



File Number: A211099

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Commonwealth Land Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Community Title & Escrow, Ltd.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [Handwritten signature: Melinda Kimler]

By: [Handwritten signature]

ATTEST

President

[Handwritten signature]

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Issuing Agent: Community Title & Escrow, Ltd., authorized Agent of: Commonwealth Land Title Insurance Company

Issuing Office: 2600-D State Street, Alton, IL 62002

ALTA® Universal ID: 0004715

Loan ID Number:

Issuing Office File Number: A211099

Revision Number: Rev 3 10-19-21

Closer: Michelle Blom

Phone: 618-433-5010

Email: mblom@communitytitle.net

Examiner: Mindy Kimler

Phone: 618-433-5854

Email: mkimler@communitytitle.net

**If applicable to this transaction, your Wiring Instructions are available at this link: [Wire Instructions](#)**

Any wiring instructions contained herein are for the use of the Lender only and are not valid unless verified by phone with your closer. Wiring Instructions for all other parties must be obtained per instructions obtained by phone from your closer.

## SCHEDULE A

1. Commitment Date: [October 14, 2021, 8:00 am](#)

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Insured:

[Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A](#)

Proposed Policy Amount:

(b) 2006 ALTA Loan Policy

Proposed Insured:

[Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above](#)

Proposed Policy Amount:

3. The estate or interest in the Land described or referred to in this Commitment is [Fee Simple](#).

4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
[New River Royalty LLC, a Delaware limited liability company](#)

5. The Land is described as follows: [See Attached Exhibit A](#)



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## Exhibit A

### Tract 1:

Part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Nineteen (19) **LESS and EXCEPT** part of the Southeast Quarter of the Northeast Quarter of Section 19 in Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois being more particularly described as follows:

Commencing at the Northwest corner of the said Southeast Quarter of the Northeast Quarter of Section 19; thence on the West line of the said Quarter-Quarter section, South 1 degree, 29 minutes 32 seconds East, 564.20 feet to the Northeasterly right of way line of Illinois Route 185; thence on the said Northeasterly right of way line, 236.34 feet along an arc to the left having a radius of 24874.83 feet, the chord of which is South 58 degrees 59 minutes 03 seconds East, 236.34 feet to the point of beginning.

From the said point of beginning; thence North 30 degrees 27 minutes 13 seconds East 45.41 feet; thence North 0 degrees 00 minutes 00 seconds East, 136.41 feet; thence North 90 degrees 00 minutes 00 seconds East, 120.21 feet; thence South 0 degrees 00 minutes 00 seconds East, 81.17 feet; thence South 59 degrees 47 minutes 12 seconds East, 67.29 feet; thence North 0 degrees 00 minutes 00 seconds East, 91.48 feet; thence North 90 degrees 00 minutes 00 seconds East 76.18 feet; thence South 59 degree 47 minutes 12 seconds East, 418.44 feet; thence South 37 degrees 13 minutes 32 seconds West, 102.43 feet; thence South 50 degrees 27 minutes 38 seconds West 79.13 feet; thence North 59 degrees 47 minutes 12 seconds West, 364.28 feet; thence North 0 degrees 00 minutes 00 seconds East, 28.36 feet; thence North 59 degrees 47 minutes 12 seconds West 66.35 feet; thence North 90 degrees 00 minutes 00 seconds West 62.83 feet; thence South 30 degrees 27 minutes 13 seconds West 73.28 feet; thence South 10 degrees 20 minutes 29 seconds West 16.11 feet to the Northeasterly right of way line of Illinois Route 185; thence on the said Northeasterly right of way line 47.89 feet along an arc to the right, having a radius of 24874.83 feet, the chord of which is North 59 degrees 18 minutes 41 seconds West 47.89 feet to the point of beginning.

PPN: 17-19-200-011

IDENT: 201500000645

### Tract 2:

Part of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois,

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### **Exhibit A**

described as follows: Beginning at the Northwest corner of the said East Half (E ½) of the Southeast Quarter (SE ¼; of Section Nineteen (19); thence on the North line of the said Southeast Quarter (SE¼), North 88° 59' 04" East, 300.00 feet to the Northwest corner of a tract of land previously conveyed to Brian D. Redman and Amy Redman by deed. recorded in Record Book 509, Page 262 in the Montgomery County Recorder's Office; thence on the Westerly line of the said tract of land, South 1° 19' 49" East, 230.00 feet to the Southwest corner thereof; thence South 88° 59' 04" West, 300 feet to the West line of the said East Half (E ½) of the Southeast Quarter (SE ¼) of Section Nineteen (19); thence on the said West line, North 1° 19' 49" West, 230.00 feet to the point of beginning.

### **ALSO**

A non-exclusive easement for ingress and egress, overhead and underground utilities and telecommunications for the benefit of the above described 1.584 acre tract and for the benefit of the original tract per Record Book 509, page 262 is more particularly described as follows:

Commencing at the Northwest corner of the said East Half (E ½) of the Southeast Quarter (SE ¼) of Section Nineteen (19); thence on the North line of the said Southeast Quarter (SE¼), North 88° 59' 04" East, 460.00 feet to the Northeast corner of a tract of land previously conveyed to Brian D. Redman and Amy Redman by deed recorded in Record Book 509, page 262 in the Montgomery County Recorder's Office, said point of being the point of beginning.

From the said point of beginning; thence continuing on the North line of the said Southeast Quarter (SE ¼), North 88° 59' 04" East, 605.47 feet to the Southwesterly right of way line of Illinois Route 185; thence on the said Southwesterly right of way line, South 58° 34' 32" East, 37.28 feet; thence South 88° 59' 04" West, 636.82 feet to the Easterly line of the said Redman tract as recorded in Record Book 509, page 262; thence on the said Easterly tract line, North 1° 19' 49" West, 20.00 feet to the point of beginning.

### Tract 3:

Part of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning 460 feet East of the Northwest corner of the above described tract, running thence South 230 feet, more or less; running thence West 160 feet, more or less; running thence North 230 feet, more or less; running thence East along the quarter section line 160 feet, more or less, to the place of beginning, together with all rights to use the existing roadway to State Route 185 as a way of ingress and egress from said tract, situated in Montgomery County, Illinois.

PPN: 17-19-400-006

IDENT: 201000059729

**Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.**



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**Exhibit A**

PPN: 17-19-200-011(part of) and 17-19-400-006 (both parcels make up Tract 5)



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## SCHEDULE B-I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company must be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements may become necessary.
6. 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.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
10. 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.
11. Warranty Deed executed by **New River Royalty, LLC** to Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A, must be made a matter of public record.
12. The Company should be furnished, from the Seller, the following:

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## SCHEDULE B-I Requirements

- (a) A copy of the Articles of Organization of the **New River Royalty, LLC**, as amended.
- (b) A copy of the Operating Agreement for the **New River Royalty, LLC**, as amended, showing whether the manager(s) or members are authorized to act on behalf of the LLC and how many signators are required to approve the transaction.
- (c) A current Certificate of Good Standing of **New River Royalty, LLC** from the Secretary of State of Illinois, and in the event the state of the formation of the LLC is not Illinois, in addition, a current Certificate of Good Standing from the proper governmental authority of the state in which the entity was created.

13. Mortgage executed by Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A to Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above in the amount of \$10,000.00, must be made a matter of Public Record.
14. At the time of this commitment, the final loan amount was not available to the Company. Therefore, said requested loan policy will only be issued for the contractual face amount as listed in Schedule A of this commitment. If a differing loan amount should be requested from the Lender, the Company shall make this commitment subject to further exceptions and charges as deemed necessary by the Company, if any, to accommodate additional liability on the policy as requested by the Lender.

NOTE: Any revisions to said contractual face amount as listed in Schedule A shall be submitted in writing to the Company.

15. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
16. This commitment is subject to an update if the effective date as listed on Schedule A is older than 30 days. Please contact Community Title and Escrow to request and update to this commitment.
17. Any installment of real estate taxes that are due and payable must be paid.
18. Furnish this company with a Broker's Lien Affidavit all seller(s), purchaser(s), borrower(s), lessee(s), and any other parties holding an interest in the land establishing:
  - (i) the identity of any broker(s), known to have an agreement with the affiant, or any party claiming by, through or under said affiant, relative to any interest in the land, and
  - (ii) the amount of compensation due or to become due such broker(s), or
  - (iii) certifying that there are no broker(s) with any lien, or right to a lien, under any existing agreement with a broker.
19. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Community Title & Escrow, Ltd., we require all monies due from the purchase or the loan to be in the form of a wire transfer.



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## **SCHEDULE B-I Requirements**

We are required by law not to disburse funds until such "Good Funds" have been deposited, finally settled and credited to our escrow account. Wire transfers qualify as "Good Funds" immediately upon receipt.





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## **SCHEDULE B- 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. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. 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.
7. Real Estate Taxes for the year 2020, 2021 and subsequent years; which are a lien but not yet due nor payable. Real Estate Taxes for the year 2020 show as paid in full in the amount of \$170.10.

NOTE: Parcel Identification Numbers are for informational purposes only.

### **17-19-400-006 and 17-19-200-011 Exceptions**

8. Terms, powers, and provisions of a Second Amended and Restated Mitigation Agreement dated August 21, 2018 and recorded August 31, 2018 as Document No. 201800002829. (For further particulars, see record)

### **17-19-400-006 Exceptions**

9. Certified Land Register recorded February 11, 2009 in Book 1302 at Page 93 as Document No. 200900050057. (For further particulars see record)
10. Dedication of Right of Way for Public Road Purposes to State of Illinois Department of Public Works and Buildings dated July 30, 1940, filed October 3, 1940 in Deed Record 175, Page 89 as Doc. No. 80434.
11. Easement granted to Illinois Power Company by instrument dated January 3, 1966, filed February 14, 1966 in Misc. Record 89, Page 197 as Doc. No. 210916.
12. Right of ingress and egress over an existing roadway as shown in a Warranty Deed dated January 10, 1969, filed January to, 1969 in Deed Record 267, Page 31 as Doc. No. 221334.

**SCHEDULE B- II**  
**Exceptions**

13. Right of Way easement granted to The City of Coffeen by instrument dated May 5, 1983, filed October 24, 1983 in Misc. Record 144; Page 280 as Doc. No. 284241.
14. Rights of the adjoining owner or owners to the concurrent use of the easement described at Schedule A herein.
15. Terms, provisions and conditions as set forth in the instrument creating the easement described at Schedule A herein.

**17-19-200-011 Exceptions**

16. Terms, powers, and provisions of Special Warranty Deed recorded August 30, 2010 as Document No. 201000059727. (For further particulars, see record)
17. Certified Land Register recorded October 11, 2008 in Book 1302 at Page 89 as Document No. 200900050056. (Section 19) (For further particulars see record)
18. NOTE: Ordinance No. 1573 recorded November 20, 2012 at Book 1523 at Page 212 as Document No. 201200004720. (For further particulars see record)
19. Oil and Gas Lease by and between Maggie Isaacs, a widow and Magnolia Petroleum Company, dated October 24, 1955 recorded November 25, 1955 in Misc. Record 65 Page 325 as Document No. 6991. (Section 19)
20. Dedication of Right of Way for Public Road Purposes to the People of the State of Illinois by instrument dated July 29, 1940, filed October 3, 1940 in Deed Record 175, Page 97 as Doc. No. 80442. (Section 19) (For further particulars see record)
21. Easement granted to Illinois Power Company by instrument dated November 3, 1960, filed November 30, 1960 in Misc. Record 75, Page 462 as Doc; No. 188111. (Section 19) (For further particulars see record)
22. Easement granted to Illinois Power Company by instrument dated December 21, 1965, filed February 14, 1966 in Misc. Record 89, Page 195 as Doc. No. 210915. (Section 19) (For further particulars see record)
23. Right of Way Easement granted to the City of Coffeen by instrument dated April 6, 1983, filed October 24, 1983 in Misc. Record 144, Page 279 as Doc, No. 284240. (Section 19) (For further particulars see record)
24. Subject to any Right of Way, Dedication or Easement for Illinois Route 185, if any

**All Tracts:**

25. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
26. Utility and/or drainage easements, if any.
27. Easement for public and quasi-public utilities, if any.
28. Special Assessments dues which are not shown as existing liens by the public records.

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## SCHEDULE B- II Exceptions

29. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.
30. Any and all easements, restrictions, outstanding oil, gas and mineral rights, and rights to aboriginal antiquities of record, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin.
31. All rights and easements in favor of the holder of any interest in the mineral estate or any party claiming by, through, or under said holder.
32. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises taken, used, or dedicated for roads or highways.
33. Rights of tenants in possession under unrecorded leases, if any.
34. The acreage stated in the subject legal description is for descriptive purposes only. Nothing in this commitment or Policy, when issued, should be construed as insuring against loss or damage due to the inaccuracy of the acreage or any discrepancy in the quantity of Land so described.
35. We have made a search of the public records under the proposed buyer as \_\_\_\_\_. We reserve the right to amend this commitment after making a further search in the event of additional buyers and/or substitution of buyers.

Vesting Deed: [deeds](#)

Schedule B II Exception Docs: [Exception documents](#)

Tax Info: [Property Tax](#)

The Company has delivered this Commitment and/or Policy to the proposed insured and/or insured by electronic means. All signatures contained herein are to be effective under the provisions of Section 5-110 of the Illinois Electronic Commerce Security Act (5 ILCS 175/5-110).

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**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

**4. COMPANY'S RIGHT TO AMEND**

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

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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**COMMITMENT CONDITIONS**

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing .
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



In some or all instances the legal descriptions set forth on Exhibit A have been shortened. The intent of this Special Warranty Deed is for Grantor to transfer and convey to Grantee all right, title and interest of Grantor in and to all the surface described in the various deeds or other documents set forth and listed on Exhibit A.

Grantor, for itself and its successors, assigns, lessees, and contractors, **excepts** and **reserves** all rights and privileges to enter upon and use the surface of the Property in connection with mining, removing, developing, producing, and marketing all the minerals of every kind and character lying in, on or under the Property or otherwise pertaining to it, including without limitation all the coal, oil, gas, methane, casing head gas, hydrocarbons, coal seam gas, petrochemicals, rocks, minerals substances, non-mineral substances and any other substance(s) now known or hereafter discovered ("Minerals") together with all mining, removal, development, production and marketing rights and privileges associated or connected with the Minerals including the exclusive right and privilege of prospecting, core drilling and/or exploring for and mining and removing by any legally permissible mining method, including without limitation longwall mining and any other full extraction method now used or becoming available in the future, except strip and open pit methods, all of which may be exercised without liability to Grantee and/or Grantee's heirs, successors and assigns, and which such rights and privileges include without limitation the following: (i) the right to mine and remove all or any part of the Minerals or strata without leaving lateral or subjacent support for the surface or any overlying strata on, in or under the Property or any adjoining property and thereby causing subsidence and without being liable for any injury or damage to the owner of the superincumbent soil and to said soil or anything therein or thereon from any and all causes whatsoever or for surface subsidence caused by mining out or removing the Minerals or from not leaving pillars or artificial supports under the Property; (ii) the right to exercise all of the foregoing rights without liability for any damage or injury to the surface, any other minerals or strata, or any waters, streams, facilities, improvements or anything else thereon or therein or that may be placed thereon or therein in the future; (iii) the right to use any strata, openings, passageways, voids and spaces created by the mining and/or removal of the Minerals or existing prior to such mining and removal for transporting or storing people, Minerals, materials, and equipment and Minerals and materials mined and/or removed from other lands and for any other purpose whatsoever including without limitation the disposal of slurry, coal combustion materials, and any other substance or material which lawfully may be placed in any underground void; (iv) the right to use any and all voids, geologic formations, coal or other Mineral seams or strata for all lawful purposes including without limitation carbon dioxide sequestration; (v) the right of ingress and egress and regress at all times for the purpose of conducting subsidence mitigation and restoration work and for reconstruction of drainage patterns which may be necessary to correct any material damage resulting from subsidence to the Property and nearby or adjacent lands and for the purpose of engineering, reclaiming, surveying, inspecting, drilling, exploring, and performing such other operation or activity as may be required by law or regulation (either now existing or hereafter imposed); (vi) all mining, removal, development, production and transportation rights, easements, privileges, and options appurtenant to the title of the Minerals and owned by Grantor, whether express or implied, as the same may apply to the mineral estate and the overlying surface and strata; and (vii) the right to vent, flare, collect, harvest, develop, produce, remove and market methane, gob gas, coal seam gas and/or horizontal borehole gas.

All covenants, rights and privileges reserved unto Grantor herein shall run with the land.

**Subject** to all easements, conditions and restrictions, whether of record or visible upon inspection, and all leases of record.

This Special Warranty Deed is made with the special covenant of after-acquired title as to the Property herein conveyed to the extent of the purported paper title within Grantor's chain of title.

This transaction and the conveyance herein are exempt from the transfer tax under **35 ILCS 200/31-45 paragraph (e)** since this is a deed where the actual consideration is less than one hundred dollars (\$100.00).

*[Signature and Notary Acknowledgment are on following page.]*

PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER



Dated this 12<sup>th</sup> day of August, 2010.

Grantor: Colt LLC

By: Donald R. Hollomys

Its: Authorized Person

STATE OF West Virginia )  
 ) SS.  
COUNTY OF KANAWHA )

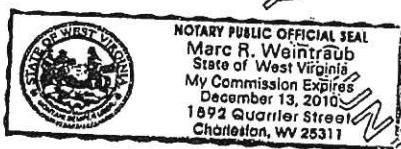
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that DONALD R. HOLLOMYS, personally known to me to be the Authorized Person of Colt LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as the Authorized Person of said limited liability company, pursuant to authority given, as his free and voluntary act and as the free and voluntary act and deed of said company, 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 12<sup>th</sup> day of August, 2010.

Marc R. Weintraub  
Notary Public

My Commission Expires: 12.13.2010

Send Tax Statement to:  
New River Royalty, LLC  
208 Public Square, 4<sup>th</sup> Floor  
Benton, Illinois 62812



Prepared by:  
Elizabeth Dow, Esq.  
Bailey & Glasser, LLP  
1003 Western Avenue  
Joliet, Illinois 60435

DUPLICATION PROHIBITED  
COUNTY, IL RECORDER

Document	Parcel No	Description	Sec.	Twp.	Ring	Acres	Address			
<b>Section 8 Township 8 North Range 3 West Montgomery County Illinois</b>										
Trustee's Deed	Bk1241P412	04-000-704-00	17-08-200-003			8	8	78.00	Fillmore Tr. & Schoolhouse Rd. Hillsboro IL 62049	
<b>Section 9 Township 8 North Range 3 West Montgomery County Illinois</b>										
Trustee's Deed	Bk1241P412	04-000-720-00	17-09-100-001			9	8	3	160.00	14001 Fillmore Tr. Hillsboro, IL 62049
<b>Section 10 Township 8 North Range 3 West Montgomery County Illinois</b>										
Trustee's Deed	Bk1241P412	17-10-100-003				10	8	3	75.00	Fillmore Tr. Hillsboro IL 62049
Warranty Deed	Bk1378P109	04-000-731-00	17-10-400-003			10	8	3	5.00	5218 Fillmore Tr. Hillsboro, IL 62049
<b>Section 11 Township 8 North Range 3 West Montgomery County Illinois</b>										
Warranty Deed	Bk1275P382	04-000-735-00	17-11-300-001			11	8	3	1.40	10120 Coffeen Rd. Hillsboro IL 62049
<b>Section 15 Township 8 North Range 3 West Montgomery County Illinois</b>										
Warranty Deed	Bk1312P179	17-15-300-007				15	8	3	12.40	E 15th Ave Hillboro, Illinois 62049
Trustee's Deed	Bk1354P342	17-15-400-008				15	8	3	124.52	N 9th Ave Hillsboro, Illinois 62049
<b>Section 16 Township 8 North Range 3 West Montgomery County Illinois</b>										
Trustee's Deed	Bk1354P342	17-16-300-001				16	8	3	160.00	N 9th Ave Hillsboro, Illinois 62049
Warranty Deed	Bk1358P173	Bk1358P177	17-16-400-004			16	8	3	20.00	E 15th Ave Hillboro, Illinois 62049
<b>Section 19 Township 8 North Range 3 West Montgomery County Illinois</b>										
Warranty Deed	Bk1231P635	17-19-400-006				19	8	3	2.58	12418 IL Rt. 185 Hillsboro IL 62049
Trustee's Deed	Bk1341P272	17-19-300-006				19	8	3	75.30	IL Rte 185 Hillsboro IL 62049
<b>Section 20 Township 8 North Range 3 West Montgomery County Illinois</b>										
Warranty Deed	Bk1283P291	17-20-400-007				20	8	3	9.50	13276 Rt 185 Hillsboro IL 62049
Warranty Deed	Bk1226P1	04-000-841-05	17-20-400-002			20	8	3	2.00	IL Rt 185 Hillsboro IL 62049
<b>Section 22 Township 8 North Range 3 West Montgomery County Illinois</b>										
Warranty Deed	Bk1345P404	17-22-400-002				22	8	3	40.00	Coffeen Rd. & N 8th Ave Hillsbor IL 62049
Warranty Deed		17-22-200-005				22	8	3	20.00	Coffeen Rd Hillsboro, Illinois 62049
Warranty Deed		17-22-400-004				22	8	3	20.00	Coffeen Rd Hillsboro, Illinois 62049
Warranty Deed		17-22-400-006				22	8	3	2.31	8601 Coffeen Rd, Hillsboro Illinois 62049

DUPLICATE

ORDER

MC 0186

20150000645  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
02-24-2015 At 02:53 pm.  
SPL WAR DEED 74.00  
OR Book 1587 Page 42 - 53  
RHSP Surcharges 2.00

Instrument: Book Page  
20150000645 OR 1587 42

Woods  
with

MCC010  
MCC012  
MCC018  
MCC022  
MCC064  
MCC069

Prepared by:

Elizabeth Dow, Esq. and  
Scott L. Messmore, Esq.  
Bailey & Glasser LLP  
209 Capitol Street  
Charleston, WV 25301

Illinois address:  
Bailey & Glasser LLP  
3601 McDonough Street  
Joliet, Illinois 60431

SPECIAL WARRANTY DEED

Grantor, Hillsboro Energy LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, CONVEYS AND WARRANTS to Grantee, New River Royalty, LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, whose mailing address is 208 Public Square, 4<sup>th</sup> Floor, Benton, Illinois 62812, the following-described real properties consisting of six (6) tracts situate in Montgomery County, Illinois (collectively "Property"):

Am 28

TRACT 1

Part of the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Nineteen (19) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: beginning at a stake at the Northwest corner of said Half Quarter Section; thence South 5 and 66/100 chains to the center of Vandalia Road; thence South 56 $^{\circ}$  East along the center of said Vandalia Road 19 and 27/100 chains to the East line of said Half Quarter Section; thence North along said line 16 and 30/100 chains to the Northeast corner of said Tract 1; thence West 16 and 6/100 chains to the place of beginning; and also a part of the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section Nineteen (19), being all of said Half Quarter Section lying Northeast of the Hillsboro and Vandalia Road. All of Tract 1 is situate in Montgomery County, Illinois.

PIN: 17-19-100-011

ADDRESS: Illinois Route 185, Hillsboro, Illinois 62049

TRACT 2

That part of the West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Nineteen (19) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, lying North of the Hillsboro and Vandalia Road (Illinois State Route 185) *excepting* that part described as follows: beginning at the intersection of the Western boundary of said Half Quarter Section and the Northeast right-of-way of Illinois State Route 185; thence Southeast along the said Northeast right-of-way of Illinois State Route 185 four hundred (400) feet; thence North two hundred ten (210) feet; and thence West three hundred fifty (350) feet to the point of beginning; *and further excepting* that part described as follows: beginning at the intersection of the Western boundary of said Half Quarter Section and the Northeast right-of-way of Illinois State Route 185; thence Southeast along said Northeast right-of-way of Illinois State Route 185 four hundred (400) feet to the true point of beginning; thence North two hundred ten (210) feet; thence East thirty (30) feet; thence South to the Northeast right-of-way of Illinois State Route 185; thence Northwest along said Northeast right-of-way of Illinois State Route 185 to the point of true beginning. All of Tract 2 is situate in Montgomery County, Illinois.

PIN: 17-19-200-009

ADDRESS: Illinois Route 185, Hillsboro, Illinois 62049

THE FOLLOWING IS EXCEPTED FROM THIS CONVEYANCE OF TRACT 1 AND TRACT 2 BY GRANTOR TO GRANTEE AND HEREBY RESERVED TO GRANTOR:

Part of the Northwest Quarter of the Northeast Quarter and part of the East Half of the Northwest Quarter of Section 19 in Township 8 North, Range 3 West of the Third Principal Meridian in Montgomery County, Illinois, and being more particularly described as follows:

Beginning at the northwest corner of said Northeast Quarter of Section 19; thence on the north line of the said Quarter Section, North 88 degrees 23 minutes 11 seconds East, 35.00 feet; thence South 0 degrees 10 minutes 47 seconds East, 636.63 feet; thence South 59 degrees 23 minutes 13 seconds East, 310.61 feet; thence South 1 degree 27 minutes 22 seconds East, 203.72 feet; thence South 89 degrees 55 minutes 54 seconds West, 113.00 feet; thence North 58 degrees 43 minutes 49 seconds West, 342.51 feet; thence North 0 degrees 13 minutes 52 seconds East, 746.55 feet; thence North 56 degrees 18 minutes 15 seconds West, 122.18 feet to the north line of said Northwest Quarter of Section 19; thence on said north line, North 88 degrees 23 minutes 11 seconds East, 195.00 feet to the point of beginning.

THE FOLLOWING EASEMENT FOR UTILITIES IS HEREBY RESERVED AND RETAINED BY GRANTOR ON, OVER, ACROSS, AND THROUGH TRACT 1:

A utility easement fifty (50) feet wide, being part of the East Half of the Northwest Quarter of Section 19 in Township 8 North, Range 3 West of the Third Principal Meridian in Montgomery County, Illinois, said easement being twenty-five (25) feet on each side of the following-described easement centerline:

Commencing at the northeast corner of said Northwest Quarter of Section 19; thence on the north line of said Quarter Section, South 88 degrees 23 minutes 11 seconds West, 786.17 feet to the point of beginning of said easement centerline; thence South 12 degrees 36 minutes 53 seconds East, 335.90 feet; thence South 61 degrees 31 minutes 58 seconds East, 701.60 feet to the point of ending of said easement centerline.

PIN: 17-19-200-008

ADDRESS: Route 185, Hillsboro, Illinois 62049

TRACT 3

The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Nineteen (19) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois.

PIN: 17-19-200-002

ADDRESS: North 9<sup>th</sup> Ave. Hillsboro, Illinois 62049

TRACT 4

The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Nineteen (19) and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty (20), all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois, subject to existing highways and public easements.

PIN: 17-19-200-011 & 17-20-100-002

ADDRESS: Illinois Route 185, Hillsboro, Illinois 62049

THE FOLLOWING IS EXCEPTED FROM THIS CONVEYANCE OF TRACT 4 BY GRANTOR TO GRANTEE AND HEREBY RESERVED TO GRANTOR:

*2/E  
from  
Sec 19  
only*

Part of the Southeast Quarter of the Northeast Quarter of Section 19 in Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Commencing at the northwest corner of the said Southeast Quarter of the Northeast Quarter of Section 19; thence on the west line of the said quarter-quarter section, South 1 degree 29 minutes 32 seconds East, 564.20 feet to the northeasterly right of way line of Illinois Route 185; thence on the said northeasterly right of way line, 236.34 feet along an arc to the left, having a radius of 24874.83 feet, the chord of which is South 58 degrees 59 minutes 03 seconds East, 236.34 feet to the point of beginning.

From the said point of beginning; thence North 30 degrees 27 minutes 13 seconds East, 45.41 feet; thence North 0 degrees 00 minutes 00 seconds East, 136.41 feet; thence North 90 degrees 00 minutes 00 seconds East, 120.21 feet; thence South 0 degrees 00 minutes 00 seconds East,

*mug*

81.17 feet; thence South 59 degrees 47 minutes 12 seconds East, 67.29 feet; thence North 0 degrees 00 minutes 00 seconds East, 91.48 feet; thence North 90 degrees 00 minutes 00 seconds East, 76.18 feet; thence South 59 degrees 47 minutes 12 seconds East, 418.44 feet; thence South 37 degrees 13 minutes 32 seconds West, 102.43 feet; thence South 50 degrees 27 minutes 38 seconds West, 79.13 feet; thence North 59 degrees 47 minutes 12 seconds West, 364.28 feet; thence North 0 degrees 00 minutes 00 seconds East, 28.36 feet; thence North 59 degrees 47 minutes 12 seconds West, 66.35 feet; thence North 90 degrees 00 minutes 00 seconds West, 62.83 feet; thence South 30 degrees 27 minutes 13 seconds West, 73.28 feet; thence South 10 degrees 20 minutes 29 seconds West, 16.11 feet to the northeasterly right of way line of Illinois Route 185; thence on the said northeasterly right of way line, 47.89 feet along an arc to the right, having a radius of 24874.83 feet, the chord of which is North 59 degrees 18 minutes 41 seconds West, 47.89 feet to the point of beginning.

PIN: 17-19-200-010

ADDRESS: Route 185, Hillsboro, Illinois 62049

TRACT 5

The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty (20) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois.

PIN: 17-20-100-001

ADDRESS: North 9<sup>th</sup> Ave. Hillsboro, Illinois 62049

TRACT 6

The Northwest Quarter (NW¼) of the Northeast Quarter (NE ¼) and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Twenty (20) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois.

PIN: 17-20-200-001 & 17-20-100-003

ADDRESS: North 9<sup>th</sup> Ave. Hillsboro, Illinois 62049

Prior Deed in Title: Special Warranty Deed from Montgomery Land Company, LLC, as Grantor, to Hillsboro Energy LLC, as Grantee, dated August 12, 2010 bearing Instrument No. 201000059726 and recorded on August 30, 2010 in the office of the County Recorder of Montgomery County, Illinois in OR Book 1399, Page 99 - 105.

This conveyance of the Property is made expressly subject to all existing and recorded (or visible upon inspection) conveyances, restrictions, exceptions, reservations, easements, rights-of-way, leases, conditions, encroachments, and covenants of whatever kind or nature (collectively "Prior Reservations"). To the extent not covered by or subject to Prior Reservations, Grantor hereby excepts and reserves from this conveyance and from the force and effect of this Special Warranty Deed the following interests, rights and privileges: the No. 5 and No. 6 seams of coal underlying the Property (collectively "Coal") and all rights and privileges to enter upon and use the surface of the Property in connection with exploring for, analyzing (including core drilling), mining, removing, developing, transporting, producing, and marketing the Coal and/or the Coal mined, removed, developed, produced, or marketed from other properties (still collectively "Coal") including (i) the right of mining and removing the Coal by any legally permissible mining method, including without limitation longwall mining and any other full extraction method now used or becoming available in the future, except strip and open pit methods; (ii) the right to mine and remove all or any part of the Coal without leaving lateral or subjacent support for the surface or any overlying strata on, in or under the Property or any adjoining property and thereby causing subsidence, and the right to subside the surface of the Property without liability to the Grantee, its heirs, successors or assigns, for any injury or damage to the surface or subsurface or anything thereon or therein from any and all causes whatsoever for surface or subsurface subsidence caused by mining out the Coal, including but not limited to not leaving pillars or partial pillars or artificial supports under the Property due to mining by longwall or other full extraction methods; (iii) the right to use any strata, openings, passageways, voids and spaces created by the mining and/or removal of the Coal or existing prior to such mining and removal for the purpose of transporting people or equipment or Coal mined and/or removed from the Property or other lands and for any other purpose whatsoever including without limitation the disposal of slurry, coal combustion materials, or any other substances; (iv) the right to use any and all voids, geologic formations, Coal or other mineral seams or strata for all lawful purposes including without limitation carbon dioxide sequestration; (v) the right of ingress, egress.



and regress and the right to enter onto the Property at all times and for all lawful purposes including fully exercising and enjoying those rights and privileges herein excepted and reserved, conducting subsidence mitigation and restoration work, reconstructing drainage patterns which may be necessary to correct any material damage resulting from subsidence to the Property and nearby or adjacent lands to the extent Grantor, its successors or assigns are required to do so under applicable laws or regulations, and engineering, reclaiming, surveying, inspecting, drilling, exploring, and performing such other operations or activities as may be required by law or regulation (either now existing or hereafter imposed); (vi) all mining, removal, development, production and transportation rights, easements, privileges, and options appurtenant to the title of the surface and/or the Coal and owned by Grantor, whether express or implied, as the same may apply to the coal estate and the overlying surface and strata; and (vii) the right to vent and flare methane, gob gas, coal seam gas and/or horizontal borehole gas for reasons related to mining ventilation and/or safety.

To the extent it is necessary for Grantor or its successors or assigns to exercise the right reserved in this deed to enter onto the Property, reasonable advance prior notice shall be given to Grantee (except that the requirement of reasonable advance prior notice shall be deemed to be waived in the event of an emergency). In the event Grantor or its successor or assigns damages or disturbs the Property upon the exercise of any of the rights or privileges reserved in this Special Warranty Deed, then Grantor or its successors or assigns, as applicable, shall repair or compensate Grantee for any resulting damage or disturbance to the Property.

Grantor hereby reserves and makes this Special Warranty Deed subject to a sole, exclusive, and irrevocable option ("Option"), in favor and for the benefit of Grantor and its successors and assigns, to purchase from Grantee or its successors and assigns (such Option being a covenant running with the land) all or any part(s) of the Property as Grantor may desire to purchase ("Desired Property") at any time, and from time to time, during the term of the Option which shall commence on the date this Special Warranty Deed is signed and delivered by Grantor ("Effective Date") and shall terminate at the close of business on the date which is twenty (20) years after the Effective Date ("Option Period"). If at any time and from time to time during the Option Period Grantor desires to

purchase Desired Property, Grantor shall provide written notice thereof to Grantee ("Option Notice") and shall specify in the Option Notice the specific Desired Property it desires to purchase at that time. The purchase price to be paid by Grantor to Grantee for such Desired Property shall be the fair market value of such Desired Property on the date of the applicable Option Notice ("Option Date"). Closing for the sale, purchase, and conveyance of the Desired Property shall take place at a mutually agreed to, date, time and place which such date ("Closing Date") shall be no more than ninety (90) days after the Option Date. The fair market value of the Desired Property shall be determined by an appraisal of the Desired Property performed by an independent, qualified, and duly licensed real property appraiser who shall be mutually selected by Grantor and Grantee ("First Appraisal"). The cost of the First Appraisal shall be paid by Grantor. If the First Appraisal is acceptable to Grantor and Grantee, then the "fair market value" of the Desired Property from the First Appraisal shall be final and binding on Grantor and Grantee and shall be the purchase price of the Desired Property. In the event either Grantor or Grantee objects to the First Appraisal, the objecting party shall obtain, at its cost, a second appraisal of the Desired Property by a second independent, qualified, and duly licensed real property appraiser selected by the objecting party ("Second Appraisal"). The "fair market values" of the Desired Property from the First Appraisal and the Second Appraisal shall be averaged to produce the fair market value of the Desired Property which then shall be final and binding on Grantor and Grantee and shall be the purchase price of the Desired Property. The purchase price shall be payable in lawful money of the United States by check or wire transfer of immediately available funds. Grantor and Grantee shall cooperate in good faith to close the sale, purchase, and conveyance of the Desired Property on or before the Closing Date. Grantee shall convey the Desired Property to Grantor or its designee free and clear of all liens and encumbrances (except for any easements or restrictions of record) by special warranty deed. All real property taxes (and other allocable costs) shall be prorated as of the Closing Date. Grantee shall pay all transfer taxes and Grantor shall pay all recording fees with respect to the transfer(s) of any and all Desired Property. Grantor and Grantee each shall bear its own legal fees and other costs associated with closing the transfer(s) of any and all Desired Property.

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TO HAVE AND TO HOLD the Property to Grantee and Grantee's successors and assigns forever, and Grantor covenants as its sole warranty that the Property is free of any encumbrance made or suffered by Grantor and that Grantor shall warrant and defend the same to Grantee and Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other. Grantor is aware of a right of first refusal having been granted by Montgomery Land Company, LLC (a predecessor entity of Grantee, having been merged into Grantee on August 12, 2010) to a third party with respect to "TRACT 5" of the Property which is a covenant of record running with the land and which is currently an encumbrance on or against the Property ("Acknowledged Encumbrance"). Grantor has made Grantee aware of the Acknowledged Encumbrance, Grantee has acknowledged to Grantor the existence and effect of the Acknowledged Encumbrance, and Grantee has agreed to accept this Special Warranty Deed, and hereby does so, with full knowledge of the Acknowledged Encumbrance. Grantor shall not warrant and defend the Property for or against claims and demands arising out of the Acknowledged Encumbrance.

The conveyance of the Property is subject to unpaid real property taxes for 2014 and subsequent years which Grantee shall pay.

This Special Warranty Deed is made with the special covenant of after-acquired title as to the Property herein conveyed to the extent of the purported paper title within Grantor's chain of title.

This transaction and the conveyance herein are exempt from the transfer tax under 35 ILCS 200/31-45 paragraph (e) since this is a deed where the actual consideration is less than one hundred dollars (\$100.00).

IN TESTIMONY WHEREOF, Grantor has caused these presents to be signed and delivered by its duly authorized officer or person on May 19<sup>th</sup>, 2014.

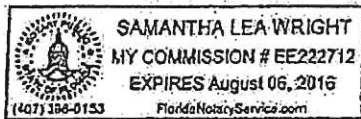
Grantor: Hillsboro Energy LLC, a Delaware limited liability company

By: Michael Beyer  
Name: Michael Beyer  
Title: C.E.O.

STATE OF Florida )  
COUNTY OF Palm Beach )SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Beyer, personally known to me to be the C.E.O. of Hillsboro Energy LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as the C.E.O. of said company and as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and seal this 19<sup>th</sup> day of May, 2014.



Samantha Lea Wright  
Notary Public

*msd*

Instrument      Book Page  
201500000445-08      1587      92

Return recorded deed and mail future tax statements to:

New River Royalty, LLC  
208 Public Square, 4<sup>th</sup> Floor  
Benton, Illinois 62812


PREPARED BY:  
Jay William Adams, P.C.  
Attorney at Law  
314 N. Monroe St.  
P.O. Box 98  
Litchfield, IL 62056

200700042647  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
11-27-2007 At 02:28 pm.  
WARR DEED 489.00  
OR Book 1231 Page 65 - 68  
RHSP Surcharge 10.00  
Instrument Book Page  
200700042647 OR 1231 65

MAIL TAX BILLS TO  
GRANTEES' ADDRESS:  
Montgomery Land Company, LLC  
c/o Lynne Jones  
P.O. Box 1829  
Marion, IL 62959

PROPERTY PHYSICAL ADDRESS:  
12418 Il Rt. 185  
Hillsboro, IL 62049

PROPERTY TAX ID #S:  
Tract 1 Part of 04-000-828-00;  
Tract 2 04-000-828-05

STATE AND COUNTY TAX	STATE OF ILLINOIS	# 0000007366	REAL ESTATE TRANSFER TAX
	 NOV. 27. 07		0045000
	MONTGOMERY COUNTY		FP326663

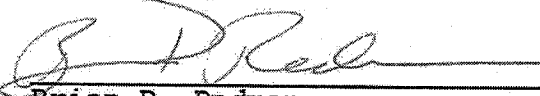
WARRANTY DEED

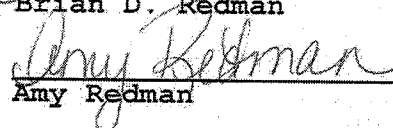
THIS INDENTURE WITNESSETH that the Grantors, BRIAN D. REDMAN and AMY REDMAN, husband and wife, for and in consideration of the sum of One and 00/100ths Dollar (\$1.00) and other valuable consideration, in hand paid, conveys and warrants to MONTGOMERY LAND COMPANY, LLC, a Delaware Limited Liability Company duly authorized to transact business in the State of Illinois, the real estate legally described in Exhibit "A" attached hereto and incorporated herein by reference, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

All the above real estate is conveyed subject to the following:

- (a) general real estate taxes for 2007 and all subsequent years;
- (b) easements, covenants, and restrictions of record, if any;
- (c) roads and highways as located at the date hereof;
- (d) rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any;
- (e) any mineral reservations, exceptions, conveyances, and transfers of record prior to the date hereof;
- (f) retained rights of Grantors to possession of the real estate under the terms of that certain Purchase and Sale Agreement of even date with this warranty deed;
- (g) purchase-money mortgage of even date made by Grantee in favor of Grantors to secure unpaid installments of the purchase price as in said mortgage provided.

Dated this 27<sup>th</sup> day of NOVEMBER, 2007.

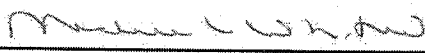
  
 \_\_\_\_\_  
 Brian D. Redman

  
 \_\_\_\_\_  
 Amy Redman

STATE OF ILLINOIS            )  
   ) SS.  
 COUNTY OF MONTGOMERY    )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that BRIAN D. REDMAN and AMY REDMAN, 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 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 notary seal this 27<sup>th</sup> day of November, 2007.

  
 \_\_\_\_\_  
 Notary Public

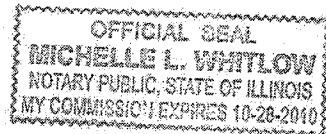


Exhibit "A"

**Tract 1:** Part of the East Half (E ½) of the Southeast Quarter (SE ¼) of Section Nineteen (19), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, described as follows: Beginning at the Northwest corner of the said East Half (E ½) of the Southeast Quarter (SE ¼) of Section Nineteen (19); thence on the North line of the said Southeast Quarter (SE ¼), North 88° 59' 04" East, 300.00 feet to the Northwest corner of a tract of land previously conveyed to Brian D. Redman and Amy Redman by deed recorded in Record Book 509, page 262 in the Montgomery County Recorder's Office; thence on the Westerly line of the said tract of land, South 1° 19' 49" East, 230.00 feet to the Southwest corner thereof; thence South 88° 59' 04" West, 300 feet to the West line of the said East Half (E ½) of the Southeast Quarter (SE ¼) of Section Nineteen (19); thence on the said West line, North 1° 19' 49" West, 230.00 feet to the point of beginning.

Also

A non-exclusive easement for ingress and egress, overhead and underground utilities and telecommunications for the benefit of the above described 1.584 acre tract and for the benefit of the original tract per Record Book 509, page 262 is more particularly described as follows:

Commencing at the Northwest corner of the said East Half (E ½) of the Southeast Quarter (SE ¼) of Section Nineteen (19); thence on the North line of the said Southeast Quarter (SE ¼), North 88° 59' 04" East, 460.00 feet to the Northeast corner of a tract of land previously conveyed to Brian D. Redman and Amy Redman by deed recorded in Record Book 509, page 262 in the Montgomery County Recorder's Office, said point of being the point of beginning.

From the said point of beginning; thence continuing on the North line of the said Southeast Quarter (SE ¼), North 88° 59' 04" East, 605.47 feet to the Southwesterly right of way line of Illinois Route 185; thence on the said Southwesterly right of way line, South 58° 34' 32" East, 37.28 feet; thence South 88° 59' 04" West, 636.82 feet to the Easterly line of the said Redman tract as recorded in Record Book 509, page 262; thence on the said Easterly tract line, North 1° 19' 49" West, 20.00 feet to the point of beginning.

**Tract 2:** Part of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning 460 feet east of the northwest corner of the above described tract, running thence South 230 feet, more or less; running thence West 160 feet, more or less; running thence North 230 feet, more or less; running thence East along the quarter section line 160 feet, more or less, to the place of beginning, together with all rights to use the existing roadway to State Route 185 as a way of ingress and egress from said tract, situated in Montgomery County, Illinois.



17-19-400-11



**Summary**

Parcel ID 17-19-400-006  
 Alternate Parcel ID N/A  
 Property Address 12418 ILLINOIS ROUTE 185  
 Township EAST FORK  
 Brief Legal Description W460' N230' E1/2 SE1/4 S19 T8 R3  
(Note: Not to be used on legal documents)  
 Deed Book/Page 1399-113&125  
 Gross Acres 2.58  
 Class 0030  
 Tax District Code 04001  
 Taxing Districts CES EXTENSION SERV  
 COUNTY TAX  
 EAST FORK ROAD DIST  
 EAST FORK TWP  
 HILLSBORO AMB  
 HILLSBORO AREA PUBLIC LIBRARY  
 HILLSBORO UNIT 3  
 LINCOLN LAND COLLEGE  
 MTA GRSH-WSVL-EFRK

old 17-19-400-002  
 17-19-400-004

**Owners**

New River Rowing LLC  
 P O Box 147  
 Pinckneyville IL 62274

**2020 Exemptions**

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

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

**Sales**

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

**Valuation**

	2021	2020
+ Land/Lot	\$2,340	\$2,340
+ Buildings	\$0	\$0
+ Farm Land	\$0	\$0
+ Farm Buildings	\$0	\$0
= Total	\$2,340	\$2,340

Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC  
P O BOX 147  
PINCKNEYVILLE IL 62274

Tax Year: 2020  
Tax Rate: 7.26870

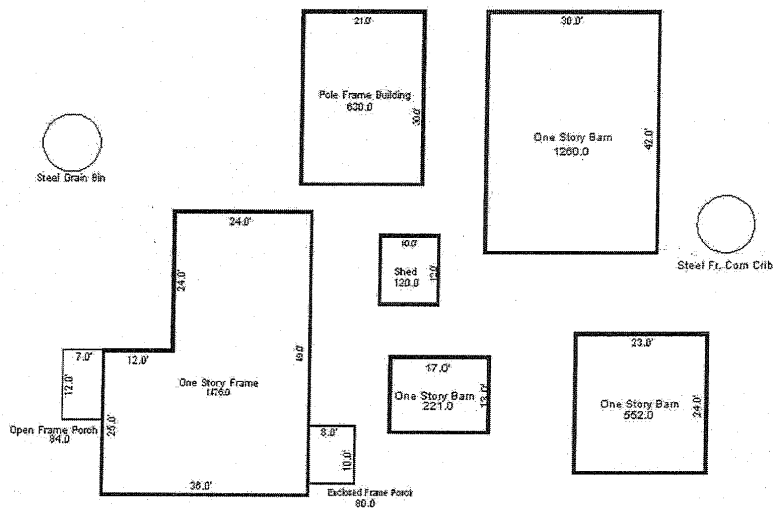
Amount  
Installment 1: \$85.05  
Installment 2: \$85.05

Tax Year: 2019  
Tax Rate: 7.36575

Amount  
Installment 1: \$82.13  
Installment 2: \$82.13

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

Sketches



Sketch by: Apex IV™

Map



DevNet Property Tax Inquiry

[View Report](#)

No data available for the following modules: Photos, Property Record Cards.

The maps and data available for access at this website are provided as is, without warranty or any representation of accuracy, timeliness or completeness.

[User Privacy Policy](#)

[GDPR Privacy Notice](#)

Last Data Upload: 7/1/2021 1:34:51 AM

Developed by  
 Schneider  
GEO SPATIAL

Version 2.0.129

Property Information		
<b>Parcel Number</b> 17-19-400-006	<b>Site Address</b> 12418 ILLINOIS ROUTE 185 HILLSBORO, IL 62049	<b>Owner Name &amp; Address</b> NEW RIVER ROYALTY LLC, P.O. BOX 609 Benton, IL, 62812
<b>Tax Year</b> 2019 (Payable 2020) ▼		
<b>Sale Status</b> None		
<b>Property Class</b> 0030 - Residential Vacant Land	<b>Tax Code</b> 04001 - EAST FORK - U003 NO FIRE	<b>Tax Status</b> Taxable
<b>Net Taxable Value</b> 2,230	<b>Tax Rate</b> 7.365750	<b>Total Tax</b> \$164.26
<b>Township</b> EAST FORK	<b>Acres</b> 2.5900	<b>Mailing Address</b>
<b>Legal Description</b> W460' N230' E1/2 SE1/4 S19.T8 R3		

No Property Photos

Parcel Owner Information		
Name	Tax Bill	Address
NEW RIVER ROYALTY LLC	Y	P O BOX 609 Benton, IL, 62812

Billing			
	1st Installment (Due 07/02/2020)	2nd Installment (Due 09/04/2020)	Totals
Tax Billed	\$82.13	\$82.13	\$164.26
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
<b>Total Billed</b>	<b>\$82.13</b>	<b>\$82.13</b>	<b>\$164.26</b>
Amount Paid	\$82.13	\$82.13	\$164.26
Total Unpaid	\$0.00	\$0.00	\$0.00
Paid By	NEW RIVER ROYALTY LLC	NEW RIVER ROYALTY LLC	
Date Paid	6/15/2020	6/15/2020	

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	2,230	0	0	0	0	2,230
Department of Revenue	2,230	0	0	0	0	2,230
Board of Review Equalized	2,230	0	0	0	0	2,230
Board of Review	2,230	0	0	0	0	2,230
S of A Equalized	2,230	0	0	0	0	2,230
Supervisor of Assessments	2,110	0	0	0	0	2,110
Township Assessor	2,110	0	0	0	0	2,110
Prior Year Equalized	2,110	0	0	0	0	2,110

No Exemptions

No Farmland Information

Parcel Genealogy

Relationship	Parcel Number	Action	Year	Change Effective Year	Completed
Parent Parcel	1719400002	N	2008		Yes
Parent Parcel	1719400004	N	2008		Yes

Taxing Bodies

District	Tax Rate	Extension
HILLSBORO UNIT 3	5.060390	\$112.85
COUNTY TAX	1.073870	\$23.97
LINCOLNLAND COLLEGE	0.493930	\$11.01
EAST FORK ROAD DIST	0.256240	\$5.71
HILLSBORO AREA PUBLIC LIBRARY	0.192850	\$4.30
EAST FORK TWP	0.179970	\$4.01
HILLSBORO AMB	0.059770	\$1.33
CES EXTENSION SERV	0.033310	\$0.74
MTA GRSH-WSVL-EFRK	0.015420	\$0.34
<b>TOTAL</b>	<b>7.385750</b>	<b>\$164.26</b>

- HILLSBORO UNIT 3
- COUNTY TAX
- LINCOLNLAND COLLEGE
- EAST FORK ROAD DIST
- HILLSBORO AREA PUBLIC LIBRARY
- EAST FORK TWP
- HILLSBORO AMB
- CES EXTENSION SERV
- MTA GRSH-WSVL

No Drainage / Special District Information

Payment History

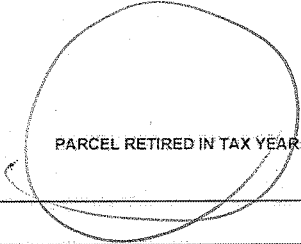
Tax Year	Total Billed	Total Paid	Amount Unpaid
2020	\$170.10	\$170.10	\$0.00
2019	\$164.26	\$164.26	\$0.00
2018	\$154.64	\$154.64	\$0.00

Show 10 More

No Sales History Information

No Structure Information

No Forfeiture Information  
No Redemptions



PARCEL RETIRED IN TAX YEAR 2008

Property Information		
Parcel Number 17-19-400-002	Site Address 12418 ILLINOIS RTE 185 HILLSBORO, IL 62049	Owner Name & Address MONTGOMERY LAND CO LLC, P.O BOX 1829 Marion, IL, 62959
Tax Year 2008 (Payable 2009) ▾		
Sale Status None		
Property Class 0040 - Residential Improved	Tax Code 04001 - EAST FORK - U003, NO FIRE	Tax Status Taxable
Net Taxable Value 0	Tax Rate 0.000000	Total Tax \$0.00
Township EAST FORK	Acres 1.0000	Mailing Address
Legal Description 1 AC, PT E 1/2 SE 8-3-826A S19 T08 R3.		

Property Photos

One Story/One Story Frame/Open Frame Porch/Enclose

Sketch by Alan A...

Parcel Owner Information		
Name	Tax Bill	Address
MONTGOMERY LAND CO LLC	Y	P O BOX 1829 Marion, IL, 62959

No Billing Information.

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
Supervisor of Assessments	335	10,272	0	0	0	10,607
Township Assessor	335	10,272	0	0	0	10,607
Prior Year Equalized	335	10,272	0	0	0	10,607

No Exemptions

*M00011*

No Farmland Information

Parcel Genealogy					
Relationship	Parcel Number	Action	Year	Change Effective Year	Completed
Child Parcel	1719400006	N	2008		Yes
Child Parcel	1719400007	N	2008		Yes

Taxing Bodies			
District	Tax Rate	Extension	
MTA GRSH-WSVL-EFRK	0.016700	\$0.00	
HILLSBORO UNIT 3	4.972390	\$0.00	
HILLSBORO AMB	0.105710	\$0.00	
EAST FORK TWP	0.129210	\$0.00	
LINCOLNLAND COLLEGE	0.459510	\$0.00	
COUNTY TAX	0.883230	\$0.00	
CES EXTENSION SERV	0.040470	\$0.00	
EAST FORK ROAD DIST	0.235270	\$0.00	
<b>TOTAL</b>	<b>6.842480</b>	<b>\$0.00</b>	
No data			

No Drainage / Special District Information

Payment History				
Tax Year	Total Billed	Total Paid	Amount Unpaid	
2007	\$432.98	\$432.98	\$0.00	
2006	\$372.88	\$372.88	\$0.00	

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2007	200700042647	Warranty Deed Split	11/27/2007	BRIAN REDMAN	Montgomery Land Co. LLC	\$300,000.00	\$0.00	\$300,000.00

Structure (1 of 4)

Structure (2 of 4)

Structure (3 of 4)

Structure (4 of 4)

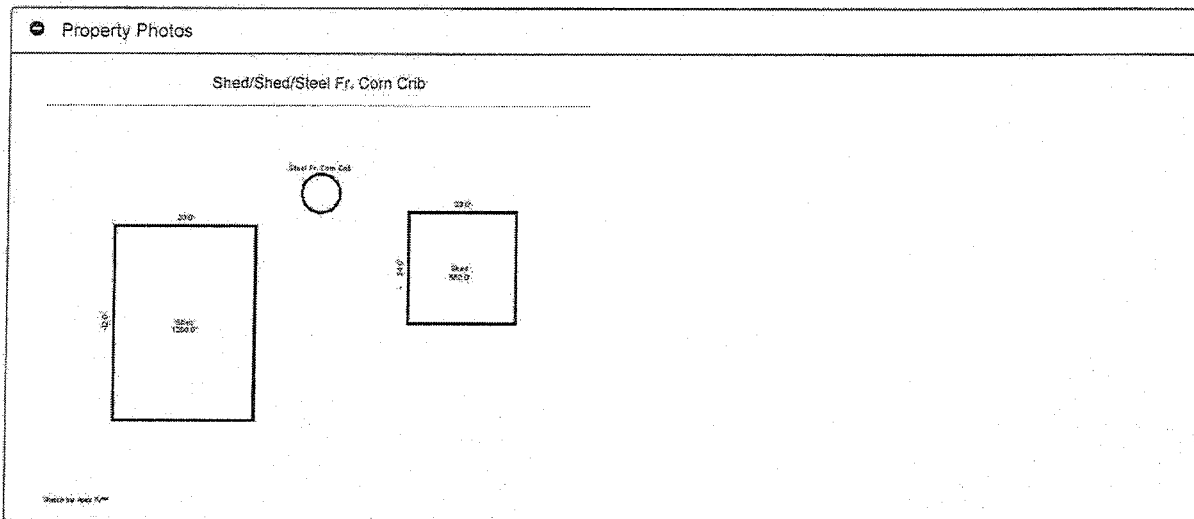
No Forfeiture Information

No Redemptions



PARCEL RETIRED IN TAX YEAR 2008

Property Information		
<b>Parcel Number</b> 17-19-400-004	<b>Site Address</b> ILLINOIS RT 185 HILLSBORO, IL 62049	<b>Owner Name &amp; Address</b> SPINNER, KENT LLINOIS RT 185 HILLSBORO, IL 62049-0000
<b>Tax Year</b> 2008 (Payable 2009) -		
<b>Sale Status</b> None		
<b>Property Class</b> 0011 - Rural Land Improved	<b>Tax Code</b> 04001 - EAST FORK - U003 NO FIRE	<b>Tax Status</b> Taxable
<b>Net Taxable Value</b> 0	<b>Tax Rate</b> 0.000000	<b>Total Tax</b> \$0.00
<b>Township</b> EAST FORK	<b>Acres</b> 40.5700	<b>Mailing Address</b> SPINNER, KENT 12116 N 9TH AVE Hillsboro, IL, 62049
<b>Legal Description</b> PT E 1/2 SE 1/4 8-3-828 S19 T08 R3		



Parcel Owner Information		
Name	Tax Bill	Address
KENT SPINNER	N	LLINOIS RT 185 HILLSBORO, IL, 62049-0000

No Billing Information

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
Supervisor of Assessments	0	0	2,750	800	0	3,550
Township Assessor	0	0	2,500	800	0	3,300
Prior Year Equalized	0	0	2,500	800	0	3,300

No Exemptions

Farmland			
Land Type	Acres	EAV	
Cropland	36.8500	2,741	
Other Farmland	0.7200	10	
<b>Totals</b>	<b>40.5700</b>	<b>2,751</b>	

[Click to open Farmland Details](#)

Parcel Genealogy					
Relationship	Parcel Number	Action	Year	Change Effective Year	Completed
Child Parcel	1719400006	N	2008		Yes
Child Parcel	1719400007	N	2008		Yes

Taxing Bodies		
District	Tax Rate	Extension
EAST FORK TWP	0.129210	\$0.00
LINCOLNLAND COLLEGE	0.459510	\$0.00
MTA GRSH-WSVL-EFRK	0.016700	\$0.00
COUNTY TAX	0.883230	\$0.00
HILLSBORO UNIT 3	4.972380	\$0.00
EAST FORK ROAD DIST	0.235270	\$0.00
HILLSBORO AMB	0.105710	\$0.00
CES EXTENSION SERV	0.040470	\$0.00
<b>TOTAL</b>	<b>6.842480</b>	<b>\$0.00</b>

No data

No Drainage / Special District Information

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2007	\$218.82	\$218.82	\$0.00
2006	\$237.98	\$237.98	\$0.00

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2007	200700042646	Warranty Deed Split	11/27/2007	KENT SPINNER	Redman Brian D	\$4,000.00	\$0.00	\$4,000.00
2007	200700042647	Warranty Deed Split	11/27/2007	BRIAN REDMAN	Montgomery Land Co LLC	\$300,000.00	\$0.00	\$300,000.00

Structure (1 of 3)

Structure (2 of 3)

Structure (3 of 3)

No Forfeiture Information

No Redemptions

DUPLICATION PROHIBITED PROPERTY

No legal attached

201100064695  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
07-14-2011 At 12:27 pm.  
MEMORANDUM 39.00  
OR Book 1447 Page 328 - 331  
RHSP Surcharge 10.00

Instrument Book Page  
201100064695 OR 1447 328

SHORT FORM OR MEMORANDUM  
OF  
MITIGATION AGREEMENT

THIS SHORT FORM OR MEMORANDUM OF MITIGATION AGREEMENT ("Short Form") is made and entered into on August 12, 2010, and is by and between New River Royalty, LLC, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of 208 Public Square, 4<sup>th</sup> Floor, Benton, Illinois 62812 ("Surface Owner"); and Hillsboro Energy LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of 925 S. Main Street, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

WHEREAS, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

WHEREAS, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

WHEREAS, the Parties have entered into that certain "Mitigation Agreement" with an Effective Date of August 12, 2010 ("Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No.

5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law.

The Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Agreement). In the Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees to certain restrictions on constructing new structures and making improvements to existing structures.

The term of the Agreement is for twenty-five (25) years after its Effective Date; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value. However, in no event and under no circumstance shall the term of the Agreement extend beyond forty (40) years after its Effective Date.

In the Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Agreement; (c) capitalized terms in this Short Form shall have the same meaning given to the terms in the Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Agreement, the terms and provisions of the Agreement shall control.

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE OWNER

New River Royalty, LLC

By: Donald R Holcomb

Its: AUTHORIZED PERSON

COMPANY

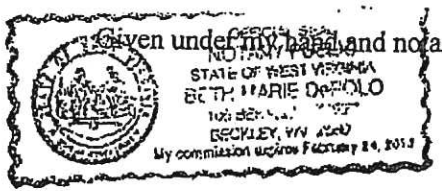
Hillsboro Energy LLC

By: Donald R Holcomb

Its: AUTHORIZED PERSON

STATE OF WV )  
 ) SS.  
COUNTY OF  Raleigh  )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Donald R Holcomb, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and 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 such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.



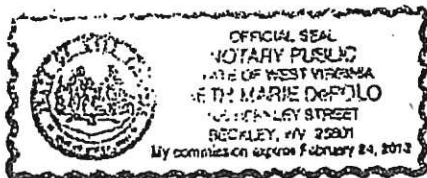
Given under my hand and notarial seal on this 5th day of July, 2011.

Beth Marie DePolo  
Notary Public

STATE OF WV )  
 ) SS.  
COUNTY OF Putnam )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that David H. Holcomb, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and 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 such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 5th day of July, 2011.



Marie DeFolio  
Notary Public

Prepared By and Return To:

New River Royalty, LLC  
208 Public Square, 4th Floor  
Benton, IL 62812

DUBLICATED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

201700001852  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
05-22-2017 At 12:13 pm.  
MEM AGREEMENT 75.00  
OR Book 1646 Page 316 - 319  
RHSP Surcharge 9.00  
Instrument Book Page  
201700001852 OR 1646 316

DUPLICATION PROHIBITED PROPERTY OF

**SHORT FORM OR MEMORANDUM**

**FIRST AMENDED AND RESTATED MITIGATION AGREEMENT**

**THIS SHORT FORM OR MEMORANDUM OF FIRST AMENDED AND RESTATED MITIGATION AGREEMENT ("Short Form")** is made and entered into on March 14, 2017, and is by and between **New River Royalty, LLC**, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of PO Box 609, Benton, Illinois 62812 ("Surface Owner"); and **Hillsboro Energy LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of 925 S. Main Street, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

**WHEREAS**, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

**WHEREAS**, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

**WHEREAS**, the Parties entered into a Mitigation Agreement with an Effective Date of August 12, 2010 ("Original Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No. 5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land



Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law; and,

WHEREAS, Surface Owner and Company amended and restated the Original Agreement in that certain First Amended and Restated Mitigation Agreement with an Effective Date of March-14, 2017 ("Amended Agreement").

The Amended Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Amended Agreement). In the Amended Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees to certain restrictions on constructing new structures and making improvements to existing structures, except on areas of the Property exempted from such restrictions based on whether (1) the No. 6 seam of coal thereunder has been mined and (ii) the No. 5 and/or No. 6 seams of coal thereunder is/are planned to be mined within fifteen (15) years after the Effective Date of the Amended Agreement.

The term of the Amended Agreement shall end, terminate, and expire, without further or additional action by the Parties, at midnight on August 11, 2037; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Amended Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value.

In the Amended Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Amended Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Amended Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Amended Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Amended Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Amended Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Amended Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Amended Agreement; (c) capitalized

terms in this Short Form shall have the same meaning given to the terms in the Amended Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Amended Agreement, the terms and provisions of the Amended Agreement shall control.

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE OWNER

New River Royalty, LLC

By: Abdul Qadir

Its: Authorized Person

COMPANY

Hillsboro Energy, LLC

By: L. M. Landon

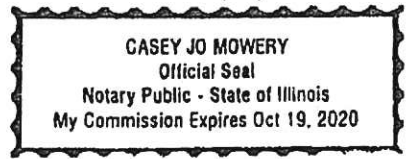
Its: Authorized Person

STATE OF Illinois )  
 ) SS.  
COUNTY OF Franklin )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Abdul Qadir, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and 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 such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2<sup>nd</sup> day of May, 2017.

Casey Jo Mowery  
Notary Public



STATE OF Illinois )  
 ) SS.  
COUNTY OF Franklin )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Wesley M. Lanson, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and 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 such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2<sup>nd</sup> day of May, 2017.

Casey Jo Mowery  
Notary Public



Prepared By and Return To:  
New River Royalty, LLC  
PO Box 609  
Benton, IL 62812

UNREGISTERED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

201800002829  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
08-31-2018 At 11:47 am.  
MEMORANDUM 77.00  
OR Book 1677 Page 614 - 618  
RHSF Surcharge 9.00  
Instrument Book Page  
201800002829 OR 1677 614

MC-0110

**SHORT FORM OR MEMORANDUM  
OF  
SECOND AMENDED AND RESTATED MITIGATION AGREEMENT**

**THIS SHORT FORM OR MEMORANDUM OF SECOND AMENDED AND RESTATED MITIGATION AGREEMENT** ("Short Form") is made and entered into on August 21, 2018, and is by and between New River Royalty, LLC, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of PO Box 609, Benton, Illinois 62812 ("Surface Owner"); and Hillsboro Energy LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of P.O. Box 457, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

**WHEREAS**, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

**WHEREAS**, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

**WHEREAS**, the Parties entered into a Mitigation Agreement with an Effective Date of August 12, 2010 ("Original Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No. 5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land

Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law; and,

WHEREAS, The Parties entered into the First Amended and Restated Mitigation Agreement with an effective date of March 14, 2017 ("First Amended Agreement"), which amended certain provisions of the Original Agreement as of the Effective Date of the First Amended Agreement and restated the Original Agreement, as so amended, in its entirety pursuant to and as set forth in the First Amended Agreement.

WHEREAS, Surface Owner and Company amended and restated the First Amended Agreement in that certain Second Amended and Restated Mitigation Agreement with an Effective Date of August 21, 2018 ("Second Amended Agreement").

The Second Amended Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Second Amended Agreement). In the Second Amended Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees that Company or its agents(s) or contractor(s) shall be entitled, solely at its/their own cost and election, to conduct and perform reconstruction of surface drainage patterns as necessary to relieve subsidence effects on the Property and adjacent and/or nearby properties.

The term of the Second Amended Agreement shall end, terminate, and expire, without further or additional action by the Parties, at midnight on August 11, 2037; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Amended Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value.

In the Second Amended Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Amended Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Amended Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Second Amended Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Second Amended Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Second Amended Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Second Amended Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Second Amended Agreement; (c) capitalized terms in this Short Form shall have the same meaning given to the terms in the Second Amended Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Second Amended Agreement, the terms and provisions of the Second Amended Agreement shall control.

*[Signatures and Notary Acknowledgments are on the following pages.]*

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE OWNER

New River Royalty, LLC

By: Robert R. Boyd      Robert R. Boyd  
Name

Its: Authorized Person

COMPANY

Hillsboro Energy LLC

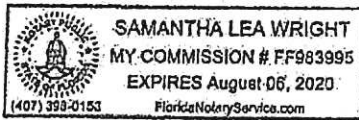
By: [Signature]

Its: Authorized Person

STATE OF Florida )  
 ) SS.  
COUNTY OF Palm Beach )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Robert R Boyd, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and 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 such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 1<sup>st</sup> day of August, 2018



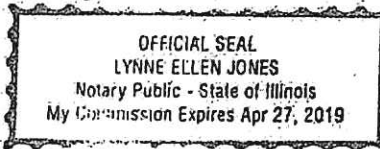
Samantha Lea Wright  
Notary Public

STATE OF Illinois )  
 ) SS.  
COUNTY OF Franklin )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Ron Keantz, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and 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 such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2<sup>nd</sup> day of August, 2018

Lynne Ellen Jones  
Notary Public



Prepared By and Return To:  
New River Royalty, LLC  
PO Box 609  
Benton, IL 62812



200900050057  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
02-11-2009 At 09:14 am.  
Land Register 39.00  
OR Book 1302 Page 93 - 96  
RHSP Surcharge 10.00  
Instrument Book Page  
200900050057 OR 1302 93

DUPLICATION PROHIBITED BY ROBERT OF MONTGOMERY COUNTY, IL RECORDER

### Certified Land Register

As to the East One-Half (E1/2) of the Southeast Quarter (SE1/4) of Section Nineteen (19), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, situated in Montgomery County, Illinois.

17-19-400-002

17-19-400-004

17-19-400-005

12221 Illinois Route 185 Hillsboro, Illinois 62049

# STATE OF ILLINOIS

## OFFICE OF THE SECRETARY OF STATE

*To all to whom these Presents Shall Come, Greeting:*

I, JESSE WHITE, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of the United States General Land Office of Records for Illinois – Edwardsville Land District Office, originating from the Record Series 952.173; Monthly Abstract of Land Located on Military Land Warrant Certificates dated October 9, 1847 – June 15, 1855, Volume 351, Page 45, from the records of the Illinois State Archives.

DUPLICATION PROHIBITED  
MONTGOMERY COUNTY, IL RECORDER

*In Testimony Whereof I hereto set my hand and  
cause to be affixed the Great Seal of the State of Illinois,  
Done at the City of Springfield this 23rd  
day of October A.D. 2008*



*Jesse White*

SECRETARY OF STATE

MONTHLY ABSTRACT of locations on unclaimed unsettled lands "subject to at *Edwardsville* on military land warrant certificates, issued pursuant to the raise for a limited time an additional military force, and for other purposes."

REGISTER'S AND RECEIPIER'S No.	NUMBER OF THE WARRANT.	DATE OF WARRANT CERTIFICATE.	IN WHOSE FAVOR.	TRACT	
				Quarter Section, or part of Quarter Section.	
683	1477	September 27. 1847	Edward Pinsela	SE 4	18
684	52249	April 9. 1849	Jesse S. Page	NW 1/4 NW 1/4 + SE 1/4 NW 1/4	7
				NW 1/4 NW 1/4	8
685	56641	April 28. 1849	Henry Dawson	SW 1/4 NW 1/4 + NW 1/4 SW 1/4	17
				NW 1/4 NW 1/4	20
686	57348	March 24. 1849	Ewin G. Shulley	SE 1/4 SE 1/4 NW 1/4 NW 1/4	5
				SE 1/4 SE 1/4 NW 1/4	5
687	55377	April 4. 1849	John Walsh	SE 1/4 SE 1/4	7
				SW 1/4 SW 1/4	8
				NW 1/4 NW 1/4	17
				NE 1/4 NW 1/4	18
688	24249	August 25. 1848	Levis A. Lemay	SE 1/4	39
689	23122	August 17. 1848	Levine Taylor	NE 1/4	32
690	67772	January 29. 1850	Succession of Walker & the heirs of the late Walker & others	SE 1/4	28
691	26101	September 11. 1848	Thomas Banet	NE 1/4	28
692	34905	October 28. 1848	David Alary	NW 1/4	38
693	40390	November 27. 1848	Wiram Elevis	SW 1/4	28
694	59907	June 11. 1849	Margaret A. Thorne, Lucy Elizabeth Finley and Solomon C. H. Lagunby, sisters & brother heirs at law of Rej. S. Lagunby, dec'd	SE 1/4 SE 1/4	19
				SE 1/4 NE 1/4	30
695	62696	June 29. 1849	John P. Smith	SE 1/4 NW 1/4 + NW 1/4 SE 1/4	7
696	60130	June 5. 1849	George O. Laughlin	SE 1/4	13
697	39558	November 27. 1848	John S. Farmer	NE 1/4	9
698	63529	July 17. 1849	James Park	SE 1/4 SE 1/4	22
				SE 1/4 NE 1/4 + SW 1/4 NW 1/4	27
699	66223	November 23. 1849	Richard Sanders	NE 1/4	17
700	63938	August 6. 1849	Peppeman Longley	SE 1/4 NE 1/4 + NE 1/4 SE 1/4	8
701	56786	April 28. 1849	Naac Morton, father and heir at law of Robert M. Morton, deceased	NE 1/4	17
702	47449	February 19. 1849	Henry Larver	SE 1/4 SW 1/4 + SW 1/4 SE 1/4	8
				NW 1/4 NE 1/4 + NW 1/4 NW 1/4	17
703	50828	March 22. 1849	Thomas F. Thompson	SE 1/4 NW 1/4 + NW 1/4 SW 1/4	35

DUPLICATION PROHIBITED BY LAW

COUNTY RECORDER

This space intended for binding, and as many sheets as necessary to be stitched

private entry" made for the month ending *March 31st 1850* at the Land Office  
 9th Section of the Act of Congress, approved 11th February, 1847, entitled "An act to

LOCATED.			DATE OF LOCATION.	BY WHOM LOCATED.	REMARKS.
Township.	Range.	Contents.			
9	5 160		March 1. 1850	John Hobson	X
	5 160		March 1. 1850	Payton Wheeler	X
9	5 160		March 1. 1850	John Hobson	X
5	5 160		March 1. 1850	James Lockerman	X
13	5 160		March 5. 1850	Christian Nightrman	X
13	5 160		March 8. 1850	Jacob Anthony	X
13	5 160		March 8. 1850	Jacob Anthony	X
13	5 160		March 8. 1850	John Williams	X
13	5 160		March 8. 1850	John Williams	X
13	5 160		March 8. 1850	John Williams	X
13	5 160		March 8. 1850	John Williams	X
8	3 160		March 12. 1850	Margaret H. Horn Lucy Elizabeth Hurler Solomon H. Lazenby	voluntarily
9	5 160		March 14. 1850	John Hobson	X
9	6 160		March 14. 1850	John Hobson	X
9	6 160		March 15. 1850	Robert W. Voorhes	X
8	3 160		March 16. 1850	Henry Hill	X
12	6 160		March 17. 1850	John A. Chesnut	X
7	3 160		March 18. 1850	Thomas Wood	X
11	5 160		March 19. 1850	John Vanugh	X
7	5 160		March 20. 1850	Harvey Baxter	X
13	5 160		March 22. 1850	E. L. White	X

DUPLICATION PROHIBITED  
 under the description of the Abstract at the end of every month.

MONTGOMERY COUNTY  
 CLERK OF THE RECORDS

Land Office at *Edwardsville* April 30<sup>th</sup> 1850

*M. Williams* Register.

*B. Johnson* Receiver.

COMPALED

STATE OF ILLINOIS  
HENRY HORNER, Governor  
DEPARTMENT OF PUBLIC WORKS AND BUILDINGS  
DIVISION OF HIGHWAYS  
L. & N. Sta. 170+88 To Sta. 173+03  
SPRINGFIELD, ILLINOIS

G. J. Whitman  
NAME

F. A. Route 140 Sec. 405- G.  
County Montgomery  
L. & N. Sta. 170+88 To Sta. 173+03

Dedication of Right of Way for Public Road Purposes

This Indenture Witnesseth, That the Grantor, G. J. Whitman and Flora E. Whitman, his wife,

of the County of Montgomery and State of Illinois for and in consideration of the sum of Ten & no/100 Dollars (\$ 10.00) 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, as 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 Montgomery and State of Illinois, and described as follows:

All that portion of the NE 1/4 of the SE 1/4 of Section 19, T. 8 N., R. 5 W. of the 3rd P.M. contained in a strip of uniform width of eighty (80) feet; said strip being forty (40) feet on each side of the centerline for a highway known as Federal Aid Route 140 as said centerline is now surveyed and staked out by the Department of Public Works and Buildings of the State of Illinois, and shown by plat recorded in the Recorder's records of Montgomery County, Illinois, in Plat Book 1 Page 109.

Full right, power and authority is hereby granted, conveyed and dedicated to the grantees herein to plant, grow, cultivate and maintain trees, plants and shrubs on any of them and also to do and perform any other lawful acts of highway landscaping which may be considered proper by the grantee on the above described tract of land.

containing 95/1000 of an acre or more or less, exclusive of the existing highway.

And the Grantor, further, as a part of this dedication, agree 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 Grantor, have hereunto set their hand, and seal, this 30th day of July, A. D. 1940.  
Cyrus J. Whitman (SEAL) (SEAL)  
Flora E. Whitman (SEAL) (SEAL)  
(SEAL) (SEAL)  
(SEAL) (SEAL)

STATE OF Illinois } ss.  
County of Montgomery }  
I, A. P. Rosche, Notary Public in and for said County and State, DO HEREBY CERTIFY that Cyrus J. Whitman and Flora E. Whitman, his wife, personally known to me to be the same person, whose name A 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 30th day of July, A. D. 1940  
A. P. Rosche, Notary Public  
Montgomery Co; Ill. Notary Public.

STATE OF Illinois } ss.  
County of Montgomery }  
I, A. P. Rosche, Notary Public in and for said County and State, DO HEREBY CERTIFY that Cyrus J. Whitman and Flora E. Whitman, his wife, personally known to me to be the same person, whose name A 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 30th day of July, A. D. 1940  
A. P. Rosche, Notary Public  
Notary Public.

Filed for record, the 3rd day of Oct., A. D. 1940, at 3:00 o'clock P.M.

DUPLICATION PROHIBITED

BOOK 89 PAGE 197  
EASEMENT

W.O. 48642  
Tract 15

210916

The undersigned Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell, Convey and Warrant unto the ILLINOIS POWER COMPANY, an Illinois Corporation, Grantee, its successors and assigns, the right and easement to lay, operate, maintain, patrol, renew, alter, remove and re-lay a pipeline at a minimum depth of 30 inches, and all other equipment appurtenant thereto, for the transportation of gas through, over, and across certain lands owned by Grantors, situated in the County of Montgomery, State of Illinois, and described as follows:

All that part of the Northeast Quarter of the Southeast Quarter of Section 19, Township 8 North, Range 3 West of the Third Principal Meridian, lying Northeasterly of the Northeasterly right of way line of State Route 185 (F.A. Route 140);



including the right to clear said easement of obstacles and obstructions. Grantors further grant the right to use for said purposes the adjacent roads, streets and alleys and the right to use reasonable working space adjacent to said easement during construction and maintenance of said pipeline, and the right of ingress to and egress from said easement for the purposes aforesaid over existing roadways or over a route designated by the Grantors.

Grantee, ILLINOIS POWER COMPANY, shall repair any damage to property of Grantors, or pay any substantial damages which may be caused to property of Grantors in the process of laying, construction, reconstruction, maintenance, renewal or removal of said pipeline; said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each Grantors and Grantee, their heirs, successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive as to the facts, and Grantee shall immediately pay such damages.

Grantors hereby reserve the right to make other uses of the land within said easement provided that such uses shall not interfere with said gas pipeline and shall not create hazardous conditions and Grantors shall not excavate or erect permanent structures thereon.

This instrument is executed and accepted with the express understanding that the Grantee herein is not bound to do or perform any act, or pay any consideration except as herein expressly provided. Gas service for said premises will be provided subject to the rules, rates, and regulations on file with the Illinois Commerce Commission.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of this State.

WITNESS the hand and seal of the Grantors this 3rd day of January, 1966.

Raymond J. Whitman (SEAL) Edmund Spitzer (SEAL)  
Paul E. Whitman (SEAL) Grace T. Spitzer (SEAL)

ACCEPTED:  
ILLINOIS POWER COMPANY  
By Lawrence A. Berben  
Real Estate and Tax Agent

Secured by: \_\_\_\_\_

DUPLICATION PROHIBITED PROPERTY

FORM 153-13  
11-65

BOOK 89 PAGE 198

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to the Grantor as therein provided, hereby adopts and joins in the execution of same and consents to the enjoyment by the Grantee of the rights granted therein.

Dated: \_\_\_\_\_ Tenant

STATE OF Illinois

COUNTY OF Montgomery

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Cyrus Whitman and Rosa E. Whitman, his wife and Edmund Spinner and Erice H. Spinner, his wife personally known to me to be the same person s whose name s 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 seal this 4th day of January, A. D., 1966.

Chauncey E. Kall  
Notary Public

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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 seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

TO \_\_\_\_\_  
As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed or trust, dated the \_\_\_\_\_ day of \_\_\_\_\_ recorded in the Recorder's Office of \_\_\_\_\_ County, \_\_\_\_\_ in book \_\_\_\_\_, page \_\_\_\_\_, as Document No \_\_\_\_\_, the undersigned hereby consent(s) and join(s) in the granting to said Company of the within and foregoing right-of-way easement.

WITNESSED BY: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

Dated \_\_\_\_\_

Recorded in book 89 of Montgomery County, Illinois  
this 14 day of February, 1966  
at Montgomery, Illinois  
Recorder

STATE OF ILLINOIS  
MONTGOMERY COUNTY  
Filed for record  
FEB 14 1966

210916

Document No. 221331

267 31  
JAN 10 1969

Filed and Recorded at 2:45 o'clock P M.

WARRANTY DEED - Joint Tenancy Eunice May Russell Recorder of Deeds

This Indenture Witnesseth That the Grantors, Cyrus J. Whitman and Rosa E. Whitman, his wife,

of the Town of East Fork in the County of Montgomery and State of Illinois

for and in the consideration of the sum of One and Other Dollars in hand paid, CONVEY and WARRANT to Edmund F. Spinnery and Grace H. Spinnery husband and wife,

of the Town of East Fork in the County of Montgomery and State of Illinois, not as tenants in common, but as joint tenants, the following described real estate to-wit:

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Eight (8) North, Range Three (3) West, excepting all coal underlying said premises, subject to all existing roadways, and also excepting therefrom a tract of land described as follows: Beginning 460 feet East of the Northwest Corner of the above described tract running thence South 230 feet, more or less, running thence West 160 feet, more or less, running thence North 230 feet, more or less, running thence East along the quarter section line 160 feet more or less to the place of beginning, containing in all 79 acres, more or less, provided however, that the Grantors and Grantees and their respective successors in title shall have the right to use the existing roadway to State Route 185 as a way of ingress and egress with Grantors and their successors in title to maintain said roadway and Grantees and their successors in title not to make such use of said roadway as to impair its passability, and further provided, that these covenants shall be permanent and run with the land.

1070707  
CO. REC. 23048



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
JAN 10 69 DEPT. OF REVENUE \$ 23.00

RECORDED

situated in the County of Montgomery, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

To have and to hold, the above granted premises unto the said parties of the second part forever, not in tenancy in common, but in joint tenancy.

Dated this 10th day of January A. D. 1969

Cyrus J. Whitman (Seal)  
Cyrus J. Whitman

Rosa E. Whitman (Seal)  
Rosa E. Whitman

Rosa E. Whitman (Seal)

STATE OF ILLINOIS  
County of Montgomery



I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that Cyrus J. Whitman and Rosa E. Whitman, his wife,

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

Given under my hand and Notarial seal, this 10th day of January A. D. 1969

Paul W. Hickman (SEAL)  
Notary Public



DUPLICATION PROHIBITED

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

Coffeen  
Easement Tract 8

Form FHA 442-20  
(3-4-68)

RIGHT-OF-WAY EASEMENT

BOOK 144 PAGE 280

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Edmund F. Spinner and Janice L. Spinner

hereinafter referred to as GRANTOR, by City of Coffeen  
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant,  
bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right  
to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove

a water line and appurtenances

over, across, and through the land of the GRANTOR situate in Montgomery County,

State of Illinois, said land being described as follows:

The E 1/2 of the SE 1/4 of Section 19, T.8N., R.3W., of the 3rd P.M.  
as described in Deed Book 267, Page 31

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for  
the purposes of this easement.

The easement shall be 10 feet in width, the center line of which is described as follows:

A line 5 ft. south of and parallel with the southerly R.O.W. line of  
Illinois Route 185 across the above described tract; and a 30 ft.  
temporary construction easement which is south of and contiguous  
with the above described permanent easement.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR,  
his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements  
referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage  
will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of  
the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5 day of may

19 83.

284241  
STATE OF ILLINOIS } 55  
MONTGOMERY COUNTY }  
Filed for Record

OCT 24 1983  
hour of 10:30 o'clock  
recorded in book 144  
miss PAGE 280

Edmund F. Spinner (SEAL)  
Janice L. Spinner (SEAL)

*Coal/minerals*

201000059727  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
08-30-2010 At 10:31 am.  
WARR DEED 76.00  
OR Book 1399 Page 106 - 112  
RHSP Surcharge 10.00  
Instrument Book Page  
201000059727 OR 1399 106

STATE OF ILLINOIS           §  
  §  
COUNTY OF MONTGOMERY   §

**SPECIAL WARRRANTY DEED**

Grantor, Montgomery Land Company, LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, for and in consideration of the sum of One Dollar in hand paid and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CONVEYS and WARRANTS** to Colt LLC, a West Virginia limited liability company duly authorized to do business in the State of Illinois, as Grantee, the following rights and privileges (collectively "Rights") for, in regard to and/or associated or connected with that certain real estate situate in Montgomery County, Illinois hereinafter described (being defined as the "Property"):

#30 MC-0100

101670 000-000

DUP  
All rights and privileges to enter upon and use the surface of the Property in connection with mining, removing, developing, producing, and marketing all the minerals of every kind and character lying in, on or under the Property or otherwise pertaining to it, including without limitation all the coal, oil, gas, methane, casing head gas, hydrocarbons, coal seam gas, petrochemicals, rocks, minerals, substances, non-mineral substances and any other substance(s) now known or hereafter discovered ("Minerals") together with all mining, removal, development, production and marketing rights and privileges associated or connected with the Minerals including the exclusive right and privilege of prospecting, core drilling and/or exploring for and mining and removing by any legally permissible mining method, including without limitation longwall mining and any other full extraction method now used or becoming available in the future, except strip and open pit methods, all of which may be exercised without liability to Grantor and/or Grantor's heirs, successors and assigns, and which such rights and privileges include without limitation the following: (i) the right to mine and remove all or any part of the Minerals or strata without leaving lateral or subjacent support for the surface or any overlying strata on, in or under the Property or any adjoining property and thereby causing subsidence and without being liable for any injury or damage to the owner of the superincumbent soil and to said soil or anything therein or thereon from any and all causes whatsoever or for surface subsidence caused by mining out or removing the Minerals or from not leaving pillars or artificial supports under the Property; (ii) the right to exercise all of the foregoing rights without liability for any damage or injury to the surface, any other minerals or strata, or any waters, streams, facilities, improvements or anything else thereon or thereon or that may be placed thereon or therein in the future; (iii) the right to use any strata, openings, passageways, voids and spaces created by the mining and/or removal of the Minerals or existing prior to such mining and removal for transporting or storing people, Minerals, materials, and equipment and Minerals and materials mined and/or removed from other lands and for any other purpose whatsoever including without limitation the disposal of slurry, coal combustion materials, and any other substance or material which lawfully may be placed in any underground void; (iv) the right to use any and all voids, geologic formations, coal or other Mineral seams or strata for all lawful purposes including without limitation carbon dioxide sequestration; (v) the right of ingress and egress and regress at all times for the purpose of conducting subsidence mitigation and restoration work and for reconstruction of drainage patterns which may be necessary to correct any material damage resulting from subsidence to the Property and nearby or adjacent lands and for the purpose of engineering, reclaiming, surveying, inspecting, drilling, exploring, and performing such other operation or activity as may be required by law or regulation (either now existing or hereafter imposed); (vi) all mining, removal, development, production and transportation rights, easements, privileges, and options appurtenant to the title of the Minerals and owned by Grantor, whether express or implied, as the same may apply to the mineral estate and the overlying surface and strata; and (vii) the right to vent, flare, collect, harvest, develop, produce, remove and market methane, gob gas, coal seam gas and/or horizontal borehole gas.

RECORDER

The real estate situate in Montgomery County, Illinois for or in regard to which the Rights are conveyed and warranted or with which the Rights herein conveyed and warranted are associated or connected ("Property") is described as follows:

All of the tracts, parcels and property described in the various deeds or other instruments set forth and listed on Exhibit A which is attached hereto and made a part hereof.

In some or all instances the legal descriptions set forth on Exhibit A have been shortened. The intent of this Special Warranty Deed is for Grantor to transfer and convey to Grantee all right, title and interest of Grantor in and to all the Rights for the Property described in the various deeds or other documents set forth and listed on Exhibit A.

Subject to all easements, conditions and restrictions, whether of record or visible upon inspection, and all leases of record.

This transaction and the conveyance herein are exempt from the transfer tax under 35 ILCS 200/31-45 paragraph (c) since this is a deed where the actual consideration is less than one hundred dollars (\$100.00).

*[Signature and Notary Acknowledgments appear on following page.]*

Dated this 12<sup>th</sup> day of August, 2010.

Grantor: Montgomery Land Company, LLC

By: Donald R. Holloms

Its: Authorized Person

STATE OF WEST VIRGINIA )  
 ) SS.  
COUNTY OF KANAWHA )

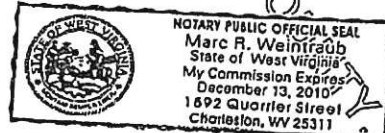
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that DONALD R. HOLLOMS, personally known to me to be the Authorized Person of Montgomery Land Company, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as the Authorized Person of said limited liability company, pursuant to authority given, as his free and voluntary act and as the free and voluntary act and deed of said company, 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 12 day of August, 2010.

Marc R. Weintraub  
Notary Public

My Commission Expires: 12-13-2010

Send Tax Statement to:  
Sugar Camp Energy, LLC  
208 Public Square, 4<sup>th</sup> Floor  
Benton, Illinois 62812



Prepared by:  
Elizabeth Dow, Esq.  
Bailey & Glasser, LLP  
1003 Western Avenue  
Joliet, Illinois 60435

Doc No	Document	Parcel No	Description	Sq. Lvs	Acres	Address
18	Warranty Deed	Bk1246P483	04-000-807-00	17-18-200-001	PT NE	
18	Warranty Deed	Bk1315P194	04-000-809-00	17-18-200-002	E 200' of NE	
18	Warranty Deed	Bk1226P56	04-000-817-00	17-18-300-006	E 1/2 Fract SW & W 1/2 SE	
18	Trustee's Deed	Bk1310P122	17-18-400-008	E/2 SE & E/2 W/2 SE		
<b>Section 19 Township 8 North Range 3 West Montgomery County Illinois</b>						
19	Warranty Deed	Bk1226P56	04-000-822-00	17-19-100-009	NW 1/4 N of IL 185	
19	Warranty Deed	Bk1226P56	04-000-817-00	17-19-200-002	NE NE	
19	Warranty Deed	Bk1246P402	04-000-818-00	17-19-200-003	SE NE	
19	Trustee's Deed			PT W/2 NE LYG N of HWY Beg INT		
19				W LN & NE LN HWY, SE400'		
19				N 210', W350', to POB		
19				W 1/2 NE 1/4 N of Hwy (ex beg int		
19				W in & NE in hwy, SE 400', N 210'		
19				W350' to POB)		
<b>Section 20 Township 8 North Range 3 West Montgomery County Illinois</b>						
20	Warranty Deed	Bk1247P5	04-000-835-00	17-20-100-001	NW NW	
20	Warranty Deed	Bk1246P402	17-20-100-002	SW NW		
20	Warranty Deed	Bk1345P411	17-20-100-003	NE NW		
20	Warranty Deed	Bk1345P411	17-20-200-001	NW NE		
<b>Section 12 Township 8 North Range 4 West Montgomery County Illinois</b>						
12	Trustee's Deed	Bk1214P115	08-100-224-00	16-12-284003	PT NE 1/4 beg SE cor NE 1/2 NW 1/4 to Sely N- RR SWly to S in of NE 1/4 E to POB	
12	Trustee's Deed	Bk1214P115	08-100-224-00	16-12-281-004	SE LYG E of RR	
12	Trustee's Deed	Bk1214P115	08-100-224-00	16-12-281-004	SE LYG E of RR	
<b>Section 13 Township 8 North Range 4 West Montgomery County Illinois</b>						
13	Trustee's Deed	Bk1309P497	16-13-177-007	1.40ac TR in SE & EX		
13	Trustee's Deed	Bk1309P497	16-13-200-002	NE ex 8 8/10ac		
13	Trustee's Deed	Bk1309P497	16-13-400-002	N end E/2 SE		
13	Warranty Deed	Bk1354P368	16-13-177-002	PT. E. Pl. NW		
13	Warranty Deed	Bk1354P368	16-13-200-001	PT. NE		

ORDER

200900050056  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
02-11-2009 At 09:14 am.  
Land Register 39.00  
OR Book 1302 Page 89 - 92  
RHSP Surcharge 10.00  
  
Instrument Book Page  
200900050056 OR 1302 89

DUPLICATION PROHIBITED, FROM THE CLERK OF MONTGOMERY COUNTY, IL RECORDER

## Certified Land Register

As to the East One-Half (E1/2) of the Northeast Quarter (NE1/4) of  
Section Nineteen (19), Township Eight (8) North, Range Three (3) West  
of the Third Principal Meridian, situated in Montgomery County, Illinois.

17-19-200-002

17-19-200-003

12333 Illinois Route 185 Hillsboro, Illinois 62049

# STATE OF ILLINOIS

## OFFICE OF THE SECRETARY OF STATE

*To all to whom these Presents Shall Come, Greeting:*

I, JESSE WHITE, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of the United States General Land Office of Records for Illinois – Edwardsville Land District Office, originating from the Record Series 952.173; Monthly Abstract of Land Located on Military Land Warrant Certificates dated October 9, 1847 – June 15, 1855, Volume 351, Page 160, from the records of the Illinois State Archives.

DUPLICATION PROHIBITED FROM MONTGOMERY COUNTY, IL RECORDER

*In Testimony Whereof I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois,  
Done at the City of Springfield this 23rd day of October A.D. 2008*



*Jesse White*

SECRETARY OF STATE



**MONTHLY ABSTRACT** of locations on Public lands, "subject to private at Edwardsville on military land warrant certificates, issued pursuant to certain officers and soldiers," &c., approved September 28th, 1850.

DUPLICATION PROHIBITED

Recorder's and Receiver's No.	Number of the Warrant.	WARRANT CERTIFICATE.		IN WHOSE FAVOR.	TRACT		
		Date.	No. of Acres.		Quarter Section, or part of Quarter Section.		
72 ✓	447150	9363	June 10 1857	40 Artemas W. Knapp	SW 4	NE 4	20
73 ✓		8355	June 14 1857	160 Thomas W. Hensley	SW 4	NE 4	18
74 ✓		4722	June 3 1857	160 William H. David	SE 2	SW 4	21
					SW 4	SW 4	30
					NW 4	NW 4	27
75 ✓		5137	June 19 1857	160 Samuel Isaacs	SW 4	SW 4	17
					SE 2	NE 4	19
					NW 4	NW 4	30
76 ✓		5637	June 7 1857	40 M. King's Turner	NW 4	SE 4	21
77 ✓		5357	April 21 1857	80 Joshua Barber	Lot No. 1	NW 4	30
78 ✓		8462	June 19 1857	80 Stephen Colla	W 2	NW 4	3
79 ✓		9768	June 10 1857	40 Oliver W. Hall	SE 4	NW 4	13
80 ✓		1508	February 25 1857	160 William Lerner	W 2	NW 4	2
					SE 4	NE 4	3
					SW 4	SW 4	35
81 ✓		9668	June 20 1857	40 Thomas Sturdevant	SW 4	SE 4	9
82 ✓		4323	April 18 1857	80 John Cooper	SE 2	NE 4	24
83 ✓		4908	May 20 1857	80 Joseph Hunter	SE 2	NE 4	20
84 ✓		8632	June 7 1857	40 Lewis Solomon Jr	NE 4	SE 4	25
85 ✓		9394	June 10 1857	40 Edward Thomas	NE 4	SE 4	12
86 ✓		3209	March 24 1857	80 Samuel Isaacs	SW 2	NW 2	SW 2
87 ✓		7050	May 23 1857	80 Thomas L. M. Lile	Lot No. 1	SW 4	6
88 ✓		8043	May 24 1857	40 William Miles	SE 4	NE 4	24
89 ✓		1141	February 13 1857	80 James Westervelt	W 2	Lot No. 2	NW 4
90 ✓		15	January 25 1857	80 Samuel G. Rockwell	W 2	SE 4	25
91 ✓		9974	June 11 1857	40 John Deberry	SE 4	NE 4	12
92 ✓		9871	June 16 1857	40 Elizabeth M. Phail, and of Malcolm M. Phail ad.	SW 4	SE 4	30
93 ✓		8857	June 20 1857	40 William (Grundy)	SE 4	SW 4	17
94 ✓		9509	June 3 1857	40 Israel Fogelman	SE 4	SE 4	30
95 ✓		6415	June 2 1857	40 Obed S. Snow	NE 4	NW 4	2
96 ✓		8170	June 7 1857	40 William Lewis	NW 4	NW 4	25
97 ✓		8858	June 20 1857	40 James Cochran	SW 4	NE 4	19
98 ✓		9287	June 6 1857	40 John Waldrop	NE 4	SW 4	11

We Certify that the foregoing is a true abstract of the locations consummated at this Office up to date.

\*This No. may be in red ink, endorsed on the warrant certificate at the foot of it, to show the progress in satisfying them at each office.

entry," made for the month ending *July 31st. 1857.* at the Land Office,  
to the 3d Section of the Act of Congress, entitled "An act granting bounty lands

Instrument Book Page  
200900050056 OR 1302 92

DUPLICATION PROHIBITED  
 PROPERTY

LOCATED.			DATE OF LOCATION.	BY WHOM LOCATED.	REMARKS.
Township.	Range.	Contents.			
9	5	40	July 1. 1857	Artemus W. Knapp	
7	4	40	July 3. 1857	Thomas W. Meady	
	3	160	July 4. 1857	William Mc Davis	
		160	July 4. 1857	Samuel Isaacs	
8	3	40	July 4. 1857	W. Kinged Turner	
3	4	80	July 5. 1857	Joshua Barker	
13	4	87 <sup>75</sup>	July 8. 1857	Stephen Solla	Excess paid Receiver
10	6	40	July 8. 1857	Oliver W. Hall	
5	7				
6	7	169 <sup>75</sup>	July 8. 1857	William & Samuel	Excess paid Receiver
9	4	40	July 9. 1857	Thomas Sturtevant	
13	4	80	July 12. 1857	John Cooper	
4	4	80	July 12. 1857	Joseph Hunter	
11	9	40	July 12. 1857	Leidy Solomon jr	
13	12	40	July 14. 1857	Edward Thomas	
8	3	80	July 17. 1857	Samuel Isaacs	Wounded
13	6	80	July 18. 1857	Thomas P. Mc Gill	
4	4	40	July 19. 1857	William Miles	
9	4	79 <sup>75</sup>	July 23. 1857	James Westervelt	
10	4	80	July 23. 1857	Samuel S. Rockwell	
11	8	40	July 24. 1857	John Cherry	
8	5	40	July 25. 1857	Elizabeth M. Phail	
7	3	40	July 25. 1857	William Young	
8	5	40	July 28. 1857	Isaac Fogelman	
8	5	39 <sup>75</sup>	July 28. 1857	Oliver S. Snow	
9	5	40	July 30. 1857	William Fenno	
8	5	40	July 31. 1857	James Lockerman	
8	5	40	July 31. 1857	John Waldrop	

together in book form, for the transcription of the Abstract at the end of every month.

RECORDER

Land Office at Edwardsville Sept. 30th 1857

*Whitely* Register.

*B. Johnson* Receiver.

**CITY OF HILLSBORO**

201200004720  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
11-20-2012 At 03:06 pm.  
ANNEX/PLAT 106.00  
OR Book 1523 Page 212 - 222  
RHSP Surcharge 10.00

Instrument Book Page  
201200004720 OR 1523 212

*Slide 355*

**ORDINANCE NO. 1573**

**AN ORDINANCE ANNEXING  
CERTAIN LAND TO THE  
CITY OF HILLSBORO, ILLINOIS  
(HILLSBORO ENERGY LLC)**

**CITY OF HILLSBORO  
HILLSBORO, ILLINOIS**

Published in pamphlet form by authority of the City Council  
of the City of Hillsboro, Illinois, this 18<sup>th</sup> day of November, 2012.

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

ORDINANCE NO. 1573

**AN ORDINANCE ANNEXING CERTAIN LAND  
TO THE CITY OF HILLSBORO, ILLINOIS**

**WHEREAS**, on November 16, 2012, a Petition for Annexation pursuant to Section 7-1-8 of the Illinois Municipal Code was filed by Hillsboro Energy LLC with the corporate authorities of the City of Hillsboro, Illinois; and a copy of the petition is attached hereto;

**WHEREAS**, the property sought to be annexed (the "Property") is legally described as follows:

**SEE ATTACHED EXHIBIT A**

**WHEREAS**, a Plat of Annexation of the Property is attached to the Petition for Annexation;

**WHEREAS**, the Petition for Annexation states that the Petitioner is the sole owner of record of the Property and that no electors reside on the territory, or that it comprises more than 51% of the electors residing therein;

**WHEREAS**, the Property does include a highway under the jurisdiction of a township, and therefore notice to the townships has been provided;

**WHEREAS**, the subject property does not lie in a fire protection district, and the property is not in a library district, such that no notice to any fire protection district or public library district is required;

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, ILLINOIS RECORDER

WHEREAS, the corporate authorities of the City of Hillsboro find it to be in the best interest of the City of Hillsboro to annex the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The Property is hereby annexed to the City of Hillsboro.

SECTION 2: This Ordinance is effective immediately.

SECTION 3: The City Clerk shall forthwith cause this Ordinance to be recorded with the Recorder of Deeds of Montgomery County and with the County Clerk of Montgomery County, and shall send a copy by registered mail to the post office branch serving the territory.

PASSED this 19th day of November, 2012.

John A. Downs  
MAYOR JOHN A. DOWNS

ATTEST:

Daniel A. Booker  
City Clerk

AYES: 5  
NAYS: 0  
PASSED: 5-0  
APPROVED: 5-0  
ABSENT: 0

DUPPLICATE PROHIBITED PROPERTY MONTGOMERY COUNTY, IL RECORDER

**PETITION FOR ANNEXATION**

Hillsboro Energy LLC ("Petitioner"), hereby petitions the City of Hillsboro, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, the legal description of which is as follows:

**SEE ATTACHED EXHIBIT A**

A plat of annexation of such territory is attached hereto.

Petitioner hereby states as follows:

1. The above-described territory is contiguous to the City of Hillsboro.
2. The above-described territory is not within the corporate limits of any other municipality.
3. The Petitioner is the sole owner of record of the above-described territory, and there are no electors residing therein.

WHEREFORE, Petitioner hereby requests that the above-described territory be annexed to the City of Hillsboro, Montgomery County, Illinois.

*John Mick*  
HILLSBORO ENERGY LLC, Petitioner  
By It's Authorized Officer or Representative

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY RECORDER



DUPLICATION PROHIBITED

**EXHIBIT A**

November 13, 2012  
**DEER RUN MINE**  
**ANNEXATION LEGAL DESCRIPTION**  
**1679.80 ACRES**

Part of Sections 7, 8, 17, 18, 19 and 20 in Township 8 North, Range 3 West and part of Sections 12 and 13 in Township 8 North, Range 4 West, all of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

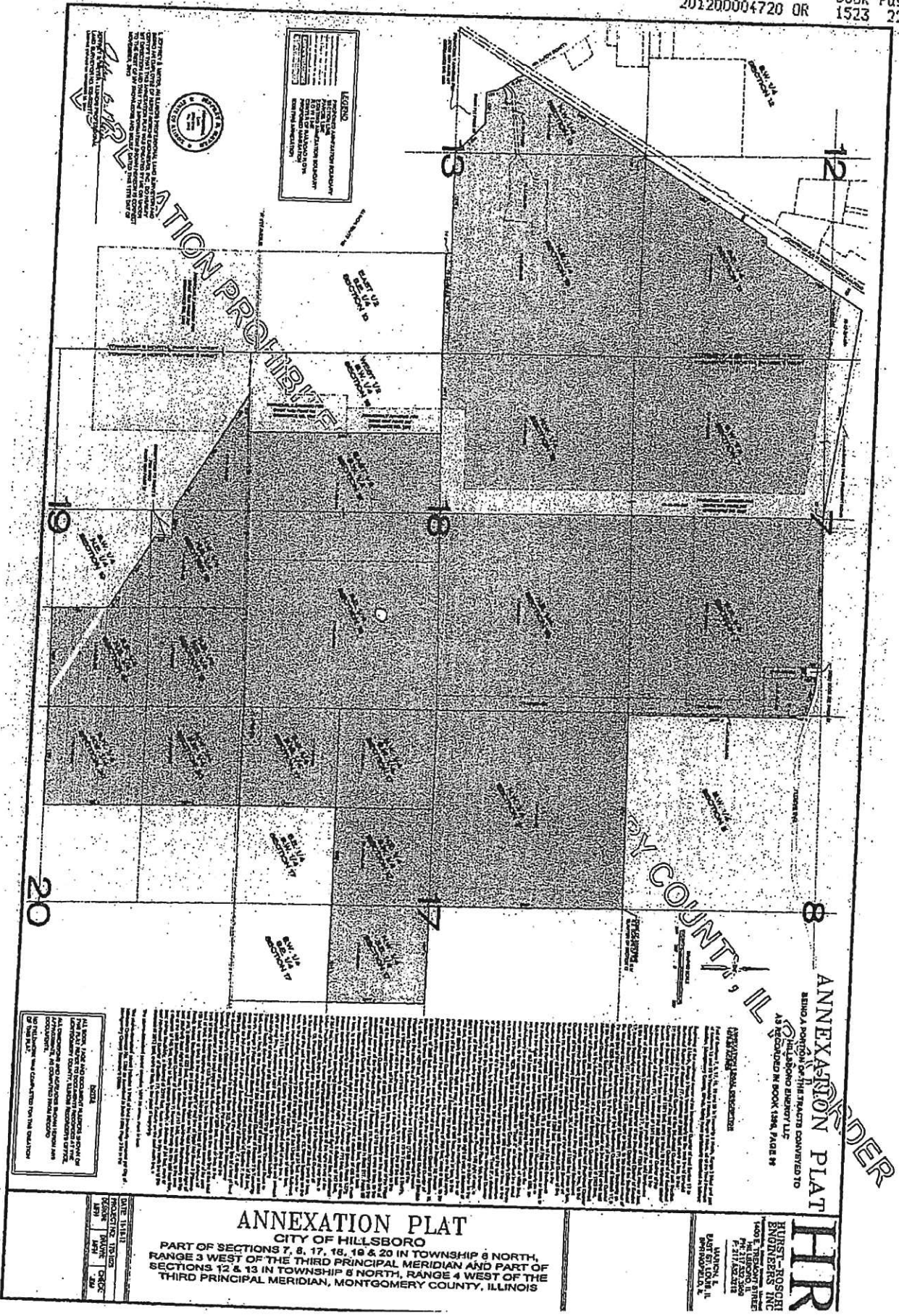
Beginning at the northeast corner of the Northwest Quarter of said Section 17 in Township 8 North, Range 3 West; thence Southerly on the east line of the said Northwest Quarter of Section 17, a distance of 2666 feet, more or less, to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 17; thence Easterly on the north line of the said Northwest Quarter of the Southeast Quarter of Section 17, a distance of 1321 feet, more or less, to the northeast corner thereof; thence Southerly on the east line of the said Northwest Quarter of the Southeast Quarter of Section 17, a distance of 1341 feet, more or less, to the southeast corner thereof; thence Westerly on the south line of the said Northwest Quarter of the Southeast Quarter of Section 17, a distance of 1324 feet, more or less, to the southeast corner of the Northeast Quarter of the Southwest Quarter of Section 17; thence Westerly on the south line of the said Northeast Quarter of the Southwest Quarter of Section 17, a distance of 1326 feet, more or less, to the northeast corner of the Southwest Quarter of the Southwest Quarter of Section 17; thence Southerly on the east line of the said Southwest Quarter of the Southwest Quarter of Section 17, a distance of 1338 feet, more or less, to the northeast corner of the Northwest Quarter of the Northwest Quarter of Section 20; thence Southerly on the east line of the said Northwest Quarter of the Northwest Quarter of Section 20, a distance of 1333 feet, more or less, to the northeast corner of the said Southwest Quarter of the Northwest Quarter of Section 20; thence Southerly on the east line of the said Southwest Quarter of the Northwest Quarter of Section 20, a distance of 1333 feet, more or less, to the southeast corner thereof; thence Westerly on the south line of the said Southwest Quarter of the Northwest Quarter of Section 20, a distance of 1320 feet, more or less, to the southeast corner of the said Southeast Quarter of the Northeast Quarter of Section 19; thence Westerly on the south line of the said Southeast Quarter of the Northeast Quarter of Section 19, a distance of 1328 feet, more or less, to the southwest corner thereof; thence Northerly on the west line of the said Southeast Quarter of the Northeast Quarter of Section 19, a distance of 759 feet, more or less, to the northeasterly

**HURST-ROSCHÉ ENGINEERS, INC.**

1400 East Tremont Street Hillsboro, Illinois 62049 - Phone 217/532-3959

RECORDED





LETTERS & MARKS ON LEGAL INSTRUMENTS MUST BE PLACED IN THE MARGINS OF THE INSTRUMENT. THE INSTRUMENT MUST BE PLACED IN THE MARGINS OF THE INSTRUMENT. THE INSTRUMENT MUST BE PLACED IN THE MARGINS OF THE INSTRUMENT.



**LEGEND**  
 THE INSTRUMENT MUST BE PLACED IN THE MARGINS OF THE INSTRUMENT. THE INSTRUMENT MUST BE PLACED IN THE MARGINS OF THE INSTRUMENT.

ANNEXATION PLAT  
 CITY OF HILLSBORO

ANNEXATION PLAT  
 CITY OF HILLSBORO  
 PART OF SECTIONS 7, 8, 12, 13, 17, 18, 19 & 20 IN TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTIONS 12 & 13 IN TOWNSHIP 8 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONTGOMERY COUNTY, ILLINOIS

ALL RIGHTS RESERVED BY THE CITY OF HILLSBORO. THE INSTRUMENT MUST BE PLACED IN THE MARGINS OF THE INSTRUMENT. THE INSTRUMENT MUST BE PLACED IN THE MARGINS OF THE INSTRUMENT.

**ANNEXATION PLAT**  
**CITY OF HILLSBORO**  
 PART OF SECTIONS 7, 8, 12, 13, 17, 18, 19 & 20 IN TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTIONS 12 & 13 IN TOWNSHIP 8 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONTGOMERY COUNTY, ILLINOIS

**HURST-ROSCHE ENGINEERS, INC.**  
 1000 N. W. 10th St.  
 Ft. Lauderdale, FL 33304  
 PH: 754.347.2300  
 FAX: 754.347.2301  
 WWW.HURSTROSCHE.COM

DATE	11/11/11
PROJECT	TO 100
BY	100
CHECK	100
DATE	11/11/11



COMPILED  
DUPLICATION

STATE OF ILLINOIS  
HERSH BURNER, Governor  
DEPARTMENT OF PUBLIC WORKS AND BUILDINGS  
DIVISION OF HIGHWAYS  
SPRINGFIELD, ILLINOIS

Maggie Isaacs  
F.A. Route 140 Sec. 405-0  
County Montgomery  
L. & R. B'n. 157+25 LoSta. 170+1

Dedication of Right of Way for Public Road Purposes

This Indenture Witnesseth, That the Grantor, Maggie Isaacs a widow

of the County of Montgomery and State of Illinois for and in consideration of the sum of Forty & no/100 Dollars (\$50.00) 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 Montgomery and State of Illinois, and described as follows:

All that portion of the SE 1/4 of the NE 1/4 of Section 19, T. 8 N., R. 3 W. of the 3rd P.M. Contained in a strip of variable width described as follows:

Beginning in the west line of said SE 1/4 of the NE 1/4 of Section 19 as a strip eighty (80) feet wide, being forty (40) feet on each side of the centerline for a highway known as Federal Aid Route 140 as said centerline is now surveyed and staked out by the Department of Public Works and Buildings of the State of Illinois and extending southeasterly a distance of four hundred eighty four (484) feet, measured along said centerline, thence continuing to the south line of said SE 1/4 of the NE 1/4 of Section 19 as a strip eighty five (85) feet wide, being forty five (45) feet on the northeasterly side and forty (40) feet on the southwesterly side of said highway centerline.

All the above being shown by plat recorded in the Recorder's records of Montgomery County, Illinois, in Plat Book 1, Page 109.

Full right, power and authority is hereby granted, conveyed and dedicated to the grantee herein to plant, grow, cultivate and maintain trees, plants and shrubs or any of them and also to do and perform any other lawful acts of highway landscaping which may be considered proper by the grantee on the above described tract of land.

containing 739/1000 of an acre, more or less, exclusive of the existing highway.

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 hereunto to pay upon demand.

IN WITNESS WHEREOF, The Grantor, hereunto set her hand and seal, this 29th day of July, A. D. 1940.

Maggie Isaacs (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF Illinois ss. County of Montgomery I, A. P. Roscoe, Notary Public in and for said County and State, DO HEREBY CERTIFY that Maggie Isaacs, a widow

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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of July, A. D. 1940. A. P. Roscoe, Notary Public Montgomery Co., Ill.

STATE OF Illinois ss. County of Montgomery I, Notary Public in and for said County and State, 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.

Given under my hand and notarial seal, this day of A. D. 19

Filed for record, the 3rd day of Oct. A. D. 1940, at 3:00 o'clock P. M.

DUPLICATION OF REGISTERED PROPERTY

Form 153-14  
Dav. 3-52

ILLINOIS POWER COMPANY  
EASEMENT

The Grantors Charles Leach and Dorothy Leach, his wife  
of Montgomery County, Illinois, for One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, do hereby grant unto ILLINOIS POWER COMPANY, an Illinois Corporation, its successors and assigns, the right and easement to enter upon the land of the Grantors described as follows: That part of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  lying North and East of the center line of State Route #185

situated in Sec. 19 North, Range 3 West of the 3rd Principal Meridian, in Montgomery 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.

Provides for poles and one anchor as presently located in and along the Northeast ~~poles, poles and anchors shall be set upon or over public highways adjoining said land where practicable~~ right-of-way line of Route #185 and Southwest line of the above described property.

The Grantors do hereby covenant that they own the above described lands, and that the same are free of incumbrances and liens of whatsoever character except

DATED this 3rd day of November, 1960.

(SEAL) X Charles Leach (SEAL)  
(SEAL) X Dorothy Leach (SEAL)  
(SEAL) \_\_\_\_\_ (SEAL)  
(SEAL) \_\_\_\_\_ (SEAL)

STATE OF ILLINOIS )  
COUNTY OF Montgomery ) SS

I, Chas. E. Stahl, a Notary Public in and for the said County in the State aforesaid, do hereby certify that

Charles Leach and Dorothy Leach, his wife

personally known to me to be the same person whose names Charles Leach and Dorothy Leach 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.



Witnessed and signed under my hand and Notarial Seal this 8th day of November, A.D. 1960

My Commission Expires  
July 18, 1961

Chas. E. Stahl  
Notary Public

No. 38117

Filed for Record NOV 30 1960 at 11:00 A.M.

Joe H. Williams Recorder

DUPLICATION PROHIBITED

BOOK 89 PAGE 195  
EASEMENT

W.O. 48642  
Tract 14

210915

The undersigned Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell, Convey and Warrant unto the ILLINOIS POWER COMPANY, an Illinois Corporation, Grantee, its successors and assigns, the right and easement to lay, operate, maintain, patrol, renew, alter, remove and re-lay a pipeline at a minimum depth of 30 inches, and all other equipment appurtenant thereto, for the transportation of gas through, over, and across certain lands owned by Grantors, situated in the County of Montgomery, State of Illinois, and described as follows:

The Southwesterly 30 feet of even width of that part of the Southeast Quarter of the Northeast Quarter of Section 19, Township 8 North, Range 3 West of the Third Principal Meridian, lying Northeastly of the Northeastly right of way line of State Route 185 (F.A. Route 140);



including the right to clear said easement of obstacles and obstructions. Grantors further grant the right to use for said purposes the adjacent roads, streets and alleys and the right to use reasonable working space adjacent to said easement during construction and maintenance of said pipeline, and the right of ingress to and egress from said easement for the purposes aforesaid over existing roadways or over a route designated by the Grantors.

Grantee, ILLINOIS POWER COMPANY, shall repair any damage to property of Grantors, or pay any substantial damages which may be caused to property of Grantors in the process of laying, construction, reconstruction, maintenance, renewal or removal of said pipeline; said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each Grantors and Grantee, their heirs, successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive as to the facts, and Grantee shall immediately pay such damages.

Grantors hereby reserve the right to make other uses of the land within said easement provided that such uses shall not interfere with said gas pipeline and shall not create hazardous conditions and Grantors shall not excavate or erect permanent structures thereon.

This instrument is executed and accepted with the express understanding that the Grantee herein is not bound to do or perform any act, or pay any consideration except as herein expressly provided. Gas service for said premises will be provided subject to the rules, rates, and regulations on file with the Illinois Commerce Commission.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of this State.

WITNESS the hand and seal of the Grantors this 21st day of December, 1945.

(SEAL)

Dorothy L. Leach

(SEAL)

(SEAL)

(SEAL)



ACCEPTED:  
ILLINOIS POWER COMPANY

By Lawrence L. Barber  
Real Estate and Tax Agent

Secured by: \_\_\_\_\_

DUPLICATION FROM ORIGINAL

FORM 153  
11-65

BOOK 89 PAGE 196

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to the Grantor as therein provided, hereby adopts and joins in the execution of same and consents to the enjoyment by the Grantee of the rights granted therein.

Dated: \_\_\_\_\_

Edmund J. ...  
Tenant

STATE OF Illinois  
COUNTY OF Montgomery

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Dorothy Libeski, a widow 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 seal this 22 day of December, A. D., 1965.

Edmund J. ...  
Notary Public

My Commission Expires July 17, 1969

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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 seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

TO \_\_\_\_\_  
As legal holder and owner of all the notes or other evidences of indebtedness secured by mortgage or deed or trust, dated the \_\_\_\_\_ day of \_\_\_\_\_ recorded in the Recorder's Office of \_\_\_\_\_ County, \_\_\_\_\_ in book \_\_\_\_\_, page \_\_\_\_\_, as Document No \_\_\_\_\_, the undersigned hereby consent(s) and join(s) in the granting to said Company of the within and foregoing right-of-way easement.

WITNESSED BY:

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL) (SEAL)

Dated \_\_\_\_\_

STATE OF ILLINOIS  
MONTGOMERY COUNTY  
Filed for record  
FEB 14 1966  
9.00  
Recorded in book 89  
of \_\_\_\_\_  
of \_\_\_\_\_  
Edmund J. ...  
Notary Public

210915

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
RIGHT-OF-WAY EASEMENT

284240

Coffeen  
Easement Tract 7

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Dorothy L. Leach, now Dorothy L. Dunkirk and Shirley W. Dunkirk

hereinafter referred to as GRANTOR, by City of Coffeen  
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove

a water line and appurtenances

over, across, and through the land of the GRANTOR situate in Montgomery County,  
State of Illinois, said land being described as follows:

The SE 1/4 of the NE 1/4 of Section 19 and the SW 1/4 of the NW 1/4 of Section 20, T.8N., R.3W., of the 3rd P.M.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 10 feet in width, the center line of which is described as follows:

A line 5 ft. south of and parallel with the southerly R.O.W. line of Illinois Route 185 across the above described tract; and a 30 ft.

temporary construction easement which is south of and contiguous with the above described permanent easement.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 6<sup>th</sup> day of April

19 83

STATE OF ILLINOIS }  
MONTGOMERY COUNTY } SS  
Filed for Record

OCT 24 1983  
hour of 10:30 a.m.  
recorded in book 144 page Miss

CPD 819-707

Clifton Kimbro  
RECORDER

Dorothy L. Dunkirk (SEAL)  
Shirley W. Dunkirk (SEAL)

DUPLICATION

BOOK 65 PAGE 325  
OIL AND GAS LEASE

IL 6991

PRODUCERS 88 REV.-ILL. A

THIS AGREEMENT made this 21st day of October, 1955, between  
Maggie Isaacs, a widow  
of 800 1/2 South 5th, Springfield, Illinois  
herein called lessor (whether one or more), and  
Magnolia Petroleum Company, lessee:

1. Lessor, in consideration of Ten and No/100 Dollars (\$ 10.00) in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, waters, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases, and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Montgomery County, Illinois, to-wit:

Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) Section 19

Section 19, Township 8 North, Range 3 West, of the Principal Meridian, and containing 40 acres, more or less.

Notwithstanding any particular description, it is nevertheless the intention of lessor to include within this lease, and he does hereby lease, not only the lands so described, but also any and all other land owned or claimed by lessor in the herein named section or sections or in adjoining sections and adjoining herein described land up to the boundaries of the abutting landowners. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 40 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land with which said land is pooled.  
3. The royalties to be paid by lessee are: (a) on oil, and on other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, and one-tenth of that produced and saved from the pipe line to which the wells are connected; lessor's interest in either case shall bear its proportion of any expenses for treating oil to make it marketable as crude; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used on the premises or in the manufacture of gasoline or other product therefrom, the market value at the mouth of the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; and (c) at any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, fertilizer or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut in before or after production therefrom, lessee or any assignee hereunder may pay or tender an advance annual royalty payment of Fifty Dollars (\$50.00) for each such well, and if such payment or tender is made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities for the term of ninety (90) days from the date such payment or tender is made, and in the manner subsequent advance annual royalty payments may be made or tendered and it will be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities during any annual period for which such royalty is paid or tendered; such advance royalty may be paid or tendered in the same manner as provided herein for the payment or tender of delay rentals; royalty accruing to the owners thereof on any production from the leased premises during any annual period for which advance royalty is paid may be credited against such advance payment; and when there is a shut-in gas well or wells on the leased premises if this lease is not continued in force under some other provision thereof, it shall nevertheless continue in force for a period of ninety (90) days from the last date on which a gas well located on the leased premises is shut in, or for ninety (90) days following the date to which this lease is continued in force by some other provision thereof, as the case may be, within which ninety-day period lessee or any assignee hereunder may commence or resume the payment or tender of the advance royalty as herein provided.  
4. If operations for drilling are not commenced on said land or on land pooled therewith or before one (1) year from this date, this lease shall terminate as to both parties, unless on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of forty and No/100 Dollars (\$ 40.00) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like payments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, expiring the primary term. Payment or tender may be made to the lessor or to the

Montgomery County National Bank of Hillsboro, Illinois

5. Lessee is hereby granted the right to pool or unitize this lease, the land covered by it or any part thereof with any other land, lease or leases or parts thereof, for the production of oil, liquid hydrocarbons and all gases and their respective constituent products, or any of them, in a unit for the production of oil shall embrace more than forty (40) acres, except in cases where it may be necessary or convenient to conform a unit to survey subdivisions such unit may contain not to exceed forty-five (45) acres; provided, however, that if any Federal or State law, Executive order, rule or regulation shall prescribe a spacing pattern for the production of the field or allocate a producing allowable on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation or allowable. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. Such units may be designated either before or after the completion of wells. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production were from the land described in this lease, whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit as if it were included in this lease. If one of the royalties herein provided for shall be binding upon lessor, it shall be binding only upon such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

6. If, prior to discovery of oil, gas, casinghead gas, casinghead gasoline, or any liquid hydrocarbons on said land or land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if lessee commences reworking or additional drilling operations within sixty (60) days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the expiration date next ensuing after the expiration of three (3) months from date of completion and abandonment of said dry hole or holes or the cessation of production. If a dry hole is abandoned at any time during the last fifteen (15) months of the primary term and prior to discovery of oil, gas, casinghead gas, casinghead gasoline, or any liquid hydrocarbon on said land or land pooled therewith, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, oil, gas, casinghead gas, casinghead gasoline, or any liquid hydrocarbon is not being produced on said land or land pooled therewith but lessee is then engaged in operations for drilling or reworking of any well thereon, this lease shall remain in force so long as drilling or reworking operations are prosecuted (whether on the same or different wells) with no cessation of more than sixty (60) consecutive days, and if they result in production, so long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any liquid hydrocarbon is produced from said land or land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the lessee, when not fraudulently exercised, in carrying out the purposes of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas, and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth. Lessee shall pay for damages caused by its operations to growing crops on said land. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon lessee for any purpose until such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original lessor. In the event of an assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such lessee or assignee or fail to comply with any other provision of the lease, such default shall not affect this lease in so far as it covers a part of said lands upon which lessee or any assignee thereof shall make payment of said rentals.

9. When drilling or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of lessee, the time of such delay or interruption shall not be counted against lessee. Lessee shall not be held liable in damages for failure to comply with any express or implied covenant of this lease if compliance is prevented by, or if such failure is the result of, any Federal or State law, Executive order, rule or regulation, or municipal ordinance.  
10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward the payment of same. Where the title to the leased premises is in dispute, it is agreed that if lessor or any assignee thereof owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately should any one or more of the parties named above as lessors fail to execute this lease. It shall nevertheless be binding upon the party or parties executing the same.  
11. The undersigned lessor, for themselves, their heirs, executors, administrators, successors, hereby surrender, release and waive all right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, we sign the day and year first above written.  
WITNESSES:  
W. H. Moss  
Gessie B. Adams  
Cora Harper  
Maggie Isaacs  
Maggie Isaacs

Consideration  
No 1



DUPLICATE

THE STATE OF ILLINOIS  
 COUNTY OF Montgomery  
 I, Charles L. Cook, a Notary Public in and for said Jefferson County and State, do hereby certify that Maggie Isaacs, a widow, 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 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 and dower.  
 Given under my hand and official seal this 24th day of October, A. D. 1955.  
 My commission expires: 12-31-57  
Charles L. Cook  
 Notary Public.

THE STATE OF ILLINOIS  
 COUNTY OF \_\_\_\_\_  
 I, \_\_\_\_\_, a Notary Public in and for said County and State, 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 he 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 and dower.  
 Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.  
 My commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public.

THE STATE OF ILLINOIS  
 COUNTY OF \_\_\_\_\_  
 I, \_\_\_\_\_, a Notary Public in and for said County and State, 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 he 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 and dower.  
 Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.  
 My commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public.

492  
 IL 6991  
 No. 1592/4

OIL AND GAS LEASE  
 ILLINOIS  
 MAGGIE ISAACS  
 TO  
 MAGNOLIA PETROLEUM COMPANY  
 MONTGOMERY COUNTY, ILLINOIS  
 Date \_\_\_\_\_, 19\_\_\_\_  
 Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
 No. Acres \_\_\_\_\_  
 County, Illinois \_\_\_\_\_  
 The State of Illinois \_\_\_\_\_ 1592/4  
 County of Montgomery  
 This instrument was filed for record in this  
 day 27 of November, 1955  
 at 8:00 o'clock A.M. and duly recorded in  
 Book 65 Page 325 of the records  
 of this office.  
Joe W. Williams  
 Register of Deeds.  
 Deputy.  
 When recorded \_\_\_\_\_  
 Return to 4.00  
 RETURN TO  
 MAGNOLIA PETROLEUM COMPANY  
 TITLE RECORDS DEPARTMENT  
 P. O. BOX 900 DALLAS 1, TEXAS

IL 6991

THE STATE OF ILLINOIS  
 COUNTY OF \_\_\_\_\_  
 I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names are respectively as \_\_\_\_\_ President and Secretary of \_\_\_\_\_, a corporation of the State of \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, 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.