

ORDINANCE NO. 1090

**AN ORDINANCE AUTHORIZING AND APPROVING A ZERO-LOT-LINE PROPERTY  
IN THE VILLAGE OF MACKINAW, ILLINOIS**

**WHEREAS**, Hillside Development Partners, LLC, is the owner of real property commonly known as 202 and 204 Tulip Drive, Mackinaw, Illinois 61765 ("Property"); and

**WHEREAS**, the Property is proposed to be divided into two (2) zero lot-line parcels; and

**WHEREAS**, Hillside Development Partners, LLC, has submitted a plat describing the parcels and proposed an easement and party wall agreement, all demonstrating compliance with Village rules, public safety, and applicable Illinois laws; and

**WHEREAS**, the Village finds that authorizing a zero lot-line property is in the best interest of the Village and will not adversely affect surrounding properties, utilities, or public rights-of-way; and

**WHEREAS**, the Village desires to formally approve and permit the request zero lot-line configuration for the Property.

**NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Mackinaw, Illinois as follows:**

SECTION 1: The Village hereby approves the Developer's request the conversion of the already existing property to a zero lot line duplex.

SECTION 2: The duplex complies with the requirements of the Zoning Code, as amended from time to time.

SECTION 3: Each individual zero lot line unit shall have separate water and sewer service, and each individual zero lot line unit shall be a separate customer for the water and sewer system.

SECTION 3: If any section or part of this Ordinance is held invalid, it shall not affect the validity of the remainder of this Ordinance.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

**PASSED** in due form on a roll call vote by the Village President and Board of Trustees of the Village of Mackinaw, Illinois on this 23<sup>rd</sup> day of February, 2026.

**APPROVED:**



**ATTESTED TO:**



Ayes: 6

Nays: 0

Absent: 0

DDD-128

# CONDOMINIUM PLAT

LOT 9 of Section One of Macdonow Valley Estates Subdivision,  
in the Village of Macdonow, Tazewell County, Illinois  
Part of the E 1/2, NW 1/4, SEC 17, T24N, R23W, 3rd P.M.  
UNIT 9A and UNIT 9B

## EXHIBIT B

### LEGEND

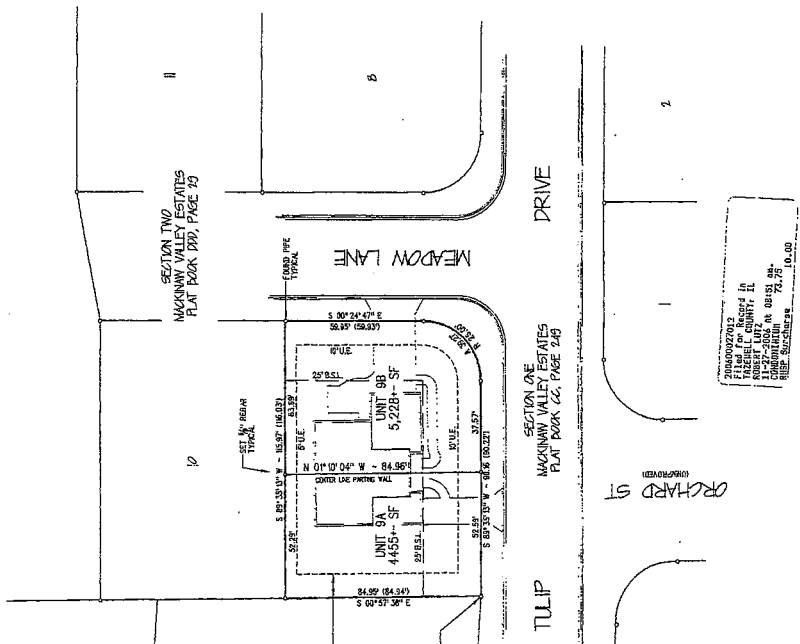
- FOUND IRON ROD
- UNLAWFUL
- ▭ RECORDED OR CHANGED INFORMATION
- ▭ RECORDED FOR DESCRIPTIVE PURPOSES

It is not warranted that the Plat contains complete information regarding easements, encroachments, utility easements, building setbacks, etc. or other items which may be of importance to the purchaser or owner of the land. The purchaser or owner is advised to conduct a title search and other appropriate investigations of the land shown herein and to be required to meet the current zoning regulations of the town at the time of sale construction.

DATE OF SURVEY: OCTOBER 2006  
P.L.N. \*13-13-17-132-001  
Client: J. KACZES, INC.  
519 District Court,  
Morton, Illinois 61550

MACDONOW TRANSFER, INC.  
13-13-17-101-008

TAEZEWELL COUNTY  
13-13-17-101-001



### LEGAL DESCRIPTION

UNIT 9A  
At the westerly end of Lot 9 of Section One of Macdonow Valley Estates Subdivision, in the Village of Macdonow, Tazewell County, Illinois, the area bounded and center line extended being a part of the East half of the Northwest Quarter of Section 17, Township 24 North, Range 2 West of the Third Principal Meridian, Tazewell County, Illinois. Decreased westerly part of Lot 9 contains 4455 square feet more or less.

### LEGAL DESCRIPTION

UNIT 9B  
At the westerly end of Lot 9 of Section One of Macdonow Valley Estates Subdivision, in the Village of Macdonow, Tazewell County, Illinois, the area bounded and center line extended being a part of the East half of the Northwest Quarter of Section 17, Township 24 North, Range 2 West of the Third Principal Meridian, Tazewell County, Illinois. Decreased westerly part of Lot 9 contains 5229 square feet more or less.

### OWNERSHIP PLANES:

- VERTICAL PLANES - PERIMETER BOUNDARY OF EACH UNIT AS SHOWN HEREON.
- HORIZONTAL PLANES - THE HIGHEST ELEVATION ALLOWED BY LAW BY ANY CONSTRUCTION OR IMPROVEMENT OF STRUCTURES.
- LOWER ELEVATION - THE LOWEST ELEVATION ALLOWED BY LAW BY ANY CONSTRUCTION OR IMPROVEMENT OF STRUCTURES.

### STATE OF ILLINOIS

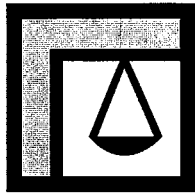
COUNTY OF TAZEWELL )  
We, HOLLOWAY LAND SURVEYING, do hereby state that we have surveyed Lot 9 of Meadow Lane, Tazewell County, Illinois, and that the plat hereon is a true and correct representation of the same. The plat was prepared by the Illinois Professional Land Surveyors, Inc. on October 10, 2006, and is subject to the jurisdiction of the Illinois State Board of Surveying, effective November 19, 1978 and prepared by the Illinois Department of Planning and Urban Development, Federal Infrastructure Administration.

We further state that said tract is not within 500 feet of a water course having a tributary area of 500 acres or more.  
We further state that said tract does not fall within a known flood hazard area as shown on the Flood Hazard Insurance Study for Tazewell County, Illinois, prepared by Macdonow, effective November 19, 1978 and prepared by the Illinois Department of Planning and Urban Development, Federal Infrastructure Administration.

This professional service conforms to the current Illinois Minimum Standards of Practice applicable to Boundary Surveys.  
Dated at Macdonow, Illinois the 30th day of October, 2006 AB.



HOLLOWAY LAND SURVEYING  
16560 HERBERGER RD • MACDONOW, IL 61745-9220  
309-359-4300  
PROFESSIONAL DESIGN FIRM #91-003308  
OCTOBER 30, 2006



MCGRATH  
LAW OFFICE  
P.C.

ATTORNEYS  
MARK MCGRATH  
PAT MCGRATH  
ASSOCIATE ATTORNEYS  
BROOKE MELVIN  
SHANE RICHARDS  
OF COUNSEL  
MARK ROSSI  
RETIRED  
THOMAS E. DAVIES

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January 26, 2026

VIA EMAIL

Village of Mackinaw  
100 E Fast Ave, PO Box 500  
Mackinaw, IL 61755

**RE: Code Process for Zero-Lot-Line Duplex for Property at 202 and 204 Tulip Dr.**

Dear Village President and Board of Trustees:

This letter is intended to provide an explanation of the process required for approval of a zero-lot line duplex within the Village. The property, commonly known as 202 and 204 Tulip Drive, Mackinaw, Illinois 61755 (the "Property"), was originally organized as a condominium, and the parcel has been previously divided. The current owner, Hillside Development Partners, LLC, intends to terminate the condominium form of ownership and instead designated the Property as a zero-lot line duplex that is consistent with the Village Code of Ordinance (the "Code").

Under the Village's zero lot line provision, the owners will execute an Easement, Party Wall Agreement and Declaration and Restrictions, to be recorded in the Recorder of Deed's office, that runs with the land, to ensure proper access for maintenance and to address responsibility for the shared common elements. Further, each unit already has or will have its own fire wall, water and sewer system as required by the Code.

The Village's role in this process is to review the request, confirm that the existing structure and lots comply with the zoning and zero lot line standards, and adopt an ordinance approving the zero-lot line form of ownership. No formal subdivision procedures are required per the Code, but a re-subdivision plat dividing the lot must be approved by the Village Zoning Board. Once approved, the ordinance, accompanying agreements, and documents will be recorded with the Recorder of Deeds to finalize the zero-lot line ownership.

Our office represents Hillside Development Partners, LLC on this matter. Therefore, we are unable to represent the Village and cannot provide legal advice to the Board regarding this matter. If the Village would like legal representation, we would be happy to refer you to another firm.

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PLEASE REPLY TO:

- MACKINAW OFFICE • 113 S. MAIN ST., P.O. BOX 139 MACKINAW, IL 61755 • PHONE: 309-359-3461  
 MORTON OFFICE • 1600 S. FOURTH AVE., SUITE 137 MORTON, IL 61550 • PHONE: 309-266-6211  
EMAIL: EMAIL@MCGRATHPC.COM • WEB: WWW.MCGRATHPC.COM

January 26, 2026

Enclosed, for the Board's consideration, is a proposed ordinance for adopting the zero-lot line form of ownership for this Property. Additionally, a copy of the Easement and Party Wall Agreement, and the plat of the property is provided as well. Please contact our office if you have any questions or need additional information as you review the materials provided.

Very truly yours,  
McGrath Law Office, P.C.

BY:   
Patrick B. McGrath

PBM: trc  
Enc.

THIS DOCUMENT PREPARED BY  
RETURN DOCUMENT TO  
MCGRATH LAW OFFICE, P.C.  
113 S. Main, P.O. Box 139  
Mackinaw, Illinois 61755  
(309) 359-3461

EASEMENT, PARTY WALL  
AGREEMENT AND DECLARATION  
AND RESTRICTIONS

For Recorder Use Only

This Easement, Party Wall Agreement and Declaration and Restrictions is made on the date and year hereafter set forth by HILLSIDE DEVELOPMENT PARTNERS, LLC, hereinafter "OWNER" for certain property which shall hereinafter be referred to as a "SUBJECT PROPERTY", said property legally described as follows:

LOT 9 SECTION ONE, MACKINAW VALLEY ESTATES, A SUBDIVISION OF TRACT Z, LOT D OF LOT 1 AND PART OF LOT E OF LOT 1 AND PART OF LOT E OF LOT 2, ALL IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE THRID PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

P.I.N.: 13-13-17-132-003 and 13-13-17-132-004

Commonly known as: 202 and 204 Tulip Drive, Mackinaw, Illinois 61765

OWNER is the sole owner of the SUBJECT PROPERTY. From and after the date of this instrument, the SUBJECT PROPERTY shall be subject to the following Easement, Party Wall Agreement and Declaration and Restrictions:

1. DIVISION OF PROPERTY: Lot 9 of MACKINAW VALLEY ESTATES has previously been divided into separate tracts. This division has been approved by the Zoning Board of the Village of Mackinaw and by the Board of Trustees of the Village of Mackinaw. Ordinance No. \_\_\_\_\_ of the Village of Mackinaw adopted on the \_\_\_ day of \_\_\_\_\_, 2026 approved this division.

2. PARTY WALL: A shared structural wall ("Party Wall") has been constructed along the boundary between Lot 9A and Lot 9B. The Party Wall is intended to provide mutual support and protection for both residences and shall constitute a party wall for all purposes.

a) Ownership & Support Easement. Each Lot owner owns the portion of the Party Wall located on that owner's Lot. Each Lot is burdened with, and benefits from, a reciprocal easement of support, protection, and maintenance for the full width and height of the Party Wall.

- b) Surface Maintenance. Each Lot owner shall, at that owner's sole cost, maintain, repair, and replace the surface materials on the owner's side of the Party Wall (including drywall, paint, trim, and interior finishes), in a manner that preserves the fire-resistance and sound-rating of the Party Wall.
- c) Structural Maintenance. All structural components of the Party Wall—including studs, plates, fire-barriers, insulation, sheathing, shared roof or floor assemblies tying into the Party Wall, and any other load-bearing elements—shall be maintained, repaired, and replaced jointly by the Lot owners. Each Lot owner shall bear 50% of the cost of all work to the structural components, regardless of the location of the repair, unless the damage is caused by the negligence or willful act of one Lot owner, in which case that owner shall bear the entire cost.
- d) Access for Repairs. Each Lot owner grants the other reasonable access to and within his or her Lot for Party Wall repairs. Reasonable advance notice shall be provided, except in emergencies.
- e) Modifications. No owner may alter, cut, penetrate, remove, or otherwise modify the structural components of the Party Wall, or make any mechanical, electrical, or plumbing installation that compromises the Party Wall's structural or fire-rated integrity, without the prior written consent of the adjoining Lot owner.
- f) Damage and Casualty. If the Party Wall is damaged or destroyed by fire or other casualty, the Lot owners shall promptly restore the Party Wall to its prior structural condition and shall share all costs equally unless the casualty is caused by the negligence or willful act of one Lot owner, in which case that owner shall bear the full cost.

3. COMMON ELEMENTS: create a unified façade, including the exterior siding and trim located on or adjoining the Party Wall, roofing materials installed over or adjacent to the Party Wall, the shared roofline, gutters and downspouts serving the shared roof plane, exterior structural elements supporting the unified façade, and any other exterior improvement necessary to maintain a consistent and harmonious appearance between the two residences. The Common Elements do not include the separate drives, walks, entrances, windows, decks, patios, or yard areas located exclusively on one Lot. No change to the materials, color, or style of any exterior feature affecting the unified façade—whether a Common Element or an exterior component located solely on one Lot—may be made by either Lot owner without the prior written agreement of the other.

4. COMMON MAINTENANCE AND REPAIR: All exterior components of the duplex shall be maintained, repaired, and replaced as follows:

- a) Common Elements. Repairs, maintenance, and replacement of the Common Elements, as defined in Paragraph 3, shall be performed jointly by the Lot owners. Each Lot owner shall pay 50% of the cost of all such work unless the need for repair is caused by the negligence or willful act of one Lot owner, in which case that owner shall bear the full cost.

- b) Non-Shared Exterior Components. Each Lot owner shall, at that owner's sole expense, maintain, repair, and replace the exterior components located exclusively on that owner's Lot—such as windows, siding on non-shared walls, private entrances, decks, patios, and yard improvements. All such work must preserve the materials, color, and style of the unified exterior façade as required by Paragraph 3.
- c) Coordination of Work. Any repair or replacement that affects the unified appearance of the duplex—whether a Common Element or a non-shared exterior component—shall be coordinated between the Lot owners to ensure that the resulting work matches in material, color, and style.
- d) Access for Repairs. Each Lot owner grants the other reasonable access to exterior portions of their Lot as necessary to perform work on the Common Elements, except in emergencies where immediate access is required.

5. EASEMENTS: The following easements are hereby declared and granted and shall run with the land:

- a) Easement for Access and Repairs. Each Lot owner grants to the other a non-exclusive easement over and across the exterior portions of his or her Lot as reasonably necessary to inspect, maintain, repair, or replace the Party Wall or the Common Elements, subject to reasonable notice except in emergencies.
- b) Utility Easements. Perpetual easements are granted for the installation, maintenance, repair, replacement, and operation of utilities serving either Lot or the duplex structure, including water, sewer, gas, electricity, telecommunications, and cable services, over, under, and across the portions of each Lot where such utilities are installed or reasonably required.
- c) No Interference. No Lot owner may obstruct, impair, or interfere with the use of any easement granted under this Paragraph, or with the reasonable exercise of access rights necessary to perform structural or exterior work governed by Paragraphs 2, 3, and 4.
- d) Transfer of Easements. All easements created herein shall automatically transfer with conveyance of title to either Lot without further documentation

6. LIENS ON UNITS: Each Lot owner is responsible for timely payment of all amounts due under this Agreement.

- a) Lien for Unpaid Amounts. Any amount owed by a Lot owner under this Agreement that remains unpaid after written notice and expiration of the cure period shall constitute a lien on that owner's Lot. The lien shall secure the unpaid amount, together with interest at 9% simple interest per year, and all reasonable costs of collection, including attorney fees.

- b) Notice and Cure. Before recording a lien, the non-defaulting Lot owner shall provide written notice to the defaulting owner stating the amount due and advising that a lien may be recorded if payment is not made within 14 days from the date of the notice.
- c) Recording of Lien. If the defaulting Lot owner fails to pay all amounts due within the 14-day cure period, the non-defaulting owner may record a lien with the Tazewell County Recorder.
- d) Costs of Collection. A Lot owner who fails to timely pay any amount due under this Agreement shall be responsible for all reasonable attorney fees, court costs, and other expenses incurred in collecting the amount owed.
- e) Certificates of Payment. Upon written request, each Lot owner shall furnish a certificate stating whether all amounts required under this Agreement have been paid, or identifying the amount and nature of any unpaid obligations. Purchasers, lenders, and title companies may rely on any such certificate.

7. BINDING EFFECT: The covenants, easements, restrictions, and obligations set forth in this Agreement shall run with the land and shall be binding upon all current and future owners of Lot 9A and Lot 9B. These provisions shall remain in full force and effect for twenty-five (25) years from the date of recording of this Agreement and shall automatically renew for successive ten (10) year periods thereafter unless an instrument modifying or terminating this Agreement is executed by the owners of both Lots and recorded with the Tazewell County Recorder.

8. ENFORCEMENT OF RESTRICTIONS: The covenants, easements, and obligations contained in this Agreement may be enforced by either Lot owner against the other by appropriate legal or equitable action, including actions to restrain violations, compel performance, or recover damages.

- a) Attorney Fees. A Lot owner who prevails in any action to enforce this Agreement shall be entitled to recover reasonable attorney fees, court costs, and other expenses incurred in enforcing the provisions of this Agreement.
- b) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

9. COVENANTS RUNNING WITH THE LAND: All covenants, easements, restrictions, and obligations set forth in this Agreement shall run with the land and shall be binding upon, and shall inure to the benefit of, all present and future owners of Lot 9A and Lot 9B and their respective heirs, successors, and assigns. Acceptance of a deed to either Lot shall constitute the grantee's agreement to be bound by all provisions of this Agreement and shall constitute an assignment of all rights and obligations appurtenant to that Lot.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Hillside Development Partners, LLC

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

This Document Prepared By:  
MCGRATH LAW OFFICE, P.C.  
113 S. Main, P.O. Box 139  
Mackinaw, Illinois 61755  
(309) 359-3461

TERMINATION OF  
CONDOMINIUM

This Declaration of Termination is made and executed this 19<sup>th</sup> day of January 2026, by HILLSIDE DEVELOPMENT PARTNERS, LLC, to terminate and remove the MACKINAW VALLEY CONDOMINIUM (the "Condominium") in accordance with the Illinois Condominium Property Act.

**WHEREAS**, a DECLARATION OF CONDOMINIUM OWNERSHIP (the "Declaration") was recorded on the 27th day of NOVEMBER 2006, in the Office of Recorder of the County of Tazewell and State of Illinois, for the following real estate legally described as:

LOT 9 SECTION ONE, MACKINAW VALLEY ESTATES, A SUBDIVISION OF TRACT Z, LOT D OF LOT 1 AND PART OF LOT E OF LOT 1 AND PART OF LOT E OF LOT 2, ALL IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE THRID PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

P.I.N.: 13-13-17-132-003 and 13-13-17-132-004  
Commonly known as: 202 and 204 Tulip Drive, Mackinaw, Illinois 61765

**WHEREAS**, a CONDOMINIUM PLAT (the "PLAT") was recorded in the Office of the of the Tazewell County, Illinois, Recorder of Deeds as Document Number 200600027012, Book DDD, Page, 128, the condominium property is composed of two parcels only, namely UNIT 9A and UNIT 9B.

**WHEREAS**, HILLSIDE DEVELOPMENT PARTNERS, LLC owns UNIT 9A, legally described as follows:

UNIT 9A OF THE MACKINAW VALLEY CONDOMINIUM, ACCORDING TO PLAT OF SURVEY RECORDED IN PLAT BOOK DDD, PAGE(S) 128 AS DOCUMENT NUMBER 200600027012 SIMULTANEOUSLY WITH THE MACKINAW VALLEY CONDOMINIUM DECLARATION OF CONDOMINIUM OWNERSHIP & BY-LAWS RECORDED NOVEMBER 27, 2006, AS DOCUMENT NUMBER 200600027013 IN THE TAZEWELL COUNTY RECORDER'S OFFICE; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN THE DECLARATION; SITUATE, LYING AND BEING IN TAZEWELL COUNTY, ILLINOIS.

P.I.N.: 13-13-17-132-003

Commonly known as: 202 Tulip Drive, Mackinaw, Illinois 61755

**WHEREAS**, HILLSIDE DEVELOPMENT PARTNERS, LLC owns UNIT 9B, legally described as follows:

UNIT 9B OF THE MACKINAW VALLEY CONDOMINIUM, ACCORDING TO PLAT OF SURVEY RECORDED IN PLAT BOOK DDD, PAGE 128 AS DOCUMENT NUMBER 200600027012 SIMULTANEOUSLY WITH THE MACKINAW VALLEY CONDOMINIUM DECLARATION OF CONDOMINIUM OWNERSHIP & BY-LAWS RECORDED NOVEMBER 27, 2006, AS DOCUMENT NUMBER 200600027013 IN THE TAZEWELL COUNTY RECORDER'S OFFICE; TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN THE DECLARATION; SITUATE, LYING AND BEING IN TAZEWELL COUNTY, ILLINOIS.

P.I.N.: 13-13-17-132-004

Commonly known as: 204 Tulip Drive, Mackinaw, Illinois 61755

**WHEREAS**, UNIT 9A and UNIT 9B are the only units, which together comprise the entirety of LOT 9.

**WHEREAS**, HILLSIDE DEVELOPMENT PARTNERS, LLC, is the sole member of the MACKINAW VALLEY CONDOMINIUM ASSOCIATION and, by its execution of this instrument manifests its acceptance and approval as the sole member of the aforesaid condominium association of the termination of this condominium.

**WHEREAS**, there are no lienholders of Unit 9A and Unit 9B.

**WHEREAS**, section 16 of the Illinois Condominium Property Act (765 ILCS 605/) allows for the removal of property from the provisions of the Act.

**WHEREAS**, all parties hereto desire to terminate the Condominium.

**NOW THEREFORE**, the undersigned hereby agree and declare as follows:

1. Removal of Property. The property describe herein shall be removed from the provisions of the Illinois Condominium Property Act.
2. Termination of Declaration and Plat. The Declaration and Plat are hereby terminated and carry no further force or effect.
3. Owner of Parcel. Upon execution of this instrument, the former condominium property shall be owned by HILLSIDE DEVELOPMENT PARTNERS, LLC, and shall be legally described as follows:

LOT 9 SECTION ONE, MACKINAW VALLEY ESTATES, A SUBDIVISION OF TRACT Z, LOT D OF LOT 1 AND PART OF LOT E OF LOT 1 AND PART OF LOT E OF LOT 2, ALL IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE THRID PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

P.I.N.: 13-13-17-132-003 and 13-13-17-132-004  
Commonly known as: 202 and 204 Tulip Drive, Mackinaw, Illinois 61765

IN WITNESS WHEREOF, the parties to this agreement, not personally, but as an officer of HILLSIDE DEVELOPMENT PARTNERS, LLC, has caused this instrument to be signed and sealed on this 19 day of January, 2026.

HILLSIDE DEVELOPMENT PARTNERS, LLC

By: [Redacted Signature]  
Brett Kaiser, one of its Managers

STATE OF ILLINOIS            )  
  ) SS:  
COUNTY OF Tazewell        )

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that BRETT KAISER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a manager of Hillside Development Partners, LLC, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as their own free and voluntary act in their capacity as Officer as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal on January 19, 2026.

Carmen Rassi  
Notary Public

Mail Tax Bill To:  
Hillside Development Partners, LLC  
919 Detroit Ct.  
Morton, IL 61550

