Saturday, March 27 @ 10:00am CST

Montgomery & St. Clair Counties, IL

Held at The Event Center of Montgomery County 11193 IL Rt 185, Hillsboro, IL

> 2021 Farming Rights Included!

Offered in 20 Tracts,
Combinations or
as a Whole

# INFORMATION BOOK

Illinois Land Auction

• Tracts Range from 1-175± Acres

Country Home

• Near Hillsboro

800.451.2709 • SchraderAuction.com



High Percentage Tillable
 Productive Soils
 Wood & Recreational Tracts

### **DISCLAIMER:**

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

Owner: New River Royalty LLC



### SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com

**PROCEDURE:** The property will be offered in 20 individual tracts, any combination of tracts & as a total unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

**BUYERS PREMIUM:** A 3% Buyers Premium will be added to the final bid price & included in the contract purchase price.

**DOWN PAYMENT:** 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers acceptance or rejection.

EVIDENCE & STATE OF TITLE: Seller shall provide an owners title insurance policy in the amount of the purchase price. All property sold at auction will be conveyed subject to all matters of record and otherwise, including but not limited to easements, rights of way, licenses, coal leases, oil leases, mineral reservations and restrictions, subsidence rights, Mitigation Agreements, and rights of tenants in possession, to the extent applicable, all as set forth more fully in the Purchase and Sale Agreement and as may be disclosed in preliminary title materials. All bidders should review the full and complete terms and conditions of the Purchase and Sale Agreement and preliminary title materials, which are available upon request.

**DEED:** Seller shall provide Special Warranty Deed(s), subject to the terms & conditions of the Purchase Agreement.

**CLOSING:** The balance of the real estate purchase price is due at closing, which will take place 45 days after the date of the auction.

**POSSESSION:** Possession is at closing. Pre-closing access is available with an additional 10% earnest money deposit. Contact Auction Company for additional terms and details

**REAL ESTATE TAXES:** Real estate taxes will be the responsibility of the Buyer(s) beginning w/ taxes assessed in 2021 & thereafter.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

FSA TILLABLE: Tillable acres have been estimated based on information provided by the USDA/FSA office. Please visit the auction website to download FSA field boundary maps that are available in the Information Book or call for more info.

MINERAL RIGHTS: Seller shall retain any interest in minerals, mineral rights, mining & minneral development rights, ancillary associated rights, & subsidence wights.

MITIGATION AGREEMENT DISCLOSURE (TRACTS 1-19): The Seller has entered into a certain Mitigation Agreement dated August 12, 2010, w/ Hillsboro Energy, LLC ("Hillsboro"), which was amended & restated w/ an effective date of August 21, 2018 (the "Mitigation Agreement"). The Mitigation Agreement is of record & is legally binding instruments providing for the mitigation by Hillsboro or its successors & assigns of subsidence damage to any structure(s) located on property subject to the Mitigation Agreement (the "Affected Property"). Under the Mitigation Agreement, among other provisions, Hillsboro is obligated to either repair any damage to structure(s) on the Affected Property or compensate the surface owner for the diminu-

tion in value of such structure(s) or, alternatively, pay the surface owner the appraised value of any structure(s) expected to be impacted by subsidence activities prior to mining in exchange for certain waivers. The Mitigation Agreement also imposes certain limitations on the construction & placement of new structures on the Affected Property, among other provisions. The foregoing summarizes certain provisions of the Mitigation Agreement, but is qualified in its entirety by the full & complete terms of the Mitigation Agreement, & is provided without representation or warranty, express or implied, as to accuracy or completeness. All bidders should review the terms & conditions of the Mitigation Agreement, which is available upon request. AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials are provided on an informational basis only & are expressly subject to the terms & conditions set forth in the Purchase Agreement. The property is being sold on an AS IS, WHERE IS basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the persons credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY AN-**NOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

# **BOOKLET INDEX**

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# REGISTRATION FORMS

## **BIDDER PRE-REGISTRATION FORM**

### SATURDAY, MARCH 27, 2021 899 ACRES – MONTGOMERY COUNTY, ILLINOIS

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc., P.O. Box 508, Columbia City, IN, 46725,

Email to <u>auctions@schraderauction.com</u> or fax to 260-244-4431, no later than Friday, March 19, 2021. Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION	
DIDDLIN IN ORMATION	(FOR OFFICE USE ONLY)
Name	Bidder #
Address	
City/State/Zip	
Telephone: (Res) (Office)	
My Interest is in Tract or Tracts #	
BANKING INFORMATION	
Check to be drawn on: (Bank Name)	
City, State, Zip:	
Contact: Phone No:	
HOW DID YOU HEAR ABOUT THIS A	UCTION?
□ Brochure □ Newspaper □ Signs □ Internet □ Radio	o □ TV □ Friend
□ Other	<del></del>
WOULD YOU LIKE TO BE NOTIFIED OF FUT	
☐ Regular Mail ☐ E-Mail	
□ Tillable □ Pasture □ Ranch □ Timber □ Recreation	onal 🗆 Building Sites
What states are you interested in?	
Note: If you will be bidding for a partnership, corporation or other entity, y with you to the auction which authorizes you to bid and sign a Purchase Ag	
I hereby agree to comply with terms of this sale including, but not limited to, premiums, and signing and performing in accordance with the contract if I am Real Estate and Auction Company, Inc. represents the Seller in this transaction	the successful bidder. Schrader
Signature: Da	ate:

# Online Auction Bidder Registration 899± Acres • Montgomery County, Illinois Saturday, March 27, 2021

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

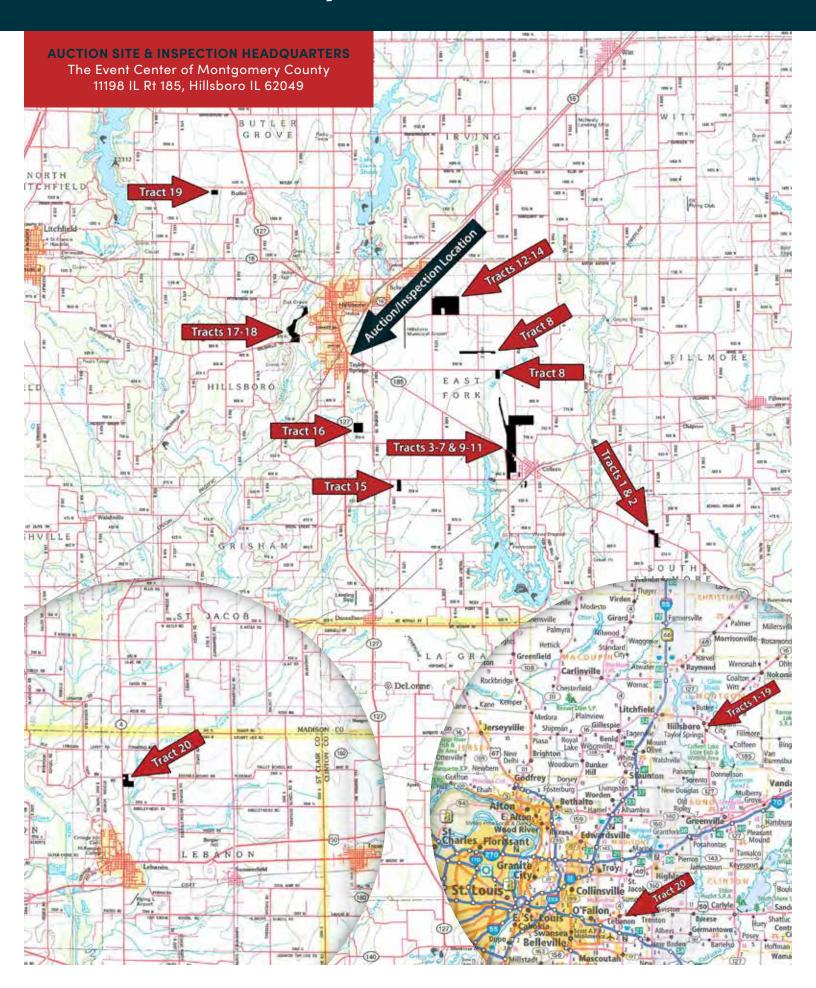
	<del></del>
	My phone number is:
2.	I have received the Real Estate Bidder's Package for the auction being held on Saturday, March 27, 2021 at 10:00 AM.
3.	I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4.	I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5.	I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6.	I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$ I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.
	Schrader Real Estate & Auction Company, Inc.

Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725

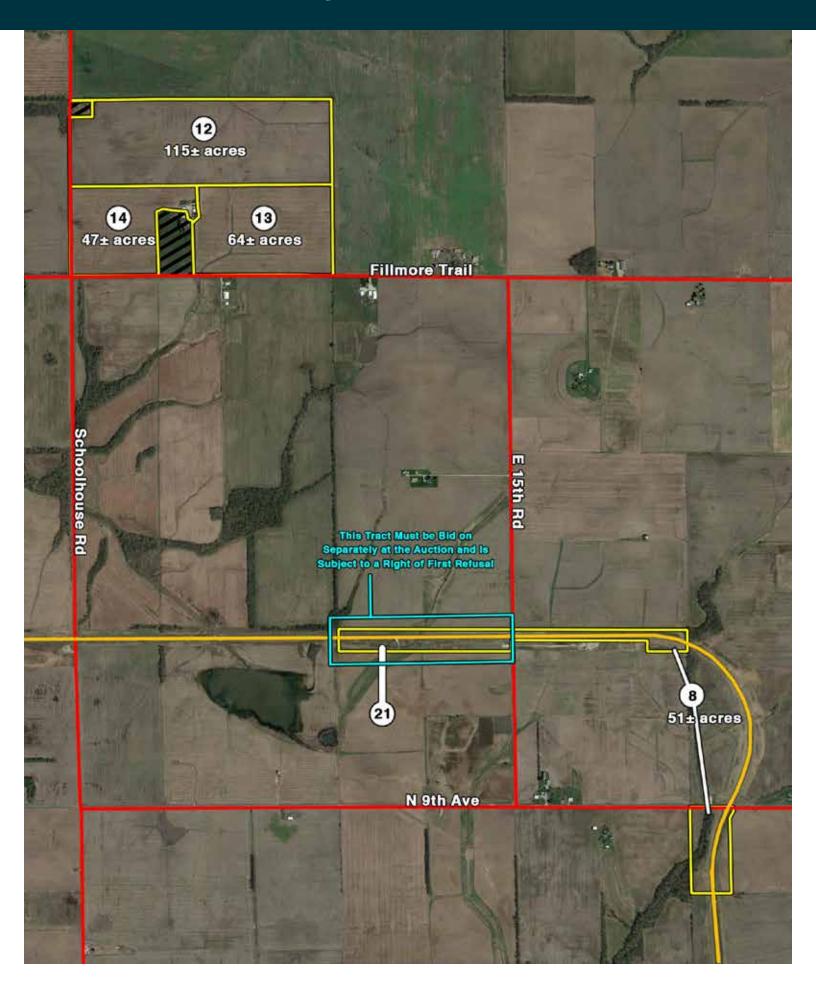
For wire instructions please call 1-800-451-2709.

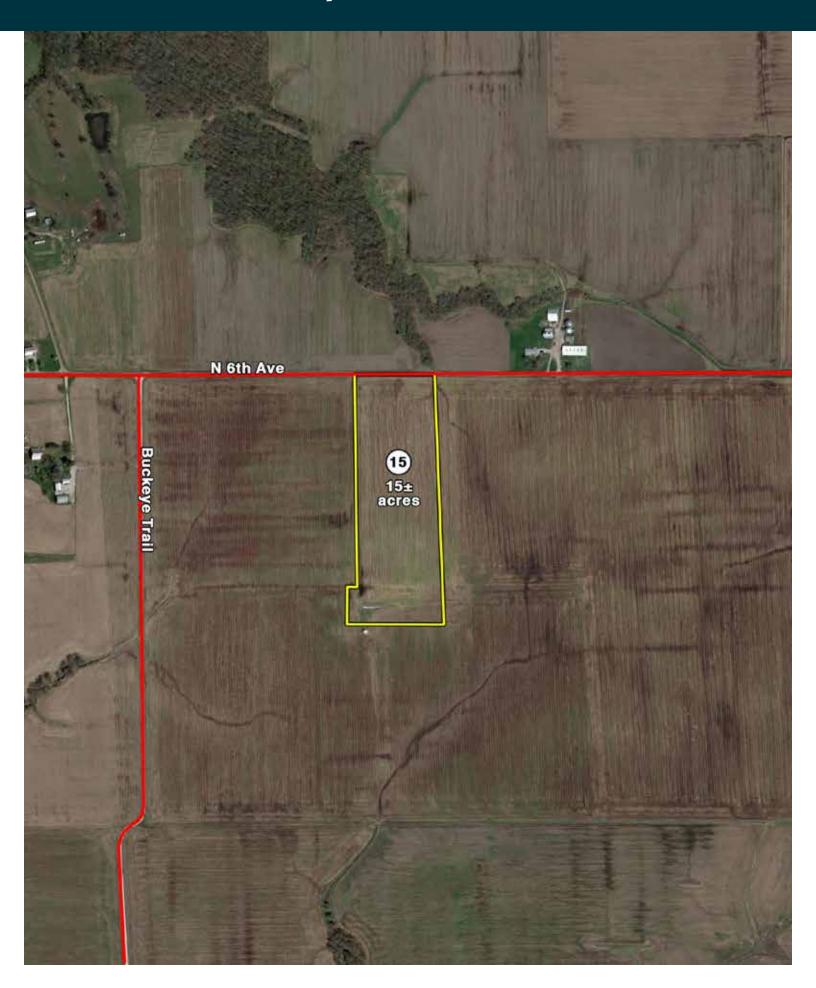
7.	My bank routing number is	and bank account number is	·
	(This for return of your deposit money). My	bank name, address and phone number is:	
8.	TECHNOLOGY DISCLAIMER: Schrade partners and vendors, make no warranty function as designed on the day of sale. Tectechnical problem occurs and you are not Schrader Real Estate and Auction Co., Inc., liable or responsible for any claim of los technical failure. I acknowledge that I am acauction over the Internet in lieu of actually me.	or guarantee that the online bidding systemical problems can and sometimes do octable to place your bid during the live its affiliates, partners and vendors will not so, whether actual or potential, as a resuccepting this offer to place bids during a live	tem will cur. If a auction, t be held lt of the we outcry
9.	This document and your deposit money mu & Auction Co., Inc. by <b>4:00 PM</b> , <b>Friday</b> , <b>M</b> form via <b>email to: auctions@schraderauct</b>	March 19, 2021. Send your deposit and re	
I under	erstand and agree to the above statements.		
Registe	tered Bidder's signature	Date	
Printed	nd Name		
This de	document must be completed in full.		
_	receipt of this completed form and your deassword via e-mail. Please confirm your e-		number
E-mail	il address of registered bidder:		
conven	x you for your cooperation. We hope your onlenient. If you have any comments or suggestion @schraderauction.com or call Kevin Jordan at	ons, please send them to:	

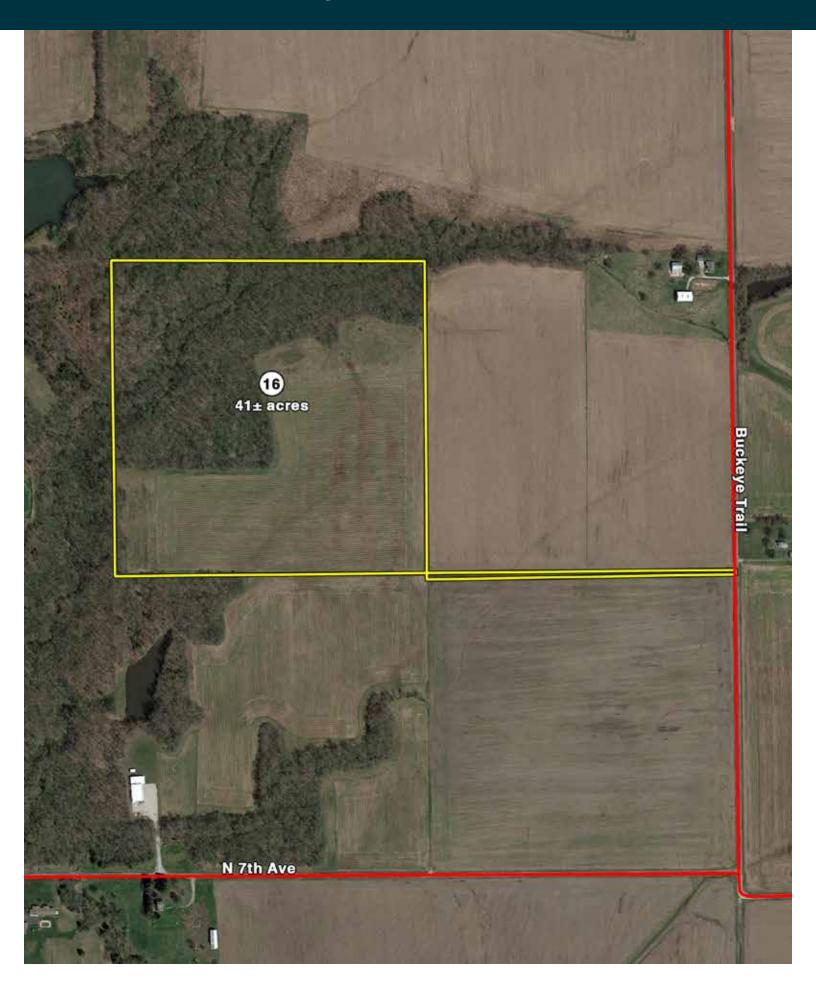


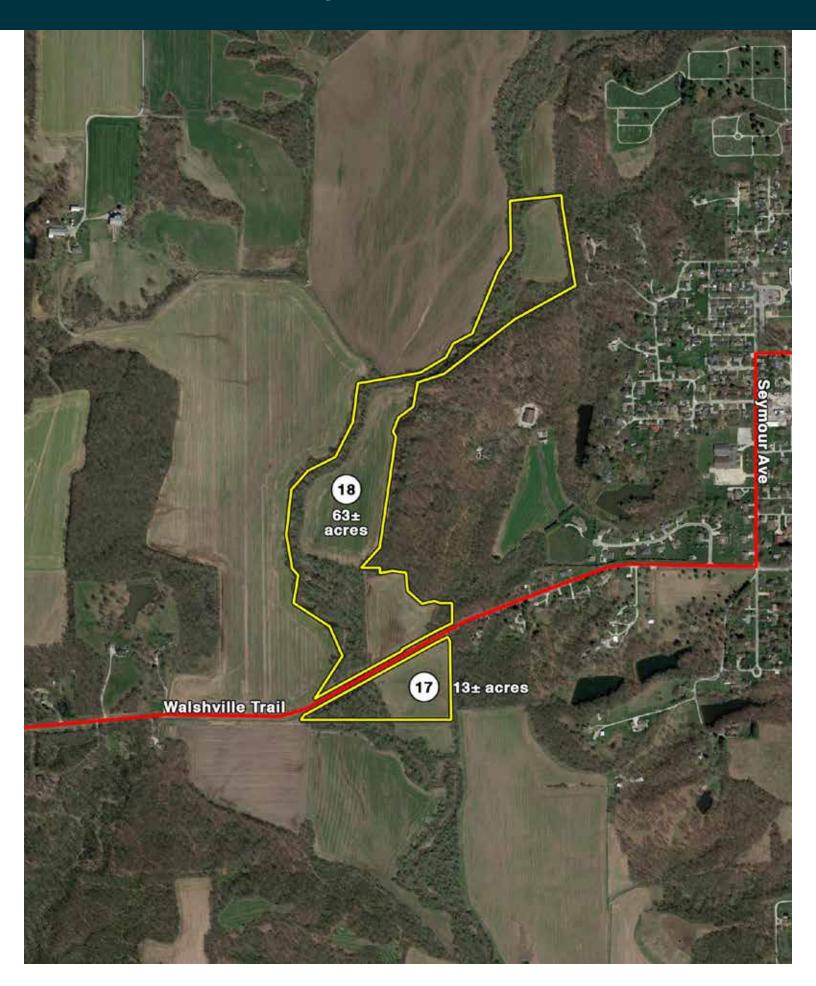








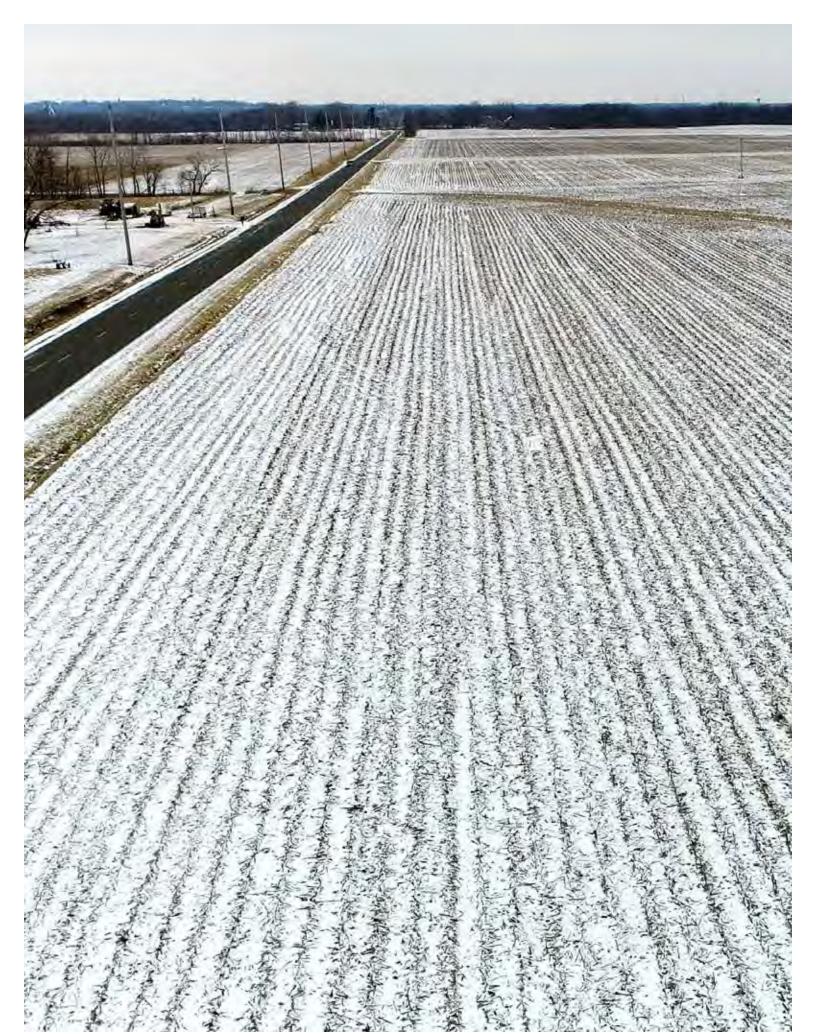






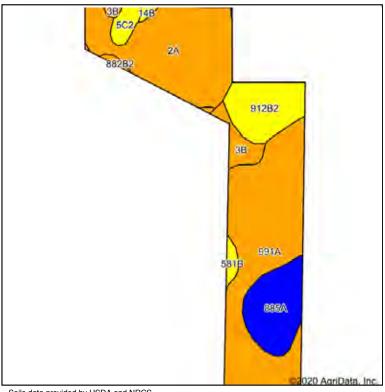


TRACT	ACREAGE	TILLABLE*	WOODS	NOTES
1	30±	31.1±		Frontage on Hwy 185
2	33±	29.1±		Frontage on Hwy 185
3	79±	78.7±		Nearly all tillable w/ frontage on Coffeen Rd
4	30±	31±		Nearly all tillable w/ frontage on Coffeen Rd
5	1±			Ranch style country home, containing approx. 1224 sq. ft., vinyl siding, mature shade trees, 45'x60' pole barn w/ metal siding.
6	126±	111.1±		Nearly all tillable w/ frontage on Coffeen Rd
7	19±			Nearly .75 miles long w/ a railroad
8	51±	16.1±	<b>√</b>	Mix of tillable & recreational, railroad throughout, w/ frontage Coffeen Rd
9	88±	62.8±	<b>~</b>	Mostly tillable w/ wooded areas, railroad corridor & frontage on Cips Trail
10	2±			Unimproved Tract in the town of Coffeen w/ frontage on 3rd St
11	5±		<b>~</b>	8 small wooded lots
12	115±	115.4±		Frontage on Schoolhouse Rd
13	64±	66.7±*		Tillable acres are an estimate when combined with Tract 14. Frontage on Fillmore Rd
14	47±	46±		Tillable acres are an estimate when combined with Tract 13. Improved w/ modern shop building, 40'x 52', 16' eves, concrete floor w/ drain, 26' sliding machine doors, electric, exterior lighting. Grain facility w/ approx. 100,000 bushel storage, 11 grain bins w/ aeration, GSI 122 Airstream series 2000 grain dryer, wet holding bin & grain leg. Includes a 50'x50' pole barn w/ tin siding, partial concrete floor, 4 horse stalls & electricity.
15	15±	19.6±		Tillable acres are not accurate to actual size. Nearly all tillable w/ frontage on 6th Ave
16	41±	16.3±	<b>✓</b>	Mix of tillable & woods. Lane access from Buckeye Trl.
17	13±	8.4±	<b>√</b>	Mix of tillable & woods w/ frontage on Walshville Rd.
18	63±	31.7±	<b>√</b>	Mix of tillable & woods w/ creek frontage & access from Walshville Rd.
19	30±	16.4±	<b>~</b>	Mix of tillable & woods with lane access from Rock Hollow Trl.
20	47±	44.7±		Nearly all tillable w/ frontage on Hwy 4 & Emerald Mound Rd



### **Tracts 1 & 2**

### Soils Map



5 Co-Rd-1900-E 18

State: Illinois County: Montgomery Location: 8-7N-2W Township: South Fillmore

Acres: 60.91 Date: 11/30/2020







Soils data provided by USDA and NRCS.

Code	Soil Description	Acres	Percent	II. State	Subsoil	Corn	Soybeans	Wheat	Oats	Sorghum c		Grass-leg	4 ' '
			of field	Productivity Index Legend	rooting a	Bu/A	Bu/A	Bu/A	Bu/A <b>b</b>	Bu/A	hay, T/A		productivity index for optimum management
991A	Cisne-Huey silt loams, 0 to 2 percent slopes	24.09	39.6%		UNF	133	45	52	0	106	0.00	4.19	102
2A	Cisne silt loam, 0 to 2 percent slopes	17.50	28.7%		FAV	149	46	59	0	113	0.00	4.64	109
885A	Virden-Fosterburg silt loams, 0 to 2 percent slopes	7.47	12.3%		FAV	175	57	68	0	128	0.00	5.17	131
**912B2	Hoyleton-Darmstadt silt loams, 2 to 5 percent slopes, eroded	6.79	11.1%		UNF	**125	**42	**48	0	**100	0.00	**3.94	**96
**3B	Hoyleton silt loam, 2 to 5 percent slopes	2.36	3.9%		FAV	**145	**46	**57	0	**113	0.00	**4.59	**107
**5C2	Blair silt loam, 5 to 10 percent slopes, eroded	1.38	2.3%		UNF	**124	**41	**50	0	**99	0.00	**3.95	**94
**581B	Tamalco silt loam, 2 to 5 percent slopes	0.73	1.2%		UNF	**115	**43	**48	0	**98	0.00	**3.47	**92
**882B2	Oconee-Darmstadt- Coulterville silt loams, 2 to 5 percent slopes, eroded	0.31	0.5%		UNF	**138	**45	**52	0	**103	0.00	**4.23	**102
**14B	Ava silt loam, 2 to 5 percent slopes	0.28	0.5%		UNF	**134	**44	**54	0	**106	**3.23	0.00	**99
				Weighted	Average	141.9	46.3	55.6	*_	110	0.01	4.39	106.8

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

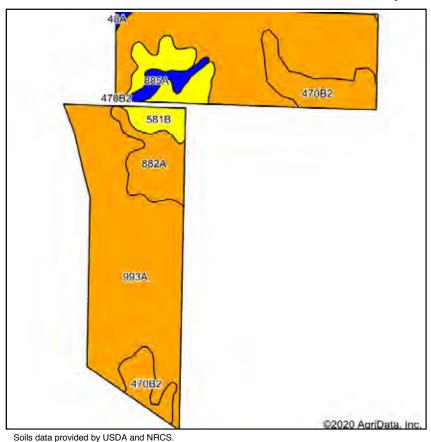
Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: <a href="http://soilproductivity.nres.illinois.edu/">http://soilproductivity.nres.illinois.edu/</a> \*\*\* Indexes adjusted for slope and erosion according to Bulletin 811 Table S3

- a UNF = unfavorable; FAV = favorable
- **b** Soils in the southern region were not rated for oats and are shown with a zero "0".
- c Soils in the northern region or in both regions were not rated for grain sorghum and are shown with a zero "0". d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".

- e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".
  \*c: Using Capabilities Class Dominant Condition Aggregation Method
  Soils data provided by USDA and NRCS. Soils data provided by University of Illinois at Champaign-Urbana.

### Tracts 3-6

### Soils Map





County: Montgomery
Location: 26-8N-3W
Township: East Fork
Acres: 239.69

Acres: 239.69
Date: 11/30/2020







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Code	Soil Description	Acres	Percent	II. State	Subsoil	Corn	Soybeans	Wheat		Sorghum c		Grass-le	1 '
			of field	Productivity	rooting a	Bu/A	Bu/A	Bu/A	Bu/A	Bu/A	hay, T/A		productivity
			1	Index Legend					b			hay, T/A	index for
			1										optimum
													management
993A	Cowden-Piasa silt loams.	168.20	70.2%		UNF	149	48	59	0	124	0.00	4.54	112
	0 to 2 percent slopes												
**470B2	Keller silt loam, 2 to 5	26.93	11.2%		UNF	**141	**47	**57	**60	0	0.00	**4.32	**106
	percent slopes, eroded												
**581B	Tamalco silt loam, 2 to 5	21.40	8.9%		UNF	**115	**43	**48	0	**98	0.00	**3.47	**92
	percent slopes												
882A	Oconee-Darmstadt-	17.18	7.2%		UNF	148	48	56	0	111	0.00	4.55	110
	Coulterville silt loams, 0												
	to 2 percent slopes												
885A	Virden-Fosterburg silt	5.64	2.4%		FAV	175	57	68	0	128	0.00	5.17	131
	loams, 0 to 2 percent												
	slopes												
48A	Ebbert silt loam, 0 to 2	0.34	0.1%		FAV	173	55	66	0	124	0.00	5.14	125
	percent slopes												
	•			Weighter	Average	145.6	47.7	57.8	6.7	106.9	0.00	4.44	109.9

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

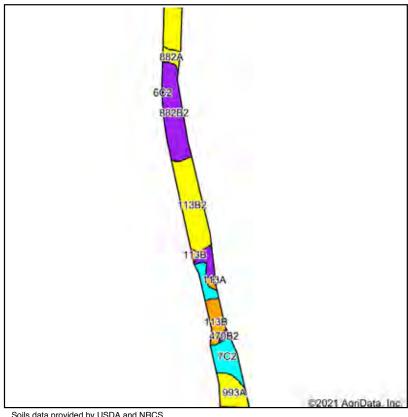
Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: http://soilproductivity.nres.illinois.edu/

\*\* Indexes adjusted for slope and erosion according to Bulletin 811 Table S3

- a UNF = unfavorable; FAV = favorable
- **b** Soils in the southern region were not rated for oats and are shown with a zero "0".
- c Soils in the northern region or in both regions were not rated for grain sorghum and are shown with a zero "0".
- d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".
- e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".
- \*c: Using Capabilities Class Dominant Condition Aggregation Method
- Soils data provided by USDA and NRCS. Soils data provided by University of Illinois at Champaign-Urbana.

### Tract 7

### Soils Map





State: Illinois Montgomery County: Location: 27-8N-3W Township: East Fork Acres: 18.48 Date: 2/25/2021





	_			1	,					1			
Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting <i>a</i>	Corn Bu/A	Soybeans Bu/A	Wheat Bu/A	Oats Bu/A <b>b</b>	Sorghum <i>c</i> Bu/A	Alfalfa o	Grass-leç ume <b>e</b> hay, T/A	productivity
**113B2	Oconee silt loam, 2 to 5 percent slopes, eroded	4.60	24.9%		FAV	**156	**48	**60	0	**113	0.00	**5.01	**113
**882B2	Oconee-Darmstadt- Coulterville silt loams, 2 to 5 percent slopes, eroded	4.20	22.7%		UNF	**138	**45	**52	0	**103	0.00	**4.23	**102
993A	Cowden-Piasa silt loams, 0 to 2 percent slopes	3.63	19.6%		UNF	149	48	59	0	124	0.00	4.54	112
**7C2	Atlas silt loam, 5 to 10 percent slopes, eroded	2.79	15.1%		UNF	**105	**37	**41	**49	0	0.00	**3.16	**81
**113B	Oconee silt loam, 2 to 5 percent slopes	1.69	9.1%		FAV	**162	**50	**62	0	**118	0.00	**5.22	**118
**470B2	Keller silt loam, 2 to 5 percent slopes, eroded	0.99	5.4%		UNF	**141	**47	**57	**60	0	0.00	**4.32	**106
882A	Oconee-Darmstadt- Coulterville silt loams, 0 to 2 percent slopes	0.58	3.1%		UNF	148	48	56	0	111	0.00	4.55	110
				Weighted	l Average	142.3	45.8	55	10.6	90.2	0.00	4.43	105.5

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: http://soilproductivity.nres.illinois.edu/

\*\* Indexes adjusted for slope and erosion according to Bulletin 811 Table S3

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d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".

e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".

\*c: Using Capabilities Class Dominant Condition Aggregation Method

### **Tract 8**

### Soils Map





State: Illinois

County: Montgomery 15-8N-3W Location: Township: **East Fork** Acres: 54.6

Date: 2/24/2021







Soils data provided by USDA and NRCS.

Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting <i>a</i>	Corn Bu/A	Soybeans Bu/A	Wheat Bu/A		Sorghum <b>c</b> Bu/A	Alfalfa <b>c</b> hay, T/A		Crop productivity index for optimum management
**882B2	Oconee-Darmstadt- Coulterville silt loams, 2 to 5 percent slopes, eroded	17.98	32.9%		UNF	**138	**45	**52	0	**103	0.00	**4.23	**102
993A	Cowden-Piasa silt loams, 0 to 2 percent slopes	14.99	27.5%		UNF	149	48	59	0	124	0.00	4.54	112
**6C2	Fishhook silt loam, 5 to 10 percent slopes, eroded	9.67	17.7%		UNF	**119	**38	**46	**57	0	0.00	**3.50	**87
894A	Herrick-Biddle-Piasa silt loams, 0 to 2 percent slopes	4.18	7.7%		UNF	164	54	66	83	0	0.00	5.03	122
3451cA	Lawson silt loam, cool mesic, 0 to 2 percent slopes, frequently flooded	3.58	6.6%		FAV	190	61	73	97	0	0.00	5.77	140
**581B	Tamalco silt loam, 2 to 5 percent slopes	2.14	3.9%		UNF	**115	**43	**48	0	**98	0.00	**3.47	**92
885A	Virden-Fosterburg silt loams, 0 to 2 percent slopes	2.06	3.8%		FAV	175	57	68	0	128	0.00	5.17	131
		_		Weighted	Average	143.5	46.7	55.8	22.8	76.6	0.00	4.35	106.8

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

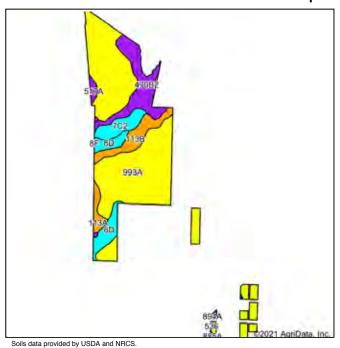
Crop yields and productivity indices for optimum management (8811) are maintained at the following NRES web site: <a href="http://soilproductivity.nres.illinois.edu/">http://soilproductivity.nres.illinois.edu/</a>
\*\* Indexes adjusted for slope and erosion according to Bulletin 811 Table S3

a UNF = unfavorable; FAV = favorable

- **b** Soils in the southern region were not rated for oats and are shown with a zero "0".
- c Soils in the northern region or in both regions were not rated for grain sorghum and are shown with a zero "0". d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".
- e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".
  \*c: Using Capabilities Class Dominant Condition Aggregation Method

### Tracts 9-11

### Soils Map





State: Illinois County: Montgomery Location: 35-8N-3W Township: **East Fork** Acres: 97.6 Date: 2/24/2021







Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting a	Corn Bu/A	Soybeans Bu/A	Wheat Bu/A	Oats Bu/A <b>b</b>	Sorghum <b>c</b> Bu/A	Alfalfa <b>c</b> hay, T/A	Grass-leg ume <b>e</b> hay, T/A	Crop productivity index for optimum management
993A	Cowden-Piasa silt loams, 0 to 2 percent slopes	64.02	65.6%		UNF	149	48	59	0	124	0.00	4.54	112
**470B2	Keller silt loam, 2 to 5 percent slopes, eroded	11.59	11.9%		UNF	**141	**47	**57	**60	0	0.00	**4.32	**106
**8D	Hickory silt loam, 10 to 18 percent slopes	6.51	6.7%		FAV	**113	**38	**46	**52	0	**3.74	0.00	**86
**113B	Oconee silt loam, 2 to 5 percent slopes	6.50	6.7%		FAV	**162	**50	**62	0	**118	0.00	**5.22	**118
**7C2	Atlas silt loam, 5 to 10 percent slopes, eroded	4.87	5.0%		UNF	**105	**37	**41	**49	0	0.00	**3.16	**81
113A	Oconee silt loam, 0 to 2 percent slopes	2.32	2.4%		FAV	164	50	63	0	119	0.00	5.27	119
517A	Marine silt loam, 0 to 2 percent slopes	1.06	1.1%		FAV	144	45	56	0	113	3.39	0.00	104
885A	Virden-Fosterburg silt loams, 0 to 2 percent slopes	0.41	0.4%		FAV	175	57	68	0	128	0.00	5.17	131
536	Dumps, mine	0.12	0.1%		CROP YIELD DATA NOT AVAILABLE						.00	.00	
**517B	Marine silt loam, 2 to 5 percent slopes	0.11	0.1%		FAV	**143	**45	**55	0	**112	**3.36	0.00	**103
894A	Herrick-Biddle- Piasa silt loams, 0 to 2 percent slopes	0.09	0.1%		UNF	164	54	66	83	0	0.00	5.03	122
				We	ighted Average	144.6	46.8	57.2	13.1	93.9	0.29	4.15	108.4

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811
Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: <a href="http://soilproductivity.nres.illinois.edu/">http://soilproductivity.nres.illinois.edu/</a>
\*\* Indexes adjusted for slope and erosion according to Bulletin 811 Table S3

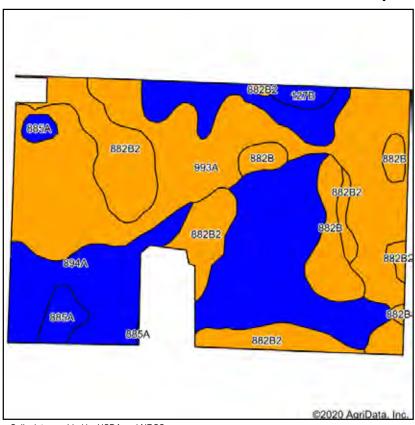
a UNF = unfavorable; FAV = favorable

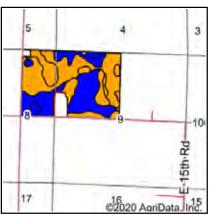
- **b** Soils in the southern region were not rated for oats and are shown with a zero "0".
- c Soils in the northern region or in both regions were not rated for grain sorghum and are shown with a zero "0". d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".

- Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".
   \*c: Using Capabilities Class Dominant Condition Aggregation Method
   Soils data provided by USDA and NRCS. Soils data provided by University of Illinois at Champaign-Urbana.

### Tracts 12-14

### Soils Map





State: Illinois County: Montgomery 9-8N-3W Location: Township: **East Fork** Acres: 226.05 Date: 11/30/2020







Soils data provided by USDA and NRCS

Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting <i>a</i>		Soybeans Bu/A	Wheat Bu/A	Oats Bu/A <b>b</b>	Sorghum <i>c</i> Bu/A	Alfalfa <b>d</b> hay, T/A	Grass-leç ume <b>e</b> hay, T/A	Crop productivity index for optimum management
993A	Cowden-Piasa silt loams, 0 to 2 percent slopes	85.09	37.6%		UNF	149	48	59	0	124	0.00	4.54	112
894A	Herrick-Biddle-Piasa silt loams, 0 to 2 percent slopes	68.46	30.3%		UNF	164	54	66	83	0	0.00	5.03	122
**882B2	Oconee-Darmstadt- Coulterville silt loams, 2 to 5 percent slopes, eroded	35.52	15.7%		UNF	**138	**45	**52	0	**103	0.00	**4.23	**102
885A	Virden-Fosterburg silt loams, 0 to 2 percent slopes	19.63	8.7%		FAV	175	57	68	0	128	0.00	5.17	131
**882B	Oconee-Darmstadt- Coulterville silt loams, 2 to 5 percent slopes	14.65	6.5%		UNF	**147	**48	**55	0	**110	0.00	**4.50	**109
**127B	Harrison silt loam, 2 to 5 percent slopes	2.70	1.2%		FAV	**177	**54	**69	**92	0	**5.71	0.00	**129
				Weighted	Average	154.3	50.2	60.7	26.2	81.1	0.07	4.64	115.1

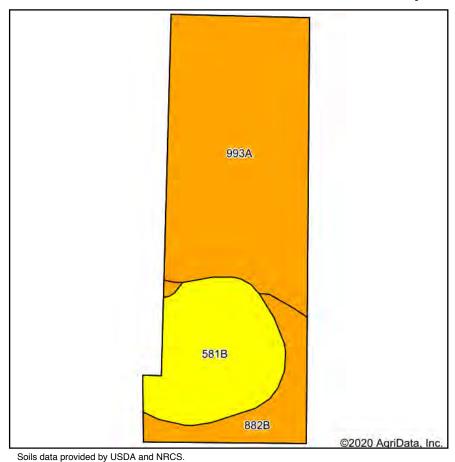
Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: <a href="http://soilproductivity.nres.illinois.edu/">http://soilproductivity.nres.illinois.edu/</a>\*\* Indexes adjusted for slope and erosion according to Bulletin 811 Table S3

- a UNF = unfavorable; FAV = favorable
- **b** Soils in the southern region were not rated for oats and are shown with a zero "0".
- c Soils in the northern region or in both regions were not rated for grain sorghum and are shown with a zero "0".
- d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".
- e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".
- \*c: Using Capabilities Class Dominant Condition Aggregation Method

### Tract 15

### Soils Map





State: Illinois County: Montgomery Location: 6-7N-3W Township: **East Fork** Acres: 15.81

Date: 11/30/2020





115.6

0.00

4.26



106.5

Code	Soil Description		Percent of field	II. State Productivity Index Legend	Subsoil rooting <i>a</i>		Soybeans Bu/A	Wheat Bu/A	Oats Bu/A <b>b</b>	Sorghum <b>c</b> Bu/A	hay, T/A		productivity
993A	Cowden-Piasa silt loams, 0 to 2 percent slopes	9.78	61.9%		UNF	149	48	59	0	124	0.00	4.54	112
**581B	Tamalco silt loam, 2 to 5 percent slopes	4.07	25.7%		UNF	**115	**43	**48	0	**98	0.00	**3.47	**92
**882B	Oconee-Darmstadt-	1.96	12.4%		UNF	**147	**48	**55	0	**110	0.00	**4.50	**109

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

Weighted Average

Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: <a href="http://soilproductivity.nres.illinois.edu/">http://soilproductivity.nres.illinois.edu/</a>
\*\* Indexes adjusted for slope and prosion according to Buildin 311 Table 33

140

46.7

55.7

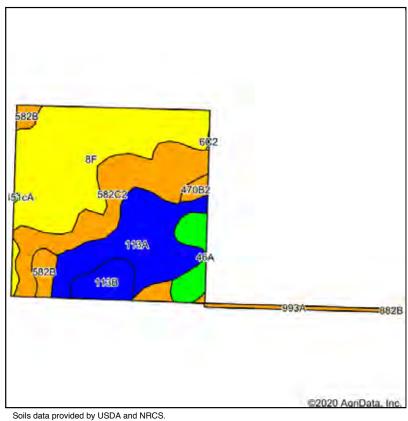
- Indexes adjusted for slope and erosion according to Bulletin 811 Table S3
- a UNF = unfavorable: FAV = favorable

Coulterville silt loams, 2 to 5 percent slopes

- **b** Soils in the southern region were not rated for oats and are shown with a zero "0".
- c Soils in the northern region or in both regions were not rated for grain sorghum and are shown with a zero "0".
- d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".
- e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".
- \*c: Using Capabilities Class Dominant Condition Aggregation Method

### Tract 16

### Soils Map





State: Illinois County: Montgomery 25-8N-4W Location: Township: Hillsboro Acres: 41.48

Date:



11/30/2020





	Ta	١.	I	I., a	I		١		I	٠.		٠.	I.a.
Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting <i>a</i>	Corn Bu/A	Soybeans Bu/A	Wheat Bu/A		Sorghum <i>c</i> Bu/A	Alfalfa <b>d</b> hay, T/A		crop productivity index for optimum management
**8F	Hickory silt loam, 18 to 35 percent slopes	16.08	38.8%		FAV	**86	**29	**35	**40	0	**2.85	0.00	**65
113A	Oconee silt loam, 0 to 2 percent slopes	8.83	21.3%		FAV	164	50	63	0	119	0.00	5.27	119
**582C2	Homen silt loam, 5 to 10 percent slopes, eroded	8.59	20.7%		FAV	**140	**44	**52	0	**106	**3.50	0.00	**101
**113B	Oconee silt loam, 2 to 5 percent slopes	2.24	5.4%		FAV	**162	**50	**62	0	**118	0.00	**5.22	**118
46A	Herrick silt loam, 0 to 2 percent slopes	2.20	5.3%		FAV	181	58	73	94	0	0.00	5.52	133
**582B	Homen silt loam, 2 to 5 percent slopes	1.54	3.7%		FAV	**149	**47	**55	0	**113	**3.72	0.00	**108
993A	Cowden-Piasa silt loams, 0 to 2 percent slopes	1.47	3.5%		UNF	149	48	59	0	124	0.00	4.54	112
**470B2	Keller silt loam, 2 to 5 percent slopes, eroded	0.53	1.3%		UNF	**141	**47	**57	**60	0	0.00	**4.32	**106
				Weighted	Average	128.2	40.8	49.8	21.3	62.2	1.97	1.91	94.2

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: http://soilproductivity.nres.illinois.edu/

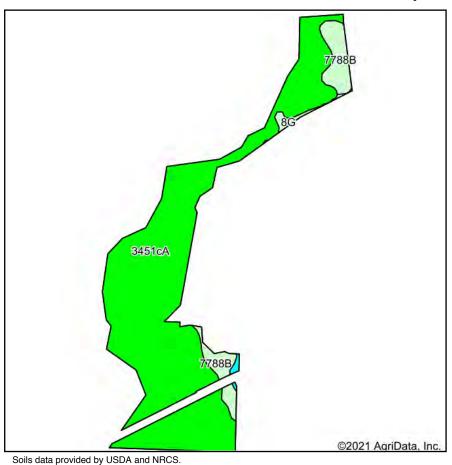
\*\*\* Indexes adjusted for slope and erosion according to Bulletin 811 Table S3 **a** UNF = unfavorable; FAV = favorable

- **b** Soils in the southern region were not rated for oats and are shown with a zero "0".
- c Soils in the northern region or in both regions were not rated for grain sorghum and are shown with a zero "0".
- d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".
- e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".

\*c: Using Capabilities Class Dominant Condition Aggregation Method

### **Tracts 17 & 18**

### **Soils Map**



County: Montgomery

Location: **10-8N-4W**Township: **Hillsboro** 

Acres: **69.3**Date: **2/26/2021** 







Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting <i>a</i>	Corn Bu/A	Soybeans Bu/A	Wheat Bu/A		Sorghum <i>c</i> Bu/A	Alfalfa <b>c</b> hay, T/A		Crop productivity index for optimum management
3451cA	Lawson silt loam, cool mesic, 0 to 2 percent slopes, frequently flooded	61.91	89.3%		FAV	190	61	73	97	0	0.00	5.77	140
7788B	Shoals and Terril loams, 1 to 4 percent slopes, rarely flooded	6.33	9.1%										
**8G	Hickory silt loam, 35 to 60 percent slopes	0.76	1.1%		FAV	**58	**20	**24	**27	0	**1.93	0.00	**44
**8F	Hickory silt loam, 18 to 35 percent slopes	0.30	0.4%		FAV	**86	**29	**35	**40	0	**2.85	0.00	**65
·	_	·		Weighted	Average	170.7	54.8	65.6	87.1	*-	0.03	5.15	125.8

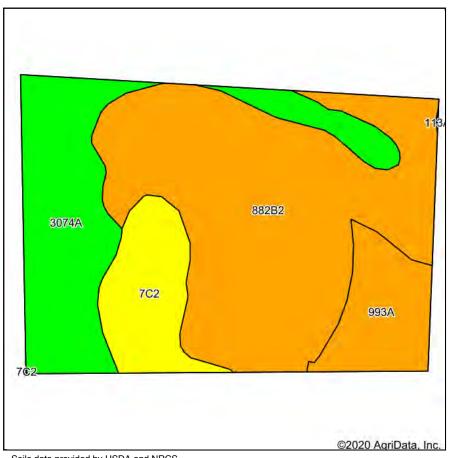
Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

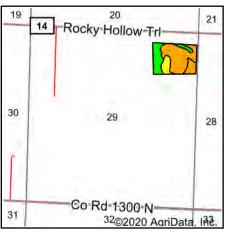
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- d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".
- e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".
- \*c: Using Capabilities Class Dominant Condition Aggregation Method

### Tract 19

### Soils Map





Illinois State:

County: Montgomery Location: 29-9N-4W Township: **Butler Grove** 

Acres: 27.44 Date: 11/30/2020







Soils data provided by USDA and NRCS.

Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting <i>a</i>		Soybeans Bu/A	Wheat Bu/A		Sorghum <b>c</b> Bu/A	Alfalfa o hay, T/A		Crop productivity index for optimum management
**882B2	Oconee-Darmstadt- Coulterville silt loams, 2 to 5 percent slopes, eroded	14.66	53.4%		UNF	**138	**45	**52	0	**103	0.00	**4.23	**102
3074A	Radford silt loam, 0 to 2 percent slopes, frequently flooded	6.97	25.4%		FAV	186	58	73	99	0	0.00	5.52	136
**7C2	Atlas silt loam, 5 to 10 percent slopes, eroded	3.09	11.3%		UNF	**105	**37	**41	**49	0	0.00	**3.16	**81
993A	Cowden-Piasa silt loams, 0 to 2 percent slopes	2.72	9.9%		UNF	149	48	59	0	124	0.00	4.54	112
	<u> </u>		<u> </u>	Weighted	Average	147.6	47.7	56.8	30.7	67.3	0.00	4.47	109.3

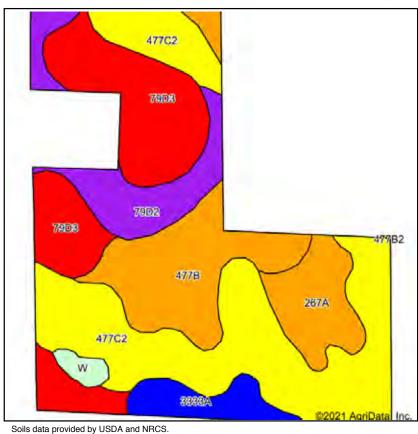
Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

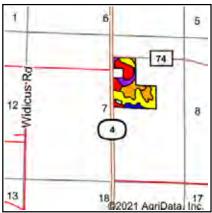
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- d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".
- e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".
- \*c: Using Capabilities Class Dominant Condition Aggregation Method

### Tract 20

### Soils Map





Illinois State: County: St Clair 7-2N-6W Location: Township: Lebanon 45.25 Acres: Date: 2/4/2021







		Acres	Percent of field	II. State Productivity	Subsoil rooting <i>a</i>	Corn Bu/A	Soybeans Bu/A	Wheat Bu/A	Bu/A	Sorghum <i>c</i>	hay, T/		productivity
			or noid	Index Legend	rooting <b>u</b>	Bujit	, Dun't	Bant	b	Bunt	nay, in		index for optimum management
	Winfield silt loam, 5 to 10 percent slopes, eroded	16.48	36.4%		FAV	**151	**47	**59	0	**114	**4.67	0.00	**111
te	Menfro silty clay loam, 10 to 18 percent slopes, severely eroded	10.43	23.0%		FAV	**134	**41	**51	0	**99	**3.96	0.00	**97
	Winfield silt loam, 2 to 5 percent slopes	7.37	16.3%		FAV	**160	**50	**62	0	**122	**4.97	0.00	**118
	Menfro silt loam, 10 to 18 percent slopes, eroded	4.56	10.1%		FAV	**147	**45	**56	0	**109	**4.35	0.00	**107
	Caseyville silt loam, 0 to 2 percent slopes	3.65	8.1%		FAV	171	52	65	0	124	0.00	5.27	126
ļ,	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	2.18	4.8%		FAV	174	56	68	85	0	0.00	5.14	128
w v	Water	0.58	1.3%										

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

- Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: <a href="http://soilproductivity.nres.illinois.edu/">http://soilproductivity.nres.illinois.edu/</a>
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- c Soils in the northern region or in both regions were not rated for grain sorghum and are shown with a zero "0".
- d Soils in the poorly drained group were not rated for alfalfa and are shown with a zero "0".
- e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".
- \*c: Using Capabilities Class Dominant Condition Aggregation Method
- Soils data provided by USDA and NRCS. Soils data provided by University of Illinois at Champaign-Urbana.

# IMPROVEMENTS SUMMARY

# **IMPROVEMENTS SUMMARY**



### **TRACT 14:**

- Shop Building, 40'x52', 16' eves, concrete floor with drain, 2 26' sliding machine doors, gutters, exterior mounted lighting, electricity and water hydrant.
- GSI 122 Airstream The Competitor 2000 grain dryer
- Approx 5000 bushel wet holding bin with grain leg
- (1) steel grain bin approx 37' diameter, 6 rings with aeration
- (1) steel gain bin approx 40' diameter, 9 rings with aeration
- (1) steel grain bins, 6 rings, approx 4000 bushel each with aeration
- (4) steel grain bin approx 8,000 bushel each with aeration
- 50' x 50' older style pole barn with partial concrete floor and 4 horse stalls.



### TRACT 5:

- Ranch style modular home containing 1224 square feet, vinyl siding,
- Pole barn measuring 45' x 60', metal siding.

# MITIGATION SUMMARY

# MITIGATION SUMMARY

### Summary of Mitigation Agreements

New River Royalty, LLC ("New River") has entered into a Mitigation Agreement (entitled "Second Amended and Restated Mitigation Agreements") with Hillsboro Energy, LLC ("Operator") which applies to and protect all New River's surface tracts in Montgomery County, Illinois ("Tracts"). A "Short Form" of this Agreement is publicly recorded in Montgomery County. The Operator operates mines which mine and remove coal underlying the Tracts. The Agreement is binding on New River and Operator and their respective successors and assigns and "run with the land" until they automatically terminate and expire on August 11, 2037.

The main purpose of the Agreement is to address and clarify the obligations of the Operator to correct any material damage to structures or facilities located on New River's Tracts ("Structures") caused by subsidence from the Operator's mining operations ("Damage"). The Agreement permits the Operator to enter the Tracts to conduct or perform necessary studies, tests, inspections, monitoring, surveys and work related to any Damage.

If through its operations an Operator subsides a Tract and causes Damage to a Structure, the Agreement requires the Operator to correct or address the Damage by either (a) repairing it or (b) compensating New River for the amount of the resulting diminution in value. The Operator may elect to either repair or compensate for each Structure. If the Operator elects to repair, the Agreement imposes conditions on how and by whom such repairs must be made. If the Operator elects to compensate for the diminution in value to any Damaged Structure, the Agreement provides a procedure to determine such diminution in value.

In the alternative to either the repair or the payment of compensation for diminution in value, the Operator may elect to compensate New River in advance for Damage that may occur to a Structure on a Tract prior to the Operator's mining operations, and the Agreement provides a procedure to determine the amount of such compensation.

The Operator's rights under the Agreement are non-exclusive and subject to New River's right to use and occupy the Tracts for farming, ranching, grazing livestock, hunting, fishing and other recreational uses, or for any other purpose not inconsistent with the Operator's contractual rights.

The foregoing summarizes certain provisions of the Mitigation Agreement, but is qualified in its entirety by the full and complete terms of the Mitigation Agreement, and is provided without representation or warranty, express or implied, as to accuracy or completeness. All bidders should review the terms and conditions of the Mitigation Agreement, which is available upon request.

# **FSA MAPS**

## **FSA MAPS**

### **Tracts 1 & 2**



**Montgomery County, Illinois** 



**Common Land Unit** 

Cropland Tract Boundary 0 190 380 760

2019 Program Year
Map Created October 01, 2018

Farm **7818** Tract **3006** 

#### Wetland Determination

Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 60.31 acres

## **FSA MAPS**

## Tract 3



## **Montgomery County, Illinois**



Common Land Unit

Non-Cropland
Cropland

0 170 340 680

2019 Program Year
Map Created October 01, 2018

Farm **3419** Tract **2669** 

#### Wetland Determination

Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 79.53 acres

### Tract 4



**Montgomery County, Illinois** 



Common Land Unit

Non-Cropland
Cropland

Tract Boundary 0

0 170 340 680 Feet 2019 Program Year
Map Created October 01, 2018

Farm **9198** Tract **8100** 

#### **Wetland Determination**

Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 31.35 acres

## **Part of Tract 6**



**Montgomery County, Illinois** 



/ Non-Cropland Cropland

680 170 340 Feet

2019 Program Year Map Created October 01, 2018

> Farm **8127** Tract 2683

#### **Wetland Determination**

Restricted Use

Limited

**Exempt from Conservation** Compliance Provisions

Tract Cropland Total: 31.63 acres

## **Part of Tract 6**



**Montgomery County, Illinois** 



Common Land Unit

Tract Bounda

) 187.5 375 750 Feet

2019 Program Year
Map Created October 01, 2018

Farm **9316** Tract **8099** 

## Cropland Wetland Determination

Restricted Use

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 84.54 acres

## **Part of Tract 8**



**Montgomery County, Illinois** 



Common Land Unit

Non-Cropland Cropland Tract Boundary

) 170 340 680 Feet 2019 Program Year
Map Created October 01, 2018

Farm **7923** Tract **7345** 

#### Wetland Determination

Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 10.03 acres

## **Part of Tract 8**



**Montgomery County, Illinois** 



**Common Land Unit** 

Non-Cropland
Tract Boundary

0 170 340 680

2019 Program Year
Map Created October 01, 2018

Farm **8234** Tract **7602** 

#### **Wetland Determination**

Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 0.00 acres

## **Part of Tract 8**



**Montgomery County, Illinois** 



Common Land Unit

Non-Cropland
Cropland

Tract Boundary

170 340 680

2019 Program Year
Map Created October 01, 2018

Farm **8535** Tract **7846** 

#### Wetland Determination

Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 7.96 acres

## **Part of Tract 9**



**Montgomery County, Illinois** 



Non-Cropland
Cropland
Wetland Determination

Restricted Use

▼ Limited

Exempt from Conservation Compliance Provisions

Feet Map Created October 01, 2018

Farm **470** Tract **2696** 

Tract Cropland Total: 6.81 acres

## **Part of Tract 9**



**Montgomery County, Illinois** 



Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 63.01 acres

## Tracts 12, 13 & 14



**Montgomery County, Illinois** 

**NOTE:** Includes land that is not part of the auction.



#### **Wetland Determination**

Restricted Use

Exempt from Conservation Compliance Provisions

Farm **8242** Tract **2402** 

Tract Cropland Total: 231.72 acres

## Tract 15



**Montgomery County, Illinois** 



**Common Land Unit** 

Non-Cropland
Cropland

Tract Boundary

) 170 340 680 Feet

2019 Program Year
Map Created October 01, 2018

Farm **7245** Tract **6834** 

#### **Wetland Determination**

Restricted UseLimited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 19.69 acres

## Tract 16



**Montgomery County, Illinois** 



**Common Land Unit** 

Non-Cropland Cropland

Tract Boundary

680 170 Feet

2019 Program Year Map Created October 01, 2018

> Farm **8134** Tract **7514**

#### Wetland Determination

Restricted Use Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 22.85 acres

## **Tract 17 & Part of Tract 18**



**Montgomery County, Illinois** 



Common Land Unit

Non-Cropland
Cropland

Tract Boundary

0 170 340 680 Feet

2019 Program Year
Map Created October 01, 2018

Farm **7152** Tract **6742** 

#### **Wetland Determination**

Restricted Use

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 16.74 acres

## **Part of Tract 18**



**Montgomery County, Illinois** 



Common Land Unit

/ Non-Cropland Cropland Tract Boundary

0 170 340 680 Feet

2019 Program Year
Map Created October 01, 2018

Farm **7152**Tract **6739** 

#### **Wetland Determination**

Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 6.83 acres

## **Part of Tract 18**



**Montgomery County, Illinois** 



Common Land Unit
Non-Cropland

nd

0 170 340 680 Feet

2019 Program Year Map Created October 01, 2018

Farm **7152** Tract **6740** 

## Cropland Wetland Determination

Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 17.50 acres

## Tract 19



**Montgomery County, Illinois** 



Common Land Unit

Non-Cropland Cropland Tract Boundary

) 170 340 680 Feet

2019 Program Year
Map Created October 01, 2018

Farm **7918** Tract **1326** 

#### **Wetland Determination**

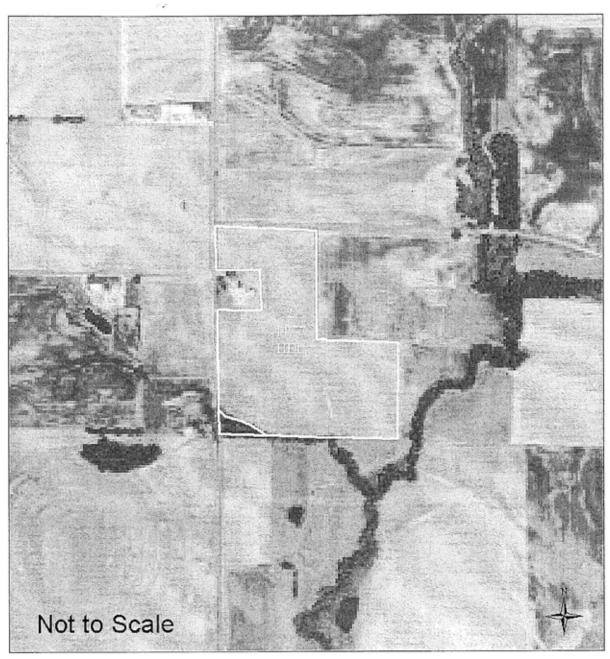
Restricted Use

Limited

Exempt from Conservation Compliance Provisions

Tract Cropland Total: 16.40 acres

## Tract 20



USDA

United States Department of Agriculture Farm Service Agency

Farm: 7059 Tract 8111 St Clair Co, IL

February 04, 2013

### Legend

#### GIS\_IL.SDE.Wet\_P\_il163

Wetland Determination Identifiers

- Restricted Use
- □ Exempt from Conservation Compliance Provisions

Disclaimer: 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 wetland boundaries and determinations, or contact NRCS.



### Tract 1



#### Summary

22-08-400-009 Parcel ID Alternate Parcel ID

N/A ILLINOIS ROUTE 185 Property Address FILLMORE CONSLDTD

PT W1/2 E1/2 SE1/4 LYGS ILRT 185 S8 T7 R2 **Brief Legal Description** (Note: Not to be used on legal documents)

Deed Book/Page Gross Acres 30.00 0021 Tax District Code 22004

CES EXTENSION SERV **Taxing Districts** 

COFFEEN FIRE COUNTY TAX FILLMORE CONSOLIDATED RD

FILLMORE CONSOLIDATED TWP HILLSBORO AMB HILLSBORO AREA PUBLIC LIBRARY HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA FILLMORE CONSOL/WITT

#### Owners

New River Royalty LLC P O Box 609 Benton IL 62812

### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$6,850	\$5,940
+ Farm Buildings	\$0	\$0
= Total	\$6,850	\$5,940

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

2019 8.37206 Tax Year: Tax Rate:

Amount

Installment 1: \$248.65 Installment 2: \$248.65

Tax Year: 2018 8.44345 Tax Rate:

Amount

Installment 1: Installment 2: \$216.15

For payment information please contact the Treasurer's Office. 217-532-9521

## Tract 1

#### Мар



#### **DevNet Property Tax Inquiry**

View Report

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Version 2.3.106

### Tract 2



#### Summary

22-08-200-013 Parcel ID N/A ILLINOIS ROUTE 185 Alternate Parcel ID

Property Address FILLMORE CONSLDTD

 $PT\,W1/2\,E1/2\,SE1/4\,LYG\,N\,IL\,RT\,185\,\&\,S1/2\,SW1/4\,NE1/4\,LYG\,N\,IL\,RT\,185\,(EX\,W\,40'\,S1/2\,SW1/4\,NE1/4)\,S8\,T7\,R2$ **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page Gross Acres 30.97 0021 Tax District Code 22004

CES EXTENSION SERV **Taxing Districts** 

COFFEEN FIRE COUNTY TAX FILLMORE CONSOLIDATED RD FILLMORE CONSOLIDATED TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA FILLMORE CONSOL/WITT

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Owner Occupied:	IN
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
01/04/2008		\$133,952.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$6,230	\$5,270
+ Farm Buildings	\$0	\$0
= Total	\$6,230	\$5,270

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 8 37206 Tax Rate:

Amount

Installment 1: \$220.61 Installment 2: \$220.61

Tax Year: 2018 8.44345 Tax Rate:

> Amount \$185.76

Installment 1: Installment 2: \$185.76

For payment information please contact the Treasurer's Office. 217-532-9521

## Tract 2

#### Мар



**DevNet Property Tax Inquiry** 

View Report

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Version 2.3.106

### Tract 2



#### Summary

22-08-400-002 Parcel ID N/A 17413 DEER TR Alternate Parcel ID Property Address FILLMORE CONSLDTD **Brief Legal Description** PT W 1/2 SE 7-2-141 S8 T07 R2 (Note: Not to be used on legal documents)

Deed Book/Page Gross Acres 2.50 0021

Tax District Code 22004

CES EXTENSION SERV **Taxing Districts** COFFEEN FIRE COUNTY TAX

FILLMORE CONSOLIDATED RD FILLMORE CONSOLIDATED TWP HILLSBORO AMB HILLSBORO AREA PUBLIC LIBRARY HILLSBORO UNIT 3

LINCOLNLAND COLLEGE MTA FILLMORE CONSOL/WITT

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
01/04/2008		\$133,952.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$560	\$480
+ Farm Buildings	\$0	\$0
= Total	\$560	\$480

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 8 37206 Tax Rate:

Amount

Installment 1: \$20.10 Installment 2: \$20.10

Tax Year: 2018 8.44345 Tax Rate:

Amount

Installment 1: \$16.89 Installment 2: \$16.89

For payment information please contact the Treasurer's Office. 217-532-9521

## Tract 2

### Мар



**DevNet Property Tax Inquiry** 

View Report

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### Tract 3



#### Summary

Parcel ID 17-26-100-006 N/A COFFEEN RD Alternate Parcel ID Property Address EAST FORK

 $\tt S1/2\,NW1/4\,SEC\,26\,(EX\,BEG\,SW\,COR\,NW1/4\,SEC\,N192'\,E219'\,SLY192.04'\,W213'\,TO\,POB)\,8-3-923-1\,S26\,T8\,R3$ **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page 1664-53 79.05 Gross Acres 0021 Tax District Code 04006

CES EXTENSION SERV **Taxing Districts** 

COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

#### New River Royalty LLC

PO Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
01/01/2018	1664-53	\$114,550.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$17,620	\$15,200
+ Farm Buildings	\$0	\$0
= Total	\$17,620	\$15,200

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

PO BOX 609 Benton IL 62812

Tax Year: 2019 7 62107 Tax Rate:

Amount

Installment 1: \$579.20 Installment 2: \$579.20

Tax Year: 2018 7.59598 Tax Rate:

Amount

Installment 1: \$493.74 Installment 2: \$493.74

For payment information please contact the Treasurer's Office. 217-532-9521

## Tract 3

### Мар



#### **DevNet Property Tax Inquiry**

View Report

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### **Tract 4**



#### Summary

17-27-200-014 Parcel ID N/A 7225 COFFEEN RD Alternate Parcel ID Property Address

PT SE NE S27 T8 R3 **Brief Legal Description** (Note: Not to be used on legal documents)

Deed Book/Page 1399-113&125 Gross Acres 29.90 0021 Tax District Code 04006

CES EXTENSION SERV **Taxing Districts** 

COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Sales

Date	Document Number	Amount
	1399-113&125	\$0.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$6,490	\$5,630
+ Farm Buildings	\$0	\$0
= Total	\$6,490	\$5,630

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 7 62107 Tax Rate:

Amount

Installment 1: \$214.54 Installment 2: \$214.54

Tax Year: 2018 7.59598 Tax Rate:

> Amount \$184.21

Installment 1: Installment 2: \$184 21

For payment information please contact the Treasurer's Office. 217-532-9521

## Tract 4

### Мар



#### **DevNet Property Tax Inquiry**

View Report

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### Tract 5



#### Summary

17-26-100-005 Parcel ID N/A 7210 COFFEEN RD Alternate Parcel ID

Property Address

 $PT\,S1/2\,NW1/4\,BEG\,SW\,COR\,NW1/4\,SEC\,N192'\,E219'\,SLY192.04'\,W213'\,TO\,POB\,8-3-923\,S26\,T08\,R3$ **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page 0.95 Gross Acres 0040 Tax District Code 04006

CES EXTENSION SERV **Taxing Districts** 

COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
10/30/2008		\$154,000.00

#### Valuation

	2020	2017
+ Land/Lot	\$2,340	\$2,230
+ Buildings	\$24,080	\$22,910
+ Farm Land	\$0	\$0
+ Farm Buildings	\$0	\$0
= Total	\$26,420	\$25,140

#### Tax History

Tax Year:

Tax Rate:

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

2019 7 62107

Amount

Installment 1: \$957.97 Installment 2: \$957.97

Tax Year: 2018 7.59598 Tax Rate:

> Amount \$905.06

Installment 1: Installment 2: \$905.06

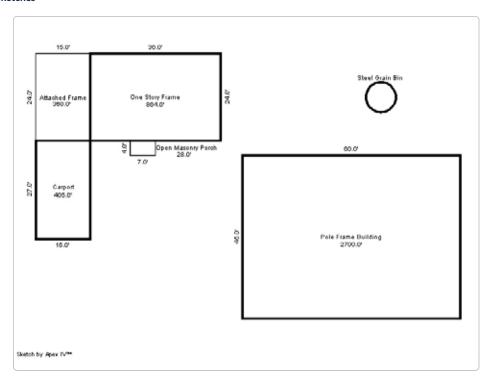
For payment information please contact the Treasurer's Office. 217-532-9521

**Photos** 

## Tract 5



#### **Sketches**



#### Мар



#### **DevNet Property Tax Inquiry**

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### **Tract 6**



#### Summary

17-27-400-009 Parcel ID N/A COFFEEN RD Alternate Parcel ID Property Address EAST FORK

PT OF NE1/4 OF SE1/4 S27 T8 R3 **Brief Legal Description** (Note: Not to be used on legal documents)

Deed Book/Page 1399-113&125 Gross Acres 43.78 0021 Tax District Code 04006

CES EXTENSION SERV **Taxing Districts** 

**COFFEEN FIRE** COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	١
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	١
Senior Citizen Assessment Freeze Homestead Exemption:	١
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
	1399-113&125	\$0.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$9,830	\$8,450
+ Farm Buildings	\$0	\$0
= Total	\$9,830	\$8,450

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Document Number

Tax Year: 2019 7.62107 Tax Rate:

Amount

Installment 1: \$321.99 Installment 2: \$321.99

Tax Year: 2018 7.59598 Tax Rate:

Amount

Installment 1: \$273.08 Installment 2: \$273.08

For payment information please contact the Treasurer's Office. 217-532-9521

## Tract 6

#### Мар



#### **DevNet Property Tax Inquiry**

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### **Tract 6**



#### Summary

 Parcel ID
 17-34-200-007

 Alternate Parcel ID
 N/A

 Property Address
 COFFEEN RD

 Township
 FAST FORK

Brief Legal Description E 12 AC PT NW NE N OF VANDALIA ROAD 8-3-1010 S34 T08 R3

(Note: Not to be used on legal documents)

 Deed Book/Page
 1399-113&125

 Gross Acres
 12.00

 Class
 0021

 Tax District Code
 04006

Taxing Districts CES EXTENSION SERV

COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Sales

Date	Document Number	Amount
08/15/2008	1399-113&125	\$548,750.00

#### Valuation

	2020	2017
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$2,930	\$2,550
+ Farm Buildings	\$0	\$0
= Total	\$2,930	\$2,550

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019
Tax Rate: 7.62107

Amount \$97.17

 Installment 1:
 \$97.17

 Installment 2:
 \$97.17

Tax Year: 2018 Tax Rate: 7.59598

Amount

Installment 1: \$83.56 Installment 2: \$83.56

For payment information please contact the Treasurer's Office. 217-532-9521

## Tract 6

### Мар



**DevNet Property Tax Inquiry** 

View Report

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### **Tract 6**



#### Summary

17-27-400-005 Parcel ID N/A COFFEEN RD Alternate Parcel ID Property Address EAST FORK

SE SE 8-3-947 S27 T08 R3 **Brief Legal Description** (Note: Not to be used on legal documents)

Deed Book/Page 1399-113&125 Gross Acres 40.00 0021

Tax District Code 04006 CES EXTENSION SERV **Taxing Districts** 

COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY HILLSBORO UNIT 3

LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	٨
Home Improvement Exemption:	N
Drainage Exemption:	٨
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
08/15/2008	1399-113&125	\$548,750.00

#### Valuation

	2020	2017
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$9,640	\$8,380
+ Farm Buildings	\$0	\$0
= Total	\$9,640	\$8,380

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 7 62107 Tax Rate:

Amount

Installment 1: \$319.33 Installment 2: \$319.33

Tax Year: 2018 7.59598 Tax Rate:

Amount

Installment 1: \$274.60 Installment 2: \$274.60

## Tract 6

### Мар



#### **DevNet Property Tax Inquiry**

View Report

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### **Tract 6**



#### Summary

 Parcel ID
 17-34-200-023

 Alternate Parcel ID
 N/A

 Property Address
 COFFEEN RD

 Township
 EAST FORK

Brief Legal Description BEG NE COR NE S30' TO POB S1855.5' NW1504.91' N351.14' E238.42' NE1247.5' TH E30 TO POB S34 T8 R3

(Note: Not to be used on legal documents)

 Deed Book/Page

 Gross Acres
 29.92

 Class
 0021

 Tax District Code
 04006

Taxing Districts CES EXTENSION SERV

COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

PO Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$6,310	\$5,440
+ Farm Buildings	\$0	\$0
= Total	\$6,310	\$5,440

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

PO BOX 609 Benton IL 62812

Tax Year: 2019 Tax Rate: 7.62107

Amount

Installment 1: \$207.30 Installment 2: \$207.30

Tax Year: 2018 Tax Rate: 7.59598

Amount

Installment 1: \$176.61 Installment 2: \$176.61

## Tract 6

#### Мар



#### **DevNet Property Tax Inquiry**

View Report

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### Tract 7



#### Summary

17-27-200-015 Parcel ID N/A COFFEEN RD Alternate Parcel ID Property Address

IRREG PARC LYG ESTRLY ADJ TO RR IN SE1/4 SEC 22 & NE1/4 OF SEC 27 S27 T8 R3 **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page 1399-113&125 Gross Acres 18.66 0021 Tax District Code 04006

CES EXTENSION SERV **Taxing Districts** 

COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

#### New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
	1399-113&125	\$0.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$2,400	\$2,050
+ Farm Buildings	\$0	\$0
= Total	\$2,400	\$2,050

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 7 62107 Tax Rate:

Amount

Installment 1: \$78.12 Installment 2: \$78.12

Tax Year: 2018 7.59598 Tax Rate:

> Amount \$66.09

Installment 1: Installment 2: \$66.09

## Tract 7

#### Мар



#### **DevNet Property Tax Inquiry**

View Report

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### **Tract 8**



#### Summary

 Parcel ID
 17-22-200-009

 Alternate Parcel ID
 N/A

 Property Address
 N 9TH AV

 Township
 EAST FORK

Brief Legal Description W1/2 NW1/4 NE1/4 S22 T8 R3 (Note: Not to be used on legal documents)

 Deed Book/Page
 1399-99/106

 Gross Acres
 18.50

 Class
 0021

 The District Code
 0021

Tax District Code 04006
Taxing Districts CES EXTEN

CES EXTENSION SERV
COFFEEN FIRE
COUNTY TAX
EAST FORK ROAD DIST
EAST FORK TWP
HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Sales

Date	Document Number	Amount
	1399-99/106	\$0.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$2,740	\$2,250
+ Farm Buildings	\$0	\$0
= Total	\$2,740	\$2,250

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 Tax Rate: 7.62107

Amount

Installment 1: \$85.74 Installment 2: \$85.74

Tax Year: 2018 Tax Rate: 7.59598

Amount

Installment 1: \$68.75 Installment 2: \$68.75

## **Tract 8**

#### Мар



**DevNet Property Tax Inquiry** 

View Report

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### **Tract 8**



#### Summary

Parcel ID 17-15-300-007 N/A E 15TH RD Alternate Parcel ID Property Address

**Brief Legal Description** PT N1/2 N1//2 N1/2 SW1/4 S15 T8 R3 (Note: Not to be used on legal documents)

Deed Book/Page 1399-99,106,113 Gross Acres 12.40

0021 Tax District Code 04001

CES EXTENSION SERV **Taxing Districts** 

COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP

HILLSBORO AMB HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### **Owners**

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Sales

Date	Document Number	Allouit
	1399-99,106,113	\$0.00
Valuation		

2020

2019

	2020	2017
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$3,030	\$2,650
+ Farm Buildings	\$0	\$0
= Total	\$3,030	\$2,650

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC P O BOX 609

Benton IL 62812

2019 Tax Year: 7.36575

Amount \$97.60 Installment 1: Installment 2: \$97.60

Tax Year: 2018 Tax Rate: 7.32872

Installment 1: \$84.65 Installment 2: \$84.65

## **Tract 8**

#### Мар



#### **DevNet Property Tax Inquiry**

View Report

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### **Tract 8**



#### Summary

Parcel ID 17-16-400-004 N/A E 15TH RD Alternate Parcel ID Property Address

**Brief Legal Description** N 10 ACS NW1/4 SE1/4 & N 10 ACS NE1/4 SE1/4 S16 T8 R3

(Note: Not to be used on legal documents)

Deed Book/Page 1399-113&125 20.00 Gross Acres 0021 Tax District Code 04001

CES EXTENSION SERV **Taxing Districts** 

COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP

HILLSBORO AMB HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### **Owners**

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Sales Date

	1399-113&125	\$0.00
aluation		

Amount

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$3,930	\$3,360
+ Farm Buildings	\$0	\$0
- Total	£2.020	£2.240

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Document Number

2019 Tax Year: 7.36575

Amount \$123.75 Installment 1: Installment 2: \$123.75

Tax Year: 2018 Tax Rate: 7.32872

Installment 1: \$104.07 \$104.07 Installment 2:

## **Tract 8**

### Мар



#### **DevNet Property Tax Inquiry**

View Report

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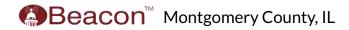
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### **Tract 9**



#### Summary

17-34-426-001 Parcel ID N/A CIPS TR Alternate Parcel ID Property Address EAST FORK

**Brief Legal Description** N 3/5 E 1/2 SE 8-3-1022 S34 T08 R3 (Note: Not to be used on legal documents)

Deed Book/Page 1399-113&125 Gross Acres 50.00 0021

Tax District Code 04006 CES EXTENSION SERV **Taxing Districts** 

**COFFEEN FIRE** COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY HILLSBORO UNIT 3

LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
05/01/2009	1399-113&125	\$1,090,500.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$10,440	\$9,090
+ Farm Buildings	\$0	\$0
= Total	\$10,440	\$9,090

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 7 62107 Tax Rate:

Amount

Installment 1: \$346.38 Installment 2: \$346.38

Tax Year: 2018 7.59598 Tax Rate:

> Amount \$298.90

Installment 1: Installment 2: \$298.90

## **Tract 9**

#### Мар



**DevNet Property Tax Inquiry** 

View Report

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### **Tract 9**



#### Summary

 Parcel ID
 17-34-476-003

 Alternate Parcel ID
 N/A

 Property Address
 6043 MADISON ST

Property Address 6043 MADISON ST Township EAST FORK

**Brief Legal Description** W407' S990' SE SE (EX BEG SW COR N332.59' NE 197.62' SE356.62' W209.59' TO POB) 8-3-127-1 S34 T08 R3

(Note: Not to be used on legal documents)

 Deed Book/Page
 1399-113&125

 Gross Acres
 7.66

 Class
 0021

 Tax District Code
 04006

Taxing Districts CES EXTENSION SERV

COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Sales

Date	Document Number	Amount
03/28/2008	1399-113&125	\$110,000.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$1,270	\$1,100
+ Farm Buildings	\$0	\$0
= Total	\$1,270	\$1,100

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 Tax Rate: 7.62107

Amount

Installment 1: \$41.92 Installment 2: \$41.92

Tax Year: 2018 Tax Rate: 7.59598

Amount

Installment 1: \$35.70 Installment 2: \$35.70

## **Tract 9**

#### Мар



#### **DevNet Property Tax Inquiry**

View Report

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### **Tract 9**



#### Summary

17-34-476-004 Parcel ID N/A 15303 N 6TH AV Alternate Parcel ID Property Address

PT SE SE-BEG SW COR N332.59' NE197.62' SE356.62' W209.59' TO POB 8-3-1027 S34 T08 R3 **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page 1399-113&125 Gross Acres 1.59 0030 Tax District Code 04006

CES EXTENSION SERV **Taxing Districts** 

**COFFEEN FIRE** COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
07/14/2008	1399-113&125	\$75,000.00

#### Valuation

	2020	2019
+ Land/Lot	\$2,410	\$2,290
+ Buildings	\$0	\$0
+ Farm Land	\$0	\$0
+ Farm Buildings	\$0	\$0
= Total	\$2,410	\$2,290

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 7.62107 Tax Rate:

Amount

Installment 1: \$87.26 Installment 2: \$87.26

Tax Year: 2018 7.59598 Tax Rate:

> Amount \$82.42

Installment 1: Installment 2: \$82.42

For payment information please contact the Treasurer's Office. 217-532-9521

**Photos** 

## **Tract 9**



#### Мар



#### **DevNet Property Tax Inquiry**

View Report

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### **Tract 9**



#### Summary

17-34-200-012 Parcel ID N/A 1322 CIPS TR Alternate Parcel ID Property Address EAST FORK

PT S 1/2 N 1/2 NE 8-3-1008C S34 T08 R3 **Brief Legal Description** (Note: Not to be used on legal documents)

Deed Book/Page 1399-113&125 Gross Acres 1.00 0030 Tax District Code 04006

CES EXTENSION SERV **Taxing Districts** 

COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY HILLSBORO UNIT 3

LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
04/08/2008	1399-113&125	\$55,000.00

#### Valuation

	2020	2017
+ Land/Lot	\$1,090	\$1,040
+ Buildings	\$0	\$0
+ Farm Land	\$0	\$0
+ Farm Buildings	\$0	\$0
= Total	\$1,090	\$1,040

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 7.62107 Tax Rate:

> Amount \$39.63

Installment 1: Installment 2: \$39.63

Tax Year: 2018 7.59598 Tax Rate:

> Amount \$37.60

Installment 1: Installment 2: \$37.60

For payment information please contact the Treasurer's Office. 217-532-9521

**Photos** 

## **Tract 9**



#### Мар



#### **DevNet Property Tax Inquiry**

View Report

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### **Tract 9**



#### Summary

17-34-200-021 Parcel ID N/A ILLINOIS ROUTE 185 Alternate Parcel ID

Property Address

 ${\sf PT\,NE\,LYG\,S\,OF\,RT\,185\,E\,OF\,RD\,THRU\,S\,1/2\,EX\,1\,AC\,NW\,COR\,\&\,EX\,6.01\,AC\,E\,SD\,\&\,EX\,IRREG\,2.22\,A\,8-3-1008\,S34\,T08\,R3}$ **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page 1399-113&125 Gross Acres 27.90 0021 Tax District Code 04006

CES EXTENSION SERV **Taxing Districts** 

**COFFEEN FIRE** COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC

P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

 $For exemption information please contact the Supervisor of Assessments \, Office. \, 217\text{-}532\text{-}9595$ 

#### Sales

Date	Document Number	Amount
05/01/2009	1399-113&125	\$1,090,500.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$5,550	\$4,790
+ Farm Buildings	\$0	\$0
= Total	\$5,550	\$4,790

#### Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 7 62107 Tax Rate:

Amount

Installment 1: \$182.53 Installment 2: \$182.53

Tax Year: 2018 7.59598 Tax Rate:

> Amount \$156.10

Installment 1: Installment 2: \$156.10

## **Tract 9**

### Мар



**DevNet Property Tax Inquiry** 

View Report

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## Tract 10



#### Summary

 Parcel ID
 17-35-356-005

 Alternate Parcel ID
 N/A

 Property Address
 W 3RD ST

 Township
 FAST FORK

Brief Legal Description LTS 28 THRU 38 & E10' W ADJ VAC ALLEY N & S & VAC 4TH ST BTW LTS 32 & 33 TRAYLOR'S ORCHARD PLACE

(Note: Not to be used on legal documents)

 Deed Book/Page
 1399-113

 Gross Acres
 2.07

 Class
 0030

 Tax District Code
 04004

Taxing Districts

CES EXTENSION SERV

COFFEEN CORP COFFEEN FIRE COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AMB HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Sales

D	ite Documei	ent Number Amount	:
	1399-11	13 \$0.00	,

#### Valuation

	2020	2019
+ Land/Lot	\$2,400	\$2,280
+ Buildings	\$0	\$0
+ Farm Land	\$0	\$0
+ Farm Buildings	\$0	\$0
= Total	\$2.400	\$2,280

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 Tax Rate: 9.47000

Amount

Installment 1: \$107.96 Installment 2: \$107.96

Tax Year: 2018 Tax Rate: 9.63033

Amount Installment 1: \$104.01 Installment 2: \$104.01

## Tract 10

### Мар



**DevNet Property Tax Inquiry** 

View Report

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## Tract 11



#### Summary

 Parcel ID
 21-02-111-013

 Alternate Parcel ID
 N/A

 Property Address
 W6TH ST

 Township
 FAST FORK

**Brief Legal Description** LOTS 3 THRU 16 & 20 THRU 28 & 32 THRU 36 & 63 THRU 66 SAM H SMITH ADD 8-3-1606 THRU 1667 EX SEVERAL S TOO R

(Note: Not to be used on legal documents)

 Deed Book/Page

 Gross Acres
 5.35

 Class
 0030

 Tax District Code
 04004

Tax District Code 04004
Taxing Districts CES EXTENSION SERV

COFFEEN CORP
COFFEEN FIRE
COUNTY TAX
EAST FORK ROAD DIST
EAST FORK TWP
HILLSBORO AMB
HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### Owners

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Sales

Date	Document Number	Amount
01/15/2009		\$1,200,000.00

#### Valuation

	2020	2019
+ Land/Lot	\$4,990	\$4,750
+ Buildings	\$0	\$0
+ Farm Land	\$0	\$0
+ Farm Buildings	\$0	\$0
= Total	\$4,990	\$4,750

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC P O BOX 609

P O BOX 609 Benton IL 62812

Tax Year: 2019 Tax Rate: 9.47000

Amount

Installment 1: \$224.92 Installment 2: \$224.92

Tax Year: 2018 Tax Rate: 9.63033

Amount Installment 1: \$216.68 Installment 2: \$216.68

## Tract 11

#### Мар



**DevNet Property Tax Inquiry** 

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### **Tracts 12-14**



#### Summary

 Parcel ID
 17-09-100-004

 Alternate Parcel ID
 N/A

 Property Address
 FILLMORE TR

 Township
 FAST FORK

Brief Legal Description PT E1/2 NE1/4 SEC 8 & NW1/4 SEC 9 S9 T8 R3

(Note: Not to be used on legal documents)

 Deed Book/Page

 Gross Acres
 226.03

 Class
 0011

 Tay Dictrict Code
 04001

Tax District Code 04001 Taxing Districts CES EXTENSION SERV

COUNTY TAX
EAST FORK ROAD DIST
EAST FORK TWP
HILLSBORO AMB

HILLSBORO AMB HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK

#### **Owners**

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$60,550	\$0
+ Farm Buildings	\$6,170	\$0
= Total	\$66,720	\$0

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 Tax Rate: 7.36575

Amount Installment 1: \$0.00 Installment 2: \$0.00

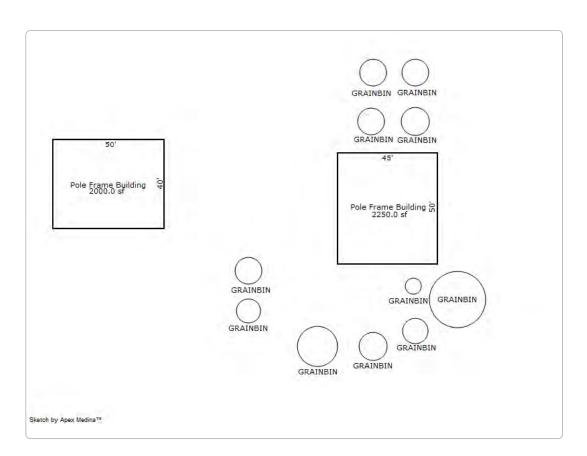
Tax Year: 2018
Tax Rate: 7.32872

Amoun Installment 1: \$0.00 Installment 2: \$0.00

For payment information please contact the Treasurer's Office. 217-532-9521

#### Sketches

## **Tracts 12-14**



#### Map



#### **DevNet Property Tax Inquiry**

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## Tract 15



#### Summary

Parcel ID 21-06-200-007 N/A N 6TH AV Alternate Parcel ID Property Address

BEG PT 1462.41' E OF NW COR NE FRL1/4 S 1195.07' W 55.46' S 211.2' E 546.07' NLY 1405.38' W 450.6' TO POB AKA PT GLS 1 & 2 PT NE FRL1/4 SEC S6 T7 R3 **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page

Gross Acres Class 0021 Tax District Code 04007

CES EXTENSION SERV COUNTY TAX **Taxing Districts** 

EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA GRSH-WSVL-EFRK SHOAL CREEK FIRE

#### Owners

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office, 217-532-9595

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$3,070	\$2,640
+ Farm Buildings	\$0	\$0
= Total	\$3,070	\$2,640

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC P O BOX 609

Benton IL 62812

Tax Year: 2019 Tax Rate: 7.73044

Amount

\$102.04 Installment 1: Installment 2: \$102.04

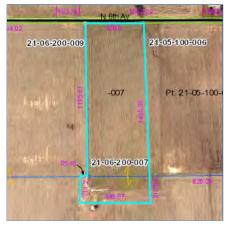
Tax Year: 2018 Tax Rate: 7.68994

Amount

Installment 1: \$86.13 Installment 2: \$86.13

## Tract 15

#### Мар



#### **DevNet Property Tax Inquiry**

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### **Part of Tract 16**



#### Summary

16-25-400-007 Parcel ID N/A COFFEEN RD Alternate Parcel ID Property Address

BEG NE COR NE SE SE S18.70' W1338.58' N27.25' E1338.82' TO POB S25 T8 R4 **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page 0.70 Gross Acres 0021 Tax District Code 08001

CES EXTENSION SERV **Taxing Districts** 

COUNTY TAX HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY HILLSBORO ROAD DIST

HILLSBORO TWP HILLSBORO UNIT 3 LINCOLNLAND COLLEGE

#### **Owners**

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	١
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	١
Senior Citizen Assessment Freeze Homestead Exemption:	١
Fraternal Freeze Exemption:	١
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office, 217-532-9595

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$170	\$150
+ Farm Buildings	\$0	\$0
= Total	\$170	\$150

#### **Tax History**

Installment 2:

Tax Bill Mail To: NEW RIVER ROYALTY LLC P O BOX 609

Benton IL 62812

Tax Year 2019 7.70194 Tax Rate:

Amount

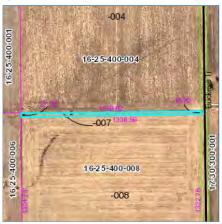
Installment 1: \$5.78 Installment 2:

2018 Tax Year: Tax Rate: 7.70804

Amount Installment 1: \$7.71 \$7.71

## **Part of Tract 16**

#### Мар



**DevNet Property Tax Inquiry** 

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## **Part of Tract 16**



#### Summary

 Parcel ID
 16-25-400-001

 Alternate Parcel ID
 N/A

 Property Address
 123 N BROAD

 Township
 HILLSBORO

Brief Legal Description NW SE 8-4-449 S25 T08 R4

(Note: Not to be used on legal documents)

 Deed Book/Page

 Gross Acres
 40.00

 Class
 0021

 Tax District Code
 08001

Taxing Districts

08001

CES EXTENSION SERV

COUNTY TAX HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO ROAD DIST HILLSBORO TWP HILLSBORO UNIT 3 LINCOLNLAND COLLEGE

#### **Owners**

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Sales

Date	Document Number	Amount
03/13/2009		\$2,420,000.00

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$6,220	\$5,450
+ Farm Buildings	\$0	\$0
= Total	\$6.220	\$5.450

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019 Tax Rate: 7.70194

Amount

Installment 1: \$209.88 Installment 2: \$209.88

Tax Year: 2018 Tax Rate: 7.70804

Amount 1: \$183.07 Installment 2: \$183.07

## **Part of Tract 16**

### Мар



**DevNet Property Tax Inquiry** 

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### Tract 17 & Part of 18



#### Summary

 Parcel ID
 16-15-200-015

 Alternate Parcel ID
 N/A

 Property Address
 WALSHVILLE TR

 Township
 HILLSBORO

 Brief Legal Description
 PT NE NE S15 T8 R4

(Note: Not to be used on legal documents)

 Deed Book/Page

 Gross Acres
 33.49

 Class
 0021

 Tax District Code
 08001

Taxing Districts CES EXTENSION SERV

COUNTY TAX HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO ROAD DIST HILLSBORO TWP HILLSBORO UNIT 3 LINCOLNLAND COLLEGE

#### Owners

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$5,210	\$4,590
+ Farm Buildings	\$0	\$0
= Total	\$5,210	\$4.590

#### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC P O BOX 609

Benton IL 62812

Tax Year: 2019 Tax Rate: 7.70194

Amount

Installment 1: \$176.76 Installment 2: \$176.76

Tax Year: 2018 Tax Rate: 7.70804

Amount Installment 1: \$155.32 Installment 2: \$155.32

## Tract 17 & Part of 18

### Мар



### **DevNet Property Tax Inquiry**

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### **Part of Tract 18**



#### Summary

 Parcel ID
 16-10-400-012

 Alternate Parcel ID
 N/A

 Property Address
 WALSHVILLE TR

Property Address WALSHVILLE TR Township HILLSBORO

Brief Legal Description IRRG TR LYG IN SW SE & E1/2 SE S10 T8 R4 (Note: Not to be used on legal documents)

 Deed Book/Page

 Gross Acres
 26.39

 Class
 0021

Tax District Code 08001

Taxing Districts

CES EXTENSION SERV
COUNTY TAX
HILLSBORO AMB

HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY HILLSBORO ROAD DIST

HILLSBORO TWP
HILLSBORO UNIT 3
LINCOLNLAND COLLEGE

#### Owners

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$4,560	\$4,020
+ Farm Buildings	\$0	\$0
= Total	\$4 560	\$4,020

### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC P O BOX 609

Benton IL 62812

Tax Year: 2019 Tax Rate: 7.70194

Amount

Installment 1: \$154.81 Installment 2: \$154.81

Tax Year: 2018 Tax Rate: 7.70804

Amount

Installment 1: \$135.66 Installment 2: \$135.66

For payment information please contact the Treasurer's Office. 217-532-9521  $\,$ 

## **Part of Tract 18**

### Мар



**DevNet Property Tax Inquiry** 

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### **Part of Tract 18**



#### Summary

16-11-301-004 Parcel ID N/A EDGEWOOD DR Alternate Parcel ID

Property Address

IRRG TR LYG IN SW NW & NW SW S11 T8 R4 **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page Gross Acres 15.59 0021 Tax District Code 08001

CES EXTENSION SERV **Taxing Districts** 

COUNTY TAX HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO ROAD DIST HILLSBORO TWP HILLSBORO UNIT 3 LINCOLNLAND COLLEGE

#### **Owners**

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office, 217-532-9595

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$2,610	\$2,370
+ Farm Buildings	\$0	\$0
= Total	\$2 610	\$2,370

### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC P O BOX 609

Benton IL 62812

Tax Year 2019 7.70194 Tax Rate:

Amount

Installment 1: \$91.27 Installment 2: \$91.27

2018 Tax Year: Tax Rate: 7.70804

Amount

Installment 1: \$82.86 Installment 2: \$82.86

For payment information please contact the Treasurer's Office. 217-532-9521

## **Part of Tract 18**

### Мар



**DevNet Property Tax Inquiry** 

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### **Part of Tract 18**



#### Summary

16-11-301-004 Parcel ID N/A EDGEWOOD DR Alternate Parcel ID

Property Address

IRRG TR LYG IN SW NW & NW SW S11 T8 R4 **Brief Legal Description** 

(Note: Not to be used on legal documents)

Deed Book/Page Gross Acres 15.59 0021 Tax District Code 08001

CES EXTENSION SERV **Taxing Districts** 

COUNTY TAX HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO ROAD DIST HILLSBORO TWP HILLSBORO UNIT 3 LINCOLNLAND COLLEGE

#### **Owners**

New River Royalty LLC P O Box 609 Benton IL 62812

#### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office, 217-532-9595

#### Valuation

	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$2,610	\$2,370
+ Farm Buildings	\$0	\$0
= Total	\$2 610	\$2,370

### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC P O BOX 609

Benton IL 62812

Tax Year 2019 7.70194 Tax Rate:

Amount

Installment 1: \$91.27 Installment 2: \$91.27

2018 Tax Year: Tax Rate: 7.70804

Amount

Installment 1: \$82.86 Installment 2: \$82.86

For payment information please contact the Treasurer's Office. 217-532-9521

## **Part of Tract 18**

### Мар



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# Tract 19



#### Summary

 Parcel ID
 11-29-200-004

 Alternate Parcel ID
 N/A

 Property Address
 ROCKY HOLLOW TR

Property Address ROCKY HOLLOW TR Township BUTLER GROVE

Brief Legal Description PT E 1/2 NE 9-4-372 S29 T09 R4
(Note: Not to be used on legal documents)

Deed Book/Page -Gross Acres 30.00

Class 0021
Tax District Code 03003

Tax District Code 03003
Taxing Districts BUTL GROV ROAD DIST

BUTLER GROVE TWP
CES EXTENSION SERV
COUNTY TAX
HILLSBORO AMB

HILLSBORO AREA PUBLIC LIBRARY

HILLSBORO UNIT 3 LINCOLNLAND COLLEGE MTA BUT-IRV-ROUN

#### **Owners**

New River Royalty LLC P O Box 609 Benton IL 62812

### 2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

**Document Number** 

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

Amount

\$144,000.00

### Sales

Date

08/05/2008

Valuation		
	2020	2019
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0

 + Buildings
 \$0
 \$0

 + Farm Land
 \$3,610
 \$3,030

 + Farm Buildings
 \$0
 \$0

 = Total
 \$3,610
 \$3,030

### **Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC

P O BOX 609 Benton IL 62812

Tax Year: 2019
Tax Rate: 8.13232

Amount Installment 1: \$123.21 Installment 2: \$123.21

Tax Year: 2018
Tax Rate: 8.14794

Amount Installment 1: \$101.85 Installment 2: \$101.85

For payment information please contact the Treasurer's Office. 217-532-9521

## Tract 19

### Мар



**DevNet Property Tax Inquiry** 

View Report

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# Tract 20

Parcel Number	Site Address	Owner Name & Address
05-07.0-200-008	STATE RT 4	NEW RIVER ROYALTY LLC,
Tax Year 2020 (Payable 2021)	LEBANON, IL 62254	PO BOX 609 BENTON, IL, 62812
Sale Status None		
Property Class 0021 - Farmland	<b>Tax Code</b> 04002 -	Tax Status Taxable
Net Taxable Value	Tax Rate	Total Tax
0	Unavailable	Unavailable
Township	Acres	Mailing Address
LEBANON	46.6500	

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
County Assessor	0	0	10,437	0	0	10,437
Assessor	0	0	9,057	0	0	9,057
Prior Year Equalized	0	0	9,057	0	0	9,057

No Billing Information

No Drainage / Special District Information

No Exemptions

No Farmland Information

No Forfeiture Information

Parcel Genealogy					
Relationship	Parcel Number	Action	Year	Change Effective Year	Completed
Parent Parcel	05070200002	Split	2005	2006	Yes

Parcel Owner Information		
Name	Tax Bill	Address
NEW RIVER ROYALTY LLC	Y	PO BOX 609 BENTON, IL, 62812

No Redemptions

Sales History										
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price		
2011	A02248410	Warranty Deed	1/4/2011	NEW RIVER ROYALTY, LLC	G. MICHAEL FRAVALA	\$363,870.00	\$0.00	\$363,870.00		
2008	A02086920	Trustee Deed	1/11/2008	RICHARD & JANET QUINN	MONTGOMERY LAND CO	\$363,870.00	\$0.00	\$363,870.00		

## Tract 20

Payment History									
Tax Year	Total Billed	Total Paid	Amount Unpaid						
2019	\$831.06	\$831.06	\$0.00						
2018	\$717.12	\$717.12	\$0.00						
2017	\$615.00	\$615.00	\$0.00						
Show 11 More									

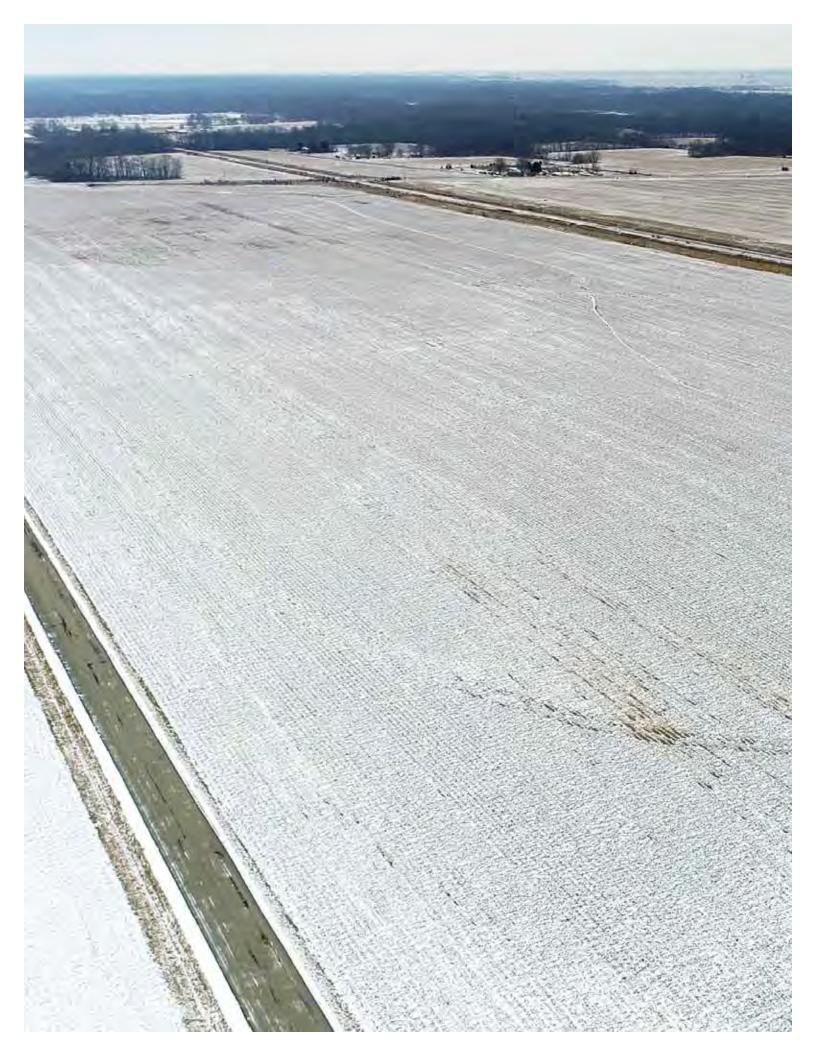
### No Taxing Bodies Information

#### Disclaimer

St Clair County makes every effort to produce and publish the most current and accurate information possible.

St Clair County accepts no responsibility for the consequences of the inappropriate use or the interpretation of data.

No warranties, expressed or implied, are provided for data herein. By proceeding with a property search you are stating that the notice has been read and that you understand and agree with its contents.



# PRE-CLOSING ACCESS

# PRE-CLOSING ACCESS

### EXHIBIT \_\_ PRE-CLOSING ACCESS ADDENDUM

(Applies only if Buyer elects to have pre-closing access.)

This Addendum is executed in connection with an Agreement to Purchase, including all exhibits and/or addenda incorporated therein (collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from the undersigned New River Royalty, LLC ("Seller"), the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts located in Montgomery and St. Clair Counties in the State of Illinois and put up for bids at the public auction conducted on March 27, 2021.

- 1. Grant of License. Upon execution of the Purchase Agreement and this Addendum and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Property (excluding any building) for the sole and limited purpose of conducting Authorized Activities, subject to the terms and conditions of this Addendum. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Property by virtue of this Addendum.
- 2. Authorized Activities. As used herein, the term "Authorized Activities" refers to the following activities, whether conducted by Buyer, a Designated Third Party (defined below) or Buyer's employee(s), independent contractor(s), agent(s), guest(s) and/or invitee(s) (collectively, "Buyer Parties"): (a) normal crop farming activities conducted on that part of the Property now comprised of tilled cropland in connection with preparing for and/or planting the Spring 2021 crop and/or maintaining the growing wheat crop (if applicable), including soil testing, fertilizer application and/or tillage (all within existing field lines); and (b) in-season hunting of game species. Authorized Activities shall be conducted in compliance with all applicable laws, rules and regulations, including, without limitation, licensure requirements, while taking all reasonable measures and exercising all due care to prevent injury to person or damage to property. Until the Closing, Buyer shall not: (i) conduct or permit any activities on the Property other than the Authorized Activities; or (ii) make any alteration of, change to or improvement on the Property other than alterations and/or changes that are clearly contemplated by the description (and clearly entailed by the performance) of Authorized Activities, as expressly defined above. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities.
- 3. Additional Earnest Money. Buyer shall not conduct any Authorized Activities prior to Closing unless and until Buyer has delivered as additional earnest money a sum equal to 10% of the purchase price due under the Purchase Agreement (the "Additional Earnest Money"), in addition to the earnest money otherwise required under the Purchase Agreement. The Additional Earnest Money shall be delivered to the same escrow agent holding the earnest money otherwise delivered pursuant to the Purchase Agreement, to be held and disbursed pursuant to the same terms and conditions that apply to the earnest money under the terms of the Purchase Agreement.
- 4. Indemnification. As a material part of the consideration for the license granted herein, Buyer, for itself and all Buyer Parties, hereby: (a) assumes all risk of Loss (as defined below); (b) waives and releases any claim against Seller for any Loss; and (c) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (i) the Authorized Activities; (ii) the entry upon the Property by Buyer; (iii) the entry upon the Property by any other person in connection with the Authorized Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (iv) any breach of or default with respect to any obligation of Buyer under this Addendum. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Property at a Closing; (B) the failure of Buyer to acquire the Property for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
- 5. Insurance. Buyer shall have and maintain general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Property. Buyer shall provide Seller with proof of such insurance in a form acceptable to Seller prior to conducting any Authorized Activities and shall maintain such insurance until the Closing.
- 6. **Buyer's Failure to Acquire Property.** If for any reason Buyer fails to acquire the Property pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Property pursuant to the terms of the Purchase Agreement; (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities; and (c) for the avoidance of doubt, Buyer shall not be entitled to reimbursement of Additional Earnest Money.
- 7. Additional Limitations and Conditions. This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.
- 8. **Prospective Tenants; Third Parties.** Buyer may permit a prospective tenant or other third party (each, a "Designated Third Party") to conduct Authorized Activities on behalf of Buyer prior to Closing. However, Buyer has no right to lease the Property prior to Closing. Buyer shall notify any such Designated Third Party of the provisions of this Addendum, including the provisions that apply in the event Buyer fails to acquire the Property pursuant to the Purchase Agreement, and Buyer shall indemnify and hold harmless Seller and Seller's agents from and against all claims of any such Designated Third Party. Furthermore, prior to entry upon the Property, Buyer shall cause any Designated Third Party to provide to Seller proof of insurance in compliance with the terms hereof.

BUYER:	Printed Name(s):						
	Signature(s):		Date:				
SELLER:	NEW RIVER ROYALTY, LLC						
	Ву:	()	Date:				

ALL COMMITMENTS WILL BE REVISED PRIOR TO THE AUCTION

### Tract 1

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-052

### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 1** 

1. Effective Date

February 8, 2021 @ 7:00 a.m.

Case No.

21-052

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

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## Tract 1

Case No. 21-052

### Exhibit "A"

That part of the West Half (W  $\frac{1}{2}$ ) of the East Half (E  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{2}$ ) lying South of IL Route 185, in Section Eight (8), Township Seven (7) North, Range Two (2) West of the Third Principal Meridian, Montgomery County, Illinois, *except* the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### Tract 1

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-052

### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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.
- The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 1

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 22-08-400-009 (2019: \$497.30, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### Tract 1

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-052

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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.
- 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.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### Tract 1

- 13. Right of Way granted to General Telephone Company of Illinois, by instrument dated August 12, 1968, filed September 5, 1968 in Misc. Record 99, page 259 as Doc. No. 220122.
- Right-of-Way Easement granted to Montgomery County Water Company by instrument dated April 11, 2000, filed April 18, 2000 in Book 573, page 302 as Doc. No. 200000383948.
- 15. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- 17. Specific lien information has been redacted. All liens are to be satisfied and removed at or prior to closing.

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### Tract 2

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-053

### **SPEARS TITLE COMPANY**

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 2** 

1. Effective Date

February 8, 2021 @ 7:00 a.m.

Case No.

21-053

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

This page is only a part of a 2016 Alta Commitment for Title Insurance by Fidelity National 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 countersignature by the Company or its issuing agent that may be in electronic form. Copyright American Land Title Association. All rights reserved.

# Tract 2

Case No. 21-053

### Exhibit "A"

That part of the West Half (W  $\frac{1}{2}$ ) of the East Half (E  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{2}$ ) lying North of IL Route 185; that part of the Northwest Quarter (NW  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{2}$ ) lying North of IL Route 185; and that part of the South Half (S  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{2}$ ) lying North of IL Route 185, all in Section Eight (8), Township Seven (7) North, Range Two (2) West of the Third Principal Meridian, Montgomery County, Illinois, except the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### Tract 2

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-053

### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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.
- 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.
- The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 2

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 22-08-200-013; 22-08-400-002 (2019: \$481.42, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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## Tract 2

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-053

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 1. Rights or Claims of parties in possession not shown by Public Records.
- 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.
- Easements, or claims of easements, not shown by the Public Records.
- 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.
- 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.
- Any defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- Title to all coal, oil, gas and other minerals within and underlying the land, together with all
  mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### Tract 2

- 13. Right of Way granted to General Telephone Company of Illinois, by instrument dated August 12, 1968, filed September 5, 1968 in Misc. Record 99, page 259 as Doc. No. 220122.
- Right-of-Way Easement granted to Montgomery County Water Company by instrument dated April 11, 2000, filed April 18, 2000 in Book 573, page 302 as Doc. No. 200000383948.
- 15. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- 17. Specific lien information has been redacted. All liens are to be satisfied and removed at or prior to closing.

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### Tract 3

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-061

### **SPEARS TITLE COMPANY**

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 3** 

1. Effective Date February 8, 2021 @ 7:00 a.m.

Case No.

21-061

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

This page is only a part of a 2016 Alta Commitment for Title Insurance by Fidelity National 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 countersignature by the Company or its issuing agent that may be in electronic form. Copyright American Land Title Association. All rights reserved.

## **Tract 3**

Case No. 21-061

#### Exhibit "A"

The South Half (S  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty-six (26), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, *except* that part described as follows: Beginning at the southwest corner of the said Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty-six (26); thence on the west line of said Northwest Quarter (NW  $\frac{1}{4}$ ), North 0° 23′ 54″ East, 192.00 feet; thence South 89° 04′ 36″ East, 219.00 feet; thence South 2° 11′ 19″ West, 192.04 feet to the south line of the said Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty-six (26); thence on the said south line, North 89° 04′ 36″ West, 213.00 feet to the point of beginning, also except the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

## **Tract 3**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-061

### 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 or 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.
- 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 3

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 17-26-100-006 (2019: \$1158.40, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### Tract 3

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-061

### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 1. Rights or Claims of parties in possession not shown by Public Records.
- 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.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

## **Tract 3**

- 13. Right of Way granted to General Telephone Company by instrument dated October 14, 1969, filed December 15, 1969 in Misc. Record 104, page 182 as Doc. No. 224527.
- 14. Sanitary Sewer Easement as shown on a Warranty Deed filed July 21, 2006 in Book 1145, page 26 as Doc. No. 200600034107 and in Warranty Deed filed October 30, 2008 in Book 1286, page 59 as Doc. No. 200800048317.
- Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 20180002829.

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### Tract 4

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-056

### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 4** 

1. Effective Date February 8, 2021 @ 7:00 a.m.

21-056 Case No.

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

This page is only a part of a 2016 Alta Commitment for Title Insurance by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B; Part II-Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form. Copyright American Land Title Association. All rights reserved.

### **Tract 4**

Case No. 21-056

#### Exhibit "A"

The Southeast Quarter (SE ½) of the Northeast Quarter (NE ½) in Section Twenty-seven (27), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, *except* that part described as follows: Beginning at the Northwest corner of said quarter-quarter section, thence on the North line thereof, North 89° 57' 05" East, 343.62 feet; thence South 0° 42' 59" East, 1332.63 feet to the South line of said quarter-quarter section; thence on said South line, South 89° 35' 52" West, 343.60 feet to the Southwest corner of said quarter-quarter section; thence on the West line thereof, North 0° 42' 59" West, 1334.75 feet to the point of beginning, *also except* the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### Tract 4

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-056

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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.
- 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
- 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.
- 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.
- The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 4

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 17-27-200-014 (2019: \$429.08, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### Tract 4

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-056

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 1. Rights or Claims of parties in possession not shown by Public Records.
- 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.
- 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.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### Tract 4

- Easement granted to Illinois Power Company by Ferdinand B. Huber and Inez A. Huber, his wife, dated August 2, 1946, filed September 9, 1946 in Misc. Book 44, page 590 As Doc. No. 110053.
- Easement granted to Illinois Power Company by Inez A. Huber dated July 25, 1962, filed October 2, 1962 in Misc. Record 80, page 139 as Doc. No. 198521.
- Right of Way Easement granted to Harry E. McCollum and Opal B. McCollum, their heirs and assigns, by instrument dated April 8, 1953, filed April 24, 1953 in Misc. Record 60, page 243 as Doc. No. 146031.
- Right of Way Easement granted to Montgomery County Water Company by instrument dated October 31, 2003, filed December 1, 2003 in Record Book 964, page 245 as Doc. No. 200300016093.
- 17. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- 19. Specific lien information has been redacted. All liens are to be satisfied and removed at or prior to closing.
- Grant of Surface Easement Oneus LLC, a Delaware limited liability company doing business as Savatran LLC, by instrument dated August 12, 2010, filed August 30, 2010 in Book 1399, page 78 as Doc. No. 201000059724. (For railroad line and related facilities, etc., for particulars see record.)

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### Tract 5

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-044

#### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 5** 

1. Effective Date

February 8, 2021 @ 7:00 a.m.

Case No.

21-044

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

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### Tract 5

Case No. 21-044

#### Exhibit "A"

Part of the South Half (S  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{2}$ ) of Section Twenty-six (26), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows: Beginning at the southwest corner of the said Northwest Quarter (NW  $\frac{1}{2}$ ) of Section Twenty-six (26); thence on the west line of said Northwest Quarter (NW  $\frac{1}{2}$ ), North 0° 23′ 54″ East, 192.00 feet; thence South 89° 04′ 36″ East, 219.00 feet; thence South 2° 11′ 19″ West, 192.04 feet to the south line of the said Northwest Quarter (NW  $\frac{1}{2}$ ) of Section Twenty-six (26); thence on the said south line, North 89° 04′ 36″ West, 213.00 feet to the point of beginning,

Also a 40.00 foot wide sanitary sewer easement, being 20.00 feet each side of the following described centerline: Commencing at the southwest corner of the said Northwest Quarter (NW ½) of Section Twenty-six (26); thence on the west line of the said Northwest Quarter (NW ½), North 0° 23′ 54″ East, 192.00 feet; thence South 89° 04′ 36″ East, 145.03 feet to the point of beginning of the said sanitary sewer easement. From the said point of beginning, thence North 42° 28′ 26″ East, 325.00 feet to the point of ending of the said sanitary sewer easement.

Except the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### Tract 5

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-044

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 5

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 17-26-100-005 (2019: \$1915.94, paid)

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### Tract 5

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-044

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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.
- 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.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### **Tract 5**

- 13. Easement granted to General Telephone Company of Illinois by instrument dated October 14, 1969, filed December 15, 1969 in Misc. Record 104, page 182 as Doc. No. 224527.
- 14. Rights of the adjoining owner or owners to the concurrent use of the easement described at Schedule A herein.
- 15. Terms, provisions and conditions as set forth in the instrument creating the easement described at Schedule A herein.
- 16. Such state of facts as would be disclosed by an accurate survey and inspection of the area affected by the easement conveyed as appurtenant to the insured premises.
- 17. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- 18. Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.

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### Tract 6

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-062

#### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 6** 

1. Effective Date February 8, 2021 @ 7:00 a.m.

Case No.

21-062

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

This page is only a part of a 2016 Alta Commitment for Title Insurance by Fidelity National 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 countersignature by the Company or its issuing agent that may be in electronic form. Copyright American Land Title Association. All rights reserved.

### **Tract 6**

Case No. 21-062

#### Exhibit "A"

Northeast Quarter (NE  $\frac{1}{1}$ ) of the Southeast Quarter (SE  $\frac{1}{1}$ ) and East Half (E  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{1}$ ) of the Southeast Quarter (SE  $\frac{1}{1}$ ) of Section Twenty-seven (27), except the North 50 feet of said tracts, the Southeast Quarter (SE  $\frac{1}{1}$ ) of the Southeast Quarter (SE  $\frac{1}{1}$ ) of Section Twenty-seven (27), and part of the North Half (N  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{1}$ ) of the Northeast Quarter (NE  $\frac{1}{1}$ ) of Section Thirty-four (34), bounded as follows: Commencing at the Northeast corner of said section 34 and running thence West to the Northwest corner of the Northeast Quarter (NE  $\frac{1}{1}$ ) of the Northeast Quarter (NE  $\frac{1}{1}$ ), thence South 40 rods, thence East 16 rods to the center of the old Irving Road, thence Northeasterly along the center of said road to the place of beginning, all situated in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois,

Excepting therefrom that part of the East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of said Section Twenty-seven (27), described as follows:

Commencing at the Southeast corner of the said East Half (E  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Twenty-seven (27); thence on the South line of the said half-quarter-quarter section, South 89° 34' 16" West, 20.00 feet to a point on the proposed Westerly line of a railroad right of way, said point being the point of beginning.

From said point of beginning; thence continuing on the said South line of the half-quarter-quarter section, South 89° 34' 16" West, 643.33 feet to the Southwest corner thereof; thence on the West line of the said half-quarter-quarter section, North 00° 31' 34" West, 1277.48 feet to the South line of a tract of land described in a deed recorded as Doc. No. 200600033266 in Book 1136, page 160 in

the Montgomery County Recorder's office; thence on the said South line of the tract of land, North 89° 35' 52' East, 282.47 feet to the aforementioned proposed Westerly railroad right of way line; thence on said proposed Westerly railroad right of way line the following four courses:

Thence South 14° 53' 25" East, 224.97 feet; Thence South 26° 25' 38" East, 200.00 feet; Thence South 14° 53' 25" East, 574.72 feet; Thence South 13° 36' 02" East, 331.96 feet to the point of beginning.

Also, part of the North Half (N ½) of the Northeast Quarter (NE ¼) and part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ½) of Section thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, described as follows: Beginning at a point 30 feet South and 30 feet West of the Northeast corner of said Section 34, thence South 2° West Eighteen Hundred Fifty-five and one-half feet to a concrete marker on the North side of the Coffeen and Vandalia Road, thence North 55° West 2131 feet to a concrete marker on the North side of said Road, thence North 89° 30' East 781 feet, to an iron pin, thence North 60° East 1247 ½ feet to the place of beginning,

Excepting therefrom that part of the South Half (S  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of said Section Thirty-four (34) described as follows:

Beginning at the Northeast corner of the said South Half (S  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{2}$ ) of Section Thirty-four (34); thence South 3° 23' 35" West, 351.44 feet to the existing Northeasterly right of way line of Illinois Route 185; thence on the said Northeasterly right of way line, North 57° 23' 47" West, 240.37 feet; thence continuing on the said Northeasterly right of way line, 206.92 feet along an arc to the right, having a radius of 5681.86 feet, the chord of which is North 56° 21' 11" West, 206.91 feet; thence continuing on the said Northeasterly right of way line, North 55° 18' 35" West, 178.80 feet to the North line of the said South Half (S  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{2}$ ); thence on the said North line, North 89° 30' 48" East, 542.55 feet to the point beginning.

Except the coal, oil, gas and other minerals within and underlying all of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### **Tract 6**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-062

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

## **Tract 6**

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification Nos.:

17-27-400-009, (previously -003); 17-27-400-005; 17-34-200-007; 17-34-200-023 (previously -008)

2019: \$1891.58, paid

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### **Tract 6**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-062

### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### **Tract 6**

- Easement Granted to Illinois Power Company, Dated February 24, 1966, Filed April 25, 1966 in Misc. Record 90, Page 230, as Do. No. 211668. (PIN's: 17-34-200-007; 17-34-200-023)
- Easement granted to Illinois Power Company, by instrument dated March 21, 1966, filed April 1, 1966 in Misc. Record 90, page 109 as Doc. No. 211434. (PIN's: 17-34-200-007; 17-34-200-023)
- 15. Dedication of Right of Way for Public Road Purposes to the People of the State of Illinois by instrument dated August 8, 1940, filed October 3, 1940 in Deed Record 175, page 82 as Doc. No. 80427. (PIN: 17-34-200-023)
- 16. Right of Way Permit granted to Illinois Power and Light Corporation by instrument dated November 8, 1930, filed December 11, 1930 in Misc. Record 21, page 576 as Doc. No. 41993. (PIN: 17-34-200-023)
- 17. Grant of Surface Easement Oneus LLC, a Delaware limited liability company doing business as Savatran LLC, by instrument dated August 12, 2010, filed August 30, 2010 in Book 1399, page 78 as Doc. No. 201000059724. (For railroad line and related facilities, etc., for particulars see record.)
- 18. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- 19. Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- Easement (Gas Pipeline) granted to Ameren Illinois Company d/b/a Ameren Illinois, by instrument dated May 5, 2014, filed June 3, 2014 in Book 1570, page 32 as Doc. No. 201400001814. (PIN's: 17-27-400-009; 17-27-400-0005)

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### Tract 7

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-071

### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 7** 

1. Effective Date

February 22, 2021 @ 7:00 a.m.

Case No.

21-071

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

Proposed insured. Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

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### Tract 7

Case No. 21-071

#### Exhibit "A"

The Southwest Quarter (SW  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{2}$ ) of Section Twenty-two (22); the Northwest Quarter (NW  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{2}$ ) of Section Twenty-seven (27); and the East Half (E  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{2}$ ) of Section Twenty-seven (27), all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, excepting therefrom the following two (2) described tracts:

- 1. Beginning at the Northwest corner of the said Southwest Quarter of the Southeast Quarter of Section 22: thence on the North line of the said quarter-quarter section, South 89 degrees 48 minutes 00 seconds East, 300.90 feet to the proposed Westerly line of a railroad right of way; thence on the said proposed Westerly railroad right of way line for the following eight courses; thence South 0 degrees 10 minutes 39 seconds East, 723.77 feet; thence 692.40 feet along an arc to the left, having a radius of 2941.93 feet, the chord of which is South 07 degrees 31 minutes 42 seconds East, 690.80 feet; thence South 14 degrees 20 minutes 24 seconds East, 1199.65 feet; thence South 30 degrees 08 minutes 15 seconds East, 99.99 feet; thence South 14 degrees 53 minutes 25 seconds East, 585.81 feet; thence South 04 degrees 34 minutes 51 seconds West, 150.00 feet; thence South 14 degrees 53 minutes 25 seconds East, 400.00 feet; thence South 05 degrees 07 minutes 49 seconds East, 235.56 feet to the South line of the Northeast Quarter of Section 27; thence on the said South line of the Northeast Quarter, South 89 degrees 35 minutes 52 seconds West, 272.83 feet to the Southwest corner of the East Half of the Southwest Quarter of the Northeast Quarter of Section 27; thence on the West line of the said half-quarter-quarter section, North 00 degrees 45 minutes 23 seconds West, 1338.85 feet to the Northwest corner thereof, thence on the South line of the Northwest Quarter of the Northeast Quarter of Section 27, South 89 degrees 57 minutes 05 seconds West, 663.46 feet to the Southwest corner thereof; thence on the West line of the said Northwest Quarter of the Northeast Quarter of Section 27, North 00 degrees 47 minutes 46 seconds West, 1342.95 feet to the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 22; thence on the West line of the said Southwest Quarter of the Southeast Quarter of Section 22, North 01 degree 20 minutes 20 seconds West, 1316.53 feet to the point of beginning.
- 2. Beginning at the Northeast corner of the Southwest Quarter (SW  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{2}$ ) of Section Twenty-two (22); thence on the East line of the said quarter-quarter section, South 1° 28' 38" East, 1319.04 feet to the Northeast corner of the Northwest Quarter (NW  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{2}$ ) of Section Twenty-seven (27); thence on the East line of the said quarter-quarter section, South 0° 42' 59" East, 1334.75 feet to the Northwest corner of the Southeast Quarter (SE  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{2}$ ) of Section Twenty-seven (27); thence on the West line of the said quarter-quarter section, South 00° 42' 59" East, 1334.75 feet to the Southeast corner of the East Half (E  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{2}$ ) of Section Twenty-seven (27); thence on the South line of the said half-quarter-quarter section, South 89° 35' 52" West, 100.53 feet to the proposed Easterly line of the right of way of the Coffeen Railroad Corridor; thence on said proposed Easterly railroad right of way line for the following 8 courses and distances:

Thence North 14° 53' 25" West, 559.69 feet; Thence North 25° 49' 23" West, 290.00 feet;

Thence North 14° 53' 25" West, 400.00 feet;

Thence North 8° 40' 02" West, 553.51 feet; Thence North 14° 53' 25" West, 870.30 feet;

Thence North 12° 56' 24" West, 711.78 feet;

Thence North 4° 37' 07" East, 297.06 feet;

Thence North 0° 09' 59" West, 425.00 feet to the North line of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-two (22); thence on the said North line, South 89° 48' 00" East, 849.85 feet to the point of beginning.

Also except the coal, oil, gas and other minerals within and underlying all of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### Tract 7

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-071

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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.
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 7

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 17-27-200-015 (2019: \$156.24, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### Tract 7

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-071

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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.
- 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.
- Taxes or special assessments which are not shown as existing liens by the Public Records.
- 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.
- Any defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- Rights of the public, the State of Illinois; and/or the municipality/township in and to that part
  of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### Tract 7

- Easement granted to Illinois Power Company by Ferdinand B. Huber and Inez A. Huber, his wife, dated August 2, 1946, filed September 9, 1946 in Misc. Record 44, page 590 as Doc. No. 110053.
- Easement granted to Illinois Power Company by instrument dated June 5, 1950, filed June 10, 1950 in Misc. Record 53, page 59 as Doc. No. 131167.
- 15. Right of Way Easement granted to Montgomery County Water Company by instrument dated October 31, 2003, filed December 1, 2003 in Book 964, page 245 as Doc. No. 200300016093.
- 16. Grant of Surface Easement to Oneus LLC, a Delaware limited liability company doing business as Savatran LLC, by instrument dated August 12, 2010, filed August 30, 2010 in Book 1399, page 78 as Doc. No. 201000059724. (For railroad line and related facilities, etc., for particulars see record.)
- 17. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- Easement (Gas Pipeline) granted to Ameren Illinois Company d/b/a Ameren Illinois, by instrument dated May 5, 2014, filed June 3, 2014 in Book 1570, page 25 as Doc. No. 201400001813.
- Easement (Gas Pipeline) granted to Ameren Illinois Company d/b/a Ameren Illinois, by instrument dated May 5, 2014, filed June 3, 2014 in Book 1570, page 32 as Doc. No. 201400001814.
- 21. Specific lien information has been redacted. All liens are to be satisfied and removed at or prior to closing.
- Lack of right of access to and from the land.

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### **Tract 8**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-067

### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE°

**Auction Tract 8** 

1. Effective Date February 19, 2021 @ 7:00 a.m.

Case No.

21-067

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

This page is only a part of a 2016 Alta Commitment for Title Insurance by Fidelity National 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 countersignature by the Company or its issuing agent that may be in electronic form. Copyright American Land Title Association. All rights reserved.

### **Tract 8**

Case No. 21-067

#### Exhibit "A"

The North Half (N  $\frac{1}{2}$ ) of the North Half (N  $\frac{1}{2}$ ) of the North Half (N  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{2}$ ) of Section Fifteen (15), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, *excepting* the West 2034 feet of the South Half (S  $\frac{1}{2}$ ) of the North Half (N  $\frac{1}{2}$ ) of the North Half (N  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{2}$ ) of said Section Fifteen (15).

The North Twenty (20) acres of the Southeast Quarter (SE 1/4) of Section Sixteen (16), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois.

The West Twenty (20) acres of the North Half (N ½) of the Northeast Quarter (NE ¼) of Section Twenty-two (22), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, *except* that described as follows:

Commencing at the Northwest corner of the said Northeast Quarter (NE  $\frac{1}{1}$ ) of Section Twenty-two (22); thence on the North line of said quarter section, North 89° 59' 37" East, 654.24 feet to the Northeast corner of the said West Twenty (20) acres of the North Half (N  $\frac{1}{1}$ ) of Section Twenty-two (22); thence on the East line of the said West Twenty (20) acres, South 01° 20' 20" East, 78.80 feet to the point of beginning.

From the said point of beginning; thence continuing on the said East line of the West Twenty (20) acres, South 01° 20' 20" East, 1253.47 feet to the Southeast corner of the said West Twenty (20) acres; thence on the South line of the said North Half (N  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Twenty-two (22), North 89° 57' 20" West, 54.56 feet; thence North 01° 20' 20" West, 1139.73 feet to a point; thence 124.97 feet along an arc to the right, having a radius of 2192.01 feet the chord of which in North 24° 32' 31" East, 124.95 feet to the point of beginning.

Except the coal, oil, gas and other minerals within and underlying all of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### **Tract 8**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-067

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 8

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

#### Parcel Identification Nos.:

17-15-300-007, (previously -004) 17-16-400-004, (previously -001 & -002) 17-22-200-009, (previously -004)

2019: \$614.18, paid

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### **Tract 8**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-067

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### **Tract 8**

- 13. Right of Way Easement granted to GTE North Incorporated by instrument dated December 8, 1989, filed April 2, 1990 in Misc. Book 160, page 177 as Doc. No. 317736. (PIN: 17-22-200-009)
- 14. Right of Way Easement granted to Montgomery County Water Company by instrument dated October 25, 2003, filed November 5, 2003 in Record Book 958, page 40 as Doc. No. 200300015595. (PIN: 17-22-200-009)
- 15. Structure Damage Agreement referenced in the Warranty Deed filed December 11, 2009 in Book 1358, page 165 as Doc. No. 200900055548. (PIN: 17-16-400-004)
- 16. Rights of First Refusal referenced in the Warranty Deed filed December 11, 2009 in Book 1358, page 173 as Doc. No. 200900055550. (PIN: 17-16-400-004)
- 17. Grant of Surface Easement to Hillsboro Energy LLC, by instrument dated August 12, 2010, filed August 30, 2010 in Book 1399, page 66 as Doc. No. 202000059723. (For various surface improvements and facilities related to the operation of a mine, for particulars see record.) (*PIN*'s: 17-15-300-007; 17-16-400-004)
- 18. Grant of Surface Easement to Oneus LLC, a Delaware limited liability company doing business as Savatran LLC, by instrument dated August 12, 2010, filed August 30, 2010 in Book 1399, page 78 as Doc. No. 201000059724. (For railroad line and related facilities, etc., for particulars see record.)
- 19. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- 21. Easement (Gas Pipeline) granted to Ameren Illinois Company d/b/a Ameren Illinois, by instrument dated May 5, 2014, filed June 3, 2014 in Book 1570, page 25 as Doc. No. 201400001813.
- 22. The acreage stated in the legal descriptions is for descriptive purposes only. Nothing in this commitment, or policy when issued, should be construed as insuring against loss or damage due to the inaccuracy or discrepancy in the quantity of land so described.

This page is only a part of a 2016 Alta Commitment for Title Insurance by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B; Part II-requirements; Schedule B, Part II-Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form. Copyright American Land Title Association. All rights reserved.

### Tract 9

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-064

### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 9** 

1. Effective Date

February 19, 2021 @ 7:00 a.m.

Case No.

21-064

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

3. The estate or interest in the Land described or referred to in this commitment is: Fee simple

4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

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### **Tract 9**

Case No. 21-064

#### Exhibit "A"

That part of the Northeast Quarter (NE 1/4) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Commencing at the southeast corner of the Northeast Quarter (NE 1/4) of said Section Thirty-four (34), running thence North 666 feet to a concrete marker on the south side of Coffeen and Vandalia Road; thence along the south side of said road North 54° 15' West 408 ½ feet to a road marker; thence North 10 feet to a marker; thence North 55 1/2° West along the south side of said Road 1421 feet to the center of a road and the place of beginning; (said place of beginning, being also sometimes described as the intersection of the southerly right-of-way line of Illinois Route 185 and the center line of the road providing access to the Central Illinois Public Service Company's power station, as the same is now located); thence South 4 1/2° East 280 feet; thence East 200 feet to a metal pin; thence Northeasterly 125 feet to a metal pin, which pin is in the south right of way line of Illinois Route 185, 300 feet southeasterly from the place of beginning; and thence North 55 1/2° West along the southerly right of way line Illinois Route 185 to the place of beginning, situated in Montgomery County, Illinois.

That part of the Northeast Quarter (NE ¼) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, described as follows: Beginning at the southeast corner of said quarter section; thence North 666 feet to a concrete marker on the south side of the Coffeen and Vandalia Road (State Route 185); thence along the south side of the said road North 54° 15′ West 408½ feet to a road marker; thence North 10 feet to a marker; thence North 55½° West along the south side of the said road 1,421 feet to the center of a road; thence South along the centerline of the said road to the south line of the aforesaid Northeast Quarter (NE¼) of Section Thirty-four (34); thence East along the aforesaid south line of the said quarter section to the place of beginning; excepting therefrom 3 tracts described as follows:

- A. Beginning at a point where the branch (which runs South and Southwest) intersects with State Route 185; thence South and Southwest along the said branch to the point where it joins a branch running North and South; thence North along the said branch to State Route 185; thence Southeast along the said State Route 185 a distance of 550 feet, more or less, to the place of beginning,
- B. Beginning at the southeast corner of the said quarter section; thence North 666 feet, more or less, to a concrete marker on the south side of State Route 185; thence along the south side of the said State Route 185 North 54° 15' West 270 feet, more or less, to the center of a branch; thence in a Southerly direction along the center of the said branch to a point on the south line of the said quarter-section 360 feet West of the point of beginning; thence East to the point of beginning,
- C. Beginning at a point defined by the intersection of the south right-of-way line of State Route 185 and the center of the road providing access to the Central Illinois Public Service power station; thence South 4 ½° East 280 feet; thence East 200 feet to a metal pin; thence Northeasterly 125 feet to a metal pin (which pin is situated on the south right-of-way line of Illinois Route 185 a distance of 300 feet in a Southeasterly direction from the place of beginning); thence North 55 ½° West along the south right-of-way line of State Route 185 to the place of beginning.

The Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Thirty-four (34); and the north 10 acres of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Thirty-four (34); all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois.

That part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ½) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of Lot Eighty-three (83) in Shepherd's Place, a suburb of Coffeen, running thence North 415 feet to the South line of Fourth Street; thence East 300 feet to the West line of Madison Street; thence South 415 feet to the Northeast corner of Lot Sixty-six (66) in Shepherd's Place; and thence West 300 feet to the place of beginning (being formerly described as Lots 58 to 65 inclusive and Lots 75 to 82 inclusive in Shepherd's Place and the alley lying between said lots), situated in Montgomery County, Illinois.

### **Tract 9**

Case No. 21-064

Exhibit "A" (continued)

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, described as follows: Beginning at the southwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34), thence East 407 feet to the east line of Washington Street; thence North 990 feet; thence West 407 feet; and thence South 990 feet to the place of beginning; *Except* that part described as follows: Beginning at the Southwest corner of the said Quarter Quarter Section, thence along the West line thereof North 0° 03' 12" West 332.59 feet; thence North 83° 55' 57" East 197.62 feet; thence South 2° 08' 47" East 356.62 feet to the South line of the said Quarter Quarter Section; thence along the said South line North 89° 12' 30" West 209.59 feet to the point of beginning.

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, being more particularly described as follows: Beginning at the southwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34), thence along the west line of the said quarter quarter section North 0° 03' 12" West 332.59 feet; thence North 83° 55' 57" East 197.62 feet; thence South 2° 08' 47" East 356.62 feet to the south line of the said quarter quarter section; thence along the said south line North 89° 12' 30" West 209.59 feet to the point of beginning, situated in Montgomery County, Illinois.

Except the coal, oil, gas and other minerals within and underlying all of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### **Tract 9**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-064

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

## **Tract 9**

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification Nos.:

17-34-200-012; 17-34-200-021; 17-34-426-001; 17-34-476-003; 17-34-476-004

2019: \$1395.44, all paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### **Tract 9**

#### FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-064

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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.
- 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.
- 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.
- Any defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
- 13. Easement granted to the City of Coffeen by instrument dated April 6, 1983, filed October 24, 1983 in Misc. Record 144, page 295. (PIN's: 17-34-200-012: 17-34-200-021)
- Gas Pipeline Easement granted to Illinois Power Company by instrument dated October 12, 1999, filed October 18, 1999 in Record Book 536, page 242 as Doc. No. 199900380605. (PIN: 17-34-200-012)

### Tract 9

- 15. Easement granted to Illinois Power Company by instrument dated August 26, 1999, filed September 24, 1999 in Record Book 530, page 300 as Doc. No. 380074. (PIN: 17-34-426-001)
- 16. Easement granted to Illinois Power Company by instrument dated October 16, 1946, filed December 12, 1946 in Misc. Record 45, page 360. (PIN's: 17-34-476-003; 17-34-476-004)
- 17. Easement granted to General Telephone Company of Illinois by instrument dated April 3, 1973, filed June 5, 1973 in Misc. Record 117, page 170. (PIN's: 17-34-476-003; 17-34-476-004)
- 18. Right of Way Easement granted to GTE North Incorporated by instrument dated October 28, 1988, filed October 16, 1989 in Misc. Record 159, page 70. (PIN's: 17-34-476-003; 17-34-476-004)
- 19. Easement granted to Illinois Power Company by instrument dated December 15, 1943, filed February 2, 1944 in Misc. Record 40, page 395. (PIN's: 17-34-476-003; 17-34-476-004)
- Right of Way Easement granted to Montgomery County Water Co., Inc. by instrument dated February 20, 1999, filed February 23, 1999 in Record Book 481, page 67. (PIN's: 17-34-476-003; 17-34-476-004)
- 21. Gas Pipeline Easement granted to Illinois Power Company by instrument dated August 31, 1999, filed September 24, 1999 in Record Book 530, page 298. (PIN: 17-34-476-003)
- 22. Easement granted to Illinois Power Company by instrument dated August 9, 1999, filed August 26, 1999 in Record Book 524, page 270. (PIN: 17-34-476-004)
- 23. Grant of Surface Easement Oneus LLC, a Delaware limited liability company doing business as Savatran LLC, by instrument dated August 12, 2010, filed August 30, 2010 in Book 1399, page 78 as Doc. No. 201000059724. (For railroad line and related facilities, etc., for particulars see record.)
- 24. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- 25. Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.

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### Tract 10

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-045

### **SPEARS TITLE COMPANY**

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A COMMITMENT FOR TITLE INSURANCE Auction Tract 10

1. Effective Date February 8, 2021 @ 7:00 a.m. Case No. 21-045

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06 Amount (Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06 Amount (Loan amount)

Proposed insured: Lender

3. The estate or interest in the Land described or referred to in this commitment is: Fee simple

4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

This page is only a part of a 2016 Alta Commitment for Title Insurance by Fidelity National 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 countersignature by the Company or its issuing agent that may be in electronic form. Copyright American Land Title Association. All rights reserved.

## Tract 10

Case No. 21-045

#### Exhibit "A"

Lots Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37) and Thirty-eight (38) of J. L. Traylor's Orchard Place Addition to the Village, now City, of Coffeen, and the East Half (E ½) of the vacated alley adjoining said Lots on the West, and that part of the now vacated Fourth Street lying between said Lots Thirty-two (32) and Thirty-three (33), all being situated in the City of Coffeen, Montgomery County, Illinois, except the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

#### Tract 10

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-045

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 10

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 17-35-356-005 (2019: \$215.92, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### Tract 10

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-045

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 1. Rights or Claims of parties in possession not shown by Public Records.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### Tract 10

13. Ordinance #2013-05 of the City of Coffeen vacating a certain alley and a portion of Fourth Street in said City, dated October 7, 2013, filed October 31, 2013 in Record Book 1557, page 688 as Doc. No. 201300004333.

Relative to the vacation of said alley and street we note the following:

- Rights of the municipality, State of Illinois, the public, and adjoining owners in and to said vacated alley and street.
- B. Rights of the public or quasi-public utilities, if any, in said vacated alley and street, for maintenance therein of poles, conduits, sewers, etc
- 14. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- 15. Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.

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#### Tract 11

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-047

#### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 11** 

1. Effective Date

February 8, 2021 @ 7:00 a.m.

Case No.

21-047

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

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### Tract 11

Case No. 21-047

#### Exhibit "A"

Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Sixty-three (63), Sixty-four (64), Sixty-five (65) and Sixty-six (66) in Sam H. Smith's Addition to Coffeen, situated in the City of Coffeen, Montgomery County, Illinois, *except* the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

#### Tract 11

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-047

#### 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 or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 11

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 21-02-111-013 (2019: \$449.84, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### Tract 11

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-047

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### Tract 11

- 13. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- 15. Possible lack of access to and from a public way.

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### **Tracts 12-14**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-057

#### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE Auction Tracts 12, 13 & 14

1. Effective Date

February 8, 2021 @ 7:00 a.m.

Case No. 21

21-057

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

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## <u>PRELIMINARY TITLE</u>

#### **Tracts 12-14**

Case No. 21-057

#### Exhibit "A"

The East Half (E ½) of the Northeast Quarter (NE ¼) of Section Eight (8), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, *excepting* the school lot described as beginning Nine (9) feet South of the Northwest corner of the Northeast Quarter (NE ¼) of said Section Eight (8), running thence East Twenty-one and one-third (21 1/3) rods; thence South Fifteen (15) rods; thence West Twenty-one and one-third (21 1/3) rods; and thence North Fifteen (15) rods to the place of beginning, *and the* Northwest Quarter (NW ¼) of Section Nine (9), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois,

Excepting that part described as follows: Beginning at the southeast corner of the Northeast Quarter (NE ¼) of Said Section Eight (8); thence South 89° 14' 38" West along the south line of said Northeast Quarter (NE ¼), a distance of 17.97 feet; thence North 01° 09' 49" West, a distance of 874.80 feet to a point on a tangent curve having a radius of 115.00 feet whose center bears North 88° 50' 11" East from said point; thence Northeasterly along said curve through a central angle of 97° 08' 51", an arc distance of 194.99 feet; thence South 84° 00' 57" East, a distance of 335.23 feet; thence South 16° 18' 35" East a distance of 125.84 feet; thence South 74° 49' 09" East, a distance of 64.36 feet; thence South 05° 29' 50" West, a distance of 81.94 feet; thence South 00°28' 11" West, a distance of 104.11 feet; thence South 01° 18' 49" East, a distance of 635.07 feet to the south line of the Northwest Quarter (NW ¼) of said Section Nine (9); thence North 89° 46' 36" West along said south line, a distance of 527.95 feet to the point of beginning.

Also, the benefit of a 20 feet wide ingress/egress easement being centered on the following described line;

Beginning at the southeast corner of the Northeast Quarter (NE  $\frac{1}{4}$ ) of said Section Eight (8); thence North 01° 41′ 08″ West, a distance of 873.05 feet to a point on a non-tangent curve having a radius of 105.00 feet whose center bears North 87° 47′ 33″ East from said point; thence Northeasterly along said curve through a central angle of 98° 11′ 30″, an arc distance of 179.95 feet; thence South 84° 00′ 57″ East, a distance of 328.53 feet; thence South 16° 18′ 35″ East, a distance of 124.73 feet; thence South 74° 49′ 09″ East, a distance of 71.67 feet to the point of terminus.

Also, the benefit of a 10 feet wide electric line easement being centered on the following described line:

Commencing at the southwest corner of the Northwest Quarter (NW  $\frac{1}{4}$ ) of said section Nine (9); thence South 89° 46′ 36″ East along the South line of said Northwest Quarter (NW  $\frac{1}{4}$ ), a distance of 527.95 feet; thence North 01° 18′ 49″ West, a distance of 635.07 feet; thence North 00° 28′ 11″ East, a distance of 74.21 feet to the point of beginning.

From said point of beginning; thence North 44° 28′ 54″ West, a distance of 105.75 feet; thence North 11° 19′ 24″ West, a distance of 134.21 feet; thence North 08° 30′ 44″ West, a distance of 44.38 feet to the point of terminus, ALSO, commencing at said point of beginning; thence North 44° 28′ 54″ West, a distance of 105.75 feet; thence North 29° 10′ 24″ East, a distance of 58.00 feet to the point of terminus, ALSO, commencing at said point of beginning; thence North 44° 28′ 54″ West, a distance of 105.75 feet; thence North 11° 19′ 24″ West, a distance of 134.21 feet; thence North 59° 40′ 10″ East, a distance of 23.14 feet to the point of terminus.

### **Tracts 12-14**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-057

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

#### **Tracts 12-14**

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 17-09-100-004 (New number for 2020.) Prior year (2019) tax information includes additional land and improvements previously conveyed.

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### **Tracts 12-14**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-057

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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.
- 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.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

#### **Tracts 12-14**

- 13. Easement granted to Illinois Power Company by instrument dated May 11, 1968, filed May 29, 1968 in Misc. Record 98, page 332 as Doc. No. 219313.
- 14. Easement granted to Illinois Power Company by instrument dated May 3, 1972, filed May 16, 1972 in Misc. Record 112, page 48 as Doc. No. 233297.
- 15. Right of Way Easement granted to Montgomery County Water Company by instrument dated February 25, 2002, filed April 30, 2002 in Record Book 767, page 162 as Doc. No. 200200002558.
- 16. Right of Way Easement granted to Montgomery County Water Company by instrument dated February 25, 2002, filed April 30, 2002 in Record Book 767, page 163 as Doc. No. 200200002559.
- Surface Agreement between BPI Industries, Inc. and George Blankenship dated October 15, 2004, filed February 21, 2007 in Record Book 1181, page 261 as Doc. No. 200700037876.
- 18. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- 20. Electric line easement, water line easement and septic sewer line easement, all as shown on the Special Warranty Deed dated February 18, 2020, filed February 21, 2020 in Book 1715, page 773 as Doc. No. 202000000646.
- 21. Rights of the adjoining owner or owners to the concurrent use of the easements described at Schedule A herein.
- 22. Terms, provisions and conditions as set forth in the instrument creating the easements described at Schedule A herein. Said instrument being the Special Warranty Deed filed February 21, 29020 in Book 1715, page 773 as Doc. No. 202000000646.
- 23. Such state of facts as would be disclosed by an accurate survey and inspection of the area affected by the easements conveyed as appurtenant to the insured premises.

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### Tract 15

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-048

#### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 15** 

1. Effective Date February 8, 2021 @ 7:00 a.m.

Case No.

21-048

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

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### Tract 15

Case No. 21-048

#### Exhibit "A"

Part of the Fractional Northeast Quarter (NE 1/4) of Section Six (6), Township Seven (7) North, Range Three (3) West of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of said Fractional Northeast Quarter (NE 1/4); thence North 89° 48' 31" East along the North line a distance of 1462.41 feet to the point of beginning.

From said point of beginning, thence South  $00^\circ$  58' 46" East a distance of 1195.07 feet; thence North  $87^\circ$  06' 09" West a distance of 55.46 feet; thence South  $00^\circ$  34' 59" West a distance of 211.20 feet; thence North  $89^\circ$  56' 07" East a distance of 546.07 feet; thence North  $02^\circ$  22' 47" West, a distance of 1405.38 feet to the North line of said Frational Northeast Quarter (NE  $\frac{1}{4}$ ); thence South  $89^\circ$  48' 31" West along said North line a distance of 450.60 feet to the point of beginning, except the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### Tract 15

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-048

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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.
- 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.
- The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### Tract 15

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 21-06-200-007 (2019: \$204.08, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### Tract 15

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-048

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 1. Rights or Claims of parties in possession not shown by Public Records.
- 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.
- 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.
- 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.
- Any defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- Rights of the public, the State of Illinois, and/or the municipality/township in and to that part
  of the land, if any, taken or used for road purposes.
- Title to all coal, oil, gas and other minerals within and underlying the land, together with all
  mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

#### Tract 15

- 13. Easement granted to Montgomery County Water Company by instrument dated July 11, 1998, filed July 13, 1998 in Record Book 424, page 143 as Doc. No. 370391.
- Easement granted to General Telephone Company of Illinois by instrument dated February 19, 1964, filed May 26, 1964 in Misc. Record 83, page 434 as Doc. No. 204692.
- Easement granted to General Telephone Company of Illinois by instrument dated February 28, 1964, filed May 26, 1964 in Misc. Record 83, page 437 as Doc. No. 204697.
- Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- 18. Specific lien information has been redacted. All liens are to be satisfied and removed at or prior to closing.

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### Tract 16

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-050

#### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 16** 

1. Effective Date

February 8, 2021 @ 7:00 a.m.

Case No.

21-050

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

This page is only a part of a 2016 Alta Commitment for Title Insurance by Fidelity National 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 countersignature by the Company or its issuing agent that may be in electronic form. Copyright American Land Title Association. All rights reserved.

#### Tract 16

Case No. 21-050

#### Exhibit "A"

The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-five (25), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, Montgomery County, Illinois, *except* that part described as follows: Beginning at the southeast corner of the said Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Twenty-five (25); thence on the south line of the said Southeast Quarter (SE  $\frac{1}{4}$ ), North 89° 40' 55" West, 1331.07 feet to the southwest corner of the said Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Twenty-five (25); thence on the west line of the said quarter-quarter section, North 1° 07' 47" West, 1304.73 feet; thence North 89° 32' 21" East, 1338.58 feet to the east line of the said Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Twenty-five (25); thence on the said east line, South 0° 47' 10" East, 1322.76 feet to the point of beginning, *also* except the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

Also, the benefit of a 15 foot wide non-exclusive easement for ingress and egress. The said non-exclusive easement being described as follows:

Beginning at the southwest corner of the said Southeast Quarter (SE  $\frac{1}{1}$ ) of the Southeast Quarter (SE  $\frac{1}{1}$ ) of Section Twenty-five (25); thence on the west line of the said quarter-quarter section, North 1° 07' 34" West, 1304.73 feet; thence North 89° 32' 21" East, 15.00 feet; thence South 1° 07' 34" East, 1304.93 feet to the south line of the said quarter-quarter section; thence on the said south line, North 89° 40' 55" West, 15.00 feet to the point of beginning.

### Tract 16

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-050

#### 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 or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### **Tract 16**

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 16-25-400-001; 16-25-400-007 (2019: \$431.32, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### Tract 16

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-050

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### Tract 16

- 13. Right of Way Easement granted to M. J. M. Electric Cooperative, Inc. by instrument dated March 5, 1975, filed March 12, 1975 in Misc. Record 122, page 400 as Doc. No. 245233.
- 14. Right of Way Easement granted to M. J. M. Electric Cooperative, Inc. by instrument dated June 11, 1984, filed June 21, 1984 in Misc. Record 145, page 677 as Doc. No. 287379.
- 15. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- 16. Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.
- 17. Rights of the adjoining owner or owners to the concurrent use of the easement described at Schedule A herein.
- 18. Terms, provisions and conditions as set forth in the instrument creating the easement described at Schedule A herein. Said instrument being a Special Warranty Deed filed August 18, 2010 in Book 1397, page 257 as Doc. No. 201000059588.
- 19. Such state of facts as would be disclosed by an accurate survey and inspection of the area affected by the easement conveyed as appurtenant to the insured premises.

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### **Tracts 17 & 18**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-060

#### SPEARS TITLE COMPANY

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tracts 17 & 18** 

1. Effective Date February 8, 2021 @ 7:00 a.m.

Case No.

21-060

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

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#### **Tracts 17 & 18**

Case No. 21-060

#### Exhibit "A"

Part of the Southeast Quarter (SE ¼) of Section Ten (10), and part of the West Half (W ½) of Section Eleven (11), and part of the Northeast Quarter (NE 1/4) of Section Fifteen (15), all in Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described

Commencing at a stone found at the corner common to Sections Ten (10), Eleven (11), Fourteen (14) and Fifteen (15) in Township Eight (8) North, Range Four (4) West; thence South 00° 23' 21" East on the East line of Section Fifteen (15), a distance of 306.39 feet to the point of beginning.

From said point of beginning: thence continuing South 0° 23' 21" East on the East line of said Section Fifteen (15) a distance of 1015.03 feet to the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section Fifteen (15); thence South 89° 58' 41" West along the South line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), a distance of 1314.58 feet to the Southwest corner of the said Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15); thence on the Westerly line of a tract of land described in a deed recorded in Record Book 990, page 116 in Montgomery County Recorder's Office for the following eighteen (18) courses;

```
Thence North 29° 40' 30" East, 672.84 feet;
Thence North 29° 26' 30' West, 277,22 feet;
Thence North 49° 15' 43" West, 373.47 feet;
Thence North 2° 00' 28" East, 242.60 feet;
Thence North 62° 32' 30" West, 78.26 feet;
Thence North 0° 27' 53" West, 297.09 feet;
Thence North 5° 33' 15" East, 392.13 feet;
Thence North 44° 16' 57" East, 220.37 feet;
Thence North 65° 25' 14" East, 263.71 feet;
Thence North 22° 51' 34" East, 340.11 feet;
Thence North 14° 12' 28" East, 335.85 feet;
Thence North 80° 46' 36" East, 549.62 feet;
Thence North 56° 35' 55" East, 257.97 feet;
Thence North 31° 24' 27" East, 133.94 feet;
Thence North 64° 40' 47" East, 188.01 feet;
Thence North 18° 18' 34" East, 577.60 feet;
Thence North 36° 28' 59" East, 216.29 feet;
Thence North 1° 27' 07" West, 429.62 feet to the North line of said tract of land described in Record Book 990,
Thence North 85°03' 19" East on the said North line a distance of 447.79 feet to the Easterly line of a tract of
```

land described in Record Book 502, page 172 in the Montgomery County Recorder's Office for the following three (3) courses;

Thence South 5° 01' 56" East, 86.11 feet; Thence South 9° 16' 27" East, 711.57 feet;

Thence South 60° 42' 24" West, 598.29 feet; thence leaving the Easterly line of said tract of land, South 52° 22' 36" West, 767.84 feet; thence on the Easterly line of said tract of land for the following six (6) courses;

Thence South 71° 32' 16' West, 240.70 feet; Thence South 10° 09' 40" West, 213.79 feet;

Thence South 53° 14' 13" West, 156.40 feet;

Thence South 21° 40' 55" West, 130.80 feet;

Thence South 29° 12' 04" East, 53.07 feet;

Thence South 07° 54' 31" West, 967.37 feet; thence leaving the Easterly line of said tract of land South 0° 21' 54" East, 227.67 feet; thence North 78° 32' 46" East, 106.39 feet;

Thence South 82° 12' 48" East, 120.19 feet;

Thence South 5° 46' 24' East, 157.57 feet;

Thence South 47° 58' 43" East, 166.92 feet;

Thence North 77° 10' 21' East, 108.88 feet;

Thence South 69° 24' 44" East, 52.86 feet;

Thence South 89° 54' 46" East, 102.36 feet to the point of beginning.

Except the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### **Tracts 17 & 18**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-060

#### 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 or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

### **Tracts 17 & 18**

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 16-15-200-015; 16-10-400-012; 16-11-301-004 (2019: \$845.68, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### **Tracts 17 & 18**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-060

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

### **Tracts 17 & 18**

- 13. Dedication of Right of way for road purposes granted to the State of Illinois by instrument dated April 24, 1961, filed August 25, 1961 in Deed Record 241, page 97. (PIN: 16-15-200-015)
- Easement granted to Illinois Consolidated Telephone Company by instrument dated February 16, 1973, filed August 21, 1973 in Misc. Record 118, page 29. (PIN: 16-15-200-015)
- 15. Easement granted to MJM Electric Cooperative by instrument dated October 9, 1974, filed October 17, 1974 in Misc. Record 121, page 370. (PIN: 16-15-200-015)
- 16. Easement granted to Montgomery County Water Co., Inc. by instrument dated July 22, 1998, filed August 3, 1998 in Record Book 430, page 66. (PIN: 16-15-200-015)
- 17. Right of Way Permit granted to Southern Illinois Light & Power Company by instrument dated September 29, 1916, filed February 24, 1917 in Misc. Record 15, page 197. (PIN: 16-10-400-012; 16-11-301-004)
- 18. Easement granted to Illinois Power and Light Corporation by instrument dated December 9, 1933, filed September 17, 1936 in Misc. Record 23, page 134. (PIN: 16-11-301-004)
- 19. Easement granted to Illinois Power Company by instrument dated August 4, 1959, filed October 21, 1959 in Misc. Record 74, page 321. (PIN: 16-11-301-004)
- Plat of Survey made by McDonough Whitlow, P. C. as Project No. 04-005 dated March 26, 2004, filed April 1, 2004 as Slide No. 131
- Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- 22. Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.

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#### Tract 19

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-051

#### **SPEARS TITLE COMPANY**

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 19** 

1. Effective Date

February 8, 2021 @ 7:00 a.m.

Case No.

21-051

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(Exhibit "A")

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### Tract 19

Case No. 21-051

#### Exhibit "A"

The South thirty (30) acres of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-nine (29), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as beginning 330 feet South of the Northeast corner of the Northeast Quarter (NE ¼) of the aforesaid Section Twenty-nine (29) thence South 990 feet; thence West 1320 feet; thence North 990 feet and thence East 1320 feet to the place of beginning, together with an easement for ingress and egress over the East 20 feet of the Northeast five (5) acres of said Section 29, except the coal, oil, gas and other minerals within and underlying the land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

#### Tract 19

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-051

#### 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 or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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, to-wit:

(Continued on following page)

### Tract 19

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 11-29-200-004 (2019: \$246.42, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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### Tract 19

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-051

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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.
- Easements, or claims of easements, not shown by the Public Records.
- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the premises, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

(Continued on following page)

#### Tract 19

- 13. Easement granted to Larry E. Slightom by instrument dated June 18, 2007, filed June 21, 2007 in Record Book 1202, page 308 as Doc. No. 200700039935.
- 14. Rights of the adjoining owner or owners to the concurrent use of the easement described at Schedule A herein.
- 15. Terms, provisions and conditions as set forth in the instrument creating the easement described at Schedule A herein.
- 16. Such state of facts as would be disclosed by an accurate survey and inspection of the area affected by the easement conveyed as appurtenant to the insured premises.
- 17. The acreage stated in the legal description is for descriptive purposes only. Nothing in this commitment, or policy when issued, should be construed as insuring against loss or damage due to the inaccuracy or discrepancy in the quantity of land so described.
- 18. Certain rights, interests and privileges as reserved in the Special Warranty Deed dated August 12, 2010, filed August 30, 2010 in Record Book 1399, page 125 as Doc. No. 201000059729. (Regarding mining and mining rights, etc., for particulars see record.)
- 19. Memorandum of a Mitigation Agreement between New River Royalty and Hillsboro Energy dated August 21, 2018, filed August 31, 2018 in Book 1677, page 614 as Doc. No. 201800002829.

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#### Tract 20

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-072

#### **SPEARS TITLE COMPANY**

218 S. Main St. Hillsboro, IL 62049 Authorized Agent of Fidelity National Title Insurance Company

SCHEDULE A

COMMITMENT FOR TITLE INSURANCE

**Auction Tract 20** 

Effective Date

February 22, 2021 @ 7:00 a.m.

Case No.

21-072

2. Policy or policies to be issued:

(a) ALTA Owner's Policy form 6/17/06

Amount

(Amount of sale)

Proposed insured: Buyer

(b) ALTA Loan Policy form 6/17/06

Amount

(Loan amount)

Proposed insured: Lender

- 3. The estate or interest in the Land described or referred to in this commitment is: Fee simple
- 4. Title to the estate or interest in the Land is at the Commitment date vested in:

New River Royalty, LLC

5. The land is described as follows:

(See Exhibit "A")

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#### Tract 20

#### Case 21-072

#### Exhibit "A"

Part of the Northeast Quarter (NE ¼) of Section Seven (7), Township Two (2) North, Range Six (6) West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's office of St. Clair County, Illinois in Book of Plats "A" on page 212, described as follows, to-wit:

Commencing at the Southwest corner of said Quarter Section, thence running North 50 rods, thence East 96 rods, thence South 50 rods, thence West 96 rods to the place of beginning.

Also, Part of the said Northeast Quarter (NE 1/4) of said Section Number Seven (7), described as follows, to-wit:

Commencing 50 rods North of the Southwest corner of said Quarter Section, thence running North 60 rods, thence East 53 1/3 rods, thence South 60 rods, thence West 53 1/3 rods to the place of beginning;

Excepting however, those parts thereof conveyed by Deed recorded in said Recorder's Office, in Book 430 on Page 180 and in Book 692 on Page 230, situated in the County of St. Clair and State of Illinois;

Also, excepting that part of the Northeast Quarter (NE ¼) of Section Seven (7), Township Two (2) North, Range Six (6) West of the Third Principal Meridian, in the County of St. Clair, State of Illinois, and being more particularly described as follows:

Commencing at the Northwest corner of said Section Seven (7); thence South 88° 14' 24" East, a distance of 3037.22 feet to an iron pipe set for the intersection of the North line of said Section Seven (7) and the Easterly right of way line of Illinois Route 4; thence South 00° 32' 09" West on said Easterly right of way line of Illinois Route 4, a distance of 1258.00 feet to the point of beginning; from said point of beginning; thence South 88° 14' 24" East, a distance of 396.14 feet; thence South 01°45' 36" West, a distance of 334.64 feet; thence North 88° 14' 24" West, a distance of 383.00 feet to said Easterly right of way line of Illinois Route 4; thence on said Easterly right of way line of Illinois Route 4 the following Three (3) courses and distances;

- 1) North 01° 03' 50" West, a distance of 114.91 feet;
- 2) 198.88 feet on a curve to the right having a radius of 7123.30 feet, the chord of said curve bears North 00° 15' 51" West, a distance of 198.88 feet;
- 3) North 00° 32' 09" East, a distance of 21.13 feet; to the point of beginning;

Also, excepting that portion thereof previously conveyed by Deed recorded in Book 2470 at page 1812 of the Recorder's Office of St. Clair County, Illinois, being more particularly described as follows, to-wit:

The South Seven (7) acres of Lot Six (6) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Seven (7), Township Two (2) North, Range Six (6) West of the Third Principal Meridian; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in the Book of Plat "A" on page 212.

Except the coal, oil, gas and other minerals within and underlying all of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.

### Tract 20

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-072

#### SCHEDULE B - PART I, REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name or 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
- 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. The "Good Funds" section of the Title Insurance Act (215ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Spears Title Company 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 the 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 amount(s) are approved.
- 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.

(Continued on following page)

#### Tract 20

SCHEDULE B - PART I, REQUIREMENTS, (CONT.)

Parcel Identification No.: 05-07-0-200-008 (2019: \$831.06, paid)

NOTE: THE PARCEL NUMBER(S) AND TAX DOLLAR AMOUNT(S) ARE PROVIDED FOR INFORMATION ONLY. THE COMPANY NEITHER GUARANTEES NOR INSURES THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND AMOUNTS AND SHOULD INDEPENDENTLY VERIFY THE ACCURACY OF THE INFORMATION.

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#### Tract 20

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 21-072

#### SCHEDULE B - PART II, EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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 defects, 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. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
- 9. General taxes for the years 2020, 2021 and subsequent years, not yet due or payable.
- 10. Rights of the public, the State of Illinois, and/or the municipality/township in and to that part of the land, if any, taken or used for road purposes.
- 11. Title to all coal, oil, gas and other minerals within and underlying the land, together with all mining rights and drilling rights and other rights, privileges and immunities relating thereto.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

(Continued on following page)

#### Tract 20

- 13. Resolution by the Board of Supervisors recorded in Book 2017 on Page 13 regarding rights of way and building set back line requirements for subdivision property in the unincorporated areas of St. Clair County, Illinois.
- Deed for Right of Way for Public Road Purposes made by Stephen Nichols and Annie M.
   Nichols to the County of St. Clair recorded August 13, 1928 in Book 692 at Page 230.
- 15. Deed for Right of Way for Public Road Purposes made by Arthur Hageman and Linnie Hageman to the County of St. Clair recorded August 20, 1941 in Book 902 at Page 567.
- 16. Easement granted to Illinois Bell Telephone Company recorded March 7, 1980 in Book 2482 at page 913.
- 17. Right of Way Easement granted to Tri-Township Water District recorded December 20, 1999 in Book 3402 at Page 819 as Document No. A01534078.
- 18. Right of Way Easement granted to Tri-Township Water District recorded June 27, 1996 in Book 3102 at Page 39 as Document No. A01329982.
- 19. Right of Way Easement granted to Tri-Township Water District recorded June 27, 1996 in Book 3102 at Page 40.
- 20. The acreage stated in the legal description is for descriptive purposes only. Nothing in this commitment, or policy when issued, should be construed as insuring against loss or damage due to the inaccuracy or discrepancy in the quantity of land so described.

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### **TRACT 4**







### **TRACTS 17 & 18**



### TRACT 19































### **SCHRADER AT A GLANCE**

- Established in 1944.
- Located in Columbia City, IN, in 10,000 square feet of office space and heated garage/shop for auction equipment.
- Salaried staff (21) averages over 14 years experience, and the Schrader marketing team includes (4) graphic designers and a professional photographer.
- Sales representatives (36) in six states, including Oklahoma and Florida.
- Joint venture offices in Michigan, Virginia and Washington and a joint venture office in Indianapolis, Indiana.
- Licensed in 26 states and have ability to secure proper licensing in any state.
- Real estate auctions conducted in 40 states.
- Over 400 years of combined experience.
- Seven staff members and managers with master's degrees-president having a Masters Degree in Agricultural Economics.
- 200 to 250 auctions conducted annually.
- Annual real estate auction sales volume has exceeded \$250,000,000.
- Annual acreage sold has exceeded 100,000 acres plus residential and commercial properties.
- Traditional real estate sales and Section 1031 tax deferred exchanges are a sector of Schrader business.
- Conducted the first online multi-tract auction on the internet simultaneously with the live auction on March 27, 2000.





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