

V- 683  
V- ILL- 430D

QUITCLAIM DEED

THIS INDENTURE, made this 17th day of July, 1974, between the UNITED STATES OF AMERICA, Grantor, acting by and through the Secretary of Health, Education, and Welfare, by the Regional Director for Region V of the Department of Health, Education, and Welfare, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949, as amended (63 Stat. 377) (hereinafter called the Act), and the Civil Rights Act of 1964, and the regulations promulgated thereunder, and the Board of Junior College District No. 507, Counties of Vermilion and Edgar, State of Illinois, Grantee.

WITNESSETH

WHEREAS, by letter dated March 26, 1974 from the Regional Office of General Services Administration, certain surplus property consisting of a tract of land containing 5.7 acres more or less, situated in Vermilion County, Illinois, together with the buildings and other improvements situated thereon, hereafter described, (hereinafter called the property), was assigned to the Department of Health, Education, and Welfare for disposal upon the recommendation of the Department of Health, Education, and Welfare that the property is needed for educational purposes in accordance with the provisions of the Act; and

WHEREAS, said Board of Junior College District No. 507, Counties of Vermilion and Edgar, State of Illinois, (hereinafter called the Grantee) has made a firm offer to purchase the said property under the provisions of the Act and has made application for 100 percent public benefit allowance; and proposes to use said property for educational purposes; and

WHEREAS, the General Services Administration has notified the Department of Health, Education, and Welfare that no objection will be interposed to the transfer of the said property to the Grantee, and

WHEREAS, the Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, conditions, and restrictions hereinafter contained and other good and valuable con-

sideration, receipt of which is hereby acknowledged, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim to the said Grantee, its successors and assigns forever, all right, title, interest, claim and demand which the said Grantor has in and to the following described property and all improvements thereon, reserving and excepting such rights to the Grantor as may be contained in the conditions subsequent hereinafter expressed, situate, lying, and being in Vermilion County, Illinois, to wit:

Situated, lying, and being in Vermilion County, Illinois and commencing at a point of beginning, being the Southwest corner of the 0.974 acre tract acquired by the Danville Junior College District No. 507 from the United States of America, Grantor, acting by and through the Secretary of Health, Education, and Welfare, by the Regional Director for Region V of the Department of Health, Education, and Welfare, said tract being a part of the Northeast Quarter of Section 10, Township 19 North, Range 11 West of the Second Principal Meridian, said point of beginning being 15.00 feet East of the back of the East side concrete curb of the Main Drive of the Veterans Administration Hospital; thence East along the south property line of the above said tract extended Eastwardly for a distance of 501.50 feet to a point in the west line of a 3.073 acre tract acquired by the Danville Junior College District No. 507 from the United States of America, Grantor, acting by and through the Secretary of Health, Education, and Welfare, by the Regional Director for Region V of the Department of Health, Education, and Welfare; thence South along the west line of the last described tract extended Southwardly for a distance of 348.23 feet to a point; thence Eastwardly on a line at right angle to the last described line for a distance of 120.00 feet to a point; thence in a Southeastwardly direction along a line making an angle of 45° with the last described line extended Eastwardly for a distance of (approximately 35 feet - to be verified and corrected by a Certificate of Survey executed by a registered Land Surveyor of the State of Illinois) to a point, said point being 5.00 feet West of the West edge of an existing 5.00 foot width concrete walk measured along the center line of curvature of said walk; thence Southwardly along a line 5.00 foot distant from and parallel to the West edge of the said 5.00 foot walk for a distance of (approximately 153.00 feet - to be verified by a Certificate of Survey) to a point, said point being 15.00 feet West of the back edge of an existing concrete driveway curb measured along the center line of curvature of said curb; thence in a due South direction for a distance of (approximately 48.00 feet - to be verified by a Certificate of Survey) to a point, said point being 15.00 feet North of the back edge of the North side concrete curb of the Main Drive of the Veterans Administration Hospital measured along the center line of curvature of said curb; thence in a Northwestwardly direction along a line 15.00 feet distant from and parallel to the back of the said concrete curb of the said Main Drive of the Veterans Administration Hospital to the place of beginning; containing 5.7+ Acres.

Together with the buildings and other improvements upon the

above described land or any part thereof, including but not limited to, all such improvements listed or described in Schedule "A", which is attached hereto and made a part of this deed as if incorporated herein.

And also subject to existing easements for all public utilities not shown of record; and subject further to all easements, rights-of-way and encumbrances of record, and subject to any facts an accurate survey may disclose.

And further subject to the restriction that the property will not be used for any purpose which will interfere with the care and treatment of patients in the adjoining Veterans Administration Hospital, Danville, Illinois, or for any purpose which will be detrimental to the operation of said hospital, so long as that facility is operated as a Government hospital.

TO HAVE AND TO HOLD the foregoing described property provided, however, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors or assigns, and each of them, as follows:

1. That for a period of thirty (30) years from the date of this Deed the above described property herein conveyed shall be utilized continuously for educational purposes in accordance with the proposed program and plan as set forth in the application of the Grantee dated October 26, 1973 as amended October 31, 1973 and the resolution of its Board adopted October 24, 1973 and for no other purpose.
2. That during the aforesaid period of thirty (30) years, the Grantee will resell, lease, mortgage, or encumber, or otherwise dispose of the above described property or any part thereof or interest therein only insofar as the Department of Health, Education, and Welfare, or its successor in function in accordance with its existing regulations, may give its prior consent in writing.
3. That one year from the date of this deed and annually thereafter for the aforesaid period of thirty (30)

years, unless the Department of Health, Education, and Welfare, or its successor in function otherwise directs, the Grantee will file with the Department of Health, Education, and Welfare, or its successor in function reports on the operation and maintenance of the above described property and will furnish, as requested, such other pertinent data evidencing continuous use of the granted property for the purpose specified in the above identified application.

4. That for the period during which the above described property is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

In the event of a breach of any of the conditions set forth above, whether caused by the legal or other inability of said Grantee, its successors or assigns,

to perform any of the obligations herein set forth, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right of entry thereon; and upon such breach the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Department of Health, Education, and Welfare, or its successor in function to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the Grantee's obligations with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of conditions subsequent numbered 1, 2, and 3 herein within thirty-one (31) years from the date of this conveyance, conditions numbered 1, 2, and 3 herein together with all rights of the UNITED STATES OF AMERICA to re-enter as in this paragraph provided, with respect to conditions numbered 1, 2, and 3 herein, shall, as of that date, terminate and be extinguished; PROVIDED FURTHER, that the expirations of conditions 1, 2, and 3, and the rights to re-enter shall not affect the obligation of the Grantee, its successors and assigns with respect to condition numbered 4 herein or the right reserved to the UNITED STATES OF AMERICA to re-enter for breach of said condition.

The Grantee, by the acceptance of this deed covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein conveyed or any part thereof -- which covenant shall attach to and run with the land for so long as the property herein conveyed is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the

fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the Grantor and its successors against the Grantee, its successors and assigns, and every successor in interest to the property, or any part thereof -- that they will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

The Grantee by the acceptance of this Deed, further covenants and agrees, for itself, its successors and assigns, that in the event the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of, or is used for purposes other than those set forth in the above identified program and plan without the consent of the Department of Health, Education, and Welfare, all revenues or the reasonable value, as determined by the Department of Health, Education, and Welfare, of benefits to the Grantee deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use (or the reasonable value as determined by the Department of Health, Education, and Welfare of any other unauthorized use) shall be considered to have been received and held in trust by the Grantee for the Grantor and shall be subject to the direction and control of the Department of Health, Education, and Welfare.

The GRANTEE by the acceptance of this Deed, further covenants and agrees, for itself, its successors and assigns, that if the GRANTEE, its successors and assigns, shall cause any of said improvements to be insured against loss, damage or destruction and any such loss, damage or destruction shall occur

during the period Grantee holds title to said property subject to said conditions 1, 2, and 3, said insurance and all moneys payable to the GRANTEE, its successors or assigns, thereunder shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by the GRANTEE for the purpose of repairing such improvements and restoring the same to their former condition and use or for the purpose of replacing said improvement with equivalent or more suitable improvements or, if not so used, shall be paid over to the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance of the building, structures or improvements lost, damaged, or destroyed.

The Grantee, by the acceptance of this Deed, further covenants and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the transferee, such use may be either exclusive or non-exclusive and shall not impose any obligation upon the Grantor to pay rent or any other fees or charges during the period of emergency, except that the Grantor shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have nonexclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the Grantee without the aid of the Grantor, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted. Subsequent to the expiration or termination of the period of restricted use, the obligations of the Grantor shall be as set forth in the preceding sentence, and in addition, the Grantor shall be obligated to pay a fair

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rental for all or any portion of the property which it uses.

In the event title to the above described premises is reverted to the UNITED STATES OF AMERICA for non-compliance or voluntarily reconveyed in lieu of reverter, the Grantee, at the option of the Department of Health, Education, and Welfare or its successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the Grantee to adapt the property to the educational use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition, thereto, be reimbursed for such damages, including such costs as may be incurred in recovering title to or possession of the above described property, as it may sustain as a result of the non-compliance.

The Grantee, by the acceptance of this deed, further covenants and agrees for itself, and its successors and assigns that in the event the Grantor exercises its option to revert all right, title and interest in the property to the Grantor, then the Grantee shall provide protection and maintenance of said property at all times until such time as the title is actually reverted to Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum conform to the standards prescribed by General Services Administration in its regulations FPMR 101-47.4913 (41 CFR Part 101) in effect as of the date of this deed, a copy of which is attached to the Grantee's application dated October 26, 1973 as amended October 31, 1973, previously incorporated herein.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, and 3 herein by:

- a. Obtaining the consent of the Department of Health, Education, and Welfare, or its successor in function; and
- b. Payment to the UNITED STATES OF AMERICA in accordance with the following conditions:
  - (1) If abrogation is requested by the



Grantee for the purpose of making the property or a portion thereof available to serve the needs or purposes of a third party, payment shall be based upon the current market value, as of the date of any requested abrogation, of the property to be released from the conditions and restrictions, less amortized credit at the rate of 3-1/3% of the original sale price for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above identified application.

- (ii) If abrogation is requested by the Grantee for the purpose of making the property available as securing for financing of new construction, for acquiring substitute or better facilities, or for relocating elsewhere, or for any other purpose of further advancing or promoting the program specified in the above identified application, payment shall be based upon the public benefit allowance granted to the Grantee of 100% from the sale price of Six Hundred Sixty-one Thousand Dollars (\$661,000.00), being Twenty-two Thousand Eight Hundred Dollars

(\$22,800.00) for the land described,  
and Six Hundred Thirty-eight Thousand  
Two Hundred Dollars (\$638,200.00)  
for buildings and improvements,  
as of the date of this instrument,  
less a credit at the rate of 3-1/3%  
of said sale price for each twelve  
(12) months during which the prop-  
erty has been utilized in accord-  
ance with the purposes specified  
in the above identified applica-  
tion; provided, however, the Grantee  
shall execute such agreement, supported  
by surety bond or other security  
that may be deemed by the Depart-  
ment to be necessary or advisable,  
to assure that the proceeds of  
sale obtained by Grantee in any  
disposal of any portion of the  
property for effectuating one or  
another of the aforesaid purposes  
for which abrogation is requested,  
will be devoted to the program of  
use specified in the above identi-  
fied application.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to

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be executed this 17th day of July, 1974.

UNITED STATES OF AMERICA Acting  
by and through the Secretary of  
Health, Education, and Welfare

By:

WITNESSES:

S/ J. Miers

S/ Marion Kwiatkowski

S/Richard E. Friedman  
Richard E. Friedman  
Regional Director  
Region V

ACKNOWLEDGMENT

State of Illinois )  
                  ) ss  
County of Cook    )

On this 17th day of July, 1974, before me, Helen Jones, a Notary Public in and for Cook County, Illinois, personally appeared Richard E. Friedman, known to me to be the Regional Director, Region V, Chicago, Illinois, Department of Health, Education, and Welfare, and known to me to be the person who executed the within instrument on behalf of the UNITED STATES OF AMERICA, and acknowledged to me that he subscribed to the said instrument his name acting by and for the Secretary of Health, Education, and Welfare on behalf of the UNITED STATES OF AMERICA, and acknowledged that he executed the same as the free act and deed of himself and said UNITED STATES OF AMERICA.

S/ Helen Jones  
Notary Public

(SEAL)

My commission expires: October 28, 1977

ACCEPTANCE

By the acceptance of this Quitclaim Deed the Grantee, for itself, its successors, and assigns, and each of them, accepts and agrees to be bound by

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all of the terms, conditions, restrictions and reservations contained in the foregoing instrument.

ACCEPTED FOR BOARD OF JUNIOR  
COLLEGE DISTRICT NO. 507,  
Counties of Vermilion and Edgar,  
State of Illinois

WITNESSES:

S/ William J. Lugas  
S/ William R. Templeton

S/ Terrence L. Vogel  
Terrence L. Vogel  
Chairman, Board of Junior  
College District No. 507

ACKNOWLEDGMENT

State of Illinois     )  
                               ) ss  
County of Vermilion )

On this 24th day of July, 1974, before me personally appeared Terrence L. Vogel, known to me to be the Chairman of the Board of Junior College District No. 507, Counties of Vermilion and Edgar, State of Illinois, who acknowledged that he did sign the foregoing instrument and that same is the free act and deed of his principal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Danville, Illinois, this 24th day of July, 1974.

S/ Vivian L. Schultz  
Notary Public

(SEAL)

My commission expires: July 15, 1978

This instrument was prepared by Marvin Gavin, Regional Attorney, Region V, Department of Health, Education, and Welfare, Chicago, Illinois.

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SCHEDULE "A"

IDENTIFYING LIST OF IMPROVEMENTS

This Schedule "A" is attached to and made part of the deed dated July 17, 1974 between the UNITED STATES OF AMERICA and the Board of Junior College District No. 507, Counties of Vermilion and Edgar, State of Illinois, for the purpose of identifying and describing the more prominent improvements on the land conveyed.

<u>Building</u>		<u>Floor Area</u>
<u>No.</u>	<u>Description</u>	<u>(Sq. Ft.)</u>
1	Brick Quarters	39,445
2	Brick Quarters	39,087
3	Brick Quarters	39,087
56	Stone Bandstand	798
95	Brick Theatre Building	15,381

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