

Owner Adams Outdoor Advertising
Limited Partnership
Address 520 Abington St.
Peoria, IL 61603
Route Abington St./Madison Ave.
County Peoria
P.I.N. No. 18-03-226-006

TEMPORARY CONSTRUCTION EASEMENT
(Partnership)

Adams Outdoor Advertising Limited Partnership, a limited partnership organized and existing under and by virtue of the laws of the State of Minnesota and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Six Hundred and 00/100 Dollars (\$600.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the partners of said partnership, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Peoria, (Grantee), a temporary construction easement for the purpose of grading, shaping and other roadway purposes, on, over, and through the following described real estate:

A PART OF LOT 4 OF JOHN C. BIRKET'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP-8-NORTH, RANGE-8-EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMECING AT THE SOUTH MOST CORNER OF SAID LOT 4, THENCE NORTH 39 DEGREES 16 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, 121.65 FEET TO THE POINT OF BEGINNING FOR THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING; THENCE NORTH 39 DEGREES 16 MINUTES 55 SECONDS WEST, ALONG SAID SOUTHWESTERLY LINE, 80.00 FEET; THENCE NORTH 50 DEGREES 43 MINUTES 05 SECONDS EAST, 30.00 FEET; THENCE SOUTH 39 DEGREES 16 MINUTES 55 SECONDS EAST, PARALLEL WITH SAID SOUTHWESTERLY LINE, 80.00 FEET; THENCE SOUTH 50 DEGREES 43 MINUTES 05 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.055 ACRE, 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."

The right, easement and privilege granted herein shall terminate Three years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

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.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2022.

Adams Outdoor Advertising Limited Partnership, a Minnesota Limited partnership
Name of Partnership

By: _____
Signature of Partner

Rich Zecchino
Print Name

By: _____
Signature of Partner

Print Name

State of _____)
County of _____) ss
_____)

This instrument was acknowledged before me on _____, 2022, by
Rich Zecchino, and VP of Real Estate and General Counsel
of Adams Outdoor Advertising Limited Partnership.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after recording return to:

City of Peoria
ATTN: Public Works Dept.
3505 N. Dries Ln.
Peoria, IL 61604