

ORDINANCE NO. 388

VILLAGE OF BELLEVUE, ILLINOIS

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF LAND
WITHIN A REDEVELOPMENT PROJECT AREA

WHEREAS, Section 11-74.4-4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4) provides that no conveyance of land by a municipality related to a redevelopment project shall be made except upon the adoption of an ordinance by the corporate authorities;

WHEREAS, the Village of Bellevue (the "Village") has, pursuant to statute, designated a redevelopment project area and approved redevelopment plans;

WHEREAS, the Village has acquired title to a parcel within the redevelopment project area (the "Parcel"), the Parcel being legally described in Exhibit A to the Real Estate Sale Contract attached hereto;

WHEREAS, the Village has received a proposal from Harold Massey, whereby Mr. Massey proposes to construct a light manufacturing facility on the Parcel which is expected to generate substantial tax revenue and employment opportunities;

WHEREAS, the Village has advertised its request for alternate proposals by publishing the same in a newspaper of general circulation within the Village on March 10, 1993;

WHEREAS, the Village has received no alternate proposals;

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF BELLEVUE as follows:

1. The sale to Harold Massey of the Parcel is consistent with the redevelopment plan and project of the Village.

2. The sale of the Parcel pursuant to the terms of the Real Estate Sale Contract attached hereto is hereby approved.

3. The President, Clerk and other officers of the Village are authorized to execute all documents and to perform all acts necessary to convey the Parcel to Harold Massey.

4. The Village Clerk is authorized to publish this Ordinance in pamphlet form.

5. This Ordinance shall take effect upon passage.

PASSED AND APPROVED THIS 10TH DAY OF MAY, 1993.

AYES: 6

NAYS: 0

ABSENT: _____

VILLAGE OF BELLEVUE

By: Larry N. Howard
Larry N. Howard, President

Carol S. Howard
Carol S. Howard, Village Clerk

REAL ESTATE SALE CONTRACT

By this Contract dated as of May 10, 1993, HAROLD MASSEY ("Buyer") hereby agrees to purchase from the VILLAGE OF BELLEVUE, ILLINOIS, a municipal corporation ("Seller"), and Seller agrees to sell to Buyer, on the following terms and conditions, the real estate described on Exhibit A attached hereto and made a part hereof, together with any improvements and fixtures located thereon or attached thereto (the "Premises").

1. Purchase Price

The Purchase Price for the Premises shall be Ten Thousand Dollars (\$10,000).

2. Closing

The closing for the sale ("Closing") shall be within ten (10) days of the date of approval by Seller of the site plan and construction plans pursuant to Section 3B hereof, at the offices of Keck, Mahin & Cate, 640 Peoria Savings Plaza, Peoria, Illinois. Seller shall deliver possession to Buyer at the Closing. Seller shall deliver to Buyer at closing a quit-claim deed for the Premises in the form set forth as Exhibit B attached hereto and made a part hereof. Buyer shall deliver to Seller at Closing the Purchase Price and the Letter of Credit described in Section 3H hereof.

3. Obligations of Buyer

A. Construction of Project. Buyer shall cause to be constructed on the Premises a light manufacturing facility of approximately 5,000 square feet (the "Project"). The Project shall be constructed in accordance with the site plan and construction plans submitted by Buyer and approved by Seller pursuant to Section 3B hereof.

B. Submission of Plans. Within thirty (30) days from the date hereof, Buyer shall submit to Seller a site plan and construction plans for the Project. The Seller's obligation to sell the Premises is subject to the Seller's approval of said site plan and construction plans. In the event that a site plan and construction plans satisfactory to Seller have not been submitted within thirty (30) days of the date hereof, the obligations of Seller hereunder shall terminate.

C. Site Improvements. In addition to complying with all applicable statutes, ordinances and codes, the Buyer shall cause to be constructed the following site improvements:

1. All driveways, parking areas, approaches, staging areas; and all areas of vehicular traffic will be paved with a smooth, dust free surface;

2. Adequate provisions shall be made for storm water retention and runoff; and
3. Depressed curbs will be constructed at all driveway entrances.

D. Commencement of Construction. Construction of the Project shall commence within five (5) days of date of conveyance of the Premises to the Buyer. In the event that construction has not commenced by said date, title to the Premises shall revert to the Seller, and Seller shall refund the purchase price less (i) all costs of the Seller in connection with the sale of the Premises and the Project and (ii) the amount of any liens or encumbrances on the Premises.

E. Completion of Construction. Construction of the Project shall be completed within ninety (90) days of the date of conveyance of the Premises to Buyer. In the event that construction is not completed within said time period, title to the Premises shall, at Seller's option, revert to Seller. If Seller exercises said option, it shall pay to Buyer the purchase price plus the cost of construction of any improvements constructed on the Premises by Buyer, less (i) all costs of Seller in connection with the sale of the Premises and the Project and (ii) the amount of any liens or encumbrances on the Premises.

F. Excuse of Performance. In the event the Buyer shall be delayed in the construction of the Project as set forth in Subsection 3E hereof by reason of occurrences beyond the control of Buyer such as adverse weather conditions, fires, floods, epidemics, embargoes, riots, war or Acts of God, then the time for completion of construction shall be extended for a period equal to the period of such delay. Buyer shall give written notice to Seller as soon as possible after Buyer becomes aware of any such delay.

G. Right of First Refusal. Until December 31, 2009, Seller may not sell all or any portion of the Premises (other than that portion upon which the Project has been constructed) without first offering the property proposed to be sold to Seller at the price of \$750.00 per acre. Said offer shall be in writing and shall be delivered to Seller, along with a copy of the terms and conditions of the sale proposed by Buyer. If Seller does not accept said offer within thirty (30) days of the date of its receipt of said offer, Buyer may, within ninety (90) days of the date of delivery of said offer to Seller, sell the property offered to Seller on the terms and conditions as delivered to Seller.

H. Letter of Credit. At Closing, Buyer shall deliver to Seller a Letter of Credit in the amount of \$105,000, in the form

and from a lender satisfactory to Seller. The Letter of Credit shall secure Buyer's obligations under this Agreement.

4. Prorations; Closing Costs.

General real estate taxes on the Premises for 1992 (payable 1993) shall be paid by Seller when due. Buyer shall receive a credit for 1993 (payable 1994) real estate taxes equal to the credit received by Seller when Seller purchased the Premises. Seller shall pay the amount of any stamp tax imposed by State law on a transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or Seller's agent in the form required by the Real Estate Transfer Tax Act of the State of Illinois.

5. Risk of Loss

The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.

6. Representations and Warranties

Seller represents and warrants to Buyer that Seller has all the requisite power and authority and capacity to enter into this Contract and perform Seller's obligations hereunder. Buyer represents and warrants to Seller that Buyer has all necessary power and authority to make, execute, deliver and consummate this Contract and to perform Buyer's obligations hereunder.

7. No Brokers

Neither Buyer nor Seller have utilized the services of a broker or real estate dealer in connection with this transaction.

8. Time of the Essence

Time is of the essence of this Contract.

9. Notice

All notices herein required shall be in writing and shall be served on the parties at the addresses provided herein. The mailing of the notice by registered or certified mail, return receipt requested, shall constitute sufficient notice.

SELLER:

Village of Bellevue
320 S. Main Street
Bellevue, Illinois 61604
ATTENTION: Village Clerk

BUYER:

Harold Massey
5810 W. Hubbard Lane
Bartonville, Illinois 61607

WITH A COPY TO:

Michael R. Seghetti
Keck, Mahin & Cate
331 Fulton, Suite 640
Peoria, Illinois 61602

10. Assignability.

Buyer may not assign his rights and obligations hereunder without the written consent of Seller.

IN WITNESS WHEREOF, Buyer and Seller each have executed this Agreement as of the day and year first above written.

Buyer:

Harold Massey

Seller:

VILLAGE OF BELLEVUE

By:

Larry N. Howard
Larry N. Howard
President

Attest:

Carol S. Howard
Carol S. Howard
Village Clerk

793-467.A

PARCEL 1:

A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 0 MINUTES ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 116, A DISTANCE OF 575 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES, A DISTANCE OF 220 FEET; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 460 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 78 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 12 SECONDS EAST, A DISTANCE OF 255.26 FEET; THENCE SOUTH 0 DEGREES 20 MINUTES WEST, A DISTANCE OF 1202.47 FEET; THENCE NORTH 60 DEGREES 48 MINUTES WEST, A DISTANCE OF 595.41 FEET; THENCE NORTH 25 DEGREES 33 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.95 FEET; THENCE NORTH 64 DEGREES 7 MINUTES WEST, A DISTANCE OF 530.25 FEET; THENCE NORTH 73 DEGREES 29 MINUTES 9 SECONDS EAST, A DISTANCE OF 406.37 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 524.34 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE: COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 0 MINUTES ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 116, A DISTANCE OF 575 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES, A DISTANCE OF 220 FEET; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 460 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 404.14 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 60.4 FEET; THENCE SOUTH 64 DEGREES 7 MINUTES EAST, A DISTANCE OF 50 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 60.4 FEET; THENCE NORTH 64 DEGREES 7 MINUTES WEST, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING; ALSO, EXCEPT THE COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS; SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL

EXHIBIT A
(PAGE 1 OF 3)

1. OVER THOSE PORTIONS OF TRACTS 1 AND 2 DESCRIBED BELOW WHICH PROVIDE A ROADWAY, DRIVEWAY OR PASSAGE WAY FOR VEHICULAR TRAFFIC AND OVER A STRIP OF LAND 35 FEET IN WIDTH ALONG AND ADJACENT TO THE SOUTH WEST BOUNDARY OF TRACT 2, DESCRIBED BELOW, TO THE PUBLIC HIGHWAYS BOUNDING SAID TRACTS, AS CREATED BY THE RECIPROCAL EASEMENT DECLARATION DATED DECEMBER 22, 1982 AND RECORDED DECEMBER 29, 1982 AS DOCUMENT #82-18588:

TRACT 1:

A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 0 MINUTES ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE #116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE #116, A DISTANCE OF 575.0 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 460.0 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 524.34 FEET; THENCE NORTH 64 DEGREES 07 MINUTES WEST, A DISTANCE OF 546.0 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 538.79 FEET; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 86.17 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS. ALSO; A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE NORTH 62 DEGREES 36 MINUTES WEST, A DISTANCE OF 43.68 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 62 DEGREES 36 MINUTES WEST, A DISTANCE OF 12.0 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 3.14 FEET; THENCE IN A NORTHERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 118.0 FEET FOR AN ARC DISTANCE OF 53.96 FEET; SAID ARC HAVING A CHORD BEARING OF NORTH 12 DEGREES 47 MINUTES EAST FOR A CHORD DISTANCE OF 53.49 FEET; THENCE NORTH 0 DEGREES 19 MINUTES WEST, A DISTANCE OF 139.19 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE #116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE #116, A DISTANCE OF 12.0 FEET; THENCE SOUTH 0 DEGREES 19 MINUTES EAST, A DISTANCE OF 139.19 FEET; THENCE IN A SOUTHERLY DIRECTION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 130.0 FEET FOR AN ARC DISTANCE OF 59.45 FEET; SAID ARC HAVING A CHORD BEARING OF SOUTH 12 DEGREES 47 MINUTES WEST FOR A CHORD DISTANCE OF 58.93 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 3.45 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

TRACT 2:

EXHIBIT A
(PAGE 2 OF 3)

A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 10; THENCE SOUTH 0 DEGREES 0 MINUTES ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE NO. 116, THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE NO. 116, A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 0 DEGREES 0 MINUTES, A DISTANCE OF 864.4 FEET; THENCE SOUTH 64 DEGREES 07 MINUTES EAST A DISTANCE OF 350.0 FEET; THENCE NORTH 73 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 406.37 FEET; THENCE NORTH 64 DEGREES 07 MINUTES WEST, A DISTANCE OF 546.0 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 538.79 FEET; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 86.17 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, A DISTANCE OF 220.0 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES WEST A DISTANCE OF 525.0 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE NORTH 89 DEGREES 41 MINUTES EAST, A DISTANCE OF 525 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES A DISTANCE OF 220 FEET; THENCE NORTH 62 DEGREES 36 MINUTES WEST, A DISTANCE OF 43.68 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 62 DEGREES 36 MINUTES WEST, A DISTANCE OF 12.0 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 3.14 FEET; THENCE IN A NORTHERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 118.0 FEET FOR AN ARC DISTANCE OF 53.96 FEET; SAID ARC HAVING A CHORD BEARING OF NORTH 12 DEGREES 47 MINUTES EAST FOR A CHORD DISTANCE OF 53.49 FEET; THENCE NORTH 0 DEGREES 19 MINUTES WEST, A DISTANCE OF 139.19 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE NO. 116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE NO. 116, A DISTANCE OF 12.0 FEET; THENCE SOUTH 0 DEGREES 19 MINUTES EAST, A DISTANCE OF 139.19 FEET; THENCE IN A SOUTHERLY DIRECTION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 130.0 FEET FOR AN ARC DISTANCE OF 59.45 FEET; SAID ARC HAVING A CHORD BEARING OF SOUTH 12 DEGREES 47 MINUTES WEST FOR A CHORD DISTANCE OF 58.93 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 3.45 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

Pin: 17-10-401-021

EXHIBIT A
(PAGE 3 OF 3)

EXHIBIT B

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

QUIT-CLAIM DEED _____ Recorder of Deeds

THIS INDENTURE WITNESSETH that the Village of Bellevue, Peoria County, Illinois, an Illinois municipal corporation (the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEYS and QUIT-CLAIMS to Harold Massey (the "Grantee"), the real estate described on Exhibit A attached hereto and made a part hereof (the "Premises").

Such conveyance is subject to general real estate taxes for 1992 and subsequent years, easements, restrictions, declarations, covenants, reservations and conditions of record.

Pursuant to the terms of a Real Estate Sale Contract between Grantor and Grantee dated March 22, 1993 (the "Contract"), Grantee is obligated to construct a 5,000 square foot building on the Premises (the "Project"). Construction of the Project, pursuant to the terms of the Contract, is to commence within five (5) days of the date hereof and is to be completed within ninety (90) days of the date hereof. Pursuant to the Contract, the conveyance of the Premises is subject to the following rights reserved to Grantor:

- (i) in the event that construction of the Project has not commenced within five (5) days of the date hereof, title to the Premises shall revert to the Grantor.
- (ii) in the event that construction of the Project is not completed within ninety (90) days of the date hereof, title to the Premises shall, at Grantor's option, revert to Grantor. In the event that Grantee shall be delayed in the construction of the Project by reason of occurrences beyond the control of Grantee such as adverse weather conditions, fires, floods, epidemics, embargoes, riots, war or Acts of God, then the time for completion of construction shall be extended for a period equal to the period of such delay. Grantee shall give written notice to Grantor as soon as possible after Grantee becomes aware of any such delay.
- (iii) Until December 31, 2009, Grantor shall have a right of first refusal on any proposed sale by Grantee of all or any portion of the Premises, as set forth in the Contract.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated: _____, 1993

VILLAGE OF BELLEVUE, ILLINOIS

By: _____
Larry N. Howard
President

Attest:

Carol S. Howard
Village Clerk

State of Illinois)
) ss.
County of Peoria)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Larry N. Howard and Carol S. Howard, personally known to me to be the President and Clerk, respectively, of the Village of Bellevue, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument and that the seal affixed thereto is the seal of said municipal corporation.

GIVEN under my hand and notarial seal this ____ day of _____ A.D., 1993.

Notary Public

Mail tax bill to and after recording return to:

Harold Massey
5810 W. Hubbard Lane
Bartonville, Illinois 61607

This document prepared by:

Michael R. Seghetti
Keck, Mahin & Cate
640 Peoria Savings Plaza
Peoria, Illinois 61602

PARCEL 1:

A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 0 MINUTES ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 116, A DISTANCE OF 575 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES, A DISTANCE OF 220 FEET; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 460 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 78 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 12 SECONDS EAST, A DISTANCE OF 255.26 FEET; THENCE SOUTH 0 DEGREES 20 MINUTES WEST, A DISTANCE OF 1202.47 FEET; THENCE NORTH 60 DEGREES 48 MINUTES WEST, A DISTANCE OF 595.41 FEET; THENCE NORTH 25 DEGREES 33 MINUTES 25 SECONDS EAST, A DISTANCE OF 140.95 FEET; THENCE NORTH 64 DEGREES 7 MINUTES WEST, A DISTANCE OF 530.25 FEET; THENCE NORTH 73 DEGREES 29 MINUTES 9 SECONDS EAST, A DISTANCE OF 406.37 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 524.34 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE: COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 0 MINUTES ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 116, A DISTANCE OF 575 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES, A DISTANCE OF 220 FEET; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 460 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 404.14 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 60.4 FEET; THENCE SOUTH 64 DEGREES 7 MINUTES EAST, A DISTANCE OF 50 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 60.4 FEET; THENCE NORTH 64 DEGREES 7 MINUTES WEST, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING; ALSO, EXCEPT THE COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS; SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL

EXHIBIT A
(PAGE 1 OF 3)

1, OVER THOSE PORTIONS OF TRACTS 1 AND 2 DESCRIBED BELOW WHICH PROVIDE A ROADWAY, DRIVEWAY OR PASSAGE WAY FOR VEHICULAR TRAFFIC AND OVER A STRIP OF LAND 35 FEET IN WIDTH ALONG AND ADJACENT TO THE SOUTH WEST BOUNDARY OF TRACT 2, DESCRIBED BELOW, TO THE PUBLIC HIGHWAYS BOUNDING SAID TRACTS, AS CREATED BY THE RECIPROCAL EASEMENT DECLARATION DATED DECEMBER 22, 1982 AND RECORDED DECEMBER 29, 1982 AS DOCUMENT #82-18588:

TRACT 1:

A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 0 MINUTES ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE #116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE #116, A DISTANCE OF 575.0 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 460.0 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 524.34 FEET; THENCE NORTH 64 DEGREES 07 MINUTES WEST, A DISTANCE OF 546.0 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 538.79 FEET; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 86.17 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS. ALSO; A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE NORTH 62 DEGREES 36 MINUTES WEST, A DISTANCE OF 43.68 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 62 DEGREES 36 MINUTES WEST, A DISTANCE OF 12.0 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 3.14 FEET; THENCE IN A NORTHERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 118.0 FEET FOR AN ARC DISTANCE OF 53.96 FEET; SAID ARC HAVING A CHORD BEARING OF NORTH 12 DEGREES 47 MINUTES EAST FOR A CHORD DISTANCE OF 53.49 FEET; THENCE NORTH 0 DEGREES 19 MINUTES WEST, A DISTANCE OF 139.19 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE #116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE #116, A DISTANCE OF 12.0 FEET; THENCE SOUTH 0 DEGREES 19 MINUTES EAST, A DISTANCE OF 139.19 FEET; THENCE IN A SOUTHERLY DIRECTION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 130.0 FEET FOR AN ARC DISTANCE OF 59.45 FEET; SAID ARC HAVING A CHORD BEARING OF SOUTH 12 DEGREES 47 MINUTES WEST FOR A CHORD DISTANCE OF 58.93 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 3.45 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

TRACT 2:

EXHIBIT A
(PAGE 2 OF 3)

A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 10; THENCE SOUTH 0 DEGREES 0 MINUTES ALONG THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE NO. 116, THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE NO. 116, A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 0 DEGREES 0 MINUTES, A DISTANCE OF 864.4 FEET; THENCE SOUTH 64 DEGREES 07 MINUTES EAST A DISTANCE OF 350.0 FEET; THENCE NORTH 73 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 406.37 FEET; THENCE NORTH 64 DEGREES 07 MINUTES WEST, A DISTANCE OF 546.0 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 538.79 FEET; THENCE SOUTH 62 DEGREES 36 MINUTES EAST, A DISTANCE OF 86.17 FEET; THENCE NORTH 0 DEGREES 0 MINUTES, A DISTANCE OF 220.0 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES WEST A DISTANCE OF 525.0 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: A PART OF THE SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE NORTH 89 DEGREES 41 MINUTES EAST, A DISTANCE OF 525 FEET; THENCE SOUTH 0 DEGREES 0 MINUTES A DISTANCE OF 220 FEET; THENCE NORTH 62 DEGREES 36 MINUTES WEST, A DISTANCE OF 43.68 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING NORTH 62 DEGREES 36 MINUTES WEST, A DISTANCE OF 12.0 FEET; THENCE NORTH 25 DEGREES 53 MINUTES EAST, A DISTANCE OF 3.14 FEET; THENCE IN A NORTHERLY DIRECTION ON A CURVE TO THE LEFT HAVING A RADIUS OF 118.0 FEET FOR AN ARC DISTANCE OF 53.96 FEET; SAID ARC HAVING A CHORD BEARING OF NORTH 12 DEGREES 47 MINUTES EAST FOR A CHORD DISTANCE OF 53.49 FEET; THENCE NORTH 0 DEGREES 19 MINUTES WEST, A DISTANCE OF 139.19 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE NO. 116; THENCE NORTH 89 DEGREES 41 MINUTES EAST ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE NO. 116, A DISTANCE OF 12.0 FEET; THENCE SOUTH 0 DEGREES 19 MINUTES EAST, A DISTANCE OF 139.19 FEET; THENCE IN A SOUTHERLY DIRECTION ON A CURVE TO THE RIGHT HAVING A RADIUS OF 130.0 FEET FOR AN ARC DISTANCE OF 59.45 FEET; SAID ARC HAVING A CHORD BEARING OF SOUTH 12 DEGREES 47 MINUTES WEST FOR A CHORD DISTANCE OF 58.93 FEET; THENCE SOUTH 25 DEGREES 53 MINUTES WEST, A DISTANCE OF 3.45 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 17-10-401-021

EXHIBIT A
(PAGE 3 OF 3)