



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## ALTA COMMITMENT FOR TITLE INSURANCE issued by FIDELITY NATIONAL TITLE INSURANCE CORPORATION

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I - Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### *Fidelity National Title Insurance Company*

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

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ALTA Commitment for Title Insurance (7-1-21)

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

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

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## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## 11. ARBITRATION

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

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Abstracts & Titles, Inc.  
Issuing Office: 205 North Second St., Edwardsville, IL 62025  
Issuing Office's ALTA® Registry ID: 1116833  
Loan ID No.:  
Commitment No.: TI145336  
Issuing Office File No.: TI145336  
Property Address: Seiler Road, Bethalto, IL 62010

### SCHEDULE A

1. Commitment Date: February 19, 2025 at 04:30 PM
2. Policy to be issued:
  - a. ALTA Owner's Policy (07/01/21)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Amount of Insurance: \$10,000.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (07/01/21)  
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy  
Proposed Amount of Insurance: \$10,000.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Harvey H. Lyerla, as Trustee under the Harvey H. Lyerla Revocable Trust of 1997
5. The Land is described as follows:  
  
SEE EXHIBIT "A" ATTACHED HERETO

Abstracts & Titles, Inc. Authorized Signatory

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## 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. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Abstracts and Titles, Inc., we require all monies due from the purchase or the loan to be in the form of a "cashier's check", "money order" or "wire transfer". The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Due to wide variances in banking practices and lack of control over funds, we cannot accept financial responsibility for delays in the clearing of funds. Please call your local title office regarding the application of this new law and requirements to your transaction.
8. NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.
9. 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.

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## SCHEDULE B - PART I

(Continued)

10. 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. The Company reserves the right to modify the Proposed Policy Amount(s) and premiums charged consistent therewith when the final amounts are approved or become known.
11. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.
12. We should be furnished an Easement and Shared Roadway Agreement made by and between the proposed purchaser of Parcel 4 and Parcel 7, their successors and assigns, over the following described parcel:  
A perpetual Roadway & Utility Easement lying in the South Half of the Southeast Quarter of Section 14, Township 6 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit:  
Beginning at the Northwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 14; thence North 89 degrees, 44 minutes and 04 seconds East 11.00 feet; thence South 01 degree, 01 minute and 25 seconds East 1294.49 feet; thence South 10 degrees, 36 minutes and 29 seconds East 22.18 feet; thence North 89 degrees, 38 minutes and 43 seconds West 53.71 feet; thence North 01 degree, 01 minute and 25 seconds West 1316.25 feet; thence South 89 degrees, 30 minutes and 11 seconds East 39.01 feet to the Point of Beginning. As per survey #2024-009025 of John D. Janes, Illinois Professional Land Surveyor #035-004044 during February of 2025.  
NOTE: This report is subject to such further matters as may then become necessary as this easement is required for access to Parcel 7.
13. Quit Claim Deed for access easement from Harvey H. Lyerla, as Trustee under the Harvey H. Lyerla Revocable Trust of 1997 to Harvey H. Lyerla, as Trustee under the Harvey H. Lyerla Revocable Trust of 1997, its successors and assigns, being an easement 20 feet wide for roadway as the same is now located extending South from the Fosterburg road along the West side of the Southwest Quarter Southwest Quarter of Section 13, Township 6 North, Range 9 West of the Third Principal Meridian and over and across the West side of the Northwest Quarter of the Northwest Quarter of Section 24, Township 6 North, Range 9 West of the Third Principal Meridian, in Madison County, Illinois, as contained in Book 3300 Page 699 and Book 4158 Page 1737.  
NOTE: This report is subject to such further objections as may then become necessary.
14. The recording of any Deed herein is contingent upon the approval by the Maps & Plats Department of Madison County as the compliance with the Plat Act.

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## SCHEDULE B - PART I

(Continued)

15. In order for Parcel 7 to be approved by the Maps and Plats Department as a division without violating the Plat Act (765 ILCS 205), the Warranty Deed from Harvey H. Lyerla, as Trustee under the Harvey H. Lyerla Revocable Trust of 1997 to the Proposed Purchaser of Parcel 7 should include the following language:  
Also, an existing private roadway recorded in Book 323 Page 357 and in Book 2142 Page 219, over and across the following described tract:  
A strip of land commencing at the Northwest corner of the said Northeast Quarter of the Northeast Quarter of said Section Twenty-three, one rod wide and running South across the North ten acres previously sold off of the North side of said Quarter Quarter Section for a road and,  
A strip of land Sixteen and One-Half feet wide of equal width off of the East side of the Southwest Quarter of the Southeast Quarter of Section Fourteen, used as a road.  
NOTE: This report is subject to such further matters as may then become necessary.
16. Trustee's Deed from Harvey H. Lyerla, as Trustee under the Harvey H. Lyerla Revocable Trust of 1997 vesting fee simple title in Prospective Purchaser.
17. Mortgage executed by Prospective Purchaser.
18. We should be furnished the following concerning the trust under which title is held:  
A.) A Certification of Trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or  
B.) In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.  
The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
19. NOTE: Please be aware that Abstracts & Titles, Inc. will issue a check payable to the trust in title. Abstracts & Titles, Inc. recommends a bank account be opened in the name of the trust prior to closing if one does not already exist. The check for disbursement must match the vesting in title.

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### SCHEDULE B, PART II - EXCEPTIONS

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. 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.
2. Rights or claims of parties in possession not shown by Public Records.
3. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. 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.
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. Boundary line disputes, overlaps and other matters not shown by the public records.

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## SCHEDULE B - PART II

(Continued)

8. Taxes for the year 2024.  
Taxes for the year 2025, which are a lien but not yet due and payable.  
Note for information purposes only: The 2023 General Taxes have been paid in the amount on larger tracts of: \$3,067.68 for 20-1-02-14-00-000-022; \$357.48 for 20-1-02-14-00-000-026; \$913.32 for 20-1-02-23-00-000-008; \$180.16 for 20-1-02-23-00-000-014; \$461.12 for 20-1-02-24-00-000-002.003.  
Note: This amount is computed with a reduction in assessed valuation due to an owners occupied exemption of \$6,000.00, senior citizen exemption of \$5,000.00, senior freeze of \$43,600.00.  
(as to Parcel 1)  
Permanent Parcel No. 20-1-02-14-00-000-022 Part of  
Permanent Parcel No. 20-1-02-14-00-000-026 Part of  
Permanent Parcel No. 20-1-02-23-00-000-008 Part of  
Permanent Parcel No. 20-1-02-23-00-000-014 Part of  
Permanent Parcel No. 20-1-02-24-00-000-002.003 Part of  
PERMANENT PARCEL NUMBERS ARE PROVIDED FOR INFORMATION ONLY. WE NEITHER GUARANTEE NOR INSURE THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND SHOULD INDEPENDENTLY VERIFY TAX PARCEL NUMBERS AND THE STATUS THEREOF.
9. Easements for public and quasi-public utilities, if any.
10. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. Assessments and Taxes, if any, not shown as a lien in the public records or the records of any taxing authority that levies taxes or assessments on real property.
12. Attention is directed to ordinances and regulations relating to connections, charges and liens for use of any public sewerage, water or other utility systems serving the premises. NOTE: WE CALL YOUR ATTENTION TO THE FACT THAT ALL SEWER AND UTILITY BILLS SHOULD BE OBTAINED FROM THE OFFICES SUPPLYING THE SERVICE. WE INDICATE ONLY RECORDED LIENS.
13. Rights, easements, leases and appurtenances relating to or associated with the estate of coal, oil, gas and other minerals underlying the land.
14. Rights of the public, the State of Illinois and the Municipality in and to those portions of the premises in question, if any, taken, used or dedicated for street, alley or highway purposes.
15. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through, or under said holder, if any. This commitment/policy does not purport to insure the minerals underlying the land.  
Note: No examination has been made of the title to minerals underlying the land.
16. Easement dated June 5, 1941 and recorded June 18, 1941 in Book 832 Page 187 made by Benjamin F. Oetken etux to Union Electric Company of Illinois for lines and appurtenances and all rights thereto and terms thereof.
17. Premises in question is located in the Fosterburg Water District and Fosterburg Fire Protection District and is subject to regulations and assessments thereof.

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## SCHEDULE B - PART II

(Continued)

18. Easement dated September 15, 1941 and recorded September 27, 1941 in Book 841 Page 183 made by Helene Hartmann and Bernard G. Hartmann, her husband, to Union Electric Company of Illinois, an Illinois Corporation, its successors and assigns, for lines and appurtenances.
19. Easement dated September 22, 1941 and recorded September 27, 1941 in Book 841 Page 184 made by Eugenie Klingel et al to Union Electric Company of Illinois, an Illinois Corporation, its successors and assigns, for lines and appurtenances.
20. Subject to any part lying within Seiler Road.
21. Easement dated March 22, 1956 and recorded May 15, 1956 in Book 1693 Page 321 as Document No. 136-4125 made by Clifford Goff and Enid Goff, his wife to Union Electric Company, a Missouri Corporation, the right to construct, reconstruct, use, operate, maintain and patrol an electric or telephone line or lines, or both, consisting of poles, guys, anchors, wires, fixtures, and appurtenances thereto, including transformers on, over, across, or under part of the East Half of the Northeast Quarter of Section 23, Township 6 North, Range 9 West of the Third Principal Meridian in Madison County, Illinois.
22. Right of Way Easement dated May 13, 1941 and recorded June 9, 1941 in Book 831 Page 475 made by Henry Dalton and Edith G. Dalton, his wife to Union Electric Company of Illinois, an Illinois Corporation, its successors and assigns the right to construct, operate, maintain, repair lines for electric light, heat, power, signal and telephone purposes and all appurtenances thereto including the right to cut and trim trees on, over, across and along lands owned by the Grantors in Madison County, Illinois.
23. Right of Way Easement dated May 13, 1941 and recorded June 9, 1941 in Book 831 Page 477 made by John Diedrich Gerdes and Gretchen Gerdes, his wife to Union Electric Company of Illinois, an Illinois Corporation the right to construct, operate, maintain and repair lines for electric light, heat, power, signal and telephone purposes and all appurtenances thereto, with the right to cut and trim trees on, over, across and along lands owned by the Grantors in Madison County, Illinois.
24. An easement 20 feet wide for roadway as same is now located, extending South from the Fosterburg Road, along the West side of the Southwest Quarter of the Southwest Quarter of Section 13 and over and across the Northwest Quarter of the Northwest Quarter of Section 24 in Township 6 North, Range 9 West of the Third Principal Meridian, Madison County, Illinois, as contained in Book 3300 Page 699.
25. Terms, provisions and conditions relating to the easements described herein and contained in the instruments creating such easements.
26. Rights of the adjoining owner or owners and of all persons claiming thereunder to the concurrent use of said easements herein.
27. Terms, powers, provisions and limitations of the Trust Agreement under which title to the premises in question is held.
28. Attention is directed to the fact that the records show no means of ingress and egress to Parcel 7 herein except that it is contiguous to Parcels 4 and 5.
29. Boundary Survey recorded February 19, 2025 in Plat Cabinet 64 Page 358.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

27C170B

ALTA Commitment for Title Insurance (7-1-21)

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TI145336



## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### EXHIBIT A

The Land is described as follows:

**Parcel 1:**

A tract of land lying in the Southwest Quarter of the Southeast Quarter of Section 14, Township 6 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit: Commencing at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 14; thence North 89 degrees, 30 minutes and 11 seconds West along the North line of said Quarter-Quarter Section and along Seiler Road 39.01 feet to the True Point of Beginning, from which a 5/8" iron pin bears South 01 degree, 01 minute and 25 seconds East 50.00 feet; thence South 01 degree, 01 minute and 25 seconds East leaving said North line and said Seiler Road 325.75 feet to a 5/8" iron pin; thence North 89 degrees, 30 minutes and 11 seconds West parallel with said North line 671.65 feet to a 5/8" iron pin; thence North 00 degrees, 02 minutes and 19 seconds West parallel with the North-South centerline of said Section 325.65 feet to the North line of the Southwest Quarter of the Southeast Quarter of said Section, from which a 5/8" iron pin bears South 00 degrees, 02 minutes and 19 seconds East 50.00 feet; thence South 89 degrees, 30 minutes and 11 seconds East along said North line and along Seiler Road 666.05 feet to the Point of Beginning, as per survey #2024-009025 of John D. Janes, Illinois Professional Land Surveyor #035-004044 during February of 2025, as recorded in Boundary Survey in Plat Cabinet 64 Page 358, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

**Parcel 2:**

A tract of land lying in the Southwest Quarter of the Southeast Quarter of Section 14, Township 6 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit: Beginning at the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 14, from which a found 5/8" iron pin bears South 00 degrees, 02 minutes and 19 seconds East 22.75 feet; thence South 89 degrees, 30 minutes and 11 seconds East along the North line of said Quarter-Quarter Section and along Seiler Road 330.47 feet to a point from which a 5/8" iron pin bears South 00 degrees, 02 minutes and 19 seconds East 50.00 feet; thence South 00 degrees, 02 minutes and 19 seconds East leaving said North line and said Seiler Road and a parallel with the North-South centerline of said Section 1318.38 feet to a found iron bar on the South line of said Section; thence North 89 degrees, 38 minutes and 43 seconds West along said South line 330.46 feet to a found axle marking the South Quarter Corner of said Section; thence North 00 degrees, 02 minutes and 19 seconds West leaving said South line and along the North-South centerline of said Section 1319.20 feet to the Point of Beginning, as per survey #2024-009025 of John D. Janes, Illinois Professional Land Surveyor #035-004044 during February of 2025, as recorded in Boundary Survey in Plat Cabinet 64 Page 358, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

**Parcel 3:**

A tract of land lying in the Southwest Quarter of the Southeast Quarter of Section 14, Township 6 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit: Commencing at the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 14, from which a found 5/8" iron pin bears South 00 degrees, 02 minutes and 19 seconds East 22.75 feet; thence South 89 degrees, 30 minutes and 11 seconds East along the North line of said Quarter-Quarter Section and along Seiler Road 330.47 feet to the True Point of Beginning, from which a 5/8" iron pin bears South 00 degrees, 02 minutes and 19 seconds East 50.00 feet; thence continue South 89 degrees, 30 minutes and 11 seconds East along said North line and said Seiler Road 330.47 feet to a point from which a 5/8" iron pin bears South 00 degrees, 02 minutes and 19 seconds East 50.00 feet; thence South 00 degrees, 02 minutes and 19 seconds East leaving said North line and said Seiler Road and a parallel with the North-South centerline of said Section 1317.56 feet to a 5/8" iron pin on the South line of said Section; thence North 89 degrees, 38 minutes and 43 seconds West along said South line 330.46 feet to a found iron bar; thence North 00 degrees, 02 minutes and 19 seconds West leaving said South line and parallel with the North-South centerline of said Section 1318.38 feet to the Point of Beginning,

## EXHIBIT A

(Continued)

as per survey #2024-009025 of John D. Janes, Illinois Professional Land Surveyor #035-004044 during February of 2025, as recorded in Boundary Survey in Plat Cabinet 64 Page 358, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

### Parcel 4:

A tract of land lying in the South Half of the Southeast Quarter of Section 14, Township 6 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit: Beginning at the Northwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 14; thence North 89 degrees, 44 minutes and 04 seconds East along the North line of said Quarter-Quarter Section and along Seiler Road 11.00 feet to a point from which a 5/8" iron pin bears South 01 degree, 01 minute and 25 seconds East 40.00 feet; thence South 01 degree, 01 minute and 25 seconds East leaving said North line and said Seiler Road 1294.49 feet to a found 5/8" iron pin; thence South 10 degrees, 36 minutes and 29 seconds East 22.18 feet to a 5/8" iron pin; thence North 89 degrees, 38 minutes and 43 seconds West along the South line of said Section 742.37 feet to a 5/8" iron pin; thence North 00 degrees, 02 minutes and 19 seconds West leaving said South line and parallel with the North-South centerline of said Section 991.91 feet to a 5/8" iron pin; thence South 89 degrees, 30 minutes and 11 seconds East parallel with the North line of the Southwest Quarter of the Southeast Quarter of said Section 671.65 feet to a 5/8" iron pin; thence North 01 degree, 01 minute and 25 seconds West 325.75 feet to the North line of said Quarter-Quarter Section, from which a 5/8" iron pin bears South 01 degree, 01 minute and 25 seconds East 50.00 feet; thence South 89 degrees, 30 minutes and 11 seconds East along said North line and along Seiler Road 39.01 feet to the Point of Beginning, as per survey #2024-009025 of John D. Janes, Illinois Professional Land Surveyor #035-004044 during February of 2025, as recorded in Boundary Survey in Plat Cabinet 64 Page 358, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

### Parcel 5:

A tract of land lying in the Southeast Quarter of the Southeast Quarter of Section 14 and the Northeast Quarter of the Northeast Quarter of Section 23, Township 6 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit: Beginning at found corner post marking the Corner common to Sections 13, 14, 23 & 24; thence South 00 degrees, 11 minutes and 25 seconds West along the East line of said Section 23 a distance of 276.04 feet to a 5/8" iron pin; thence South 89 degrees, 11 minutes and 50 seconds West leaving said East line 859.73 feet to a 5/8" iron pin; thence North 00 degrees, 20 minutes and 41 seconds East 1249.70 feet to a 5/8" iron pin; thence North 89 degrees, 44 minutes and 04 seconds East 110.00 feet to a 5/8" iron pin; thence North 00 degrees, 20 minutes and 41 seconds East 398.54 feet to the North line of the Southeast Quarter of the Southeast Quarter of said Section 14, from which a found 5/8" iron pin bears South 00 degrees, 20 minutes and 41 seconds West 25.40 feet; thence North 89 degrees, 44 minutes and 04 seconds East along said North line and along Seiler Road 205.00 feet to a point from which a 5/8" iron pin bears South 00 degrees, 48 minutes and 10 seconds East 30.00 feet; thence South 00 degrees, 48 minutes and 10 seconds East leaving said North line and said Seiler Road and parallel with the East line of said Section 14 a distance of 927.83 feet to a 5/8" iron pin; thence North 89 degrees, 44 minutes and 04 seconds East parallel with said North line 516.54 feet to the East line of said Section 14, from which a 5/8" iron pin bears South 89 degrees, 44 minutes and 04 seconds West 5.00 feet; thence South 00 degrees, 48 minutes and 10 seconds East along said East line and along Militello Lane 436.28 feet to the Point of Beginning, as per survey #2024-009025 of John D. Janes, Illinois Professional Land Surveyor #035-004044 during February of 2025, as recorded in Boundary Survey in Plat Cabinet 64 Page 358, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

### Parcel 6:

A tract of land lying in the Southeast Quarter of the Southeast Quarter of Section 14, Township 6 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit: Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 14; thence South 00 degrees, 48 minutes and 10 seconds East along the East line of said Section and along Militello Lane 927.83 feet to a point from which a 5/8" iron pin bears South 89 degrees, 44 minutes and 04 seconds West 5.00 feet; thence South 89 degrees, 44 minutes and 04 seconds West leaving said East line and said Militello Lane and

## EXHIBIT A

(Continued)

parallel with the North line of the Southeast Quarter of the Southeast Quarter of said Section 516.54 feet to a 5/8" iron pin; thence North 00 degrees, 48 minutes and 10 seconds West parallel with the East line of said Section 927.83 feet to the North line of the Southeast Quarter of the Southeast Quarter of said Section, from which a 5/8" iron pin bears South 00 degrees, 48 minutes and 10 seconds East 30.00 feet; thence North 89 degrees, 44 minutes and 04 seconds East along said North line and along Seiler Road 516.54 feet to the Point of Beginning, as per survey #2024-009025 of John D. Janes, Illinois Professional Land Surveyor #035-004044 during February of 2025, as recorded in Boundary Survey in Plat Cabinet 64 Page 358, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

### Parcel 7:

A tract of land lying in the East Half of the East Half of Section 23 and the Northwest Quarter of the Southwest Quarter of Section 24, Township 6 North, Range 9 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit:

Beginning at a 5/8" iron pin marking the Corner common to said Sections 23 & 24; thence North 87 degrees, 52 minutes and 08 seconds East along the East-West centerline of said Section 24 a distance of 1339.43 feet to a 5/8" iron pin marking the Northeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 24; thence South 00 degrees, 22 minutes and 59 seconds East leaving said East-West centerline and along the East line of said Quarter-Quarter Section 494.57 feet to the centerline of the East Fork of Wood River, from which a 5/8" iron pin bears North 00 degrees, 22 minutes and 59 seconds West 80.00 feet; thence North 76 degrees, 26 minutes and 46 seconds West leaving said East line and along said centerline 50.86 feet; thence South 67 degrees, 54 minutes and 21 seconds West along said centerline 215.85 feet; thence North 85 degrees, 19 minutes and 10 seconds West along said centerline 169.87 feet; thence North 56 degrees, 18 minutes and 36 seconds West along said centerline 185.63 feet; thence North 79 degrees, 03 minutes and 28 seconds West along said centerline 151.27 feet; thence South 64 degrees, 22 minutes and 51 seconds West along said centerline 157.93 feet; thence South 45 degrees, 00 minutes and 00 seconds West along said centerline 430.08 feet; thence South 55 degrees, 42 minutes and 22 seconds West along said centerline 259.47 feet; thence South 41 degrees, 06 minutes and 44 seconds West along said centerline 144.55 feet; thence South 57 degrees, 59 minutes and 41 seconds West along said centerline 130.77 feet; thence South 84 degrees, 32 minutes and 40 seconds West along said centerline 177.04 feet; thence North 68 degrees, 22 minutes and 27 seconds West along said centerline 180.00 feet; thence North 83 degrees, 12 minutes and 40 seconds West along said centerline 91.83 feet to the West line of the East Half of the Northeast Quarter of the Southeast Quarter of said Section 23, from which a found iron pipe bears North 00 degrees, 02 minutes and 55 seconds West 72.44 feet; thence North 00 degrees, 02 minutes and 55 seconds West leaving said centerline and along said West line 986.77 feet to a found iron pipe marking the Southeast Corner of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of said Section 23; thence North 89 degrees, 29 minutes and 12 seconds West leaving said West line and along the East-West centerline of said Section 23 a distance of 685.62 feet to a found concrete post marking the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 23; thence North 00 degrees, 25 minutes and 12 seconds East leaving said East-West centerline and along the West line of said Quarter-Quarter Section 1317.88 feet to a found iron pipe marking the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 23; thence North 00 degrees, 17 minutes and 00 seconds West leaving said West line and along the West line of said Quarter-Quarter Section 1321.45 feet to a found iron pipe; thence South 89 degrees, 38 minutes and 43 seconds East leaving said West line 38.18 feet to a 5/8" iron pin; thence South 10 degrees, 36 minutes and 29 seconds East 10.82 feet to a found 5/8" iron pin; thence South 89 degrees, 33 minutes and 36 seconds East 481.50 feet to a found 5/8" iron pin; thence South 00 degrees, 20 minutes and 41 seconds West 315.40 feet to a 5/8" iron pin; thence North 89 degrees, 11 minutes and 50 seconds East 859.73 feet to a 5/8" iron pin on the East line of said Section 23; thence South 00 degrees, 11 minutes and 25 seconds West along said East line 975.88 feet to a found iron pipe marking the Northeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 23; thence South 00 degrees, 29 minutes and 21 seconds West along said East line 1333.52 feet to the Point of Beginning, as per survey #2024-009025 of John D. Janes, Illinois Professional Land Surveyor #035-004044 during February of 2025, as recorded in Boundary Survey in Plat Cabinet 64 Page 358, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

**EXHIBIT A**  
(Continued)

Commonly known as: Seiler Road, Bethalto, IL 62010