

QUIT-CLAIM DEED -
PEORIA COUNTY

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QUIT-CLAIM DEED

The Grantor, STATE OF ILLINOIS, through the STATE OF ILLINOIS, DEPARTMENT OF MILITARY AFFAIRS, for and in consideration of the following covenant and in consideration of Ninety-five Thousand Six and no/100ths Dollars (\$95,006.00) the receipt of which is hereby acknowledged, and pursuant to authority given by the Illinois General Assembly and the Governor of Illinois, hereby CONVEYS and QUIT CLAIMS to the Grantee, KERMIT A. HUBER, as Trustee under Trust Agreement dated December 23, 1996 and known as the ARMORY LAND TRUST, all interest in the following described real estate situated in Peoria County and the State of Illinois, to-wit:

TRACT I
(PEORIA ARMORY)

P.I.N. No.: Unassigned

A PART OF LOTS 1, 2, 3 AND 4, IN RANGE 1, AND PART OF LOT 1, IN RANGE 2, IN MILLS ADDITION TO THE TOWN (NOW CITY) OF PEORIA, ALSO PART OF FAYETTE STREET AND PART OF THE PUBLIC ALLEY LAID OUT IN SAID MILLS' ADDITION, ALSO A PART OF FRACTIONAL BLOCK NOT NUMBERED IN MORTON, VORIS AND LAVEILLE'S ADDITION, LYING SOUTH WEST OF HANCOCK STREET, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF ADAMS STREET WITH THE SOUTHWESTERLY LINE OF HANCOCK STREET; RUNNING THENCE NORTHWESTERLY, ALONG SAID LINE OF HANCOCK STREET, 165 FEET TO THE SOUTHEASTERLY LINE OF THE PUBLIC ALLEY; THENCE SOUTHWESTERLY, ALONG SAID ALLEY LINE AND PARALLEL WITH ADAMS STREET, 172.7 FEET TO THE

NORTHEASTERLY LINE OF PUBLIC ALLEY; RUNNING FROM ADAMS STREET TOWARDS JEFFERSON AVENUE; THENCE SOUTHEASTERLY, ALONG SAID ALLEY LINE, 165 FEET TO THE NORTHWESTERLY LINE OF ADAMS STREET; THENCE NORTHEASTERLY, ALONG SAID LINE OF ADAMS STREET, 172.7 FEET TO THE POINT OF BEGINNING; SITUATE, LYING AND BEING IN THE CITY OF PEORIA, COUNTY OF PEORIA, AND STATE OF ILLINOIS.

TRACT II

P.I.N. No.: 18-04-485-003

LOTS 4, 5 AND 6 IN BLOCK 40, (SOMETIMES CALLED "STATE SQUARE"), IN TAYLOR AND BLAKELEY'S ADDITION TO THE CITY OF PEORIA; ALSO, SO MUCH OF FRACTIONAL UNNUMBERED BLOCK IN MORTON, VORIS AND LAVEILLE'S ADDITION TO THE CITY OF PEORIA, LYING SOUTH WEST OF HANCOCK STREET AS MAY BE NECESSARY TO EXTEND SAID LOTS BACK IN UNIFORM WIDTH OF 57 FEET EACH TO THE PUBLIC ALLEY IN SAID BLOCK, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF JEFFERSON AVENUE AT THE INTERSECTION OF SAID BOUNDARY LINE WITH THE DIVISION LINE BETWEEN LOTS 3 AND 4 IN SAID BLOCK 40; RUNNING THENCE NORTHEASTERLY ALONG SAID BOUNDARY LINE OF JEFFERSON AVENUE, 171 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF HANCOCK STREET; THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE OF HANCOCK STREET 174 FEET TO THE NORTHWESTERLY LINE OF THE PUBLIC ALLEY IN SAID BLOCK 40; THENCE SOUTHWESTERLY ALONG SAID ALLEY LINE 171 FEET TO THE LINE DIVIDING LOTS 3 AND 4 IN SAID BLOCK 40; THENCE NORTHWESTERLY ALONG SAID DIVIDING LINE 174 FEET TO THE POINT OF BEGINNING; SITUATE, LYING AND BEING IN THE CITY OF PEORIA, COUNTY OF PEORIA, AND STATE OF ILLINOIS.

Restrictive Covenant

The Grantee on behalf of Grantee and its successors and assigns, hereby covenants to the Illinois Historic Preservation Agency (IHPA) that Tract I (Peoria Armory) will be subject to the following covenants and restrictions.

1. The Grantee shall preserve and maintain the exterior envelope, interior vestibule and the entrance corridor of the Peoria Armory in accordance with the recommended approaches of the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (National Park Service, 1990) in order to preserve and enhance those qualities that make the Peoria Armory eligible for inclusion in the National Register of Historic Places.

2. No construction, alteration, remodeling or any other thing shall be undertaken or permitted to be undertaken on the Peoria Armory which would adversely affect the structural or architectural integrity of the Peoria Armory without the express prior written permission of the IHPA signed by a fully authorized representative thereof.

3. The IHPA shall be permitted, at all reasonable times, to inspect the Peoria Armory in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the IHPA may, following reasonable notice to the Grantee, institute suit to enjoin said violation or require compliance with the terms hereof.

5. In the event the Grantee seeks to have the Peoria Armory listed on the National Register of Historic Places, the IHPA shall assist in the processing of any such nomination. If such listing is not made by the Keeper of the National Register of Historic Places, the restrictive covenant as provided herein shall terminate.

6. The covenant herein contained shall be a binding servitude upon the Peoria Armory and shall be deemed to run with the Land. This covenant is binding on the Grantee and its successors and assigns and until the terms hereof have been satisfied or terminated as provided herein, this covenant shall be binding in perpetuity. The Restrictive Covenant contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which the Grantee divests itself of either the fee simple title or any other lesser estate in the Peoria Armory. The obligations provided herein shall bind only the real estate hereinabove described as the Peoria Armory and shall not obligate the Grantee or its successors and assigns personally.

7. The failure of the IHPA to exercise any right or remedy granted under this instrument 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.

8. The Grantee, in consultation with IHPA shall develop a marketing plan for the Peoria Armory. Once the marketing plan has been reviewed and accepted by IHPA, the Grantee will initiate the marketing process. If, after a twelve (12) month marketing period no tenants can be identified for the Peoria Armory in its extant configuration, the Grantee shall document the marketing efforts and apply to IHPA for the termination of this restrictive covenant. Approval by IHPA for restrictive covenant termination shall be granted unless IHPA demonstrates the above criteria for termination has not been complied with by the Grantee.

9. Rehabilitation of the Peoria Armory in conformance with the Secretary of Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" may take place during the marketing period, provided plans and specifications are reviewed and approved by IHPA prior to the initiation of work.

10. If this restrictive covenant is terminated, the Grantee shall, at its own expense, provide Level III Illinois Historic American Building Survey/Historic American Engineering

Record (IL HABS/HAER) documentation of the Peoria Armory for inclusion in the IL HABS/HAER Collection at the Illinois State Historic Library. The Grantee shall consult with IHPA prior to the preparation of the IL HABS/HAER documentation to establish a scope of work. The Grantee, in consultation with IHPA, shall select a contractor to prepare the IL HABS/HAER documentation capable of meeting the IL HABS/HAER Documentation Standards and Guidelines.

Dated this 26th day of December, 1996.

STATE OF ILLINOIS
BY THE DEPARTMENT OF MILITARY AFFAIRS

BY: *Richard G. Austin*

Richard G. Austin
Major General
The Adjutant General

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said county in the State aforesaid, do hereby certify that Richard G. Austin, to me personally known as the Adjutant General, Department of Military Affairs, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as the voluntary act of the Department of Military Affairs, for the uses and purposes therein set forth and that he is duly authorized to execute the same.

26th IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal thereto this day of December, 1996.

Robert C Roth
Notary Public

This transfer is exempt under the provisions of 35 ILCS 200/31-45 (b)

Staff Judge Advocate
Staff Judge Advocate

