

COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

Issued By:

CHICAGO TITLE INSURANCE COMPANY
10 S. LASALLE ST. 3100
CHICAGO, IL 60603

By

Authorized Signatory

Refer Inquiries To:
(312) 223-3005



Commitment No.: 1401 880015195 D2

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: BLODGET RD-CHANNAHON (1)

ORDER NO. : 1401 880015195 D2

EFFECTIVE DATE: AUGUST 26, 2015

1. POLICY OR POLICIES TO BE ISSUED:

OWNER' S POLI CY: ALTA OWNERS 2006
AMOUNT: \$10,000.00
PROPOSED I NSURED:

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN: PRAIRIE ACRES ENTERPRISES, L. L. C. , AN ILLINOIS LIMITED LIABILITY COMPANY

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 880015195 D2

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 880015195 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST OF THE RIGHT OF WAY OF THE C & A RAILROAD EXCEPTING THEREFROM THE EAST 40 ACRES OF THE SOUTHWEST QUARTER AND EXCEPT THE EAST 200 FEET OF THE WEST 1394.73 FEET OF THE SOUTH 350.08 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 34 LYING EASTERLY OF THE CHICAGO AND ALTON RAILROAD (EXCEPT THE EAST 1/2 OF THE EAST 1/2 THEREOF) , IN WILL COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO. : 1401 880015195 D2

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF 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 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. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:
 - A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
 - B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 8. TAXES FOR THE YEAR 2015

2015 TAXES ARE NOT YET DUE OR PAYABLE.

PERMANENT TAX NO. 10-34-200-005-0000 (AFFECTS LAND AND OTHER PROPERTY)

T 9. NOTE: THE LAND LIES WITHIN A COUNTY WHICH IS SUBJECT TO THE PREDATORY LENDING DATABASE ACT (765 ILCS 77/70 ET SEQ. AS AMENDED). A CERTIFICATE OF COMPLIANCE WITH THE ACT OR A CERTIFICATE OF EXEMPTION THEREFROM MUST BE OBTAINED AT TIME OF CLOSING IN ORDER FOR THE COMPANY TO RECORD ANY INSURED MORTGAGE. IF THE CLOSING IS NOT CONDUCTED BY THE COMPANY, A CERTIFICATE OF COMPLIANCE OR A CERTIFICATE OF EXEMPTION MUST BE ATTACHED TO ANY MORTGAGE TO BE RECORDED.

NOTE: FOR KANE, WILL AND PEORIA COUNTIES, THE ACT APPLIES TO MORTGAGES RECORDED ON OR AFTER JULY 1, 2010.

B 10. OUR LEGAL DESCRIPTION IS FOR CONVENIENCE ONLY UPON A REVIEW OF A PROPERLY EXECUTED PLAT OF SURVEY AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AS MAY BE DEEMED NECESSARY

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO. : 1401 880015195 D2

- C 11. NOTE: 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.).
- R 12. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
- S 13. WE 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.
- D 14. WE SHOULD BE FURNISHED (A) CERTIFICATION FROM THE ILLINOIS SECRETARY OF STATE THAT PRAIRIE ACRES ENTERPRISES L. L. C. HAS PROPERLY FILED ITS ARTICLES OF ORGANIZATION, (B) A COPY OF THE ARTICLES OF ORGANIZATION, TOGETHER WITH ANY AMENDMENTS THERETO, (C) A COPY OF THE OPERATING AGREEMENT, IF ANY, TOGETHER WITH ANY AMENDMENTS THERETO, (D) A LIST OF INCUMBENT MANAGERS OR OF INCUMBENT MEMBERS IF MANAGERS HAVE NOT BEEN APPOINTED, AND (E) CERTIFICATION THAT NO EVENT OF DISSOLUTION HAS OCCURRED.

NOTE: IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE L. L. C. OR OF A SALE OF L. L. C. ASSETS TO A MEMBER OR MANAGER, WE SHOULD BE FURNISHED A COPY OF A RESOLUTION AUTHORIZING THE TRANSACTION ADOPTED BY THE MEMBERS OF SAID L. L. C.

- E 15. RIGHTS OF OWNERS OF LAND BORDERING ON THE CREEK RUNNING THROUGH THE LAND IN RESPECT TO THE WATER AND USE OF THE SURFACE OF SAID BODY OF WATER.
- F 16. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROAD PURPOSES, TOGETHER WITH UTILITY RIGHTS THEREIN, INCLUDING THAT PART DEDICATED BY INSTRUMENTS DATED NOVEMBER 24, 1959 AND RECORDED DECEMBER 11, 1959 AS DOCUMENT NO. 893331; AND RECORDED AS DOCUMENT NO. R67-19165; AND RECORDED MARCH 13, 1957 AS DOCUMENT NO. 819346.
- G 17. GRANT DATED AUGUST 14, 1959 AND RECORDED SEPTEMBER 9, 1959 AS DOCUMENT NO. 885733 MADE BY THE SECRETARY OF THE THE ARMY, UNDER AND BY VIRTUE OF THE AUTHORITY VESTED IN HIM BY TITLE 10, U. S. CODE, SECTION 2669, TO MIDWESTERN GAS TRANSMISSION COMPANY., CORPORATION OF TENNESSEE, FOR A PERIOD NOT EXCEEDING 50 YEARS FROM THE DATE THEREOF, AN EASEMENT FOR A RIGHT OF WAY FOR CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, RELOCATION AND REMOVAL OF TWO PIPELINES FOR THE TRANSPORTATION OF NATURAL GAS, PETROLEUM PRODUCTS OR ANY OTHER SUBSTANCE CAPABLE OF TRANSPORT THROUGH PIPELINES OVER, ACROSS AND UNDER LAND UNDER THE CONTROL OF THE SECRETARY OF THE ARMY AT THE LOCATION AND WIDTH DESCRIBED THEREIN AND SHOWN IN RED ON PLAT ATTACHED THERETO AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN CONTAINED.
- Y 18. EASEMENT IN FAVOR OF MIDWESTERN GAS TRANSMISSION 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/FILED AS DOCUMENT NO.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO. : 1401 880015195 D2

R2009-120060.

- H 19. RESERVATION CONTAINED IN QUIT CLAIM DEED DATED JUNE 15, 1964 AND RECORDED JULY 8, 1964 AS DOCUMENT NO. 101380 FROM THE UNITED STATES OF AMERICA TO MERLIN KARLOCK AND FRANK MASCICKIS TO FOLLOWING:
- (A) ALL GOVERNMENT OWNED RAILROAD LINES, IF ANY, INCLUDING, BUT NOT LIMITED TO AN EASEMENT 200 FEET WIDE FOR A GOVERNMENT SPUR TRACK NOW LOCATED IN THE NORTHEAST 1/4 OF SECTION 27; (B) AN EASEMENT, 200 FEET IN WIDTH, FOR THE USE AND OPERATION OF AN EXISTING 42 INCH WATER LINE LOCATED ADJACENT TO AND PARALLEL WITH THE SOUTH LINE OF SECTION 34; (C) THE OWNERSHIP OF "DEEP WELL NO. 4" LOCATED IN THE SOUTHWEST 1/4 OF SECTION 34; (D) AN EASEMENT, 200 FEET IN WIDTH, FOR THE OPERATION, REPAIR AND REPLACEMENT OF AN EXISTING 6900 VOLT ELECTRIC POWER AND COMMUNICATION LINE LOCATED ADJACENT TO AND PARALLEL WITH THE SOUTH LINE OF SECTION 34; (E) AN EASEMENT, 66 FEET WIDE, FOR INGRESS AND EGRESS ALONG DRUMMOND AND BLODGETT ROADS.
- I 20. COVENANT CONTAINED IN DEED DOCUMENT NO. 1013080 AFORESAID, RELATING TO FENCES AND LOCATION OF BUILDINGS AND OBSTRUCTIONS IN DESIGNATED "CLEAR ZONES".
- NOTE: SAID INSTRUMENT CONTAINS NO PROVISION FOR A FORFEITURE OF OR REVERSION OF TITLE IN CASE OF BREACH OF CONDITION.
- J 21. THIS COMMITMENT AND POLICY, WHEN ISSUED, SHOULD NOT BE CONSTRUED AS INSURING DIRECT ACCESS RIGHTS TO FEDERAL AID HIGHWAY ROUTE 77 (U. S. 66), ALSO KNOWN AS FAI ROUTE 55.
- K 22. THIS COMMITMENT AND POLICY, WHEN ISSUED, SHOULD NOT BE CONSTRUED AS INSURING ACCESS RIGHTS TO THE LAND BY MEANS OTHER THAN AS LIMITED BY THE DEDICATIONS AFORESAID, NOR AS INSURING CROSSING RIGHTS OVER THE RAILROAD RIGHT OF WAY THROUGH THE LAND, IF ANY.
- L 23. GRANT DATED MARCH 30, 1937 AND RECORDED APRIL 14, 1937, IN BOOK 817, PAGE 197, AS DOCUMENT NO. 498293 MADE BY NICHOLAS BRITZ AND WIFE, TO SUPER-POWER CORPORATION OF ILLINOIS, AN ILLINOIS CORPORATION, OF THE PERPETUAL RIGHT TO CONSTRUCT, OPERATE, USE AND MAINTAIN ELECTRIC TRANSMISSION LINES, INCLUDING TOWERS AND NECESSARY FIXTURES, WIRES AND CABLES ATTACHED THERETO, OVER AND UPON ALL THAT PART OF THE SOUTH EAST 1/4 OF SECTION 27 AND THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT THE RIGHT OF WAY OF THE AT&SF RAILWAY COMPANY AND THE ALTON RAILROAD COMPANY) OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WITHIN 125 FEET OF EACH SIDE OF CENTER LINE DESCRIBED AS FOLLOWS: : BEGINNING AT A POINT WHICH IS 1328.7 FEET SOUTH OF THE NORTH SECTION LINE OF SECTION 26 AND 2137.88 FEET WEST OF THE EAST SECTION LINE OF SAID SECTION 26; THENCE SOUTHWESTERLY TO A POINT ON THE WEST SECTION LINE OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9, WHICH IS 499.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 34.
- M 24. RANT MADE BY JOHN F. O'BRIEN AND WIFE, TO SUPER-POWER CORPORATION OF ILLINOIS, A CORPORATION OF ILLINOIS, DATED JUNE 15, 1937 AND RECORDED JUNE 18, 1937 IN BOOK 821, PAGE 357, AS DOCUMENT NO. 500194, OF THE PERPETUAL RIGHT TO CONSTRUCT, OPERATE, USE AND MAINTAIN ELECTRICAL TRANSMISSION LINES (INCLUDING TOWERS, NECESSARY FIXTURES, WIRES AND CABLES ATTACHED THERETO) FOR THE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO. : 1401 880015195 D2

TRANSMISSION OF ELECTRICAL ENERGY WITH THE RIGHT TO PATROL AND REPAIR SUCH LINES AND TO TRIM, CUT AND REMOVE TREES, SHRUBS AND BUSHES UPON OR OVERHANGING PART OF PREMISES HEREIN DESCRIBED LYING WITHIN 125 FEET ON EITHER SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS: : BEGINNING AT A POINT WHICH IS 1328.87 FEET SOUTH OF THE NORTH LINE OF SECTION 26 AND 2137.88 FEET WEST OF THE EAST SECTION LINE OF SAID SECTION 26; THENCE SOUTHWESTERLY TO A POINT ON THE WEST SECTION LINE OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH IS 499.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 34.

N 25. NOTE: BY INSTRUMENT DATED DECEMBER 29, 1938 AND RECORDED DECEMBER 29, 1938 IN BOOK 784, PAGE 539, AS DOCUMENT NO. 513926, SUPER-POWER CORPORATION OF ILLINOIS, AN ILLINOIS CORPORATION, CONVEYED AND ASSIGNED TO THE COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION, IN CHICAGO, ALL INTEREST IN SAID EASEMENT (WITH OTHER PROPERTY) A RIGHT OF WAY FOR 2 PROPOSED 220,000 VOLT STEEL TOWER ELECTRIC TRANSMISSION LINES OVER AND UPON THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 KNOWN AS THE "POWER-TON-CRAWFORD LINE" AND BY INSTRUMENT DATED AND RECORDED AS ABOVE IN BOOK 817, PAGE 290 AS DOCUMENT NO. 513927, ASSIGNED ALL INTEREST IN THE EASEMENT GRANTED IN BOOK 817 OF RECORDS, PAGE 197 AS DOCUMENT NO. 498293.

0 26. GRANT DATED DECEMBER 21, 1966 AND RECORDED MARCH 29, 1967 AS DOCUMENT NO. R67-3891 BY MERLIN KARLOCK AND DONNA KARLOCK, HIS WIFE, TO NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, OF A PERPETUAL, EXCLUSIVE AND ASSIGNABLE EASEMENT FOR THE INSTALLATION, CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, ALTERATION, REPLACEMENT AND REMOVAL OF A GAS REGULATOR STATION AND NECESSARY OR CONVENIENT APPURTENANT FACILITIES AND SERVICES, INCLUDING BUT NOT BY WAY OF LIMITATION, ALL CONNECTION PIPELINES THERETO IN, UPON, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO:

PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: : COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE EAST 1079.31 FEET ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 36 MINUTES 30 SECONDS EAST 183.0 FEET TO A POINT; THENCE EAST 60.0 FEET TO A POINT ON THE WESTERLY LINE OF THE MIDWESTERN GAS TRANSMISSION COMPANY'S PIPELINE EASEMENT; THENCE NORTH 0 DEGREES, 36 MINUTES, 30 SECONDS WEST 183.0 FEET ALONG SAID EASEMENT LINE TO A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE WEST 60.0 FEET ALONG SAID NORTH LINE OF THE NORTHWEST 1/4 TO THE POINT OF BEGINNING, CONTAINING 0.252 ACRES, MORE OR LESS, ALL SITUATED IN CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS

AND

A PERPETUAL AND ASSIGNABLE EASEMENT FOR THE INSTALLATION, CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, ALTERATION, REPLACEMENT AND REMOVAL OF AN UNDERGROUND GAS PIPELINE AND NECESSARY UNDERGROUND APPURTENANT FACILITIES IN, UNDER AND ACROSS THE THE FOLLOWING DESCRIBED LAND, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO:

THE NORTH 26 FEET OF THE WEST 1079.31 FEET OF THE NORTHWEST 1/4 OF SECTION 27,

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO. : 1401 880015195 D2

TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONTAINING 0.644 ACRES, MORE OR LESS, ALL SITUATED IN CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS.

- P 27. GRANT OF EASEMENT DATED OCTOBER 10, 1974 AND RECORDED OCTOBER 25, 1974 AS DOCUMENT NO. R74-26713 MADE BY AND BETWEEN LAGRANGE STATE BANK, AS TRUSTEE UNDER TRUST NUMBER 1210, AND THE CHICAGO JOLIET LIVESTOCK MARKETING CENTER, INC., A DELAWARE CORPORATION, WHEREAS GRANTEE WILL CONSTRUCT, OPERATE AND MAINTAIN A SETTLING BASIN UPON SAID DOMINANT PROPERTY OF THE GRANTEE TO BE UTILIZED BY GRANTEE TO TREAT ANIMAL WASTE AND IS DESIROUS OF OBTAINING AN EASEMENT AUTHORIZING AND PERMITTING GRANTEE TO ALLOW EFFLUENT FROM SAID SETTLING BASIN TO BE PUMPED THEREFROM AND DISCHARGED UPON THE SERVIENT PROPERTY AND FURTHER AUTHORIZING AND PERMITTING GRANTEE TO CROSS THE SERVIENT PROPERTY WITH SUCH PIPES AS SHALL BE NECESSARY IN ORDER TO SPRAY AND DISCHARGE SAID AFFLUENT UPON THE SERVIENT PROPERTY. GRANTOR GRANTS AN EASEMENT TO GRANTEE, AT ITS EXPENSE, MAY FROM TIME TO TIME, SPRAY AND DISCHARGE THE EFFLUENT FROM THE SETTLING BASIN OVER AND UPON THE SERVIENT PROPERTY, AND WHEREBY GRANTEE, AT ITS EXPENSE, MAY ENTER UPON, CROSS AND PLACE UPON SAID SERVIENT PROPERTY SUCH PIPES AS SHALL BE NECESSARY IN ORDER TO ACCOMPLISH SAID SPRAYING AND DISCHARGING; PROVIDED, HOWEVER, THAT SAID CROSSING AND/OR PLACING OF ANY SUCH PIPES AND ANY RELATED EQUIPMENT FOR THE PURPOSE INTENDED SHALL NOT INTERFERE WITH THE ORDERLY FARMING ON SAID SERVIENT PROPERTY AND SHALL BE DONE AT SUCH TIMES AS SHALL REASONABLY BE AGREED UPON THE GRANTOR AND THE GRANTEE. THE EASEMENT HEREIN GRANTED SHALL EXTEND FOR A PERIOD OF 15 YEARS FROM THE DATE OF THIS AGREEMENT. SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

NOTE: SAID DOMINANT PROPERTY IS DESCRIBED AS FOLLOWS: :

THAT PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: : BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 80 FEET WEST OF THE CENTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 900 FEET; THENCE WEST TO THE EAST RIGHT OF WAY LINE OF THE CHICAGO AND ALTON RAILROAD; THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE OF THE CHICAGO AND ALTON RAILROAD TO THE CENTERLINE OF SAID SECTION 34; THENCE EAST ALONG SAID CENTERLINE OF SECTION 34 TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

NOTE: SAID SERVIENT PROPERTY IS DESCRIBED AS FOLLOWS: :

PARCEL I: THE SOUTH 113 ACRES OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND ALTON RAILROAD AND WEST OF A LINE THAT IS 200 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 27, AND

PARCEL II: THE NORTH 1/2 OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST RIGHT OF WAY OF THE CHICAGO AND ALTON RAILROAD EXCEPTING THEREFROM THE EAST 1/2 OF THE NORTHEAST 1/4, EXCEPT THE EAST 165 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND EXCEPTING THE SOUTH 495 FEET OF THE WEST 825 FEET OF THE EAST 990 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4, AND ALSO EXCEPTING THEREFORM THE TRACT HEREIN ABOVE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO. : 1401 880015195 D2

DESCRIBED AS THE DOMINANT PROPERTY.

Q 28. CONSERVATION EASEMENT IN FAVOR OF THE STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES, AND ITS ASSIGNS, GRANTEE, GRANTED BY DEED OF CONSERVATION EASEMENT DATED DECEMBER 26, 1997 AND RECORDED DECEMBER 31, 1997 AS DOCUMENT R97-117001 BY BANK ONE CHICAGO, N. A., AS TRUSTEE UNDER AGREEMENT DATED OCTOBER 13, 1970 AND KNOWN AS TRUST NO. 1210, GRANTOR, AND THE TERMS AND PROVISIONS THEREIN CONTAINED.

U FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

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 AGENCY, FEDERAL GOVERNMENT AGENCY, OR CONSULATE; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

V "BE ADVISED THAT THE "GOOD FUNDS" SECTION OF THE TITLE INSURANCE ACT (215 ILCS 155/26) BECOMES 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."

W 29. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

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).

X 30. INFORMATIONAL NOTE:

TO SCHEDULE ANY CLOSINGS IN THE CHICAGO COMMERCIAL CENTER, PLEASE CALL (312)223-2707.

TO FAX FIGURES FOR A RESIDENTIAL CLOSING IN THE CHICAGO COMMERCIAL CENTER, PLEASE DIAL (312)223-5888

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

ORDER NO. : 1401 880015195 D2

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> > .

CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

FIDELITY NATIONAL FINANCIAL

PRIVACY NOTICE

Effective Date: January 6, 2015

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also No Representations or Warranties below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

How Information is Collected

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender, marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources

- o Applications or other forms we receive from you or your authorized representative;
- o Information we receive from you through the Website;
- o Information about your transactions with or services performed by us, our affiliates, or others; and
- o From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to

personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- o You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- o You can opt-out via the Consumer Choice Page at www.aboutads.info.
- o For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- o You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by FNF is used for three main purposes:

- o To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- o To improve our products and services that we perform for you or for Third Parties.
- o To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- o To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- o To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- o To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- o To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that

party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with his Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIR OR HER PARENT OR LEGAL GUARDIAN.

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer to your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other business for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2014 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

No Representations or Warranties

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We

may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

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