



8 0 2 4 2 5 1
Tx:4014080

19-04029

**W. DAVID STONE
VERMILION COUNTY RECORDER**

**DANVILLE, IL
RECORDED ON**

07/15/2019 11:23 AM

REC FEE: 50.00

RHSP FEE:

NON-STANDARD FEE:

STATE TAX FEE:

COUNTY TAX FEE:

PAGES: 18

196931

Name & Address of Taxpayer:
Danville Area Community College
District 507
2000 E. Main Street
Danville, IL 61832

QUITCLAIM DEED

The Grantor, UNITED STATES OF AMERICA ACTING BY AND THROUGH THE SECRETARY OF VETERANS AFFAIRS, for and in consideration of \$10.00 and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, CONVEYS and QUITCLAIMS as is, where is, and with all faults and without any representation or warranty to DANVILE AREA COMMUNITY COLLEGE DISTRICT 507, of Danville, Illinois, the following-described real estate situated in Vermilion County, Illinois:

Part of the Northeast Quarter of Section 10 Township 19 North Range 11 West of the 2nd P.M., described as follows: Commencing at an iron rebar survey monument found at the Southwest corner of the Southeast Quarter of said Section 10; thence North 87 degrees 44 minutes 58 seconds East along the South line of the Southeast Quarter of said Section 10, a distance of 1,329.40 feet; thence North 02 degrees 15 minutes 02 seconds West along a line perpendicular to the South line of the Southeast Quarter of said Section 10, a distance of 2,852.45 feet to an iron rebar survey monument found at the Southwest corner of parcel II from a plat of survey by Mr. Ron Kreidler, Illinois Professional Land Surveyor 2289, dated March 25, 1982; thence North 01 degree 18 minutes 01 second West along the Westerly line of said Parcel II, a distance of 215.40 feet to an iron rebar survey monument found at the Northwest corner of said Parcel II for the point of beginning; thence North 01 degree 19 minutes 35 seconds West, a distance of 164.59 feet to an iron railroad spike found on the Westerly extension of the Southerly line of Parcel I from a plat survey by Mr. Ron Kreidler, Illinois Professional Land Surveyor 2289, dated March 25, 1982, thence North 88 degrees 43 minutes 06 seconds East along said Westerly extension of the Southerly line of said Parcel I, a distance of 154.63 feet to an iron pipe survey monument reset at the Southwest corner of said Parcel 1; thence South 01 degree 19 minutes 35 seconds East, a distance of 163.80 feet to an iron pipe survey monument set on the Easterly extension of the Northerly line of said Parcel II; thence South 02 degrees 00 minutes 48 seconds West, a distance of 84.67 feet to to an iron pipe survey monument set on the Easterly line of said Parcel II; thence North 10 degrees 18 minutes 44 seconds West along the Easterly line of said Parcel II, a distance of 65.34 feet to an iron rebar survey monument in

concrete found; thence North 45 degrees 54 minutes 03 seconds West along the Northeasterly line of said Parcel II, a distance of 27.84 feet to an iron rebar survey monument in concrete found; thence South 88 degrees 25 minutes 37 seconds West along the Northerly line of said Parcel II, a distance of 119.95 feet to the point of beginning, situated in Vermilion County, Illinois.

Address of Property: _____
PIN No. 23-10-603-001-0090

(hereinafter referred to as the "Property")

SUBJECT TO all existing easements, including but not limited to rights-of-way for highways, pipelines, and public utilities, if any, whether of public record.

TO HAVE AND TO HOLD the **Property** granted herein to the Grantee and its successors and assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the **Grantor**, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

The conveyance of this Deed is subject to the conditions provided in Public Law 114-129 (H.R. 3262), enacted on February 29, 2016. Pursuant to Public Law 114-129 (H.R. 3262), the Grantee agrees to accept this property in its condition at the time of conveyance.

NOW THEREFORE, by the acceptance of this Deed or any rights hereunder, the **Grantee**, for itself, its successors and assigns, agrees that the transfer of all the Property transferred by this Deed is accepted subject to the terms, restrictions, reservations, covenants, and conditions set forth in this Deed, which shall run with the land. Grantee acknowledges the access rights of the United States to satisfy its obligations pursuant to 42 United States Code 9620(h)(3).

The terms, covenants, conditions, restrictions, and reservations set forth in this Deed are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity. The terms, reservations, restrictions, covenants, and conditions contained in this Deed shall be inserted by the **Grantee** in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof to bind the transferee for the benefit of Grantor.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the **Grantee**, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the **Grantee** covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following conditions which conditions shall be binding upon and enforceable against the **Grantee**, its successors and assigns, in perpetuity, as follows:

NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS:

1. CERCLA COVENANTS

A. Notice of Hazardous Substance Activity. Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620(h)(3)(A)(i), and based upon a complete search of agency files, the Grantor hereby notifies the Grantee, that the complete search of agency files revealed no evidence of hazardous substances known to have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. 9620(h)(3)(A)(ii), Grantor warrants that all remedial action necessary to protect human health and the environment with respect to any such substance, identified in paragraph A, above, and remaining on the property has been taken before the date of transfer. Any additional remedial action found to be necessary after the date of such transfer shall be conducted by Grantor.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

C. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records

compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants. Any property, real or otherwise, which shall be altered, changed, damaged or destroyed in the course of any action taken by Grantor or on its behalf under the "Environmental Matters" provisions herein shall, unless agreed to in writing by the record title owner thereof, be returned to a similar condition to that which existed immediately prior to the subject alteration(s), change(s), damage(s), and/or destruction.

2. CONDITION OF PROPERTY

The Grantee hereto understands and agrees that it is receiving the Property "as is," "where is" and "with all faults" and without any representation or warranty on the part of the Grantor except as otherwise specified herein. Grantee is solely responsible for obtaining all necessary development approvals from applicable entities. Grantor does not represent that any approval has been given for development on the site or parcel. Grantee represents and warrants to Grantor it is relying solely upon its own investigations and inspections made prior to or during the Due Diligence Period. Grantee hereby waives and releases Grantor from any present or future claims arising from or relating to the presence or alleged presence of Hazardous Materials in, on, under or about the Property including, without limitation, any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar federal, state or local statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, or (iii) this Agreement. The provisions of this paragraph 3 will survive closing and delivery of the Deed. All references in this paragraph 3 to "Grantee" or "Grantor" will be deemed to include Grantee's and Grantor's Affiliates, representatives, agents and employees.

3. HISTORIC COVENANT

See Appendix A, Historic Preservation Covenant.

The property described herein and conveyed hereby is not homestead property pursuant to the laws of the State of Illinois.

Exempt under provisions of Par. <u>6</u>
Sec. 31-45, Property Tax Code
Dated <u>7/14/19</u> By <u>[Signature]</u>
(Buyer, Seller or Representative)

UNITED STATES OF AMERICA BY AND THROUGH THE SECRETARY OF VETERANS AFFAIRS

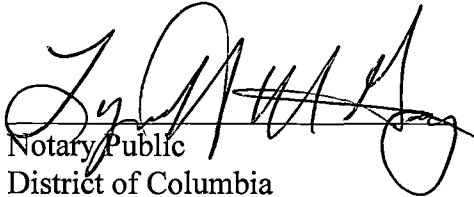
By: [Signature] 6/18/19

Scott MacRae
Acting Associate Executive Director
Office of Real Property
Construction & Facilities Management

CITY OF WASHINGTON
DISTRICT OF COLUMBIA

ON THIS 13TH day of JUNE, 2019, before me a Notary Public in and for said District of Columbia, personally appeared to me Scott MacRae, well known and known by me to be the Acting Associate Executive Director, Office of Real Property, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.




Notary Public
District of Columbia

My Commission Expires: 2/28/2021

Prepared by:
Jerry A. Davis
Davis and Delanois, P.C.
28 W. North Street, Suite 200
P.O. Box 344
Danville, IL 61834-0344
Telephone: (217) 446-5255

APPENDIX A

[space above reserved for recording information]

This instrument was prepared by:

Illinois State Historic Preservation Office
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702

Please return this instrument to:

Carlton Boone
Realty Specialist | Project Manager
Office of Real Property (003C1E)
Construction & Facilities Management (CFM)
U.S. Department of Veterans Affairs

HISTORIC PRESERVATION COVENANT

This Historic Preservation Covenant (Covenant) is made this 11TH day of FEBRUARY, 2019, by and between the U.S. Department of Veterans Affairs (Covenant Grantor) and the Illinois Department of Natural Resources (Covenant Grantee) pursuant to the National Historic Preservation Act (54 USC §306108 and 36 CFR Part 800) and the Real Property Conservation Rights Act (765 ILCS 120/ *et seq*) for the purpose of encumbering the Property subject to this Covenant, as described in Paragraph 1, to the Historic Preservation Restrictions and Requirements and other terms set forth herein. The purpose of this Covenant and the Historic Preservation Restrictions and Requirements set forth herein are to secure the long-term preservation of the historic resources associated with the Property.

1. **Property.** The real property subject to this Covenant is the real estate legally described in Appendix B situated in the City of Danville, Vermilion County, Illinois 61832. This property and any improvements thereon as of the effective date of this Covenant are hereinafter referred to as the “Property.”
2. **Historic Property Designation.** The Property is a Historic Property as defined in the National Historic Preservation Act and the regulations promulgated thereunder (Act), and is subject to legal restrictions on the use of the property pursuant to the Act. The Covenant

Covenant for Building 48
Danville Branch National Home for Disabled Volunteer Soldiers
SHPO log #032031516

APPENDIX A

Grantor desires to transfer the Property to an entity that would not otherwise be subject to such legal restrictions on use. The Covenant Grantee, acting through the Illinois State Historic Preservation Office (SHPO), has determined that such a transfer would be an “undertaking” that would have an “adverse effect” on the Property, as defined in the Act. To address this adverse effect, Covenant Grantor and Covenant Grantee have agreed that entering into this Covenant will mitigate the adverse effect of the proposed transfer by maintaining many of the restrictions on use of the Property.

3. **Grant of Covenant. Covenant Runs With The Land.** In consideration for the benefits set forth above, the Covenant Grantor grants this Covenant pursuant to all the terms herein to the Covenant Grantee for the Property. This Covenant is binding on the Covenant Grantor and any Subsequent Owners that acquire any interest in the Property after the Covenant Grantor (Subsequent Owners), their heirs, successors, and assigns in perpetuity and shall be deemed to run with the land. All restrictions, stipulations, and covenants contained herein shall be inserted by the Covenant Grantor or Subsequent Owners verbatim or by the express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any part thereof. Execution of this Covenant shall constitute conclusive evidence that the Covenant Grantor or Subsequent Owners agree to be bound by the terms set forth herein.
4. **Historic Preservation Restrictions and Requirements.** The following restrictions and requirements apply to the use of the Property in perpetuity from and after the initial transfer by Covenant Grantor to Subsequent Owners:
 - a. No construction, alteration or demolition affecting the Property of any kind shall commence until the Subsequent Owners have received written certification from Covenant Grantee that: (1) all work is anticipated to be in substantial conformance with the Secretary of the Interior’s Standards for Rehabilitation (36 CFR 67) (Standards) or (2) the changes are determined to be clearly of a minor nature and not affecting architectural, archaeological or historic values of the Property. The certifications required by this paragraph are in the sole discretion of the Covenant Grantee.
 - b. The Property shall be kept and maintained in reasonably good order, condition and repair, in conformance with the Standards.
 - c. Before plans for any proposed construction, alteration or demolition affecting the Property are finalized, the Subsequent Owners will provide notice and such information to the Covenant Grantee as will reasonably inform the Covenant Grantee as to the work proposed to be performed, the scope of the work, details of the treatment and materials and application, along with any other documentation requested by the Covenant Grantee and reasonably needed to define the nature and character of the work to be performed, and the anticipated period of time in which the work is estimated to be completed.
 - d. Should the Property become damaged or destroyed, whether caused by the Subsequent Owner or through a cause beyond the Subsequent Owner’s control, the Subsequent Owner will notify the Covenant Grantee in writing of such damage or destruction as soon

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practicable, but in all cases within 30 days of the damage or destruction to the Property. The notice will at a minimum include the following information:

- i. photographs of the nature and extent of the damage; and
- ii. an estimate of the restoration/reconstruction work necessary to return the Property to the condition existing prior to said damage or destruction, along with any plans and specifications prepared for the work required; and
- iii. a description of any emergency work already completed.

If, after review of the notice and any investigation deemed appropriate, the Covenant Grantee determines that it is reasonable to restore/reconstruct the Property and that such restoration/reconstruction would serve the purpose and intent of this Covenant, the Covenant Grantee will notify the Subsequent Owners of this determination, and the Subsequent Owners shall restore/reconstruct the Property according to Paragraphs 4(b) and 4(c) of this Covenant.

If, after review of the notice and any investigation deemed appropriate, the Covenant Grantee determines that it is not reasonable to restore/reconstruct the Property or that such restoration/reconstruction would not serve the purpose and intent of this Covenant, the Covenant Grantee will notify the Subsequent Owners of this determination, and the Covenant Grantee will terminate this Covenant, Subsequent Owners may elect either to restore/reconstruct the Property according to Paragraphs 4(b) and 4(c) or to request that the Covenant Grantee terminate this Covenant.

5. **Covenant Grantee Access to Property.** The Subsequent Owners consent to officers, employees, contractors, and authorized representatives of Covenant Grantee entering and having continued access at reasonable times to the Property for the following purposes:
- a. Verifying any data or information submitted to the Covenant Grantee; and
 - b. Verifying that no action is being taken on the Property in violation of the terms of this Covenant or of any federal or state laws or regulations;

Nothing in this Covenant shall limit or otherwise affect the Covenant Grantee's rights of entry and access to the Property pursuant to this Paragraph.

6. **Covenant Grantee Assignment.** The Covenant Grantor and Subsequent Owners consent to the Covenant Grantee, at its sole discretion and without prior notice to the Covenant Grantor and Subsequent Owners, conveying and assigning all or part of its rights and responsibilities contained herein to a third party.
7. **Covenant Grantor and Subsequent Owners' Reserved Rights.** The Covenant Grantor and Subsequent Owners hereby reserve unto themselves, their successors and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the

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Property that are not incompatible with the restrictions and requirements identified herein. No right of access or use by the public to any portion of the Property is conveyed by this Covenant.

- 8. Discretion to Amend, Modify or Terminate.** The Covenant Grantee may for good cause amend, modify, or terminate any or all of the terms, restrictions and requirements of this Covenant upon application by and notice to the Covenant Grantor or Subsequent Owners, their heirs, successors or assigns, if, in the sole discretion of the Covenant Grantee, the preservation purpose of this Covenant is no longer applicable in whole or in part.
- 9. Covenant, Amendments and Termination: Recording and Notice.**
- a. Covenant.** This Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the Property that is the subject of the Covenant is located. Within 30 days after Covenant Grantee signs and delivers to the Covenant Grantor this Covenant, the Covenant Grantor shall record this Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located. Within 30 days after recording the Covenant, the Covenant Grantor shall transmit a copy of the Covenant in recorded form to:
- i. Covenant Grantee; and
 - ii. each person holding a recorded interest in the Property, including those interests in Appendix C; and
 - iii. each person or entity in possession of the Property.
- b. Amendment or Termination.** Within 30 days after Covenant Grantee signs and delivers to the Covenant Grantor or Subsequent Owner any termination, amendment or modification of this Covenant, the Covenant Grantor or Subsequent Owner shall record the amendment, modification, or termination of this Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located. Within 30 days after recording the termination, amendment or modification, the Covenant Grantor or Subsequent Owner shall transmit a copy of the termination, amendment or modification in recorded form to:
- i. Covenant Grantee; and
 - ii. each person holding a recorded interest in the Property, including those interests in Appendix C; and
 - iii. each person or entity in possession of the Property.

10. Future Conveyances: Covenant Notice and Reservation.

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- a. Should the Property be conveyed or transferred at any time after the effective date of this Covenant, Covenant Grantor and Subsequent Owners agree to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, licenses, covenants and mortgages, a notice and reservation that is in substantially the following form applicable to the specific transaction:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO, AND [BUYER / LESSEE / LICENSEE / MORTGAGEE] SPECIFICALLY RATIFIES, THE HISTORICAL PRESERVATION COVENANT RECORDED IN THE OFFICIAL PROPERTY RECORDS OF COOK COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES, AS THE HISTORICAL PRESERVATION COVENANT GRANTEE, OR ITS ASSIGN.

- b. The Covenant Grantor and Subsequent Owners agree to provide written notice to Covenant Grantee within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new Subsequent Owner, and the portion of the Property conveyed to that Subsequent Owner.

11. Enforcement and Compliance.

- a. The Covenant Grantee may enforce the terms of this Covenant through any and all remedies at law or equity, including but not limited to civil action for injunction or equitable relief. Such an action may be brought by the Covenant Grantee or its designated agent, including but not limited to the Illinois Attorney General.
- b. Former Subsequent Owners remain subject to enforcement with respect to any violation of this Covenant that occurred during the time when the Subsequent Owner was bound by this Covenant regardless of whether the Subsequent Owner has subsequently conveyed the Property to another person.
- c. Failure of the Covenant Grantee to exercise any enforcement right or remedy granted under this Covenant shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

12. Survivability of Covenant. This Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine.

13. Covenant Grantor's Representations and Warranties. The Covenant Grantor hereby represents and warrants to the Covenant Grantee that, at the time of execution of this

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Covenant: (1) The Covenant Grantor is lawfully seized in fee simple of the Property and (2) The Covenant Grantor has a good and lawful right and power to grant this Covenant.

- 14. Notice to Parties.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing. This Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Covenant Grantee and the Covenant Grantor or Subsequent Owners of the Property. If the Covenant Grantor or Subsequent Owners no longer owns the Property at the time of proposed amendment or termination, the Covenant Grantor and all non-current Subsequent Owners waive the right to consent to an amendment or termination of this Covenant. Notice to the initial parties of this Covenant shall be made via mail to:

Covenant Grantor:

Department of Veterans Affairs
Illiana Health Care System
Danville, IL 61832

Covenant Grantee:

Illinois Department of Natural Resources
1 Natural Resources Way
Springfield, IL 62702-1271

15. General Provisions:

- a. **Controlling law.** This Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.
- b. **Liberal construction.** Any general rule of construction to the contrary notwithstanding, this Covenant shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to affect the purpose of this instrument. If any provision of this Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Covenant Grantor's title in any respect.
- d. **Joint Obligation:** If there are two or more parties identified as Covenant Grantor or Subsequent Owners herein, the obligations imposed by this instrument upon them shall be joint and several.
- e. **Captions.** The captions in this Covenant have been inserted solely for convenience of reference and are not a part of this Covenant and shall have no effect upon construction or interpretation.

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f. Severability. All terms, restrictions and requirements in this Covenant shall be severable, and should any terms, restrictions or requirements in this Covenant be declared invalid or unenforceable, the remaining terms, restrictions and requirements shall not terminate.

g. Signatures on separate pages.

16. Effective Date: This Covenant is effective on the date signed by the Covenant Grantee.

17. List of Appendices:

Appendix B – Legal Description, Map of the Property, and Plat of Survey (if applicable)

Appendix C – List of Recorded Encumbrances (if applicable)

[Signature Pages to follow]

APPENDIX A

FOR THE COVENANT GRANTEE:

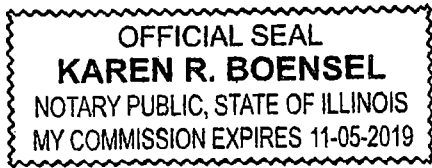
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

By: Wayne A. Rosenthal (signature)
Wayne A. Rosenthal
Director and Illinois State Historic Preservation Officer
Illinois Department of Natural Resources

State of Illinois)
) SS.
County of Sangamon)

On February 11, 2019, this instrument was acknowledged before me by Wayne A. Rosenthal, Director of the Illinois Department of Natural Resources, a state agency, on behalf of the State of Illinois.

Karen R. Boensel (signature)
Notary Public
My Commissioner Expires Nov 5, 2019



APPROVED FOR EXECUTION

Date: 2/17/19

Legal Counsel: [Signature]

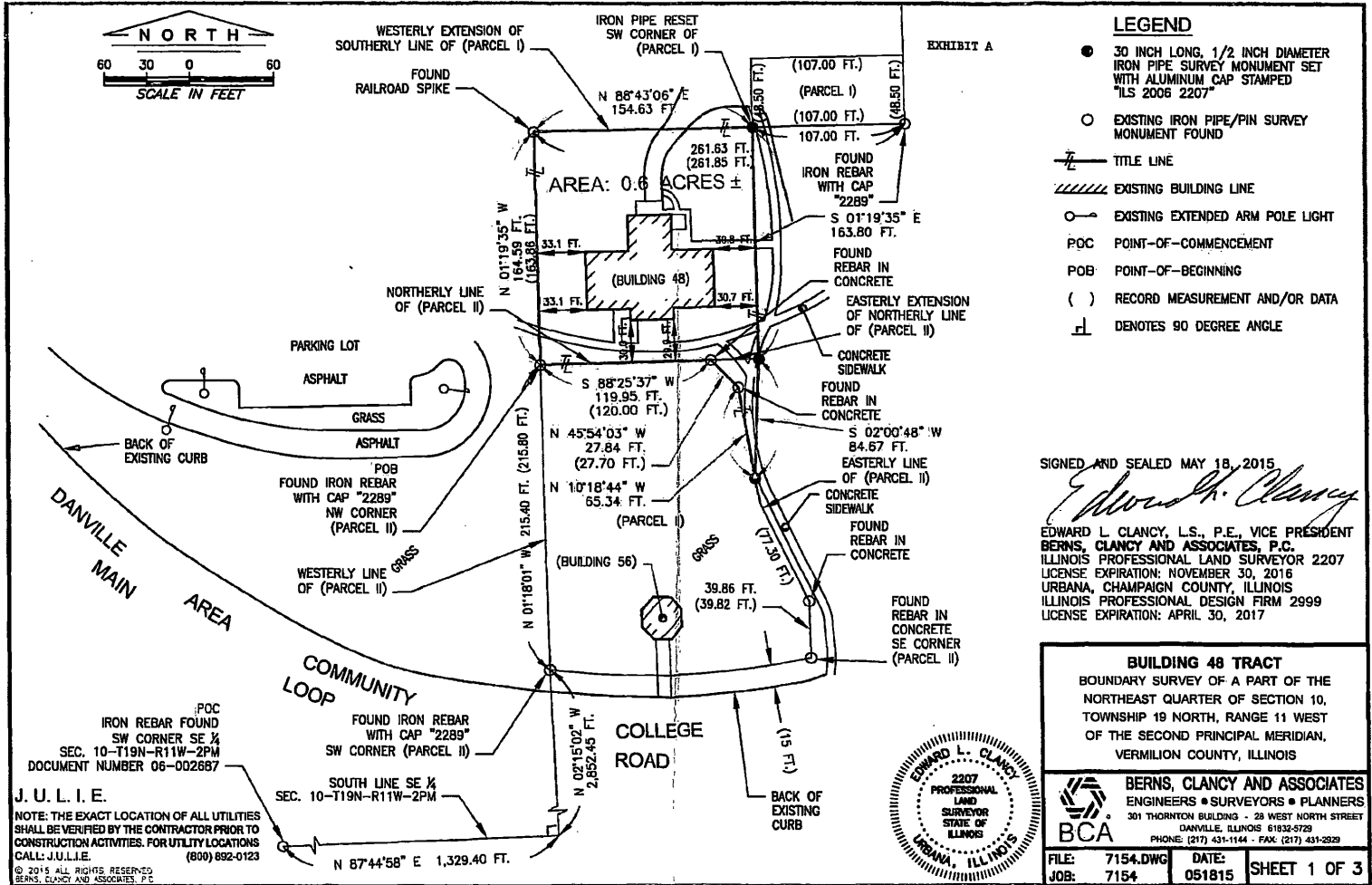
APPENDIX B

LEGAL DESCRIPTION, MAP OF SUBJECT PROPERTY, AND PLAT OF SURVEY (IF APPLICABLE)

Part of the Northeast Quarter of Section 10 Township 19 North Range 11 West of the 2nd P.M., described as follows: Commencing at an iron rebar survey monument found at the Southwest corner of the Southeast Quarter of said Section 10; thence North 87 degrees 44 minutes 58 seconds East along the South line of the Southeast Quarter of said Section 10, a distance of 1,329.40 feet; thence North 02 degrees 15 minutes 02 seconds West along a line perpendicular to the South line of the Southeast Quarter of said Section 10, a distance of 2,852.45 feet to an iron rebar survey monument found at the Southwest corner of parcel II from a plat of survey by Mr. Ron Kreidler, Illinois Professional Land Surveyor 2289, dated March 25, 1982; thence North 01 degree 18 minutes 01 second West along the Westerly line of said Parcel II, a distance of 215.40 feet to an iron rebar survey monument found at the Northwest corner of said Parcel II for the point of beginning; thence North 01 degree 19 minutes 35 seconds West, a distance of 164.59 feet to an iron railroad spike found on the Westerly extension of the Southerly line of Parcel I from a plat survey by Mr. Ron Kreidler, Illinois Professional Land Surveyor 2289, dated March 25, 1982, thence North 88 degrees 43 minutes 06 seconds East along said Westerly extension of the Southerly line of said Parcel I, a distance of 154.63 feet to an iron pipe survey monument reset at the Southwest corner of said Parcel 1; thence South 01 degree 19 minutes 35 seconds East, a distance of 163.80 feet to an iron pipe survey monument set on the Easterly extension of the Northerly line of said Parcel II; thence South 02 degrees 00 minutes 48 seconds West, a distance of 84.67 feet to an iron pipe survey monument set on the Easterly line of said Parcel II; thence North 10 degrees 18 minutes 44 seconds West along the Easterly line of said Parcel II, a distance of 65.34 feet to an iron rebar survey monument in concrete found; thence North 45 degrees 54 minutes 03 seconds West along the Northeasterly line of said Parcel II, a distance of 27.84 feet to an iron rebar survey monument in concrete found; thence South 88 degrees 25 minutes 37 seconds West along the Northerly line of said Parcel II, a distance of 119.95 feet to the point of beginning, situated in Vermilion County, Illinois.

Common Address of Property: _____

PIN No. 23-10-603-001-0090



SURVEYOR'S REPORT

I, EDWARD L. CLANCY, ILLINOIS PROFESSIONAL LAND SURVEYOR 2207 AND VICE PRESIDENT OF BERNS, CLANCY AND ASSOCIATES, P.C. DO HEREBY STATE THAT AT THE REQUEST OF AND FOR THE EXCLUSIVE BENEFIT OF MR. PAUL BOLAND OF HENNEMAN ENGINEERING, INC., I PREPARED A BOUNDARY SURVEY ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN VERMILION COUNTY, ILLINOIS OF A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, VERMILION COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARENT TRACT:

THE 40.325 ACRE TRACT ACQUIRED BY THE DANVILLE JUNIOR COLLEGE, DISTRICT NUMBER 507 FROM THE GENERAL SERVICES ADMINISTRATION OF THE FEDERAL GOVERNMENT, SAID TRACT BEING A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN.

BEING MORE PARTICULARLY DESCRIBED BY THE PRESENT SURVEY AS FOLLOWS:

BUILDING 48 TRACT:

COMMENCING AT AN IRON REBAR SURVEY MONUMENT FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, VERMILION COUNTY, ILLINOIS; THENCE NORTH 87 DEGREES 44 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 1,329.40 FEET; THENCE NORTH 02 DEGREES 15 MINUTES 02 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2,852.46 FEET TO AN IRON REBAR SURVEY MONUMENT FOUND AT THE SOUTHWEST CORNER OF PARCEL II FROM A PLAT OF SURVEY BY MR. RON KREIDLER, ILLINOIS PROFESSIONAL LAND SURVEYOR 2289, DATED MARCH 25, 1982; THENCE NORTH 01 DEGREE 18 MINUTES 01 SECOND WEST ALONG THE WESTERLY LINE OF SAID PARCEL II, A DISTANCE OF 215.40 FEET TO AN IRON REBAR SURVEY MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID PARCEL II FOR THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 19 MINUTES 35 SECONDS WEST, A DISTANCE OF 184.59 FEET TO AN IRON RAILROAD SPIKE FOUND ON THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF PARCEL I FROM A PLAT OF SURVEY BY MR. RON KREIDLER, ILLINOIS PROFESSIONAL LAND SURVEYOR 2289, DATED MARCH 25, 1982; THENCE NORTH 88 DEGREES 43 MINUTES 08 SECONDS EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID PARCEL I, A DISTANCE OF 154.83 FEET TO AN IRON PIPE SURVEY MONUMENT RESET AT THE SOUTHWEST CORNER OF SAID PARCEL I; THENCE SOUTH 01 DEGREE 19 MINUTES 35 SECONDS EAST, A DISTANCE OF 163.80 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID PARCEL I; THENCE SOUTH 02 DEGREES 00 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.67 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE EASTERLY LINE OF SAID PARCEL II; THENCE NORTH 10 DEGREES 18 MINUTES 44 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL II, A DISTANCE OF 65.34 FEET TO AN IRON REBAR SURVEY MONUMENT IN CONCRETE FOUND; THENCE NORTH 45 DEGREES 54 MINUTES 03 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL II, A DISTANCE OF 27.84 FEET TO AN IRON REBAR SURVEY MONUMENT IN CONCRETE FOUND; THENCE SOUTH 88 DEGREES 25 MINUTES 37 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL II, A DISTANCE OF 119.95 FEET TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRES, MORE OR LESS, ALL SITUATED IN VERMILION COUNTY, ILLINOIS, ALL AS SHOWN ON THE ACCOMPANYING PLAT OF SURVEY.

I FURTHER STATE THAT BASED UPON MY REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL 290 OF 525, COMMUNITY PANEL NUMBER 17183C 0290 D WITH AN EFFECTIVE DATE OF MAY 16, 2012; THE PROPERTY SURVEYED IS REPORTEDLY LOCATED WITHIN ZONE D (AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE).

I FURTHER STATE THAT NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR TO DETERMINE THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.

I FURTHER STATE THAT NO INDEPENDENT INVESTIGATION CONCERNING ZONING OR LAND USE, OR INDEPENDENT SEARCH OF THE RECORDS FOR EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, OWNERSHIP, TITLE EVIDENCE OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE FOR SUBJECT PROPERTY OR FOR ADJOINING PARCELS WAS MADE AS A PART OF THIS SURVEY. THE SURVEYOR HAS RELIED UPON THE MATERIALS AND REPRESENTATIONS SUPPLIED TO ME BY CLIENT.

I FURTHER STATE THAT NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY MUNICIPAL OR PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.

I FURTHER STATE THAT I FOUND AND/OR SET THE SURVEY MONUMENTS AS SHOWN ON THE ACCOMPANYING PLAT OF SURVEY AND THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT OF SURVEY.

I FURTHER STATE THAT THE ACCOMPANYING PLAT OF SURVEY IS A SCALED REPRESENTATION OF THE PHYSICAL SITUATION WHICH I FOUND IN THE FIELD AND SHOWS THE LOCATION OF VARIOUS ABOVE-GROUND FACILITIES WHICH I FOUND IN THE FIELD AT THE TIME OF MY FIELD SURVEY OF THESE PREMISES FROM APRIL 15, 2015 TO MAY 4, 2015.

I FURTHER STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.


SIGNED AND SEALED MAY 18, 2015

Edward L. Clancy
 EDWARD L. CLANCY, L.S., P.E., VICE PRESIDENT
 BERNS, CLANCY AND ASSOCIATES, P.C.
 ILLINOIS PROFESSIONAL LAND SURVEYOR 2207
 LICENSE EXPIRATION: NOVEMBER 30, 2016
 URBANA, CHAMPAIGN COUNTY, ILLINOIS
 ILLINOIS PROFESSIONAL DESIGN FIRM 2999
 LICENSE EXPIRATION: APRIL 30, 2017

J. U. L. I. E.

NOTE: THE EXACT LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION ACTIVITIES. FOR UTILITY LOCATIONS CALL: J.U.L.I.E. (800) 892-0123

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 BERNS, CLANCY AND ASSOCIATES, P.C.

BUILDING 48 TRACT		
BOUNDARY SURVEY OF A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, VERMILION COUNTY, ILLINOIS		
 BERNS, CLANCY AND ASSOCIATES ENGINEERS • SURVEYORS • PLANNERS 301 THORNTON BUILDING • 28 WEST NORTH STREET DANVILLE, ILLINOIS 61832-5729 PHONE: (217) 431-1144 • FAX: (217) 431-2022		
FILE: 7154.DWG	DATE: 051815	SHEET 2 OF 3
JOB: 7154		

GENERAL NOTES

ALL MEASUREMENTS ARE IN FEET AND DECIMAL PARTS THEREOF, UNLESS NOTED OTHERWISE.

SEE CITY OF DANVILLE/VERMILION COUNTY ORDINANCES AND REGULATIONS FOR ZONING, SETBACK AND BUILDING STANDARD REQUIREMENTS (NO CITY OR COUNTY ZONING FOR THIS SITE OR ANY VETERANS ADMINISTRATION ILLIANA HEALTH CARE SYSTEM FACILITIES PER CITY OF DANVILLE).

ALL SURFACE, SUBSURFACE, BUILDING IMPROVEMENTS AND UTILITY SERVICE LINES ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.

COORDINATES AND BEARINGS SHOWN ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (1997).

SEE MONUMENT RECORDS ON FILE WITH THE COUNTY RECORDER'S OFFICE FOR DETAILS OF SECTION CORNERS USED IN THIS SURVEY.

KNOWN RECENT PRIOR SURVEYS

ALTA/ACSM LAND TITLE SURVEY AND TOPOGRAPHIC-SITE SURVEY OF ENHANCED-USE LEASE DEVELOPMENT PROJECT SITE, VETERANS ADMINISTRATION ILLIANA HEALTH CARE SYSTEM, DANVILLE, VERMILION COUNTY, ILLINOIS BY EDWARD L. CLANCY, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2207, DATED OCTOBER 3, 2013.


PLAT OF SURVEY IN A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN BY RONALD R. KREIDLER, ILLINOIS PROFESSIONAL LAND SURVEYOR 2289, DATED MARCH 25, 1982.

PLAT OF SURVEY IN A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN BY FREDERICK L. KREIDLER, ILLINOIS PROFESSIONAL LAND SURVEYOR 1493, DATED JANUARY 12, 1970.

J. U. L. I. E.

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<small>301 THORNTON BUILDING - 28 WEST NORTH STREET DANVILLE, ILLINOIS 61832-9729 PHONE: (217) 431-1144 - FAX: (217) 431-2829</small>			
FILE:	7154.DWG	DATE:	051815
JOB:	7154		SHEET 3 OF 3