

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**Title Underwriters Agency**

**(File Number: SS290839COM)**

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**Auction Tracts 1 & 2  
(Stephenson County, Illinois)**

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*For March 10, 2021 auction to be conducted by:*

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

*On behalf of:*

**Donald K. Busch, Sr., et al.**

Title Underwriters Agency  
agent for  
Chicago Title Insurance Co

**Transaction Identification Data for reference only:**

Issuing Agent: Title Underwriters Agency  
Issuing Office: 126 N. Water Street, Rockford, IL 61107  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: SS290839COM  
Issuing Office File Number: SS290839COM  
Property Address: Springfield Road, Freeport, IL

Revision Number:  
Hud No.

**SCHEDULE A**

1. Commitment Date: January 14, 2021 at 07:59 AM
2. Policy to be issued:
  - (a) **Owner's Policy: ALTA - 2006 (6/17/06)**  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 of Schedule A  
 Proposed Policy Amount: \$ 10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Donald Keith Busch, Sr.
5. The Land is described as follows:  
  
SEE EXHIBIT A ATTACHED HERETO

**Title Underwriters Agency**

By: *Jesse Raymer*  
Authorized Signatory

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Commitment No. SS290839COM

Title Underwriters Agency  
agent for  
Chicago Title Insurance Co  
**SCHEDULE B, PART I**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from Donald Keith Busch, Sr. conveying fee simple title to Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 of Schedule A.

For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

- b. NOTE: Plat Act Affidavit must accompany deed called for above.

**NOTES FOR INFORMATION:**

1. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.

2. If a Zoning Endorsement is to be requested for this transaction this office should be notified as to who is providing us with the zoning letter from the municipality. Please contact the examiner noted on your commitment as soon as possible, as there is sometimes a three week delay in obtaining this information from various municipalities.

**Notes for Information**

1. The coverage afforded by this Commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the Company have been fully paid.
2. Extended coverage will be provided at no additional charge on all residential owners' policies if the Company is furnished a properly executed ALTA statement and current ALTA/ACSM or Illinois Land Title Survey certified to the

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AMERICAN  
LAND TITLE  
ASSOCIATION



Commitment No. SS290839COM

**SCHEDULE B**  
(Continued)

Company. Matters disclosed by the above documentation will be shown specifically.

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Commitment No. SS290839COM

**SCHEDULE B**  
(Continued)

If the property to be insured is unimproved, or is improved with a structure other than one containing no more than four residential units, extended coverage over the six general exceptions must be requested and an additional charge will be made for such coverage. The Company should be furnished a properly executed ALTA statement and a current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

3. Mortgage policies insuring a first lien position on one to four family properties will contain our Environmental Protection Lien, ALTA endorsement - Form 8.1.
4. 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.

**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 insure 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.

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**SCHEDULE B**  
(Continued)

6. 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.
7. Taxes for the year 2020 and subsequent years.  
  
P.I.N. Number: 04-19-11-176-001 (2019 \$4,266.08)  
Lot Dimensions 88.741 acres  
Township Silver Creek
8. Unrecorded leases, if any, and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
9. Title to that part of insured premises that may be within the bounds of any road, highway, street or alley.
10. Right of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. Easement in, upon, over and along the following described part of the land: The West line of the Southwest Quarter of the Northwest Quarter of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian, for the purpose of construction, operating and maintaining an electrical transmission system and appurtenant facilities to serve the land and other property as created by a grant to Northern Utilities Company, its successors and assigns, dated February 4, 1931, and recorded February 9, 1931, in Book "N" Misc. Page 198. Supplement to Transmission Line Right of Way Agreement dated November 1, 1977, and recorded January 17, 1978, as Document No. 92-2260, for full particulars of which we refer to the public records.
12. Terms and provisions as contained in Transmission Line Right of Way Agreement dated February 4, 1931, and recorded in Book "N" Misc. Page 198 to Northern Utilities Company, its successors and/or assigns, for full particulars of which we refer to the public records.
13. Right of the public, the State of Illinois, and the municipality in and to so much of the land dedicated for road purposes by instrument dated July 3, 1964, and recorded July 16, 1964, as Document No. 84-5262.
14. Rights of the public, the State of Illinois, and the municipality in and to so much of the land dedicated for road purposes by instrument dated October 9, 1964, and recorded October 13, 1964, as Document No. 84-6465.

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Commitment No. SS290839COM

**SCHEDULE B**  
(Continued)

15. Easement in, upon, over and along the following described part of the land: The East 65 feet (as measured perpendicular to the East line thereof) of the East Half of the Northwest Quarter of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian lying Northerly of the Northerly right-of-way line of the Illinois Central Gulf Railroad, for the purpose of constructing, operating and maintaining an electrical transmission system and appurtenant facilities to serve the land and other property as created by a grant to Commonwealth Edison Company, its successors and assigns, dated August 1, 1975, and recorded September 3, 1975, as Document No. 90-8263.
16. Easement in, upon, over and along a portion of the Northwest Quarter of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian, lying South of the Southerly right of way line of the Illinois Central Gulf Railroad for the purpose of noise emission as created by a grant to The Power Alliance Corporation dated April 10, 1991, and recorded September 9, 1991, as Document No. 9822851. For the exact location we refer to the public records.
17. Reservation of mineral rights contained in Warranty Deed dated September 16, 1988, and recorded October 5, 1988, as Document No. 98-3425 and transferred to The Prospect Company in Quit Claim Deed dated June 17, 1992, and recorded March 12, 1993, as Document No. 93-030014. Notice of Claim of Mineral interest dated February 7, 2014, and recorded February 25, 2014, as Document No. 201400138209.
18. Any right, interest, or claim that may exist, arise, or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

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Commitment No. SS290839COM

## EXHIBIT A

### TRACT A:

Part of the Northwest Quarter (1/4) of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the Northwest Quarter (1/4) of said Section; thence North 01 degrees 01' 48" West, along the West line of the Northwest Quarter (1/4) of said Section, 845.97 feet to the South line of the I.C.G. Railroad as now located and laid out; thence South 75 degrees 25' 26" East, along the South line of said railroad, 2361.22 feet; thence North 14 degrees 34' 34" East, along said South line, 60.00 feet; thence South 75 degrees 25' 26" East, along said South line, 377.55 feet to the East line of the Northwest Quarter (1/4) of said Section; thence South 01 degrees 07' 42" East, along the East line of the Northwest Quarter (1/4) of said Section, 211.92 feet to the Southeast corner of the Northwest Quarter (1/4) of said Section; thence South 89 degrees 56' 24" West, along the South line of the Northwest Quarter (1/4) of said Section, 2654.68 feet to the point of beginning. Subject to the rights of the public and the State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes; situated in Stephenson County, Illinois.

### TRACT B:

Part of the Northwest Quarter (1/4) of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Beginning at a point in the West line of the Northwest Quarter (1/4) of said Section, which bears North 01 degrees 01' 48" West, 1012.09 feet from the Southwest corner of the Northwest Quarter (1/4) of said Section, said point being on the North line of the I.C.G. Railroad; thence North 01 degrees 01' 48" West, along the West line of the Northwest Quarter (1/4) of said Section, 311.00 feet to the North line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section; thence North 89 degrees 55' 38" East, along the North line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section, 1325.77 feet to the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section; thence North 01 degrees 03' 37" West, along the West line of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section, 603.41 feet to the Southwest corner of Busch Industrial Park Unit 2, the Plat of which being recorded in Book M of Plats on Page 7-7C in the Recorder's Office of Stephenson County, Illinois; thence North 89 degrees 55' 53" East, 245.41 feet; thence South 01 degrees 14' 42" East, 25.96 feet; thence North 89 degrees 55' 53" East, 1080.46 feet to the East line of the Northwest Quarter (1/4) of said Section (the last 3 previously described courses being along the South line of said Busch Industrial Park Unit 2 as aforesaid); thence South 01 degrees 07' 42" East, along the East line of the Northwest Quarter (1/4) of said Section, 1585.31 feet to the North line of said railroad; thence North 75 degrees 25' 26" West, along said North line, 2755.34 feet to the point of beginning. Subject to the rights of the public and the State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in Stephenson County, Illinois.



54-84. TRANSMISSION LINE RIGHT OF WAY AGREEMENT.

NO. S-28

85/100

THE undersigned MARY HUENKEMEIER AND WM. B. HUENKEMEIER of Freeport, Stephenson County, Illinois, in consideration of the sum of ONE HUNDRED FIFTY ONE Dollars (\$151.88 in hand paid, receipt of which is hereby acknowledged, and the further sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) to be paid before construction begins, do hereby grant, convey and warrant to Illinois Northern Utilities Company, a corporation, its successors, and assigns, permission to erect, maintain and operate a line of structures of wood or steel or both and wires for the transmission of electric current, including private telephonic wires to be carried on the same and to transmit electric current by means thereof upon, along, and over a strip of land belonging to the Grantor, (with perfect clearance from trees, buildings, structures and things of every kind, meaning by this, that there shall be no structure of any kind placed or permitted to remain thereon, other than ordinary farm fences not more than six (6) feet in height, and there shall be nothing planted on said premises except seeds of farm products and that the said premises shall at all times be free from obstructions of every kind caused by the Grantor, other than persons, animals, vehicles and farm machinery passing over the same while being used for agricultural purposes and of agricultural products growing or being transported thereon, and of ordinary farm fences not more than six (6) feet in height, for a distance of fifty (50) feet on each side of and adjoining the center line of such proposed transmission line, as same has been surveyed and located over and across the premises described as follows:

The Southwest quarter of the northwest quarter of Section 11, Township 26 North, of Range 8 East of the 4th P.M., excepting the right of way of I.C.R.R. Silver Creek Township

In the County of Stephenson State of Illinois. TOGETHER with the right to enter upon said premises either at the ends of the strip or over the butting property through established lanes, entrances or gates of the Grantor, for the purpose of erecting, repairing or renewing such poles or towers, wires, fixtures and appurtenances, and stringing said wires and repairing or removing of same, and the right to remove all trees now or hereafter growing on said strip of land. Said Grantee shall not have the right to erect any fence or other structure on such land, other than said towers and wire, and necessary guy and anchor wires and attachments or appurtenances, and the right is hereby expressly reserved to said Grantor, his heirs, and assigns, of every use and enjoyment of said land not inconsistent with the maintenance, operation, repair and removal of such poles or towers and wires and removal of such trees as aforesaid.

It is agreed that the structures to be first erected under this contract shall be located and erected as nearly as possible as follows:

On a line which is the west line of the grantor's property on the west line of the above described southwest quarter of the northwest quarter of Section 11. Two half structures and guy wire from the railroad property are to be erected along the said line. Two additional half structures may be erected along said line in the future.

It is further agreed that at no time hereafter shall a greater number of structures be erected upon the premises hereby conveyed than the number of structures first erected.

It is further agreed that any and wires used for the transmission of electric current in said proposed transmission line shall have a clearance of not less than twenty (20) feet from the ground at their lowest point.

It is further expressly understood and agreed that the Illinois Northern Utilities Company, or its successors, or assigns, will pay to the undersigned and any successor of him in title to the above described lands any and all damage which may be caused to fences, crops, animals or other property of the undersigned or such successor in title by the erection, maintenance and operation of said transmission line or by the said company or any of its successors, or assigns, in the exercise of any of the rights granted under this contract, or in anyway relating from the use by said company or any of its successors or assigns of any of the property of the undersigned hereinabove described. Any such damages shall be paid within thirty (30) days after written notice that such damage has occurred is given by the party entitled thereto to the Company, or its successors, or assigns.

Witness the hands and seals of the grantors this Fourth day of February, A.D. 1931.

Witness: Mrs. Mary Huenkemeier (SEAL)  
 Wm. B. Huenkemeier (SEAL)

The undersigned tenant and person in possession of the premises above described in consideration of one dollar to him in hand paid by Illinois Northern Utilities Company, do hereby consent and agree that said Illinois Northern Utilities Company, its successors, and assigns, may construct, maintain and operate an electric transmission line and private telephonic line, over and across said premises upon the same terms and conditions as are stated and set forth in said instrument.

Witness my hand and seal this 4th day of February, 1931.  
 Witness: Emmert Elders (SEAL) Tebbi Elders (SEAL)

Recorded 2-9-1931 11:08 Am

R.O.W. sec 93-2260 p 236 427-1-17-28

## SUPPLEMENT TO TRANSMISSION LINE RIGHT OF WAY AGREEMENT

Whereas by a Transmission Line Right of Way Agreement an Easement was granted by Mary Huenkemeier and Wm. B. Huenkemeier of Freeport, Stephenson County, Illinois

to COMMONWEALTH EDISON COMPANY, an Illinois corporation, (successor by various mergers, to Illinois Northern Utilities Company) its successors and assigns ("Grantee") and recorded in the office of the Recorder of Stephenson County, Illinois, February 9, 1931, as Document Number 54-84, in Book "N" of Misc., Page 198, for permission to erect, maintain and operate a line of structures of wood or steel or both and wires for the transmission of electric current, in, over, and upon an easement strip extending Fifty (50) feet on each side of the center line of said transmission line, the location of the transmission line on Grantor's land as set forth in the said Right of Way Agreement, is described as follows:

The Southwest Quarter of the Northwest Quarter of Section 11, Township 26 North of Range 8 East of the Fourth Principal Meridian, excepting the right of way of I.C.R.R., Silver Creek Township, Stephenson County, Illinois.

On a line which is the west line of the grantor's property on the west line of the above described Southwest Quarter of the Northwest Quarter of Section 11.

Whereas, Grantee desires to replace the wood structures originally installed under said Agreement with steel single shaft structures to be located upon the Grantor's land so that its center line shall as nearly as is practicable follow the center line as heretofore described. Upon actual construction of said transmission line, the center line of said transmission line and easement strip shall be automatically fixed without further act or deed.

Whereas, in the event the Grantee deems it practical to abandon said easement premises, Grantee shall, pursuant to a request by the property owner of record, release and disclaim all rights at Grantee's expense and remove all structures and bases and return the premises to as near as possible its original condition.

Whereas, it is expressly understood that the steel single shaft structures to be installed by the Grantee in the above described easement strip shall not be replaced at any future time by four (4) leg, wide base, lattice type towers, H-Frame structures, nor by more than three (3) single shaft structures.

Whereas, Grantee agrees to pick up and remove any clay, rock or other debris which may be brought to the surface as a result of excavation or other work on said proposed transmission line, except for a small amount around the base of each single shaft structure, which will be left in place to provide for settlement. Upon completion of construction of said transmission line, Grantee will restore the surface of the construction area to as near as possible its original condition when first entered upon by Grantee.

Whereas, Grantee will enter upon said premises at the ends of the easement strip through established lanes, entrances or gates of the Grantor, for the purpose of constructing, erecting, reconstruction, renewing, operating, using, patrolling, maintaining, replacing, rebuilding, enlarging and removing the electrical transmission line, steel single shaft structures, underground counterpoise and necessary fixtures and conductors attached thereto.

LEGIBILITY OF POOR QUALITY

LEGIBILITY OF POOR QUALITY

Whereas, Grantee will promptly compensate Grantor for any damages to any and all property of grantor, proximately caused by the construction, operation, maintenance or removal of said electrical transmission line within thirty (30) days after such damages accrue.

Now, Therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, the undersigned owners of the above described land hereby give and grant to Grantee, its successors and assigns, the right to construct, erect, reconstruct, renew, operate, use, patrol, maintain, replace, rebuild, enlarge and remove an electrical transmission line, including steel single shaft structures, underground counterpoise and necessary fixtures and conductors attached thereto in, over and upon said easement strip, pursuant to the terms of this Right of Way Agreement. All of the remaining terms and conditions contained in said Document Number 54-84 shall remain in full force and effect.

Witness, our hands and seals, this 1st day of November, 1977.

Marian F. Ascher (SEAL)  
Marian F. Ascher  
Marguerite Ascher (SEAL)  
Marguerite Ascher  
Patricia Ascher (SEAL)  
Patricia Ascher  
\_\_\_\_\_  
(SEAL)

William W. Ascher (SEAL)  
William W. Ascher  
John S. Ascher (SEAL)  
John S. Ascher  
William W. Ascher, Jr. (SEAL)  
William W. Ascher, Jr.  
\_\_\_\_\_  
(SEAL)

Donald Thielens (SEAL)  
Donald Thielens  
Secretary  
Land Equity Management  
Corporation  
\_\_\_\_\_  
(SEAL)

Samuel Lezak (SEAL)  
Samuel Lezak  
President  
Land Equity Management  
Corporation  
\_\_\_\_\_  
(SEAL)



The undersigned tenant and person in possession of the premises above described, in consideration of the sum of \$1.00 to him in hand paid by Commonwealth Edison Company, does hereby consent and agree that said Commonwealth Edison Company, its successors and assigns, may construct, reconstruct, renew, operate, use, patrol, maintain, replace, rebuild, enlarge and remove an electrical transmission line in, over and upon said premises upon the terms and conditions as are stated and set forth in this instrument.

WITNESS my hand and seal, this 5th day of December, 1977.

Harold Ramon (SEAL)  
\_\_\_\_\_  
(SEAL)

WITNESS: Marion J. Wise  
WITNESS: \_\_\_\_\_

LEGIBILITY OF PDDR QUALITY

J.R.R.

COUNTY OF Stephenson } SS

I, Jean M. Rosemaier, a Notary Public in and for said County and State, and residing in the County of Stephenson, do hereby certify that John S. Ascher and Marguerite Ascher, his wife; William W. Ascher, Jr and Patricia Ascher, his wife personally known to me to be the same persons whose names are are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 4th day of November, A.D. 1977.



Jean M. Rosemaier  
Notary Public

LEGIBILITY OF POOR QUALITY

STATE OF Illinois } SS  
COUNTY OF Stephenson

I, Jean M. Rosemaier, a Notary Public in and for said County and State, and residing in the County of Stephenson, do hereby certify that William W. Ascher and Marian F. Ascher, his wife personally known to me to be the same persons whose names are are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 4th day of November, A.D. 1977.



Jean M. Rosemaier  
Notary Public

STATE OF Illinois  
COUNTY OF Cook

92-2260 -4- Bk.P-236 Pg. 430  
SS

I, the undersigned, a Notary in and for the state and county aforesaid, do hereby certify that SAMUEL LEZAK personally known to me to be the President of Land Equity Management Corporation, Ill. Corp and DONALD THIELEN personally known to me to be the Secretary of the said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and Secretary of the said Corporation, and caused the seal of the said Corporation to be affixed thereto pursuant to authority given by the Board of DIRECTORS of the said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of November A.D. 1977.

Michael R. Norris  
Notary Public

My Commission expires: September 2, 1981



State of Illinois } Document No. 92-2260  
Stephenson County }  
Filed and Recorded Jan. 17, 1978 at 3:52 o'clock P.M.  
In Book P-236 Page 427 DEAN W. AMENDT Recorder  
Priscilla Knoll Deputy.

This instrument prepared by M. R. Norris P. O. Box 767,  
(name)  
Chicago, Illinois 60690, on behalf of Commonwealth Edison Company

LEGIBILITY OF POOR QUALITY

AFTER RECORDING RETURN TO:  
COMMONWEALTH EDISON COMPANY  
% REAL ESTATE DEPT., ROOM 1850  
72 W. ADAMS STREET P.O. BOX 767  
CHICAGO, ILLINOIS 60690

J.R.

LEGIBILITY OF POOR QUALITY

STATE OF ILLINOIS  
COUNTY OF STEPHENSON  
DEPARTMENT OF HIGHWAYS  
FREEPORT, ILLINOIS

Tract 1 & 2  
Leonard W. Ascher  
Et. Al.  
Silver Creek Township

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, That the Grantors, Leonard W. Ascher and Adeline H. Ascher, his wife; William W. Ascher and Marian F. Ascher, his wife; and John S. Ascher and Marguerite Ascher, his wife,

of the County of Stephenson and State of Illinois for and in consideration of the ~~sum of~~ replacement ~~of fences as per rider hereto attached~~ ~~XXXXXXXXXXXXXXXXXXXX~~ by the County of Stephenson, acting by and through the County Board of Supervisors 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, including planting, beautification and maintenance rights, a tract of land situated in the County of Stephenson and State of Illinois, and described as follows:

All that part of the following described tract of land which does not coincide with the right of way of the present highway lying between the east half and the west half of Sections 2 and 11, all in Township 26 North, Range 8 East of the Fourth Principal Meridian.

(Tract 1)  
The East 40 feet of the South 791.1 feet of the South West Quarter of Section 2, Township 26 North, Range 8 East of the Fourth Principal Meridian.

\* (Tract 2)  
The East 40 feet of the North 2330.82 feet of the North West Quarter of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian.

State of Illinois, ss. Document No. 84-5463  
Stephenson County, Ill. 47  
Filed and Recorded July 10 1964 at 10 o'clock A.M.  
by Roy C. Long Recorder  
Page 76

containing 0.50 acres more or less. Edna C. Campbell Deputy

Said tract being also shown by the plat hereto attached and to be considered a part thereof.  
It is further understood that no trees, within the said highway, are to be cut by any person without first obtaining permission from the highway official having charge of the said highway.

And the Grantor \_\_\_\_\_ further, as part of this dedication, agree \_\_\_\_\_ to move any and all fences, enclosures, buildings and other obstructions from the above described tract and to completely vacate the same, within \_\_\_\_\_ days after notice in writing from the County Superintendent of highways of the County of Stephenson and State of Illinois, and the County of Stephenson or any County official having authority as to public highways, or its 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 \_\_\_\_\_ 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 3rd day of July A. D. 1964.

\_\_\_\_\_(SEAL) Leonard W. Ascher \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) Adeline H. Ascher \_\_\_\_\_(SEAL)  
John S. Ascher \_\_\_\_\_(SEAL) William W. Ascher \_\_\_\_\_(SEAL)  
Marguerite Ascher \_\_\_\_\_(SEAL) Marian F. Ascher \_\_\_\_\_(SEAL)

(over)

STATE OF ILLINOIS, }  
County of Stephenson, } ss.

I, Jean M. Neseemeier, a Notary Public, in and for said County and State,

DO HEREBY CERTIFY that William W. Ascher and Marian F. Ascher, his wife,  
and John S. Ascher and Marguerite Ascher, his wife,

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are \_\_\_\_\_ subscribed to the fore-  
going 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 3<sup>rd</sup> day of July A. D. 1964

Jean M. Neseemeier  
Notary Public

STATE OF California  
COUNTY OF El Dorado } ss.

I, Walter D. Summers, a Notary Public in and for said County and State,

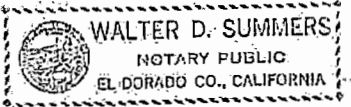
DO HEREBY CERTIFY that Leonard W. Ascher and Adeline H. Ascher, his wife,

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are \_\_\_\_\_ subscribed to the fore-  
going 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 9<sup>th</sup> day of July A. D. 1964.

My Commission Expires: Oct. 1, 1967

Walter D. Summers  
Walter D. Summers Notary Public.



RIDER.

For and in consideration of the dedication of the right-of-way hereto attached, the Township of Silver Creek, by its Supervisor and its Road Commissioner, hereby agree to replace the fences along the new West right-of-way line of Grantors' property. The fences to be replaced shall include the present right-of-way line fence and also replacement of the lane fence so that both fences shall be in substantially the same location, except they shall be placed to the West of their present location.

The new fences shall be 6" wire mesh, 47" high with a single strand of barbed wire on top and the posts shall be alternately wood and steel.

Dated this 13 day of July, A.D. 1964.

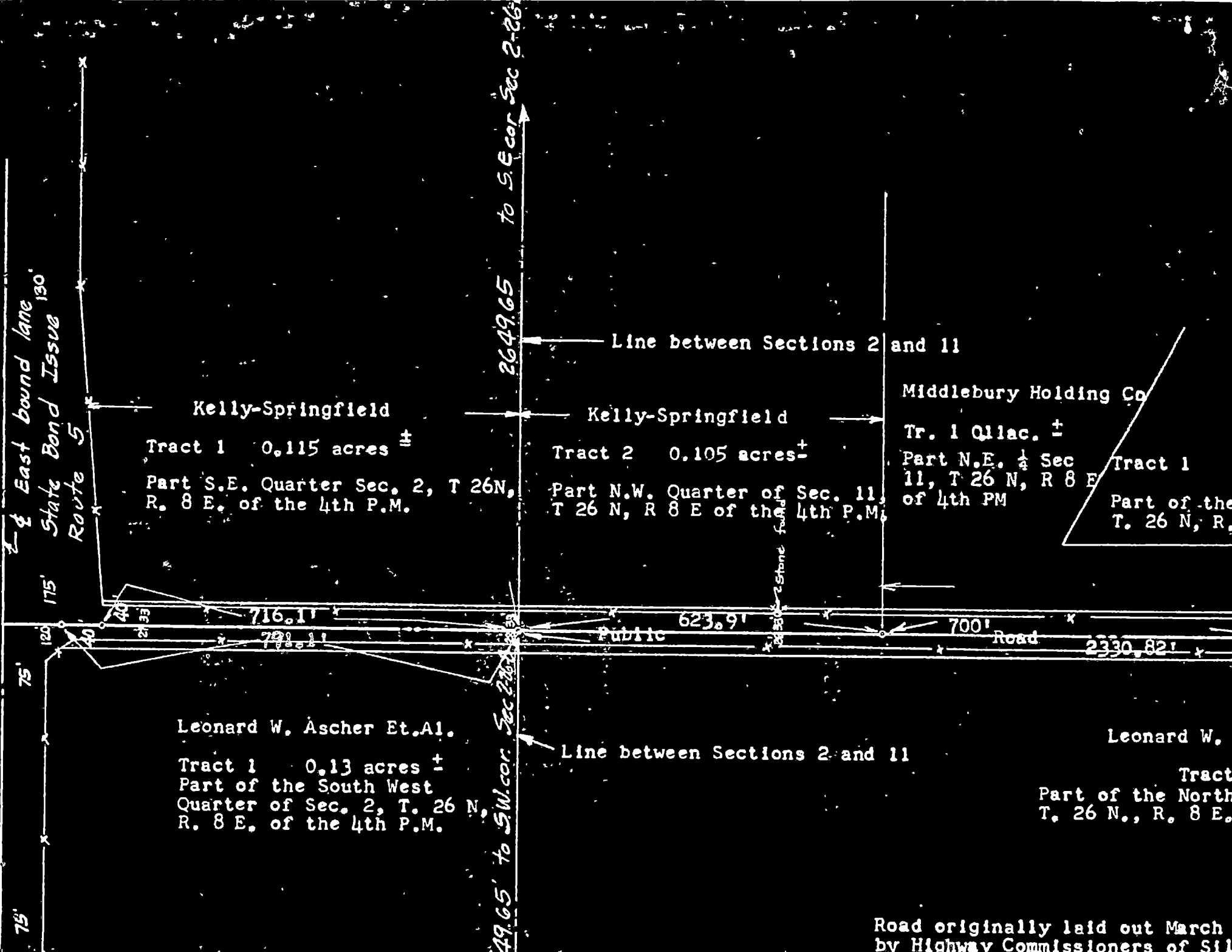
SILVER CREEK TOWNSHIP

By

Lowell Seaman  
Supervisor.

Cletus B. Gustetter  
Road Commissioner.





East bound lane 130  
State Bond Issue  
Route 5

2649.65 to S.E. cor. Sec 2-26

49.65 to S.W. cor. Sec 2-26

Kelly-Springfield

Tract 1 0.115 acres ±  
Part S.E. Quarter Sec. 2, T 26N,  
R. 8 E. of the 4th P.M.

Kelly-Springfield

Tract 2 0.105 acres ±  
Part N.W. Quarter of Sec. 11,  
T 26 N, R 8 E of the 4th P.M.

Middlebury Holding Co

Tr. 1 Q1lac. ±  
Part N.E. ¼ Sec 11, T 26 N, R 8 E  
of 4th PM  
Tract 1  
Part of the  
T. 26 N, R.

Public

Road

Leonard W. Ascher Et. Al.

Tract 1 0.13 acres ±  
Part of the South West  
Quarter of Sec. 2, T. 26 N,  
R. 8 E. of the 4th P.M.

Line between Sections 2 and 11

Leonard W.

Tract  
Part of the North  
T. 26 N., R. 8 E.

Road originally laid out March  
by Highway Commissioners of Sil

between Sections 2 and 11

ingfield

105 acres<sup>±</sup>

arter of Sec. 11,  
E of the 4th P.M.

Middlebury Holding Co

Tr. 1 0.16 ac. <sup>±</sup>

Part N.E.  $\frac{1}{4}$  Sec  
11, T 26 N, R 8 E  
of 4th PM

City of Freeport, Illinois

Tract 1 0.16 acres <sup>±</sup>

Part of the North East Quarter of Sec. 11,  
T. 26 N, R. 8 E. of the Fourth Principal Meridian.

23.9'

700'

Road

2330.82'

1006.92'

100

RAILROAD

ILLINOIS  
CENTRAL

n Sections 2 and 11

Leonard W. Ascher Et. Al.

Tract 2 0.37 acres <sup>±</sup>

Part of the North West Quarter of Sec. 11,  
T. 26 N., R. 8 E. of the Fourth Principal Meridian

Road originally laid out March 25, 1851  
by Highway Commissioners of Silver Creek  
Township with 4 rods of width, 2 rods  
each side of North & South half section line.

STATE OF ILLINOIS  
COUNTY OF STEPHENSON  
DEPARTMENT OF HIGHWAYS  
FREEPORT, ILLINOIS

Tract 3  
Leonard W. Ascher  
Et. Al.  
Silver Creek Twp.

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, That the Grantor Leonard W. Ascher, Et. Al.  
of the County of San Francisco and State of California

of the County of Stephenson and State of Illinois for and in consideration of the sum of (replacement of fences as per rider hereto attached) One & no hundredths Dollars (\$ 1.00) in hand paid by the County of Stephenson, acting by and through the County Board of Supervisors 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, including planting, beautification and maintenance rights, a tract of land situated in the County of Stephenson and State of Illinois, and described as follows:

All that part of the following described tract of land which does not coincide with the right of way of the present highway lying between the North West Quarter and the North East Quarter all in Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian:

The East 40 feet of the South 220 feet of the North West Quarter of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian.

State of Illinois }  
Stephenson County } ss. Document No. 84-6465

Filed and Recorded 12-13 1964 at 10:55 o'clock A. M.

in Book 7-2-64 Page 87 ROY C. LONG, Recorder

Theresa Brown Deputy

containing 0.035 acres more or less.

Said tract being also shown by the plat hereto attached and to be considered a part thereof.

It is further understood that no trees, within the said highway, are to be cut by any person without first obtaining permission from the highway official having charge of the said highway.

And the Grantor s further, as part of this dedication, agree \_\_\_\_\_ to move any and all fences, enclosures, buildings and other obstructions from the above described tract and to completely vacate the same, within 15 days after notice in writing from the County Superintendent of Highways or the Highway Commissioner of the County of Stephenson and State of Illinois, and the County of Stephenson or any County official having authority as to public highways, or its 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 15 days, may be removed by them or either of them and the expense thereof the said Grantor s agree \_\_\_\_\_ to pay upon demand.

IN WITNESS WHEREOF, The Grantor s have hereunto set their hand s and seals

this 9th day of October

A. D. 19 64

Leonard W. Ascher (SEAL) John S. Ascher (SEAL)  
Albina H. Ascher (SEAL) Marguerite Ascher (SEAL)  
\_\_\_\_ (SEAL) William W. Ascher (SEAL)  
\_\_\_\_ (SEAL) Harriet F. Ascher (SEAL)

STATE OF ILLINOIS, }  
County of Stephenson, } ss.

I, Jean M. Nesemeier, a Notary Public, in and for said County and State,

DO HEREBY CERTIFY that John S. Ascher and Marguerite Ascher, his wife, and  
William W. Ascher and Marian F. Ascher, his wife,

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are subscribed to the fore-  
going 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 31st day of August A. D. 1964.  
Jean M. Nesemeier  
Notary Public.



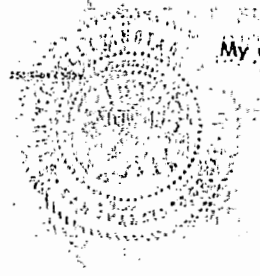
STATE OF California  
COUNTY OF San Francisco } ss.

I, JOHN H. COKELEY, a Notary Public in and for said County and State,

DO HEREBY CERTIFY that Leonard W. Ascher and Adeline H. Ascher, his wife,

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are subscribed to the fore-  
going 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 31st day of August A. D. 1964.  
John H. Cokley  
My commission expires Sept. 3, 1965.  
Notary Public.



NOTARY PUBLIC in and FOR THE CITY & COUNTY  
of SAN FRANCISCO STATE of CALIFORNIA

RIDER.

For and in consideration of the dedication of the right-of-way hereto attached, the Township of Silver Creek, by its Supervisor and its Road Commissioner, hereby agree to replace the fences along the new West right-of-way line of Grantors' property.

The new fences shall be 6" wire mesh, 47" high with a single strand of barbed wire on top and the posts shall be alternately wood and steel.

DATED this 9 day of October, A.D. 1964.

SILVER CREEK TOWNSHIP

BY Lowell Leming  
Supervisor.

Clinton B. Gustafson  
Road Commissioner.

90-8263  
P-219  
580-82

The Grantors, Leonard W. Ascher, William W. Ascher and  
John S. Ascher and Adeline Ascher, wife of Leonard W. Ascher, Marian Ascher, wife of  
William W. Ascher, and Marguerite Ascher, wife of John S. Ascher

of the City of Freeport, County of Stephenson and State of Illinois for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the "Grantee"), its successors and assigns, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, a perpetual right, easement, permission and authority to construct, erect, operate, use, maintain, relocate, renew and remove electrical transmission lines including steel towers with their foundations, pole structures, poles, wires, cables, conduits, anchors, man-holes, underground counterpoise and necessary fixtures and appurtenances attached thereto in, on, under, over, through, along and across the premises of the Grantor S, described as follows:

The East 65 feet of the South 445 feet (as measured perpendicular to the East line thereof) of that part of the East Half of the Southwest Quarter of Section 2, Township 26 North, Range 8 East of the Fourth Principal Meridian, lying South or Southerly of the Southerly line of the Public Highway, said Highway known as State Bond Issue No. 5 and United States Route No. 20.

ALSO

The East 65 feet (as measured perpendicular to the East line thereof) of the East Half of the Northwest Quarter of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian lying Northerly of the Northerly right of way line of the Illinois Central Gulf Railroad. All situated in Silver Creek Township, Stephenson County, Illinois

This instrument prepared by J. J. Reed, P. O. Box 767,

Chicago, Illinois, for the benefit of Commonwealth Edison Company

SEE REVERSE SIDE

THIS EASEMENT IS FOR OVERHANGS ONLY.

for the transmission of electric energy, such lines to form a part of an electrical transmission system extending from the lands owned by the Grantee and the station and other structures thereon in Stephenson County, Illinois, to other lands and structures located beyond the premises of the Grantor S, together with the right to cut, control, trim or illuminate, and at its option, remove from said premises or the premises of the Grantor S adjoining the same on either side, any trees, saplings, overhanging branches, shrubs, bushes or other obstacles or obstructions which may endanger the safety or interfere with the installation, use or enjoyment of any tower, pole structure, pole, wire, cable or facility constructed or to be constructed in, on, under, over, through, along and across said premises, and the right of ingress and egress to and over said above described premises and any of the adjoining lands of the Grantor S at any and all times, for such purposes, including patrolling the lines, repairing, removing, renewing or adding to the number of said above enumerated facilities, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Grantee will promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises and will pay Grantor S all damages done to crops or livestock on said premises, proximately caused by the construction, operation, maintenance or removal of said electrical transmission lines:

All claims for damages caused by the operation and maintenance of such lines shall be made at or mailed to the office of the Grantee, c/o Real Estate Department, 72 West Adams Street, Chicago, Illinois 60690, within thirty (30) days after such damages accrue.

The Grantor S expressly reserves the right to use the surface of said premises for agricultural or landscaping purposes in such manner as not to interfere with the construction, operation, maintenance, patrol and use by Grantee, its successors and assigns, of the electrical transmission lines, equipment and appurtenances thereon, or with other transmission line uses, and no building, structure or obstruction shall be placed or erected by the Grantor S on said premises.

This Grant contains all the terms and conditions of this easement, express or implied between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor S and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees.

WITNESS, Grantor S hand this 1st day of August, A.D. 1975

Adeline Ascher (SEAL) Leonard W. Ascher (SEAL)  
Marian Ascher (SEAL) William W. Ascher (SEAL)  
Marguerite Ascher (SEAL) John S. Ascher (SEAL)

The undersigned tenant and person in possession of the premises above described, in consideration of the sum of One Dollar (\$1.00) to in hand paid by Commonwealth Edison Company, does hereby consent and agree that said Commonwealth Edison Company, its successors and assigns, may construct, maintain, renew and operate electric transmission lines over and across said premises upon the terms and conditions as are stated and set forth in this instrument.

WITNESS my hand and seal this 20th day of August, A.D. 1975

WITNESS: Gerald L. Lamm (SEAL)  
WITNESS: William H. Baedscholde (SEAL)

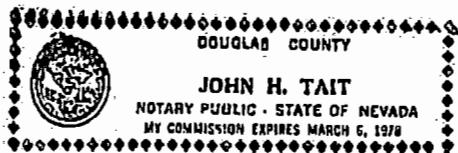
Bk. P-219 Pg. 582 -3-  
STATE OF NEVADA }  
County of Douglas } SS.

State of Illinois } ss. Document No. 90-8263  
Stephenson County }  
Filed and Recorded Sept. 3, 1975 at 12:05 o'clock P. M.  
in Book P-219 Page 580 DEAN W. ACHER, Notary Public

*Russella Knoll*  
Deputy.

I, John H. Tait, a Notary Public in  
and for said County and State, and residing in the County of Douglas,  
do hereby certify that Leonard W. Ascher and Adeline Ascher, 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 ac-  
knowledged that they signed, sealed and delivered said instrument as  
their free and voluntary act for the uses and purposes therein set  
forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 1 day of August, AD. 1975.



*John H. Tait*  
Notary Public.

My Commission Expires 3/6 1978.

Abstract

I, Jean M. Reussner, a Notary Public in and for said County and State, and residing in the County of Stephenson, do hereby certify that

~~Isaac M. Ascher~~, William W. Ascher and John S. Ascher, Marian Ascher and Marguerite Ascher, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 1st day of August A.D. 1925

Jean M. Reussner  
Notary Public

My Commission Expires April 26 1926



ALSO

That part of the North West 1/4 of Section 11, Township 26, Range 8, East of the 4th Principal Meridian bounded and described as follows:

Commencing at the point of intersection of the northerly Right-of-Way line of the Illinois Central Gulf Railway and the westerly line of said North West 1/4 of Section 11, said point being 1637.07 feet South of the North West corner of said North West 1/4, Section 11; thence South Easterly along said northerly railroad Right-of-Way line, a distance of 50.01 feet to the East line of Commonwealth Edison Company's existing easement as conveyed by Transmission Line Right-of-Way agreement from Mary and William B. Hunkemeier to the Illinois Northern Utilities Company dated February 4, 1931 for the point of beginning; thence North along the East line of said Commonwealth Edison Company's existing easement, a distance of 170.00 feet; thence South Easterly along a line, a distance of 404.93 feet to a point on said northerly railroad Right-of-Way line, which point is 325.00 feet South Easterly of the point of beginning; thence North Westerly along said northerly railroad Right-of-Way line, a distance of 325.00 feet to the point of beginning, in Stephenson County, Illinois

No. \_\_\_\_\_

Grant of Right of Way

TO

COMMONWEALTH EDISON COMPANY

STATE OF \_\_\_\_\_, County of \_\_\_\_\_, No. \_\_\_\_\_  
This instrument was filed for record in the Recorder's office of \_\_\_\_\_ County aforesaid, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ on page \_\_\_\_\_

Recorder.

COMMONWEALTH EDISON COMPANY  
REAL ESTATE DEPT.  
P. O. BOX 767  
CHICAGO, ILLINOIS 60614

J. J. R.  
Return to Abat Co.  
#75-118-214



Document No. 9822851 filed for Record in Recorder's Office of Stephenson County, Illinois, Bk P-324 pg 1544 9-9-91 at 2:15 o'clock P M.

*Janis Bauch*

Deputy Dean W. Amendt Recorder

MEMORANDUM OF OPTION AGREEMENT

DONALD K. BUSCH of 6 Corey Drive, South Barrington, Illinois ("Optionor") and THE POWER ALLIANCE CORPORATION of 9171 Towne Centre Drive, San Diego, California ("Optionee") hereby acknowledge the execution of an Option Agreement dated March 4, 1991, with respect to property located in the southeast 1/4 of the northwest 1/4 of Section 11, Township 26 North, Range 8 East of the 4th principal meridian, Stephenson County, Illinois, which Option Agreement grants to Optionee the option to purchase the parcel described in Exhibit A attached hereto and to acquire a perpetual easement for noise emission over the property described in Exhibit B attached hereto. Subject to the payment of the option fees provided in the Option Agreement, the option may be exercised by Optionee any time prior to December 1, 1991.

Dated April 10th, 1991.

THE POWER ALLIANCE CORPORATION

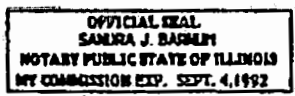
by *Jerry Blumens*  
(the EUP/CFO)

*Donald K. Busch*  
Donald K. Busch

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
                          ) : ss  
COUNTY OF Winnebago )

The foregoing instrument was acknowledged before me this 10th day of April, 1991, by Donald K. Busch.



*Samira J. Barnum*  
Notary Public

Prepared by:  
Attorney R. Jerome Pfister  
RENO, ZAHM, FOLGATE, LINDBERG & POWELL  
1415 East State Street, Suite 900  
Rockford, IL 61104  
(815) 987-4050

.Return to:  
Attorney R. Jerome Pfister  
Reno, Zahm, Folgate, Lindberg & Powell  
1415 E. State St., Ste. 900  
Rockford, IL 61104

EXHIBIT A

That part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 28 North, Range 8 East of the Fourth Principal Meridian, Stephenson County, Illinois. More particularly bound and described as follows;

Commencing at the center of said Section 11; thence South 89 Degrees 59 Minutes 30 Seconds West along the South line of the Northwest quarter of said section, 37.5 feet to the Westerly right of way of Springfield Road; thence North 01 Degree 01 Minute 00 Seconds West along said Westerly right of way, 326.24 feet to its intersection with Northerly right of way of the Illinois Central Gulf (I.C.G.) Railroad (formerly the Illinois Central Railroad and the Chicago, Madison and Northern Railroad), for the point of beginning of the parcel to be described; thence continuing North 01 Degree 01 Minute 00 Seconds West along said Westerly right of way, 888.45 feet; thence due West 974.29 feet; thence South 01 Degree 10 Minutes 35 Seconds East 346.00 feet; thence due West, 102.99 feet; thence North 75 Degrees 21 Minutes 51 Seconds West, 34.95 feet; thence South 00 Degrees 59 Minutes 30 Seconds East, 260.00 feet to the Northerly right of way of said I.C.G. Railroad; thence South 75 Degrees 21 Minutes 51 Seconds East along said Northerly right of way, 1152.66 feet to the point of beginning.

NOTE: for the purpose of this description, the North line of the Northwest quarter of said Section 11 is assumed to be due East and West.

EXHIBIT B

That part of the Southeast Quarter of the Northwest Quarter of Section 11, Township 28 North, Range 8 East of the Fourth Principal Meridian, Stephenson County, Illinois. More particularly bound and described as follows:

Commencing at the center of Section 11; thence South 89 Degrees 59 Minutes 30 Seconds West along the South line of the Northwest Quarter of said section, 37.50 feet to the Westerly right of way of Springfield Road for the point of beginning of the tract to be described; thence continuing South 89 Degrees 59 Minutes 30 Seconds West along said South line of the Northwest Quarter, 1110.30 feet; thence North 00 Degrees 59 Minutes 30 Seconds West, 451.57 feet to the Southerly right of way of the Illinois Central Gulf (I.C.G.) Railroad (formerly the Illinois Central Railroad and the Chicago, Madison and Northern Railroad), thence South 75 degrees 21 Minutes 51 Seconds East along said Southerly right of Way, 799.83 feet; thence North 14 Degrees 38 Minutes 09 Seconds East, continuing along said Southerly right of way, 60.00 feet; thence South 75 Degrees 21 Minutes 51 Seconds East, continuing along said Southerly right of way, 336.05 feet to the aforementioned Westerly right of way of Springfield Road; thence South 01 Degrees 01 Minutes 00 Seconds East, along said Westerly right of way 222.39 feet to the point of beginning.

NOTE: for the purpose of this description, the North line of the Northwest Quarter of said Section 11 is assumed to be due East and West.

STATE OF ILLINOIS )  
 )  
COUNTY OF STEPHENSON ) SS.

Filed for record 10-5-88 at 1:10 o'clock P .m.

and recorded as Document No. 98-3425 P-302 Pg. 2007-2010

Dean W. Amendt Recorder  
By: *Sydney Williams* Deputy

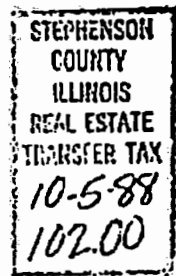
**CORPORATION SPECIAL WARRANTY DEED**

THIS INDENTURE made this 16th day of September, 1988, between THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation authorized to do business in Illinois, Grantor, or party of the first part, which maintains an office at 2250 Lakeside Boulevard, Suite 500, Richardson, Texas 75081, and Donald K. Busch, whose address is P.O. Box 477, Barrington, Illinois 60010, Grantee, or party of the second part.

WITNESSETH that the said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by party of the second part, the receipt whereof is hereby acknowledged and pursuant to the authority of the board of directors of said corporation, by these presents does remise, release, alien, and convey unto the Grantee and to his heirs and assigns forever all of the following described land, situated in the County of Stephenson and the State of Illinois, known and described as follows: (see legal description attached).

Subject to Real Estate Taxes for 1988 and subsequent years, covenants, agreements, conditions, restrictions, reservations, and easements, and all rights of way of record, all applicable zoning, use and environmental restrictions, and all ditches, laterals, and drainage tile lines and all tenants in possession.

Grantor reserves and excepts from this conveyance fifty per cent (50%) of all mineral rights now owned by Grantor which shall include, but is not limited to, one half (1/2) of the oil, gas, associated hydrocarbons, coal, lignite, sulphur, phosphate, lead, zinc, copper, iron ore, and other metallic ores, sodium, salt, uranium, thorium, molybdenum, vanadium, geothermal energy, titanium and other fissionable materials, gold, silver (and other



precious metals), bauxite, limestone and other stones, gypsum and other minerals (excluding sand, gravel and clay) now owned by Grantor in, on or under the Premises, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purpose of exploring drilling, mining (including, to the extent reasonable in the circumstances, open pit and strip mining), developing, producing, storing, removing, treating and transporting said mineral whether solid, liquid or gaseous (or a mixture), whether valuable or not and whether or not known to exist under said Premises.

Notwithstanding the foregoing, it is recognized that no owner of any of the minerals herein above reserved by grantor (or any interest therein) shall exercise, or take any action in connection with the exercise of, any rights of ingress or egress and use of the surface of the Real Property (including, without limitation, the rights herein above expressly reserved) without first obtaining, the written approval of the surface owner, which approval will not be unreasonably withheld. It is further recognized that the surface owner shall give its approval as aforesaid, provided that the surface owner shall have received reasonable assurances, covenants and indemnities from the mineral owners with respect to reimbursement and compensation for damage or loss of value to the surface of the Real Property and any timber, crops, fences, roads, water wells and other improvements thereon.

The said party of the first part, for itself, its heirs, and assigns does covenant, promise, and agree to and with the said party of the second part and its heirs and assigns, that it has not done or suffered to be done anything whereby the said premises hereby granted are or may be in any manner encumbered or charged except as herein recited; and that the said premises against all persons lawfully claiming or to claim the same by, through, or under it, it will warrant and forever defend.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and has caused its name to be signed to the presents by its <sup>Regional</sup> Vice President and attested by its Assistant Secretary all on the date first above written.

THE TRAVELERS INSURANCE COMPANY, a Connecticut Corporation authorized to transact business in Illinois

By: David C. Graves  
Its Regional Vice President  
David C. Graves

ATTEST

V. Blaine Lenz  
Assistant Secretary

V. Blaine Lenz

-2-

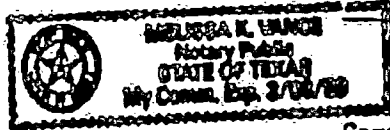
THIS INSTRUMENT WAS PREPARED BY  
PHILIP E. KOENIG, ATTORNEY  
1705 - 2nd AVENUE  
ROCK ISLAND, ILL 61201

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

ss.

I, Melissa K Vance, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David C. Grves personally known to me to be the Regional Vice President of the corporation, and V. Blaine Lenz, personally known to me to be the Assistant Secretary of said corporation, and 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 severally acknowledged that as such Regional Vice President and Assistant Secretary they signed and delivered the said instrument as Regional Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21<sup>st</sup> day of September, 19 88.



Melissa K. Vance  
Notary Public

Commission expires \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

The East Half of the North West Quarter of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian;  
The South West Quarter of the North West Quarter of said Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian; EXCEPT from both of the above described tracts the right-of-way of the Illinois Central Gulf Railroad (formerly the Illinois Central Railroad and the Chicago, Madison and Northern Railroad);  
All that part of the East Half of the South West Quarter of Section 2, Township 26 North, Range 8 East of the Fourth Principal Meridian, lying South or Southerly of the Southerly line of the Public Highway, said Highway known as State Bond Issue Route No. 5 and United States Route No. 20; EXCEPT from all of the above described tracts that part thereof taken for Public Road purposes; Situated in Silver Creek Township, Stephenson County, Illinois.





06/17/92

9837135

By: James H. Hutchison  
Title: for Seller

**QUIT CLAIM DEED**

RE# 11611

\*\*Transfers Mineral Interest Only\*\*

PC# 2487

THIS DEED, made this 17th day of June, 1992, between THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, of the party first part, and THE PROSPECT COMPANY, a Delaware corporation, whose legal address is One Tower Square, Hartford, Connecticut 06183, of the party second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00), to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM, unto the said party of the second part, its successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has or hereafter acquires in and to the following:

There is hereby conveyed by party of the first part One Hundred Percent (100%) of the minerals, such minerals to include but not be limited to oil, gas, casinghead gas, associated hydrocarbons, coal, lignite, sulphur, phosphate, lead, zinc, copper, iron ore, and other metallic ores, sodium, salt, uranium, thorium, molybdenum, vanadium, geothermal energy, titanium and other fissionable materials, gold, silver (and other precious metals), bauxite, limestone and other stones, gypsum and other minerals (sand, gravel and clay being the only exceptions) now owned or hereafter acquired by party of the first part in, on or under the real property, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purpose of exploring, drilling, mining (including, to the extent reasonable in the circumstances, open pit and strip mining), developing, producing, storing, removing, treating and transporting said materials.

The foregoing conveyance covers all minerals now owned or hereafter acquired by party of the first part (sand, clay or gravel being the only exceptions), whether solid, liquid or gaseous (or a mixture), whether or not related to those specifically enumerated above, whether valuable or not and whether known or unknown to exist at the present time in, on or under the real property situated in the County of Stephenson, State of Illinois, being 136.39 acres, more or less, and more particularly described on Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title and interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only property use, benefit and behalf of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

THE TRAVELERS INSURANCE COMPANY

Penny D. Dean  
(Witness) Penny D. Dean

Robert F. Pennelly  
By: ROBERTA F. PENNELLY  
Title: ASSISTANT DIRECTOR

Patricia Mae Kierys  
(Witness) Patricia Mae Kierys

ATTEST:  
Lyne M. [Signature]  
By: [Signature]  
Its Assistant Secretary

RECORD & RETURN TO:  
THE PROSPECT COMPANY  
P. O. BOX 1100  
EDMOND OK 73083-1100



EXHIBIT "A"

PC# 2487  
RE# 11611

The East Half of the North West Quarter of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian;

The South West Quarter of the North West Quarter of said Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian; EXCEPT from both of the above described tract the right-of-way of the Illinois Central Gulf Railroad (formerly the Illinois Central Railroad and the Chicago, Madison and Northern Railroad);

All that part of the East Half of the South West Quarter of Section 2, Township 26 North, Range 8 East of the Fourth Principal Meridian, lying South or Southerly of the Southerly line of the Public Highway, said Highway known as State Bond Issue Route No. 5 and United States Route No. 20; EXCEPT from all of the above described tracts that part thereof taken for Public Road purposes; Situated in Silver Creek Township, Stephenson County, Illinois.

STEPHENSON COUNTY, ILL.

STEPHENSON COUNTY) SS  
STATE OF ILLINOIS) SS  
Filed for record on

MAY 12 1993

at 10:50 A.M. Recorded as  
File Number 93-03-0016  
D. [Signature] Recorder [Signature]

THE FROST COMPANY  
P. O. BOX 1100  
EDMOND OK 73083-1100

PROPERTY OF STEPHENSON COUNTY

STATE OF ILLINOIS

COUNTY OF Stephenson

DOC NUMBER 201400128200

Filed for record

2/25/2014 13:46:27

Doc. Type: NOTC

Book Page 1

Fee Paid \$50.00

Vici Otte

County Clerk and Recorder

State Imposed RHPF surcharge \$9.00

This instrument prepared by and after Recording, return by mail to, Notices or Statements to: THE PROSPECT COMPANY P.O. Box 1100, Edmond, OK 73083-1100 (405) 348-5486

NOTICE OF CLAIM of MINERAL INTEREST

PC# 2487

The Prospect Company, whose address is: P.O. Box 1100, Edmond, Oklahoma 73083-1100, hereby claims that it is the record title owner of an undivided mineral interest in the following described lands situated in Stephenson County, State of Illinois, to-wit:

See Exhibit "A" attached hereto and made a part hereof

The mineral and or royalty interest was acquired in Quit Claim Deed dated June 17, 1992, between The Travelers Insurance Company, party of the first part, and The Prospect Company, a Delaware Corporation, party of the second part, and recorded on March 12, 1993, Document 9837135, File No 93-03-0014,0015,0016, in the public land records of Stephenson County, Illinois.

BY THIS DOCUMENT, THE PROSPECT COMPANY GIVES NOTICE OF CLAIM TO THE STATED MINERAL INTEREST AND DOES NOT INTEND TO ABANDON SAME.

IN WITNESS WHEREOF, this Notice is executed this 7th day of February, 2014.

ATTEST:

THE PROSPECT COMPANY

[Signature of Barry L. Bogseth]

By: Barry L. Bogseth

[Signature of S. Peter Headley]

By: S. Peter Headley, Vice President

STATE OF KANSAS ) ) SS: COUNTY OF JOHNSON )

The foregoing instrument was acknowledged before me this 10th day of February, 2014, by S. Peter Headley, as Vice-President of The Prospect Company, a Delaware Corporation, on behalf of the corporation.

[Signature of Regina C. Jacobs] Notary Public

My commission expires: 11/4/17

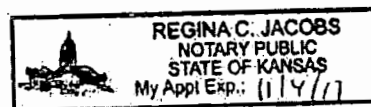


EXHIBIT "A"

PC# 2487  
RE# 11611

The East Half of the North West Quarter of Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian;

The South West Quarter of the North West Quarter of said Section 11, Township 26 North, Range 8 East of the Fourth Principal Meridian; EXCEPT from both of the above described tract the right-of-way of the Illinois Central Gulf Railroad (formerly the Illinois Central Railroad and the Chicago, Madison and Northern Railroad);

All that part of the East Half of the South West Quarter of Section 2, Township 26 North, Range 8 East of the Fourth Principal Meridian, lying South or Southerly of the Southerly line of the Public Highway, said Highway known as State Bond Issue Route No. 5 and United States Route No. 20; EXCEPT from all of the above described tracts that part thereof taken for Public Road purposes; Situated in Silver Creek Township, Stephenson County, Illinois