Main Street
Suite 400
Peoria, Illinois 61602-3141

Document No. _____ filed for Record in Recorder's Office of Peoria
County, Illinois _____ at _____ o'clock ____ M.

PERPETUAL EASEMENT/MAINTENANCE AGREEMENT Recorder of Deeds

Prospect Enterprises, L.L.C., an Illinois limited liability company, its successors and assigns ("Prospect"), for an in consideration of One Dollar (\$1.00) and other good and valuable consideration (a) subject to the terms and conditions expressed in paragraph **Agreement to Maintain: Improvement on Easement**, grants to Townhomes at Williamsburg Condominium Association, an Illinois corporation, its successors and assigns ("Association"), a non-exclusive perpetual easement for ingress and egress on or across the easement premises described on the Survey Plat attached as Exhibit A, dated November 17, 2015, prepared by Justin B. Malec, IPLS No. 3871 on behalf of Austin Engineering Co., Inc. (the "Easement") and the associated concrete improvement on such Easement ("Easement Improvement") which shall run with the land; and (b) subject to the terms and conditions expressed in paragraph **Agreement of Prospect and the Association to Maintain the Williamsburg West Improvement**, agrees to maintain in perpetuity the improvement in respect of the easement described in black on the attached Exhibit B, which is dated November 17, 2015 as prepared by Austin Engineering Co., Inc. ("Williamsburg West Improvement").

Agreement to Maintain: Improvement on Easement

The Association must maintain the Easement and the Easement Improvement in good repair and must exercise reasonable care in the use of the Easement and the Easement Improvement so as not to cause any deterioration other than normal wear and tear with respect to the Easement and the Easement Improvement.

6

**Agreement of Prospect and the Association
to Maintain the Williamsburg West Improvement**

Prospect and the Association shall share the reasonable cost of the repair, maintenance or replacement of the Williamsburg West Improvement at such times and in such amount as Prospect and the Association shall deem appropriate. Any damage caused to the Williamsburg West Improvement beyond normal wear and tear caused by either the Association, its members or their guests or invitees or Prospect or its guests or invitees, must be promptly repaired by the Association or Prospect, as the case may be, without reimbursement from the other.

The Association must provide Prospect with an estimate from an independent third party detailing the nature and extent of the proposed cost and expense in connection with the repair, maintenance or replacement of the Williamsburg West Improvement. Prospect must consent to the payment and related terms of such estimate, which consent may not be unreasonably withheld. If the Association and Prospect fail to agree, either must mediate any dispute by a recognized mediator selected by the Association and Prospect located in either Peoria County, Illinois. Each of Prospect and the Association shall pay fifty percent (50%) of the cost of the mediation process. If either Prospect or the Association decline to mediate or either Prospect or the Association disagree with the result of such mediation, the dispute must be submitted to binding arbitration pursuant to the rules of the American Arbitration Association with one designated arbitrator. Each of Prospect and the Association must bear fifty percent (50%) of the cost and expense of the arbitration. The award, if any, may be entered by a judge of the Circuit Court of Peoria County, Illinois.

IN WITNESS WHEREOF, Prospect has caused this Perpetual Easement to be executed by its sole Manager on the 23 day of November, 2015.

Prospect Enterprises, L.L.C. an Illinois
limited liability company

By: 
Edward F. Sutkowski, a Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF PEORIA)

The undersigned, a Notary Public in and for the County and State, does hereby certify that Edward F. Sutkowski, known to me to be the sole Manager of Prospect Enterprises, L.L.C., an Illinois limited liability company, and personally known to me to be the same person whose name is signed to the foregoing Perpetual Easement/Maintenance Agreement as such Manager, appeared before me this day in person and acknowledged that he signed, sealed and delivered the such instrument as his free and voluntary act as such Manager for the uses and purposes expressed.

Given under my hand and Notarial Seal on this 23 day of November, 2015.

Donna M. Claus
Notary Public



IN WITNESS WHEREOF, the Association hereby accepts the terms and conditions of this Perpetual Easement/Maintenance Agreement and executes such by its President and attested by its Secretary under this 24 day of NOVEMBER, 2015.

Townhomes at Williamsburg Condominium Association

By: Jack L. Bennett
Its: President

Attest:

By: Constance P. Bennett
Its: Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF PEORIA)

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify that Jack L. Bennett and Constance P. Bennett personally known to me to be the President and Secretary of the Townhomes at Williamsburg Condominium Association, whose names are signed to the foregoing Perpetual Easement/Maintenance Agreement, appeared before me this day in person and acknowledged that each signed, sealed and delivered such instrument as their free and voluntary act as such President and Secretary for the uses and purposes expressed.

Given under my hand and Notarial Seal this 24th day of November, 2015.

Donna M. Claus
Notary Public

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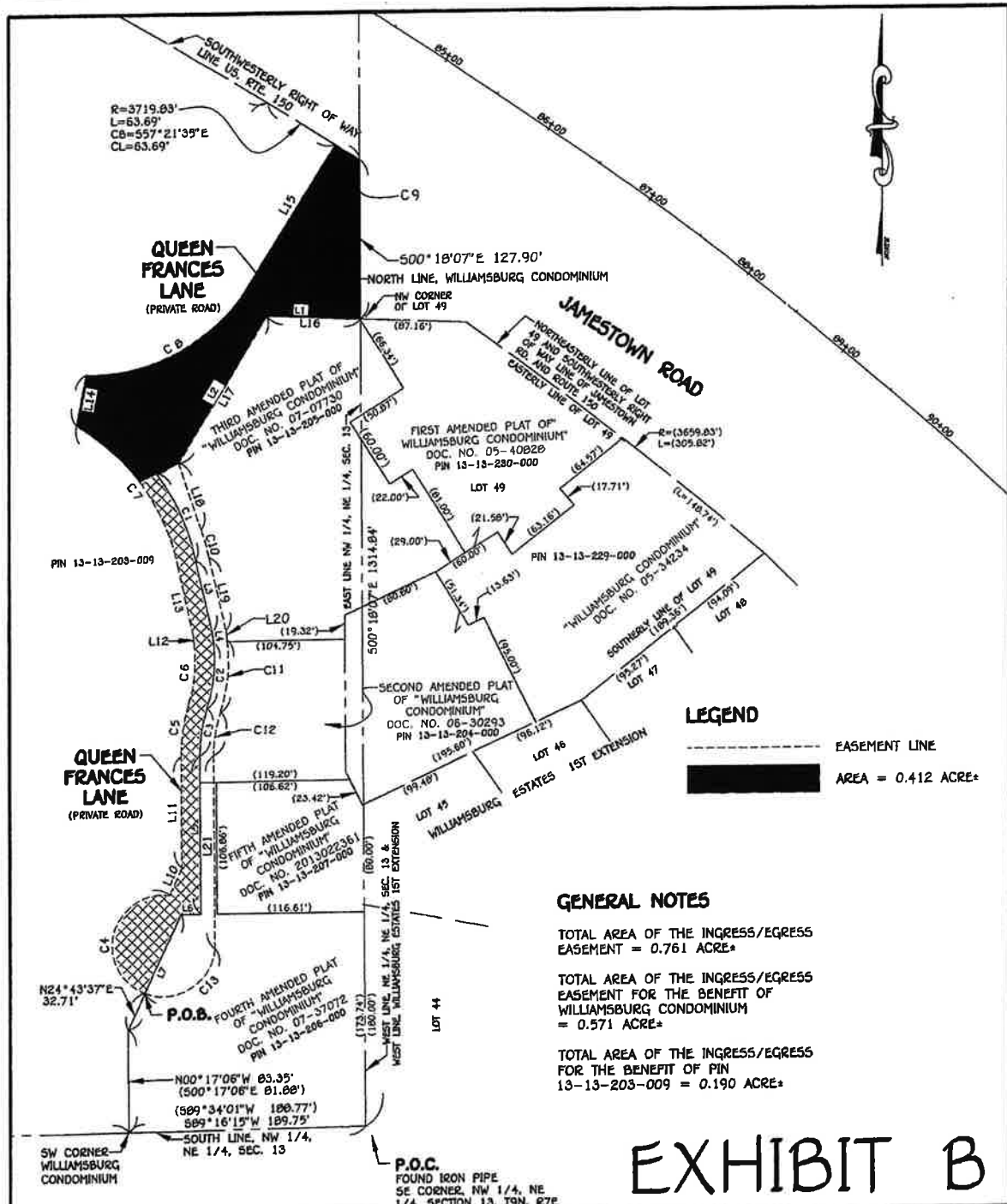


EXHIBIT B

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP NINE (9) NORTH, RANGE SEVEN (7) EAST OF THE FOURTH PRINCIPAL MERIDIAN



AUSTIN ENGINEERING, CO., INC.
 Consulting Engineers / Surveyors
 8100 North University Street
 Peoria, Illinois 61615-1879
 License No. 184-001143

DATE 11/17/2015 SCALE 1"=100' BOOK

Prospect Enterprises, L.L.C.

August 27, 2020

Via Hand Delivery

Marsha DeLost, Board Member
John Edwards, Board Member
Townhomes at Williamsburg
Condominium Association
c/o Keighley Kempf
Chase Real Estate Group
206 Southwest Adams Street
Peoria, Illinois 61602

Dear Board Members and Keighley:

As promised, I am writing to you with respect to (a) the “clean-up” and use of Phase III – the former trailer park site – by Ameren as a staging location,, (b) the concrete issue, (c) the ultimate sale of Phase III, (d) the ultimate sale or use of the two remaining Duplex lots in Phase II, together with the City of Peoria condition that if and when Phase III is developed, the current exit onto Jamestown Road must be closed in such a fashion as to allow only emergency vehicles to use that entrance.

The Clean-Up

Given Ameren’s hydrostatic pressure testing process detailed on its attached July 17, 2020 letter to me, Ameren contacted me expressing its interest in an easement as to the Phase III area described on the attached graphic allowing it to “clean-up” the subject area, remove the trees noted, add stones in the entire area as either leave the stones or allow me to remove the stones. The easement has an initial duration of approximately six months ending December 31, 2020 with three successive one-month extensions.

Given my desire to compensate the Phase I and II owners for any inconvenience or “potential” damage to the entry, Ameren agreed to pay the Association rather than Prospect Enterprises \$15,000. And so, I have attached its check number 0934361 in the amount of \$15,000 representing any

“potential” damage – though given its use of its easement West of the entry, any damage, if any, should be minimal.

The Concrete Issue

Given Ameren’s expected traffic and the potential harm to the concrete area, I recommend that the concrete repair procedure be deferred until next Spring. Perhaps the Association might care to retain the \$15,000 check to be applied against its portion of any repairs for the subject concrete. I have attached a copy of the Perpetual Easement/Maintenance Agreement recorded on November 30, 2015, which outlines the procedures to be followed when an updated estimate is secured next Spring.

Ultimate Sale of Phase III

Even though some individuals assumed that Prospect Enterprises proposed to sell Phase III to a developer of “Section 8” housing, such application was never intended. Specifically, the proposal was senior citizen subsidized housing, subsidized by the State of Illinois. Prospect Enterprises never entered into any written agreement, but instead only suggested that Prospect Enterprises had a “interest” in pursuing any such transaction. The transaction failed.

Over the course of Prospect Enterprises ownership of Phase III, more than a few developers have evidenced an interest in the potential purchase: a nursing home (Prospect Enterprises could not agree on the terms of the proposed sale and that developer instead purchased an unimproved lot and constructed the nursing home on a site near the airport and adjacent to the Federal Express building), apartments, duplexes and an office park. As you know, nothing has occurred to date; however, ~~I shall post an 8-foot square “For Sale” sign near Ameren’s easement with two feather signs.~~ In passing, with a view toward advising all of the private nature of Phase III, I expect to post a “Please No Trespassing” sign, including pets at the “V” entry and exit to Phase III.

Phase II Duplex Lots

Per the attached Peoria City Council resolution urged by the Williamsburg Residential Homeowners Association, if and when Phase II is developed, Prospect Enterprises must close the entry onto Jamestown Road in such a

Edward F. Sutkowski, Esq.

fashion as to only allow emergency vehicles access to the area. I am not confident that your Association and the owners would either support or adhere to the closing requirement – my best guess is the closure would be resisted by your Association which resistance would be supported by Prospect Enterprises.

I look forward to the opportunity of discussing the concrete issue this Spring.

Best regards,



Edward F. Sutkowski, Manager

G:\76\12001.000\2020.07.14 EFS letter to Chase.docx

Enclosures:

7/17/2020 Ameren Letter to Prospect Enterprises (copy)
Graphic
\$15,000 Check (original)
Perpetual Easement/Maintenance Agreement (copy)
Peoria City Council Resolution (copy)



July 17, 2020

Prospect Enterprises Llc
c/o Edward F Sutkowski
416 Main St Suite 400
Peoria, IL 616023141

Re: TR 95 | **BARTONVILLE TO PEORIA - HYDROSTATIC PRESSURE TEST** | **TR-95-152-PE-IL**
PIN: 1313203011

Dear Property Owner:

Ameren Illinois plans to conduct hydrostatic pressure testing¹ (Project) within isolated sections of one of its natural gas transmission pipelines located on or near your property in Peoria County, Illinois. Enclosed is an aerial drawing titled "Project Area" that depicts the general location of this pipeline.

This Project will help strengthen the integrity of our natural gas system and enhance public safety.

Weather permitting, we plan to begin work August 3, 2020. However, in the weeks leading up to the start date, you may notice crews preparing work areas along with material being delivered to the Project Area. Our projected completion of this testing is expected during the month of October, 2020.

If a work area is required on your property, we will make direct contact with you to inform you of pertinent details and how this may impact you. We assure you that Ameren Illinois and its contractors will make every effort to minimize the impact to property owners while performing this work. If any damage occurs to your property as a result of the testing, we will repair or pay for those damages after the project is complete.

Please keep this letter for your records and share this information with any tenants on the property. If you would like additional information regarding this Project, please contact Robert Young, Real Estate Project Manager on behalf of Ameren Illinois, at 417.414.0779 or robert.young@percheronllc.com or Maria Baur, at 618.301.5297 or mbaur@ameren.com.

Thank you for your patience while testing is underway.

Sincerely,

A handwritten signature in black ink, appearing to be "MB", written over a light blue horizontal line.

Maria Baur
Real Estate Agent
Ameren Illinois
10 Executive Dr.
Collinsville, IL 62234

¹ The Pipeline & Hazardous Materials Safety Administration (PHMSA) defines hydrostatic pressure testing as "a method of testing pipeline integrity in which the line is filled with a liquid, usually water, and then the pressure of the liquid is raised to a specific pressure that is maintained for a specific period of time. Any ruptures or leaks revealed during the test must be repaired and the test repeated until no problems are noted."

Exhibit "B"



The above designated tract containing approximately 10.62 acres, described in a warranty deed from Peoria Mobile Homes, in document number 03-25835 in the Record's Office of the County of Peoria, State of Illinois, and further designated with Peoria County, IL PIN Number 13-13-203-010.

Site address 6529 North War Memorial Drive, Peoria, IL 61615



CHECK
NUMBER

0934361

DATE
08/26/20

AMOUNT
\$15,000.00

PAY Fifteen Thousand Dollars And Zero Cents**

PAY
TO
THE
ORDER
OF

TOWNHOMES AT WILLIAMSBURG CONDOMINIUM
ASSOCIATION

206 SW ADAMS STREET
PEORIA, IL 61602

AUTHORIZED SIGNATURE

THIS ACCOUNT PROTECTED BY POSITIVE PAY
THIS CHECK VOID AFTER 180 DAYS

⑈0934361⑈ ⑆042205038⑆ 130111673088⑈

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
RE004115633	08/24/20	~157539~ .Damage payment	15,000.00	0.00	15,000.00
CHECK NUMBER 0934361	DATE 08/26/20	VENDOR NAME TOWNHOMES AT WILLIAMSBURG CONDOMINIUM ASSOCIATION	VENDOR NUM 116886	TOTAL AMOUNT 15,000.00	

358289

56147W

RESOLUTION NO. 03-444
CITY OF PEORIA.

Peoria, Illinois July 29 20 03

A RESOLUTION APPROVING THE PRELIMINARY PLAN OF THE WILLIAMSBURG OAKS TOWNHOUSES, A MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED NORTH OF ILLINOIS ROUTE 150 (WAR MEMORIAL) AND EAST OF GLOUCESTER COURT

WHEREAS, the City of Peoria has the authority to review subdivisions and developments within the limits of its corporate boundaries and within its mile and one half extra-territorial jurisdiction; and

WHEREAS, the City Planning Commission reviewed this request on July 16, 2003

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS:

Section 1. That the preliminary plan of Williamsburg Oaks Townhouses, a multi-family residential development for property located north of Illinois Route 150 (War Memorial Drive) and east of Gloucester Court attached hereto as (Exhibits A, A-1, A-2, A-3, and A-4), and have the following legal description (Attachment A) is hereby approved subject to the following conditions:

- 1) Residential access would not be allowed from Jamestown Road, except during Phase 1 of the development. Once the second phase is developed, access to Jamestown Road must be removed for all but emergency vehicles. Future residential access must be located from the entrance to the existing trailer park.
- 2) Sidewalks will be placed along Jamestown , along lot 49 of the development.
- 3) Development will provide Colonial style lighting; split rail fencing; visual screening including trees, plantings, and bushes along Jamestown Road; and streetlight standard as per exhibit #A- 4.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS THIS 29th DAY OF July, 2003.

APPROVED:

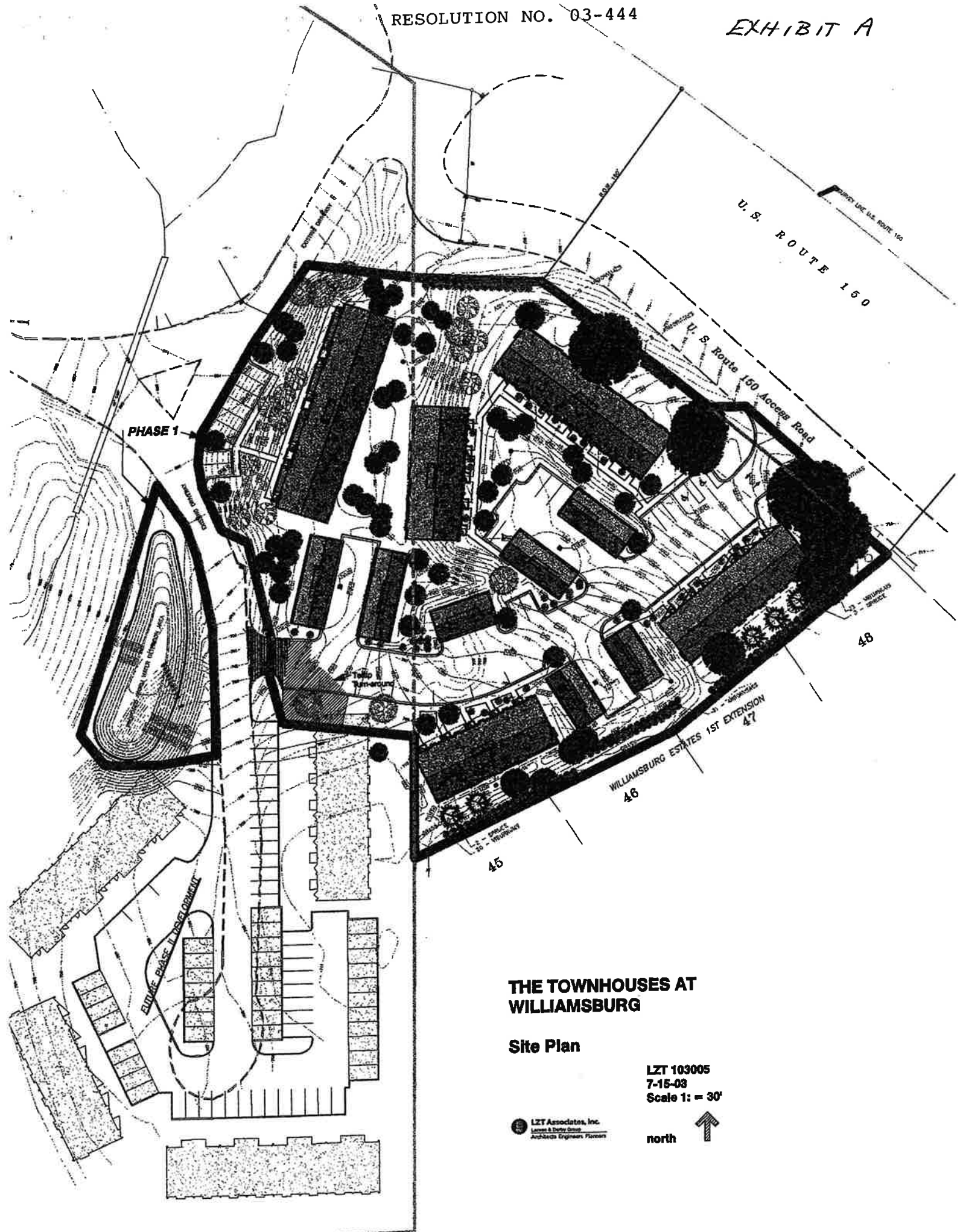

Mayor

ATTEST:


City Clerk

EXAMINED AND APPROVED


Corporation Counsel



**THE TOWNHOUSES AT
WILLIAMSBURG**

Site Plan

LZT 103005
7-15-03
Scale 1" = 30'

 LZT Associates, Inc.
Landscape & Site Design
Architects Engineers Planners

north 