



File Number: A211100

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 of Melinda Kimler]

By: [Handwritten signature of President]

ATTEST

[Handwritten signature of Secretary]

President

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: A211100

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

Part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian,

**EXCEPTING THEREFROM** the following described:

Commencing at the Southwest corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section, thence East along the South line of said Quarter Quarter Section 192 feet to the point of beginning, thence North 100 feet; thence West 637 feet, more or less to the Northerly right of way line of Illinois State Route 185; thence in a Southeasterly direction along said right of way line 193 feet, more or less, to the South line of the Northwest Quarter of the Northwest Quarter of said Section; thence East along the South line of said Quarter Quarter Section 472 feet, more or less to the point of beginning; situated in Montgomery County, Illinois.

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.**

PPN: 17-28-100-007 (part of) (Tract 6)

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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. We should be provided an accurate legal description of the property as listed in Schedule A, if said tract is to be severed from the remainder of the tract East of the Road commonly known as Route 185 in Montgomery County, Illinois.
17. 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.
18. Any installment of real estate taxes that are due and payable must be paid.
19. 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



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## **SCHEDULE B-I Requirements**

broker.

20. 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. 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 \$2,266.56.

NOTE: Parcel Identification Numbers are for informational purposes only.

8. Subject to the Certified Land Register dated February 23, 2009 and recorded May 14, 2009 as Document No. 200900052184. (For further particulars see record.)
9. Subject to any right of way, easement, dedication for Route 185, if any.  
  
Terms, powers, and provisions 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)
10. Dedication of Right of Way for Public Road Purposes to the People of the State of Illinois by instrument dated August 1, 1940, filed October 3, 1940 in Deed Record 175, Page 106. (For further particulars, see record)
11. Easement granted to Illinois Power Company by instrument dated December 27, 1965, filed February 14, 1966 in Misc. Record 89, Page 201 as Doc. No 210918. (For further particulars, see record)
12. Easement granted to Illinois Power Company by instrument dated May 31, 1968, filed June 20, 1968 in Misc. Record 99, Page 45 as Doc. No. 219518. (For further particulars, see record)
13. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
14. Utility and/or drainage easements, if any.



**SCHEDULE B- II  
Exceptions**

15. Easement for public and quasi-public utilities, if any.
16. Special Assessments dues which are not shown as existing liens by the public records.
17. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.
18. 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.
19. 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.
20. 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.
21. Rights of tenants in possession under unrecorded leases, if any.
22. 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.
23. 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: [Deed](#)

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>.

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201000059729  
 Filed for Record in  
 MONTGOMERY COUNTY, IL  
 SANDY LEITHEISER, COUNTY RECORDER  
 08-30-2010 At 10:31 am.  
 WARR DEED 115.00  
 OR Book 1399 Page 125 - 134  
 RHSP Surcharge 10.00  
 Instrument Book Page  
 201000059729 OR 1399 125

MC-0002	MC-0054
MC-0004	<del>MC-0057</del>
MC-0005	MC-0058
MC-0009	MC-0059
MC-0011	MC-0063
MC-0012	MC-0065
MC-0013	MC-0067
MC-0015	MC-0070
MC-0016	MC-0071
MC-0023	MC-0075
MC-0024	MC-0091
MC-0025	
MC-0028	
MC-0033	
MC-0035	
MC-0037	
MC-0038	
MC-0039	
MC-0040	
MC-0041	
MC-0042	
MC-0043	
MC-0044	
MC-0048	
MC-0050	
MC-0051	

STATE OF ILLINOIS  
 COUNTY OF MONTGOMERY

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SPECIAL WARRRANTY DEED

Grantor, Colt LLC, a West Virginia 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 New River Royalty, LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, as Grantee, the following described real estate situate in Montgomery County, Illinois ("Property"):

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.

**INTACT**

#33 MC-0102

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 (c) 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.]*

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

Grantor: Colt LLC

By: Donald R. Hollom

Its: Authorized Person

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

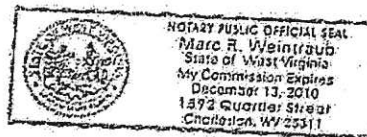
I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that DONALD R. HOLLOMB, personally known to me to be the Authorized Person of Colt LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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

ORDER

Mo. Co. Document	Parcel No.	Description	Acres	Sec	Twp	Range	Address
Warranty Deed	Bk1286P59	PT S/2 NW BEG SW Cor NW Sec N192' E219' SLY192.04' W213' to POB	0.95	26	8	3	7210 Coffeen Rd. Coffeen IL 62017
<b>Section 27 Township 8 North Range 3 West Montgomery County Illinois</b>							
Warranty Deed	Bk1342P404	17-27-200-001 NW NE		27	8	3	40.00 N 8th Ave & Coffeen Rd Hillsboro IL 62049
Warranty Deed	Bk1270P382	17-27-200-003 E 1/2 SW NE		27	8	3	20.00 N 8th Ave & Coffeen Rd Hillsboro IL 62049
Warranty Deed	Bk1259P439	17-27-200-006 SE NE		27	8	3	40.00 7225 Coffeen Rd Hillsboro IL 62049
Warranty Deed	Bk1274P228	17-27-300-011 Pt SE SW as described (sur)		27	8	3	1.87 15116 IL Rte 185 Coffeen IL 62017
Warranty Deed	Bk1274P228	17-27-400-003 E 3/4 N 1/2 SE ex N 50ft		27	8	3	57.75 Coffeen Rd Hillsboro IL 62049
Warranty Deed	Bk1274P228	17-27-400-005 SE SE		27	8	3	40.00 Coffeen Rd Hillsboro IL 62049
<b>Section 28 Township 8 North Range 3 West Montgomery County Illinois</b>							
Warranty Deed	Bk1262P116	17-28-100-005 Pt N 1/2		28	8	3	0.75 14232 IL Rte 185 Hillsboro IL 62049
Corrective Quit							
Claim Deed	Bk1295P491	17-28-100-006 Pt N/2 NW		28	8	3	1.93 14017 IL R13 185 Hillsboro IL 62049
Trustee's Deed	Bk1321P69	17-28-100-007 Pt N/2 NW		28	8	3	77.40 14017 IL R13 185 Hillsboro IL 62049
Trustee's Deed	Bk1321P69	17-28-200-001 W 10ac NW NE		28	8	3	12.73 14017 IL R13 185 Hillsboro IL 62049
Warranty Deed	Bk1247P397	17-28-400-002 Pt SE 1/4		28	8	3	2.00 14401 IL Rte 185 Hillsboro IL 62049
<b>Section 29 Township 8 North Range 3 West Montgomery County Illinois</b>							
Warranty Deed	Bk1262P116	Com SE Cor Sec Ln 1406.62' to N Ln ROW NW Alg ROW 1565.23' to POB NW 218.14' NW 74.12' NE 211.6' SE 280.02' SW 210.13' to POB SE 1/4		28	8	3	1.40 14329 Rte 185 Coffeen IL 62017
Trust Deed	Bk1310P122	17-29-100-002 S/2 NW		29	8	3	80.00 IL Rte 185 Hillsboro IL 62049
Trustee's Deed	Bk1268P384	17-29-200-001 W 1/2 NE		29	8	3	80.00 13314 IL Rte 185 Hillsboro IL 62049
<b>Section 30 Township 8 North Range 3 West Montgomery County Illinois</b>							
Trust Deed	Bk1310P122	17-30-200-001 E/2 NE		30	8	3	80.00 IL Rte 185 Hillsboro IL 62049
<b>Section 32 Township 8 North Range 3 West Montgomery County Illinois</b>							
Warranty Deed	Bk1256P106	04-000-989-05 Pt W 1/2 NW		32	8	3	4.50 13030 N 7th Ave Hillsboro IL 62049

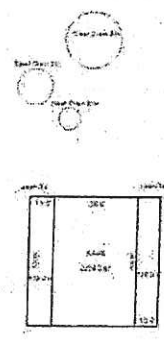
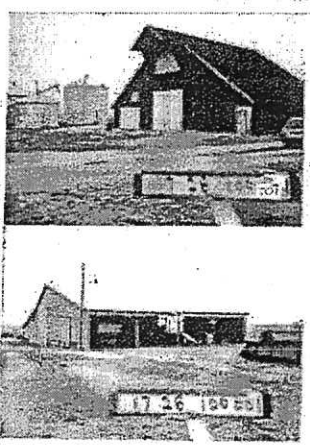
REMITTED PRO

2010



Property Information		
<b>Parcel Number</b> 17-28-100-007	<b>Site Address</b> ILLINOIS ROUTE 186 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> 0011 - Rural Land Improved	<b>Tax Code</b> 04006 - EAST FORK - FDCF, U003	<b>Tax Status</b> Taxable
<b>Net Taxable Value</b> 27,796	<b>Tax Rate</b> 7.621070	<b>Total Tax</b> \$2,118.36
<b>Township</b> EAST FORK	<b>Acres</b> 77.4900	<b>Mailing Address</b>
<b>Legal Description</b> PT-N1/2 NW1/4 S28 T8 R3		

**Property Photos**

Pole Frame Building/Lean-To/Lean-To/BARN/Lean-To/L	Scanned Image
	

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	\$1,059.18	\$1,059.18	\$2,118.36	
Penalty Billed	\$0.00	\$0.00	\$0.00	
Cost Billed	\$0.00	\$0.00	\$0.00	
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00	
Total Billed	\$1,059.18	\$1,059.18	\$2,118.36	
Amount Paid	\$1,059.18	\$1,059.18	\$2,118.36	
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	0	0	23,540	4,256	0	27,796	
Department of Revenue	0	0	23,540	4,256	0	27,796	
Board of Review Equalized	0	0	23,540	4,256	0	27,796	
Board of Review	0	0	23,540	4,256	0	27,796	
S of A Equalized	0	0	23,540	4,256	0	27,796	
Supervisor of Assessments	0	0	23,540	4,256	0	27,796	
Township Assessor	0	0	23,540	4,256	0	27,796	
Prior Year Equalized	0	0	21,360	4,256	0	25,616	

No Exemptions

Farmland			
Land Type	Acres	EAV	
Cropland		74.3800	23,426
Other Farmland		2.7800	113
Road Way		0.2400	0
<b>Totals</b>		<b>77.4000</b>	<b>23,539</b>

[Click to open Farmland Details](#)

Parcel Genealogy					
Relationship	Parcel Number	Action	Year	Change Effective Year	Completed
Parent Parcel	1728100001	N	2008		Yes
Parent Parcel	1728100002	N	2008		Yes

Taxing Bodies			
District	Tax Rate	Extension	
HILLSBORO UNIT 3	5.060350	\$1,406.59	
COUNTY TAX	1.073870	\$298.51	
LINCOLNLAND COLLEGE	0.493930	\$137.29	
EAST FORK ROAD DIST	0.255240	\$71.22	
COFFEEN FIRE	0.255320	\$70.97	
HILLSBORO AREA PUBLIC LIBRARY	0.192850	\$53.80	
EAST FORK TWP	0.175970	\$50.02	
HILLSBORO AMB	0.059770	\$16.61	
CES EXTENSION SERV	0.033310	\$9.25	
MTA GRSH-WSVL-EERK	0.015420	\$4.29	
<b>TOTAL</b>	<b>7.621070</b>	<b>\$2,118.36</b>	

- HILLSBORO UNIT 3
- COUNTY TAX
- LINCOLNLAND COLLEGE
- EAST FORK ROAD DIST
- COFFEEN FIRE
- HILLSBORO AREA
- EAST FORK TWP
- HILLSBORO AMB
- CES EXTENSION S
- MTA GRSH-WSVL

No Drainage / Special District Information

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2020	\$2,266.56	\$2,266.56	\$0.00
2019	\$2,118.36	\$2,118.36	\$0.00
2018	\$1,945.80	\$1,945.80	\$0.00

Show 10 More

No Sales History Information

- Structure (1 of 6)
- Structure (2 of 6)
- Structure (3 of 6)
- Structure (4 of 6)
- Structure (5 of 6)

MCC057

**Beacon™** Montgomery County, IL

**Summary**

Parcel ID: 17-28-100-007  
 Alternate Parcel ID: N/A  
 Property Address: ILLINOIS ROUTE 185  
 Township: EAST FORK  
 Brief Legal Description: PTN1/2 NW1/4 S28 T8 R3  
(Note: Not to be filed on legal document)  
 Deed Book/Page: 1399-113&125  
 Gross Acres: 77.40  
 Class: 0011  
 Tax District Code: 04006  
 Taxing Districts: CES EXTENSION SERV  
 COFFEEN FIRE  
 COUNTY TAX  
 EAST FORK ROAD DIST  
 EAST FORK TWP  
 HILLSBORO AMB  
 HILLSBORO AREA PUBLIC LIBRARY  
 HILLSBORO UNIT 3  
 LINCOLN LAND COLLEGE  
 MTA GR5H-W5VL-EFRK

677

**Owners**

www.beaconreport.com  
 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	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$28,570	\$25,940
+ Farm Buildings	\$4,256	\$4,256
= Total	\$32,826	\$30,196

**Tax History**

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

Tax Year: 2020  
Tax Rate: 7.50613

Amount  
Installment 1: \$1,133.28  
Installment 2: \$1,133.28

Tax Year: 2019  
Tax Rate: 7.62107

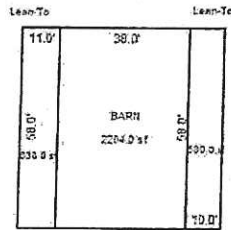
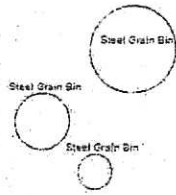
Amount  
Installment 1: \$1,059.18  
Installment 2: \$1,059.18

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

**Photos**

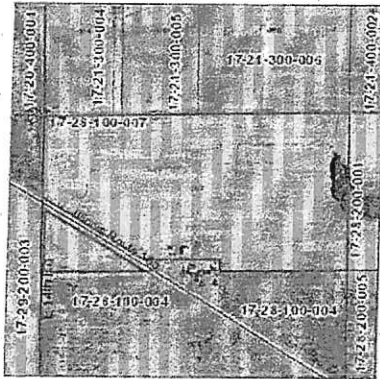


**Sketches**

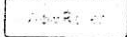


Export by Apex Systems™

Map



DevNet Property Tax Inquiry



This map is for informational purposes only. For more information, please contact your local assessor's office.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Reload: 7/1/2021 1:26:51 AM



Version: 2.1.1.1

Parcel No: 17-28-100-007

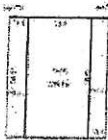
Year: 2018

Building Record - Residential - Rural

Page No: 1

Ownership and Mailing Address		Town	Volume	Tax Code	Twp	Sec.	Block	Parcel	Unit
<b>Owners Name</b>	<b>Mailing Address</b>	EAST FORK		04005					
NEW RIVER ROYALTY LLC	P O BOX 609 Benton, IL 62812	0011	Blank						
		<b>Property-Class</b>	<b>Land Use</b>	<b>Zoning</b>	<b>NH Code</b>	<b>of Card No.</b>	<b>Condo Comm.</b>		
		Record Of Ownership							
		Building Permit Record							
		Public Notes							
		1456 SF POLE BLDG/1664 SF LEAN TO & A 1300 SF LEAN TO REMOVED 9/30/2015 271 DAYS VALUE ADJUSTED FOR 2015-2016 REMOVE FOR 2016-2017							
		Summary of Assessed Values:							
		<b>Level</b>	<b>Assessed</b>	<b>Non Farm Land</b>	<b>Non Farm Bldgs</b>	<b>Farm Land</b>	<b>Farm Bldgs</b>	<b>Total</b>	
		2015 Prior Year Equalized	03/19/2015			14,800	4,056	18,756	
		2016 Prior Year Equalized	04/20/2016			15,940	4,259	20,199	
		2017 Prior Year Equalized	04/17/2017			17,589	4,259	21,848	
		Prior Year Equalized	05/05/2018			19,386	4,256	23,642	
		Township Assessor	08/31/2018			21,360	4,256	25,616	
		Supervisor of Assessments	10/09/2018			21,360	4,256	25,616	
		S of A Equalized	10/18/2018			21,360	4,256	25,616	
		Board of Review	10/24/2018			21,360	4,256	25,616	

Farm Buildings									
Structure	Construction	Size	Base Cost	RCN	Effective Age	% Good/REL	Additions	Total	
Pole Frame Building	4 Sides Closed	1,456	9.61	13,992	54	10	-12,593	1,399	
Lean-To	Lean-To	1,664	7.00	11,548	54	10	-10,483	1,165	
Lean-To	Lean-To	1,300	7.00	9,100	54	10	-8,190	910	
Steel Grain Bin	Bu. Capacity	9,000	16,989.23	16,989	18	40	-10,199	6,795	
Steel Grain Bin	Bu. Capacity	4,000	8,358.46	8,358	49	10	-7,522	836	
Steel Grain Bin	Bu. Capacity	1,750	5,430.19	5,430	58	10	-4,887	543	
Farm Buildings Total								11,648	





200900052184  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-14-2009 At 01:15 pm.  
LAND REGTR 39.00  
OR Book 1324 Page 395 - 398  
RHSP Surcharge 10.00

Instrument	Book	Page
200900052184 OR	1324	395

# Certified Land Register

As to the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Eight (28), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, situated in Montgomery County, Illinois.

17-28-100-001

Il. Rt. 185 Hillsboro, Illinois 62049

DUPLICATION PROHIBITED BY PROSECUTOR GENERAL'S OFFICE OF MONTGOMERY COUNTY, IL RECORDER

# 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 Records for Illinois Volume No. 351, Page No. 196- Edwardsville Land District Office, originating from Record Series 952.173; Monthly Abstract Of Land Located On Military Land Warrant Certificates, 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 23<sup>rd</sup>  
day of February A.D. 2009*



*Jesse White*

SECRETARY OF STATE

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

REGISTER'S AND RECEIVER'S No.	NUMBER OF THE WARRANT.	WARRANT CERTIFICATE.		IN WHOSE FAVOR.	SECTION		
		Date.	No. of Acres.		Quarter	Section, or part of Quarter	Book Page
919	23,891	Oct. 29, 1851	40	Harrison Brown	NW4	NW4	28
920	3,375	April 24, 1851	160	Moses Hall	NW4		36
921	14,219	July 27, 1852	160	Peter Hignight, Daniel Hignight, Rebecca J. Hignight and Nancy E. Hignight, minor children of John Hignight, dec'd.	NW4		2
					Instrument	Book Page	
					200900052184 OR	1324	387
1922	61,365	June 18, 1852	40	John Crist	SE4	NE4	20
1923	56,219	May 11, 1852	40	Henry Richards	SW4	SE4	20
1924	24,285	Oct. 25, 1851	40	Samuel Sweet	NE4	SE4	28
1925	49,944	April 10, 1852	40	Elizabeth Wood, widow of Simon M. Wood, dec'd.	NE4	NW4	20
1926	1407	March 6, 1851	80	William Collins	SE4	NW4	11
1927	18,947	Sept. 20, 1851	40	Margaret Blossom, widow of Stephen H. Blossom, dec'd.	NE4	NW4	11
1928	5,573	May 26, 1852	40	William Bonner	NE4	SW4	20
1929	60,422	June 10, 1852	40	Thomas Brown	NE4	SE4	20
1930	32,424	Dec. 12, 1851	40	James Coffey	SW4	NE4	27
1931	45,171	March 8, 1852	40	Charles Coffey, widow of William Coffey, dec'd.	NE4	NW4	9
1932	33,374	April 7, 1852	80	James Coleman	SE4	SW4	33
1933	54,354	May 3, 1852	40	John Hiram	SW4	SW4	21
1934	39,211	July 9, 1852	40	James Rogers	NE4	SE4	15
1935	29,120	Nov. 15, 1851	40	John C. Staball	SW4	NE4	32
1936	17,807	May 28, 1852	160	John W. Butler	W3	SW4	17
					SE4	SE4	11
1937	20,663	Sept. 27, 1851	40	James Meard	SE4	NE4	17
1938	60,189	June 3, 1852	40	Chas. Storey	SE4	NE4	20
1939	104,419	Nov. 21, 1851	160	Jacob St. Miller	SW4	SW4	11
1940	37,392	May 12, 1852	20	Jacob Spry	NE4	SE4	17
1941	44,67	June 7, 1852	160	James Hunsinger	SE4	SW4	20
1942	17,276	April 25, 1852	160	James Lord	SW4		20
1943	42,487	July 26, 1852	40	Abigail Bennett	NW4	NW4	20
1944	11,167	July 20, 1851	20	Stephen Bennett	W3	NW4	20
1945	38,249	June 24, 1852	40	William Hiram	NE4	NE4	20

DUPLICATE PROHIBITED PROPERTY

together in Book form, for the transcription of this Abstract at the end of every month

made for the month ending August 31, 1852, at the Land Office to the 3d Section of the Act of Congress, entitled "An act granting bounty lands

LOCATED.			DATE OF LOCATION.	BY WHOM LOCATED.	REMARKS.	Acres
Township.	Range.	Conte.				
✓ 20	8 N	3 W	100	Augt. 18. 1852	Warren Brown	400
✓ 36	12 N	3 W	100	Augt. 16. 1852	Jacob May	400
					Instrument 200900052184 OR	Book Page 133 399
✓ 2	5 N	5 W	160	Augt. 19. 1852	Peter Wignight Daniel Wignight Rebecca J. Wignight Nancy E. Wignight	400
✓ 24	2 N	3 W	40	Augt. 19. 1852	Milton P. Mitchell	100
✓ 26	3 N	3 W	40	Augt. 19. 1852	Milton P. Mitchell	100
✓ 28	15 N	12 W	40	Augt. 19. 1852	Samuel Reynolds	100
✓ 22	3 N	3 W	40	Augt. 20. 1852	John D. White	100
✓ 24	3 N	3 W	80	Augt. 20. 1852	John C. McSpers	200
✓ 26	3 N	3 W	40	Augt. 20. 1852	John C. Myers	100
✓ 28	12 N	3 W	40	Augt. 20. 1852	Daniel B. Leigh	100
✓ 30	12 N	3 W	40	Augt. 20. 1852	Emanuel B. Leigh	100
✓ 32	12 N	3 W	40	Augt. 20. 1852	Emanuel B. Leigh	100
✓ 34	3 N	4 W	40	Augt. 20. 1852	Adolphus Bradford	100
✓ 36	3 N	3 W	80	Augt. 20. 1852	Adolphus Bradford	200
✓ 38	7 N	3 W	40	Augt. 20. 1852	William J. Griffith	100
✓ 40	6 N	3 W	40	Augt. 20. 1852	George W. Wright	100
✓ 42	5 N	5 W	40	Augt. 20. 1852	William Schum	100
✓ 44	10 N	3 W	160	Augt. 23. 1852	Wells Bridges	400
✓ 46	10 N	3 W	40	Augt. 23. 1852	Wells Bridges	100
✓ 48	9 N	6 W	40	Augt. 23. 1852	Ellis Brown	100
✓ 50	15 N	3 W	40	Augt. 25. 1852	John M. Jones	100
✓ 52	12 N	3 W	40	Augt. 25. 1852	John M. Jones	100
✓ 54	5 N	5 W	160	Augt. 25. 1852	James Keating	400
✓ 56	10 N	3 W	160	Augt. 25. 1852	James Keating	400
✓ 58	10 N	3 W	40	Augt. 25. 1852	James Keating	100
✓ 60	10 N	3 W	40	Augt. 25. 1852	James Keating	100
✓ 62	10 N	3 W	40	Augt. 25. 1852	James Keating	100
✓ 64	10 N	3 W	40	Augt. 25. 1852	James Keating	100
✓ 66	10 N	3 W	40	Augt. 25. 1852	James Keating	100

regaller in Book form, for the transcription of the Abstract at the end of every month.

DIRT PROHIBITED PRO  
 MOUNTAIN COUNTY, ILL RECORDER

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

DUPLICATION PROHIBITED PROPERTY

**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.

Its: Authorized Person

STATE OF WV )  
 ) SS.  
COUNTY OF Balance )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Donald A 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

STATE OF WV )  
COUNTY OF Adair ) SS.

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 D'Amico  
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

SHORT FORM OR MEMORANDUM  
OF  
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: Abijah Guan

Its: Authorized Person

COMPANY

Hillsboro Energy, LLC

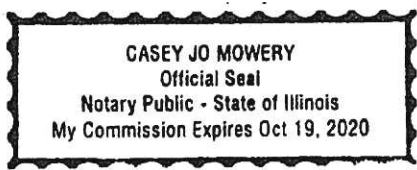
By: L. M. Landon

Its: Authorized Person

STATE OF Illinois )  
COUNTY OF Franklin ) SS.

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Abijah Guan, 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

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY CLERK & RECORDER

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 Lee 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

DUPLICATE  
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  
RHSP 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

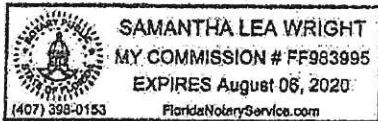
By: [Signature]

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 D. 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



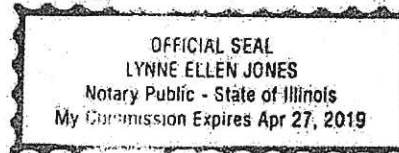
Samantha Lea Wright  
Notary Public

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



COMPARED  
JULICATION PROMISE

STATE OF ILLINOIS  
HERBY HORNER, Governor  
DEPARTMENT OF PUBLIC WORKS AND BUILDINGS  
DIVISION OF HIGHWAYS  
SPRINGFIELD, ILLINOIS

Ellen M. Brown  
Name  
F.A. Route 140 S. 20. 405-0  
County Montgomery  
L. & N. Sta. 246.06.5 To Sta. 246.997  
L. 2-2, Sta. 246.997 To Sta. 253.771

Dedication of Right of Way for Public Road Purposes

This Indenture Witnesseth, That the Grantors, Ellen M. Brown, a widow, Leroy D. Brown, a bachelor, Raymond J. Brown and Mary F. Brown, his wife; S. Brown and Ethel Brown, his wife; Orville R. Brown and Elsie M. Brown, his wife; Arthur McLean and Floyd McLean, her husband; Amy E. Harrison, a widow; Russell A. Brown and Viola Brown, his wife; Otis A. Brown and Agnes E. Brown, his wife;

of the County of Montgomery and State of Illinois for and in consideration of the sum of Thirty Five & no/100 Dollars (\$35.00/xx) 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 es 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 NW 1/4 of the NW 1/4 of Section 28, T. 8 N., R. 3 W. of the 3rd P.M., contained in a strip of uniform width of eighty (80) feet, 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.

Also all that portion of the Ellen M. Brown property in the SE 1/4 of the NW 1/4 of Section 28, T. 8 N., R. 3 W. of the 3rd P.M. lying northeasterly of the Hillsboro-Vandalia Road and southwesterly of a line which is parallel to and forty (40) feet northeasterly, measured at right angles from the centerline for Federal Aid Route 140. All the above being shown by plat recorded in the Recorder's records of Montgomery County, Illinois, in Plat Book Plat 1 Page 109 1/2

All the above containing 638/1000 of an acre, more or less, exclusive of the existing highway.

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 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.

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 Grantors have hereunto set their hands and seal, this first day of August, A. D. 1940.

Ellen M. Brown (SEAL) F. S. Brown (SEAL)  
Leroy D. Brown (SEAL) Ethel Brown (SEAL)  
Raymond J. Brown (SEAL) O. R. Brown (SEAL)  
Mary F. Brown (SEAL) Elsie M. Brown (SEAL)

STATE OF Illinois } ss.  
County of Montgomery }  
I, A. P. Rosoche, A Notary Public in and for said County and State, DO HEREBY CERTIFY that Ellen M. Brown and Leroy D. Brown personally known to me to be the same person as whose name 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 first day of August, A. D. 1940.  
A. P. Rosoche, Notary Public  
Montgomery Co., Ill. A. P. Rosoche Notary Public.

STATE OF Florida } ss.  
County of Dade }  
I, Dorothy S. Bonner, A Notary Public in and for said County and State, DO HEREBY CERTIFY that Raymond J. Brown and Mary F. Brown personally known to me to be the same person as whose name 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 8th day of August, A. D. 1940.  
Dorothy S. Bonner, Notary Public  
State of Florida at Large. Dorothy S. Bonner Notary Public.  
Large. My commission expires Apr. 30, 1942.

COMPARED

DUPLICATION PROCURED BY P. R.

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

Ellen M. Brown,
Name
F. A. Route 140, Sec. 405-G
County Montgomery
L. & R. Sta. 236+06.5 To Sta. 246+97
L. Sta. 246+97 To Sta. 253+71

Dedication of Right of Way for Public Road Purposes

This Indenture Witnesseth, That the Grantor.....

of the County of Montgomery, and State of Illinois..... for and in consideration of the sum of
Thirty Five and no/100 Dollars (\$ 35.00.....)
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.....

All that portion of the NW 1/4 of the NE 1/4 of Section 28, T. 8 N., R. 3 W., of the 3rd P.M.,
contained in a strip of uniform width of eighty (80) feet, being forty (40) feet on
each side of the centerline for a highway known as Federal Aid Route 140 as said center-
line is now surveyed and staked out by the Department of Public Works and Buildings of
the State of Illinois.

Also all that portion of the Ellen M. Brown property in the S. 1/4 of the NW 1/4 of Section 28,
T. 8 N., R. 3 W. of the 3rd P.M. lying northerly of the Hillsboro-Vandalia Road and
southwesterly of a line which is parallel to and forty (40) feet northeasterly, measured
at right angles from the centerline for Federal Aid Route 140. All the above being shown
by plat recorded in the Recorder's records of Montgomery County, Illinois, in Plat Book
1 Page 109.

All the above containing 638/1000 of an acre, more or less, exclusive of the existing
highway.

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.

And the Grantor..... further, as a part of this dedication, agree..... to remove any and all fences, enclosures, buildings and other ob-
structions from the above described tract and to completely vacate the same, within fifteen (15) days after notice in writing from the De-
partment 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..... hereunto set..... hand..... and seal..... this..... day
of..... A. D. 19.....

Gloyd McLean (SEAL) O. A. Brown (SEAL)
Ruth B. McLean (SEAL) Agnes E. Brown (SEAL)
Amy E. Harrison (SEAL)
Russell A. Brown (SEAL)
Iola Brown (SEAL)

STATE OF Missouri }
City of St. Louis } ss.
I, Joseph B. Wolf, a, Notary Public in and for said County and State, DO HEREBY CER-
TIFY that Amy E. Harrison

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.
Given under my hand and notarial seal, this 22nd day of August, A. D. 1940
Joseph B. Wolf, Notary Public Joseph B. Wolf
City of St. Louis, Mo. My term expires April 3, 1943 Notary Public

STATE OF Illinois }
County of Montgomery } ss.
I, A. P. Rosche, a Notary Public in and for said County and State, DO HEREBY CER-
TIFY that Russell A. Brown and Iola Brown, 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.
Given under my hand and notarial seal, this 27th day of August, A. D. 1940
A. P. Rosche, Notary Public A. P. Rosche
Montgomery Co., Ill. Notary Public

(For other acknowledgment see next page)
Filed for record, the 3rd day of Oct., A. D. 1940, at 3:00 o'clock P. M.

DUPLICATION PROHIBITED

EASEMENT

210918

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 following described tracts of land lying Northeasterly of and adjacent to the Northeasterly right of way line of State Route 185 (F.A. Route 140), to-wit:

The Northwest Quarter of the Northwest Quarter of Section 28, Township 8 North, Range 3 West of the Third Principal Meridian; and that part of the South Half of the Northwest Quarter of the said Section 28 described as beginning at the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 28; thence East 6 rods; thence South 11 rods; thence Northwest 17 rods with the Hillsboro-Vandalia Road (now known as State Route 185); thence East 11 rods to the place of beginning;

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 27th day of December, 1965.

(SEAL) Owen R. Young (SEAL)

(SEAL) Kathryn Young (SEAL)



ACCEPTED:  
ILLINOIS POWER COMPANY  
By Lawrence F. Bertram  
Real Estate and Tax Agent

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

DUPLICATION PROHIBITED PROPERTY

FORM 153-1  
11-65

BOOK 89 PAGE 202

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 )  
                                  ) SS.  
COUNTY OF Montgomery

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Owen R. Young and Kathryn Young, husband and wife as joint tenants personally known to me to be the same person 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 seal this 27th day of December, A. D., 1965.

Thames E. Hall  
Notary Public

STATE OF \_\_\_\_\_ )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_

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

GIVEN under my hand and 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  
hour of 9:00 a.m.  
Recorded in book 89  
pages 201-202  
of \_\_\_\_\_  
Dated \_\_\_\_\_  
Recorder

210918

DUPLICATE

BOOK 99 PAGE 45 EASEMENT

W.O. 25479 - Tract 3

213518

The undersigned Grantor(s), 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 (does) hereby grant, bargain, sell, convey and warrant unto the ILLINOIS POWER COMPANY, an Illinois corporation, Grantee, its successors and assigns, the perpetual right and easement to erect, reconstruct, operate, patrol, maintain, repair, renew and remove electric transmission and distribution lines, poles, anchors, stubs, braces, guys, cross arms, insulators, conductors, ground wires, cables and counterpoises, and other equipment appurtenant thereto, including signal and telephone lines and equipment, for the transmission and distribution of electric energy through, over and across certain lands owned by Grantor(s) in the County of Montgomery, State of Illinois, and described as follows:

A strip of land 52 feet in width extending over, across, and through a tract of land described as follows, to-wit: The North Half of the Northwest Quarter of Section 28, Township 8 North, Range 3 West of the Third Principal Meridian, and part of the South Half of the Northwest Quarter of said Section 28 described as beginning at the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 28; thence East 6 rods; thence South 11 rods, more or less, to the centerline of Illinois Route No. 185; thence Northwesterly with the centerline of said Route No. 185 to the North line of said Southwest Quarter of the Northwest Quarter; thence East to the place of beginning;

The centerline of the said 52-foot strip being generally described as entering the West line of the above described tract of land at a point 1 foot Northeastly, as measured at a right angle, from the Northeastly right of way line of Illinois State Route No. 185; thence Southeastly to a point of exit on the East line of said tract at a point 1 foot Northeastly as measured at a right angle from the Northeastly right of way line of said Illinois State Route No. 185;

Including the right to clear said easement of obstacles and obstructions. Grantor(s) further grants the right to use for said purposes the adjacent roads, streets and alleys, and to use reasonable working space adjacent to said easement during erection, reconstruction, operation, maintenance, renewal or removal of said electric lines, and the right of ingress to and egress from said easement for the purposes aforesaid over existing roadways or over a route designated by Grantor(s) and the right to trim, spray with a toxic substance, or fell such trees, branches, shrubbery and bushes and to remove such other obstacles as may interfere with the safe, proper and expeditious use of said easement for any of the afore-said purposes under varying conditions of operation without further payment therefor except as hereinafter provided. The center line of the easement herein granted shall be established by the longitudinal center of said electric lines upon initial erection; and upon any reconstruction, renewal, replacement or substitution thereof in whole or in part the locations of poles may be changed, but as nearly as practicable such poles or structures shall be located over and upon said center line.

Grantee shall repair any damage to property of Grantor(s) or pay any damages which may be caused to property of Grantor(s) in the process of exercising any of the rights herein granted; said damages if not mutually agreed upon shall be ascertained by three disinterested persons, one of whom shall be selected by Grantor(s) and one by Grantee, their heirs, successors, assigns or lessees, respectively, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive and binding on the parties hereto and Grantee shall thereupon pay the amount so determined.

Grantor(s) reserves the right to make other uses of the land within said easement provided that such uses shall not interfere with the rights and easements hereinbefore granted to Grantee and shall not create hazardous conditions and Grantor(s) shall not erect permanent structures or plant trees thereon, and hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

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.

WITNESS the hand and seal of the Grantor(s) this 31st day of May, 1968.

X \_\_\_\_\_ (SEAL) Owen B. Young (SEAL)  
\_\_\_\_\_ (SEAL) H. Kathryn Young (SEAL)

ACCEPTED:

ILLINOIS POWER COMPANY

By Kenneth W. Fellers  
Real Estate and Tax Agent  
Assistant Real Estate Agent

Secured by: H. M. Carter

DUPLICATION

99 PAGE 46

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to the Grantor(s) 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: \_\_\_\_\_ None  
Tenant

STATE OF ILLINOIS )  
COUNTY OF MONTGOMERY ) SS.

I, H. M. Carter, a Notary Public in and for Knox County in the State aforesaid, do hereby certify that Owen R. Young and H. Kathryn Young, husband and wife

personally known to me to be the same person as whose name as subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 home- stead.

GIVEN under my hand and seal this 31st day of May, A.D., 19 68  
My Commission Expires January 11, 1972  
Notary Public H. M. Carter

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 home- stead.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_  
My Commission Expires \_\_\_\_\_ Notary Public \_\_\_\_\_

STATE OF )  
COUNTY OF ) SS.

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that

and \_\_\_\_\_ President and personally known to me to be the same persons whose names are, respectively as \_\_\_\_\_ Company, a corporation of the State of \_\_\_\_\_ Secretary of \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and severally ac- knowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said in- strument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and pur- poses therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_  
My Commission Expires \_\_\_\_\_ Notary Public \_\_\_\_\_

TO: ILLINOIS POWER COMPANY  
As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, recorded \_\_\_\_\_ the recorder's office of \_\_\_\_\_ County, Illinois, in book \_\_\_\_\_ as Deed of Trust No. \_\_\_\_\_, the undersigned hereby consent(s) and join(s) in the granting to said company \_\_\_\_\_ the within and foregoing right-of-way easement.

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

Dated \_\_\_\_\_

RECORDED BY RECORDER  
MONTGOMERY COUNTY  
JUN 20 1968  
Filed for record  
Book 8-300  
Page 46  
H. M. Carter  
Notary Public  
Seal

(SEAL)  
209518