

*Cover page for:*

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

*Preliminary title insurance schedules prepared by:*

**Chicago Title Company, LLC  
(File Number: 23005820LFE)**

*For November 9, 2023 auction to be conducted by:*

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

*On behalf of:*

**Ronald B. Papanek, as Trust Director with respect to  
Auction Tracts 1 - 5 & 10 - 14, and as Successor Trustee  
with respect to Auction Tracts 6 - 9**

## **Notes:**

1. The following pages include a copy of a plat (71 P 2) which is referenced in Document #71R485, but was not recorded as part of Document #71R485.
2. The following pages include a copy of a plat (Plat Book G Page 3) which is referenced in Document #458020, but was not recorded as part of Document #458020.
3. The parcel numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The title parcels and auction tracts are cross-referenced in the tables below.

| <b>Title Company's<br/>Parcel Numbers:</b> | <b>Auction Tract<br/>Numbers:</b> |
|--|-----------------------------------|
| <b>1</b>                                   | <b>4 &amp; 5</b>                  |
| <b>2</b>                                   | <b>1, 2 &amp; 3</b>               |
| <b>3</b>                                   | <b>10, 11, 12, 13 &amp; 14</b>    |
| <b>4</b>                                   | <b>8 &amp; 9</b>                  |
| <b>5</b>                                   | <b>6 &amp; 7</b>                  |

CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

| ORIGINATING OFFICE:  | FOR SETTLEMENT INQUIRIES, CONTACT:  |
|--|---|
| Chicago Title Company, LLC<br>10 South LaSalle Street, Suite 2850<br>Chicago, IL 60603<br>Main Phone: (312)223-2800<br>Email: loopcommercial@ctt.com | Chicago Title and Trust Company<br>10 South LaSalle Street, Suite 2850<br>Chicago, IL 60603<br>Main Phone: (312)223-2800 Main Fax: 312-223-2920 |

Issued By: Chicago Title Company, LLC  
10 South LaSalle Street, Suite 2850  
Chicago, IL 60603

Order Number: 23005820LFE

Property Ref.: 4100N Rd., Buckingham, IL 60917  
200 Acres of Farm Land, Herscher, IL 60941  
465 E 3400 North, Chebanse, IL 60922  
478 E 3300 North, Chebanse, IL 60922  
160 Acres in Ford Co., 1500 E and 3600 N Roads, Kempton, IL 60946

SCHEDULE A

1. Commitment Date: September 22, 2023
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
 Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
 Fee Simple
4. The Title is, at the Commitment Date, vested in:

Chicago Title Land Trust Company, as Successor Trustee to The City National Bank of Kankakee, as Trustee under the provisions of a Trust Agreement dated the 21st of October, 1977, known as Trust Number 3303, as to Parcels 1, 2 and 3; and

Ronald B. Papanek, as Successor Trustee of the Ronald S. Papanek Revocable Trust, Under Agreement dated March 1, 2022, as to Parcels 4 and 5.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE A**  
(continued)

5. The Land is described as follows:

## PARCEL 1:

THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, **FORD** COUNTY, ILLINOIS.

## PARCEL 2:

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, ALSO THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE NORTH 38-1/2 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 29 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN **KANKAKEE** COUNTY, ILLINOIS.

## PARCEL 3:

THE NORTHEAST 1/4; THE EAST 1/2 OF THE NORTHWEST 1/4; NORTH 1/2 OF THE SOUTHEAST 1/4; THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4; ALL THE FOREGOING BEING IN SECTION 14, TOWNSHIP 29 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN **IROQUOIS** COUNTY, ILLINOIS.

## PARCEL 4:

THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, AND THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 29 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, **IROQUOIS** COUNTY, ILLINOIS,

AND CONVEY AND QUIT CLAIM THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 14, TOWN 29 N., RANGE 10 E. OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH ON THE EAST LINE OF SAID SECTION 10 CHAINS AND 21.3 LINKS, THENCE WEST 40 CHAINS AND 57.5 LINKS TO HALF SECTION LINE, THENCE SOUTH ON HALF SECTION LINE 10 CHAINS AND 14.6 LINKS TO THE SECTION LINE, THENCE EAST ON SECTION LINE 40 CHAINS AND 47.5 LINKS TO THE SOUTHEAST CORNER AND PLACE OF BEGINNING;

ALSO, COMMENCING AT THE NORTHEAST CORNER OF SECT. 23, TOWN 29 N., RANGE 10 E. OF THE THIRD PRINCIPAL MERIDIAN AND RUNNING THENCE WEST ON THE NORTH LINE OF SAID SECTION A DISTANCE OF 40 CHAINS AND 85 LINKS TO THE CENTER OF THE NORTH AND SOUTH HEDGE, RUNNING THENCE SOUTH IN THE CENTER OF SAID HEDGE A DISTANCE OF 40 CHAINS AND 63 LINKS TO THE CENTER OF THE EAST AND WEST HEDGE, RUNNING THENCE EAST IN THE CENTER OF SAID HEDGE A DISTANCE OF 40 CHAINS AND 90 LINKS TO THE EAST LINE OF SAID SECT. 23, AND RUNNING THENCE NORTH 40 CHAINS AND 80 LINKS TO THE PLACE OF THE BEGINNING, ALL IN TOWN 29 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IROQUOIS COUNTY, ILLINOIS.

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE A**  
(continued)

PARCEL 5:

THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN **FORD** COUNTY, ILLINOIS.

**END OF SCHEDULE A**

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The 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.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago 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 Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.
11. 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.

**END OF SCHEDULE B, PART I**

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II  
EXCEPTIONS**

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

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

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any 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.
- A 8. Taxes for the years 2022 and 2023.

Taxes for the year 2023 are not yet due or payable.

The 2022 first installment amounting to \$2,538.91 was due September 18, 2023 and is paid of record.

The 2022 final installment amounting to \$2,538.91 is due November 17, 2023 and is unpaid.

Permanent Tax No.: [01-01-13-400-001](#)

(Affects Parcel 1)

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)**B 9. Taxes for the years 2022 and 2023.**

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$1,800.03 was due June 28, 2023 and is paid of record.

The second installment amounting to \$1,800.03 was due September 6, 2023 and is paid of record.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: [14-22-09-300-001](#)

(Affects that part of Parcel 2 located in Section 9)

**C 10. Taxes for the years 2022 and 2023.**

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$1,154.75 was due June 28, 2023 and is paid of record.

The second installment amounting to \$1,154.75 was due September 6, 2023 and is paid of record.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: [14-22-08-400-002](#)

(Affects that part of Parcel 2 located in Section 8)

**D 11. Taxes for the years 2022 and 2023.**

Taxes for the year 2023 are not yet due or payable.

The 2022 first installment amounting to \$5,284.41 was due August 18, 2023 and is paid of record.

The 2022 final installment amounting to \$5,284.41 was due September 18, 2023 and is paid of record.

Permanent Tax No.: [01-14-200-001](#)

(Affects Parcel 3)

**AJ 12. Taxes for the years 2022 and 2023.**

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$932.22 is not delinquent before August 18, 2023 and is paid of record.

The second installment amounting to \$932.22 is not delinquent before September 18, 2023 and is paid of record.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: [01-14-400-001](#)

(Affects part of Parcel 4)

AI 13. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$2,386.07 was due August 18, 2023 and is paid of record.

The second installment amounting to \$2,386.07 was due September 18, 2023 and is paid of record.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: [01-23-200-001](#)

(Affects part of Parcel 4)

AK 14. Taxes for the years 2022 and 2023.

Taxes for the year 2023 are not yet due or payable.

The 2022 first installment amounting to \$2,771.03 was due September 18, 2023 and is paid of record.

The 2022 final installment amounting to \$2,771.03 is due November 17, 2023 and is unpaid.

Permanent Tax No.: [02-02-03-300-001](#)

(Affects Parcel 5)

E 15. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

the requested evidence.

- F 16. The Company will require, for its review, an insurable legal description for the Land the subject of this transaction. If a survey is being furnished, the survey must be prepared by a licensed State of Illinois registered land surveyor.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- G 17. Note: We should be furnished with the selling price:
- The Title Insurance Premium, Transfer Taxes, Recordings or Closing Fee have not been billed or are subject to change, depending on the sales price. The invoice is subject to rebilling until final requests for insurance, endorsements and services are made and all documents to be recorded have been received, and this commitment is subject to such additional exceptions as may be deemed necessary.
- H 18. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- I 19. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, the Company should be furnished satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:
- 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.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- J 20. 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.
- K 21. Note for Information: Title to this property is vested in an Illinois Land Trust. Please contact Chicago Title Land Trust Company at 312-223-4134 for further information on the requirements necessary to proceed with your transaction.
- L 22. Terms, powers, provisions, and limitations of the Trust Agreement dated October 21, 1977, known as Trust Number 3303 under which title to the Land is held.
- R 23. Possible municipal requirements which may include transfer tax stamps, payment of fees, water bills, inspections or other approvals prior to conveyance. Please contact the municipality, and/or any other municipality providing services to the property, prior to closing for specific requirements.

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

- S 24. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
- T 25. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)
- W 26. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein.
- X 27. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- Y 28. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
- Z 29. All rights and easements in favor of the holder of any interest in the mineral estate excepted from the legal description in Schedule A hereof, or of any party claiming by, through, or under said holder, if any.
- Note: No examination has been made of the title to minerals excepted in the legal description.
- AA 30. Rights of the public and quasi-public utilities, if any, for maintenance therein of poles, conduits, sewers and other facilities.
- AB 31. Rights of the municipality, the State of Illinois, the public and adjoining owners in and to the Land.
- AC 32. Easement in favor of Commonwealth Edison Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as document no. [654094](#). See document for exact location.  
(Affects Parcel 2)
- AL 33. Gas Storage Easement in favor of Natural Gas Storage Company of Illinois, a Delaware corporation, and its/their respective successors and assigns, to introduce natural gas or other gases and vapors into the geological strata known as Ironton-Galesville Sandstones, to store gas in said storage reservoir and retain the possession of gas stored as personal property, to remove gas from the storage reservoir, and to conduct geological and geophysical surveys, drill, install, maintain, renew, and operate wells, pipelines, electric lines and other structures, equipment, and appurtenances as Grantee deems necessary, and the provisions relating thereto contained in the easement recorded as document no. [415414](#).

See document for exact location.

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

(Affects Parcel 2)

- AD 34. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the instrument noted below;

Purpose: Public Road Purposes  
Affects: Parcel 3  
Recording No: [458020](#)  
Recording Date: August 18, 1961

(For particulars see record)

- AE 35. Easement(s) for the purpose(s) and rights incidental thereto as reserved in a document; reserved by Right of Way, for purpose pipelines, recorded on February 22, 1971 as Document No. [71R485](#).

Affects Parcel 3 and 4. (For particulars see record)

- AM 36. Pipeline Easement and Right of Way Grant, in favor of The Peoples Gas Light and Coke Company, granting a perpetual easement and right of way twenty five (25) feet in width, to survey, clear, excavate for, construct, reconstruct, renew, replace, operate, maintain, inspect, test, alter, change the size of, repair, remove and abandon in place a pipeline and appurtenances for the transportation of gas, oil, petroleum products, or any other liquids, gases, or substances, recorded March 17, 1989 as Document no. [184044](#).

(For particulars, see record)

(Affects Parcel 5)

- AF 37. **NOTE FOR INFORMATION ONLY:**  
**Separate documents should be prepared for each County or the documents should be prepared in duplicate to facilitate recordings in Ford, Kankakee and Iroquois Counties.**

- AG 38. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.  
(This note will be waived for policy).

- AH 39. Informational note: To schedule residential or commercial closings in our Chicago Loop Office, please call our automated information line at (312) 223-2800 or email [LoopOrders@ctt.com](mailto:LoopOrders@ctt.com) [LoopOrders@ctt.com](mailto:LoopOrders@ctt.com). Figures can be emailed to [LoopClosings@ctt.com](mailto:LoopClosings@ctt.com) [LoopClosings@ctt.com](mailto:LoopClosings@ctt.com) or faxed to (312) 223-2815.

**END OF SCHEDULE B, PART II**

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

**Copyright American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



654094

GRANT OF EASEMENT

75- 06373

The Grantor(s) Stephen Papanek

and Betty Papanek

( Husband and Wife )

In consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, hereby give(s) and grant(s) to COMMONWEALTH EDISON COMPANY, an Illinois Corporation, its successors and assigns, an easement to construct, operate, maintain, renew, relocate and remove, from time to time, poles, wires, cables, conduits, manholes, transformers, pedestals and other facilities used in connection with overhead and underground transmission and distribution of electricity, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the grant herein given, in, over, under, across, along and upon the surface of property situated in Section 8&9, Township 29 North, Range 10, East of the Third Principal Meridian in Kankakee County, Illinois, described as follows:

The property within the public highway known as S 800 W which extends along the south side of, the Grantor's following-described property;

The East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eight (8), also the West Half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), of Section Nine (9), all in Township Twentynine (29) North, Range Ten (10) East of the Third Principal Meridian, in Kankakee County, Illinois.

DOC. NO. 75-6373  
STATE OF ILLINOIS KANKAKEE COUNTY  
RECORDED ON MICROFILM  
AT 10:11 am

AUG 12 1975

*Bernard Werner*  
RECORDER

This instrument prepared by *Vigil P. Bentel* P. O. Box 767,  
(name)  
Chicago, Illinois 60690, on behalf of Commonwealth Edison Company

KANKAKEE RECORD

75 AUG 12 AM 10:11

For Individual Signatures

IN WITNESS WHEREOF, the Grantor(s), set THEIR hand(s) and seal(s) hereto this 30 day of

July 30, 1975.  
*Stephen Papanek* Seal \_\_\_\_\_ Seal  
*Betty Papanek* Seal \_\_\_\_\_ Seal

For Corporate or Trust Signature

IN WITNESS WHEREOF, the Grantor \_\_\_\_\_

has caused this instrument to be executed on its behalf and its corporate seal to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
ATTEST: \_\_\_\_\_ By \_\_\_\_\_  
Secretary President/Trust Officer

Complete the Appropriate Acknowledgment on Reverse Side Hereof

75- 06373

272

KANKAKEE COUNTY FOR INFORMATIONAL PURPOSES

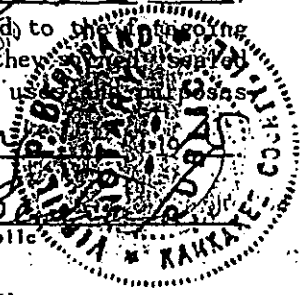
If grantors are individuals, complete the following:

State Of ILLINOIS I, the undersigned, a Notary Public in and for the said County and County Of KANKAKEE State aforesaid, do hereby certify that

STEPHEN PAPANEK AND BETTY PAPANEK personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they and delivered this instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL SEAL this 30TH day of JULY

Fayl R. B...  
Notary Public



If grantor is a corporation or trust, complete the following:

State Of \_\_\_\_\_ I, the undersigned, a Notary Public in and for the said County and County Of \_\_\_\_\_ State aforesaid, do hereby certify that \_\_\_\_\_ (\_\_\_\_ President)(Trust Officer) of the \_\_\_\_\_, and \_\_\_\_\_ Secretary of said corporation,

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 and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary then and there acknowledged that he/she, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his/her free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public

510K

GAS STORAGE EASEMENT

THIS INSTRUMENT made this 4<sup>th</sup> day of OCTOBER, 1951, by

Record Owner:

William B. Skinner and wife, Lora Skinner

herein referred to as Grantors (whether one or more), in favor of NATURAL GAS STORAGE COMPANY OF ILLINOIS, a Delaware corporation, herein referred to as Grantee, WITNESSETH:

That Grantors, the owners of the following land in Kankakee County, Illinois:

The west one half ( $\frac{1}{2}$ ) of the South west one quarter ( $\frac{1}{4}$ ) and the North East one quarter ( $\frac{1}{4}$ ) of the Southwest one quarter ( $\frac{1}{4}$ ) of Section Nine (9) and the East one half ( $\frac{1}{2}$ ) of the Southeast one quarter ( $\frac{1}{4}$ ) of Section eight (8) all in Township twenty-nine North (T29N), Range Ten East (R10E)

containing 2.00 acres, more or less, for and in consideration of the payment of 20 percent of a principal sum computed at the rate of \$25 per acre, do hereby grant, convey and warrant unto Grantee, its successors and assigns, in respect to said land, the exclusive right, privilege and easement to introduce natural gas or other gases or vapors (all herein referred to as gas) into the geological strata known as the Ironton-Galesville Sandstones underlying said land at a depth of more than 1,500 feet, and into any other geological stratum or strata not containing oil or gas in commercial quantities lying below said Ironton-Galesville sandstones (all such strata herein referred to as the storage reservoir); to store gas in said storage reservoir and retain the possession of gas so stored as personal property; to remove gas (with any water vapors absorbed) from the storage reservoir; and in connection therewith and with exploratory operations incidental thereto, the further right, privilege and easement to conduct geological and geophysical surveys, and to drill, install, maintain, renew, operate and remove, at locations selected by Grantee, such wells, pipelines, electric lines, and other structures, equipment and appurtenances as Grantee may deem necessary or desirable therefor; to remove therefrom all property placed in or on said land by Grantee, including well casings; to have right of ingress and egress to, from, and across said land at convenient points, and to do and perform such other acts and things as may be necessary or convenient for all the foregoing purposes, all as part of and in connection with a gas storage project for the storage of gas to be conducted on and under said land and lands in the vicinity thereof; hereby expressly releasing and waiving any right of homestead.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns subject however to the following covenants and provisions:

1. Grantee shall, on or before September 1, 1952, either execute and place of record a valid release of the rights granted hereby or pay an additional 20 percent of the principal sum. Should Grantee make such payment, it shall hereafter, on or before September 1, 1953, either execute and place of record a valid release of the rights granted hereby or pay the remaining 60 percent of the principal sum. Such payments shall be made only to Grantors, their heirs or their assignees ~~as designated in writing~~, and may be made by deposit to the credit of Grantors or such assignees in the CITY NATIONAL Bank of KANKAKEE, ILL.

2. Without regard to the payments provided for above, Grantee shall pay to Grantors or their successors in ownership: (a) for each storage well and its appurtenances drilled on said land, the sum of \$1,000; (b) for each lineal rod of pipeline (inclusive of electric lines installed in its trench) not located on any public highway, \$10 where pipe is 24 inches or more in diameter, \$7.50 where pipe is less than 24 inches and more than 16 inches in diameter, and \$5 where pipe is 16 inches or less in diameter; (c) for each lineal rod of electric lines not located on public highways or in pipeline trench, the sum of \$5; and (d) for all other installations, reasonable compensation therefor. Payments for any well shall be made prior to its installation, and payment for other facilities shall be made promptly after installation.

3. Grantee shall pay Grantors, their successors in interest and/or tenants, as their respective interests may appear, for all damages to growing crops and timber, fences and improvements, occasioned by the installation, maintenance, operation, renewal or removal of pipelines or other facilities, except at well sites.

4. Grantee may occupy for each storage well and its fixed appurtenance a well site area in the form of a rectangle two hundred feet by one hundred feet, one of whose longer sides shall be adjacent to a property line, or, two sides of which shall be adjacent to the intersection of quarter quarter section lines, and may have temporary use of adjoining area for operations incident to the installation, maintenance or repair thereof. Grantee may enclose all or any part of each such well site area with a legal fence, and shall at Grantor's written request so enclose each such well and its appurtenances.

5. Grantee shall bury and maintain all pipelines and electric lines (except where electric lines are on public highways) below plow depth, and on the removal or abandonment of any of the facilities authorized hereunder, shall restore the surface of said land as near as practicable to its original condition. All pipelines shall be located on or within fifty feet of a property or quarter quarter section line.

6. All tile drains that may be cut or disturbed by exercise of any of the rights hereby granted shall be repaired by Grantee in a good and workmanlike manner, with tile drains supported by substantial iron supports where required.

7. Grantee in selecting the location for any of the above mentioned storage wells shall refrain from drilling or placing said well at a point closer than 300 feet from any existing residential dwelling unless Grantor agrees, in writing, to the location of such well at a lesser distance therefrom.

8. If Grantors own a less interest in said land than the entire and undivided fee simple estate therein, then the consideration in hand paid has been made and the payments provided for in paragraphs 1 and 2 hereof shall be made to Grantors, their assignees or successors in ownership only in the proportion which the interest of Grantors bears to the whole and undivided fee simple estate.





STATE OF Illinois )  
COUNTY OF Kankakee ) SS

ACKNOWLEDGMENT

I, GERALD D. SKENE a Notary Public in and for said County and State, do hereby certify that William B. Skinner and Lora Skinner his wife, personally known to me to be the same person, whose name 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 OFFICIAL SEAL, this 7 day of July, A.D., 1954

Notary Public in and for Kankakee County,  
State of Illinois

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

ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 195\_\_\_\_

Notary Public in and for \_\_\_\_\_ County,

(SEAL)

State of \_\_\_\_\_

My commission expires:

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

ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 195\_\_\_\_

Notary Public in and for \_\_\_\_\_ County,

(SEAL)

State of \_\_\_\_\_

My commission expires:

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

ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 195\_\_\_\_

Notary Public in and for \_\_\_\_\_ County,

(SEAL)

State of \_\_\_\_\_

My commission expires:

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

ACKNOWLEDGMENT

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 195\_\_\_\_

Notary Public in and for \_\_\_\_\_ County,

(SEAL)

State of \_\_\_\_\_

My commission expires:

No. 44414  
GAS STORAGE EASEMENT

FROM

TO

NATURAL GAS STORAGE COMPANY OF ILLINOIS

Date \_\_\_\_\_, 195\_\_\_\_\_

No. of Acres \_\_\_\_\_

STATE OF ILLINOIS \_\_\_\_\_

COUNTY OF \_\_\_\_\_

TOWNSHIP OF NO 4 N 414

I hereby certify that the within and above instrument was filed for record on the 27 day of November, 1957, at \_\_\_\_\_ o'clock P.M., and was duly recorded in Volume of 655 at Page 238 and examined.

Ray J. Newman  
Recorder  
(TITLE) S.P.

STATE OF ILLINOIS  
WILLIAM G. STRATTON, Governor  
DEPARTMENT OF PUBLIC WORKS AND BUILDINGS  
DIVISION OF HIGHWAYS  
SPRINGFIELD, ILLINOIS

|   |              |
|---|--------------|
| Stephen Papanek                         |              |
| Name                                    |              |
| Co. Hwy. 3                              | Sec. 132 MPT |
| County Kankakee                         |              |
| Sta. 308+09 Lt. To Sta. 347 + 24.85 Lt. |              |

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, That the Grantor Stephen Papanek

of the County of Kankakee and State of Illinois

for and in consideration of the sum of One Dollar

Dollars (\$ 1.00)

in hand paid by the State of Illinois acting by and through the Department of Public Works and Buildings, or on its behalf, the receipt whereof is hereby acknowledged, and the benefits resulting from the maintenance of the public highway, herein referred to, do \_\_\_\_\_, by these presents, hereby grant, convey and dedicate to the People of the State of Illinois, for the purpose of a public highway, \_\_\_\_\_

tract of land situated in the County of Kankakee and State of Illinois, and described as follows:

A strip of land lying in Section 14, Town Twenty-nine (29) North, Range Ten (10) East of the 3rd P.M., said strip being of a uniform width of Thirty-five (35) feet, parallel and adjacent to the transit line on the left, beginning at a point which intersects the transit line at Station 308 + 09 Lt. and extending in a Westerly direction to a point which intersects the transit line at Station 347 + 24.85 Lt., excepting that portion which is already a public highway containing 0.370 acres, more or less.

The said transit line is a transit line for road survey and plans for County Highway 3, Section 132 MPT, Kankakee County, Illinois, as the said transit line is now surveyed and staked out by the Department of Public Works and Buildings, Division of Highways, State of Illinois, by its agents, and shown by a plat recorded in the Recorder's records of Kankakee County, Illinois

458020

STATE OF ILLINOIS } ss.  
IROQUOIS COUNTY }

This instrument was filed for record AUG 18 1961 at .7

o'clock P.M. and recorded in Book 770, Page 119

*Howard E. Schwarz* Recorder

*Howard E. Schwarz*

*See Plat Book 8 Page 3*

BOOK 770 PAGE 119  
*Kankakee County*

|                   |
|-------------------|
| Prepared By _____ |
| Checked By _____  |

containing 0.370 acres, more or less.

Said tract being also shown by the plat hereto attached and considered a part hereof.

(OVER)

Form DRW-20-M.1

5214.52

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

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this

7th day of August, A.D. 1961

William P. [Signature] (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

Doc # 557 803  
1961 AUG 8  
11:02 AM  
841  
565  
[Signature]

STATE OF Illinois }  
County of Kankakee } ss.

I, Judith Ann Schumaker, a Notary Public, in and for said County and State, DO HEREBY CERTIFY that Stephen Paparek

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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of August, A.D. 1961

Judith Ann Schumaker  
Notary Public.

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

I, \_\_\_\_\_, a Notary Public, in and for said County and State, DO HEREBY CERTIFY that \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

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

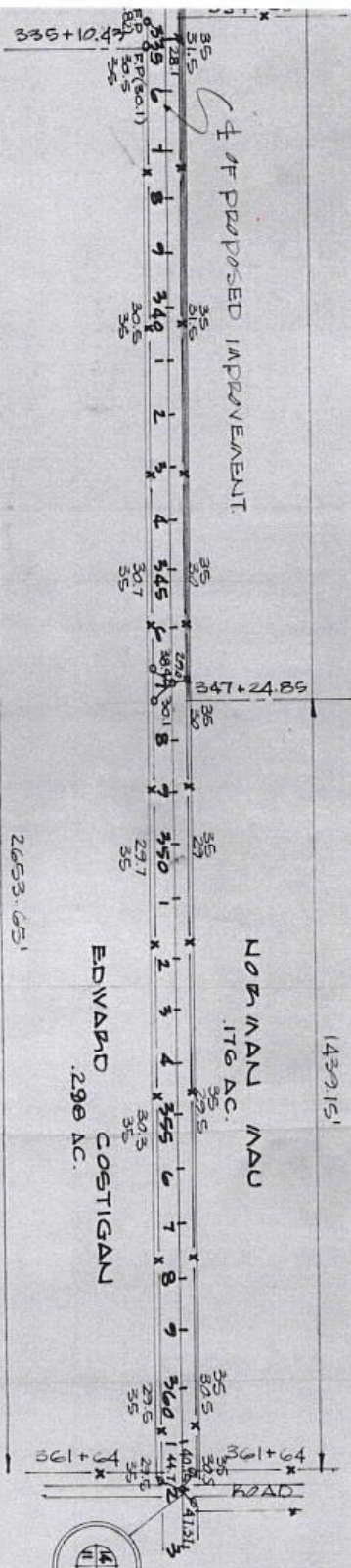
Notary Public.



SECTION 13 T29N R10E 3RD P.M.  
 NORTH

P.I. STA. 335+10.43  
 Δ = 180°02'

P.I. STA. 347+24.85  
 Δ = 180°00'



RIGHT OF WAY PLAT  
 SECTION 132  
 CO. HENRY 3  
 HANDELEE CO.  
 SCALE 1" = 200'

*Field Book 18.1961  
 for 119 ft of plat  
 of 1000'*

71R485

State of Illinois

IRROQUOIS COUNTY  
FILED FOR RECORD ON  
FEB 22 1971  
AT 9 A.M.  
Herbert A. Hering  
COUNTY CLERK & RECORDER

EPL-113  
ILLINOIS

RIGHT OF WAY

STATE OF ILLINOIS  
COUNTY OF IROQUOIS

For the sum of Fifteen Thousand Dollars (\$15,000.00), receipt of which is hereby acknowledged, the undersigned, herein called "GRANTOR" (whether one or more), hereby grants, sells and conveys to Explorer Pipeline Company, a Delaware Corporation, herein called "GRANTEE", its successors and assigns, the following rights and easements:

(1) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove a pipeline and all appurtenances thereto, including but not limited to air patrol markers, valves and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on a route to be selected by GRANTEE on, in, over and through the following described land in IROQUOIS County, Illinois, to-wit:

The South Half (S $\frac{1}{2}$ ) of the South Half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Fourteen (14) and the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-three (23) in Township Twenty-nine (29) North Range Ten (10) East of the Third Principal Meridian in Iroquois County, Illinois

and  
The Northeast Quarter (NE $\frac{1}{4}$ ) and the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the North Half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the North Half (N $\frac{1}{2}$ ) of the South Half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Fourteen (14) in Township Twenty-nine (29) North Range Ten (10) East of the Third Principal Meridian in Iroquois County, Illinois

~~(2) The right to lay, construct, operate, inspect, maintain, repair, renew, substitute, change the size of and remove additional pipelines substantially parallel to the first pipeline constructed by Grantor hereunder on, in, over and through the above-described land upon payment of the consideration above recited for each additional line of said; provided, that each such additional line shall be subject to the same rights and conditions as apply to the original line, including the right, notwithstanding the subsequent provision of this instrument, to use a strip of land 75 feet in width along the construction of each such additional line.~~

(3) The right of ingress and egress in, on, over, across and through said above-described land, and any adjoining lands owned by GRANTOR, for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

(4) Grantees shall pay any and all damages, if any, caused by the construction of said pipeline. ~~Phillips Pipeline Company, Inc.~~ The easement strip shall commence 25' adjacent to and along side of GRANTOR hereunder the right to use said above-described land except as such use may unreasonably interfere with the enjoyment of the rights and easements herein granted, except that GRANTOR covenants that GRANTOR shall not impound water, or construct or permit any buildings, structures or works of any type whatsoever within 25 feet of the first line installed hereunder. GRANTOR agrees that GRANTEE may use a strip of land 75 feet in width during the construction of any pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a right of way extending 25 feet on each side of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions thereon that may endanger, or interfere with the exercise of the rights herein granted.

GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder so that it will not interfere with the ordinary cultivation of the said above-described land. GRANTEE, at its option, may construct its pipeline above the channel of any natural or man made stream, ravine, ditch, or other water course. GRANTEE agrees to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted, provided that after the first said pipeline has been laid GRANTEE shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth, structures, works and other obstructions in the course of the exercise by GRANTEE of any of its rights hereunder.

GRANTOR covenants with GRANTEE that it is the owner of said above-described land and has the right, title, and capacity to grant the rights and easements herein granted.

This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto; and the rights and easements herein granted may be leased or assigned, together or separately and in whole or in part.

GRANTOR hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the above-described property.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said GRANTEE, its successors and assigns, so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 13<sup>th</sup> day of FEBRUARY, 1971.

WITNESS:

*[Signature]*  
Herbert A. Hering  
County Clerk

*[Signature]*  
Stephen Papanek

filed February 23, 1971  
15007946

*[Signature]*  
Betty Papanek  
71R 485

(2) It is further agreed that Grantee may use additional work space area as needed for the crossing of roads or highways, railroad crossings, drainage ditches, ravines or other structures or obstacles on the right of way and that the Grantee shall pay the Grantor for any loss of crops caused by use of said additional work space.

ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF ILLINOIS  
COUNTY OF Wab Kankakee } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen Paponek and Betty Paponek, husband and wife personally known to me to be the same person S, whose name S 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. I hereby further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State first herein named.



Given under my hand and official seal this 13th day of February, A.D., 1971.

Michael O. Kander  
Notary Public

ACKNOWLEDGMENT FOR INDIVIDUALS

STATE OF ILLINOIS  
COUNTY OF IRROUOIS } ss.

I, the undersigned, 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 \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. I hereby further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State first herein named.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1970.

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

Notary Public

350  
When Recorded, Return to  
EXPLORER PIPELINE COMPANY  
ATTENTION: RECORDS  
1200 West 1st  
Chicago, Illinois 60641

EXPLORER PIPELINE COMPANY

TO

FROM

RIGHT OF WAY

|      |                                    |                                       |
|------|------------------------------------|---------------------------------------|
| LINE | R/W NO.                            | STATE OF ILLINOIS<br>(Specify county) |
|      | <u>9</u>                           | <u>71-8-885</u>                       |
|      | <u>FEB 22 1971</u>                 | <u>REC'D BY RECORDS UNIT</u>          |
|      | <u>9 AM</u>                        |                                       |
|      | <u>County Clerk &amp; Recorder</u> |                                       |

ACKNOWLEDGMENT BY CORPORATION

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the same persons whose names are, respectively, as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of \_\_\_\_\_, a corporation of the State of \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and I hereby further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State first herein named.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

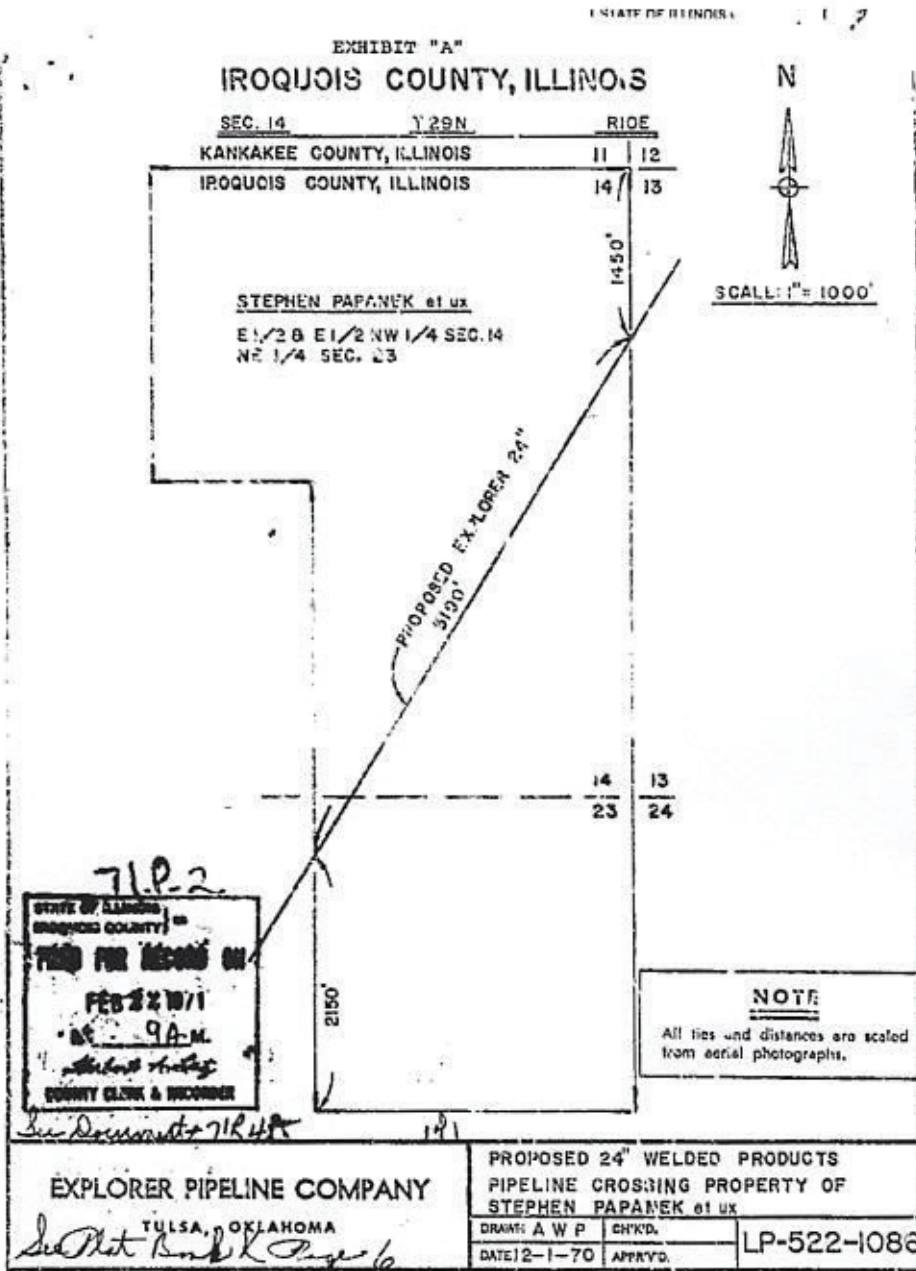
My Commission Expires: \_\_\_\_\_

Notary Public

[Signature]



Note: This document (71 P 2) is referenced in, but not included with, the original recorded document (71R485).



184044

184044

DOCUMENT NO. \_\_\_\_\_ FILED FOR RECORD IN RECORDER'S OFFICE  
OF FORD COUNTY, ILLINOIS ON 3-17-77 AT 10:35 O'CLOCK A.  
RONALD A. RASMUS, RECORDER

Tract No. LF0-17-77-3460

PIPELINE EASEMENT AND RIGHT OF WAY GRANT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, the undersigned (hereinafter referred to as "Grantor", whether one or more) does hereby grant, convey and warrant to THE PEOPLES GAS LIGHT AND COKE COMPANY, an Illinois corporation (hereinafter referred to as "Grantee"), its successors and assigns, a perpetual easement and right of way twenty-five (25) feet in width to survey, clear, excavate for, construct, reconstruct, renew, replace, operate, maintain, inspect, test, alter, change the size of, repair, remove and abandon in place a pipeline and appurtenances for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline within, under, upon and through the following described real estate (hereinafter the "Property") situated in the County of Ford, State of Illinois, to-wit:

The Southwest quarter of Section 3, T. 28 N - R 9 E of the Third Principal Meridian

said permanent easement and right of way twenty-five (25) feet in width (hereinafter the "Easement and Right of Way") being described on the plat of survey attached hereto as Exhibit "A" and hereby made a part hereof, together with a temporary easement for pipeline construction purposes within, upon and through a tract of land fifty (50) feet in width lying adjacent to the Easement and Right of Way on either side thereof or partly on one side and partly on the other side thereof, and such additional temporary workspace for road, railroad and water crossings as is

184044

shown on the Exhibit "A", together with the right of ingress and egress over the Property at convenient points for the exercise of its rights in the Easement and Right of Way granted hereunder. Grantor hereby releases and waives all rights and benefits under applicable homestead exemption laws.

Grantor shall have the right to use and enjoy the surface of the Property in any manner which shall not interfere with the exercise by Grantee of its rights hereunder, provided, however, that Grantor shall neither construct nor permit to be constructed any permanent structure on or over the Easement and Right of Way granted hereunder without the express written consent of Grantee. Grantee covenants and agrees that it will bury the pipeline constructed hereunder below ordinary plow depth and that it shall replace in a good and workmanlike manner all drainage tile cut in the construction of the pipeline hereunder.

Grantee shall not place any valve or other appurtenance on said Easement and Right of Way, nor shall there be any other above ground installations, provided that Grantee shall have the right to place vent pipes, markers and electrolysis connections in fence and/or property lines. In addition, Grantee shall have the right from time to time to cut all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges granted hereunder.

Grantee agrees to reimburse the owner of the Property and any tenant or lessee thereof, as their respective interests may appear, for any damages to fences, growing crops and timber which may be caused by Grantee's exercise of the rights granted hereunder.

The rights herein granted may be assigned in whole or in part. All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors and assigns of the parties hereto.

Grantor acknowledges that the person securing this Grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Grantor represents that the Property is rented for the period from \_\_\_\_\_, 1989, to \_\_\_\_\_ annually \_\_\_\_\_, 19\_\_\_\_, on a crop basis to \_\_\_\_\_

John Scott

IN WITNESS WHEREOF, Grantor has executed this Pipeline Easement and Right of Way Grant this 24<sup>th</sup> day of February, 1989.

Ronald S. Papanek  
Ronald S. Papanek

Ingrid E. Papanek  
Ingrid E. Papanek

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Draft Nos. \_\_\_\_\_

Tract No. LFO-17-77-3460

This instrument prepared by  
Stephen H. Armstrong, Esq.  
The Peoples Gas Light and  
Coke Company  
Suite 320  
122 South Michigan Avenue  
Chicago, Illinois 60603

Mail to:  
Steve Parrott  
Ford, Bacon and Davis, Inc.  
330 North Sangamon Avenue  
Gibson City, Illinois 60936

ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
                          )  
COUNTY OF COOK     )

I, KATHRYN PAGANI, a Notary Public in  
and for said County, in the State aforesaid, do hereby certify  
that RONALD S. PAPANEK AND  
INGRID E. PAPANEK, personally known to  
me to be the same person(s) whose name(s) is/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 \_\_\_\_\_  
BEING \_\_\_\_\_ free and voluntary act, for the uses  
and purposes therein set forth therein.

IN WITNESS WHEREOF, I have hereunder subscribed my name  
and affixed my official seal this 24TH day  
of FEBRUARY, A.D. 1989.

*Kathryn Pagani*  
\_\_\_\_\_  
Notary Public



