

ORDINANCE NO. 421

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 Redevelopment Agreement attached hereto;

WHEREAS, the Village has received a proposal from Sam and Judy Buhs, whereby Mr. and Mrs. Buhs propose to construct an approximately 12,000 square foot office/warehouse/shop 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 April 15, 1995;

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 Sam and Judy Buhs 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 Redevelopment Agreement 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 Sam and Judy Buhs.

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 22ND DAY OF MAY, 1995.

AYES: 4

NAYS: 0

ABSENT: 2

VILLAGE OF BELLEVUE

By: Larry N. Howard, President

Carol S. Howard, Village Clerk

**REDEVELOPMENT AGREEMENT BETWEEN SAM BUHS AND JUDY BUHS AND
THE VILLAGE OF BELLEVUE, ILLINOIS**

THIS REDEVELOPMENT AGREEMENT is dated as of May 22, 1995, between the VILLAGE OF BELLEVUE, Peoria County, Illinois, an Illinois municipal corporation (the "Village"), and SAM BUHS and JUDY BUHS (the "Developer").

For the purpose of this Agreement, the following terms shall have the meanings as hereinafter indicated:

"Act": Shall mean the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1 et seq., including all amendments thereto.

"Redevelopment Plan" Shall mean the Starr Lane Tax Increment Redevelopment Plan, as amended from time to time.

"Redevelopment Project Area" Shall mean the Starr Lane Redevelopment Project Area, as described in the Redevelopment Plan, sometimes also referred to herein as the "TIF District".

- PREAMBLE -

**DESIGNATION OF REDEVELOPMENT
PROJECT AREA**

A. Adoption and Qualification as a TIF District. By Ordinance No. 308, passed December 30, 1986, the Village approved the Redevelopment Plan, designated the Redevelopment Project Area a redevelopment project area pursuant to the Act, adopted tax increment allocation financing therein, and directed that the tax increment shall be allocated to and, when collected, shall be paid to the Village Treasurer who shall deposit said funds in the special tax allocation fund for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

B. Objectives. The reasons for establishing the Redevelopment Project Area are to eliminate the blighted conditions in the Redevelopment Project Area and to guide private development projects in order to achieve the objectives set forth in the Redevelopment Plan.

C. Incentives. To help achieve the aforementioned objectives, and to help realize the resultant benefits, the Village will provide specific incentives (as hereinafter described) to the Developer.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and representations hereinbefore, and hereinafter, set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
CONSTRUCTION OF
REDEVELOPMENT IMPROVEMENTS**

1.1 Developer to Construct Redevelopment Improvements.

In consideration of the incentives provided by the Village as hereinafter described, the Developer shall at its sole cost and expense construct, in the Redevelopment Project Area, an approximately 12,000 square foot office/warehouse/shop facility (the "Redevelopment Improvements") in substantial conformance with a site plan and construction plans to be approved by the Village. The Redevelopment Improvements will have a total value of not less than \$400,000, and shall be completed and occupied not later than December 31, 1995. Construction shall begin no later than July 1, 1995. Developer shall occupy the Redevelopment Improvements in connection with their business of repairing trucks and trailers, currently carried on locally at 3523 West Farmington Road, Peoria, Illinois.

1.2 Developer to Maintain Redevelopment Improvements in a Safe and Sightly Manner in Conformance with all Applicable Laws and Ordinances.

Developer shall, at all times, operate its facility in conformance with all applicable laws, rules and regulations including any and all ordinances of the Village. Developer shall at no time store any hazardous or special waste at the facility or discharge any noxious or hazardous fumes, liquids, or solids into the atmosphere or groundwater, or otherwise into the environment, except for substances used in the ordinary course of the Developer's business. No materials, hazardous or otherwise, shall be stored in the open or in "plain view".

**ARTICLE II
DEVELOPMENT INCENTIVES**

2.1 Redevelopment Project Costs Reimbursement.

The Village has entered into this Agreement in furtherance of the Redevelopment Plan, and, directly in connection therewith, agrees to reimburse Developer for up to \$15,000 of the reasonable and necessary costs incurred by Developer incidental to its development of the Redevelopment Improvements. Such costs shall be reimbursed only to the extent that they qualify as "Redevelopment Project Costs" under the Act, including, without limitation, (i) property assembly costs permitted to be reimbursed pursuant to 65 ILCS 5/11-74.4-3(q)(2), namely the clearing and grading of land, (ii) the costs of construction of public works or improvements permitted to be reimbursed pursuant to 65 ILCS 5/11-74.4-3(q)(4), namely the construction of drainage improvements on the Project Site (as hereinafter defined) and (iii) relocation costs.

The Village shall reimburse the costs described above, up to a total of Fifteen Thousand Dollars (\$15,000), upon the satisfaction of the following conditions:

- The Developer shall have completed construction of the Redevelopment Improvements and commenced business operations on the Project Site.
- The Developer shall have submitted to the Village evidence of the payment of the costs described above, in form and substance satisfactory to the Village.

2.2 Conveyance of the Project Site.

(a) Sale Agreement. The Village hereby agrees to sell to the Developer, and the Developer hereby agrees to purchase from the Village, subject to all of the terms and conditions of this Agreement, the real estate described on Exhibit A attached hereto and made a part hereof (the "Project Site"). The Village shall convey title to the Project Site to the Developer by special warranty deed, subject to all easements, covenants, restrictions, dedications and conditions of record.

(b) Purchase Price. The purchase price ("Purchase Price") of the Project Site shall be One Dollar (\$1.00), to be paid by the Developer to the Village at Closing.

(c) Conditions Precedent to Conveyance. Prior to closing, the Developer shall deliver to the Village the following, in form and substance satisfactory to the Village:

- Project Cost Analysis. An analysis of the projected cost of construction of the Project.
- Plans. A site plan and construction plans for the Redevelopment Improvements.
- Construction Contracts. Executed construction contracts for the Redevelopment Improvements with contractors reasonably acceptable to the Village showing commencement and completion dates consistent with the Developer's obligations under Section 1.1 hereof.
- Financing. Evidence, acceptable to the Village, that the Developer has financing in place to complete construction of the Redevelopment Improvements.
- Evidence of Financial Capacity. Evidence of the Developer's financial ability to proceed with construction of the Project.
- Other Documents. Such other documents as are reasonably requested by the Village.

(d) Closing. The purchase of the Project Site shall be consummated as follows:

- Closing Date. The closing (the "Closing") shall be on May 26, 1995, or such other date as may be agreed upon by the Developer and the Village in advance (the "Closing Date").
- Conveyance. The Village shall convey the Project Site to the Developer by Special Warranty Deed, as set forth in Section 2.2(a) of this Agreement.

(e) Examination of Project Site. As of the Closing Date, the Developer warrants that the Developer has fully inspected the Project Site, or has had the opportunity to conduct a complete and thorough inspection thereof, to determine the condition thereof for any and all defects, whether known, unknown or hidden, including, but not limited to, any such defects relating to soil conditions and toxic or other hazardous materials; and the Developer expressly agrees to purchase the Project Site "AS IS," irrespective of whether the Project Site contains any defects, whether known, disclosed or hidden, it being fully understood that except as specifically set forth herein, the Village has made no warranties or representations of any kind pertaining to the Project Site, the condition thereof, the rental thereof, or any other matter pertaining to the Project Site. The Developer agrees that if there is any requirement by governmental authority to meet or comply with any regulation, ordinance or code section, or to improve any part or portion of the Project Site prior to or as a condition of sale, any such costs shall be paid by the Developer; and any such requirements shall be complied with promptly by the Developer and shall not relieve the Developer from any of the obligations imposed by this Agreement.

(f) Inspections, Etc. Prior to Closing Date. From and after the date hereof, but before the Closing Date, the Developer or its agents and employees may enter upon the Project Site for the purpose of making inspections, surveys and tests of the Project Site; provided, however, that (1) if during the course of such inspections, surveys and tests, the condition of the Project Site is changed or disturbed in any manner, the Developer shall return the Project Site to the condition that existed prior to such inspections, surveys and tests; and (2) the Developer shall indemnify and hold the Village harmless against all expenses, damages or costs (including reasonable attorneys fees and costs) incurred by the Village by reason of legal liability in respect to bodily injury, death and property damage arising from the Developer's activities on the Project Site including, without limitation, such inspections, surveys or tests.

ARTICLE III

3.1 Indemnification of Village. Developer agrees to indemnify, defend and hold harmless the Village, its President,

Trustees, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs and expenses and reasonable attorneys' fees brought by third parties growing out of or arising from any and all conduct of the Developer, their agents, employees, attorneys and representatives in connection with the acquisition and construction of the Redevelopment Improvements and operation of their business in the Redevelopment Project Area. Further, the Developer (not the Village) shall be solely responsible for the completion of this Project.

3.2 Covenants to Run with the Land. The Developer hereby subjects the Redevelopment Improvements to the covenants, reservations, and restrictions set forth herein. The Village and the Developer hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Redevelopment Improvements throughout the term of this Agreement. Each and every contract, deed, mortgage or other instrument hereinafter executed covering or conveying the Redevelopment Improvements or any portion thereof shall be conclusively held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

ARTICLE IV NOTICE

4.1 Form. All notices and demands required hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after deposit in the United States Mail, postage prepaid, certified, with return receipt requested, addressed to the parties as follows:

If to the Village: Village of Bellevue
320 South Main Street
Bellevue, Illinois 61604
Attention: Village Clerk

With a copy to: Michael R. Seghetti
Keck, Mahin & Cate
331 Fulton, Suite 640
Peoria, Illinois 61602

If to Developer: Sam Buhs
c/o William C. Wombacher
700 Commerce Bank Building
Peoria, Illinois 61602

**ARTICLE V
TRANSFER RESTRICTION**

Until December 31, 2009, the Developer may not sell any unimproved portion of the Project Site without the prior written consent of the Village, which the Village may withhold in its absolute discretion.

**ARTICLE VI
GENERAL**

6.1 Assessment of Redevelopment Project Area. The parties agree that the Redevelopment Improvements shall be assessed for general real estate taxes in the manner provided by Illinois Compiled Statutes, as amended from time to time. The Developer agrees that it will not do any of the following for so long as development incentive payments are to be made hereunder:

- a. Request a full or partial exemption from general real estate taxes; or,
- b. Request an assessment at a value not permitted by law.

6.2 No Recourse Against Public Officials. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the elected public officials of the Village or its officers, agents, attorneys and employees, in any amount subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the elected public officials of the Village or its officers, agents, attorneys and employees and all such claims are hereby expressly waived and released as a condition of and as a consideration for the execution of this Agreement by the Village, provided such elected officials, officers, agents, attorneys and employees are acting pursuant to lawful authority and are uniformly enforcing and/or administering the laws, ordinances, practices and procedures of the Village. This paragraph is a waiver of claims only with respect to the individuals named herein, and is not a waiver by the Developer of any claims against the Village.

6.3 No Waiver. Failure of any party to this Agreement to insist upon the strict and prompt performance of terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

6.4 Village Action. Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Village Board unless otherwise expressly provided or required by law, and any such approval may be

required to be given only after and if all requirements are inconsistent with this Agreement.

6.5 Recordation. This Agreement or a memorandum thereof may be recorded with the Recorder of Deeds of Peoria County, Illinois, by either party.

6.6 Incorporation of Recitals. The definitions and recitals set forth in the Definition of General Terms and Preamble are hereby specifically incorporated into this Agreement.

6.7 Entire Agreement. The terms and conditions set forth in this Agreement and its Exhibits supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer.

6.8 Binding Upon Successors in Interest. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.

6.9 Titles of Paragraphs. Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision.

6.10 Assignment. The Developer may assign this Agreement, with the prior written consent of the Village; provided, however, that such an assignment shall not relieve the Developer of their obligations hereunder.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

VILLAGE OF BELLEVUE, ILLINOIS

DEVELOPER:

By: _____
Larry N. Howard, President

SAM BUHS

Attest: _____
Carol S. Howard
Village Clerk

JUDY BUHS

895-519.A

EXHIBIT A

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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

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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:

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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 WEST, A DISTANCE OF 638.79 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.

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EXCEPTING THEREFROM THE FOLLOWING DESCRIBED
REAL ESTATE:

A PART OF THE SE 1/4 OF SECTION 10, T-8-N, R-7-E OF THE 4TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10; THENCE S0°-00'W ALONG THE WEST LINE OF THE SE 1/4 OF SAID SECTION 10, A DISTANCE OF 66.92 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STATE ROUTE 116; THENCE N89°-41'E ALONG THE SOUTH R.O.W. LINE OF STATE ROUTE 116, A DISTANCE OF 575.00 FEET; THENCE S0°-00'W, A DISTANCE OF 220.0 FEET; THENCE S62°-36'E, A DISTANCE OF 460.00 FEET; THENCE S25°-53'W, A DISTANCE OF 524.34 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, THENCE CONTINUING S25°-53'W, A DISTANCE OF 274.00 FEET; THENCE N64°-07'W, A DISTANCE OF 300.10 FEET; THENCE N73°-29'-09"E, A DISTANCE OF 406.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.94 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE VILLAGE OF BELLEVUE, COUNTY OF PEORIA, AND STATE OF ILLINOIS.

PIN:Part of 17-10-401-021