

488190

BOOK 809 PAGE 295

602

STATE OF ILLINOIS
 COUNTY OF CARROLL
 FILED FOR RECORD
 AT 10:30 O'CLOCK
 NO. 488190
 RECORD 809 AT PG 295
 By 45 Staudach Recorder
 Deputy

RECORDERS
 OFFICE
 Sept 2, 2005
 M. AS INSTR
 AND RECORDED IN

BLANK SPACE FOR RECORDER OF DEEDS

QUIT CLAIM DEED OF CONVEYANCE, SAVANNA ARMY DEPOT ACTIVITY,
ILLINOIS, JO-CARROLL DEPOT LOCAL REDEVELOPMENT AUTHORITY
PARCEL 6Z, CARROLL COUNTY, ILLINOIS

THIS QUIT CLAIM DEED OF CONVEYANCE is made and entered into by and between the United States of America, acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing), United States Department of the Army, pursuant to a delegation of authority from the Secretary of the Army, United States Department of the Army, C/O Commander and District Engineer, United States Army Corps of Engineers, Louisville District, ATTN: CELRL-RE-M, P.O. Box 59, Louisville, Kentucky 40201-0059, hereinafter referred to as the Grantor, under and pursuant to the powers and authorities contained in the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377) 40 U.S.C. § 101, et seq., as amended, and under and pursuant to the powers and authorities contained in the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXIX, Approved November 5, 1990, 104 Stat. 1808 et seq., 10 U.S.C. § 2687 note), and acts supplementary thereto and amendatory thereof, and the Jo-Carroll Depot Local Redevelopment Authority, an agency of Jo Daviess County, Illinois and Carroll County, Illinois (established by intergovernmental agreement under and pursuant to the Intergovernmental Cooperation Act, 5 ILCS § 220/1 et seq.), C/O Executive Director, Jo-Carroll Depot Local Redevelopment Authority, 18933 A Street, Savanna, Illinois 61074, hereinafter referred to as the Grantee.

WHEREAS, the 1995 Defense Base Closure and Realignment Commission, pursuant to Public Law 101-510, as amended, required

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 Plat see Rk 2 pg 521
 Coar " " " 522

the Department of Defense to close the military installation formerly known as the Savanna Army Depot Activity, Jo Daviess County and Carroll County, Illinois (the former SVDA), and in connection therewith dispose of certain surplus real and personal property, and has made a final disposal decision with respect thereto;

WHEREAS, the Grantor is the owner of the real estate located within the former SVDA, a portion of which is to be herein conveyed, that portion is hereinafter referred to as the subject real estate, consisting of 40.78 acres, more or less;

WHEREAS, the Grantor for purposes of Public Law 101-510, Section 2905(b)(4)(A) as amended (Public Law 101-510 Section 2905 as amended by Public Law 103-160 Section 2903), has recognized the Grantee as the redevelopment authority with regard to the former SVDA;

WHEREAS, the Grantor, as authorized by Public Law 101-510, as amended, and implementing regulations, has determined the Grantee's Economic Development Conveyance Application meets the criteria for conveyance as a No-Cost Economic Development Conveyance, to assist economic development and has accepted the Grantee's application and made a final disposal decision with regard to a part of the former SVDA as documented in that certain Memorandum of Agreement, dated August 22, 2003, which sets forth the specific terms and conditions of the sale of portions of the former SVDA located in Jo Daviess County and Carroll County, Illinois, a copy of which is located in the administrative files of the United States Army Corps of Engineers, Louisville District, Real Estate Division; and

WHEREAS, the subject real estate is part of the former SVDA, which the United States Environmental Protection Agency (USEPA), pursuant to Section 105 of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. § 9605, placed on the National Priorities List (NPL), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on 26 September 1989; and which the Grantor has provided the Grantee with a copy of the Federal Facility Agreement (FFA) and all amendments thereto entered into by USEPA Region 5, the State of Illinois, and the Department of Army that were effective on September 26, 1989.

NOW, THEREFORE, WITNESSETH: That for good and valuable non-monetary consideration, the receipt of which is hereby acknowledged, the Grantor does hereby convey and quit claim unto

the Grantee, its successors and assigns, a certain tract of real estate (hereinafter referred to as the subject real estate), including all buildings and improvements located thereon, together with all rights (e.g. water, mineral, and timber rights, if any), hereditaments, easements, and appurtenances thereunto belonging, located in Carroll County, Illinois, being more particularly described as follows:

PART OF THE NORTHWEST QUARTER, PART OF THE NORTHEAST QUARTER, AND PART OF THE SOUTHEAST QUARTER OF SECTION 3 IN TOWNSHIP 25 NORTH, RANGE 2 EAST OF THE 4TH PRINCIPAL MERIDIAN, CARROLL COUNTY, ILLINOIS.

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 56 MINUTES 30 SECONDS EAST A DISTANCE OF 2776.05 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 691.41 FEET TO A SURVEY NAIL IN THE CENTER OF CN ROAD AT THE POINT OF BEGINNING;

THENCE SOUTH 53 DEGREES 44 MINUTES 18 SECONDS WEST A DISTANCE OF 522.67 FEET TO A SURVEY NAIL IN THE CENTER OF CN ROAD; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 276.27 FEET AN ARC LENGTH OF 89.17 FEET ALONG SAID CURVE HAVING A CHORD BEARING OF SOUTH 45 DEGREES 00 MINUTES 32 SECONDS WEST AND A CHORD LENGTH OF 88.79 FEET TO A SURVEY NAIL IN THE INTERSECTION OF CN ROAD AND A PRIVATE ROAD CALLED MCINTYRE ROAD; THENCE NORTH 56 DEGREES 57 MINUTES 37 SECONDS WEST A DISTANCE OF 2352.90 FEET TO A SURVEY NAIL IN THE CENTER OF SAID ROAD; THENCE NORTH 32 DEGREES 38 MINUTES 34 SECONDS EAST A DISTANCE OF 694.67 FEET TO A 5/8" REBAR; THENCE SOUTH 54 DEGREES 28 MINUTES 35 SECONDS EAST A DISTANCE OF 215.29 FEET TO A 5/8" REBAR; THENCE SOUTH 85 DEGREES 55 MINUTES 38 SECONDS EAST A DISTANCE OF 376.79 FEET TO A 5/8" REBAR; THENCE SOUTH 47 DEGREES 05 MINUTES 05 SECONDS EAST A DISTANCE OF 267.32 FEET TO A 5/8" REBAR; THENCE SOUTH 47 DEGREES 59 MINUTES 28 SECONDS EAST A DISTANCE OF 681.98 FEET TO A 5/8" REBAR; THENCE SOUTH 49 DEGREES 24 MINUTES 36 SECONDS EAST A DISTANCE OF 472.95 FEET TO A 5/8" REBAR; THENCE SOUTH 48 DEGREES 38 MINUTES 19 SECONDS EAST A DISTANCE OF 125.69 FEET TO A 5/8" REBAR; THENCE SOUTH 50 DEGREES 13 MINUTES 06 SECONDS EAST A DISTANCE OF 175.18 FEET TO A 5/8" REBAR; THENCE SOUTH 49 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 314.38 FEET TO A SURVEY NAIL AT THE POINT OF BEGINNING, CONTAINING 40.78 ACRES, MORE OR LESS.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to

rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the subject real estate unto the Grantee, its successors and assigns, without covenant or warranty of title, 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 Quit Claim Deed Of Conveyance.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this Quit Claim Deed Of Conveyance, agrees that, as part of the consideration for this Quit Claim Deed Of Conveyance, the Grantee covenants and agrees for itself, its successors and assigns, forever, that this Quitclaim Deed Of Conveyance is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity unless otherwise provided herein by the United States of America and other interested parties as allowed by federal, state or local law; that the notices, use restrictions, and restrictive covenants set forth below are a binding servitude upon the subject real estate and shall be deemed to run with the land in perpetuity unless otherwise provided herein; and that the failure to include the notices, use restrictions, and restrictive covenants in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns:

1. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT COVENANT:

Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(4)(D)(i)), the United States of America warrants that any response action or corrective action found to be necessary subsequent to the date of the delivery and acceptance of this Quit Claim Deed Of Conveyance for hazardous substances existing on the subject real estate prior to the date of the delivery and acceptance of this Quit Claim Deed Of Conveyance shall be conducted by the United States of America. This warranty shall not apply in any case in which the person or entity to whom the subject real estate is conveyed/transferred is a potentially responsible party with respect to such property. For purposes of this warranty, the Grantee shall not be considered a potentially

responsible party solely due to a hazardous substance remaining on the subject real estate on the date of the delivery and acceptance of this Quit Claim Deed Of Conveyance, provided that Grantee has not caused or contributed to a release of such hazardous substance.

2. COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT RESERVED ACCESS RIGHTS AND EASEMENT:

Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)), the Grantor does hereby reserve a perpetual and assignable access easement in, on, over, and across the subject real estate, including all buildings and structures located thereon, for any environmental inspections, monitoring, sampling, or testing actions; any environmental investigation actions (e.g. inspection, repair, replacement, removal, or installation of a groundwater monitoring well); any environmental remediation actions; any environmental corrective actions; or any other environmental actions (collectively "Response Actions") that the Grantor deems necessary in order to fulfill the Grantor's environmental responsibilities under this Quit Claim Deed Of Conveyance or applicable laws and regulations, including the right of the Grantor to ensure compliance with the restrictive covenants imposed by this Quit Claim Deed Of Conveyance. In addition, the Grantor shall have the right to use the above-referenced access easement when conducting a Response Action on any adjoining property. In exercising this access easement, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, at least thirty (30) days prior written notice of actions to be taken in remediation of the subject real estate (or any part thereof) and shall use reasonable means without additional cost to the Grantor, to avoid and/or minimize interference with the use of the subject real estate (or any part thereof). Grantee agrees that, notwithstanding any other provisions of this Quit Claim Deed Of Conveyance, the Grantor assumes no liability to the Grantee, its successors or assigns, or any other person, should remediation of the subject real estate (or any part thereof) interfere with the use of the subject real estate. The Grantee, its successors and assigns, shall not through construction or operation/maintenance activities, interfere with any remediation or response action conducted by the Grantor under this paragraph. The Grantee, the then record owner, and any other person shall have no claim against the Grantor or any of its officers, agents, employees, or contractors solely on account of any such interference resulting from such remediation.

3. AS IS AND WHERE IS QUIT CLAIM CONVEYANCE:

The subject real estate (including all buildings and improvements located thereon) is conveyed AS IS AND WHERE IS without representation, warranty, or guaranty by the Grantor as to the quantity, quality, character, title, condition, size or kind, except for such warranties as are required by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq., or that the same is in condition or fit to be used for the purpose for which intended and no claim for allowance or deduction upon such grounds will be considered.

4. ENVIRONMENTAL PROTECTION PROVISIONS:

The Environmental Protection Provisions are at Exhibit "A", which is attached hereto and made a part hereof. The Grantee shall neither transfer the subject real estate, lease the subject real estate, nor grant any interest, privilege, or license whatsoever in connection with the subject real estate without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all future deeds, easements, transfers, leases, or grants of any interest, privilege, or license.

5. RESERVATION OF EASEMENTS WITHIN THE BOUNDARY OF THE SUBJECT REAL ESTATE:

(a.) (i.) The Grantor does hereby reserve nonexclusive, perpetual, and assignable roadway easements and right-of-ways in, on, over, and across McIntyre Road and New CN Extension Road located within the boundary of the subject real estate. The reservation of the above-referenced nonexclusive, perpetual, and assignable roadway easements and rights-of-way shall insure that the United States of America, its successors and assigns, shall have legal access to the balance of the real estate comprising the depot (i.e. Savanna Army Depot Activity, Jo Daviess County and Carroll County, Illinois).

(ii.) The Grantee, its successors and assigns, shall be responsible for the maintenance of the above-referenced roadways, provided that (1.) the Grantee, its successors and assigns, shall only be required to maintain the above-referenced roadways in the condition they were in as of the date of the execution of the Memorandum Of Agreement (i.e. August 22, 2003) made and entered into by and between the Grantor and the Grantee, and (2.) the

Grantee, its successors and assigns, may discontinue, either permanently or temporarily, the use and maintenance of the above-referenced roadways for repair or other purposes, provided the Grantor, its successors and assigns, is given alternate access of the same or similar quality that meets the requirements of this reservation of nonexclusive, perpetual, and assignable roadway easements and rights-of-way. The referenced responsibility of the Grantee, its successors and assigns, began immediately upon the execution and delivery of the Lease In Furtherance of Conveyance (i.e. August 22, 2003) and shall continue until such time as the above-referenced roadways are formally accepted into a public roadway or highway system (e.g., public roadway or highway system of Carroll County, Illinois).

(iii.) The United States of America, its successors and assigns, shall release the above-referenced nonexclusive, perpetual, and assignable roadway easements and rights-of-way upon formal acceptance of the above-referenced roadways into a public roadway or highway system (e.g., public roadway or highway system of Carroll County, Illinois).

(b.) The Grantor does hereby reserve the full, complete, and perpetual right, power, privilege and easement to overflow, flood and submerge all or any part of the subject real estate lying at and below elevation 588 feet m.s.l. (based on Sea Level Datum of 1912), as may be necessary in the operation and maintenance of the Mississippi River Nine-Foot Channel Project, as authorized by the River and Harbor Act of July 3, 1930, as amended, or caused by the construction, operation and maintenance of any legally authorized modification of said Mississippi River Nine-Foot Channel Project.

6. NOTICE OF THE PRESENCE OF ENDANGERED SPECIES:

(a.) Federally Listed Species. Federally listed species may be present on the subject real estate. The bald eagle (*Haliaeetus leucocephalus*) is the only known federally listed species that is currently found within the boundary of the former military installation known as the Savanna Army Depot, Illinois. The bald eagle is listed as a federally threatened species under the Endangered Species Act. In addition, the bald eagle is protected under the Bald Eagle and Golden Eagle Protection Act and Migratory Bird Treaty Act. The bald eagle uses forested areas along rivers and reservoirs for breeding and wintering habitats. This species is sensitive to timber harvest, habitat degradation and disturbances from human related actions. Federal law prohibits the harm, harassment and take of the bald eagle unless the activity is permitted by the U.S. Fish and Wildlife Service.

(b.) State Listed Species and Protected Natural Resources.

State-listed species may be present on the subject real estate. Numerous aquatic, avian, and terrestrial animals along with plants occur within the boundary of the former military installation known as the Savanna Army Depot, Illinois. These species are sensitive to habitat degradation and disturbances from human related activities. State law prohibits the harm, harassment, and take of these animals unless the take is authorized by the Illinois Department of Natural Resources. Any environment-altering activities require compliance with the Illinois Endangered Species Protection Act [520 ILCS 10/11], Illinois Natural Areas Preservation Act [525 ILCS 30/17], Interagency Wetland Policy Act of 1989 [20 ILCS 830], and all their implementing regulations found in title 17 of the Illinois Administrative Code.

(c.) Activities that may impact the eagles and listed species should be coordinated with the U.S. Fish and Wildlife Service and Illinois Department of Natural Resources.

7. AIR NAVIGATION RESTRICTION:

The Grantee, its successors and assigns, and every successor in interest to the subject real estate (or any part thereof) shall prohibit any construction or alteration above one hundred feet (100.00') on the subject real estate, or any part thereof, unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

8. NON-DISCRIMINATION:

The Grantee, its successors and assigns and every successor in interest to the subject real estate, or any part thereof, covenant that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the subject real estate, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the subject real estate and shall have

the sole right to enforce this covenant in any court of competent jurisdiction.

9. INDEMNIFICATION OF TRANSFEREES OF CLOSING DEFENSE PROPERTY:

The Grantor and the Grantee are aware of their respective obligations and responsibilities under Section 330, National Defense Authorization Act for Fiscal Year 1993, Public Law 102-484, Oct. 23, 1992, 106 Stat. 2371, as amended by Section 1002, National Defense Authorization Act for Fiscal Year 1994, Public Law 103-160, Nov. 30, 1993, 107 Stat. 1745. (see 10 U.S.C. § 2687, note).

10. ANTI-DEFICIENCY ACT:

The Grantor's obligation to pay or reimburse any money under this Quit Claim Deed Of Conveyance is subject to the availability of funds appropriated for this purpose to the United States Department of the Army, and nothing in this Quit Claim Deed Of Conveyance shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

11. NO WAIVER:

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

ACCEPTANCE: The Jo-Carroll Depot Local Redevelopment Authority, an agency of Jo Daviess County, Illinois and Carroll County, Illinois (established by intergovernmental agreement under and pursuant to the Intergovernmental Cooperation Act, 5 ILCS § 220/1 et seq.), by its duly qualified and elected Chairman of the Board of Directors (attestation by its duly qualified and elected Secretary of the Board of Directors) pursuant to a Resolution duly passed and adopted by the affirmative vote of a majority of the duly qualified and appointed members of the Board of Directors of said authority, does hereby accept and approve this Quit Claim Deed Of Conveyance and does hereby agree to all of the terms and conditions thereof on this 13th day of July, 2005.

IN TESTIMONY WHEREOF, witness the signature of the Grantee, the Jo-Carroll Depot Local Redevelopment Authority, an agency of Jo Daviess County, Illinois and Carroll County, Illinois (established by intergovernmental agreement under and pursuant to the Intergovernmental Cooperation Act, 5 ILCS § 220/1 et seq.), by its duly qualified and elected Chairman of the Board of Directors (attestation by its duly qualified and elected Secretary of the Board of Directors) pursuant to a Resolution duly passed and adopted by the affirmative vote of a majority of the duly qualified and appointed members of the Board of Directors of said authority, this 13th day of July, 2005.

JO-CARROLL DEPOT LOCAL REDEVELOPMENT
AUTHORITY, AN AGENCY OF JO DAVIESS
COUNTY, ILLINOIS AND CARROLL COUNTY,
ILLINOIS (ESTABLISHED BY
INTERGOVERNMENTAL AGREEMENT UNDER AND
PURSUANT TO THE INTERGOVERNMENTAL
COOPERATION ACT, 5 ILCS § 220/1 ET
SEQ.)

BY: _____

John W. Rapp, Chairman of the Board of
Directors

ATTEST: _____

Wanda S. Honerbaum
Wanda S. Honerbaum, Secretary of
the Board of Directors

STATE OF ILLINOIS)
COUNTY OF Carroll) SS

The foregoing Quit Claim Deed Of Conveyance was acknowledged before me this 13th day of July, 2005, by John W. Rapp, Chairman of the Board of Directors of the Jo-Carroll Depot Local Redevelopment Authority, an agency of Jo Daviess County, Illinois and Carroll County, Illinois (established by intergovernmental agreement under and pursuant to the Intergovernmental Cooperation Act, 5 ILCS § 220/1 et seq.), on behalf of the cooperative association. In addition, attestation of the foregoing Quit Claim Deed Of Conveyance was made by the

aforesaid cooperative association's Secretary of the Board of Directors, Wanda S. Honerbaum.

My commission expires 1/23/06
(PRINT EXPIRATION DATE)



Mara Sutton
(NOTARY PUBLIC SIGNATURE LINE)

Notary Public, State of Illinois

Mara Sutton
(PRINT COMMISSIONED (OFFICIAL) NAME OF THE NOTARY PUBLIC)

(IMPRESS YOUR OFFICIAL NOTARY PUBLIC SEAL OF OFFICE ON THIS CERTIFICATE OF ACKNOWLEDGEMENT.)

IN TESTIMONY WHEREOF, witness the signature of the Grantor, the United States of America, acting by and through Joseph W. Whitaker, Deputy Assistant Secretary of the Army (Installations and Housing) OASA (I&E), United States Department of the Army, this 8th day of August, 2005. In addition, the Seal of the United States Department of the Army was impressed upon this Quit Claim Deed Of Conveyance.

UNITED STATES OF AMERICA



BY: Joseph W. Whitaker
Joseph W. Whitaker
Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA (I&E)

(IMPRESS THE SEAL OF THE UNITED STATES DEPARTMENT OF THE ARMY.)

COMMONWEALTH OF VIRGINIA)
SS
COUNTY OF ARLINGTON)

The foregoing Quit Claim Deed Of Conveyance was acknowledged before me this 8th day of August, 2005, by Joseph W. Whitaker, Deputy Assistant Secretary of the Army (Installations and Housing) OASA (I&E), United States Department of the Army, on behalf of the United States of America.

Embossed Hereon Is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires September 30, 2008
SHEKINAH Z. HILL

My commission expires _____
(PRINT EXPIRATION DATE)

Shekinah Z. Hill
(NOTARY PUBLIC SIGNATURE LINE)

Notary Public, Commonwealth of
Virginia

Shekinah Z. Hill
(PRINT COMMISSIONED (OFFICIAL) NAME
OF THE NOTARY PUBLIC)



(IMPRESS YOUR OFFICIAL NOTARY PUBLIC SEAL OF OFFICE ON THIS
CERTIFICATE OF ACKNOWLEDGEMENT.)

This real estate transaction is not subject to the statutory
requirements as set forth in 10 U.S.C. § 2662, and acts
supplementary thereto and amendatory thereof.

This Quit Claim Deed Of Conveyance was prepared by George F.
Williamson, III, Assistant District Counsel, United States Army
Corps of Engineers, Louisville District, ATTN: CELRL-OC, P.O. Box
59, Louisville, Kentucky 40201-0059.

George F. Williamson III
George F. Williamson, III

Send taxes to:

Return this Quit Claim Deed Of Conveyance to Mr. David M.
Ylinen, Executive Director, Jo-Carroll Depot Local Redevelopment
Authority, 18933 A Street, Savanna, Illinois 61074.

Under provisions of Paragraph b, Section 4
Real Estate Transfer Tax Act.
9-1-05 Date
Mara Engaede Buyer, Seller or Representative

1. FEDERAL FACILITIES AGREEMENT:

The Grantor acknowledges that the Savanna Army Depot Activity, Illinois, has been identified as a National Priority List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Savanna Army Depot Activity Federal Facility Agreement (FFA) dated 26 September 1989 and will provide the Grantee with a copy of any amendments thereto. The Grantee, its successors and assigns, agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The Grantee, its successors and assigns, further agree that notwithstanding any other provisions of this Quit Claim Deed Of Conveyance, the Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the subject real estate. The Grantee, its successors and assigns, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof. The Grantor shall, however, comply with the provisions of paragraph 2. (i.e. Comprehensive Environmental Response, Compensation, And Liability Act Reserved Access Rights And Easement) in the exercise of its rights under the FFA.

2. ENVIRONMENTAL BASELINE SURVEY AND FINDING OF SUITABILITY TO TRANSFER:

(a.) The Grantee has received the technical environmental reports, including the final Environmental Baseline Survey for the Savanna Army Depot Activity, Illinois, dated May 1999, and the Finding Of Suitability To Transfer (FOST), Savanna Army Depot Activity, Savanna, Illinois, JCCLRA Parcel P-1 (LRA Parcels 3B, 6Z, 10A, 10B, and 18A) for the subject real estate dated April 29, 2005, prepared by the Grantor, and agrees, to the best of the Grantee's knowledge, that they accurately describe the environmental condition of the subject real estate. The Grantee has inspected the subject real estate and accepts the physical condition and current level of environmental hazards on the subject real estate and deems the subject real estate to be safe for the Grantee's intended use.

EXHIBIT "A" - QUIT CLAIM DEED OF CONVEYANCE, SAVANNA ARMY DEPOT ACTIVITY, ILLINOIS, JO-CARROLL DEPOT LOCAL REDEVELOPMENT AUTHORITY PARCEL 6Z, CARROLL COUNTY, ILLINOIS

(b.) The Grantee, any successor, assignee, transferee, lender or lessee of the Grantee, or its successors or assigns, shall have no obligation to fund, participate in or complete the clean-up of existing hazardous substances, pollutants or contamination (collectively "Contamination") on or under the subject real estate except to the extent any such party caused or contributed to the Contamination as provided under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C., Section 9601 et seq.

3. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC):

(a.) The Grantee is hereby notified that due to the former use of the Savanna Army Depot Activity, Illinois as a military installation, the subject real estate may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (i.) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (ii.) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (iii.) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

(b.) The subject real estate was previously used as installation open space, storage of monazite sand, administrative areas, and troop housing areas. There is no record of ammunition operations occurring on the subject real estate.

(c.) The Grantor represents that, to the best of its knowledge, no MEC is currently present on the subject real estate. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the subject real estate. If the Grantee, any subsequent owner, or any other person should find any MEC on the subject real estate, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Army Staff at 815-273-8827/8311 or the local Sheriff's Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

(d.) Easement and Access Rights.

(i.) The Grantor does hereby reserve a perpetual and assignable access easement in, on, over, and across the subject real estate, including all buildings and structures located thereon, to access and enter upon the subject real estate in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States of America to meet its responsibilities under applicable laws and as provided for in this Quit Claim Deed Of Conveyance. This right of access shall be binding upon the Grantee, its successors and assigns, and shall run with the land.

(ii.) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter upon the subject real estate, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the subject real estate. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the subject real estate at a reasonable charge to the United States of America. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States of America.

(iii.) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States of America or any officer, employee, agent, contractor of any tier, or servant of the United States of America based on actions taken by the United States of America or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the subject real estate.