



LAND AUCTION

129± ACRES

INFORMATION BOOKLET



Murray Wise
ASSOCIATES LLC

MurrayWiseAssociates.com
800-607-6888
kyle.worner@mwallc.com

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Call (800) 607-6888 or email kyle.worner@mwallc.com with any questions.



AUCTION INFORMATION

Friday, November 22nd at 1PM CT
 Virtual Live Auction - Online Only - www.MurrayWiseAssociates.com

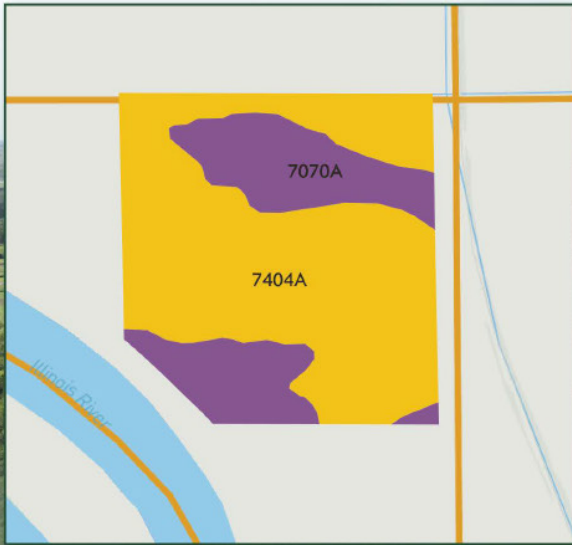
PROPERTY INFORMATION

129.05± Acres of Peoria County land, located just west of Pekin, IL. This property is located in close proximity to IL State Route 9 and US Route 24.

The weighted productivity Index is 117.2. CREP Payment of \$41,910 annually. FSA DCP Cropland acres are 134.56.

Located 2 miles west of Pekin, Illinois on West Cameron Lane
 Easement from West Cameron Lane to farm

CREP Payments of \$41,910 expire on 9/30/2027 & 9/30/2028.

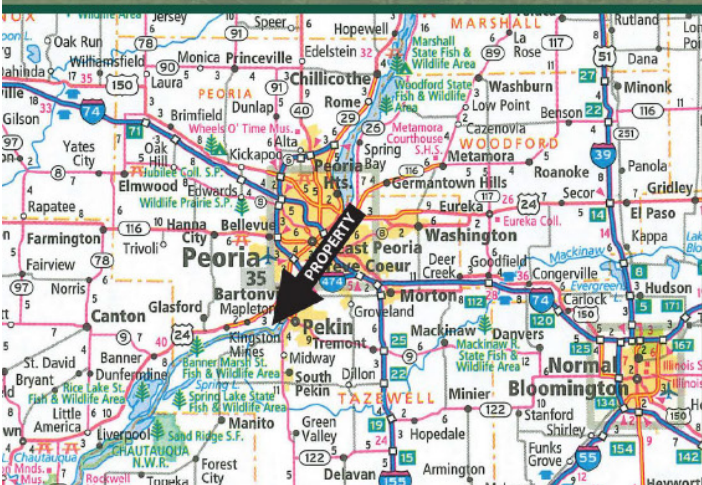


SOIL CODE SOIL DESCRIPTION

- 7404A Titus silty clay, 0-2 Percent Slopes, Rarely Flooded
- 7070A Beaucoup silty clay loam, 0-2 Percent Slopes, Rarely Flooded

| ACRES | % OF FIELD | PI |
|-------|------------|-------|
| 90.61 | 70.3% | 111.0 |
| 38.26 | 29.7% | 132.0 |

Weighted Average PI 117.2



PROPERTY DIRECTIONS

At the intersection of US Route 24 and IL Route 9, travel south on US Route 24 for approximately 1 mile, turn east on West Cameron Ln, continue for about a mile, at the curve continue straight on the grass lane for a half of a mile, the farm will be on the east side of the lane.

Registration Due by
November 21st at Noon
To register for online bidding, visit
www.MurrayWiseAssociates.com
or contact us at (800) 607-6888
or layna.spratt@mwallc.com

Located in Section 27 of Hollis Township,
Peoria County, Illinois.

129.05 ± Acres

16.5 Feet Easement
Access

 **Murray Wise**
ASSOCIATES LLC
MurrayWiseAssociates.com
800-607-6888
kyle.worner@mwallc.com





1605 S. State Street, Suite 110
Champaign, Illinois 61820

Auctioneer:

Robert Warmbir #441.002377 #471.021140

Sale Managers:

Kyle Worner #475.2105107

Elizabeth Strom #471.021846, #441.002523

MurrayWiseAssociates.com

800-607-6888

kyle.worner@mwallc.com



AUCTION TERMS & CONDITIONS

PROCEDURE: The Property will be offered in a virtual online auction format as a single tract. Bidding and livestream viewing will be available at www.MurrayWiseAssociates.com. Bidding will be on a dollars per acre basis and the final purchase price will be calculated by multiplying the high bid by surveyed acreage.

REGISTRATION: All bidders are required to register at www.MurrayWiseAssociates.com on or before Noon CT on Thursday, November 21, 2024. Once the online registration form is filled out it will be automatically sent to Murray Wise Associates LLC for approval to allow bidding. Auction company may request a letter of recommendation from prospective bidder's financial institution stating funds are available for the 10% deposit and that bidder has the financial capacity for final purchase.

ACCEPTANCE OF BID PRICES: Final bid price is subject to approval or rejection by Seller. Seller reserves the right to accept or reject any and all bids. Upon the close of the auction the winning bidder will sign the purchase agreement in DocuSign.

DOWN PAYMENT: A 10% non-refundable down payment of the total contract purchase price will be due within 24 hours of the close of the auction from the winning bidder and shall be made via a wire transfer. The balance of the contract purchase price is due in cash at closing. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING.**

CLOSING: The closing shall take place on or before December 19th, 2024.

POSSESSION: Possession will be given at closing.

TITLE: Seller will provide a proper deed conveying merchantable title to the real estate to the successful buyer free and clear of liens.

CREP: A portion of the property is enrolled in the Conservation Reserve Enhancement program, (CREP). Seller shall transfer all rights and obligations of that contract to the buyer. Call for more information.

INCOME: All 2024 CREP Payments shall be retained by the Owner. Buyer will receive remaining CREP Payments.

REAL ESTATE TAXES & ASSESSMENTS: The 2023 calendar year taxes due and payable in 2024 shall be paid by Seller. Seller shall credit Buyer the 2024 calendar year taxes due in 2025 based on the most recent tax figures available. Buyer is responsible for 2025 and all subsequent taxes.

SURVEY: The Seller is in the process of having a survey completed and it will be available for bidders to review once it is finished.

MINERAL RIGHTS: The sale shall include any and all mineral rights owned by the Seller, if any.

ACREAGES: All acreages are approximate and have been estimated based upon current legal descriptions, FSA records and aerial mapping software.

EASEMENTS & LEASES: The sale is subject to any and all easements and leases of record.

DISCLAIMER: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the agreement to purchase. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or Murray Wise Associates LLC. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Seller or Murray Wise Associates LLC. All sketches and dimensions in this brochure are approximate. All acreages are approximate and have been estimated based on legal descriptions or aerial photographs. Conduct at the final round of bidding and increments of bidding are at the direction and discretion of the seller's agent. The Seller and Murray Wise Associates LLC reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. Under no circumstances shall Bidder have any kind of claim against Murray Wise Associates LLC, or anyone else if the internet service fails to work correctly before or during the auction.

AGENCY: Murray Wise Associates LLC and its representatives are exclusive agents of the Seller.

SELLER: Steve & Rhonda Mooberry, Keith and Ronda Mooberry, Joan Cashdollar and Everence Foundation

ATTORNEY: Kuhfuss & Proehl PC, Jason Proehl, Pekin, IL



6 | AERIAL MAP

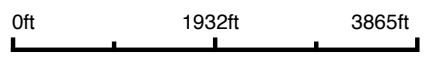
Aerial Map



©2024 AgriData, Inc.



Boundary Center: 40° 33' 43.99, -89° 41' 3.79



27-7N-7E
Peoria County
Illinois



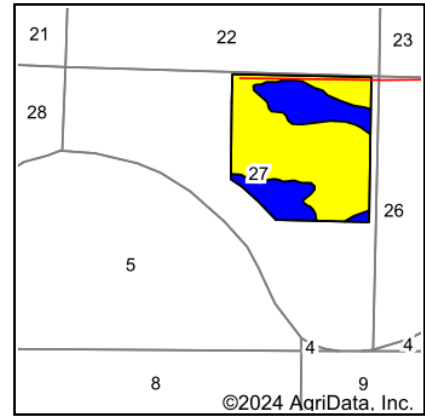
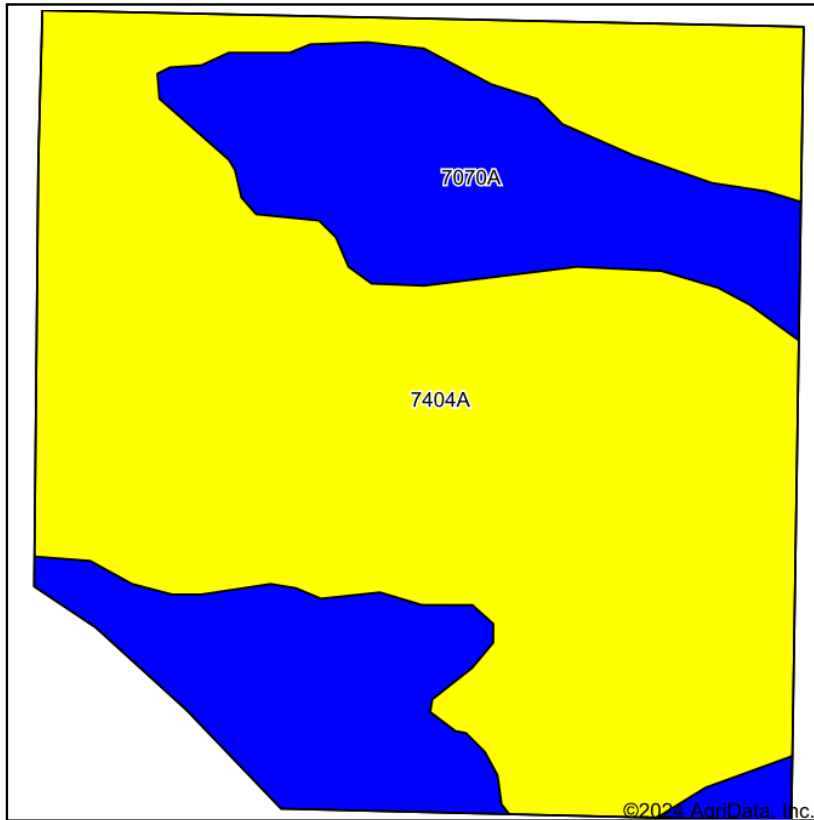
Maps Provided By:
 surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2023 www.AgriDataInc.com

10/25/2024

Field borders provided by Farm Service Agency as of 5/21/2008.

All boundary lines and acreages are approximated

Soils Map



State: **Illinois**
 County: **Peoria**
 Location: **27-7N-7E**
 Township: **Hollis**
 Acres: **128.87**
 Date: **9/9/2024**



Soils data provided by USDA and NRCS.

| Area Symbol: IL143, Soil Area Version: 18 | | | | | | | | | | | | |
|---|---|-------|------------------|-------------------------------------|-------------------|------------|---------------|--|------------------|----------------|-----------------------|-------------------|
| Code | Soil Description | Acres | Percent of field | Il. State Productivity Index Legend | Subsoil rooting a | Corn Bu/A | Soybeans Bu/A | Crop productivity index for optimum management | *n NCCPI Overall | *n NCCPI Corn | *n NCCPI Small Grains | *n NCCPI Soybeans |
| **7404A | Titus silty clay, 0 to 2 percent slopes, rarely flooded | 90.61 | 70.3% | | FAV | **149 | **49 | **111 | 53 | 39 | 53 | 40 |
| **7070A | Beaucoup silty clay loam, 0 to 2 percent slopes, rarely flooded | 38.26 | 29.7% | | FAV | **176 | **58 | **132 | 90 | 90 | 71 | 77 |
| Weighted Average | | | | | | 157 | 51.7 | 117.2 | *n 64 | *n 54.1 | *n 58.3 | *n 51 |

Table: Optimum Crop Productivity Ratings for Illinois Soil EFOTG are sourced from Bulletin 811 calculated Map Unit Base Yield Indices, and adjusted (Adj) for slope, erosion, flooding, and surface texture. Publication Date: 02-08-2023

Crop yields and productivity (B811 EFOTG) are maintained at the following USDA web site: 2023 Illinois Soil Productivity and Yield Indices:

<https://efotg.sc.egov.usda.gov/#/state/IL/documents/section=2&folder=52809>

** Base indexes from Bulletin 811 adjusted for slope, erosion, flooding, and surface texture according to the Il. Soils EFOTG

*n: The aggregation method is "Weighted Average using all components"

8 | TAX INFORMATION

10/16/24, 9:27 AM

Parcel Details for 2027200006

Notice

To view current assessment information, use the Tax Year dropdown to select the current year.

| Property Information | | |
|--|-----------------------------|---|
| Parcel Number 20-27-200-006 | Site Address | Owner Name & Address |
| Tax Year 2023 (Payable 2024) ▼ | | |
| Sale Status None | Neighborhood Code | Land Use FA - Farm Non Owner Occupied |
| Property Class 0021 - Farmland | Tax Code 361 - | Tax Status Taxable |
| Net Taxable Value 15,270 | Tax Rate 8.231640 | Total Tax \$1,256.98 Pay Taxes |
| Township Hollis | Acres 129.0500 | Mailing Address |
| Tract Number | Lot Size | TIF Base Value 0 |
| Legal Description NE 1/4 SEC 27-7N-7E 129.06 AC (EXC W 155.5' THEREOF (-001); ALSO EXC STRIP ADJ TO LEVEE AS DESC PER DOC QC-35 & QC-52 (20-27-400-001); ALSO EXC BEG NE COR NE 1/4 SEC 27: TH S 2496.78' W 104.7' N 2496.99' E 104.71' TO POB PT NE 1/4 SEC 27 (20-22-400-005)) | | |

| Parcel Owner Information | | |
|--------------------------|----------|---------|
| Name | Tax Bill | Address |
| | Y | |
| | N | |
| | N | |
| | N | |
| | N | |

No Property Photo

| Billing | | | |
|------------------------------|-------------------------------------|-------------------------------------|------------|
| | 1st Installment (Due 06/04/2024) | 2nd Installment (Due 09/04/2024) | Totals |
| Tax Billed | \$628.49 | \$628.49 | \$1,256.98 |
| Penalty Billed | \$0.00 | \$0.00 | \$0.00 |
| Cost Billed | \$0.00 | \$0.00 | \$0.00 |
| Fees/Liens/SSA Billed | \$0.00 | \$0.00 | \$0.00 |
| Total Billed | \$628.49 | \$628.49 | \$1,256.98 |
| Amount Paid | \$628.49 | \$628.49 | \$1,256.98 |
| Total Unpaid | \$0.00 | \$0.00 | \$0.00 |
| Paid By | LB #10001-10023 05/14/24 | LB #10001-10012 08/28/24 | |
| Date Paid | 5/14/2024 | 8/28/2024 | |

TAX INFORMATION | 9

10/16/24, 9:27 AM

Parcel Details for 2027200006

| Assessments | | | | | | | |
|---------------------------|----------|----------|-----------|---------------|---------|--------|------------------|
| Level | Homesite | Dwelling | Farm Land | Farm Building | Mineral | Total | Partial Building |
| DOR Equalized | 0 | 0 | 15,270 | 0 | 0 | 15,270 | No |
| Department of Revenue | 0 | 0 | 15,270 | 0 | 0 | 15,270 | No |
| Board of Review Equalized | 0 | 0 | 15,270 | 0 | 0 | 15,270 | No |
| Board of Review | 0 | 0 | 15,270 | 0 | 0 | 15,270 | No |
| Informal Hearing | 0 | 0 | 15,270 | 0 | 0 | 15,270 | No |
| S of A Equalized | 0 | 0 | 15,270 | 0 | 0 | 15,270 | No |
| Supervisor of Assessments | 0 | 0 | 15,270 | 0 | 0 | 15,270 | No |
| Township Assessor | 0 | 0 | 15,270 | 0 | 0 | 15,270 | No |
| Prior Year Equalized | 0 | 0 | 12,943 | 0 | 0 | 12,943 | No |

No Exemptions

| Farmland | | |
|----------------|-----------------|---------------|
| Land Type | Acres | EAV |
| CROPLAND | 126.3300 | 55,694 |
| OTHER FARMLAND | 2.7200 | 209 |
| ROADWAY | 0.0000 | 0 |
| Totals | 129.0500 | 55,903 |

[Click to open Farmland Details](#)

No Forfeiture Information

| Parcel Genealogy | | | | | |
|------------------|---------------|--------|------|-----------------------|-----------|
| Relationship | Parcel Number | Action | Year | Change Effective Year | Completed |
| Parent Parcel | 2022400004 | Split | 2005 | 2005 | Yes |

10 | TAX INFORMATION

10/16/24, 9:27 AM

Parcel Details for 2027200006

| Taxing Bodies | | |
|----------------------------|-----------------|-------------------|
| District | Tax Rate | Extension |
| LIMESTONE HSD #310 | 2.624540 | \$400.77 |
| HOLLIS GSD #328 | 2.581570 | \$394.21 |
| PEORIA COUNTY | 0.824100 | \$125.85 |
| I C C J C #514 | 0.459100 | \$70.10 |
| HOLLIS TWP PKD | 0.455110 | \$69.50 |
| ALPHA PARK LBRY DIST | 0.361520 | \$55.20 |
| RD & BR HOLLIS | 0.291160 | \$44.46 |
| TIMBER-HOLLIS FPD | 0.269610 | \$41.17 |
| GREATER METRO AIRPORT AUTH | 0.223660 | \$34.15 |
| HOLLIS TWP | 0.140870 | \$21.51 |
| PEORIA COUNTY SOIL & WATER | 0.000400 | \$0.06 |
| TOTAL | 8.231640 | \$1,256.98 |

- LIMESTONE HSD #...
- HOLLIS GSD #328
- PEORIA COUNTY
- I C C J C #514
- HOLLIS TWP PKD
- ALPHA PARK LBRY...
- RD & BR HOLLIS
- TIMBER-HOLLIS FPD
- GREATER METRO...
- HOLLIS TWP
- Other

| Payment History | | | |
|-----------------|--------------|------------|---------------|
| Tax Year | Total Billed | Total Paid | Amount Unpaid |
| 2023 | \$1,256.98 | \$1,256.98 | \$0.00 |
| 2022 | \$1,063.00 | \$1,063.00 | \$0.00 |
| 2021 | \$792.70 | \$792.70 | \$0.00 |

[Show 16 More](#)

No Redemptions

| Sales History | | | | | | | | |
|---------------|------------|-----------|-----------|---------|---------|-------------|-------------------|-----------|
| Year | Document # | Sale Type | Sale Date | Sold By | Sold To | Gross Price | Personal Property | Net Price |
| 1999 | 9916195 | | 5/5/1999 | | | | | |

10/16/24, 9:27 AM

Parcel Details for 2027200006

Disclaimer

Please make check payable to "Peoria County Collector" and mail payment to:

Peoria County Collector
PO Box 1925
Peoria, IL 61656-1925

1st Installment Due: 6/4/2024

2nd Installment Due: 9/4/2024

Last day to pay to avoid Tax Sale: 11/1/2024

Tax Sale: 11/4/2024

Please make sure the Supervisor of Assessments has your most current address on file.

Failure to receive a real estate tax bill or receiving it late for any reason does not relieve the taxpayer of penalties accruing if taxes are not paid by their respective due dates.

Downloadable Forms

12 | LEVEE TAX 1

PEKIN LAMARSH DRAINAGE AND LEVEE DISTRICT
P.O. BOX 875, PEKIN, IL. 61555-0875

ATTORNEY FOR THE DISTRICT:
Valerie M. Moehle
P.O. Box 875
Pekin, IL. 61555-0875

COMMISSIONERS:
Bruce E. Bontz
Mary A. Bontz
Bradley A. Burrell

10/16/2024

PAID IN FULL

The following is the Annual Maintenance Assessment of the District for the Fiscal year from the first Tuesday in September, 2023 through Labor Day, 2024:

| TAX ID NUMBER | ACRES | TOTAL ACRES | ANNUAL MAINTENANCE PER ACRE | TOTAL DUE |
|---------------|---------|----------------|-----------------------------|--------------------|
| 20-27-200-006 | 20.0043 | | 48.50 31% of 50% | |
| 20-26-100-002 | 70.9850 | | 48.50 | |
| TOTAL | | 90.9893 | 48.50 | \$ 4,412.98 |

Annual Maintenance Assessment due 01-01-2024; one half of the Annual Maintenance Assessment shall become delinquent, if unpaid on the first day of the following June, and the remaining half shall become delinquent, if unpaid on the first day of the following September. Delinquent Annual Maintenance Assessments, or portions thereof, shall draw interest at the rate of one-half of 1% per calendar month or fraction thereof, from the date of the delinquency until paid in full.

You can mail payments directly to Attorney's office at the above address or use the enclosed self-addressed return envelope and mail to Treasurer's office. THANK YOU

PEKIN LAMARSH DRAINAGE AND LEVEE DISTRICT
 P.O. BOX 875, PEKIN, IL. 61555-0875

ATTORNEY FOR THE DISTRICT:
 Valerie M. Moehle
 P.O. Box 875
 Pekin, IL. 61555-0875

COMMISSIONERS:
 Bruce E. Bontz
 Mary A. Bontz
 Bradley A. Burrell

12/19/2023

The following is the Annual Maintenance Assessment of the District for the Fiscal year from the first Tuesday in September, 2023 through Labor Day, 2024:

| TAX ID NUMBER | ACRES | TOTAL ACRES | ANNUAL MAINTENANCE PER ACRE | TOTAL DUE |
|---------------|---------|----------------|-----------------------------|--------------------|
| 20-27-200-006 | 36.5240 | | 48.50 | |
| 56.6% of 50% | | | | |
| TOTAL | | 36.5240 | 48.50 | \$ 1,771.41 |

Annual Maintenance Assessment due 01-01-2024; one half of the Annual Maintenance Assessment shall become delinquent, if unpaid on the first day of the following June, and the remaining half shall become delinquent, if unpaid on the first day of the following September. Delinquent Annual Maintenance Assessments, or portions thereof, shall draw interest at the rate of one-half of 1% per calendar month or fraction thereof, from the date of the delinquency until paid in full.

You can mail payments directly to Attorney's office at the above address or use the enclosed self-addressed return envelope and mail to Treasurer's office. **THANK YOU**

14 | LEVEE TAX 3

Pekin & LaMarsh Drainage and Levee District

PO Box 875
 410 Broadway Rd
 Pekin, IL 61554
 Telephone: 309 347-4141

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 8/15/2024 | 7 |

Bill To

[Empty box for Bill To details]

The following is the Annual Maintenance Assessment of the District, for the Fiscal year from the 1st Tuesday in September, 2023, through Labor Day, 2024.

Annual Maintenance Assessment are due 01-01-2024; one half of the Annual Maintenance Assessment shall become delinquent, if unpaid on the first day of the following June, and the remaining half shall become delinquent, if unpaid on the first day of the following September. Delinquent Annual Maintenance Assessments, or portions thereof, shall draw interest at the rate of one-half of 1% per calendar month or a fraction thereof, from the date of the delinquency until paid in full.

| No. of Acres | Item Code | Description | Price Each | Amount |
|------------------------------------|------------------------|----------------------------|------------|-----------|
| 64.53 | Annual Maintenance ... | TAX ID 20-27-200-006 @ 50% | 48.50 | 3,129.71 |
| | note | PAYMENT RECEIVED 6/13/2024 | -1,564.85 | -1,564.85 |
| <i>Thank you for your payment!</i> | | | | |

Total \$1,564.86

You can mail your payments to the Attorney's office at the above address, or use the enclosed envelope to mail payments directly to the Treasurer's office.

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 27, TOWNSHIP 7 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS

0' 300' 600'
SCALE: 1" = 300'

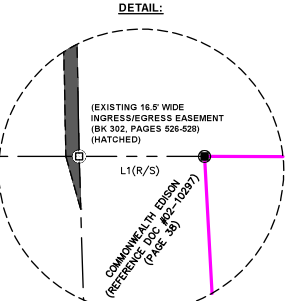
LEGEND

N/F NOW OR FORMERLY

FOUND CONCRETE MON.

FOUND IRON ROD

SET (1/2"x24") IRON ROD W/ CAP STAMPED "JONES INC PDF 5094"



State of Illinois)
County of Peoria) ss

I, We, _____ the Donor(s) of Record of the real estate shown and described herein, do hereby certify, authorize and acknowledge that we have platted said real estate, and do hereby grant and declare to and for the benefit of the tract of real estate described herein all ingress and egress easements shown and described herein. Also, to the best of my knowledge the tract shown and described herein is located in LIMESTONE HSD #310 (Dist # 700).

Given under my hand and Seal this ____ day of _____ 2024.

By: _____
Owner of Record

By: _____
Owner of Record

Subscribed and Sworn to before me this ____ day of _____ 2024.

Notary Public



LAND DESCRIPTION:

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 27, TOWNSHIP 7 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD MARKING THE NORTH QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE NORTH LINE OF SAID QUARTER, SOUTH 89 DEGREES 58 MINUTES 36 SECONDS EAST, 155.50 FEET TO A SET IRON ROD MARKING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED.

FROM THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 58 MINUTES 36 SECONDS EAST, 2397.49 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 01 DEGREES 23 MINUTES 50 SECONDS EAST, 2497.00 FEET TO A FOUND IRON ROD ON THE SOUTH LINE OF SAID QUARTER; THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 54 MINUTES 15 SECONDS WEST, 1696.80 FEET TO THE EXISTING EASTERN TOE OF THE LEVEE, AS LOCATED ON OCTOBER 23, 2024; THENCE LEAVING SAID SOUTH LINE, ALONG SAID EASTERN TOE OF THE LEVEE, THE FOLLOWING FOUR COURSES AND DISTANCES: NORTH 46 DEGREES 50 MINUTES 48 SECONDS WEST, 358.91 FEET; THENCE NORTH 44 DEGREES 50 MINUTES 19 SECONDS WEST, 191.27 FEET; THENCE NORTH 49 DEGREES 00 MINUTES 06 SECONDS WEST, 187.36 FEET; THENCE NORTH 54 DEGREES 07 MINUTES 04 SECONDS WEST, 150.86 FEET TO A SET IRON ROD; THENCE LEAVING SAID EASTERN TOE OF THE LEVEE, NORTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, 1911.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINING 130.96 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF OCTOBER 2024, AND IS SUBJECT TO ALL ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PREScription, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

Health Department Note. "This tract survey does not provide for, nor imply, assurance of the compatibility for future construction utilizing a private sewage disposal system. A permit shall be obtained from the Peoria City/County Health Department prior to start of construction."

Water Note. "There is no public water provider to this parcel. Development of the parcel requires a well permit from the Peoria City/County Health Department before the start of construction." shall appear on the tract survey.

"Notice to the Public: The creation of long private driveways may result in increased response time or inaccessibility by emergency service vehicles."

"This parcel is zoned "A-2" Agricultural2 District.

SURVEYOR'S CERTIFICATION:

TO: STEVE MOOBERRY

THIS STATES THAT WE, THE JONES CORPORATION, PROFESSIONAL LAND SURVEYORS IN THE STATE OF ILLINOIS, HAVE SURVEYED THE ABOVE DESCRIBED TRACT OF LAND AND FURTHER CERTIFY THAT TO THE BEST OF OUR INFORMATION, KNOWLEDGE, AND BELIEF, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THAT SURVEY AND WAS EXECUTED IN ACCORDANCE WITH THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

JONES SURVEYING & ENGINEERING CORPORATION
PROFESSIONAL DESIGN FIRM NO: 5094

PROJECT NO: 2024-255

ROYCE P. JONES,
IL. PROFESSIONAL LAND SURVEYOR NO. 035-003844

DATED: OCTOBER 29, 2024

MY LICENSE EXPIRES NOVEMBER 30, 2026

State of Illinois)
County of Peoria) ss

This tract survey hereby is approved in accordance with the provisions of the Plat Act of Illinois (55 ILCS 5/5-1041) and Sections 3.14 ("Subdivision"), 3.15 ("Subdivision Walkers and Appeals"), 3.16 ("Plat Approval"), and Article 8, Subdivisions, of this Chapter 20 of the Peoria County Code. It is in conformance with the goals and objectives of the County's Comprehensive Land Use Plan.

Given under my hand and Seal this ____ day of _____ 20__

State of Illinois)
County of Peoria) ss

I hereby certify that I find no delinquent taxes, unpaid current taxes, delinquent special assessments or unpaid current special assessments against any of the real estate embraced in the attached Plat of Survey and Description. Given under my hand and Seal this ____ day of _____ 20__

County Clerk Deputy County Clerk (SEAL)

Peoria County Plat Officer (SEAL)



client Steve Mooberry

BOUNDARY SURVEY

JONES SURVEYING & ENGINEERING CORP.

245 BRIVER ROAD
MILFORD, IL 61455
PHONE: 309-253-2534
FAX: 309-833-2533
www.thejonescorp.com

ILLINOIS, IOWA, MISSOURI, & INDIANA
LICENSED IN ILLINOIS, IOWA, MISSOURI, & INDIANA

DRAWN BY RPJ

CHECKED BY RPJ/CTF

DATE 10.29.2024

Job Number 2024-255

Sheet Number 1 OF 1



**THE OWNER OF THIS PROPERTY
RETAINS THE FARMING RIGHTS
AND CREP PAYMENTS TO THE
8.3± ACRES THAT COM EDISON
OWNS ON THE WEST SIDE OF THE
PROPERTY. PLEASE SEE PAGES 37-
39 FOR MORE INFORMATION.**

| | | |
|--|--|--|
| ILLINOIS PEORIA Form: FSA-156EZ See Page 3 for non-discriminatory Statements. | United States Department of Agriculture Farm Service Agency Abbreviated 156 Farm Record | FARM : 5689 Prepared : 8/22/24 9:47 AM CST Crop Year : 2024 |
|--|--|--|

Operator Name :
CRP Contract Number(s) : 10059B, 10060B
Recon ID : None
Transferred From : None
ARCPLC G/W Eligibility : Eligible

| Farm Land Data | | | | | | | | | |
|--------------------|--------------------|------------------------|----------------|------|--------|------|----------------------|-------------|------------------|
| Farmland | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane | Farm Status | Number Of Tracts |
| 134.56 | 134.56 | 134.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 | Active | 2 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | | CRP | MPL | DCP Ag.Rel. Activity | SOD | |
| 0.00 | 0.00 | 1.26 | 0.00 | | 133.30 | 0.00 | 0.00 | 0.00 | |

| Crop Election Choice | | |
|----------------------|------------|---------------------|
| ARC Individual | ARC County | Price Loss Coverage |
| None | CORN | None |

| DCP Crop Data | | | | |
|---------------|------------|-----------------------------|-----------|-----|
| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield | HIP |
| Corn | 0.90 | 98.20 | 128 | 0 |
| Soybeans | 0.00 | 34.10 | 0 | |
| TOTAL | 0.90 | 132.30 | | |

| NOTES |
|-------|
| |

Tract Number : 5028
Description : L-14-5 1AB Sec 27 Hollis Twp
FSA Physical Location : ILLINOIS/PEORIA
ANSI Physical Location : ILLINOIS/PEORIA
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations :
Owners :
Other Producers :
Recon ID : None

| Tract Land Data | | | | | | | |
|-----------------|----------|--------------|------|------|------|------|-----------|
| Farm Land | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
| 36.08 | 36.08 | 36.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |

This FSA document includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

ILLINOIS
PEORIA
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5689
Prepared : 8/22/24 9:47 AM CST
Crop Year : 2024

Tract 5028 Continued ...

| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP | MPL | DCP Ag. Rel Activity | SOD |
|--------------------|--------------------|------------------------|----------------|-------|------|----------------------|------|
| 0.00 | 0.00 | 0.28 | 0.00 | 35.80 | 0.00 | 0.00 | 0.00 |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |
|--------------|-------------|-----------------------------|-----------|
| Corn | 0.00 | 26.00 | 0 |
| Soybeans | 0.00 | 9.00 | 0 |
| TOTAL | 0.00 | 35.00 | |

NOTES

Tract Number : 5030

Description : L-14-5 1AB Sec 27 Hollis Twp
FSA Physical Location : ILLINOIS/PEORIA
ANSI Physical Location : ILLINOIS/PEORIA
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners :
Other Producers : None
Recon ID : None

Tract Land Data

| Farm Land | Cropland | DCP Cropland | WBP | EWP | WRP | GRP | Sugarcane |
|--------------------|--------------------|------------------------|----------------|-------|------|----------------------|-----------|
| 98.48 | 98.48 | 98.48 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | CRP | MPL | DCP Ag. Rel Activity | SOD |
| 0.00 | 0.00 | 0.98 | 0.00 | 97.50 | 0.00 | 0.00 | 0.00 |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield |
|--------------|-------------|-----------------------------|-----------|
| Corn | 0.90 | 72.20 | 128 |
| Soybeans | 0.00 | 25.10 | 0 |
| TOTAL | 0.90 | 97.30 | |

NOTES

This FSA document includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

ILLINOIS
PEORIA
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5689
Prepared : 8/22/24 9:47 AM CST
Crop Year : 2024

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

22 | FSA MAP



Peoria County, Illinois



| Legend | |
|--------|----------------|
| | Tract Boundary |
| | Non-Cropland |
| | Cropland |
| | CRP |

| Wetland Determination Identifiers | |
|-----------------------------------|--|
| | Restricted Use |
| | Limited Restrictions |
| | Exempt from Conservation Compliance Provisions |

2024 Program Year
Map Created January 31, 2024

Farm **5689**
Tract **5030**

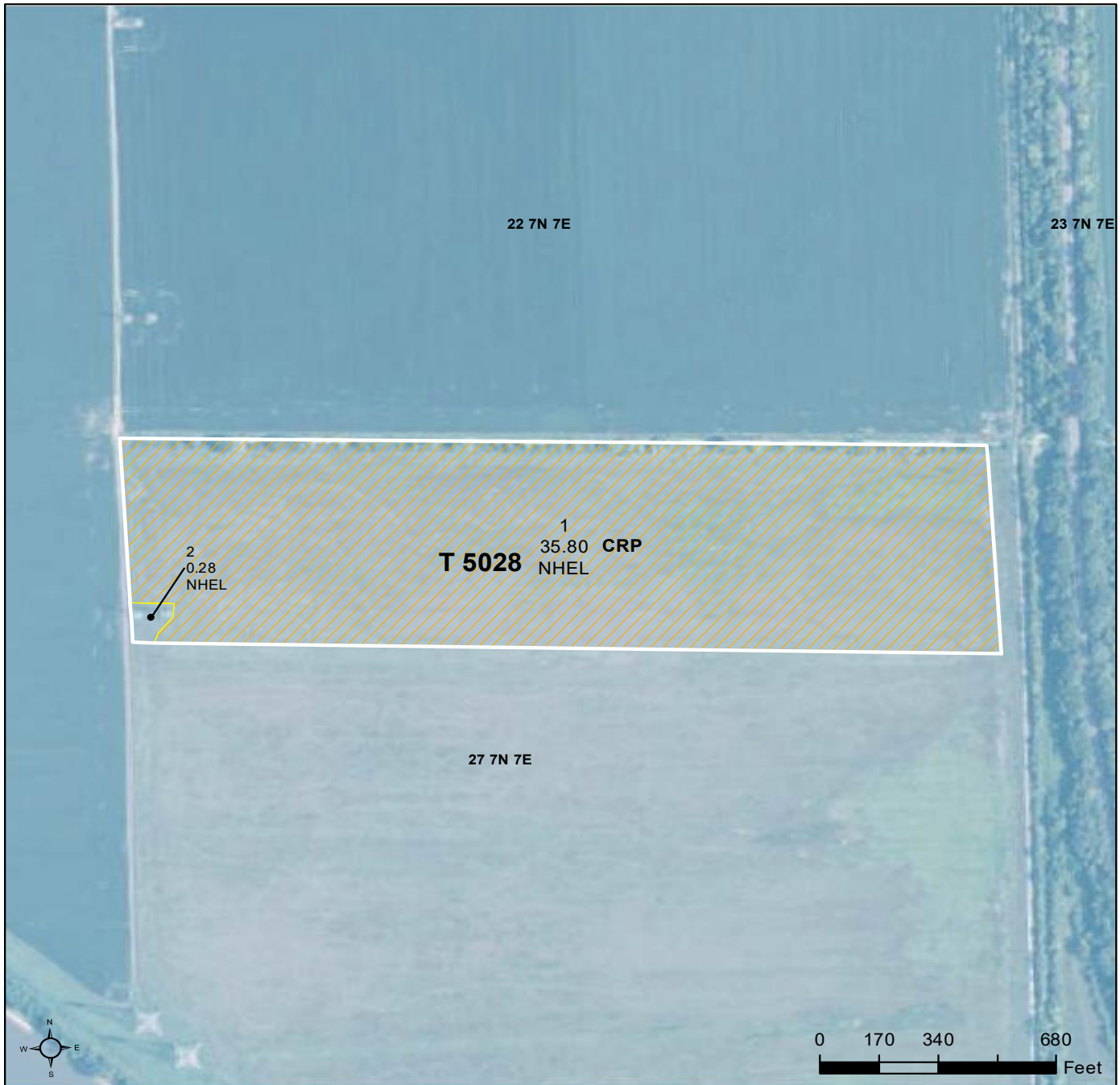
Tract Cropland Total: 98.48 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

This FSA map includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)



Peoria County, Illinois



Legend

- Tract Boundary
- Non-Cropland
- Cropland
- CRP

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2024 Program Year
 Map Created January 31, 2024
Farm 5689
Tract 5028

Tract Cropland Total: 36.08 acres

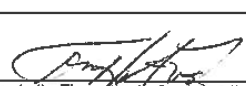
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

This FSA map includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

24 | CREP CONTRACT 1

This form is available electronically.

Page 2 of 2

| | | | | | | | |
|---|--|--|-----------------|---|-----------------------|--|--|
| CRP-1 (10-22-15) | | U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation | | 1. ST. & CO. CO. ADMIN. LOCATION 17-143 | | 2. SIGN-UP NUMBER 44 APR 25 2017 PEORIA COUNTY FSA | |
| CONSERVATION RESERVE PROGRAM CONTRACT | | | | 3. CONTRACT NUMBER 10060B | | 4. ACRES FOR ENROLLMENT 35.80 | |
| 7A. COUNTY OFFICE ADDRESS (Include Zip Code) Peoria County FSA Office 6715 N Smith Rd Edwards, IL. 61528-9588 | | | | 5. FARM NUMBER 5689 | | 6. TRACT NUMBER(S) 5028 | |
| 7B. TELEPHONE NUMBER (Include Area Code): 309-671-7040 | | | | 8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/> | | 9. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10/1/2013 9/30/2028 | |
| <p>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.</p> | | | | | | | |
| 10A. Rental Rate Per Acre \$ 317.76 | | 11. Identification of CRP Land (See Page 2 for additional space) | | | | | |
| 10B. Annual Contract Payment \$ 11376 | | A. Tract No. | B. Field No. | C. Practice No. | D. Acres | E. Total Estimated Cost-Share | |
| 10C. First Year Payment \$ | | 5028 | 1 | CP-4D | 35.80 | 22375 | |
| (Item 10C applicable only to continuous signup when the first year payment is prorated.) | | | | | | | |
| 12. PARTICIPANTS (If more than three individuals are signing, see Page 3.) | | | | | | | |
| A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): | | (2) SHARE | (3) SIGNATURE | | (4) DATE (MM-DD-YYYY) | | |
| | | 15.50 % | Ste Markley | | 4/24/17 | | |
| B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): | | (2) SHARE | (3) SIGNATURE | | (4) DATE (MM-DD-YYYY) | | |
| | | 0.00 % | Ste Markley P&A | | 4/24/17 | | |
| C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): | | (2) SHARE | (3) SIGNATURE | | (4) DATE (MM-DD-YYYY) | | |
| | | 50.00 % | Ste Markley P&A | | 4/24/17 | | |
| 13. CCC USE ONLY | | A. SIGNATURE OF CCC REPRESENTATIVE | | | | B. DATE (MM-DD-YYYY) | |
| | |  | | | | 5-31-2017 | |
| <p>NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.</p> <p>This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</p> | | | | | | | |

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

Original - County Office Copy Owner's Copy Operator's Copy

This CRP contract includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

| 12. PARTICIPANTS (CONTINUED FROM PAGE 1) | | | |
|---|-----------|---------------|-----------------------|
| A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): | (2) SHARE | (3) SIGNATURE | (4) DATE (MM-DD-YYYY) |
| 5 | 0.00 % | St Mary POA | 4/24/17 |
| 2 | 28.30 % | St Mary POA | 4/24/17 |
| 8 | 6.20 % | St Mary POA | 4/24/17 |
| 8 | 0.00 % | St Mary POA | 4/24/17 |
| | % | | |
| | % | | |
| | % | | |
| | % | | |
| | % | | |
| | % | | |
| | % | | |
| | % | | |
| | % | | |
| | % | | |

Original – County Office Copy

Owner's Copy

Operator's Copy

This CRP contract includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

26 | CREP CONTRACT 2

| | | | | | |
|---|--|---|--|--|---|
| CRP-1 U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT | | 1. ST. & CO. CODE & ADMIN. LOCATION 17 143 | | 2. SIGN-UP NUMBER 44 | |
| | | 3. CONTRACT NUMBER 10059C | | 4. ACRES FOR ENROLLMENT 97.50 | |
| 5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) PEORIA COUNTY FARM SERVICE AGENCY 6715 N SMITH RD EDWARDS, IL61528-9588 | | 6. TRACT NUMBER 5030 | | 7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2013 TO: (MM-DD-YYYY) 09-30-2027 | |
| 5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code) (309) 671-7040 x2 | | 8. SIGNUP TYPE: CREP - Illinois | | | |
| <p><i>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.</i></p> | | | | | |
| 9A. Rental Rate Per Acre \$ 313.17 | | 10. Identification of CRP Land (See Page 2 for additional space) | | | |
| 9B. Annual Contract Payment \$ 30,534.00 | | A. Tract No. 5030 | B. Field No. 0001 | C. Practice No. CP4D | D. Acres 97.50 |
| 9C. First Year Payment \$ | | | | | E. Total Estimated Cost-Share \$ 60,938.00 |
| (Item 9C is applicable only when the first year payment is prorated.) | | | | | |
| 11. PARTICIPANTS (If more than three individuals are signing, see Page 3.) | | | | | |
| A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) | | (2) SHARE 15.50% | (3) SIGNATURE (By) St A Morley | (4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY Self | (5) DATE (MM-DD-YYYY) 11/2/20 |
| B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) | | (2) SHARE 50.00% | (3) SIGNATURE (By) St A Morley | (4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY POA | (5) DATE (MM-DD-YYYY) 11/2/20 |
| C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) | | (2) SHARE 28.30% | (3) SIGNATURE (By) St A Morley | (4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY POA | (5) DATE (MM-DD-YYYY) 11/2/20 |
| 12. CCC USE ONLY | | A. SIGNATURE OF CCC REPRESENTATIVE Sin DU | | | B. DATE (MM-DD-YYYY) 11/2/20 |
| <p>NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program</p> <p>Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.</p> | | | | | |

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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PEORIA COUNTY FSA

This CRP contract includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

27 | CPO CONTRACT 1

| U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE | | CONSERVATION PLAN OR SCHEDULE OF OPERATIONS | | | NRCS-CFA-1155 |
|--|--|---|--------------------------------------|-----------------|---------------|
| PARTICIPANT MOOBERRY FAMILY FARM LLC | | COUNTY AND STATE PEORIA, ILLINOIS | PROGRAM AND CONTRACT NUMBER 10060 | | FUND CODE |
| LAND UNITS OR LEGAL DESCRIPTION Tract: 5028 Fields: 1 | | WATERSHED | ACRES 35.8 | EXPIRATION DATE | |

Contract Item 1 Conservation Cover (327)

CP-4D: Permanent Wildlife Habitat - 50pt. Establish a mixed stand of at least 5 predominantly native species of grasses, trees, shrubs, forbs or legumes according to approved wildlife conservation plan. See wildlife conservation plan for species of grasses, forbs or legumes to be planted. Plant approved cover within 12 months of the effective date of the CRP-1 contract. Operation and Maintenance: Mow only as needed to control weeds during establishment. Delay mowing on cool season grass stands until after August 1 once stand is established and only for weed or volunteer tree control. Mowing is prohibited for merely cosmetic reasons. Keep mowing height above grass and forb seedlings. Spot mowing or spot spraying to control weeds or trees is allowed with prior NRCS consent. Protect woody plantings from fire. All noxious weeds will be controlled. Weed control will be performed for the duration of the contract to ensure the permanent cover of grasses and forbs is maintained. Cost-share is not allowed for pesticides used to maintain or enhance production of vegetation. Haying and grazing is not authorized on CRP except when approved by the FSA County Committee. A haying or grazing plan must be developed by NRCS or a Technical Service Provider.

Fields: Tract: 5028 Fields: 1

| Contract Item | PLANNED CONSERVATION TREATMENT | Planned Amount | Unit Cost | Cost Share Rate/ Method | Completion Schedule and Estimated Cost Share or Payment by Year | | | | | | | | | | |
|---------------|---|----------------|-------------|-------------------------|---|------|------|------|------|------|------|------|------|------|--|
| | | | | | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | |
| 1 | Conservation Cover (327) | 35.8 ac | | \$3700 | | | | | | | | | | | |
| 1a | Seed, Seedbed Prep, Seeding (Cool Season Grasses) | 3.4 AC | \$80.00/AC | 50% AM | 136 | | | | | | | | | | |
| 1b | Seed, Seedbed Prep, Seeding (Warm Season Grasses) | 32.4 AC | \$220.00/AC | 50% AM | 3564 | | | | | | | | | | |

Contract Item 2 Conservation Cover (327)

Management Activity - Interseeding. In the 3rd year of the contract after the seeding is established, a legume will be interseeded into the CRP area. The specie(s) and rate to be planted will be according to the NRCS Conservation Cover standard (327). The seeding will be conducted during approved seeding dates and outside of the primary nesting period.

Fields: Tract: 5028 Fields: 1

| Contract Item | PLANNED CONSERVATION TREATMENT | Planned Amount | Unit Cost | Cost Share Rate/ Method | Completion Schedule and Estimated Cost Share or Payment by Year | | | | | | | | | | |
|---------------|--|----------------|-------------|-------------------------|---|------|------|------|------|------|------|------|------|------|--|
| | | | | | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | |
| 2 | Conservation Cover (327) | 3.4 ac | | \$170 | | | | | | | | | | | |
| 2a | Mid-Contract Management - Interseeding | 3.4 AC | \$100.00/AC | 50% AM | | | | | 170 | | | | | | |

Contract Item 3 Prescribed Burning (338)

Management Activity - Burning. Beginning with the 3rd year after the seeding is considered established, 20-30% of the CRP area will be burned (unless the planner determines more or less of the CRP area should be burned) each year for the remainder of the contract. The area to be burned will be rotated so that the entire CRP area will be burned once every 3-4 years. The burn will be conducted according to a prescribed burn plan, equivalent to NRCS IL-Job Sheet 647FS and consistent with Federal, State and Local laws and regulations. The landowner is responsible for any required permits.

Fields: Tract: 5028 Fields: 1

| Contract Item | PLANNED CONSERVATION TREATMENT | Planned Amount | Unit Cost | Cost Share Rate/ Method | Completion Schedule and Estimated Cost Share or Payment by Year | | | | | | | | | | |
|---------------|-----------------------------------|----------------|------------|-------------------------|---|------|------|------|------|------|------|------|------|------|--|
| | | | | | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | |
| 3 | Prescribed Burning (338) | 32.4 ac | | \$908 | | | | | | | | | | | |
| 3a | Mid-Contract Management - Burning | 32.4 AC | \$28.00/AC | FR | | | | | 908 | | | | | | |

This CPO includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

CERTIFICATION OF PARTICIPANTS

Mooberry Family Farm LLC
 By Stu Mooberly Pres. 9/20/13
 MOOBERRY FAMILY FARM LLC DATE

Stu A Mooberly 9/20/13
 STEVEN A MOOBERRY DATE

Russell Roth By
Stu Mooberly POA 9/20/13
 RUSSELL ROTH DATE

Kenneth E Ropp By
Stu Mooberly POA 9/20/13
 KENNETH E ROPP DATE

Joyce Ropp By
Stu Mooberly POA 9/20/13
 JOYCE ROPP DATE

Thru King 9-20-2013

CERTIFICATION OF:

DISTRICT CONSERVATIONIST
Scott Wallace 9/19/13
 SCOTT WALLACE DATE

CONSERVATION DISTRICT
[Signature] 9-19-13
 PEORIA COUNTY SOIL & WATER DATE

PUBLIC BURDEN STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0578-0013. The time required to complete this information collection is estimated to average 45/0.75 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

PRIVACY ACT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

USDA NON-DISCRIMINATION STATEMENT

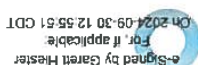
✓ see attached
Keith moosberry date

✓ see attached
Ronda moosberry date

✓ see attached
Joan Cashdollar date

✓ see attached
Rhonda moosberry date

09-30-24



9/19/2013

This CPO includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

| | | | | | |
|--|--|---|---------------|--------------------------------------|-----------------|
| U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE | | CONSERVATION PLAN OR SCHEDULE OF OPERATIONS | | NRCS-CPA-1155 | |
| PARTICIPANT MOOBERRY FAMILY FARM LLC | | COUNTY AND STATE PEORIA, ILLINOIS | | PROGRAM AND CONTRACT NUMBER 10059 | |
| LAND UNITS OR LEGAL DESCRIPTION Tract: 5030 Fields: 1 | | | WATERSHED | | EXPIRATION DATE |
| | | | ACRES 97.5 | | |

| Total Cost Share or Payment by Year | | | | | | | | Contract Payment |
|-------------------------------------|-------|------|------|------|-------|------|------|------------------|
| Year | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | |
| Amount(\$) | 9,576 | 0 | 0 | 0 | 1,403 | 793 | 709 | 12,481 |

NOTES: A. All items numbers on form NRCS-CPA-1155 must be carried out as part of this contract to prevent violation.
 B. When established, the conservation practices identified by the numbered items must be maintained by the participant at no cost to the government.
 C. All cost share rates are based on average cost (AC) with the following exceptions:
 AA = Actual costs not to exceed average cost. FR = Flat rate. PR = Payment rate. NC = Non cost-shared. AM = Actual cost not to exceed the specified maximum.
 D. By signing, the participant acknowledges receipt of this conservation plan including this form NRCS-CPA-1155 and agrees to comply with the terms and conditions here of.

| | | | | | |
|--|--|---------|--|---|---------|
| Certification of Participants | | | | | |
| Signature <u>MOOBERRY FAMILY FARM LLC</u> By <u>St. Marky P&A</u> MOOBERRY FAMILY FARM LLC | | Date | Signature <u>STEVEN A MOOBERRY</u> <u>St. Marky P&A</u> | | Date |
| | | 9/20/13 | | | 9/20/13 |
| Signature <u>RUSSELL ROTH</u> <u>St. Marky P&A</u> | | Date | Signature <u>JOYCE ROPP</u> <u>St. Marky P&A</u> | | Date |
| | | 9-20-13 | | | 9/20/13 |
| | | | | Signature <u>KENNETH E ROPP</u> <u>St. Marky P&A</u> Date 9-20-13 | |
| | | | | FSA Approving Official Date 9-20-2013 | |

| | | | |
|---|--|--|--|
| Signatures of Reviewing Officials | | Approved by Conservation District Representative | |
| NRCS Approving Official Signature <u>Scott Wallace</u> | | Signature <u>[Signature]</u> | |
| Date <u>9/19/13</u> | | Date <u>9-19-13</u> | |

X St. Marky P&A x 8/23/15
Keith Mooberry date

X St. Marky P&A x 8/23/15
Ronda Mooberry date

X St. Marky P&A x 8/23/15
Jean Cashdollar date

X St. Marky P&A x 8/23/15
Rhonda Mooberry date

X Ryan Zimmerman X date

X Everence X date

This CPO includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

30 | CPO CONTRACT 2

| | | | | |
|---|---|--|----------------------------|---------------|
| U.S. DEPARTMENT OF AGRICULTURE | | REVISION OF PLAN/SCHEDULE OF OPERATIONS | | NRCS-CPA-1156 |
| NATURAL RESOURCES CONSERVATION SERVICE | | OR MODIFICATION OF A CONTRACT | | |
| PARTICIPANT STEVEN A MOOBERRY | COUNTY AND STATE PEORIA COUNTY, ILLINOIS | PROGRAM AND CONTRACT NUMBER 10059B | FUND CODE | |
| LAND UNITS OR LEGAL DESCRIPTION Tract: 5030 Fields 1 | ACRES 97.5 | MODIFICATION NUMBER AND DATE 1 - 05/31/2018 | EXPIRATION DATE 9-30-27 | |

Contract Item 1 Conservation Cover (327)

CP-4D: Permanent Wildlife Habitat - 50pt. Establish a mixed stand of at least 5 predominantly native species of grasses, trees, shrubs, forbs or legumes according to approved wildlife conservation plan. See wildlife conservation plan for species of grasses, forbs or legumes to be planted. Plant approved cover within 12 months of the effective date of the CRP-1 contract. Operation and Maintenance: Mow only as needed to control weeds during establishment. Delay mowing on cool season grass stands until after August 1 once stand is established and only for weed or volunteer tree control. Mowing is prohibited for merely cosmetic reasons. Keep mowing height above grass and forb seedlings. Spot mowing or spot spraying to control weeds or trees is allowed with prior NRCS consent. Protect woody plantings from fire. All noxious weeds will be controlled. Weed control will be performed for the duration of the contract to ensure the permanent cover of grasses and forbs is maintained. Cost-share is not allowed for pesticides used to maintain or enhance production of vegetation. Haying and grazing is not authorized on CRP except when approved by the FSA County Committee. A haying or grazing plan must be developed by NRCS or a Technical Service Provider.

Fields: Tract: 5030 Fields: 1

| Contract Item | PLANNED CONSERVATION TREATMENT | Planned Amount | Unit Cost | Cost Share Rate/ Method | Completion Schedule and Estimated Cost Share or Payment by Year | | | | | | | | | | |
|---------------|--------------------------------|--------------------|-----------|-------------------------|---|------|------|------|------|------|------|------|------|------|--|
| | | | | | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | |
| | | | | | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | |
| 1 | Conservation Cover (327) | 97.5 ac 97.5 ac | NC | \$0 NC | 97.5 ac | | | | | | | | | | |

Contract Item 2 Early Successional Habitat Development/Management (647)

Management Activity - Strip Disking. Light disking within well-established grass stands. The area to be disked will be rotated so that the entire CRP area will be disked once every 2-3 years in accordance with the IL NRCS 647A Strip Disking Job Sheet provided prior to implementation of the practice. The disking operation will be conducted outside of the April 15-August 1 primary nesting period

Fields: Tract: 5030 Fields: 1

| Contract Item | PLANNED CONSERVATION TREATMENT | Planned Amount | Unit Cost | Cost Share Rate/ Method | Completion Schedule and Estimated Cost Share or Payment by Year | | | | | | | | | | |
|---------------|---|----------------|------------|-------------------------|---|------|------|------|------|------|------|------|------|------|--|
| | | | | | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | |
| | | | | | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | |
| 2 | Early Successional Habitat Development/Management (647) | 32.5 ac | | \$488 | | | | | | | | | | | |
| | Mid-Contract Management - Light Disking | 32.5 AC | \$15.00/AC | FR | | | | | | | 488 | | | | |

This CPO includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

31 | CPO CONTRACT 2

| | | | | | |
|---|--|---|--|--|--|
| U.S. DEPARTMENT OF AGRICULTURE | | REVISION OF PLAN/SCHEDULE OF OPERATIONS | | NRCS-CPA-1156 | |
| NATURAL RESOURCES CONSERVATION SERVICE | | OR MODIFICATION OF A CONTRACT | | | |
| PARTICIPANT STEVEN A MOOBERRY | | COUNTY AND STATE PEORIA COUNTY, ILLINOIS | | PROGRAM AND CONTRACT NUMBER 10059B | |
| LAND UNITS OR LEGAL DESCRIPTION Tract: 5030 Fields 1 | | ACRES 97.5 | | MODIFICATION NUMBER AND DATE 1 - 05/31/2018 | |
| | | | | FUND CODE | |
| | | | | EXPIRATION DATE | |

Contract Item 3 Early Successional Habitat Development/Management (647)

Management Activity - Strip Disking. Light disking within well-established grass stands. The area to be disked will be rotated so that the entire CRP area will be disked once every 2-3 years in accordance with the IL NRCS 647A Strip Disking Job Sheet provided prior to implementation of the practice. The disking operation will be conducted outside of the April 15-August 1 primary nesting period

Fields: Tract: 5030 Fields: 1

| Contract Item | PLANNED CONSERVATION TREATMENT | Planned Amount | Unit Cost | Cost Share Rate/ Method | Completion Schedule and Estimated Cost Share or Payment by Year | | | | | | | | | | |
|---------------|---|----------------|------------|-------------------------|---|------|------|------|------|------|------|------|------|------|--|
| | | | | | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | |
| 3 | Early Successional Habitat Development/Management (647) | 32.5 ac | | \$488 | | | | | | | | | | | |
| 3a | Mid-Contract Management - Light Disking | 32.5 AC | \$15.00/AC | FR | | | | | | | 488 | | | | |

Contract Item 4 Early Successional Habitat Development/Management (647)

Management Activity - Strip Disking. Light disking within well-established grass stands. The area to be disked will be rotated so that the entire CRP area will be disked once every 2-3 years in accordance with the IL NRCS 647A Strip Disking Job Sheet provided prior to implementation of the practice. The disking operation will be conducted outside of the April 15-August 1 primary nesting period

Fields: Tract: 5030 Fields: 1

| Contract Item | PLANNED CONSERVATION TREATMENT | Planned Amount | Unit Cost | Cost Share Rate/ Method | Completion Schedule and Estimated Cost Share or Payment by Year | | | | | | | | | | |
|---------------|---|----------------|------------|-------------------------|---|------|------|------|------|------|------|------|------|------|--|
| | | | | | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | |
| 4 | Early Successional Habitat Development/Management (647) | 32.5 ac | | \$488 | | | | | | | | | | | |
| 4a | Mid-Contract Management - Light Disking | 32.5 AC | \$15.00/AC | FR | | | | | | | | 488 | | | |

BASIS FOR MODIFICATION OR REVISION = participant wants to remove Prescribed Burning as Management Activity and substitute Strip Disking.

This CPO includes the farmland owned by Com Edison but farmed by the current owners (see page 37 regarding future use by the buyer.)

This deed references the 16.5' easement to the property from the west side via the lane off of W Cameron Road.

97-19637

FILED
PEORIA COUNTY
STATE OF ILLINOIS

1 JUL 97 14 55

Christina B. ...
REGISTRAR OF DEEDS

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantors, JOHN H. STAUTHAMMER, a married person, WILLIAM A. STAUTHAMMER, a married person, LOUIS E. STAUTHAMMER, a married person, GRACE I. DURHAM, a married person, and MARY J. BEHREND, a married person, for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, CONVEY AND WARRANT to MARY ALICE BONTZ the following described real estate, to-wit:

15.00

The Northwest Fractional Quarter of Section 27, Township 7 North, Range 7 East of the Fourth Principal Meridian; ALSO a strip of ground 16.5 feet wide off the entire East side of the Southwest 1/4 of Section 22, Township 7 North, Range 7 East of the Fourth Principal Meridian; situate, lying and being in the County of Peoria and State of Illinois. PIN 20-27-100-001

SUBJECT TO general real estate taxes for the year 1997, payable in 1998, and all years subsequent thereto.

SUBJECT TO valid covenants, easements and restrictions of record, if any.

SUBJECT TO rights of way for drainage ditches, feeders, laterals, underground drain tile or pipes, if any.

SUBJECT TO easement in favor of adjoining land owners over a strip of land 16.5 feet in width off the entire East side of the Southwest 1/4 of Section 22 as created by the Grant of Easement from Harry D. Jansen to William P. Herget recorded August 14, 1914 in Book 302, Page 526.

SUBJECT TO rights of way in favor of Super-Power Company of Illinois to construct, operate and maintain electrical transmission lines and/or telephone lines and the equipment appurtenant thereto in, upon, over, through and across the Southwest 1/4 of Section 22 as created by instruments recorded November 26, 1927 in Book 390, page 326; and recorded October 6, 1928 in Book 398, Page 172. Assignment of interest under easement made by Super-Power Company of Illinois to Commonwealth Edison Company by instruments recorded December 29, 1938 in Book 527, Page 461 and recorded in Book 532, Page 10.

173

97-19637

SUBJECT TO easement in favor of Central Illinois Light Company to install, maintain and remove a rectifier together with anodes, ground wires and other appurtenant equipment in, upon, over, through and across the Northerly 10 feet of even width of the Easterly 400 feet of even width of the Southwest 1/4 of Section 22 as created by instrument recorded September 28, 1970 as Document #70-11665.

SUBJECT TO rights of Pekin LaMarsh Levee and Drainage District and assessments for benefits derived therefrom

SUBJECT TO terms, conditions, provisions and agreements contained in the covenant made by James N. Jansen and Norman Jansen recorded October 12, 1967 as Document #67-14354.

SUBJECT TO rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the Illinois River, and the rights of the other owners of land bordering on the river in respect to the water of said river.

SUBJECT TO rights of the public, State of Illinois, municipality and public or quasi-public utilities in and to that portion of the premises taken, used or dedicated for public road purposes.

SUBJECT TO interest of Kim G. Nierstheimer and of all persons claiming thereunder, in and to a part of Parcel 5 in the Northeast corner thereof by virtue of mesne conveyances ending in the deed recorded as Document #86-09544.

The Grantors warrant that the above property is not their homestead.

DATED this 19 day of June, 1997.

John H. Stauthammer
JOHN H. STAUTHAMMER

William A. Stauthammer
WILLIAM A. STAUTHAMMER

Louis E. Stauthammer
LOUIS E. STAUTHAMMER

Grace I. Durham
GRACE I. DURHAM

Mary J. Behrends
MARY J. BEHRENDIS

97-19637

34 | EASEMENT TO PROPERTY

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That JOHN H. STAUTHAMMER, a married person, WILLIAM A. STAUTHAMMER, a married person, LOUIS E. STAUTHAMMER, a married person, GRACE I. DURHAM, a married person, and MARY J. BEHREND, a married person, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11 day of June, 1997.

Melvin Farris
Notary Public



100 one hundred



300 thirty

ILLINOIS COUNTY
TRANSFER TAX
\$ 65.00

Mail Tax Statements To:
Mary Alice Bontz
4702 S. Harkers Corner Road
Mapleton, IL 61547

This Instrument Prepared By:
Patrick E. Oberle
Elliff, Keyser, Oberle & Dancy, P.C.
109 S. Fourth Street
Pekin, IL 61555-0873

343

91-19637

This deed is the original document that grants the easement to the property from the west side via the lane off of W Cameron Road and includes a map of the easement.

FILED AUGUST 14TH A.D. 1914 AT 3:50 P.M.

THIS INDENTURE, Made this 22nd. day of June, A. D. 1914, between Harry D. Janssen, (a widower), grantor, of the one part, and William P. Herget, grantee, of the other part;

WHEREAS, the said HARRY D. JANSSEN, grantor, is seized of an estate in fee simple in possession, free from incumbrances, of a parcel of land situated in the County of Peoria, State of Illinois, and shown on the plat hereto annexed, (marked Exhibit "A" colored in red), extending from the highway or public road to the land owned by WILLIAM P. HERGET: said private road being more particularly described as follows, to-wit:-

Commencing at an old stone in the northeast corner of the southwest quarter of section twenty-two (22), in township seven (7) north, range seven (7) east of the fourth principal meridian, in Peoria County, Illinois; thence south 39.60 chains, thence west 0.25 chains, thence north 39.60 chains, thence east 0.25 chains to the place of beginning, containing 0.99 acres; and being a strip of land 16½ feet in width off of the entire east side of said quarter;

Also the following described parcel out of the northeast corner of the northwest fractional quarter of section twenty-seven (27), in township seven (7) north, range seven (7) east of the fourth principal meridian, in Peoria County, Illinois; commencing at the northeast corner of said fractional quarter; thence south 1.00 chain or 66 feet, thence north 14° 03' west 1.03 chains or 68 feet, thence east 0.25 chains or 16½ feet to the place of beginning, containing 0.012½ acres.

AND WHEREAS, the said WILLIAM P. HERGET, grantee, is seized in fee simple of the northeast quarter of section twenty-seven (27), in township twenty-seven (27) north, range seven (7) east of the fourth principal meridian, in Peoria County, Illinois, containing

about one hundred sixty (160) acres, more or less;

AND WHEREAS, the said HARRY D. JANSSEN, grantor, has agreed, in consideration of the sum of ONE DOLLAR and other good and valuable consideration to be paid by the said WILLIAM P. HERGET, grantee, to grant an easement or right of way over said private road previously described:

NOW, THIS INDENTURE WITNESSETH, That in pursuance of said agreement and in consideration of the sum of ONE DOLLAR and other good and valuable consideration paid by the said WILLIAM P. HERGET, grantee, to the said HARRY D. JANSSEN, grantor, the receipt whereof is hereby acknowledged, the said HARRY D. JANSSEN, grantor, hereby grants unto the said WILLIAM P. HERGET, grantee, his heirs and assigns, the full and free right for him and them, his and their tenants, servants, visitors and licensees, in common with all others having the like right at all times hereafter, with or without horses, cattle, carts, wagons, carriages, automobiles, or motor driven vehicles or other vehicles, for all purposes connected with the use of said WILLIAM P. HERGET, grantee's land, to pass and repass along said private road between the points before named; TO HOLD said easement to the said WILLIAM P. HERGET, grantee, his heirs and assigns, as appurtenant to said land of WILLIAM P. HERGET, grantee.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 22nd. day of June, A. D. 1914.

Harry D. Janssen (SEAL)

William P. Herget (SEAL)

528

Book 302

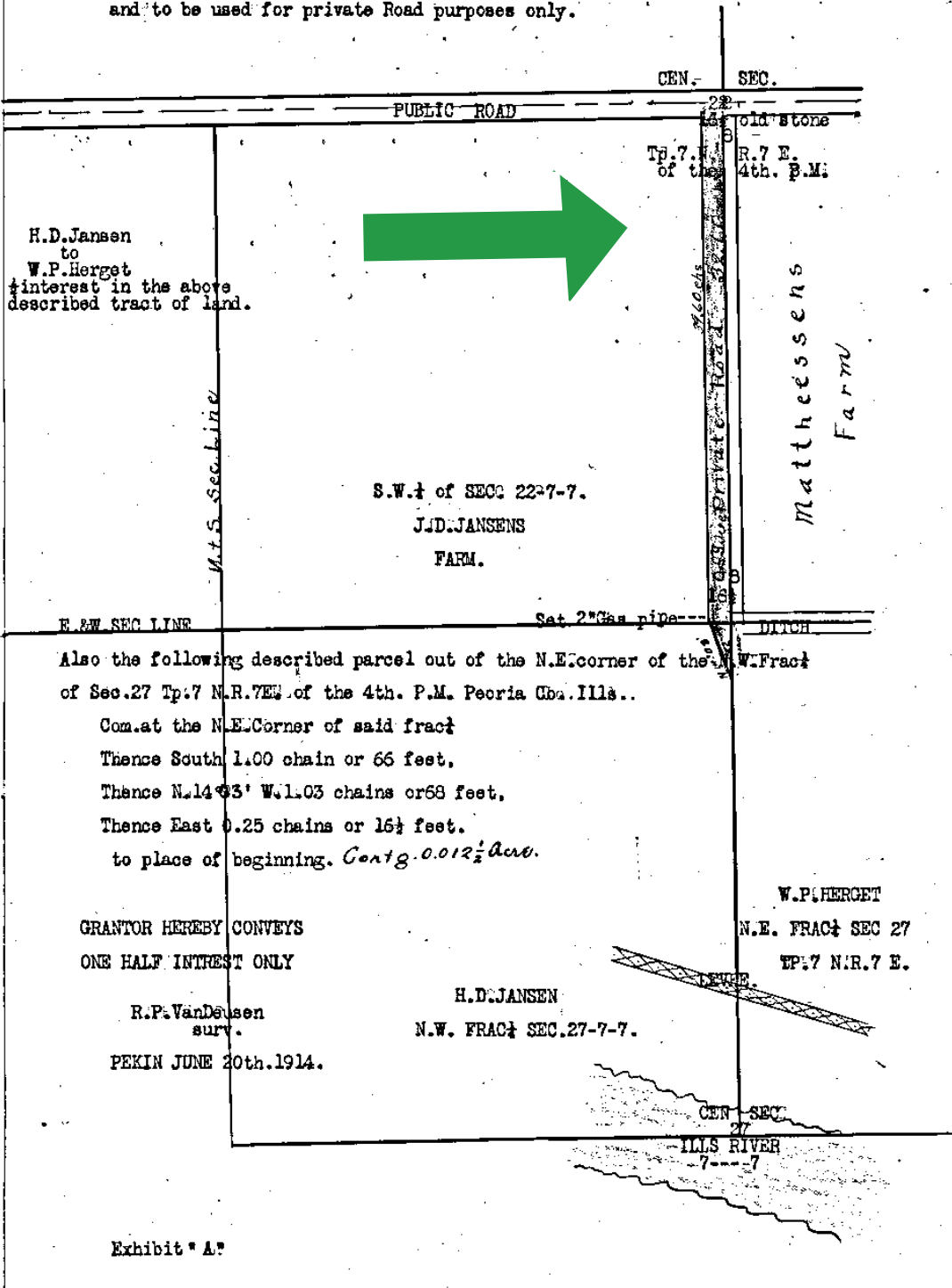
PLAT OF SURVEY OF PART OF S.W. 1/4 OF SEC. 22-7-7 EAST OF 4th. P.M. Peoria Ills

Description for Deed.

Commencing at an Old Stone in the N.E. corner of the S.W. 1/4 of Sec 22

Tp. 7 N. R. 7 E. of the 4th. P.M. Thence South 39.60 chains Thence West 0.25 Thence North 39.60 Thence East 0.25 to place of beginning Contg. 0.99 acre.

And being a strip of land 16 1/2 feet in width off of the entire East side of said 1/4 and to be used for private Road purposes only.



Also the following described parcel out of the N.E. corner of the W. Frac 1/4 of Sec. 27 Tp. 7 N. R. 7 E. of the 4th. P.M. Peoria Co. Ills..

Com. at the N.E. Corner of said tract Thence South 1.00 chain or 66 feet, Thence N. 14° 3' W. 1.03 chains or 68 feet, Thence East 0.25 chains or 16 1/2 feet. to place of beginning. Contg. 0.012 1/2 Acre.

GRANTOR HEREBY CONVEYS ONE HALF INTEREST ONLY

R.P. Vandusen surv. PEKIN JUNE 20th. 1914.

H.D. JANSEN N.W. FRAC 1/4 SEC. 27-7-7.

Exhibit "A"

38 | AGRICULTURAL USE PERMISSION

This deed references the 8.3+- acres that Com Edison currently owns on the west side of the sale property. This grants the owner of the farm for sale the use of the land for agricultural purposes.

FILED FEB. 7TH A. D. 1928 AT 8:31 A. M.

THE GRANTORS, WILLIAM P. HERGET AND AGNES M. HERGET, his wife, of the City of Pekin, County of Tazewell and State of Illinois, for the sum of One Dollar and other good and valuable considerations in hand paid, convey and warrant to SUPER-POWER COMPANY OF ILLINOIS, a corporation organized and existing under the laws of the State of Illinois, the following described real estate, to-wit:

HANDLE WITH CARE

From the North West Corner (N.W. Cor.) of the North East Quarter (N.E. 1/4) of Section Twenty-seven (Sec. 27), in Township Seven North (T. 7 N.), Range Seven East (R. 7 E.) of the Fourth Principal Meridian (4 P. M.) as the place of beginning, measure southwardly one thousand nine hundred forty-nine and three tenths (1949.3') feet along the west line of said quarter section to the north bank of the Illinois River; thence deflecting fifty degrees and twenty-eight minutes (50°28') to the left measure southeastwardly two hundred sixty-five and one-tenth (265.1') feet along said north bank of the Illinois River; thence deflecting one hundred twenty-nine degrees and thirty-two minutes (129°32') to the left, measure northwardly two thousand seventy-three (2073.0') feet to the north line of said quarter section; thence measure westwardly one hundred fifty-five and five-tenths (155.5') feet along the north line of said quarter section to the place of beginning;

Containing an area of eight and three-tenths (8.3) acres, more or less, situated in the County of Peoria in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

This conveyance is made subject to all unpaid drainage taxes and assessments, general or special, ordinary or extraordinary, which may become due subsequent to March 31st of the year 1928, and subject also to the right of the Pekin and LaMarsh Drainage and Levee District to maintain a levee over and upon the land hereby conveyed, reference being had for the location of said levee and for the location of the north bank of the Illinois River to the plat attached hereto and made a part of this instrument.

Grantors reserve the right to use said land, in connection with adjoining lands of the grantors constituting the remainder of said Northeast Quarter of said Section Twenty Seven (27), in growing and harvesting like crops as shall be grown on said remainder of said quarter section, provided that any such rights shall be exercised by grantors in such manner only as not to interfere with the construction, operation, maintenance, patrol and use by grantee, its successors and assigns, of electrical transmission lines, equipment and appurtenances, including telephone, on the lands hereby conveyed, or with other transmission line uses.

Grantors and grantee agree, by the execution and acceptance of this conveyance, that no conductor will be installed by grantee, its successors or assigns, in any of said lines with a clearance of less than fifteen and one-half (15 1/2') feet above the surface of the ground, and that neither grantee nor its successors nor assigns, shall construct or repair, or be required to construct or repair, any fence upon or along the east line of the said lands hereby conveyed.

And grantors and grantee further agree, by the execution and acceptance of this conveyance, that grantors, their heirs and assigns, may construct and maintain fences, with suitable provision therein for access to said lines, upon and along the north, south and west lines of said lands hereby conveyed, and shall construct and maintain such division fences, with like provision therein for such access, as may be required along said north, south and west lines of said land hereby conveyed.

Dated this 19 day of December 1927.

William P. Herget (SEAL)
 Agnes M. Herget (SEAL)

STATE OF ILLINOIS :
 : SS.
 COUNTY OF TAZEWELL:

I, E. M. Kumpf, a Notary Public in and for said County in the State aforesaid, do hereby certify that William P. Herget and Agnes M. Herget, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they

40 | AGRICULTURAL USE PERMISSION

6

signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

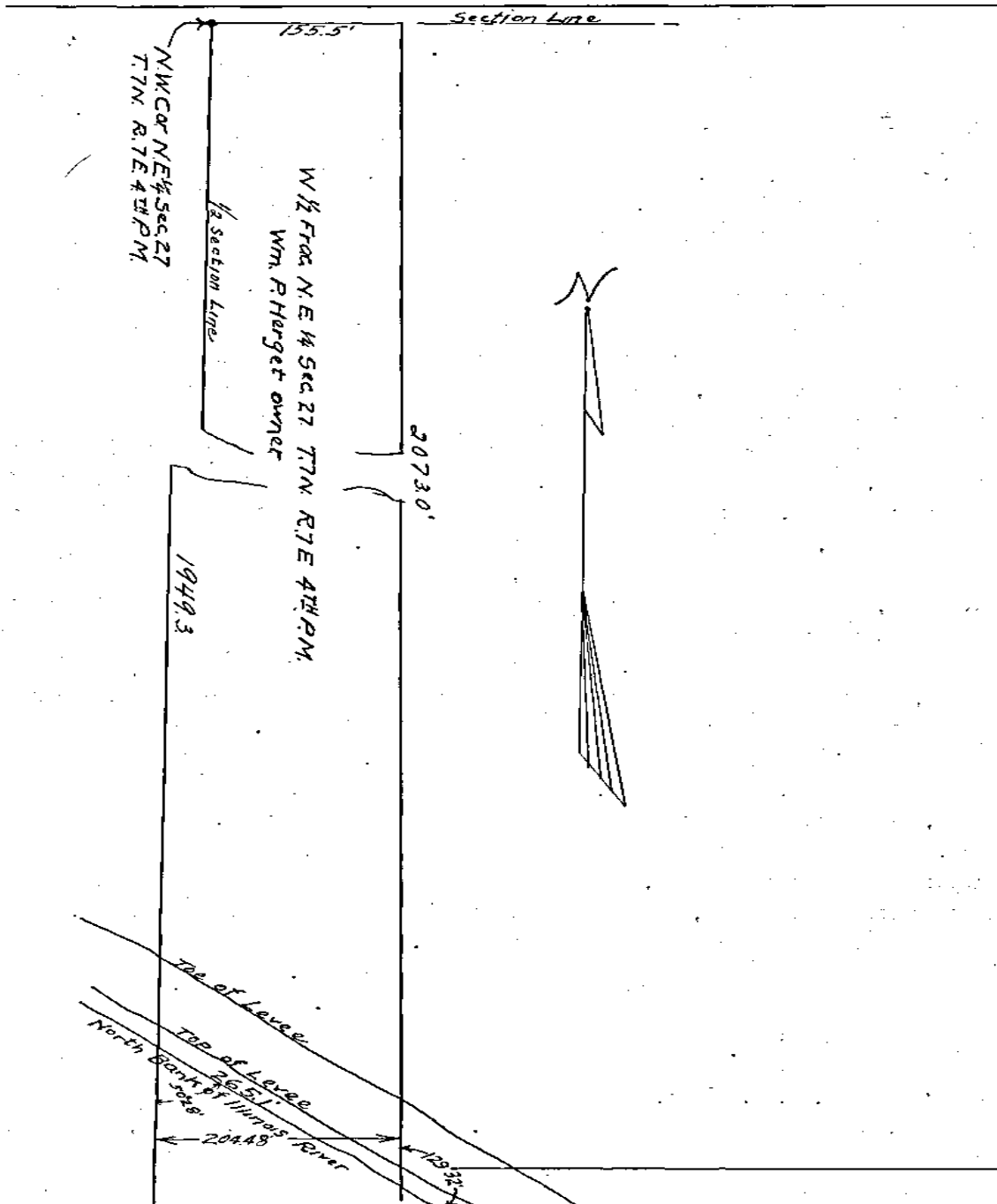
Given under my hand and notarial seal this 19th day of December

A. D. 1927.

* E. M. Kumpf *
* Notary Public *
* Tazewell County, Ill. *

E. M. Kumpf
Notary Public

My commission expires Feb. 21 1931.



PRELIMINARY TITLE COMMITMENT | 41

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

5245-2401247

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Michael J. Nolan
Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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42 | PRELIMINARY TITLE COMMITMENT

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5245-2401247

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

| ORIGINATING OFFICE: | FOR SETTLEMENT INQUIRIES, CONTACT: |
|--|--|
| Chicago Title Company 2886 W Willow Knolls Drive Peoria, IL 61614 Main Phone: (309)692-2854 Email: tricountyctdocs@cti.com | Chicago Title and Trust Company 2886 W Willow Knolls Drive Peoria, IL 61614 Main Phone: (309)692-2854 Main Fax: (309)692-4876 |

Order Number: 5245-2401247

Property Ref.: 129.05 Acres - W. Cameron Lane, Peoria, IL 61607

SCHEDULE A

- Commitment Date: August 22, 2024
- Policy to be issued:
 - ALTA Owner's Policy 2021
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Amount of Insurance: \$10,000.00
The estate or interest to be insured: Fee Simple
 - ALTA Loan Policy 2021
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured
Proposed Amount of Insurance: \$10,000.00
The estate or interest to be insured: Fee Simple
- The estate or interest in the Land at the Commitment Date is:
Fee Simple
- The Title is, at the Commitment Date, vested in:
 - Joan M. Cashdollar, as Trustee of the Joan M. Cashdollar Trust dated October 12, 2003, as to an undivided 28.3% interest;
 - Steven A. Mooberry and Rhonda J. Mooberry, husband and wife, as joint tenants, as to an undivided 15.50% interest;
 - Keith D. Mooberry and Ronda E. Mooberry, husband and wife, tenants in common, as to an undivided 6.20% interest;
 - Everence Foundation Unique Assets, Inc., an Indiana not-for-profit corporation, as to an undivided 50% interest

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SCHEDULE A

(continued)

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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44 | PRELIMINARY TITLE COMMITMENT

EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 20-27-200-006

THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 7 EAST OF THE FOURTH PRINCIPAL MERIDIAN,

EXCEPTING HOWEVER, A PART OF THEREOF MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER AS THE PLACE OF BEGINNING; THENCE MEASURE SOUTHWARDLY, 1949.3 FEET, ALONG THE WEST LINE OF SAID QUARTER SECTION, TO THE NORTH BANK OF THE ILLINOIS RIVER; THENCE DEFLECTING 50 DEGREES 28 MINUTES TO THE LEFT, MEASURE SOUTHEASTWARDLY, 265.1 FEET, ALONG SAID NORTH BANK OF THE ILLINOIS RIVER; THENCE DEFLECTING 129 DEGREES 32 MINUTES TO THE LEFT, MEASURE NORTHWARDLY 2073.0 FEET TO THE NORTH LINE OF SAID QUARTER SECTION TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THAT PART THEREOF DESCRIBED PER QUIT CLAIM DEED RECORDED IN BOOK "QK", PAGES 35 AND 52 IN THE RECORDER'S OFFICE OF PEORIA COUNTY, ILLINOIS.

EXCEPTING THEREFROM ALL THAT PART CONVEYED BY WARRANTY DEED RECORDED MAY 10, 2004 AS DOCUMENT NUMBER 04-17416 AND DESCRIBED AND SHOWN ON TRACT SURVEY RECORDED MARCH 19, 2004 IN TRACT SURVEY BOOK 39, PAGE 95, AS DOCUMENT NUMBER 04-09945.

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PRELIMINARY TITLE COMMITMENT | 45

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5245-2401247

Name and Address of Title Insurance Company: Chicago Title Company
2886 W Willow Knolls Drive
Peoria, IL 61614

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance (07/01/2021)



46 | PRELIMINARY TITLE COMMITMENT

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5245-2401247

Name and Address of Title Insurance Company: Chicago Title Company
2886 W Willow Knolls Drive
Peoria, IL 61614

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Taxes for the years 2023 and 2024.

Taxes for the year 2023 are payable in two installments.

The first installment amounting to \$628.49 is paid of record.

The second installment amounting to \$628.49 is not delinquent before September 4, 2024.

Taxes for the year 2024 are not yet due and payable.

Permanent Tax No.: 20-27-200-006

9. Note for information:

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SCHEDULE B, PART II - Exceptions

(continued)

The "mail to" address on the current tax bill differs from the property address referenced here in this commitment. As an anti-fraud measure, an "absentee owner" letter has been sent to the address noted on the tax bill requesting that the property owner confirm their intent to sell the property.

10. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

11. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Kenneth E. Ropp and Joyce Ropp
Grantee: Everence Foundation Unique Assets, LLC
Recording Date: August 22, 2024
Recording No: 2024013325

12. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.

13. The Company should be furnished the following:

- a) A Certification of Trust executed by the trustee of the Joan M. Cashdollar Trust dated October 12, 2003 in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
- b) In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

14. To assist in our analysis of the name search, the Company should be furnished prior to closing an Information Statement signed by:

Steven Mooberry

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Everence Foundation Unique Assets, LLC

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5245-2401247

SCHEDULE B, PART II - Exceptions

(continued)

- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- 16. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein
- 17. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 18. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- 19. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 20. Terms, provisions and conditions contained in Special Use Permit recorded April 4, 2002 as document no. 02-14042.
- 21. The premises are located in the Pekin LaMarsh Drainage District and are subject to assessment for benefits derived therefrom.
- 22. Attention is directed to the fact that the public records do not show any means of ingress or egress to or from the land, and, by reason thereof, this commitment and our policy, if and when issued, should not be construed as insuring against any loss or damage by reason of lack of access to and from the land.
- 23. Rights, if any, of the United States of America, the State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the Illinois River; and the rights of other owners of land bordering on the river in respect to the water of said river.
- 24. Consequences of the meandering of the Illinois River.
- 25. Terms, provisions and conditions contained in the Release of Sanitary District of Chicago by instruments recorded June 20, 1930 in Book 410, page 411; and Book 410, page 461.
- 26. Terms, provisions and conditions contained in Agreement recorded October 12, 1967 as document no. 67-14351.
- 27. Easement in favor of Commonwealth Edison, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the

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PRELIMINARY TITLE COMMITMENT | 49

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5245-2401247

SCHEDULE B, PART II - Exceptions

(continued)

right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed in Book 746, page 489.

28. This commitment and any policy issued hereunder should not be construed as insuring any of the property contained in the Deeds to The Pekin LaMarsh & Drainage District recorded June 5, 1907 in Book "Qk", page 35; and Book "Qk", page 52.
29. We have searched the parties shown on Schedule A for judgements or liens which would affect Title in the Public Records.
30. Note: The Land lies within Peoria County, Illinois, all of which is subject to the Predatory Lending Database Program Act (765 ILCS 77/70 et seq. as amended) (The Act). On and after July 1, 2008, a Certificate of Compliance with the Act or a Certificate of Exemption must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the Company, a Certificate of Compliance or Certificate of Exemption must be attached to any mortgage to be recorded.
31. The following endorsements have been approved for the loan policy:
 - 1) ALTA Endorsement 9-06
 - 2) ALTA Endorsement 8.1 (Environmental)
 - 3) Location Note

END OF SCHEDULE B, PART II

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50 | PRELIMINARY TITLE COMMITMENT

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5245-2401247

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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ALTA Commitment for Title Insurance (07/01/2021)



PRELIMINARY TITLE COMMITMENT | 51

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 5245-2401247

(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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