

2023-13014

KELLY FISHER
ROCK ISLAND COUNTY RECORDER
ROCK ISLAND, IL

RECORDED ON
10/13/2023 09:54:49 AM

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RECORDING FEE 56.00

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PAGES: 16

Prepared by and return to:
Attorney Jonathan Luljak
MICHAEL BEST & FRIEDRICH LLP
790 North Water Street, Suite 2500
Milwaukee, WI 53202

Send Tax Bills to:
Columbia Acquisitions LLC
248 Southwoods Centre
Columbia, IL 62236

Exempt under 35 ILCS 200 / 31-45, paragraph (e)

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (“Conservation Easement”) is given this 5th day of October, 2023, (“Effective Date”) by COLUMBIA ACQUISITIONS LLC, a Delaware limited liability company, having an address of 248 Southwoods Centre, Columbia, Illinois 62236 (“Grantor”) to Prairie Hills Resource Conservation and Development, Incorporated d/b/a Prairie Land Conservancy, having an address of 321 West University Drive, Macomb, Illinois 61455 (“Grantee”). As used herein, the term “Grantor” shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined), and the term “Grantee” shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple title of certain lands situated in Rock Island County, Illinois, including approximately 103.02 acres more particularly described on Exhibit A attached hereto, depicted on the survey attached hereto as Exhibit B, and incorporated herein (“Property”), and

WHEREAS, Department Permit No. [MVR-2022-0976] of the U.S. Army Corps of Engineers (“Corps”) (hereinafter referred to as the “Permit”) authorizes certain activities which affect waters of the United States; and

WHEREAS, the Permit requires that Grantor preserve, enhance, restore, or mitigate wetlands or uplands located on the Property and under the jurisdiction of the Corps; and

WHEREAS, Grantor, in consideration of the issuance of the permits to construct and operate the permitted activity, and as an inducement to Grantee and the Corps to issue the Permit, is willing to grant a perpetual Conservation Easement over the Property.

NOW THEREFORE, in consideration of the above and mutual covenants, terms conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual Conservation Easement for and in favor of Grantee upon the Property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Purpose:** The purpose of this Conservation Easement is to retain and maintain land or water areas on the Property in their natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife. Those wetland or upland areas that are to be restored, enhanced, or created pursuant to the Permit shall be retained and maintained in the restored, enhanced, or created condition required by the Permit.

2. **Rights of Grantee:** The following rights are conveyed to Grantee and the Corps by this Conservation Easement:

a. The right to take action to preserve and protect the environmental value of the Property;

b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to proceed at law or in equity to enforce the provisions of this Conservation Easement, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. **Prohibited Uses:** Except for restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, or the construction or placing of structures below the ground that may impact the surface of the Property, however nothing contained herein shall prohibit Grantor from installing hunting blinds;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except as may be permitted by the Permit, and except for the removal of nuisance, exotic, or non-native vegetation

in accordance with a maintenance plan approved by Grantee;

d. Planting of nuisance, exotic, or non-native plants as listed by the State of Illinois;

e. Exploration for, or extraction of, oil or gas in such a manner as to affect the surface, or excavation, dredging, or removal of coal, loam, peat, gravel, soil, rock, or other material substance, except as may be permitted or required by the Permit;

f. Use of motorized and non-motorized vehicles, the keeping or riding of horses, grazing, livestock confinement, or other surface use that may affect the natural condition of the Property, except for vehicle use for purposes of maintenance and upkeep, or as otherwise may be permitted or required by the Permit; provided, however, vehicle use as necessary to remove wild game harvested from the Property is not prohibited;

g. Tilling, plowing, planting of crops, digging, mining, or other activities that are or may be detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking, and fencing, except as permitted or required by the Permit;

h. The extraction of water from the Property or adjacent properties owned by Grantor, or the impoundment of water on the Property or on adjacent properties owned by Grantor, so as to affect the hydrology of the Property;

i. Acts or uses detrimental to the aforementioned retention and maintenance of land or water areas;

j. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; and

k. The subdivision of the Property.

4. **Reserved Rights:** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any Corps rule, criteria, permit, or the intent and purposes of this Conservation Easement.

5. **Taxes:** Grantor shall pay any and all applicable real property taxes and assessments levied by competent taxing authority on the Property.

6. **Maintenance:** Grantor and Grantee agree that the party identified as the “Long Term Steward” in the final mitigation banking instrument associated with the Permit shall operate, maintain and keep up the Property consistent with the purpose of this Conservation Easement and as required by the Permit. The Long Term Steward shall remove from the Property any nuisance, exotic, or non-native plants as listed by the State of Illinois and shall maintain the hydrology of the Property as it currently exists or as otherwise required by the Permit.

7. Remedies:

- a. Notice of Violation: Corrective Action. If Grantor or Grantee is in violation of the terms of this Conservation Easement (such party being the “Defaulting Party”), the other party (such party being the “Non-Defaulting Party”) shall give written notice to the Defaulting Party of such violation and may demand the Defaulting Party undertake reasonable and appropriate corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from such violation of this Conservation Easement, to restore the portion of the Property so injured.
- b. Injunctive Relief. If the Defaulting Party fails to cure the violation within sixty (60) days after receipt of notice thereof from the Non-Defaulting Party, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin and continue diligently to cure such violation within said sixty (60) day period until finally cured, the Non-Defaulting Party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement, and/or to require the restoration of the Property to the condition that existed prior to any such injury.
- c. Costs of Enforcement. Any costs incurred by the Non-Defaulting Party in enforcing the terms of this Conservation Easement against the Defaulting Party, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by the Defaulting Party's violation of the terms of this Conservation Easement shall be borne by the Defaulting Party. The substantially prevailing party in any action to enforce the terms of this Conservation Easement, such as the costs of a legal suit, including, without limitation, attorneys' fees, shall be borne by the substantially non-prevailing party.
- d. Acts Beyond A Party's Control. Nothing contained in this Conservation Easement shall be construed to entitle a party to bring any action against the other party for any injury to or change in the Property resulting from causes beyond the other party's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by such party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes or arising out of any taking of the Property or any part thereof by any government or governmental agency or utility under powers of eminent domain.

8. **Hazardous Waste:** Grantor covenants that as of the Effective Date it has not received written notice of any hazardous substances or toxic waste that exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Property, nor has Grantor received written notice of any underground storage tanks on the Property. Grantor shall be responsible for any and all necessary costs of remediation of any hazardous materials on the Property of which Grantor has received written notice as of the Effective Date.

9. **Public Access:** No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement, and Grantor further covenants not to hold any portion of the Property open to general use by the public except with the written permission of the Corps and Grantee.

10. **Extinguishment:** If circumstances arise in the future which render the purpose of the Conservation Easement impossible or impractical to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. 33 CFR 332.7(a)(3) requires sixty (60) days' advance notice to the Corps via the District Engineer for any changes, modifications, amendments or revocations. Upon such extinguishment, Grantee shall be entitled, after the satisfaction of prior claims, to its share of the proceeds from any sale, exchange, financing, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, equal to the value of the Conservation Easement unless state law then provides that the Grantor is entitled to the full proceeds from such conversion without regard to the terms of this Conservation Easement. The value of the Conservation Easement shall be determined in accordance with Paragraph 9 hereof. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant, provided, however, that such use shall not be limited to the Property. Amendments, modifications, or boundary line adjustments not resulting in any net loss of land protected by this Conservation Easement shall not be deemed to constitute extinguishments but shall require the express written approval of the U.S. Army Corps of Engineers witnessed, authenticated, and recorded.

11. **Proceeds:** 33 CFR 332.7(a)(3) requires sixty (60) days' advance notice to the Corps via the District Engineer for any changes, modifications, amendments or revocations to this Conservation Easement. This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of this agreement, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to improvements permitted under this Conservation Easement, if any) by a fraction of which the numerator shall be the value of the Conservation Easement at the time of this grant and the denominator shall be the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. The values at the time of the grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant, and the value of the Conservation Easement shall be equal to the difference in value between the Property as encumbered by this Conservation Easement. If Grantor does not claim a charitable gift deduction for purposes of calculating federal income taxes and submit a Qualified Appraisal value of the Conservation Easement shall be deemed to be twenty percent (20%) of the value of the Property unencumbered by this Conservation Easement. At the election of either party, the parties agree to execute an amendment to this Conservation Easement in recordable form establishing the fraction determined pursuant to this paragraph.

12. **Liability:** Grantor shall continue to retain all liability for any injury or damage to the person or property of third parties that may occur on the Property arising from ownership of the

Property. Neither Grantor, nor any person claiming by or through Grantor, shall hold Grantee or the Corps liable for any damage or injury that may occur on the Property.

13. **Recording Requirements:** Grantor shall record this Conservation Easement in the official records of Rock Island County, Illinois, and any party shall have the right to re-record it at any time Grantee or the Corps may require to preserve their rights. Grantor shall pay all recording costs, fees and taxes necessary at any time to record this Conservation Easement in the public records. Grantor shall thereafter insert a reference to the terms and restrictions of this Conservation Easement (“Restrictions”) in any subsequent deed or other legal instrument by which Grantor divests himself/herself/itself of any interest in the Property, and shall provide a photocopy of the recorded Conservation Easement to the new owner(s).

14. **Enforcement:** The terms and conditions of this Conservation Easement may be enforced in an action at law or equity by the Grantee or the Corps against the Grantor or any other party violating or attempting to violate the Restrictions. Enforcement of this Conservation Easement shall be at the reasonable discretion of the Grantee or the Corps, and any forbearance on behalf of Grantee or the Corps to exercise its or their rights hereunder in the event of any breach by Grantor shall not be deemed or construed to be a waiver of rights. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions, and restrictions of this Conservation Easement, including without limitation, the costs of suit, and attorney's fees, shall be borne by and recoverable against the non-prevailing party in such proceedings, except that such costs shall not be recoverable against the Corps. In addition, if the Grantee or the Corps shall prevail in an enforcement action, such party shall also be entitled to recover that party's cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of these Restrictions or to the vegetative and hydrologic condition required by the Permits.

15. **Assignment of Rights:** Grantee shall hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement, except to another legal entity qualified to hold such interests under applicable state and federal laws and committed to holding this Conservation Easement exclusively for the purposes stated herein, which includes an organization authorized to acquire and hold conservation easements under the *Real Property Conservation Rights Act (765 ILCS 120)*. Grantee shall notify the Corps in writing of any intention to reassign this Conservation Easement to a new grantee at least sixty (60) days in advance thereof, and the Corps must accept the assignment in writing. The new grantee shall then deliver a written acceptance to the Corps. The assignment instrument must then be recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the assignment instrument shall be furnished to the Corps. Failure to comply with the assignment procedure herein stated shall result in invalidity of the assignment. In the event of dissolution of the Grantee or any successor, or failure for sixty (60) days or more to execute the obligations of this Conservation Easement, the Grantee shall transfer this Conservation Easement to a qualified and willing grantee. Upon failure of the Grantee or any successor to so transfer the Conservation Easement, the Corps shall have the right to sue to force such an assignment to a grantee to be identified by the Corps.

16. **Successors:** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

17. **Notices:** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

To Corps:

To Grantor:

Columbia Acquisitions LLC
248 Southwoods Centre
Columbia, Illinois 62236

To Grantee:

Prairie Hills Resource Conservation and Development, Incorporated
321 W. University Drive
Macomb, Illinois 61455

18. **Severability:** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

19. **Alteration or Revocation:** This Conservation Easement may be amended, altered, released, canceled, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors in interest, which shall be filed in the public records of Rock Island County, Illinois. No action shall be taken, however, without advance written approval thereof by the Corps. Corps approval shall be by letter attached as an exhibit to the document amending, altering, canceling, or revoking the Conservation Easement, and said letter shall be informal and shall not require notarization. It is understood and agreed that Corps approval requires a minimum of sixty (60) days written notice, and that the Corps may require substitute or additional mitigation, a separate conservation easement or alternate deed restrictions, or other requirements as a condition of approval. Any amendment, alteration, release, cancellation, or revocation together with written Corps approval thereof shall then be filed in the public records of Rock Island County, Illinois, within sixty (60) days thereafter.

20. **Miscellaneous:**

- a. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Illinois, and to the extent applicable, federal law.
- b. Liberal Construction. The general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the Conservation Easement to effect the purpose of this Conservation Easement and the policy and purpose of the *Real Property Conservation Rights Act (765 ILCS 120)*. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that

would render the provision valid shall be favored over any interpretation that would render it invalid.

- c. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 19 hereof.
- e. No Forfeiture. Nothing contained herein, nor a violation or default in the obligation of this Conservation Easement, will result in a forfeiture or reversion of Grantor's title in any respect.
- f. Joint Obligation. These obligations imposed by this Conservation Easement upon Grantor, if more than one, shall be joint and several.
- g. Preamble. The information asserted in the introductory language or preamble shall be included as part of this Conservation Easement.
- h. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- i. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

GRANTOR FURTHER COVENANTS that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and that no mortgages or other liens exist; that Grantor has good right and lawful authority to convey this Conservation Easement, and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever. Notwithstanding this last paragraph of the Conservation Easement, Grantor shall have the right to mortgage the Property so long as any such mortgage is subordinated to the Conservation Easement.

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IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement this 5th day of October, 2023.

GRANTOR:

COLUMBIA ACQUISITIONS LLC,
a Delaware limited liability company

By: Chris Elliott

Print: Chris Elliott

Title: Authorized Agent

STATE OF ILLINOIS)
) ss
COUNTY OF MONROE)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Chris Elliott as Authorized Agent of COLUMBIA

ACQUISITIONS LLC, a Delaware limited liability company, personally known to me or sufficiently proven to me, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 5th day of October, 2023



Deborah B Copelin

Print Name: Deborah B Copelin

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission: July 11, 2024

IN WITNESS WHEREOF, the Grantee has executed this Conservation Easement this 5th day of OCTOBER, 2023.

GRANTEE:
Prairie Hills Resource Conservation and
Development, Inc.,
an Illinois non-profit corporation

By: Alice Henry
Print: Alice Henry
Title: President

STATE OF ILLINOIS)
) ss
COUNTY OF McDONOUGH

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ALICE HENRY as PRESIDENT of PRAIRIE HILLS, personally known to me or sufficiently proven to me, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 5th day of OCTOBER, 2023



David P King
Print Name: DAVID P KING
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission: Expires 11/10/23

Exhibit A

Legal Description of Property

Parcel 1 – Tract 2 is situated in County of Rock Island, State of Illinois.

PARCEL 1 - Tract 2

Part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE 1/4) of Section Number Twenty-two (22), Township Number Eighteen (18) North, Range Number Two (2) East of the Fourth (4th) Principal Meridian; more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter;
 Thence along the north line of said Northeast Quarter, North 89 degrees 28' 37" East, a distance of 40.02 feet to the easterly right of way line of County Highway No. 4 (aka 265th St. North) and the Point of Beginning;
 Thence North 89 degrees 28' 37" East, along said north line, a distance of 1309.49 feet to the east line of the Northwest Quarter of said Northeast Quarter;
 Thence South 04 degrees 19' 17" East, along said east line of said Quarter-quarter Section, a distance of 1330.17 feet to a stone found at the southeast corner of said Quarter-quarter Section;
 Thence along the south line of the Northwest Quarter of said Northeast Quarter of Section 22, South 89 degrees 49' 39" West, a distance of 1346.02 feet to the easterly right of way line of County Highway No. 4;
 Thence, along said easterly right of way line, North 02 degrees 19' 48" West, a distance of 997.38 feet to a point of deflection in said line;
 Thence continuing along said easterly line, North 05 degrees 44' 08" West, a distance of 3.63 feet to the southerly line of a parcel conveyed to David L. and Zenetta M. Adkins by Warranty Deed as filed with the Recorder of Rock Island County as Doc. No. 2000-26652 on October 18, 2000;
 Thence along said southerly line and an existing fence line, South 89 degrees 36' 16" East, a distance of 208.00 feet to the easterly line of said parcel;
 Thence North 02 degrees 13' 34" West, a distance of 249.30 feet to the northerly line of said parcel;
 Thence, along said northerly line and an existing fence line, South 87 degrees 40' 12" West, a distance of 218.00 feet to the easterly right of way line of said County Highway No. 4;
 Thence along said easterly right of way line, North 02 degrees 19' 48" West, a distance of 79.58 feet to the north line of said Northeast Quarter and the Point of Beginning.
 The above described real estate contains 39.02 acres, more or less.

Tax ID No. 10-22-200-002

PARCEL 2

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-two (22), in Township Eighteen (18) North, Range Two (2) East of the Fourth (4th) Principal Meridian; situated in the County of Rock Island, in the State of Illinois;

AND, ALSO, the following described real estate: Beginning at a stone on the Northwest corner of Section Twenty-three (23), in Township Eighteen (18) North, Range Two (2) East of the Fourth P.M., and thence South on the Section line, Eighteen and Seventy-seven One-hundredths chains to the North line of the right of way of the Chicago, Burlington and Quincy Railroad Company; thence in a Northeasterly direction along said right of way to the North line of said Section Twenty-three (23); thence West on the Section line, Sixteen and Fifty-nine One-hundredths chains to the place of beginning; containing Fifteen and Fifty-five One hundredths acres;

ALSO, the following described real estate: Beginning at a point One and Forty-one hundredths chains West of the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section Twenty-two (22), Township Eighteen (18) North, Range Two (2) East of the Fourth P.M.; thence West, Nineteen and Seven One-hundredths chains to a stone on the One-eighth Section line; thence South, Nine and Eighty-six One-hundredths chains to the North line of the right of way of the Chicago, Burlington and Quincy Railroad Company; thence Northeasterly along the North line of said right of way to the place of beginning, containing Ten and Sixty-five One hundredths acres.

PARCEL 2 is ALSO DESCRIBED AS FOLLOWS on a survey dated February 1, 2023 by James W. Abbitt, Jr., IPLS 35-2890, of Abbitt Survey & Development, PLLC:

PARCEL 2 - Tract 1

The Northeast Quarter (NE¼) of the Northeast Quarter (NE 1/4) of Section Number Twenty-two (22), Township Number Eighteen (18) North, Range Number Two (2) East of the Fourth (4th) Principal Meridian; more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter;
Thence along the east line of said Northeast Quarter, South 02 degrees 28' 48" East, a distance of 1318.91 feet to the southeast corner of said Northeast Quarter of said Northeast Quarter;
Thence along the south line of said Quarter-quarter Section, South 89 degrees 04' 38" West, a distance of 1346.07 feet to a stone found at the southwest corner of said Quarter-quarter Section;
Thence along the west line of said Quarter-quarter Section, North 04 degrees 19' 17" West, a distance of 1330.17 feet to the north line of the Northeast Quarter of said Section;
Thence along said north line, North 89 degrees 28' 37" East, a distance of 1309.51 feet to the northeast corner of said quarter-section and the Point of Beginning.
The above described real estate contains 40.33 acres, more or less.

Tax ID No. 10-22-200-003



PARCEL 2 - Tract 2

Part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW 1/4) of Section Number Twenty-three (23), Township Number Eighteen (18) North, Range Number Two (2) East of the Fourth (4th) Principal Meridian; more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter;

Thence along the west line of said Northwest Quarter, South 02 degrees 28' 48" East, a distance of 1198.86 feet to the northerly right of way line of the Chicago, Burlington and Quincy Railroad Company;

Thence northeasterly along said northerly right of way line, and the arc of a 1 degree 59 minute curve, concave northwesterly, a distance of 293.22 feet to a point of tangency;

Thence continuing along said right of way line, North 39 degrees 27' 12" East, a distance of 1283.21 feet to the north line of the Northwest Quarter of said Northwest Quarter of Section 23;

Thence along said north line, South 89 degrees 29' 25" West, a distance of 1065.01 feet to the northwest corner of said Northwest Quarter and the Point of Beginning.

The above described real estate contains 14.85 acres, more or less.

Tax ID No. 10-23-100-001

PARCEL 2 - Tract 3

Part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE 1/4) of Section Number Twenty-two (22), Township Number Eighteen (18) North, Range Number Two (2) East of the Fourth (4th) Principal Meridian; more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Northeast Quarter;

Thence along the north line of said Southeast Quarter of said quarter-section, South 89 degrees 04' 38" West, a distance of 137.04 feet to the northerly right of way line of the Chicago, Burlington and Quincy Railroad Company and the Point of Beginning;

Thence continuing along said north line of the Southeast Quarter of said quarter-section, South 89 degrees 04' 38" West, a distance of 1169.43 feet to a stone found at the northwest corner of said Quarter-quarter Section;

Thence along the west line of said Southeast Quarter of said Northeast Quarter, South 00 degrees 04' 18" West, a distance of 634.23 feet to the northerly right of way line of the Chicago, Burlington and Quincy Railroad Company;

Thence northeasterly along said northerly right of way line, North 66 degrees 23' 25" East, a distance of 485.12 feet to a point of curvature;

Thence continuing along said right of way line and the arc of a 1 degree 59 minute curve, concave northwesterly, a distance of 861.73 feet to the north line of said Southeast Quarter of said Northeast Quarter and the Point of Beginning.

The above real estate contains 8.80 acres, more or less.

Tax ID No. 10-22-200-005

Exhibit B

Depiction of Property

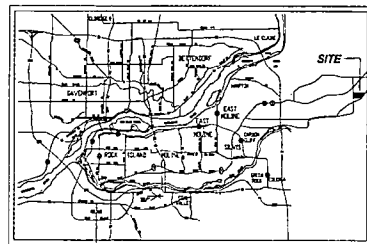
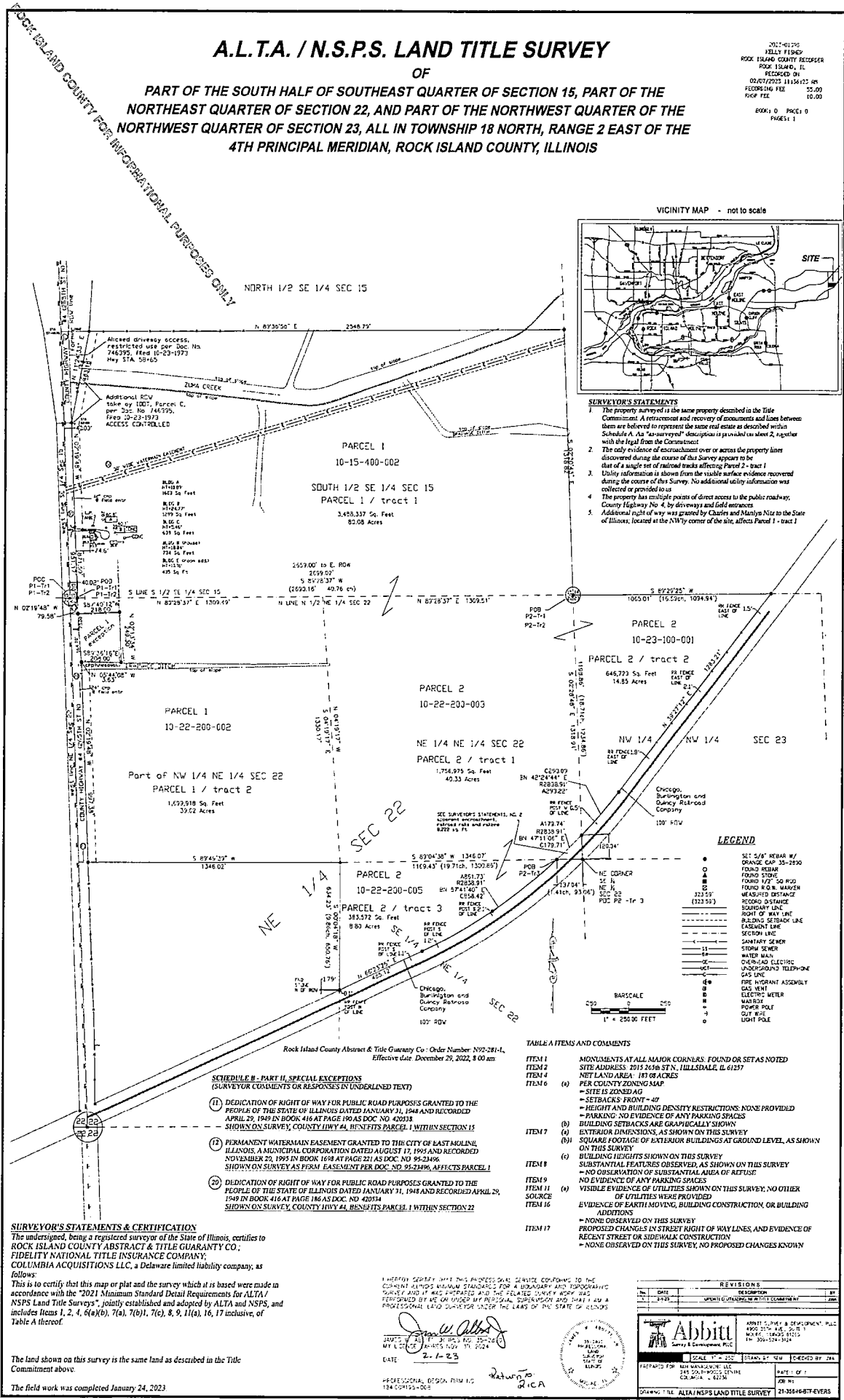
(Separately Attached)



A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

OF
PART OF THE SOUTH HALF OF SOUTHEAST QUARTER OF SECTION 15, PART OF THE
NORTHEAST QUARTER OF SECTION 22, AND PART OF THE NORTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 18 NORTH, RANGE 2 EAST OF THE
4TH PRINCIPAL MERIDIAN, ROCK ISLAND COUNTY, ILLINOIS

2023-01295
KELLY FISCH
ROCK ISLAND COUNTY RECORDER
ROCK ISLAND, IL
RECORDED ON
02/07/2023 11:36:47 AM
RECORDING FEE \$5.00
P&P FEE 10.00
BOOK 0 PAGE 0
PAGE 1



SURVEYOR'S STATEMENTS

1. The property surveyed is the same property described in the Title Commitment. A re-survey and recovery of monuments and lines between them are believed to represent the same real estate as described within Schedule A. An "as-surveyed" description is provided on sheet 2, together with the legal from the Commitment.
2. The only evidence of encroachment over or across the property lines discovered during the course of this Survey appears to be that of a single set of railroad tracks affecting Parcel 2 - tract 1.
3. Utility information is shown from the visible surface evidence recovered during the course of this Survey. No additional utility information was collected or provided to us.
4. The property has multiple points of direct access to the public roadway, County Highway No. 4, by driveway and field entrances.
5. Additional right-of-way was granted by Charles and Mary Jo Nix to the State of Illinois, located at the NW 1/4 corner of the site, affects Parcel 1 - tract 1.

LEGEND

- SEC 5/8" REBAR W/ ORANGE CAP 30-2500
- FOUND REBAR
- FOUND STOK
- FOUND 1/2" 50 HUGZ
- FOUND REBAR MARKER
- MEASURED DISTANCE
- RECORD DISTANCE (321.55')
- RIGHT OF WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- OVERHEAD ELECTRIC
- UNDERGROUND TELEPHONE
- GAS LINE
- PIPE IN/OUT ASSEMBLY
- CAL VENT
- ELECTRIC METER
- MARKER
- POWER POLE
- CUT W/ST
- LIGHT POLE

TABLE A ITEMS AND COMMENTS

ITEM #	COMMENTS
ITEM 1	MONUMENTS AT ALL MAJOR CORNERS FOUND OR SET AS NOTED
ITEM 2	SITE ADDRESS: 2015 2638 STN. ILLISDALE, IL 61237
ITEM 4	NET LAND AREA: 181.08 ACRES
ITEM 4a	PER COUNTY ZONING MAP (a) = SITE IS ZONED AG (b) = SETBACKS FRONT - 40' (c) = HEIGHT AND BUILDING DENSITY RESTRICTIONS NONE PROVIDED (d) = PARKING - NO EVIDENCE OF ANY PARKING SPACES
ITEM 7	(a) BUILDING SETBACKS ARE GRAPHICALLY SHOWN (b) EXTERIOR DIMENSIONS, AS SHOWN ON THIS SURVEY (c) SQUARE FOOTAGE OF EXTERIOR BUILDINGS AT GROUND LEVEL, AS SHOWN ON THIS SURVEY
ITEM 8	(a) BUILDING HEIGHTS SHOWN ON THIS SURVEY (b) SUBSTANTIAL FEATURES OBSERVED, AS SHOWN ON THIS SURVEY (c) NO OBSERVATION OF SUBSTANTIAL AREA OF REFUSE
ITEM 9	NO EVIDENCE OF ANY PARKING SPACES
ITEM 11	VISIBLE EVIDENCE OF UTILITIES SHOWN ON THIS SURVEY, NO OTHER SOURCE OF UTILITIES WERE PROVIDED
ITEM 16	EVIDENCE OF EARTH MOVING, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS (a) = NONE OBSERVED ON THIS SURVEY (b) = PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, AND EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION (c) = NONE OBSERVED ON THIS SURVEY, NO PROPOSED CHANGES KNOWN
ITEM 17	

SCHEDULE B - PART II, SPECIAL EXCEPTIONS
(SURVEYOR COMMENTS OR RESPONSES IN UNDERLINED TEXT)

- (1) DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES GRANTED TO THE PEOPLE OF THE STATE OF ILLINOIS DATED JANUARY 31, 1948 AND RECORDED APRIL 29, 1949 IN BOOK 416 AT PAGE 190 AS DOC NO 420338
SHOWN ON SURVEY, COUNTY HWY #4, BENEFITS PARCEL 1 WITHIN SECTION 15
- (2) PERMANENT WATERMAIN EASEMENT GRANTED TO THE CITY OF EASTHOLME, ILLINOIS, A MUNICIPAL CORPORATION DATED AUGUST 17, 1993 AND RECORDED NOVEMBER 20, 1993 IN BOOK 1698 AT PAGE 221 AS DOC NO 95-23496
SHOWN ON SURVEY AS PERM. EASEMENT PER DOC. NO. 95-23496, AFFECTS PARCEL 1
- (3) DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES GRANTED TO THE PEOPLE OF THE STATE OF ILLINOIS DATED JANUARY 31, 1948 AND RECORDED APRIL 29, 1949 IN BOOK 416 AT PAGE 186 AS DOC. NO 420334
SHOWN ON SURVEY, COUNTY HWY #4, BENEFITS PARCEL 1 WITHIN SECTION 22

SURVEYOR'S STATEMENTS & CERTIFICATION
The undersigned, being a registered surveyor of the State of Illinois, certifies that this map or plat and the survey which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys. Jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 4, 6(a)(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 16, 17 inclusive, of Table A thereof.

The land shown on this survey is the same land as described in the Title Commitment above.
The field work was completed January 24, 2023

I HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT LAND SURVEYING STANDARDS FOR A SURVEY AND TO THE REQUIREMENTS OF THE ILLINOIS PROFESSIONAL SURVEYING ACT AND THE RELATED SURVEYING BOARD RULES AND REGULATIONS. I AM A LICENSED SURVEYOR IN THE STATE OF ILLINOIS.
DATE: 2-1-23
KELLY FISCH
KELLY FISCH SURVEYING & CONSULTING, P.C.
134 CONGRESS ST. #205
ROCK ISLAND, IL 61201
PHONE: 309-399-1111
FAX: 309-399-1112
WWW.KFSC.COM

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	2-1-23	UPDATING COMMENTS IN THIS COMMITMENT	JWF

Abbiti
Abbiti Survey & Development, P.C.
1950 W. 21st St., Suite 200
Moline, IL 61704
Phone: 309-244-1111
Fax: 309-244-1112
www.abbiti.com

SCALE: 1" = 200'
DATE: 2-1-23
JOB NO: 21-354687-EVRS