

Prepared By: Max L. Tedford
Cox, Phillips, Weber, Tedford,
Heap & Ayres, P.C.
122 S. Van Buren Street
P.O. Box 7
Newton, IL 62448
(618) 783-8471

RECORDER'S DATA ONLY

WARRANTY DEED

The Grantor, THE CITY OF NEWTON, ILLINOIS, a Municipal Corporation of 108 N. Van Buren St., Newton, Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, conveys and warrants to Grantee,

_____ of _____,

the following described real estate, to-wit:

(INSERT LEGAL DESCRIPTION)

SUBJECT TO AND RESERVING TO THE GRANTOR, THE CITY OF NEWTON, ILLINOIS THE POSSIBILITY OF REVERTER AS PROVIDED FOR IN THAT CERTAIN AGREEMENT TO PURCHASE BETWEEN GRANTOR AND GRANTEE DATED _____, 20____, WHICH AGREEMENT TO PURCHASE IS INCORPORATED HEREIN BY THIS REFERENCE.

Further Subject to the following:

- (1) all taxes and special assessments payable after date of closing;
- (2) zoning laws and ordinances of which there are no violations;
- (3) restrictions, conditions and covenants of record;
- (4) private, public and utility easements of record;
- (5) roads, and rights of way of record;

- (6) drainage ditches, feeders, laterals and underground tiles;
- (7) all prior reservations, exceptions or conveyances of oil, gas or other mineral title;
- (8) existing leases and tenancies, if any;
- (9) conditions, covenants, easements, restrictions and rights of way, if any, as set forth in the Plat of Five Aprils Crossing Subdivision recorded on June 20, 2012 as Document No. 1469 in Book 234 at page 1043-1050 in the Office of the Recorder of Jasper County, Illinois.
- (10) all of the terms, conditions and provisions of the above-referenced AGREEMENT TO PURCHASE between Grantor and Grantee

Situated in the County of Jasper in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Dated this _____ day of _____, 20_____.

THE CITY OF NEWTON, ILLINOIS, a
Municipal Corporation

MARK BOLANDER, Mayor

ATTEST:

JEAN GHAST, City Clerk

STATE OF ILLINOIS)
)
COUNTY OF JASPER) SS:

I, the undersigned, a Notary Public, in and for said county, in the state aforesaid, DO HEREBY CERTIFY that MARK BOLANDER, personally known to me to be Mayor of THE CITY OF NEWTON, ILLINOIS, a Municipal Corporation, and JEAN GHAST, personally known to me to be the City Clerk of THE CITY OF NEWTON, ILLINOIS, a Municipal Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument as Mayor and City Clerk of THE CITY OF NEWTON, ILLINOIS, a Municipal Corporation, and caused the corporate seal of THE CITY OF NEWTON,

ILLINOIS, a Municipal Corporation, to be affixed thereto, pursuant to the authority given by the City Council of THE CITY OF NEWTON, ILLINOIS, a Municipal Corporation as their free and voluntary act and as the free and voluntary act and deed of THE CITY OF NEWTON, ILLINOIS, a Municipal Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____,
20____.

Notary Public

Mail Tax Statements To :

This instrument was prepared at the specific request of and based solely on information supplied by one or more of the parties to this conveyance or their agents, and without examination of title or abstract. The drafter assumes no liability for any errors, inaccuracy or omissions in this instrument resulting from the information provided. The parties hereto signify their assent to this disclaimer by the execution and the acceptance of this instrument.

Prepared By: Max L. Tedford
Cox, Phillips, Weber, Tedford,
Heap & Ayres, P.C.
122 South Van Buren Street
P.O. Box 7
Newton, IL 62448
(618) 783-8471

RECORDER'S DATA ONLY

AGREEMENT TO PURCHASE

_____, Buyer, of _____,
Phone: _____ agrees to purchase at a price of _____
(\$_____) on the terms set forth, the following real estate (the Real Estate)
legally described as:

(INSERT LEGAL)

commonly known as: _____, Newton, IL
62448, with approximately _____ acres. Lot size or acreage is not warranted, and
shall not affect the purchase price.

Seller, The City Newton, Illinois, 108 N. Van Buren Street, Newton, Illinois,
Phone: (618) 783-8451 agrees to sell the Real Estate at the price and terms set forth
and convey to Buyer on the following terms and conditions:

1. PAYMENT. Buyer has paid _____ Dollars (\$_____)
earnest money to Seller, and Buyer agrees to pay the entire purchase price, plus or
minus prorations, in cash or its equivalent at time of closing.

2. CONTINGENCIES. This Agreement has no contingencies except as are
provided for herein.

3. CLOSING. This transaction shall be closed within thirty (30) days after
approval of the City Council of the City of Newton, Illinois, or on such other date as
mutually agreed by the parties in writing at the office of Seller's attorney or Weber Title,
Inc., or elsewhere in Jasper County, Illinois. The costs of closing shall be paid one-half
by Buyer and one-half by Seller.

4. POSSESSION. Seller shall deliver possession on date of closing.

5. CONSTRUCTION OBLIGATIONS AND POSSIBILITY OF REVERTER.

Buyer acknowledges that the Real Estate is zoned _____, Single Family Residential District and is restricted for residential use only. The Buyer shall:

A. Within one (1) year from the date this Agreement or within one (1) year from the completion of the streets and utilities in the subdivision (whichever comes later) Buyer shall substantially complete construction of a single-family residential structure in compliance with the Certificate of Plating and Certificate of Restriction and Covenants of Five Aprils Crossing Subdivision and in compliance with all of the terms, conditions and regulations provided for in the Newton City Code, including but not limited to the City's building, electric, property maintenance and zoning codes.

B. Unless a time extension is granted by the City Council of the City of Newton, Illinois after written application for a time extension, if Buyer fails to substantially complete the construction of a single-family residence on the Real Estate within one (1) year from the date of this Agreement or within one (1) year from the completion of the streets and utilities, then the Real Estate shall revert to Seller, together with any and all improvements thereon. The provisions of this Paragraph 5 shall survive closing and shall be included in the deed conveying the Real Estate to the Buyer. If the Buyer satisfies the provisions of this Paragraph 5, or the Seller otherwise authorizes, the Seller shall release the possibility of reverter.

6. INFRASTRUCTURE. Water and Sewer infrastructure shall be constructed by the City of Newton which shall include water and sewer, as per the Illinois Environmental Protection Agency. The City of Newton shall construct the streets, pursuant to the Plat of Five Aprils Crossing Subdivision. A sidewalk may be constructed by the City of Newton at its sole discretion, when homes are substantially completed and if tax increment financing funds are available. Buyer shall pay to the City of Newton, Illinois. a \$_____ hookup fee for water service and a \$_____ hookup fee for sewer service prior to water and sewer connection.

7. TAXES. Seller shall give Buyer a credit for the 20_____ real estate taxes due and payable in 20_____ at closing based on the latest available information. Buyer shall then pay the 20_____ real estate taxes when they come due and shall also pay the 20_____ real estate taxes due and payable in 20_____ and all real estate taxes for subsequent years.

8. TITLE EVIDENCE. Upon approval of this agreement by the City Council of the City of Newton, Illinois, Seller shall, at Seller's expense within a reasonable period of time prior to closing, furnish to Buyer a Commitment for Owners Title Insurance. Seller shall, at Seller's expense, provide Buyer a title search and title insurance policy in the amount of the purchase price, dated after the date of this agreement, containing the standard American Land Title Association provisions, and containing exceptions normally accepted by lenders doing business in Jasper County, Illinois.

9. TITLE CONDITIONS:

A. The title may be subject to:

- (1) All taxes and special assessments payable after date of closing;
- (2) Zoning laws and ordinances of which there are no violations;
- (3) Restrictions, conditions and covenants of record;
- (4) Private, public and utility easements of record;
- (5) Roads, and rights of way of record;
- (6) Drainage ditches, feeders, laterals and underground tiles;
- (7) All prior reservations, exceptions or conveyances of oil, gas or other mineral title;
- (8) Existing leases and tenancies, if any;
- (9) The possibility of reverter set forth in Paragraph 5 of this Agreement.
- (10) Conditions, covenants, easements, restrictions and rights of way, if any, as set forth in the Plat of Five Aprils Crossing Subdivision recorded on June 20, 2012 as Document No. 1469 in Book 234 at page 1043-1050 in the Office of the Recorder of Jasper County, Illinois.

B. If title has defects which cannot be removed by date of closing, Seller may postpone closing for up to 30 days for purposes of clearing such defects or securing title insurance to insure over such defects.

C. If the title has defects which constitute interests, encumbrances or liens of ascertainable amounts which may be removed by the payment of money at closing then either party, upon giving written notice to the other of his intention. may clear the same by using funds from closing.

D. If the title has defects which cannot be cleared under paragraphs B or C, then Buyer may at their election terminate this agreement and their earnest deposit shall be returned to them, or Buyer may elect to take the property subject to the defects. Buyers' election must be in writing and directed to Seller or Sellers' agent.

10. CONVEYANCE. At closing Seller shall convey the Real Estate by General Warranty Deed pursuant to 765 ILCS 5/9, subject to the possibility of reverter set forth in Paragraph 5 of this Agreement as well as those matters set forth in Paragraphs 8 and 9 above.

11. TRANSFER TAXES. Seller further agrees to pay at closing any real estate transfer tax and to provide a completed State of Illinois Department of Revenue Real Estate Transfer Declaration (PTAX-203), if applicable.

12. ACKNOWLEDGMENTS.

A. Buyer and Seller acknowledge that the Real Estate is vacant land with no improvements.

B. BUYER AGREES THAT HE/SHE/THEY ARE BUYING THE REAL ESTATE AS IS WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, UNLESS IT IS EXPRESSLY STATED IN A WRITING SIGNED BY THE SELLER.

13. DEFAULT. If Buyer fails to fully and faithfully perform each and every term and obligation of this Agreement, Seller may pursue any and all remedies available to Seller at law or in equity. If Seller files a lawsuit to enforce this Agreement, Seller shall be entitled to recover from Buyer any and all reasonable costs, expenses and attorney fees incurred by Seller in connection therewith as additional damages.

14. NOTICES. Notices required by this Agreement shall be in writing and may be served by personal delivery, or by mailing the same certified mail, return receipt requested, telegram, commercial express mail or electronic facsimile, to the addresses stated above. Notice shall be deemed to have been served on the date of mailing, or transmission.

15. DISCLOSURE. Buyer and Seller agree to make all disclosures and perform all acts necessary to comply with applicable federal and state laws, and to satisfy the requirements, if any, of the mortgage lender and settlement agent.

16. TIME AND SURVIVAL. Time is of the essence of this Agreement. All of the terms of this Agreement shall be binding upon the respective parties, their executors, administrators, successors and assigns and shall survive closing of the transaction and deed transfer.

17. GENDER. Where appropriate singular denotes plural and masculine denotes feminine and neuter gender.

18. FINANCIAL INCENTIVES. For lots purchased by December 31, 2014 and subject to the conditions herein imposed, if Buyer complies with all of the terms and conditions of this Agreement, the City of Newton, Illinois will reimburse Buyer for 30 percent of Buyer's actual incurred interest costs attributable solely to Buyer's financing

of the improvements constructed on the Real Estate, said reimbursement to commence in the year following the first year of real estate taxation of the improved property. Said reimbursement shall be made annually for a maximum period of five years and shall be paid within 60 days of receipt from the County of the tax increment proceeds from the Real Estate, provided that reimbursement of interest costs shall only be made to the extent that tax increment is generated by the Real Estate. To the extent money is not available from the tax increment to reimburse the Buyer for interest costs in a given year, such interest costs shall be reimbursed the following year, up to the five year maximum, if there are monies available for such purpose from the tax increment.

Prior to making an annual payment to the Buyer for reimbursement of interest costs, the Buyer shall provide evidence that the real estate tax bill for the Real Estate for the given tax year has been paid in full and Buyer shall also provide a copy of their annual 1098 interest statement or other satisfactory written evidence of the Buyer's actual incurred interest costs attributable solely to the improvements built on Real Estate. Interest shall be reimbursed for the tax year covered by last paid Real Estate tax Bill. The total annual interest reimbursement period shall not exceed 5 consecutive calendar years.

Example: Construction on home starts in February 2013, home completed by October 2013, tax assessment would be placed on the property at 100% complete construction on January 1, 2014. Real Estate taxes paid in 2015 would be for the year of 2014. The City of Newton, Illinois will reimburse Buyer for 30 percent of Buyer's actual incurred interest costs attributable solely to Buyer's financing of the improvements constructed on the Real Estate, from period of January 1, 2014 thru December 31, 2014, provided that reimbursement of interest costs shall not exceed the tax increment generated by the real estate, if interest exceeds tax generated it will be carried over to the following year up to the total annual reimbursement period which is not to exceed 5 consecutive calendar years.

The City Treasurer shall maintain an account of all payments to the Buyer under this Agreement and may set up a sub-account to the special tax allocation fund to track the tax increment and payments made with respect to the Real Estate.

THE CITY'S OBLIGATION TO REIMBURSE THE BUYER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION AND IS PAYABLE SOLELY FROM THE INCREMENTAL TAXES GENERATED BY THE REAL ESTATE AND DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND FOR THE REAL ESTATE FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

Once construction of the single family residence is complete, the original lot purchaser may assign financial incentives hereunder to the original purchaser's first subsequent buyer, subject to all of the restrictions and limitations herein set forth. No further assignment of the financial incentives hereunder is permitted.

IN WITNESS THEREOF, the parties have signed this Agreement with an effective date of _____, 20____.

Seller: City of Newton, Illinois

By: _____
MARK BOLANDER, Mayor

EIN# _____

Buyer

SSN# _____

Buyer

SSN# _____

COX, PHILLIPS, WEBER, TEDFORD, HEAP & AYRES, P.C.
Attorneys for City of Newton
122 South Van Buren Street
P.O. Box 7
Newton, IL 62448
(618) 783-8471

City of Newton, Illinois
LOTTERY FOR FIVE LOTS IN FIVE APRILS CROSSING
SUBDIVISION TO THE CITY OF NEWTON, ILLINOIS

The City of Newton is currently building the infrastructure for a new 21-lot single-family subdivision known as the FIVE APRILS CROSSING SUBDIVISION. Lots range in size from 0.37 acres to 0.59 acres. It is being built in accordance with the City's subdivision code and includes concrete streets with curbs and gutters and all underground utilities serving each lot.

A lottery will be conducted on October 24, 2012 at 6:31 p.m. at City Hall, Newton, Illinois, whereat the City will award five lots in FIVE APRILS CROSSING SUBDIVISION to successful eligible participants for the sum of \$1.00 per lot.

To be eligible to participate in the lottery and to acquire a lot from the City, the participant must:

1. Agree to cause a single family residential type home to be built upon the lot within 12 months of closing on the lot acquisition or the completion of the streets and utilities, whichever is later.

2. Acknowledge that the purchase will be subject to the "Certificate of Platting and Certificate of Restrictions and Covenants" applicable to the FIVE APRILS CROSSING SUBDIVISION.

3. Agree to comply with all federal and state laws and the Newton City Code.

4. Not less than three days prior to the lottery date, furnish to the Newton City Clerk evidence of participant's pre-qualification for a construction loan and permanent financing.

5. On being notified of being a successful participant, the successful participant must immediately enter into the Agreement with the City of Newton, Illinois that sets forth the terms, conditions, restrictions and obligations relating to the lot being acquired. A copy of the Agreement can be obtained from the Newton City Clerk.

6. Financial incentives relating to partial reimbursement of interest costs are available to successful participants in the manner and subject to the terms and conditions as are set forth in the above-referenced Agreement.

7. Copies of the Plat and the Covenants and Restrictions pertaining to Five Aprils Crossing Subdivision are available in the Office of the City Clerk. Lots number 1, 2, 16, 19 and 20 will not be eligible for the lottery.

8. Participants desiring to acquire a lot pursuant to this lottery must attend the above-said meeting in person and choose a lot at that time.

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL OFFERS TO BE A LOTTERY PARTICIPANT AND TO DETERMINE ELIGIBILITY OF PARTICIPANTS.

CITY OF NEWTON
JASPER COUNTY, ILLINOIS

ORDINANCE NO. 12-13
AN ORDINANCE AUTHORIZING SALE OF REAL ESTATE

PASSED BY THE
CITY COUNCIL
OF THE
CITY OF NEWTON
THIS 18th DAY OF SEPTEMBER, 2012

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL OF THE
CITY OF NEWTON, JASPER COUNTY, ILLINOIS THIS 18th DAY OF
SEPTEMBER, 2012.

ORDINANCE NO. 12-13

AN ORDINANCE AUTHORIZING SALE OF REAL ESTATE

WHEREAS, the City of Newton, Illinois is authorized, pursuant to 65 ILCS 5/11-74.4-1 et seq. to sell real estate for the redevelopment purposes identified in the Illinois Tax Increment Finance Redevelopment Act and the City of Newton Redevelopment Plan; and,

WHEREAS, the City Council has determined that the sale of certain real property described below would serve the best interests of the citizens of the City of Newton and will further the goals of the City of Newton Redevelopment Plan.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY OF NEWTON, JASPER COUNTY, ILLINOIS as follows:

Section I: That certain property located in Newton, Illinois. being comprised of 22 lots in FIVE APRILS CROSSING SUBDIVISION, as more fully described in Exhibit A which is attached hereto and incorporated herein by this reference, shall be sold for the sum of Five Thousand Dollars (\$5,000.00) per lot, except for five lots to be sold by Lottery for One Dollar (\$1.00) per lot, subject to the terms and conditions of the Certificate of Platting and Certificate of Restrictions and Covenants for FIVE APRILS CROSSING SUBDIVISION to the City of Newton, Illinois, recorded as Document number 1469 in Book 234, Page 1043-1050 in the Office of the Recorder of Jasper County, Illinois and further subject to the terms and conditions of that certain Agreement to Purchase to be entered into between Buyers and the City of Newton, Illinois, as Seller, the form of Agreement to Purchase being attached hereto as Exhibit B and further subject to all of the terms, conditions and regulations provided for in the Newton City Code, including but not limited to the City's building, electric, property maintenance and zoning codes.

Section II: The form of Agreement to Purchase attached hereto as Exhibit B is hereby approved and confirmed.

Section III: That City of Newton's Mayor and City Clerk, are hereby authorized to execute any and all documents necessary to consummate the sale of the real estate (lots) contemplated herein.

Upon roll call vote the following Alderpersons voted yea:

Upon roll call vote the following Alderpersons voted nay:

Passed, approved and published in pamphlet form this 18th day of September, 2012.

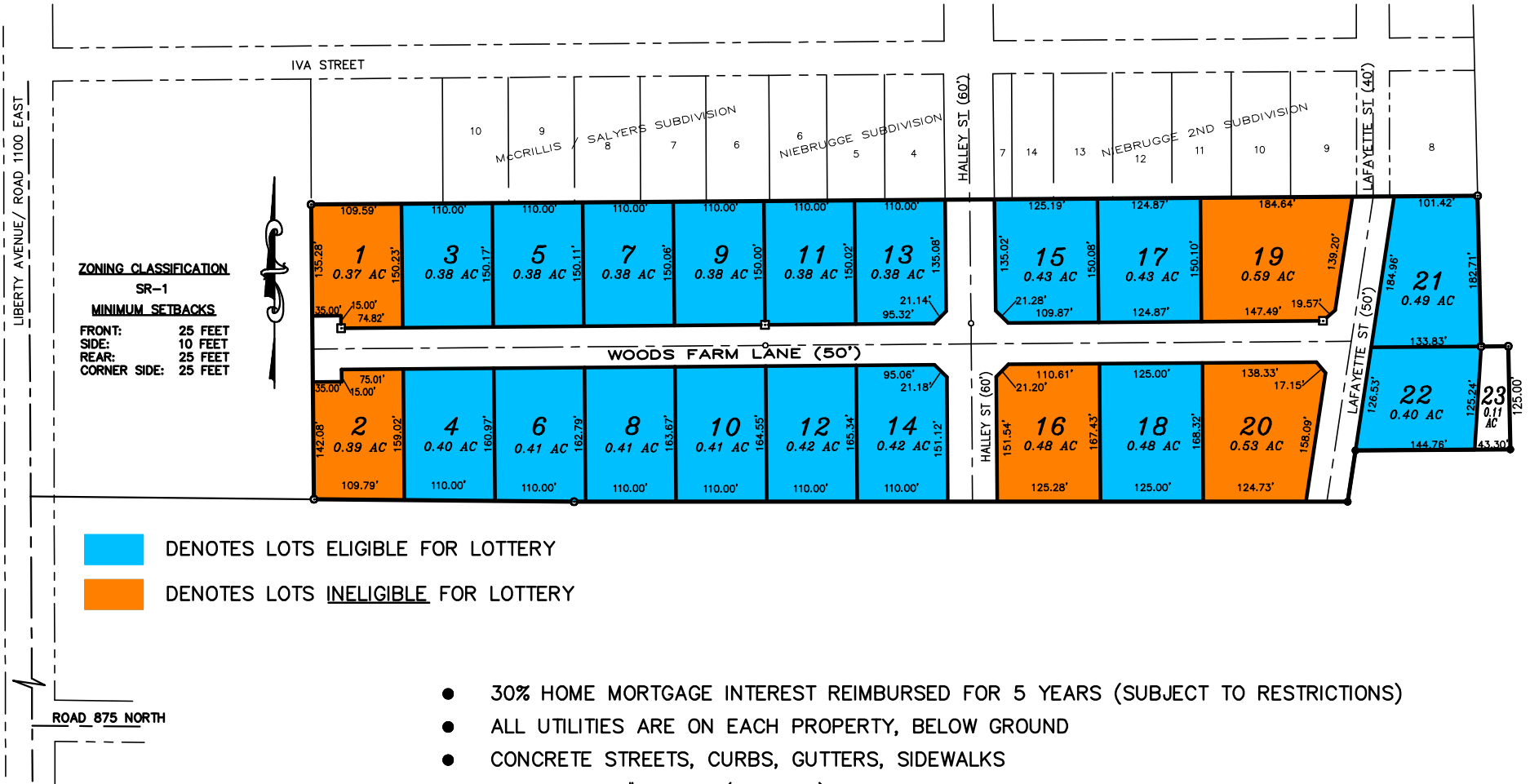
CITY OF NEWTON, ILLINOIS

By: _____
MARK BOLANDER, Mayor

ATTEST:

JEAN GHAST, City Clerk

FIVE APRILS CROSSING SUBDIVISION
TO THE CITY OF NEWTON, ILLINOIS
 LOCATED IN THE SOUTH HALF OF SECTION 1, T6N, R9E, 3RD P.M.
 JASPER COUNTY, ILLINOIS
 PHASE 1



DENOTES LOTS ELIGIBLE FOR LOTTERY

DENOTES LOTS INELIGIBLE FOR LOTTERY

- 30% HOME MORTGAGE INTEREST REIMBURSED FOR 5 YEARS (SUBJECT TO RESTRICTIONS)
- ALL UTILITIES ARE ON EACH PROPERTY, BELOW GROUND
- CONCRETE STREETS, CURBS, GUTTERS, SIDEWALKS
- 5 LOTS FOR \$1 EACH (LOTTERY)

! LOTTERY DRAWING TO BE HELD OCTOBER 24, 2012 AT 6:31 P.M. AT NEWTON CITY HALL !

RECORDER'S DATA ONLY

**CERTIFICATE OF PLATTING AND CERTIFICATE
OF RESTRICTIONS AND COVENANTS**

The undersigned, the CITY OF NEWTON, Illinois (hereinafter referred to as the "Owner") being the legal owner of the real estate described on Exhibit A attached hereto and incorporated herein by this reference has caused the premises to be surveyed and has subdivided the premises into lots, streets, and easements as indicated on the annexed plat hereinafter referred to as the "Plat" bearing the Certificate JOHN A. STONE, P.L.S. No. 3689 under date of June 5, 2012 said subdivision to be known as:

FIVE APRILS CROSSING SUBDIVISION TO THE CITY OF NEWTON, ILLINOIS

The undersigned does also hereby dedicate and set apart the street and utility easements indicated on said plat to the use of the general public forever for purposes of installing, lying, constructing, maintaining, and operating public streets, sidewalks, drains, storm sewers, sanitary sewers, electric lines and telephone lines and appurtenances thereto and other public utilities, in, on, over, through and across the said streets and utility easements indicated on said plat; reserving unto the Owner the right and privilege to place and maintain signs and landscaping within the boulevard as shown on the plat. All such utility services shall be placed underground.

Any person exercising any of the easement rights granted hereunder shall have the right to authorize persons to construct, occupy, maintain, use, repair, and reconstruct streets, drains, utilities and appurtenances thereto within said easement and to maintain said easement free from buildings, fences, structures, and obstructions of any kind whatsoever which actual obstruct or unreasonably interfere with said person's easement rights. No person shall obstruct said easement. No vegetation, except for grass, shall be planted in the drainage easement areas or the ingress/egress easement areas.

The owner of easement rights granted hereunder shall not allow or permit the disposal, placement, release or escape of junk, garbage, materials, or Hazardous Substances as defined under applicable law, nor shall such owner commit any act in violation of applicable environmental law, or to commit any act in violation of these

covenants and restrictions contained herein. Acceptance of the foregoing grants shall bind such party to comply with the obligations set forth herein.

To the best of the undersigned's knowledge, as of the date of this Certificate of Platting the real estate described herein is located within the boundaries of Jasper County School District, Unit 1; however, due to the fact that school district boundaries change from time to time, all persons are hereby put on notice that they should not rely on this statement, but should make an independent investigation of the boundaries of Jasper County School District, Unit 1.

RECITALS

Whereas, each and every one of these covenants, conditions, reservations and restrictions (which said terms in the context of this instrument shall be deemed interchangeable) is and all are for the benefit of each owner of each and every parcel or subdivided lot of the premises described herein, or any interest therein, and shall inure to and pass with each and every parcel or subdivided lot of said premises, shall run with the land, and shall bind the respective successors in interest of the present owner thereof; and,

Whereas, it is the intent of the undersigned to subdivide and develop the premises within the context of a general plan and scheme of development whereby persons may purchase subdivided lots of the premises for construction and development of single family residences, said residences and appurtenances thereto to be constructed in a harmonious manner consistent with the overall character of development of the premises.

Now therefore, the following restrictions are hereby established and shall apply with full force and effect to all Lots of FIVE APRILS CROSSING SUBDIVISION TO THE CITY OF NEWTON, ILLINOIS:

RESTRICTIONS

1. **Setback Lines:** Any and all buildings and structures built on the premises shall comply with the CITY OF NEWTON Zoning Ordinance.

2. **Off Street Parking and Driveways:** Off street parking shall be required in sufficient amount to allow a person owning a subdivided lot of the premises to park any and all motor vehicles reasonably anticipated to be regularly parked on such part of the premises. A person owning a subdivided lot of the premises shall provide a private driveway off of the public street to that person's property for purposes of serving such subdivided lot. All private driveways shall, at a minimum, be constructed of concrete to support vehicular traffic and a minimum attached two (2) car garage.

3. **Homes and Residential Structures:** Any and all buildings and

structures intended to be used for or actually used for residential purposes on the premises:

A. Shall not be constructed of asbestos siding, roll roofing, roll siding, tar paper, tin or iron sheeting, concrete block, nor with second-hand or used materials. Foundation shall be poured concrete.

B. Shall be completed within one (1) year of purchasing the lot.

C. Shall have a minimum square footage of one thousand three hundred (1,300) square feet ground level, exclusive of garages, porches, decks and basements.

D. Shall not be duplexes, triplexes, or other multiple-dwelling unit structures.

E. Shall be supplied with municipal sewage facilities, public utilities, and public water service.

F. Shall be landscaped and seeded to grass.

G. No temporary structure, camper, motor home, tent, garage, or outbuilding shall be used as a residence. No basement (in earth) homes shall be constructed on the premises.

H. All structures shall be constructed in compliance with the Building Regulations set forth in Chapter 6 of the Newton City Code.

I. No signs shall be placed on the premises except that one sign, which is no greater than two square feet in size and no greater than four feet in height and which only advertises the subdivided lot for sale or advertises the builder of a structure on the subdivided lot during construction and sale of such structure, may be placed on a subdivided lot of the premises.

J. No mobile homes, trailers, modular homes, or prefabricated or pre-engineered homes, buildings or structures shall be constructed or otherwise be placed upon the premises. All homes shall be stick built.

4. **Sanitary Sewer Service and Exterior Lighting:** Each subdivided lot of the premises shall be served by public sanitary sewer services.

No person shall place any exterior lighting of any kind whatsoever on any subdivided lot of the premises without first obtaining the permission of CITY OF NEWTON as provided herein. In no event shall any exterior mercury vapor lighting be allowed anywhere on the premises. Notwithstanding the foregoing exterior entrance lighting, pathway low voltage lights, home accent lighting and/or security lights are permissible.

5. **Subdividing:** No single subdivided lot of the premises shall be subdivided further.

6. **Drainage:** No person shall alter or unreasonably restrict or unreasonably increase the natural flow and drainage of surface water runoff.

7. **Use of the Property:** The premises shall be used only for:

A. Single-Family Residential purposes.

B. A person owning a subdivided lot of the premises on which a single family residential structure has been constructed may also construct one (1) accessory

building, exclusive of a garage attached to the residential structure. The term accessory building shall include barn, unattached garage, shed, building, or other similar structure. Such accessory building shall not exceed four hundred (400) square feet in size. All accessory buildings constructed on the premises shall be approved by the CITY OF NEWTON, as provided in Chapter 6 of the Newton City Code, prior to the beginning of construction. No accessory building shall be larger than one story in height, excluding a basement, if any.

C. The premises shall not be used for commercial or business purposes, except a home business not to exceed 300 square feet within any residence. There shall be no perceptible noises, odor, smoke, electrical interferences or vibrations emanating from such home business.

D. Any and all boats, tractors, lawnmowers, lawn care equipment, wagons, trailers, campers, motor homes, snowmobiles, motorcycles, and all other recreational vehicles shall be stored in an enclosed garage or enclosed accessory building built to the standards as stated herein.

8. **Livestock and Animals:** No animals, snakes, horses, swine, poultry or other livestock and no dangerous or wild animals shall be allowed on the premises, except:

A. Two (2) or fewer domestic pets (dogs, cats and similar domesticated pets) of any breed per subdivided lot of the premises. No animal shall be allowed which disturbs the peace by loud noises at any time of the day or night. All animals shall be confined to the subdivided lot of the premises of the owner of the animal unless said animal is leased.

9. **Garbage:** No person shall dump, place, fill, or allow to accumulate any- garbage, refuse, trash, junk, debris, unmovable or inoperable motor vehicles. No motor vehicle shall be repaired on the premises unless such repair work occurs within an enclosed garage or accessory building constructed to the standards contained herein. All garbage, trash or refuse shall be kept in sanitary containers pending removal from the premises. No person shall operate a landfill, private or public, for the disposal of waste materials, garbage, debris or refuse whether generated on the premises or elsewhere. No person shall allow the growth of noxious weeds. No person shall commit any offensive activity upon the premises which may be or may become an annoyance or nuisance to the neighborhood.

10. **Severability:** Invalidation of anyone of these covenants by judgment of a court of competent jurisdiction shall in no way affect any of the other provisions contained herein, all of which shall remain in full force and effect.

11. **Term:** These covenants shall run with the land and shall be binding on all parties owning subdivided lots or parcels within the lands described in Exhibit A, and all persons claiming under them, for a term of 25 years from the date of recording, at which time said covenants shall be automatically extended for successive periods of ten years unless, by a vote of at least seventy (70%) percent of the owners of subdivided lots or parcels within the premises, it is agreed to change, release or

amend said covenants in whole or in part. At any time, seventy (70%) percent of the owners of the subdivided lots of the premises shall have the authority to change, amend or release all or any part of the restrictions contained herein. Any changes in the provisions of this indenture shall be evidenced in writing and by the recording of the same in the proper office.

12. Remedies and Enforcement: Any person benefitted hereunder shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them or to recover damages for such violation. The prevailing party in any such suit brought in a court of competent jurisdiction for purposes of enforcement of these covenants shall be entitled to recover from the non-prevailing party his costs and attorney fees incurred in such suit, whether such person is the defendant or the plaintiff.

13. Building Regulations: All Building Regulations of the City of Newton must be complied with. Accordingly, Chapter 6, as amended, of the Newton City Code is hereby incorporated herein by this reference as if set forth verbatim herein.

14. Site Plan Approval: Prior to any construction of any building, home, accessory building or any other structure, a person desiring to construct any such building, home, accessory building or any other structure, whether a house, building, barn, garage, or out-building, such person shall file a permit application with the CITY OF NEWTON for review. Said site plan shall depict:

- A. north point;
- B. scale;
- C. date;
- D. Boundaries of the property involved;
- E. Location of all public and private easements and utility and water lines, and existing streets;
- F. A site benchmark is required unless waived by the building official;
- G. Location of culverts, drains, ditches and other drainage mechanisms;
- H. Location of sanitary/sewer lines;
- I. Location, size, and character of proposed project and proposed structures, including but not limited to, floor plans, landscaping plans, and exterior profile drawings;
- J. Such other information, documents, drawing, or diagrams requested by the CITY OF NEWTON, including plans and diagrams showing exterior lighting;
- K. The name, telephone number and address of the person proposing the site plan; and
- L. All exterior lighting shall be decorative, and shall be placed on decorative posts, and shall not be placed on rough-cut or rough-hewn wooden poles or telephone poles.

15. **Recording.** This document shall be recorded in the Office of the Recorder of Jasper County, Illinois.

CITY OF NEWTON, ILLINOIS

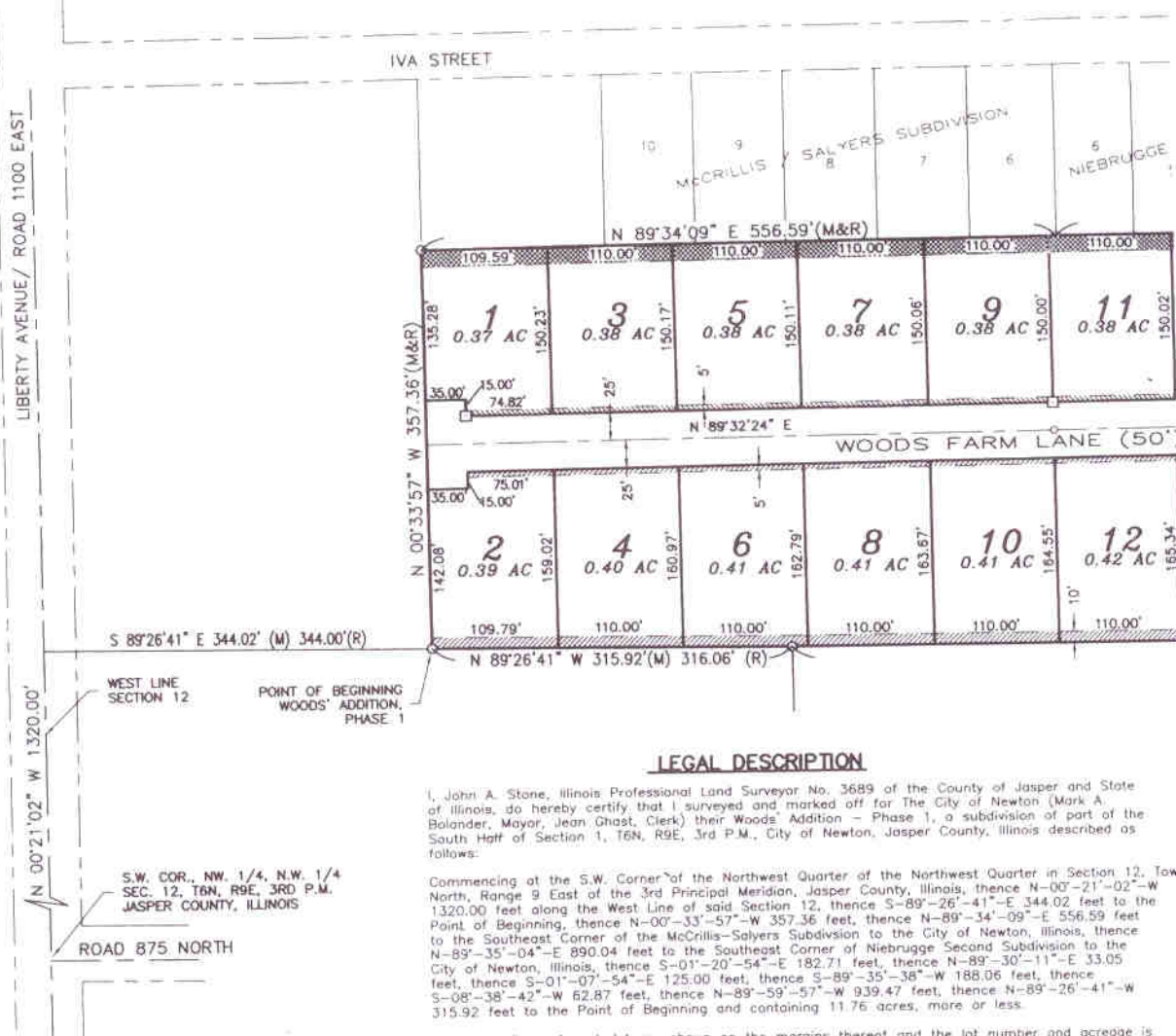
A Municipal Corporation

BY _____
MARK A. BOLANDER, MAYOR

ATTEST:

JEAN GHAST, CITY CLERK

FIVE APRILS CROSSING
TO THE CITY OF NEWTON
LOCATED IN THE SOUTH HALF OF SECTION 12,
JASPER COUNTY,
PHASE 1



LEGAL DESCRIPTION

I, John A. Stone, Illinois Professional Land Surveyor No. 3689 of the County of Jasper and State of Illinois, do hereby certify that I surveyed and marked off for The City of Newton (Mark A. Bolander, Mayor, Jean Ghast, Clerk) their Woods' Addition - Phase 1, a subdivision of part of the South Half of Section 12, T6N, R9E, 3rd P.M., City of Newton, Jasper County, Illinois described as follows:

Commencing at the S.W. Corner of the Northwest Quarter of the Northwest Quarter in Section 12, Town 6 North, Range 9 East of the 3rd Principal Meridian, Jasper County, Illinois, thence N-00°-21'-02"-W 1320.00 feet along the West Line of said Section 12, thence S-89°-26'-41"-E 344.02 feet to the Point of Beginning, thence N-00°-33'-57"-W 357.36 feet, thence N-89°-34'-09"-E 556.59 feet to the Southeast Corner of the McCrillis-Salyers Subdivision to the City of Newton, Illinois, thence N-89°-35'-04"-E 890.04 feet to the Southeast Corner of Niebrugge Second Subdivision to the City of Newton, Illinois, thence S-01°-07'-54"-E 125.00 feet, thence S-89°-35'-38"-W 188.06 feet, thence S-08°-38'-42"-W 62.87 feet, thence N-89°-59'-57"-W 939.47 feet, thence N-89°-26'-41"-W 315.92 feet to the Point of Beginning and containing 11.76 acres, more or less.

The dimensions of each lot are shown on the margins thereof and the lot number and acreage is placed near its center.

The above described real estate is not located in the special Flood Hazard Area identified for Jasper County, Illinois by the Federal Emergency Management Agency on the Flood Insurance Rate Map, Panel 70 of 150 dated January 17, 1985.

The above described real estate is within the corporate limits of the City of Newton, which has adopted a city plan and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code.

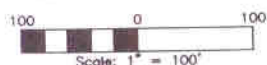
I, John A. Stone, Illinois Professional Land Surveyor No. 3689 of the County of Jasper and State of Illinois do hereby certify that the above survey, plat and description were made and completed by me or under my direction on June 5, 2012 and that this professional service conforms to the current Illinois minimum standards for a boundary survey.

John A. Stone
Illinois Professional Land Surveyor No. 3689
License Expires November 30, 2012

DATE

- IRON PIN SET
- IRON PIN FOUND
- CONCRETE MONUMENT SET
- (M) MEASURED DISTANCE
- (R) RECORD DISTANCE

UTILITY EASEMENT
DRAINAGE EASEMENT



FIELD WORK COMPLETED
MAY 15, 2012

NOTE: THE BEARINGS USED ON THIS
PLAT AND THROUGHOUT THE
DESCRIPTION ARE BASED ON
AN ASSUMED MERIDIAN

ZONING CLASSIFICATION

SR-1

MINIMUM SETBACKS

FRONT: 25 FEET
SIDE: 10 FEET
REAR: 25 FEET
CORNER SIDE: 25 FEET



ROSSING SUBDIVISION

OF NEWTON, ILLINOIS
LF OF SECTION 1, T6N, R9E, 3RD P.M.
COUNTY, ILLINOIS
PHASE 1



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STATE OF ILLINOIS)
COUNTY OF JASPER)

SS

I, Linda Huth, County Clerk in and for the said County in the State aforesaid do hereby certify that I am the duly elected and qualified County Clerk in and for said County and that I am now acting in such official capacity and further certify that after a diligent search I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid Special Assessment against the tract of land described in the foregoing plat. Given under my hand and Official Seal this 20th day of June, 2012.

Linda Huth (SEAL)

STATE OF ILLINOIS)
COUNTY OF JASPER) SS
CITY OF NEWTON)

I, Mark A. Bolander, Mayor of the City of Newton, Jasper County, State of Illinois, do hereby certify that the annexed plat has been approved and accepted by the City Council of the City of Newton, County of Jasper, Illinois, by resolution duly adopted on the 19 day of June, 2012.

Mark A. Bolander
Mayor

ATTEST: *John H. Huth*
City Clerk



EXHIBIT "A"

CONNOR & CONNOR, INC.

Phone 210 E. Locust Street
815-544-8833 ROBINSON, ILLINOIS 62454 815-544-
PROFESSIONAL DESIGN FIRM 184-000832

DRAWN BY: JAS 06/15/2012 P16085