

Owner VRG Properties Company  
Address 1037 S. Western Avenue  
Peoria, Illinois  
Route FAU 6594 (Western Ave)  
County Peoria  
Job No. C-94-048-18  
Parcel No. 052  
P.I.N. No. 1818281039  
Section 16-00368-01-PV  
Project No. XMWJ(817)  
Contract No. 89766  
Catalog No. 035741-00D

**SPECIAL WARRANTY DEED**  
**(Corporation) (Non-Freeway)**

VRG Properties Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of One Thousand and 00/100 Dollars (\$1,000.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, conveys to the City of Peoria, (Grantee), all existing legal and equitable rights of Grantor and, without limitation, any after-acquired title in and to the following described real estate

A part of Lot 20 in Block 2 of Darst's Subdivision of Lot 5, being a part of the Northeast Quarter of Section 18, Township 8 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly described as follows, and bearing refer to the Illinois State Plane Coordinate System West Zone, NAD 83-03:

Commencing at the Southeast Corner of said Lot 20 and the Westerly Right-of-Way Line of FAU Route 6954 (IL Rte. 8) (Western Ave.), said corner also being the Northerly Right-of-Way Line of Garden Street, said corner also being the Point of Beginning; thence along said Northerly Right-of-Way Line of Garden Street bearing South 89° 56' 55" West a distance of 25.00 feet; thence leaving said Northerly Right-of-Way Line bearing North 60° 45' 00" East a distance of 28.77 feet to said Westerly Right-of-Way Line; thence along said Westerly Right-of-Way Line bearing South 00° 23' 51" West a distance of 14.03 feet to said Point of Beginning, consisting of 175.44 Square Feet (0.004 Acres), more or less.

situated in the County of Peoria, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor covenants to Grantee, its successors and assigns that the premises are free and clear from any encumbrance made, done or suffered by Grantor and that it will forever warrant and defend the title to the premises against the lawful claims and demands of all persons or entities claiming or to claim the same by, through or under Grantor.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have

been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

The Real Estate is conveyed subject to those items on Exhibit A.

The Grantor and Grantee further agree as follows:

1. No water wells shall be drilled or placed on the Real Estate (excluding monitoring, extraction and similar wells used for environmental testing, monitoring and/or remediation purposes).
2. The groundwater under the Real Estate shall not be used as a potable water supply. No person shall construct, install, maintain or utilize a potable water supply well. In accordance with Section 3.65 of the Environmental Protection Act ("Act"), as amended, "potable" means generally fit for human consumption in accordance with accepted water supply principles and practices.
3. For a period of twenty (20) years from and after the date of this Special Warranty Deed, the Real Estate shall not be used for the sale, storage or dispensing of gasoline or hydrocarbon products thereon or therefrom.
4. The property may be used solely for commercial and industrial uses including Municipal Right of Way.
5. Prior to commencement of any future excavation and/or construction in or near the contaminated zone of the remediation site, a safety plan for this remediation is required that is consistent with the National Institute for Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities; Occupational Safety and Health Administration regulations; particularly in 29 CFR 1910 and 1926; state and local regulations; and other U.S. EPA guidance as provided. At a minimum, the plan should address possible worker exposure if any future excavation and construction activities occur within any contaminated soil.
6. Any existing and potential buildings must have a concrete slab on grade or basement with concrete floor and walls.

These use restrictions are covenants running with the land and shall be binding upon Grantee and all successor owners of all or any part of the Real Estate, their tenants, and all other persons having any right, title or interest in or to the Real Estate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

VRG Properties Company  
Corporation Name

By: \_\_\_\_\_  
Signature

James V. Stegall, Vice President  
Print Name and Title

ATTEST:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

State of Texas )  
County of Bexar ) ss

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by  
James V. Stegall \_\_\_\_\_, as Vice President  
and \_\_\_\_\_, as \_\_\_\_\_  
of VRG Properties Company \_\_\_\_\_.

(SEAL)

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

My Commission Expires: \_\_\_\_\_



EXHIBIT A

PERMITTED EXCEPTIONS

1. Taxes which are not yet due and payable.
2. Matters set forth on Plat of DARST'S SUBDIVISION recorded in Plat Book "B", page 107.
3. Dedication of streets and alleys as set forth in the Owners Certificate attached to the plat of DARST'S SUBDIVISION recorded in Plat Book "B", page 107.
4. Environmental Disclosure Document recorded April 26, 1995, as Document No. 95-08681, and all terms contained therein.
5. Setback encroachment agreement recorded April 13, 1977 as Document No. 77-08209, and all terms contained therein.
6. Vacation Ordinance No. 9837 providing for the vacation of certain territory within the corporate limits of PEORIA, Illinois, passed by the City Council and recorded June 8, 1976, as Document No. 76-12061, and as shown by plat attached to said document, and all terms contained therein.
7. Easements, if any, for public utilities pipelines or facilities installed in any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same.
8. Any private right to use any portion of the vacated street or alley, lying within the land.
9. Rights or claims of parties or tenants in possession, leases, contracts and rental agreements, and of all parties claiming by through or under, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
10. Apparent easements for utilities and drainage serving the premises.
11. Rights of Way for drainage ditches, feeders, and laterals, underground drain tile or pipes, if any.
12. Rights of the public, State of Illinois, municipality and public or quasi-public utility companies in and to that part of the premises in question dedicated, taken or used for roads and highways.
13. Ordinance No. 16,970 providing for the Adoption of Tax Increment Financing for the South Village Redevelopment Project Area within the corporate limits of Peoria, Illinois, recorded June 7, 2013, as Document No. 2013014426, and all terms contained therein.

14. Ordinance No. 16,969 Designating the South Village Project Area within the corporate limits of Peoria, Illinois, recorded June 7, 2013, as Document No. 2013014427, and all terms contained therein.
15. Ordinance No. 16,968 Approving the South Village Redevelopment Plan and Project within the corporate limits of Peoria, Illinois, recorded June 7, 2013, as Document No. 2013014428, and all terms contained therein.
16. Ordinance Amendment #3 to the Peoria Urban Enterprise Zone Designating Ordinance recorded June 21, 2017, as Document No. 2017012178, and all terms contained therein.
17. Boundary Expansion of the Peoria Urban Enterprise Zone recorded October 19, 2017, as Document No. 2017021115, and all terms contained therein.
18. Ordinance No. 17,750 Amend the Designating Ordinance and Intergovernmental Agreement for the Peoria Urban Enterprise Zone recorded January 30, 2018, as Document No. 2018001672, and all terms contained therein.
19. Ordinance No. 1775 2018 Amendment to Peoria Urban Enterprise Zone recorded July 5, 2018, as Document No. 2018011495, and all terms contained therein.
20. Special Assessments, if any, constructive notice of which is not imparted by the records of the Recorder of Deeds.
21. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through, or under said holder, if any.
22. Covenants, conditions and restrictions of record.
23. Matters which would be disclosed by an accurate survey, title search or inspection of the Real Estate.