

*Cover page for:*

**Preliminary Title Insurance Schedules  
(with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

**Title Underwriters Agency**

**(File Number: WW290834COM)**

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**Auction Tract 8**

**(Winnebago County, Illinois)**

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*For March 10, 2021 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Donald K. Busch, Sr., et al.**

Title Underwriters Agency  
agent for  
Chicago Title Insurance Co

**Transaction Identification Data for reference only:**

Issuing Agent: Title Underwriters Agency  
Issuing Office: 126 N. Water Street, Rockford, IL 61107  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: WW290834COM  
Issuing Office File Number: WW290834COM  
Property Address: 87XX E.State Street, , IL

Revision Number:  
Hud No.

**SCHEDULE A**

1. Commitment Date: January 7, 2021 at 07:59 AM
2. Policy to be issued:
  - (a) **Owner's Policy: ALTA - 2006 (6/17/06)**  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 of Schedule A  
 Proposed Policy Amount: \$ 10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Donald K. Busch, Sr.
5. The Land is described as follows:  
  
SEE EXHIBIT A ATTACHED HERETO

**Title Underwriters Agency**

By: *Jesse Raymer*  
Authorized Signatory

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Co. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Title Underwriters Agency  
agent for  
Chicago Title Insurance Co  
**SCHEDULE B, PART I**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from Donald K. Busch, Sr. conveying fee simple title to Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 of Schedule A.

For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

- b. Payment and Release of Mortgage from Donald K. Busch Sr., a single person to Union Savings Bank dated December 31, 2019 and recorded January 3, 2020 as Document No. 20201000247 to secure an amount not to exceed AND Assignment of Rents between Donald K. Busch Sr., a single person and Union Savings Bank dated December 31, 2019 and recorded January 3, 2020 as Document No. 20201000248.
- c. The Company should be provided a statement from the borrower(s) relative to the above mortgage(s) disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.
- d. NOTES FOR INFORMATION:
  1. A full-sized ALTA Survey, which should be provided 48 hours prior to closing, in addition, the ALTA Statement and Personal Undertaking should be furnished in order to delete the standard exceptions from the final title policy, pending review.
  2. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.

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Commitment No. WW290834COM

**SCHEDULE B**  
(Continued)

3. If a Zoning Endorsement is to be requested for this transaction this office should be notified as to who is providing us with the zoning letter from the municipality. Please contact the examiner noted on your commitment as soon as possible, as there is sometimes a three week delay in obtaining this information from various municipalities.

**Notes for Information**

1. The coverage afforded by this Commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the Company have been fully paid.
2. Extended coverage will be provided at no additional charge on all residential owners' policies if the Company is furnished a properly executed ALTA statement and current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

If the property to be insured is unimproved, or is improved with a structure other than one containing no more than four residential units, extended coverage over the six general exceptions must be requested and an additional charge will be made for such coverage. The Company should be furnished a properly executed ALTA statement and a current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

3. Mortgage policies insuring a first lien position on one to four family properties will contain our Environmental Protection Lien, ALTA endorsement - Form 8.1.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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Commitment No. WW290834COM

**SCHEDULE B**  
(Continued)

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes for the year 2020 and subsequent years.

## PARCEL I:

P.I.N. Number: 12-24-451-006 (2019 \$1,058.18)  
Lot Dimensions 29.21 acres  
Township Rockford

## PARCEL II:

P.I.N. Number: 12-24-451-007 (2019 \$649.78)  
Lot Dimensions 16.69 acres  
Township Rockford

P.I.N. Number: 12-24-476-003 (2019 \$178.92)  
Lot Dimensions 5.42 acres  
Township Rockford

8. Title to that part of insured premises that may be within the bounds of any road, highway, street or alley.  
(Affects Parcel I)
9. Transmission Line Right-of-Way Agreement to Rockford Electric Company recorded July 17, 1930 in Book 351 of Mortgages on Page 465.  
(Affects Parcel I)

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**SCHEDULE B**  
(Continued)

- 10. Building setbacks, utility and sanitary sewer easements, and easement provisions, as set forth on the recorded Final Plat of Plat No. 1 of City East.  
(Affects Parcel II)
  
- 11. Notes as contained on recorded Final Plat of Plat No. 1 of City East as follows:  
  
No additional point access point other than Nicole Place as shown shall be allowed along U.S. Business 20 for this subdivision.  
  
No access on to Nicole Place from this subdivision shall be allowed for 200' from the Southerly proposed edge of pavement on U.S. Business Route 20.  
(Affects Parcel II)
  
- 12. Unrecorded leases, if any, and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.

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## EXHIBIT A

### PARCEL I:

Part of the Southeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows: Commencing at the Southeast corner of the Southeast Quarter (1/4) of said Section; thence South 87 degrees 45' 40" West, along the South line of the Southeast Quarter (1/4) of said Section, a distance of 720.39 feet to the Southeast corner of premises conveyed to American National Bank and Trust Company by Deed recorded on Microfilm No. 7305-1984 in the Recorder's Office of Winnebago County, Illinois; and to the point of beginning for the following described premises; thence continuing South 87 degrees 45' 40" West, along the South line of the Southeast Quarter (1/4) of said Section, a distance of 1399.48 feet to the Southwest corner of premises conveyed to American National Bank and Trust Company as aforesaid; thence North 00 degrees 45' 21" West, along the West line of premises conveyed to American National Bank and Trust Company as aforesaid, a distance of 910.00 feet; thence North 88 degrees 11' 01" East, a distance of 1399.37 feet to the East line of said premises conveyed to American National Bank and Trust Company and to the West line of premises conveyed to Commonwealth Edison Company by Deed recorded on Microfilm No. 7002-1021 in said Recorder's Office; thence South 00 degrees 44' 53" East, along said line, a distance of 899.68 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

### PARCEL II:

Lots One (1) and Two (2) as designated upon Plat No. 1 of City East, being a Subdivision of part of the Southeast Quarter (1/4) of Section 24, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded August 7, 2008 in Book 48 of Plats on Page 170A as Document No. 200800837684; situated in the County of Winnebago and the State of Illinois.

first part, any loss collected to be used in rebuilding or restoring the premises.

It is further expressly understood and agreed by and between the parties hereto that in case of the failure of the said parties of the second part to make either of the payments, or any part thereof, or perform any covenants on their part hereby made and entered into, this contract shall, at the option of the said parties of the first part, be forfeited and determined, and the said parties of the second part shall forfeit all payments made by them on this contract, and such payments shall be retained by the said parties of the first part in full satisfaction and in liquidation of all damages by them sustained, and they shall have the right to re-enter and take possession of the premises aforesaid.

It is mutually agreed, by and between the parties hereto, that the time of payment shall be the essence of this contract; and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties, except as to the interest of the said parties of the second part in said premises, which is as joint tenants and not as tenants in common.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Ellen Olson	(SEAL)
O. Alfred Olson	(SEAL)
Vernon D. Wood	(SEAL)
Alpha Wood	(SEAL)

Filed for record on the 17th day of July, A. D. 1930 at 2:30 o'clock P. M.

John A. Bowman,  
Recorder

No. 309398

TRANSMISSION LINE RIGHT OF WAY AGREEMENT

No. 13

The undersigned, Thaddous G. Davis and Mary Davis, his wife, of Belvidere, Boone County, Illinois, in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) in hand paid, receipt of which is hereby acknowledged, and the further sum of Three Hundred Seventy five and no/100 Dollars (\$375.00) to be paid when construction begins, does hereby grant, convey and warrant to the Rockford Electric Company, a corporation, permission to erect, maintain and operate an electric transmission line of steel towers with anchors and appropriate wires and cables, insulators, devices and other appurtenances necessary to the proper construction thereof, together with the right to cut and remove all trees and brush now or hereafter growing on the strip of land lying within fifty (50) feet on either side of the center line of such proposed transmission line as same has been surveyed and located, over and across the premises described as follows:

Part of the southeast one fourth of Section 24 in township 44 North, Range 2, East of the Third P. M., in the county of Winnebago, State of Illinois, together with the right to enter upon said premises either at the ends of the strip or over abutting property through established lanes, entrances or gates of the grantor for the purpose of erecting, repairing, removing or inspecting said transmission line or any part thereof.

The grantor further agrees that no trees will be planted on said strip of land and also that no buildings, structures or obstructions other than farm machinery and fences under



six feet in height shall be placed or permitted to remain on said strip of land without the consent of the grantee. The grantor warrants that he is the owner of the within described premises and that there are the following encumbrances on said property; None.

The grantee shall not have the right to erect any fence or other structure on said land other than towers, wires and attachments or appurtenances and the right is hereby expressly reserved to said grantor of every use and enjoyment of said land not inconsistent with the grantee's rights as herein stated.

It is agreed that the steel structures to be erected under this contract shall be located and erected as nearly as possible as follows: On a center line approximately twenty (20) feet north of and parallel to the section line which is the South Boundary of the grantor's property.

Three towers will be erected on these premises., and that all wires suspended on said towers shall have a minimum clearance of not less than twenty (20) feet from the ground, and the base of the steel towers shall not exceed twenty five (25) feet square at the ground line.

It is further agreed that said grantee shall protect and save harmless said grantor from any or all loss or damage resulting from the negligence of said grantee or its agents in the erection, maintenance, and operation of said transmission line, or the exercise by grantee of any of the rights granted hereunder, or in any way arising from the use by said grantee of any of the property herein above described.

The provisions hereof shall be binding upon the respective successors, assigns and personal representatives of the parties hereto.

Witness the hands and seals of the grantors this sixth day of July, A. D. 1929.

Thaddeus G. Davis (SEAL)

Witness Kenneth R. Brown

Mary E. Davis (SEAL)

The undersigned tenant and person in possession of the premises above described, in consideration of one dollar to him in hand paid by the Rockford Electric Company, receipt of which is hereby acknowledged, does hereby consent and agree that said company, its successors and assigns, may construct, maintain and operate an electric transmission line over and across said premises upon the same terms and conditions as are stated and set forth in said instrument.

Witness my hand - seal this Sixteenth day of August, 1929.

Harry H. Fenton (SEAL)

Received this Sixth day of August, 1929, the sum of Three hundred seventy five dollars (\$375.00) in full settlement for this grant.

Thad- G. Davis

STATE OF ILLINOIS )  
                          )SS  
COUNTY OF BOONE )

Personally appeared before me this sixth day of July, A. D. 1929, the above named Thaddeus G. Davis & Mary Davis, his wife, to me known to be the same persons who executed the foregoing instrument and acknowledged that they signed, sealed and delivered the same as their free and voluntary act, for the uses and purposes therein set forth.

Kenneth R. Brown,

Kenneth Robb Brown,

Notary Public,

Notary Public

Whiteside County, Ill.

Filed for record on the 17th day of July, A. D. 1930 at 3:15 o'clock P. M.

No. 309403

John A. Bowman, Recorder



**R. K. Johnson & Associates, Inc.**  
Consulting Civil Engineers and Land Surveyors

1515 Windsor Road  
P.O. Box 2205  
Loves Park, Illinois  
61131  
815/633-5097

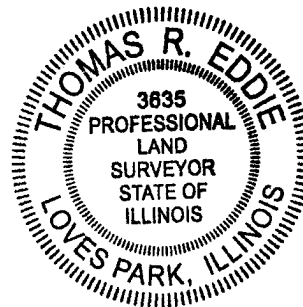
Date: AUG. 7th 2008

Boone County Recorder  
601 N. Main Street  
Belvidere, IL 61008

To Whom It May Concern:

In accordance with Senate bill 0325, I Thomas R. Eddie, an Illinois Professional Land Surveyor, hereby authorize JOSEPH AU to file the Final Plat of PLAT No. 1 OF CITY EAST for recording.

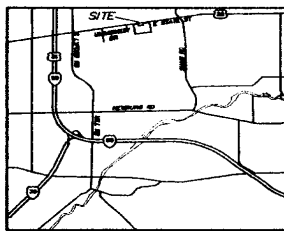
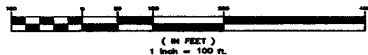
Signed: Thomas R. Eddie  
Thomas R. Eddie  
Illinois Professional Land Surveyor  
Surveyor No. 3635



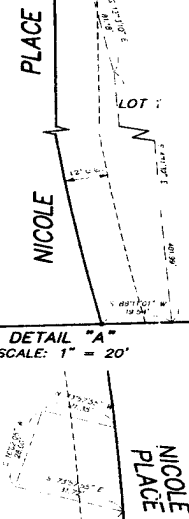
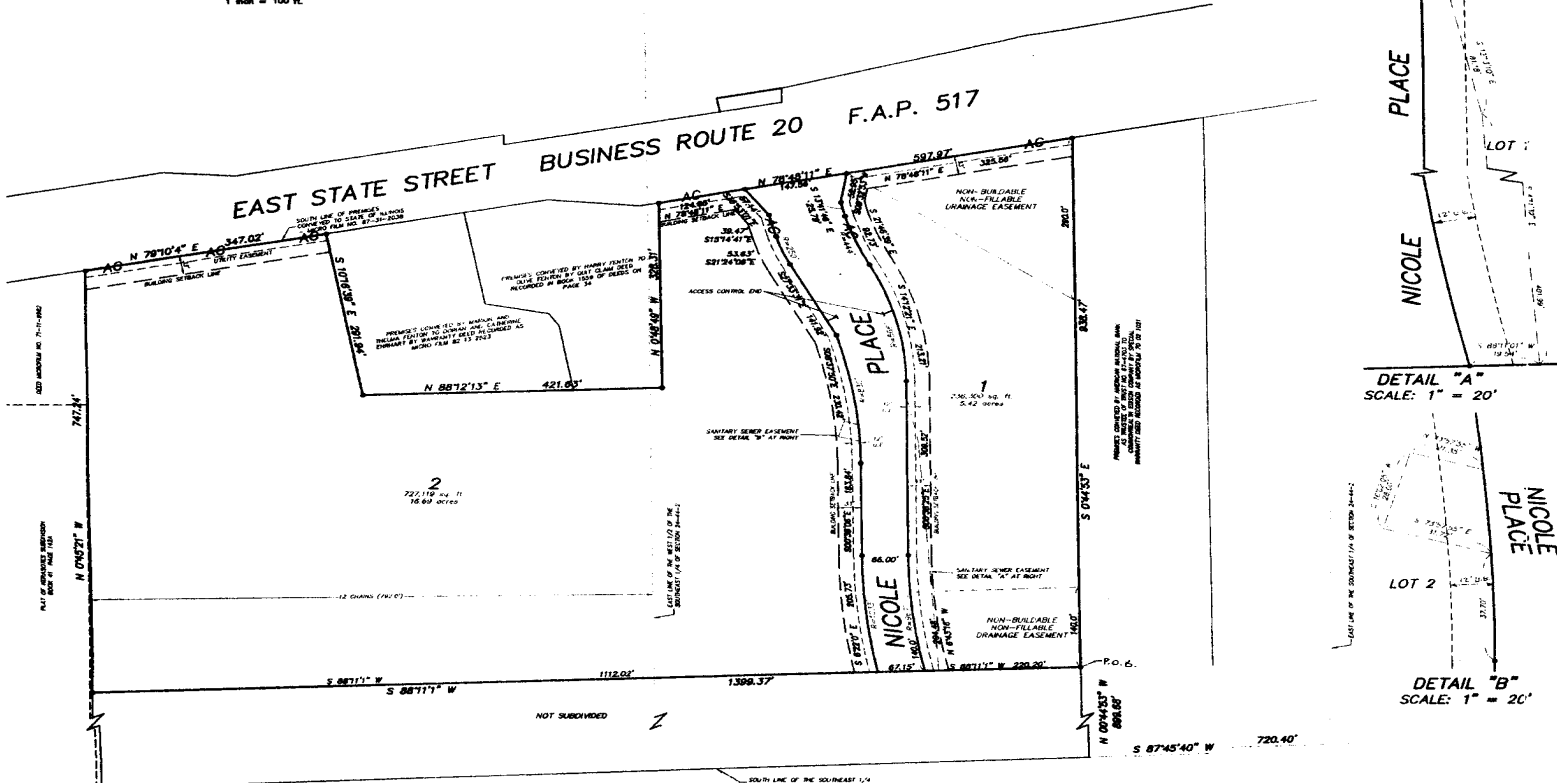
**FINAL PLAT  
OF  
PLAT NO. 1 OF  
CITY EAST**

BEING A SUBDIVISION OF PART OF THE SOUTHEAST  
QUARTER OF SECTION 24, TOWNSHIP 44 NORTH,  
RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN  
WINNEBAGO COUNTY, ILLINOIS  
JUNE 2008

GRAPHIC SCALE



**EAST STATE STREET BUSINESS ROUTE 20 F.A.P. 517**



**LEGAL DESCRIPTION**

I HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNERS I HAVE SURVEYED AND SUBDIVIDED, ACCORDING TO THE ATTACHED FINAL PLAT OF PLAT NO. 1 OF ~~1999~~ ~~COMMERCIAL~~ A PART OF THE SOUTHEAST QUARTER (SQ) OF SECTION TWENTY-FOUR (24), TOWNSHIP FORTY-FOUR (44) NORTH, RANGE TWO (2) EAST OF THE THIRD (3RD) PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION WHICH BEARS SOUTH 87 DEGREES 45' 40" WEST, 720.40 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION, SAID POINT BEING THE SOUTHWEST CORNER OF PREMISES CONVEYED BY AMERICAN NATIONAL BANK AS TRUSTEE OF TRUST NUMBER 87-2703 TO COMMONWEALTH EDISON COMPANY BY SPECIAL WARRANTY DEED RECORDED AS MICROFILM 75-08-1087 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, THENCE NORTH 00 DEGREES 44' 53" WEST, ALONG THE WEST LINE OF PREMISES SO CONVEYED TO COMMONWEALTH EDISON, 808.68 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PREMISES, TO-WIT: THENCE SOUTH 88 DEGREES 11' 01" WEST, 1308.37 FEET TO A POINT WHICH BEARS SOUTH 88 DEGREES 11' 01" WEST, 12.0 CHAINS FROM THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE NORTH 00 DEGREES 45' 21" WEST, PARALLEL WITH THE EAST LINE OF SAID SECTION, 747.24 FEET TO THE SOUTH LINE OF PREMISES CONVEYED BY AMERICAN NATIONAL BANK AND TRUST COMPANY (A/N/B AMERICAN BANK TRUST NUMBER 77-2088) TO THE STATE OF ILLINOIS BY TRUSTEE DEED RECORDED AS MICROFILM 87-31-2038 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, THENCE NORTH 78 DEGREES 10' 01" EAST, ALONG THE SOUTH LINE OF SAID PREMISES CONVEYED TO THE STATE OF ILLINOIS AS APFORESAID, 347.02 FEET TO THE WEST LINE OF PREMISES CONVEYED BY MARION AND THELMA FENTON TO DORIAN AND CALMERIE ENHART BY WARRANTY DEED RECORDED AS MICROFILM 85-13-2533 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, THENCE SOUTH 10 DEGREES 18' 38" EAST, ALONG THE WEST LINE OF SAID PREMISES SO CONVEYED TO ENHART AS APFORESAID, 291.84 FEET TO THE SOUTHWEST CORNER OF SAID LAST MENTIONED PREMISES, THENCE NORTH 88 DEGREES 12' 13" EAST, ALONG THE SOUTH LINE OF SAID LAST MENTIONED PREMISES AND THE SOUTH LINE OF PREMISES CONVEYED BY HENRY FENTON TO OLIVE FENTON BY GIFT CLAUSE DEED RECORDED IN BOOK 1858 OF DEEDS ON PAGE 34 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, A DISTANCE OF 421.83 FEET TO THE SOUTHWEST CORNER OF SAID PREMISES CONVEYED TO FENTON AS APFORESAID, THENCE NORTH 00 DEGREES 48' 48" WEST, ALONG THE EAST LINE OF SAID PREMISES CONVEYED TO FENTON AS APFORESAID, 382.31 FEET TO THE SOUTH LINE OF SAID PREMISES CONVEYED TO THE STATE OF ILLINOIS AS APFORESAID, THENCE NORTH 78 DEGREES 48' 11" EAST, ALONG THE SOUTH LINE OF SAID PREMISES SO CONVEYED TO THE STATE OF ILLINOIS AS APFORESAID, 587.82 FEET TO THE WEST LINE OF SAID PREMISES SO CONVEYED TO COMMONWEALTH EDISON COMPANY AS APFORESAID, THENCE SOUTH 00 DEGREES 44' 53" WEST, ALONG SAID WEST LINE OF PREMISES SO CONVEYED TO COMMONWEALTH EDISON COMPANY, 836.41 FEET TO THE POINT OF BEGINNING. SITUATED IN THE COUNTY OF WINNEBAGO, AND STATE OF ILLINOIS, CONTAINING 23.74 ACRES.

"Dimensions are given in feet and decimals of a foot, iron pins 3/4-inch in diameter and 4 feet long have been found or set at all points marked on the plat with a metal dot, and iron pins 5/8-inch in diameter and 3 feet long have been found or set at all other lot corners. Dimensions along curved lines represent a chord measurement."

"I further certify that the land above described is situated within the incorporated Village of Cherry Valley, Illinois."

"I further certify that (no) part of this plat to be recorded is situated within 500 feet of any surface drain or watercourse serving a tributary area of 640 acres or more."

"I further certify that no part of the property covered by this Plat of City East is located within a special flood hazard area."

"When under my hand and seal this 9th day of JUNE, A.D. 2008."

Thomas R. Eddie  
Notary Public and Surveyor  
Professional Land Surveyor No. 3633  
Expiration Date 11-30-2008



**CERTIFICATION OF DEDICATION BY PROPERTY OWNER:**  
"As owner(s), I (we) hereby certify that I (we) have caused the land described in the foregoing affidavit of the surveyor to be surveyed, platted, and mapped as presented on this plat. All streets, alleys, easements, parks, playgrounds and school sites shown on this plat are hereby dedicated to the public purposes, and all easements shown are granted to the community as a whole. I (we) further certify that to the best of our knowledge, this land is situated within Community Unit School District #205 in Winnebago County, Illinois, and is not subject to any other claims, liens, or interests, and is not subject to any other claims, liens, or interests."

Owner(s) Joseph T. Au, President  
Address: 6375 SAUNN BARRAGE RD., ROCKFORD, IL 61114

Note: No additional point access point other than Nicole Place from the subdivision.  
No access on to Nicole Place from the subdivision shall be allowed for 200' from the southerly proposed edge of pavement on U.S. Business Route 20.

**CERTIFICATION BY NOTARY PUBLIC:**  
I, JAMES C. WILLIAMS, a Notary Public in and for the County of Winnebago, in the State of Illinois do hereby certify that DAVID W. DORR, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and authorized said instrument and (severally) acknowledged that he (they) signed, sealed as his (their) free and voluntary act for the uses and purposes herein set forth."

"When under my hand and Notarial Seal this 9th day of JUNE, A.D. 2008"

Notary Public James C. Williams



**CERTIFICATION BY PLAT OFFICER:**  
"All streets shown herein have been graded, drained and surfaced and all drainage structures have been built, or required or have been provided for by bond contract or other agreement approved by the Board of Trustees."  
Dated this 10 day of JUNE, A.D. 2008."

Village Plat Officer David W. Dorrr

**CERTIFICATION BY PRESIDENT OF THE BOARD OF TRUSTEES:**  
"This is to certify that the Board of Trustees of the Village of Cherry Valley, Illinois, has reviewed and approved the annexed plat of PLAT NO. 1 OF CITY EAST and hereby authorized it to be recorded."  
In witness thereof, I have hereunto set my hand this 10 day of JUNE, A.D. 2008."

President of the Board of Trustees David W. Dorrr

**CERTIFICATION BY VILLAGE ENGINEER OR DESIGNATED ENGINEER:**  
"Facilities and structures for the orderly runoff or detention of rain and melting snow have been designed in accordance with the Stormwater Detention Regulation of the Village for this subdivision and have been approved by the Village Engineer or Designated Engineer."

Village Engineer David W. Dorrr

**CERTIFICATION OF COUNTY CLERK:**  
I, MARGARET MULLINS, County Clerk of Winnebago County in 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 lands embraced within the attached plat of PLAT NO. 1 OF CITY EAST, and I have hereunto set my hand and seal of the County of Winnebago, Illinois, this 11th day of JUNE, A.D. 2008."

County Clerk Margaret Mullins



**CERTIFICATION OF COUNTY RECORDER:**  
Filed for record this 11th day of AUGUST, 2008, at 3 o'clock P.M. Recorded in Book 46 of Plans, Page 102B and examined."  
County Recorder David W. Dorrr  
Document Number 000200837684

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF AN ACT TO REVISE THE LAW IN RELATION TO PLATS, AS AMENDED.  
Angie E. Ryan  
DISTRICT ENGINEER

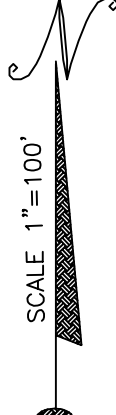
PREPARED BY:  
**R.K. JOHNSON & ASSOCIATES, INC.**  
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS  
1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111  
(815) 633-5097 (815) 633-4593 (FAX)  
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000985  
JUNE 27, 2008 JOB NO. 14272

CERTIFICATE OF SURVEY

OF PROPERTY DESCRIBED AS:

PARCEL I:  
PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION; THENCE SOUTH 87 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION, A DISTANCE OF 720.39 FEET TO THE SOUTHEAST CORNER OF PREMISES CONVEYED TO AMERICAN NATIONAL BANK AND TRUST COMPANY BY DEED RECORDED ON MICROFILM NO. 73-05-1984 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; AND TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PREMISES; THENCE CONTINUING SOUTH 87 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION, A DISTANCE OF 1399.48 FEET TO THE SOUTHWEST CORNER OF PREMISES CONVEYED TO AMERICAN NATIONAL BANK AND TRUST COMPANY AS AFORESAID; THENCE NORTH 00 DEGREES 45 MINUTES 21 SECONDS WEST, ALONG THE WEST LINE OF PREMISES CONVEYED TO AMERICAN NATIONAL BANK AND TRUST COMPANY AS AFORESAID, A DISTANCE OF 910.00 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 01 SECONDS EAST, A DISTANCE OF 1399.37 FEET TO THE EAST LINE OF SAID PREMISES CONVEYED TO AMERICAN NATIONAL BANK AND TRUST COMPANY AND TO THE WEST LINE OF PREMISES CONVEYED TO COMMONWEALTH EDISON COMPANY BY DEED RECORDED ON MICROFILM NO. 70-02-1021 IN SAID RECORDER'S OFFICE; THENCE SOUTH 00 DEGREES 44 MINUTES 53 SECONDS EAST, ALONG SAID LINE, A DISTANCE OF 899.68 FEET TO THE POINT OF BEGINNING SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS. APPROXIMATELY 29.21 ACRES

PARCEL II:  
LOTS ONE (1) AND TWO (2) AS DESIGNATED UPON PLAT NO. 1 OF CITY EAST, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED AUGUST 7, 2008 IN BOOK 48 OF PLATS ON PAGE 170A AS DOCUMENT NO. 200800837684; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.



I HEREBY CERTIFY that I have surveyed the above described property to locate the boundaries and corners thereof and that I found them as shown upon the adjacent Plat of Survey which is a true and correct representation of the Survey. Survey monuments were found or set at points as indicated thereon. Dimensions are given in feet and decimals of a foot unless otherwise specified.

Dated this 19th day of January, 2021. Rockford, Illinois.  
Order No. 4463

NOTE:  
ORDINANCE ANNEXING PROPERTY TO THE VILLAGE OF CHERRY VALLEY RECORDED AS DOCUMENT NO. 0178352.  
NO ACCESS TO U.S. BUSINESS ROUTE 20 SHALL BE ALLOWED EXCEPT BY NICOLE PLACE.



HERITAGE ENGINEERING, LTD.  
P.O. Box 5145  
Rockford, IL 61125  
John P. Malburg, I.P.L.S. 035-002224

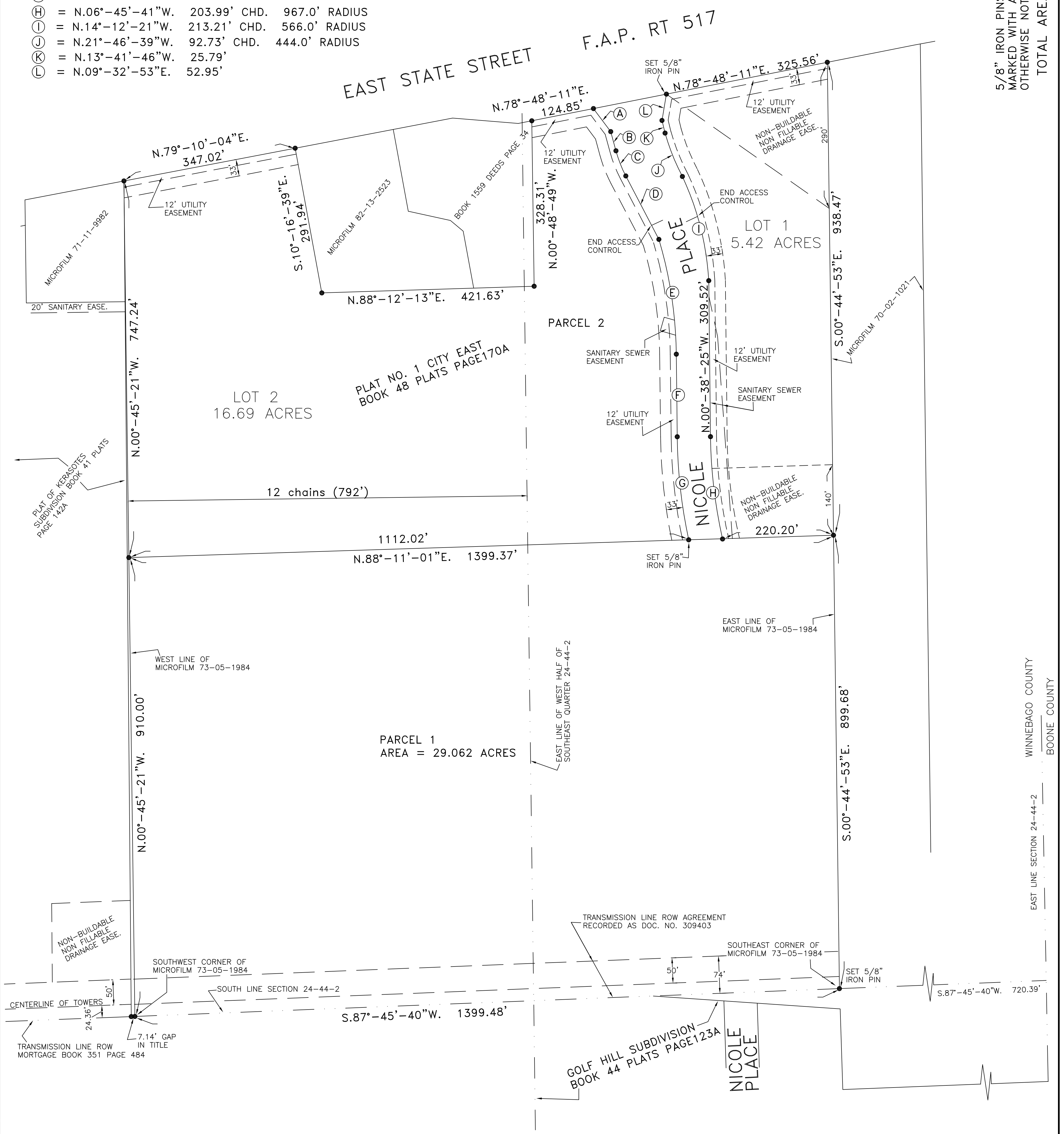
- (A) = S.36°-53'-01"E. 57.14'
- (B) = S.15°-14'-41"E. 39.47'
- (C) = S.21°-24'-06"E. 53.63' CHD. 250.0' RADIUS
- (D) = S.27°-33'-31"E. 141.92'
- (E) = S.08°-37'-50"E. 230.42' CHD. 830.0' RADIUS
- (F) = S.00°-39'-06"E. 163.84'
- (G) = S.06°-22'-04"E. 205.72' CHD. 1033.0' RADIUS
- (H) = N.06°-45'-41"W. 203.99' CHD. 967.0' RADIUS
- (I) = N.14°-12'-21"W. 213.21' CHD. 566.0' RADIUS
- (J) = N.21°-46'-39"W. 92.73' CHD. 444.0' RADIUS
- (K) = N.13°-41'-46"W. 25.79'
- (L) = N.09°-32'-53"E. 52.95'

CERTIFIED BOUNDARY SURVEY  
 OF PART OF PLAT NO. 1 OF CITY EAST  
 AND PART OF THE SOUTHEAST QUARTER OF  
 SECTION 24, TOWNSHIP 44 NORTH, RANGE 2 EAST  
 OF THIRD PM WINNEBAGO COUNTY, ILLINOIS

HERITAGE ENGINEERING, LTD.  
P.O. BOX 5145  
ROCKFORD, ILLINOIS 61125  
PHONE: 815/398-5715  
FAX: 815/398-5715

DATE: 01-19-21  
SCALE: 1" = 100'  
SHEET: 1 OF 1  
ORDER NO.: 4463

5/8" IRON PINS FOUND AT POINTS  
 MARKED WITH A SOLID DOT UNLESS  
 OTHERWISE NOTED  
 TOTAL AREA=51.172 ACRES



WINNEBAGO COUNTY  
 BOONE COUNTY