

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions)**

*Prepared by:*

**First American Title Insurance Company**

**File Number: 2673697A**

---

## **Auction Tracts 1 thru 4**

**(Bureau Co., Illinois)**

---

**Auction Tract 1           =   “Tract 3” in the attached Schedule A**  
**Auction Tracts 2 & 3   =   “Tract 2” in the attached Schedule A**  
**Auction Tract 4           =   “Tract 1” in the attached Schedule A**

*For auction conducted on February 16, 2016 by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Premiere Partners II Limited Partnership**



**COMMITMENT FOR TITLE INSURANCE**

ISSUED BY

***FIRST AMERICAN TITLE INSURANCE COMPANY***

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Exceptions in Schedule B.

The Conditions, Requirements and Standard Exceptions on the next page.

This Commitment is not valid without Schedule A and Schedule B.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

## CONDITIONS

### 1. DEFINITIONS.

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS.

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown below  
or  
eliminate with our written consent any Exceptions shown in  
Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount show in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

## REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.

## STANDARD EXCEPTIONS

The following Standard Exceptions will be shown on your policy:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property..
- (4) Any lien, or right to lien, for services, labor, or other material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes, or special assessments, if any, not shown as existing liens by the public records.
- (6) Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

**First American Title Insurance Company**  
**Chicago Metro Commercial Center**  
27775 Diehl Rd, Warrenville, IL 60555  
**Phone** (866) 563 7707 / **Fax** (877) 315 1066 / **Email:** cmcc.il@firstam.com  
To Schedule Closing: **Phone** (877) 295 4328 / **Email:** scheduling.il@firstam.com  
**ALTA Commitment**  
**Schedule A**

Reference:

**File No.:** 2673697A

1. **Effective Date: December 31, 2015**

2. **Policy or Policies to be issued:** **Amount:**

a. **ALTA Owner's Policy**

ALTA Std Owner Policy 1402.06 (2006)-N \$10,000.00

**Proposed Insured:**

To Be Determined

b. **ALTA Loan Policy**

**ALTA Loan Policy**

None None

**Proposed Insured:**

None

3. **The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:**

Premiere Partners II Limited Partnership

4. **The mortgage and assignments, if any, covered by this Commitment are described as follows:**

None

5. **The land referred to in this Commitment is described as follows:**

**Tract 1:**

**All that part of the Southeast Quarter of Section 9, Township 17 North, Range 10 East of the Fourth Principal Meridian that lies South and East of the Southeasterly right of way of U.S. Route Number 34, in Bureau County, Illinois.**

**Tract 2:**

**All that part of the Southwest Quarter of Section 10, Township 17 North, Range 10 East of the Fourth Principal Meridian that lies South and East of the Southeasterly right of way line of U.S. Route Number 34, except the following: Commencing at the Southwest corner of said Section 10; thence due East 1003.76 feet on the South line of said Section 10 to the Point of Beginning; thence due North 683.45 feet; thence due East 435.19 feet; thence due South 683.45 feet; thence due West 435.19 feet to the Point of Beginning, in Bureau County, Illinois.**

**Tract 3:**

**That part of the East Half of the Northwest Quarter of Section 10, Township 17 North, Range 10 East of the Fourth Principal Meridian described as follows: Beginning at the Southeast corner of the said Northwest Quarter; thence South 89 degrees 23 minutes 13 seconds West 1356.02 feet on the South line of the said Northwest Quarter to the Southwest corner of the East Half of the said Northwest Quarter; thence North 0 degrees 11 minutes 25 seconds West 1003.63 feet on the West line of the East Half of the said Northwest Quarter to the Southerly right of way of U.S. Route Number 34; thence on a curve bearing to the right an arc length of 253.33 feet, having a radius of 4267.28 feet, the chord of the aforesaid arc is North 51 degrees 16 minutes 50 seconds East 253.29 feet; thence North 89 degrees 14 minutes 29 seconds East 1161.89 feet on an existing fence line of occupation to the East line of the said Northwest Quarter; thence South 0 degrees 19 minutes 56 seconds West 1166.51 feet on the East line of the said Northwest Quarter to the point of beginning, in Bureau County, Illinois.**

Peacock Farm  
Princeton, IL

**THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.**

**ALTA Commitment**

**Schedule B**

**Part I**

**File No.:** 2673697A

**Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:**

If any document referenced herein contains a covenant, condition or restriction violative of 42USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
4. Any lien, or right to 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, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. General taxes and assessments for the year 2015, and subsequent years which are not yet due and payable.

Tax identification no.: 11-09-400-002  
(Affects Tract 1)

**Note for informational purposes 2014 taxes:**

1st Installment in the amount of \$1,137.31 with a status of PAID. (Due Date 07/08/2015)  
2nd Installment in the amount of \$1,137.31 with a status of PAID. (Due Date 09/02/2015)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

8. General taxes and assessments for the year 2015, and subsequent years which are not yet due and payable.

Tax identification no.: 11-10-100-004  
(Affects Tract 2)

**Note for informational purposes 2014 taxes:**

1st Installment in the amount of \$627.49 with a status of PAID. (Due Date 07/08/2015)

2nd Installment in the amount of \$627.49 with a status of PAID. (Due Date 09/02/2015)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

9. General taxes and assessments for the year 2015, and subsequent years which are not yet due and payable.

Tax identification no.: 11-10-300-004

(Affects Tract 3)

**Note for informational purposes 2014 taxes:**

1st Installment in the amount of \$2,574.55 with a status of PAID. (Due Date 07/08/2015)

2nd Installment in the amount of \$2,574.55 with a status of PAID. (Due Date 09/02/2015)

Note: If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

10. Existing unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
11. Any lien, or right to a lien in favor of a property manager employed to manage the land. Note: we should be furnished either (a) an affidavit from the owner indicating that there is no property manager employed; or (b) a final lien waiver from the property manager acting on behalf of the owner.
12. Note: If any contemplated deed of conveyance of the land is exempt from the operation of the provisions of paragraph 1(a) of 765 ILCS 205/1, the plat act, such deed should be accompanied by a proper affidavit establishing to the satisfaction of the recorder of deeds of Bureau County, Illinois, that the conveyance is so exempt. If said conveyance is not so exempt, compliance should be had with the provisions of said paragraph 1(a).
13. Relative to the deletion of Standard Exceptions 1 through 6, we should be furnished the following:
- a) A current survey of the land, properly certified to the Company, made in accordance with (i) the accuracy requirements of a survey pursuant to the 'Minimum Standard Detail Requirements for Land Title Surveys' Jointly Established and Adopted by the American Land Title Association and American Congress on Survey and Mapping February 23, 2011; and (ii) the Laws of the State of Illinois.
  - b) A properly executed ALTA 2006 Loan and Extended Coverage Statement.
14. Dedication of right of way from Clement V. Field and Letitia B. Field to Department of Public Works and Buildings, Division of Highways, dated December 11, 1923, filed February 23, 1924 in Book 206, Page 177 as Document Number 188341, for highway purposes, and the terms and conditions contained therein.

15. Easement for Utility as established by grant from C.V. Field to Illinois Power Company recorded as document 244793, in Book 284, page 204, and the terms and conditions thereof.  
  
(affects - see document for exact location )
16. Easement in favor of Michigan-Wisconsin Pipe Line Company for the installation, maintenance, repair, relocation, removal and renewal of gas mains granted by document 259772, in Book 308, page 155 on June 11, 1949, and the terms and conditions thereof.  
  
(Affects - see document for exact location)
17. Easement in favor of Michigan-Wisconsin Pipe Line Company for the installation, maintenance, repair, relocation, removal and renewal of gas mains granted by document 294732, in Book 379, page 71 on June 22, 1960, and the terms and conditions thereof.  
  
(Affects - see document for exact location)
18. Easement in favor of General Telephone Company of Illinois for pole lines, conduits and maintenance purposes granted by document 80-3510, in Book 602, page 47, recorded on November 14, 1980, and the terms and conditions thereof.  
  
(Affects - see document for exact location)
19. Well Agreement made by and between Rick Peacock and James W. Owens and Patricia A. Owens, dated May 2, 1991, filed May 8, 1991 in Book 745, Page 285 as Document Number 91-1705, and the terms, provisions and conditions contained therein.  
  
Modification of the foregoing water well agreement made by and between Rick Peacock and James W. Owens and Patricia A. Owens, dated July 17, 1991, Filed July 30, 1991 in Book 748 at Page 899 as Document Number 91-3016.
20. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
21. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
22. Rights of the interested parties to the free and unobstructed flow of the waters of the stream which may flow on or through the land.
23. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
24. Note: The Extended Coverage Endorsement, deleting Standard Exceptions 1 through 6, will be considered for approval upon receipt and review of the requirements referenced herein.

NOTE for informational purposes: The final 2006 ALTA Policy issued will contain an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at <http://www.alt.org>.

**End of Schedule B - Part I**

**RV**



2061177

No. 18E341 Filed for Record on the 23rd day of February A.D. 1924 at 1:20 o'clock P.M.

Clem V. Field  
Tract "C"

State Bond Issue  
Route 18  
Sec. 23  
Sta. 457-497  
Bureau County  
State of Illinois.

State of Illinois  
Department of Public Works and Buildings  
Division of Highways  
Springfield, Ill.

Dedication of Right of Way for Public Road Purposes.

This Indenture Witnesseth, That the Grantor, Clement V. Field and wife, Letitia B. Field, of the County of Bureau and State of Illinois for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the state of Illinois acting by and through the Department of Public Works and Buildings, or on its behalf, the receipt whereof is hereby acknowledged, and the benefits resulting from the maintenance of the public highway, herein referred to, do by these presents, hereby grant, convey and dedicate to the People of the State of Illinois, for the purpose of a public highway, a tract of land situated in the County of Bureau and State of Illinois, and described as follows:

The said tract of land is situated in the southeast quarter of Sec. 9, and the southwest quarter of Sec. 10, Township 17 North, Range 10 East of the 4th P.M., in the County of Bureau and State of Illinois.

The location of the point of beginning is described as follows: From Sta. 467400, a definitely located point on State Bond Issue Route 18, Sec. 23, north 41 deg. 54 min. east one thousand one hundred (1100.0) feet to Sta. 478400 on said Route; thence south 48 deg. 06 min. east thirty (30) feet to the present southeast highway fence, which is the point of beginning.

The detailed description of the said tract of land is as follows: From the said point of beginning, northeasterly along a line thirty (30) feet perpendicular to and parallel to the center line of the proposed improvement of State Bond Issue Route 18, Sec. 23 seventeen hundred (1700.0) feet to the present southeast highway fence opposite Sta. 495400; thence southwesterly along said fence one thousand seven hundred five (1705) feet more or less to the point of beginning; and containing one hundred sixty nine thousandths (0.169) acre, more or less, all in accordance with the data shown on the plat herewith, and designated Tract "C" thereon.

And the grantor further agrees to remove only such trees as may be designated by the said Department of Public Works and Buildings.

And the Grantor further, as a part of this dedication, agrees to remove any and all fences, enclosures, buildings and other obstructions from the above described tract and to completely vacate the same, within fifteen (15) days after notice in writing from the Department of Public Works and Buildings of the State of Illinois, and the Department of Public Works and Buildings of the State of Illinois, or any other state, county, township or district officials having authority as to public highways, and its or their representatives, engineers, agents, contractors and employees are hereby authorized to enter into and take full and complete possession of said tract, and any fences, enclosures, buildings or other obstructions remaining thereon, after the expiration of said fifteen (15) days, may be removed by them or either of them and the expense thereof the said Grantor agree to pay upon demand.

In Witness Whereof, The Grantors have hereunto set their hands and seals this 11th day of December A.D. 1923.

Clement V. Field (Seal)

Letitia B. Field (Seal)

Witnesses:

F. W. Clark

H. W. Faut.

206/1178

State of Florida, ss  
County of Pinellas.

I, F. W. Clark, a Notary Public, in and for said County and State do hereby certify that Clement V. Field and wife Letitia B. Field, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of December A.D. 1923.

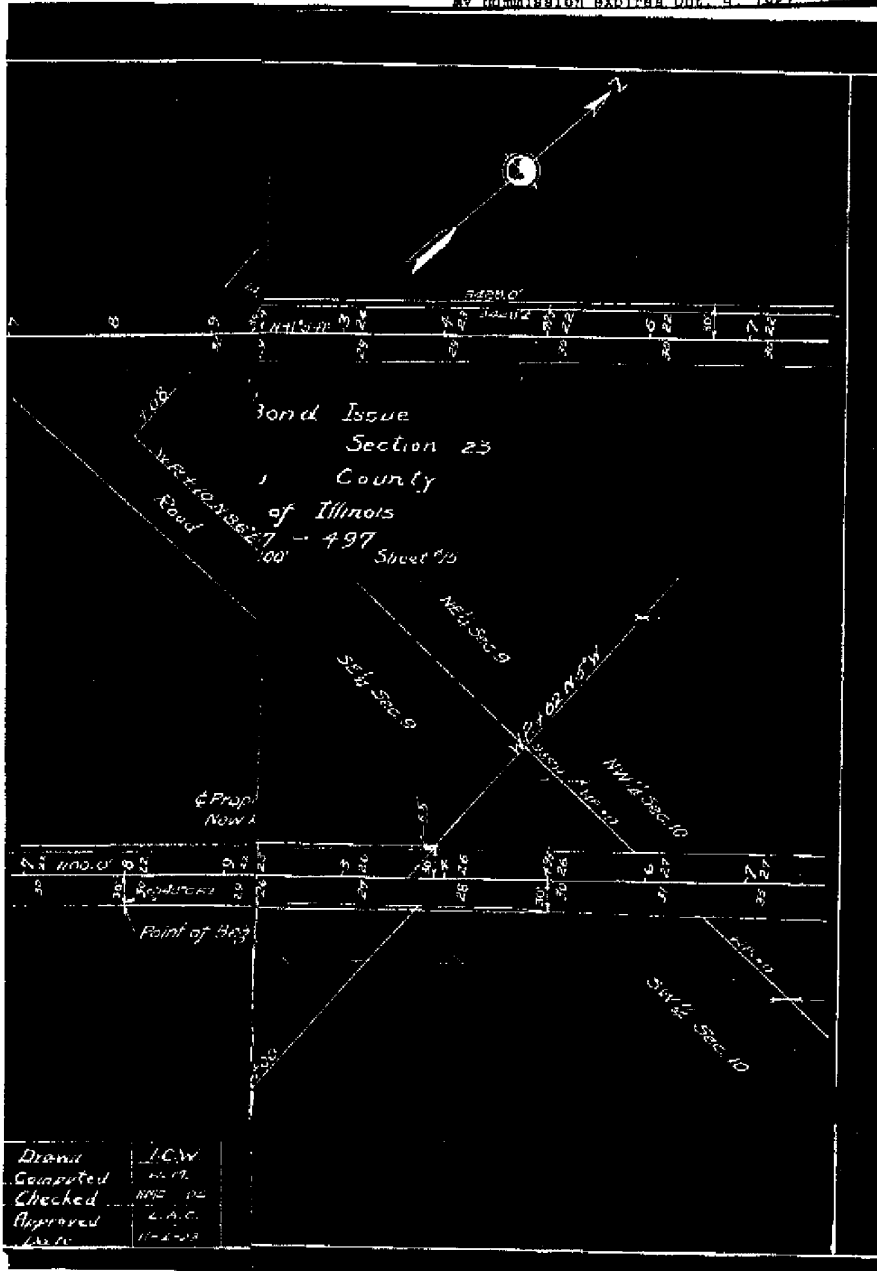
(LS)

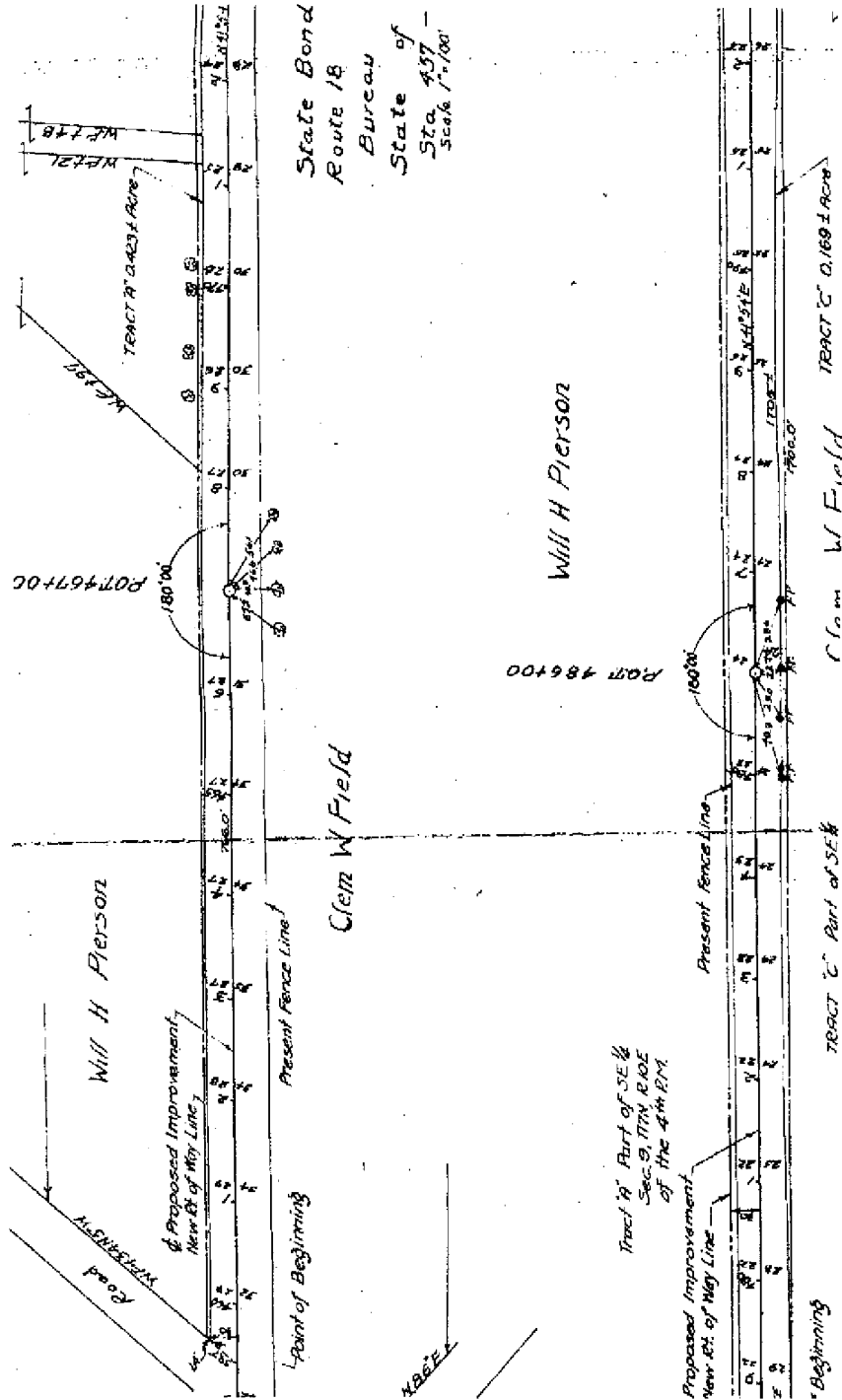
F. W. Clark

Notary Public

Notary Public State of Florida at Large

My commission expires Oct. 9, 1927.





State Bond  
Route 18  
Bureau  
of State  
Sta. 437 -  
Scale 1/2" = 100'

Will H Pierson

Clem W Field

POM 486400

TRACT 'H' Part of SE 1/4  
Sec. 9, T17N R.10E  
of the 4th RM.

TRACT 'C' Part of SE 1/4

TRACT 'C' Part of SE 1/4

TRACT 'C' 0.1691 ACRES

TRACT 'C' 0.1691 ACRES

Proposed Improvement  
New Rt. of Way Line

Present Fence Line

Present Fence Line

Will H Pierson

WASHBURN  
Road

Point of Beginning

Beginning

WASHBURN  
Road

POM 467+00

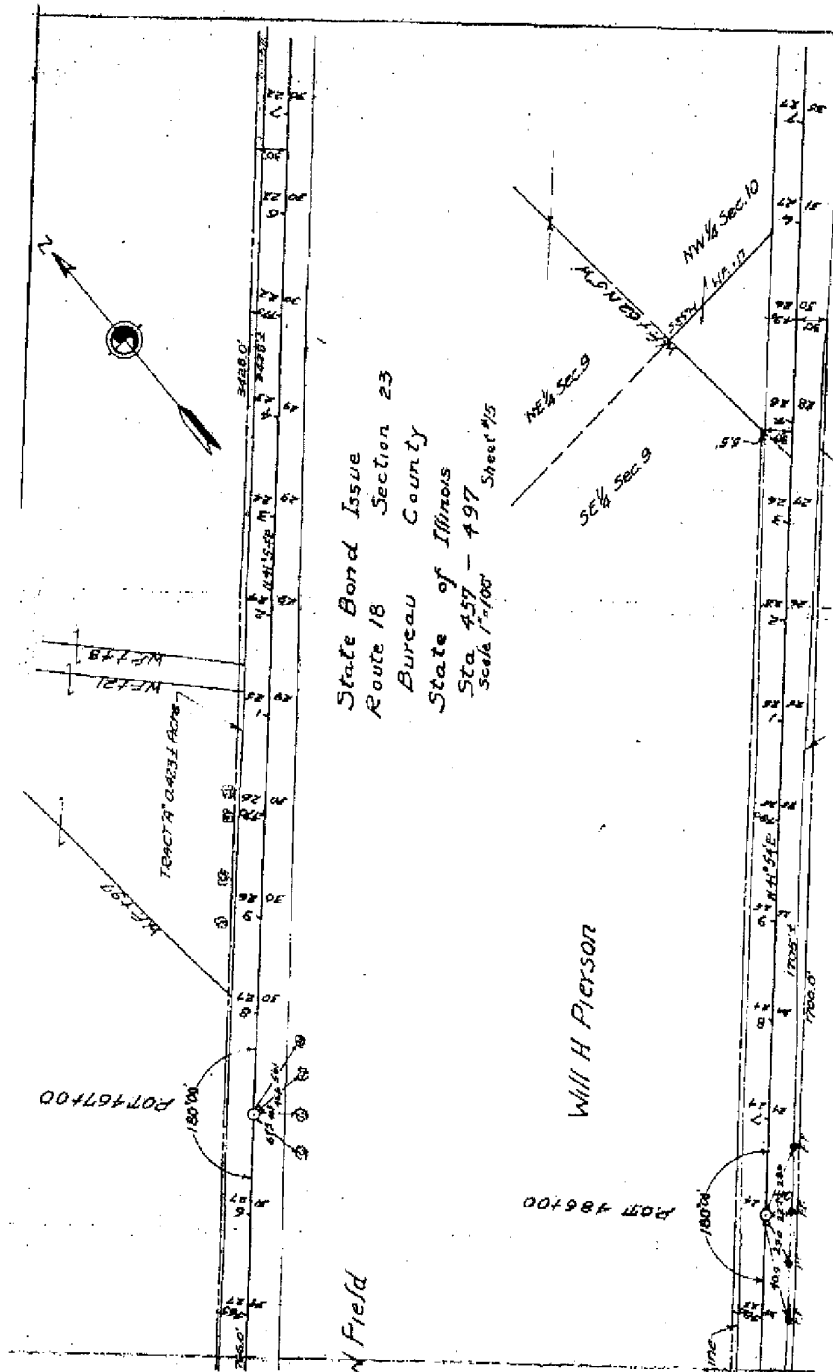
160'

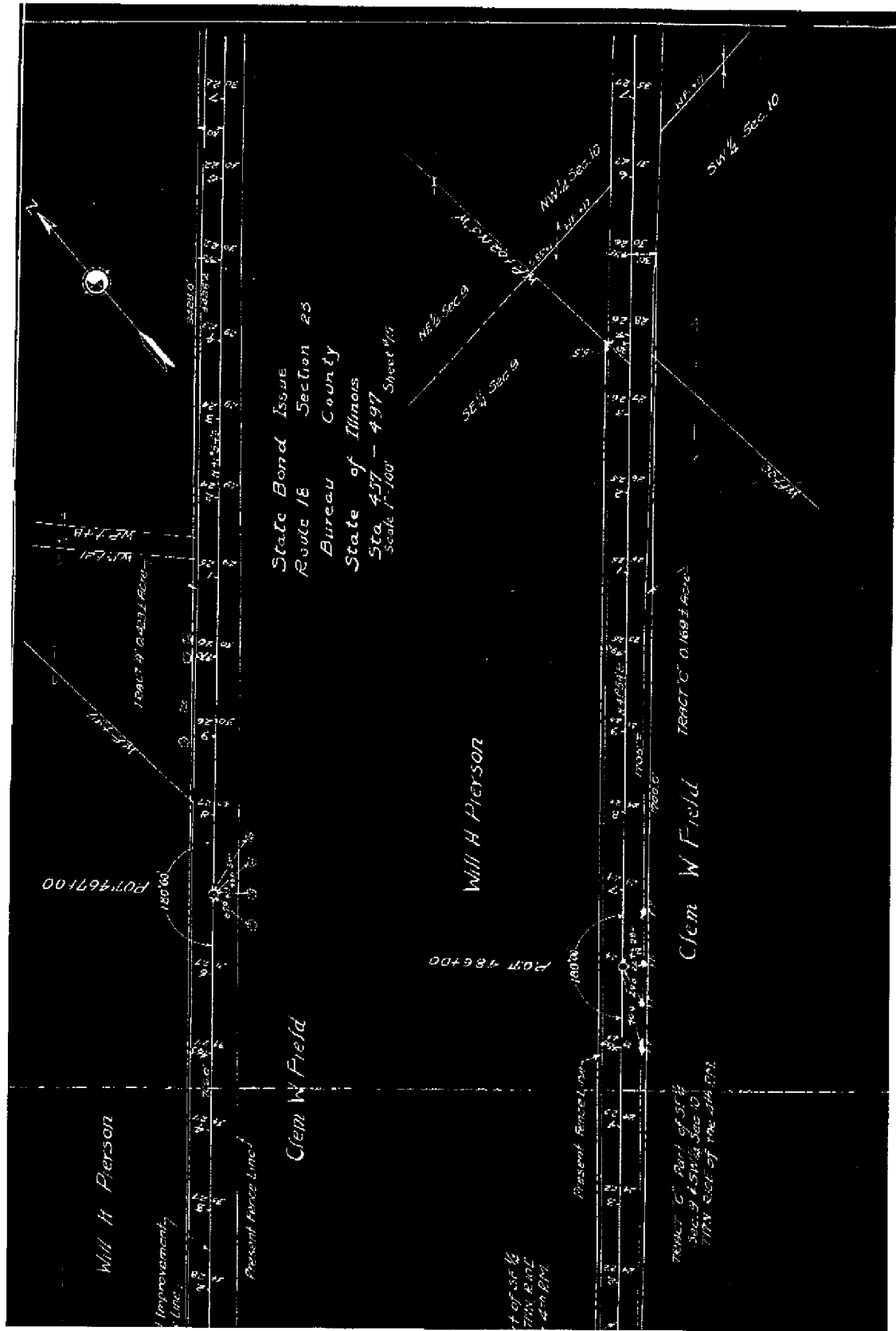
160'

160'

160'

160'





No. 24793. Filed for record on the 24th day of November A. D., 1945 at 8:00 o'clock A. M.

W. O. # 1171-675

Rec'd Galesburg  
Oct 29, 1945.

ILLINOIS POWER COMPANY

Easement

The Grantor C. V. Field, a widower, of Bureau County, Illinois, for One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant unto ILLINOIS POWER COMPANY, an Illinois corporation, its successors and assigns, the right and easement to enter upon the land of the Grantor described as follows:

The southwest quarter of Section 10 and that part of the southeast quarter of Section 9 lying on the easterly side of U. S. Highway # 34 situated in Twp. 17 North, Range 10, East of the 4th Principal Meridian, in Bureau County, Illinois, and to construct, operate, repair, maintain, patrol, remove, relocate, and reconstruct thereon an electric transmission or distribution line or system, including the right to cut and trim trees and shrubbery and remove other obstacles to the extent necessary to keep them clear of said electric line.

Poles, posts and anchors shall be set upon or near public highways adjoining said land where practicable.

The Grantor does hereby covenant that he owns the above described lands, and that the same are free of incumbrances and liens of whatsoever character except.

DATED this 11th day of October, 1945.

C. V. Field (SEAL)  
C. V. FIELD

State of Illinois. }  
County of Bureau } ss.

I, Kathryn Ralph, a Notary Public in and for the said County in the State aforesaid do hereby certify that C. V. Field, a widower, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of October, A.D., 1945.

(LS)

Kathryn Ralph  
Notary Public

#####

DEED RECORD No. 308

155

TENANT'S CONSENT

In consideration of \$1.00 and other considerations, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this 1st day of June, A.D., 1949.

A. L. Bryant,
Tenant

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS }
COUNTY OF Bureau } SS.

I, Frances E. Scott, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Frances Moseley, a divorced person and not since remarried, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 1st day of June, A.D., 1949.

Frances E. Scott
Notary Public in and for
Bureau County, Illinois.

(19)

My Commission Expires:
May 3, 1952.

#####

No. 259772. Filed for record on the 11th day of June, A.D., 1949 at 10:35 o'clock A. M.

No. 111-1303

AGREEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That J. G. Field, John H. Kirkpatrick and Wallace E. Montier, Trustees under the last will and testament of Clement V. Field, deceased, of the Postoffice of Princeton, State of Illinois, for and in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, and the further consideration of One Dollar (\$1.00) per rod to be paid before the pipe line hereinafter specified is laid; hereby grants and conveys unto MICHIGAN-WISCONSIN PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns, the right to lay, maintain, alter, repair, operate, complete and remove a pipe line not to exceed 24 inches in diameter, inside dimensions, for the transportation of oil, gas, petroleum or any of its products and all the appurtenances necessary for the transportation of oil, gas, petroleum or any of its products in said pipe line and for the maintenance of said line with the right of ingress and egress to and from the same, on, over, and through a certain strip of land (75 feet in width) situated in Bureau County, State of Illinois, to-wit:

The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of

## DEED RECORD No. 308

136

Section 10, Township 17 North, Range 10 East, Bureau County, Illinois.  
of Section 10 Township 17 N Range 10 E and containing ---- acres, more or less.

Said easement strip shall extend over the following property, viz:

Pipeline to enter grantors property at a point on the South line of the Southeast Quarter of the Southwest Quarter of Section 10, Township 17 North, Range 10 East, which point is 520 feet West from the Southeast corner of the Southeast Quarter of the Southwest Quarter, running thence North 71 degrees 20 minutes East a distance of 573 feet to a point on the East line of the Southeast Quarter of the Southwest Quarter, which point is 193 feet North from the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 10.

Said sum is acknowledged as full consideration for the said easement.

Grantor reserves the right to use the land within the easement strip in any manner not inconsistent with the constructing, maintaining, altering, repair, operation and removal of said pipe line. Whenever the Grantee shall start work for the digging of the ditch in which the pipe is to be laid upon said premises, not more than thirty (30) days shall elapse between the time the digging is begun and the time when the digging is completed, the pipe laid and trench refilled, weather conditions and unavoidable accidents excepted. In event such trench interferes with the use of any part of the land situated on either side thereof, suitable cross-overs shall be constructed over said trench by the Grantee.

Grantee shall bury and maintain the pipe line at least two feet below the surface of the soil (meaning two feet from the surface of the soil to the top of the pipe), except through rock. Grantee shall pay additional compensation and/or damages on account of the installation of valves, fittings or other equipment and appurtenances which extend above the pipe line installed hereunder.

Before a fence is cut by the Grantee, it shall be properly supported on either side of the contemplated opening by suitable posts and braces. All fences and tile drains that may be cut or disturbed shall be repaired by the Grantee in a good and workmanlike manner, with tile drain supported by substantial iron supports and gates provided at fence openings where required.

Whenever rock conditions are encountered in the construction of the pipe line, the rock shall be replaced below plow depth in the trench or no nearer to the surface than in its original state, and all rock that cannot be so replaced shall be removed from said premises or deposited on the premises at a place designated by the Grantor. Rock as herein defined shall not include sand or gravel or rocks less than six (6) inches in diameter.

All damage to crops, fences, tile drains and other property of the Grantor in any way caused by the Grantee, its successors or assigns in laying, operating, maintaining, altering, repairing, or removing said pipe line or its appurtenances shall be paid by the Grantee within ninety (90) days after construction is completed. In addition, Grantee shall also be liable for all damage, as a result of any physical disturbance of soil that affects its productivity. Grantee shall be liable for damages resulting from patrolling said pipe line.

If the amount of damages cannot be agreed upon between the parties herein it shall be determined by three disinterested persons, one appointed by the Grantor, one by the Grantee, and the third by the two so appointed as aforesaid. The award of any two such persons shall be final and conclusive. If the two selected cannot agree upon the third arbitrator within ten days after the selection of an arbitrator by the Grantor, the County Judge of said County may appoint the third arbitrator and either party shall give notice from the other.



# DEED RECORD No. 308

to appoint its arbitrator, the County Judge may make the appointment.

It is hereby understood and agreed that this agreement cannot be changed in any way except in writing signed by the Grantor and the duly authorized agent of the Grantee.

Signed this 3rd day of June, 1949.

Signed, sealed and delivered  
in the presence of-----

J. C. Field (SEAL)  
John H. Kirkpatrick (SEAL)  
Wallace E. Monier (SEAL)  
Trustees under the Last Will and  
Testament of Clement V. Field, Deceased.

### TENANT'S CONSENT

In consideration of \$1.00 and other considerations, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this 3rd day of June, A.D., 1949.

Eric W. Swanson  
Tenant

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF Bureau )

I, Frances E. Scott, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that J. C. Field, John H. Kirkpatrick and Wallace E. Monier, Trustees under the last will and testament of Clement V. Field, deceased, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Trustees, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 3rd day of June A.D., 1949.  
Frances E. Scott

(LS)  
My Commission Expires:  
May 3, 1952.  
Notary Public in and for  
Bureau County, Illinois.

\*\*\*\*\*

No. 259773. Filed for record on the 11th day of June, A.D., 1949 at 10:35 o'clock A. M.

No. Ill-1302

### AGREEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That John C. Field and Eva B. Field, his wife, of the Postoffice of Princeton, State of Illinois, for and in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, and the further consideration

294732  
B. 379  
P. 71

ILLINOIS

3740 1988

REV No. 100-07-1343

### AGREEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that Wallace E. Mosier and John H. Kirkpatrick,  
Trustees under the Last Will and Testament of Clement V. Field, deceased.

Principals, of the County of Bureau, State of Illinois, for and in consideration of Twenty and no/100 Dollars, and no/100 Dollars in hand paid, receipt of which is hereby acknowledged, hereby grant, sell, convey and assign unto THE PEOPLES PIPE LINE COMPANY, a Delaware Corporation, its successors and assigns, the right to lay, install, alter, operate, complete and remove a pipe line not to exceed 48 inches in diameter, inside diameter, for the transportation of oil, gas, petroleum or any of its products or other substances which may be transported through the pipe line, and the appurtenances necessary for the transportation of said gas, petroleum or any of its products or other substances in said pipe line and for the maintenance of said line with the right of ingress and egress to and from the same, on, over, and through the following described real estate situated in Bureau County, State of Illinois, to-wit:

A strip or parcel of land 75 feet in width out of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 16, Township 17 North, Range 18 East, Bureau County, Illinois. The Northernly boundary of which is the company's presently existing pipeline.

hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws. Said sum is acknowledged as full consideration for the said easement.

Grantor reserves the right to use the land within the easement strip in any manner not inconsistent with the constructing, installing, altering, repair, operation and removal of said pipe line. Whenever the Grantee shall start work for the digging of the ditch in which the pipe is to be laid upon said premises, not more than thirty (30) days shall elapse between the time the digging is begun and the time when the digging is completed, the pipe laid and trench refilled, weather conditions and unavoidable accidents excepted. In event such trench interferes with the use of any part of the land situated on either side thereof, suitable cross-overs shall be constructed over said trench by the Grantee.

Grantee shall bury and maintain the pipe line at least two feet below the surface of the soil (meaning two feet from the surface of the soil to the top of the pipe), except through rock. Grantee shall pay additional compensation and/or damages on account of the installation of valves, fittings or other equipment and appurtenances which extend above the pipe line installed hereunder.

Before a fence is cut by the Grantee, it shall be properly supported on either side of the contemplated opening by suitable posts and braces. All fences and tile drains that may be cut or disturbed shall be repaired by the Grantee in a good and workmanlike manner, with tile drain supported by substantial iron supports and gates provided at fence openings where required.

Wherever rock conditions are encountered in the construction of the pipe line, the rock shall be replaced below plow depth in the trench or no less in the surface than in its original state, and all rock that cannot be so replaced shall be removed from said premises or deposited on the premises at a place designated by the Grantor. Rock as herein defined shall not include sand or gravel or rocks less than six (6) inches in diameter.

All damage to crops, livestock, fences, tile drains and other property of the Grantor in any way caused by the Grantee, its successors or assigns in laying, operating, maintaining, altering, repairing or removing said pipe line or its appurtenances shall be paid by the Grantee within ninety (90) days after construction is completed. In addition, Grantee shall also be liable for all damage as a result of any physical disturbance of soil that affects its productivity. Grantee shall be liable for damages resulting from patrolling said pipe line.

If the amount of damages cannot be agreed upon between the parties herein it shall be determined by three disinterested persons, one appointed by the Grantor, one by the Grantee, and the third by the two so appointed as aforesaid. The award of any two such persons shall be final and conclusive. If the two selected cannot agree upon the third arbitrator within ten days after the selection of an arbitrator by the Grantor, the County Judge of said County may appoint the third arbitrator and if either fails within ten days' notice from the other, to appoint its arbitrator, the County Judge may make the appointment.

It is hereby understood and agreed that this agreement cannot be changed in any way except in writing signed by the Grantor and the duly authorized agent of the Grantee.

Signed this 8th day of June, 1980.

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

John H. Kirkpatrick (SEAL)  
Wallace E. Mosier (SEAL)  
John H. Kirkpatrick (SEAL)

In consideration of \$100 and other considerations, the undersigned Grantor hereby ratifies and confirms the above and foregoing grant and consent to the assignment by the Grantee herein of the right and interest therein grant.

Dated this 8th day of June, 1980.

John H. Kirkpatrick  
Tenant

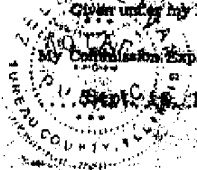
BOOK 379 PAGE 72

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS }  
COUNTY OF Bureau

I, Edith Newman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William B. Monier and John H. Kirkpatrick, Trustees under the Last Will and Testament of Clement V. Field, deceased, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 8th day of June, A.D. 1960.  
My Commission Expires: Sept. 15, 1960  
Edith Newman  
Notary Public in and for Bureau County, Illinois



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS }  
COUNTY OF

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this day of A.D. 19  
My Commission Expires: Notary Public in and for County, Illinois

CORPORATION ACKNOWLEDGMENT

STATE OF ILLINOIS }  
COUNTY OF

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that of the above-named, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as the free and voluntary act of said and as his own free and voluntary act as such for the uses and purposes therein set forth.

Given under my hand and official seal, this day of A.D. 19  
My Commission Expires: Notary Public in and for County, Illinois

STATE OF ILLINOIS  
Bureau County  
294-232  
RECORDED  
K. J. [unclear]  
Page 71  
K. J. [unclear]

Ray [unclear]  
Kirkpatrick [unclear]  
Field [unclear]

Manlius 160018 L-1000  
3613

80-25076

RIGHT OF WAY PERMIT

FORM 904 A

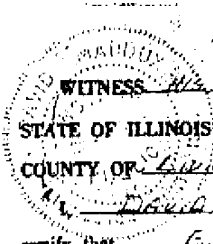
Received of GENERAL TELEPHONE COMPANY OF ILLINOIS, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across the land hereinafter specifically described which said land is included in the public highway, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in Bureau County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land hereinafter described, with the right to permit the attachment of the wires of any other Company. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows:

Bureau County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land hereinafter described, with the right to permit the attachment of the wires of any other Company. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows: A part of the Southwest one quarter (SW<sup>1</sup>/<sub>4</sub>) of the Southwest one quarter (SW<sup>1</sup>/<sub>4</sub>) of Section ten (10); Township 17 North; Range 10 East

The buried facilities to be placed within the road right-of-way on the East side of the road.

This permit is granted with the provision that General Telephone Company of Illinois will be responsible for tile damage and will arrange to repair or have them repaired to the owners satisfaction.

This permit will be null and void unless property owner is present when cable is being placed.



WITNESS his hand and seal this 6<sup>th</sup> day of March, A. D. 1980  
STATE OF ILLINOIS }  
COUNTY OF Bureau } SS. E. D. Bollin (SEAL)

David Maddux, a Notary Public in and for said County and State, do hereby certify that E. D. Bollin personally known to me and to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6<sup>th</sup> day of March, A. D. 1980

RR# 2 SHEFFIELD, IL  
61361

THIS INSTRUMENT PREPARED BY:  
D. MADDEX  
120 N. STERLING STREET  
STREATOR, ILL. 61364

David Maddux  
Notary Public

RECORDED

80- 3510

1980 NOV 14 AM 9:20

Tom Nelson  
COUNTY CLERK & RECORDER  
BUREAU COUNTY, ILL.

STATE OF ILLINOIS }  
Bureau County }  
Filed for record on this 14<sup>th</sup> day of  
Nov A. D. 1980 at 9:20 o'clock  
P. M. and duly recorded in Book 602  
Page 47  
Tom Nelson  
County Clerk & Recorder

BOOK 602 PAGE 47

91- 1705

Document # \_\_\_\_\_

WELL AGREEMENTBook 745 Page 285

THIS AGREEMENT made this 2 day of May, 1991, between RICK PEACOCK, hereinafter Peacock, of Princeton, Illinois, and JAMES W. OWENS and PATRICIA A. OWENS, hereinafter Owens, of Rural Route, LaMoille, Illinois; as follows:

WHEREAS, Peacock is the owner of the following described real estate, to-wit:

All that part of the Southeast Quarter of Section 9 lying South of U.S. Route 34 which runs in a North-easterly-Southwesterly direction across said Southeast Quarter;

The Southwest Quarter of Section 10, excepting that part thereof which lies North of said U. S. Route 34; and

35 acres, more or less, off the South end of the East Half of the Northwest Quarter of Section 10;

All lying and being situated in Township 17 North, Range 10 East of the Fourth Principal Meridian, Bureau County, Illinois;

WHEREAS, Peacock has agreed to sell to Owens a portion of the above described property, more particularly described as follows, to-wit:

That part of the Southwest Quarter of Section 10, Township 17 North, Range 10 East of the Fourth Principal Meridian, described as follows:

Commencing at the Southwest corner of said Section 10; thence due East 1003.76 feet on the south line of said Section 10 to the point of beginning; thence due North 383.45 feet; thence South 79° 23' 22" East 381.72 feet; thence due South 313.16 feet to the South line of said Section 10; thence due West 375.19 feet on the South line of said Section 10 to the point of beginning, and all being situated in Berlin Township, Bureau County, Illinois;

WHEREAS, there is located on the property being purchased by

BOOK 745 PAGE 285

BOOK 745 PAGE 286

Owens from Peacock a water well which provides water to the improvements on the property Owens is purchasing as well as to certain improvements on the property Peacock is retaining; and

WHEREAS, Peacock desires to retain the right to draw water from said water well for normal agricultural uses conducted on the property retained by him or later owned by his successors and assigns.

NOW, THEREFORE, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Peacock, his heirs, personal representatives, executors, successors, and assigns shall be allowed to take water from the well located on the property purchased by Owens in such amounts as he or them may require and to transport the water through the existing pipes now leading from said well to the improvements and property retained by Peacock or through any replacements of said pipe for normal agricultural purposes being conducted on the property retained by Peacock.

2. Owens hereby grants Peacock the perpetual right and easement for him or any of them, to replace any pipes or water lines running from said well to the property retained by Peacock. The replacement of any of those pipes leading from the well to the property retained by Peacock shall be done solely at Peacock's expense.

3. It is agreed between the parties that any cost of repairs, replacement and maintenance of said well, pump and appurtenant equipment, not including piping running from the well

to the Peacock property and not including piping running from the well to the improvements on the Owens property, shall be shared equally by the parties hereto.

4. It is agreed and understood between the parties that the electricity for operation of the well pump runs through Owens meter and is billed to Owens. Peacock agrees to pay annually on the first day of May each year commencing May 1, 1991, the sum of \$100.00 to Owens or his successors and/or his assigns to defray the cost of electricity for providing water to the property retained by Peacock. Every ten years the annual payment from Peacock to Owens pursuant to this paragraph shall be renegotiated between the parties.

5. Peacock agrees to keep the pipes running from the well to the property retained by him in good order so that there will be no leakage or seepage therefrom to cause injury to the land owned by Owens.

6. The covenants and agreements herein contained shall run with the land and extend to and be binding upon the heirs, personal representatives, grantees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.

  
Rick Peacock

  
James W. Owens

  
Patricia A. Owens

BOOK 745 PAGE 287

RECORDED

91 MAY -8 AM 10:23

BOOK 745 PAGE 283

COUNTY CLERK & RECORDER  
BUREAU COUNTY, ILL.

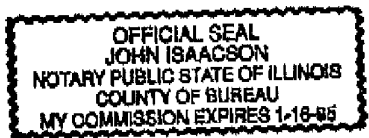
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF BUREAU )

I, John Isaacson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rick Peacock, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2 day of May, 1991.

My Commission expires: \_\_\_\_\_, 19\_\_\_\_

John Isaacson  
Notary Public



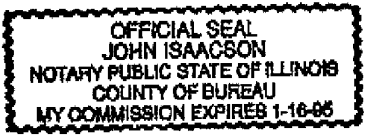
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF BUREAU )

I, John Isaacson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James W. Owens and Patricia A. Owens, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 7 day of May, 1991.

My Commission expires: \_\_\_\_\_, 19\_\_\_\_

John Isaacson  
Notary Public



Prepared by and Return to:  
Trimble, Angel, Isaacson & Tracy  
111 Park Avenue East  
Princeton, IL 61356



07/18/91 09:43

MEYER CAPEL

0001000

91- 3616

Document # \_\_\_\_\_  
Book 748 Page 899


MODIFICATION OF WATER WELL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that RICK PEACOCK and JAMES W. OWENS and PATRICIA A. OWENS heraby agree that the Well Agreement dated May 2, 1991, filed May 8, 1991, at 10:23 A.M. in Book 745, page 285 as Document #91-1705 made by them is heraby modified so that the same affects the following described real estate only:

A part of the southwest Quarter of section 10, Township 17 North, Range 10 East of the Fourth Principal Meridian that lies south and East of the southeasterly Right of Way line of U.S. Route #34 in Bureau County, Illinois, more particularly described as follows: commencing at the southwest corner of Section 10; thence Due East 1003.76 feet on the South line of said Section 10 to the Point of Beginning; thence Due North 683.45 feet; thence Due East 435.19 feet; thence Due South 683.45 feet; thence Due West 435.19 feet to the Point of Beginning, containing 6.828 acres, more or less;

and that said agreement is heraby released and discharged as to any and all other real estate described therein.

DATED at Princeton, Illinois, this 17 day of July, 1991.

  
Rick Peacock

  
James W. Owens

  
Patricia A. Owens

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF BUREAU )

BOOK 748 PAGE 899

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that RICK PEACOCK and JAMES W. OWENS and PATRICIA A. OWENS, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 1991, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

BUREAU

DO NOT ABSTRACT DOCUMENT 189111110 PAGE 1 OF 2 SCANNED 7/26/91

07/16/91 09:44

MEYER CAPEL

005/009

BOOK 748 PAGE 90d

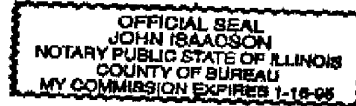
- 2 -

Given under my hand and Notarial Seal, this 17 day of July, 1991.

*John Isaacson*  
\_\_\_\_\_  
Notary Public

PREPARED BY & UPON RECORDING RETURN TO:

DONALD R. ALDEEN  
MEYER, CAPEL, HIRSCHFELD,  
MUNCY, JAHN & ALDEEN, P.C.  
306 West Church Street  
P. O. Box 577  
Champaign, IL 61824-0577  
Telephone: (217) 352-1800



RECORDED  
91 JUL 30 PM 1:22

*John Victor*  
COUNTY CLERK & RECORDER  
BUREAU COUNTY, ILL.