



CONTRACT TO PURCHASE AGRICULTURAL LAND WITH IMPROVEMENTS REALTORS® Land Institute Illinois Chapter

THIS FORM OF AGREEMENT WHEN FILLED IN AND EXECUTED BY BOTH BUYER AND SELLER IS INTENDED TO BECOME A BINDING REAL ESTATE CONTRACT

This agreement is entered into between:

Seller(s) Gould Family Trust and Hancock Realty Partners
Mailing Address _____ Zip _____, and
Buyer(s) _____
Mailing Address _____ Zip _____, who
Contract(s) to purchase the following described real estate commonly known as: Gould Farm
Parcel Identification Number(s): Part of 12-12-16-400-001
and legally described as: See Exhibits A and B
(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")
None

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____
or 20.57 surveyed acres at \$ _____ /acre
Earnest Money Deposit \$ _____
Balance Due at Closing subject to adjustments provided herein \$ _____

2. METHOD OF PAYMENT: (Check Applicable Statements)

[X] A. Cash: (No financing required - certified cashier's check or wired funds)

[] B. Financing:

1. This Contract is contingent upon the ability of the Buyer to obtain a commitment for an () adjustable rate () fixed rate, mortgage loan of not less than % of purchase price, for a term not less than years by , 20 . If such a commitment is not so obtained, this Contract shall be void and all earnest money shall be returned to the Buyer, provided that Buyer has made a diligent effort to obtain such a mortgage loan within the time specified above.

2. This Contract is contingent upon Buyer and Seller signing a Contract for Deed with the principal balance of \$, and interest at the rate of % for the term of years, amortized over years with payments of \$ (or more) for principal and interest balance of \$ in cash at time of execution of such contract.

[] C. Contingency Sale:

This contract shall be contingent upon the closing of the sale of the Seller/Buyer's real estate to on or before . If Seller/Buyer is unable to close the sale by , and so notifies Seller/Buyer thereof on or before such date in writing, then this contract shall terminate and shall be of no further force and effect. In such case the Seller /Buyer shall be entitled the earnest money deposit.

3. CLOSING AND POSSESSION

This Contract shall be closed on or before October 17th 2023, or at such other time as may be mutually agreed in writing. Possession is subject to the right of any tenants in possession. The parties agree that possession of said Property is to be delivered to Buyer on or before January 1st, 2024. Seller will or will not , subject to tenant in possession rights, agree to allow Buyer the right, following fall harvesting, to enter the farm Property for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices and soil testing.

Seller's Initials _____ Seller's Initials _____ Buyer's Initials _____ Buyer's Initials _____

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 2022 real estate taxes, special assessments due and payable in 2023 shall be paid by Seller. The 2023 real estate taxes, special assessments due and payable in 2024 shall be paid by Seller. If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) X Buyer shall be credited for the 2023 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers. The 20__ real estate taxes, special assessments due and payable in 20__ shall be _____ prorated to the date of closing or _____ prorated to _____, 20__, and a credit given to buyer at closing. The 20__ drainage taxes due and payable in 20__ shall be paid by _____. If Buyer receives a credit at closing, payment of said taxes is now responsibility of the buyer.

5. CROPS AND EXPENSES

Seller___/Buyer___ shall receive the Landowner share (or ___% of the total cash rent) for the 20___ crop year. Seller___/Buyer___ shall receive the Landowner share (or ___% of the total cash rent) for the 20___ crop year. Seller___/Buyer___ shall pay ___% of the Landowner's share of the 20___ crop expenses. Seller___/Buyer___ shall pay ___%, or \$_____ of the Landowner's share of the 20___ crop expenses, incurred prior to closing.

6. GOVERNMENT AGRICULTURAL PROGRAM PAYMENTS

- A. Buyer agrees to continue to honor any existing government agricultural program contracts affecting the real estate described above, and agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.
B. Seller___/Buyer___ shall receive the landowner share of ARC/PLC government program payments for the 20___ crop year. Seller___/Buyer___ shall receive the landowner share of ARC/PLC government program payments for the 20___ crop year. Current Tenant___/ shall receive the landowner share of ARC/PLC government program payments for the 20___ crop year.
C. Seller___/Buyer___ shall receive the landowner share of government conservation program payments for the 20___ crop year. Seller___/Buyer___ shall receive the landowner share of government conservation program payments for the 20___ crop year. Current Tenant___/ shall receive the landowner share of government conservation program payments for the 20___ crop year.
D. Other Government program payments: (If applicable note program name(s), recipient, and crop year below.):

7. LEASE ASSIGNMENT / TERMINATION

- A. There is X is not ___ currently a tenant in possession of the Property. Seller X shall ___ shall not be responsible for the assignment of the current farm lease with the tenant in possession of the Property to the Buyer.
B. Seller shall ___ shall not ___ be responsible for the termination of the rights of any tenant in possession of the Property. If Seller is responsible, then Buyer shall have the right to demand satisfactory evidence that the rights of all parties to possession have been terminated.

8. ATTORNEY REVIEW (check if applicable ___)

The parties shall have until 5:00 p.m. Central Time on _____, 20__ ("Review Period") to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period, except that an attorney may not propose changes in price or the date of closing. If the Parties do not reach agreement on any proposed modification and written notice terminating this Contract is given to the other within the Review Period, this Contract shall be null and void and any earnest money refunded to Buyer. If written notice is not served within the Review Period, this provision shall be deemed waived by the parties and this Contract shall remain in full force and effect.

9. CONVEYANCE

- A. At closing Seller shall convey and transfer the Property to Buyer by Warranty Deed, Trustee's Deed, appropriate assignment, or other similar acceptable instrument of conveyance, which instrument shall be subject to the exceptions permitted herein, releasing homestead. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered. In the event the Buyer shall assume an existing indebtedness, cost of such assumption shall be borne by Buyer.
B. At Closing Seller shall deliver to Buyer a completed Real Estate Transfer Declaration signed by Seller in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Any transfer tax imposed by the Real Estate Transfer Declaration shall be paid by Seller ___/ Buyer _____.
C. Recording fees imposed on the recording of the deed shall be paid by Seller ___/Buyer _____.

10. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the Property, Seller has no knowledge or, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the Property, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the Property prior to Seller's acquisition or ownership or control of the Property. Seller similarly represents that to the best of Seller's knowledge the Property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the premises, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the Property.

11. SURVEY (Check if applicable X)

X Seller _____ Buyer shall secure a boundary survey by a licensed land surveyor at 100% Seller's 0 % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price will X will not _____ be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 12, encroachments from adjacent Property, or that improvements are not located within the setback and lot lines, then these shall be considered defects in the title to the Property.

12. TITLE EVIDENCE

Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense: **(Check appropriate statement).**

An abstract of title continued within 30 days before final payment hereunder, showing merchantable title of record to said Property in the Seller or the party who will execute the transactional instrument on Seller's behalf, according to the Rules and standards of the Bar of the County in which said Property are located, or

X A commitment and Owners Title Guaranty Policy issued by a company licensed to issue the same in the State of Illinois for the amount of the purchase price. Buyer shall pay the search charge as to Buyer, the cost of mortgagee's title insurance policy, if any, and the cost of all necessary endorsements to the title insurance policy. Buyer and Seller shall furnish immediately upon request all information legally required for financing or transfer of title.

Policy subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the Property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, which do not unreasonably interfere with Buyer's intended use of the Property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price, (h) rights of tenants in possession if any, and (i) matters which can only be discovered by a survey of the Property.

Buyer has received a copy of the title insurance commitment prior to auction. Seller shall cause the title insurance commitment to be updated by on or before September 22, 2023 to reflect the Buyer as the proposed insured, or such other individual or entity which Buyer may select, and to reflect the contract purchase price as the Proposed Policy Amount on the title insurance commitment. Buyer has reviewed the title insurance commitment before bidding. Buyer waives any objection to matters disclosed on the title insurance commitment issued prior to auction. Buyer shall only be permitted to object to matters which may be added to the title insurance commitment by revision issued after the date of auction, and in such instance Buyer or his attorney shall within 10 business days after receiving a revised title commitment deliver to Seller or his attorney a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer or his attorney within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void and all earnest money shall be returned to Buyer. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the Property as agreed.

13. MINERAL RIGHTS (check if applicable X)

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

14. CARBON CREDIT RIGHTS

A. The Property is _____ is not X currently subject to an existing carbon credit program which shall be assigned by Seller to Buyer at Closing. Buyer agrees to continue to honor any existing carbon credit program contracts affecting the Property described above and agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.

- C. The Buyer will receive, and Seller will convey at Closing all of Seller's carbon credit rights affecting the Property not previously conveyed of record.

15. WELL WATER TEST AND SEPTIC INSPECTION (check if applicable ___)

Buyer shall secure at ___ Buyer ___ Seller's expense, within _____ calendar days after date of acceptance hereof, (i) a written septic inspection delivered to Seller and Buyer, acceptable to the appropriate governmental authority, indicating proper operating condition, and (ii) a laboratory approved well water test, copies of which shall be provided to the Buyer. If either system is found defective, Seller shall have an equal number of days to repair such defects, at Seller's expense, or to provide written notice to Buyer of Seller's failure to repair. Upon receipt of Seller's notice, Buyer, at Buyer's option, shall within seven (7) days notify Seller of Buyer's election to either proceed with the transaction or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. In the event Buyer does not notify Seller of Buyer's election to proceed or declare the Contract null and void within the time specified, the contract shall remain in full force and effect without this contingency.

16. HOME INSPECTION (check if applicable ___)

Buyer has the right to conduct a Home Inspection in accordance with the attached inspection addendum. After the inspection, if the Contract is not terminated or repairs agreed upon, Buyer accepts the Property and its improvements in its condition at the time of inspection.

17. TERMITES (check if applicable ___)

Before Settlement, Seller shall provide at Seller's expense written professional certification that the dwelling (only) is free of active termites. If active termites are found, the improvements shall be treated at Seller's expense by a professional exterminator. If substantial structural damage due to termites is found, repairs shall be made at Seller's expense or negotiated, or either party may declare this Contract null and void and earnest money shall be refunded.

18. RADON DISCLOSURE REPORT [Applies only if a residence is being sold].

Seller shall comply with the Disclosure of Information on Radon Hazards, a copy of which is attached.

19. LEAD-BASED PAINT TESTING. [Applies only if residence that was constructed prior to January 1, 1978 is being sold] (check if applicable ___)

This Contract (___) is (___) is not contingent upon a risk assessment or inspection of the Property, at Buyer's expense, for the presence of lead-based paint hazards at levels determined unacceptable by federal law or regulation. Buyer shall have until 5:00 p.m. on the 10th day following final acceptance of this Contract. (The date of final acceptance shall not be counted as part of the 10 day period) to complete the inspection of risk assessment. If the inspection or risk assessment discloses the presence of a lead-based paint hazard, then Buyer shall notify Seller, in writing, of such findings and provide Seller with a copy of the inspection report within five (5) days after the time for conducting the inspection. Failure to give written notice to Seller within said time period shall mean that the contingency has been satisfied and the Buyer is bound by this Contract. If Buyer gives the appropriate notice to Seller then:

(check one)

___ Buyer may terminate this Contract by written notice to the Seller by 5:00 p.m. on _____, 20__.

___ Buyer shall provide Seller a written list of the existing deficiencies and the corrections needed. Seller shall notify Buyer in writing within ten (10) days after the receipt of the list of existing deficiencies as to what conditions, if any, will be remedied by Seller prior to closing. Buyer shall have three (3) days to notify Seller whether the proposed remediations are acceptable, and if the proposed remediations are accepted by Buyer the Contract will be binding on both sides and Seller shall be obligated to make the proposed remediations prior to closing. If Buyer fails to respond within three (3) days or does not accept the proposed remediations, then this Contract shall be void and the earnest money returned to Buyer.

X Buyer waives right to lead paint inspection.

20. RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT. [Applies only if a residence is being sold].

Seller shall comply with the Residential Real Property Disclosure Act (765 ILCS 77/1 et seq.), as amended, a copy of which is attached.

21. EQUIPMENT WARRANTY

It is expressly agreed by Buyer and Seller that other than as specifically set forth in this agreement there have been no representations, warranties or guarantees concerning the condition of the plumbing, electrical, heating, air conditioning, water supply, sewers, sewage drainage disposal system, or structural soundness of the Property which is the subject of this agreement. If any of the above described warranties, representations or guarantees are to be made, they may only be made in writing prior to the time set for closing.

22. INSURANCE (DAMAGE BY CASUALTY BEFORE CLOSING)

If prior to closing, the improvements on the Property shall be destroyed or materially damaged by fire or other casualty, Buyers shall have the option of declaring contract void and receiving a refund of the earnest money paid, or of accepting the Property as damaged or destroyed, together with the proceeds of any insurance payable as a result of such destruction or damage, including Seller's deductible, which proceeds the Seller agrees to assign to Buyer. Seller agrees to keep the building on said Property insured at present coverage of \$_____ until possession is given.

23. PERFORMANCE

In the event of default by either party under the terms of the Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to the Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

24. COMMISSION

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller.

25. EARNEST MONEY ESCROW

The earnest money funds shall be held in trust for the mutual benefit of the Parties by _____ the Seller's Broker/ _____ the Buyer's Broker/ X Other agreed to party, namely, McGrath Law Office, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 days after Date of acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

26. INTEREST BEARING TRUST ACCOUNT (check if applicable _____)

Escrow Agent is directed to deposit trust funds hereunder in an interest bearing account with the interest thereon accruing for the benefit of the _____. In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 24 and 28 of this agreement.

27. TAX DEFERRED EXCHANGE (check if applicable X)

Seller X and/or Buyer X may elect to perform an Internal Revenue code Section 1031 tax deferred exchange with respect to the transfer of the Property, and in such event, each party agrees to cooperate in such exchange and take all steps reasonably necessary to allow its completion; provided, however, the party electing such exchange shall hold the other party harmless from and against any and all claims, costs, liabilities, expense or delays in time resulting from such an exchange.

28. DUAL AGENCY CONFIRMATION (check if applicable _____)

The undersigned confirm that they have previously consented to _____ ("Licensee") acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to licensee acting as a Dual Agent in regard to the transaction referred to in this document.

Seller-Client initials: _____ Seller-Client initials: _____

Buyer-Client initials: _____ Buyer-Client initials: _____

29. RETURN OF EARNEST MONEY

In the event that the transaction does not close and the Escrowee is holding earnest money in its escrow account on behalf of the Buyer and Seller, said earnest money will be returned or held by the Escrowee in accordance with the following terms:

- A. Escrowee holding the earnest money shall give 30 days written notice to the parties to the transaction as to the Escrowee's proposed distribution of the earnest money;
- B. Written notice to the parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the parties at their respective addresses as appear above in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail;
- C. If the Escrowee does not receive an objection to its proposed distribution within said 30 day time frame, it shall be considered that the Buyer and Seller agree with the Escrowee's proposed distribution, and the Escrowee shall distribute the proceeds in the manner set forth in the Broker's notice.

Buyer and Seller acknowledge that as long as the Escrowee returns earnest money in accordance with the above written procedures and in accordance with the 30 day notice given by the Escrowee, this Contract provision is considered as written consent to disburse said earnest money funds. **In the event that the Buyer and the Seller fail to reach an agreement regarding dispersal of the earnest money, the Escrow agent is authorized to file an interpleader action, and the parties agree that the Escrow agent will be reimbursed from the earnest money for all costs including reasonable attorney's fees.**

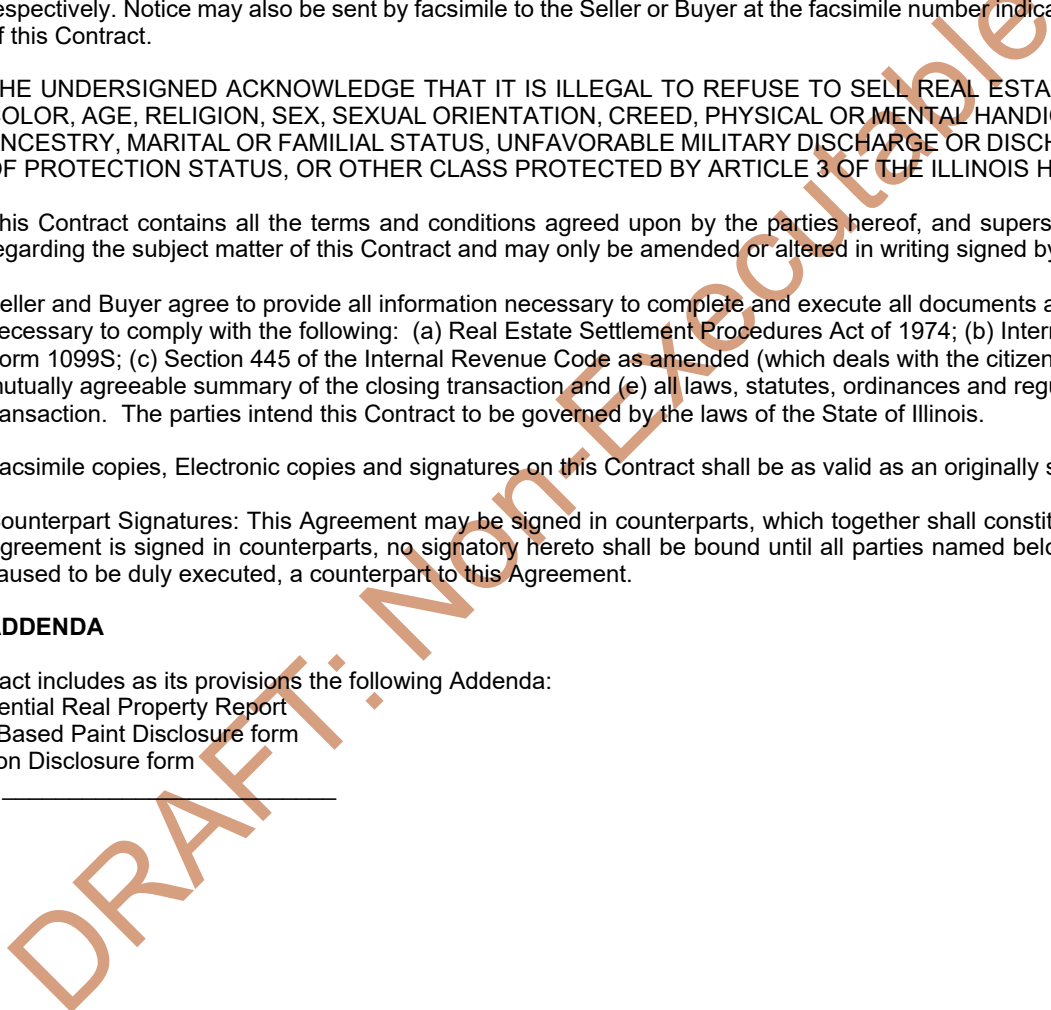
30. GENERAL CONDITIONS AND STIPULATIONS

1. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.
2. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing. If there is more than one Seller or Buyer hereunder, the mailing of such notice or demand to any one Seller or Buyer at said respective addresses shall be considered to be sufficient service on all such Sellers and Buyers respectively. Notice may also be sent by facsimile to the Seller or Buyer at the facsimile number indicated on the signature page of this Contract.
3. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, SEXUAL ORIENTATION, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
4. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreements, regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
5. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller); (d) a mutually agreeable summary of the closing transaction and (e) all laws, statutes, ordinances and regulations applicable to the transaction. The parties intend this Contract to be governed by the laws of the State of Illinois.
6. Facsimile copies, Electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
7. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart to this Agreement.

31. ADDENDA

This Contract includes as its provisions the following Addenda:

- Residential Real Property Report
- Lead Based Paint Disclosure form
- Radon Disclosure form
- Other _____



32. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before _____ am / pm on _____, 20____ or this Offer shall become null and void at the option of the Buyer. Seller does hereby accept the foregoing Contract this _____, 20____.

_____ Seller (initials) and/or _____ Buyer (initials) is currently a licensed real estate broker in the state of Illinois and understands appropriate disclosure is required to all prospective parties of this real estate transaction.

Buyer Signature Date

Seller Signature – James Gould, Trustee Date

Buyer Signature Date

Seller Signature – Julie Armistead, General Manager Date

Buyer Phone/Fax Number

Seller Phone/Fax Number

Buyer Email Address

Seller Email Address

Attorney Name

Attorney Name

Attorney Address

Attorney Address

Attorney Phone/Fax

Attorney Phone/Fax

Attorney Email Address

Attorney Email Address

The undersigned Escrowee acknowledges receipt of the aforementioned earnest money and agrees that said funds shall be held and disbursed by Escrowee according to the terms of the foregoing Contract, and all parties shall receive copies of same.

Escrowee Acceptance of Earnest Money

By Agent

Address

Address

Phone #/Fax #

Email Address

Real Estate Brokers for the transaction are:

Hertz Real Estate Services
Selling Broker

Hertz Real Estate Services
Listing Broker

By Agent Spencer A. Smith

By Agent Brian D. Massey

700 W. Bridge Street, PO Box 467
Address

700 W. Bridge Street, PO Box 467
Address

Monticello, IL 61856
Address

Monticello, IL 61856
Address

217-762-9881
Phone #/Fax #

217-762-9881
Phone #/Fax #

SpencerS@Hertz.ag
Email Address

BrianM@Hertz.ag
Email Address

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT BY BOTH PARTIES.

DRAFT: Non-Executable

Exhibit A

DESCRIPTION 20.57 ACRE

A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP-24-NORTH, RANGE--3-WEST, OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE SOUTH 87 DEGREES 43 MINUTES 00 SECONDS WEST, (BEARING ARE BASED ON ILLINOIS WEST ZONE, NAD 83 2011 ADJUSTMENT) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 1062.31 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 43 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.01 FEET; THENCE NORTH 02 DEGREES 58 MINUTES 51 SECONDS WEST, A DISTANCE OF 1582.51 FEET; THENCE NORTH 87 DEGREES 35 MINUTES 55 SECONDS WEST, A DISTANCE OF 203.73 FEET; THENCE NORTH 06 DEGREES 40 MINUTES 04 SECONDS WEST, A DISTANCE OF 172.32 FEET; THENCE NORTH 02 DEGREES 58 MINUTES 51 SECONDS WEST, A DISTANCE OF 75.37 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 45 SECONDS EAST, A DISTANCE OF 418.11 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 39 SECONDS EAST, A DISTANCE OF 234.51 FEET; THENCE SOUTH 37 DEGREES 31 MINUTES 02 SECONDS EAST, A DISTANCE OF 65.77 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 06 SECONDS EAST, A DISTANCE OF 771.70 FEET; THENCE NORTH 01 DEGREES 52 MINUTES 32 SECONDS WEST, A DISTANCE OF 345.89 FEET; THENCE NORTH 28 DEGREES 42 MINUTES 03 SECONDS EAST, A DISTANCE OF 411.13 FEET; THENCE NORTH 86 DEGREES 44 MINUTES 23 SECONDS EAST, A DISTANCE OF 100.90 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1240.54 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 28 SECONDS WEST, A DISTANCE OF 791.24 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 213.97 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 20 SECONDS WEST, A DISTANCE OF 154.35 FEET; THENCE SOUTH 84 DEGREES 29 MINUTES 27 SECONDS WEST, A DISTANCE OF 382.10 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 1173.27 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 180.01 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 20.57 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION ALONG THE SOUTH SIDE BEING USED AS PUBLIC ROAD RIGHT-OF-WAY FURTHER BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

23-306\DESCRIPTION\20.57AC

Exhibit B

PLAT OF SURVEY
PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP-24-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

NOTES:
1. PROPERTY BEING SURVEYED IS P.L. 12-12-15-300.003 AND PART OF P.L. 12-12-16-400-001.
2. BEARINGS ARE BASED ON THE ILLINOIS WEST ZONE, NAD83, 2011 ADJUSTMENT.
3. TOTAL AREA SURVEYED IS 89.33 ACRES.
4. AS OF AUGUST, 2023 THIS PROPERTY IS ZONED A-1.
5. FIELD WORK COMPLETED, AUGUST 2023.
6. THIS PROPERTY IS LOCATED IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS PER FLOOD INSURANCE RATE MAP NO. 17176C0225E, COMMUNITY PANEL NO. 170015 0025 E WITH AN EFFECTIVE DATE OF FEBRUARY 17, 2017.
7. IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, EXISTING DETACHMENTS OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

LEGEND
--- DEED LINE
--- SECTION LINE
--- ADJACENT PROPERTY LINE
--- APPARENT RIGHT-OF-WAY
--- FENCE LINE
--- MEASURED BEARING & DISTANCE
--- RECORD DISTANCE
--- SET IRON ROD 1/2\"

DESCRIPTION: 30.57 ACRE TRACT
A PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP-24-NORTH, RANGE-3-WEST, OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 16, THENCE SOUTH 87 DEGREES 43 MINUTES 50 SECONDS WEST, BEARING AS BASED ON ILLINOIS WEST ZONE, NAD 83 2011 ADJUSTMENT ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1062.31 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;
FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 87 DEGREES 43 MINUTES 50 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 300.01 FEET; THENCE NORTH 02 DEGREES 58 MINUTES 51 SECONDS WEST, A DISTANCE OF 1582.51 FEET; THENCE NORTH 07 DEGREES 35 MINUTES 55 SECONDS WEST, A DISTANCE OF 263.23 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 04 SECONDS WEST, A DISTANCE OF 172.32 FEET; THENCE NORTH 02 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 25.37 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 45 SECONDS EAST, A DISTANCE OF 416.11 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 58 SECONDS EAST, A DISTANCE OF 234.54 FEET; THENCE SOUTH 37 DEGREES 31 MINUTES 02 SECONDS EAST, A DISTANCE OF 65.77 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 06 SECONDS EAST, A DISTANCE OF 771.70 FEET; THENCE NORTH 01 DEGREES 32 MINUTES 30 SECONDS WEST, A DISTANCE OF 345.20 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 45 SECONDS EAST, A DISTANCE OF 411.13 FEET; THENCE NORTH 86 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 100.30 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREES 19 MINUTES 02 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1240.54 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 20 SECONDS WEST, A DISTANCE OF 791.24 FEET; THENCE NORTH 02 DEGREES 58 MINUTES 51 SECONDS WEST, A DISTANCE OF 154.35 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 20 SECONDS WEST, A DISTANCE OF 154.35 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 51 SECONDS WEST, A DISTANCE OF 382.10 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 51 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.57 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION ALONG THE SOUTH LINE BEING USED AS PUBLIC ROAD RIGHT-OF-WAY FURTHER BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

CHANGES CERTIFICATE
STATE OF ILLINOIS) 35
COUNTY OF TAZEWELL) 35
I, JACQUELINE MORRIS, TAZEWELL COUNTY CLERK, DO HEREBY AUTHORIZE AND ACKNOWLEDGE THE SURVEY OF THE LAND AS DESCRIBED IN THE ACCOMPANYING LEGAL DESCRIPTION, ALSO, TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DESCRIBED PARCEL IS LOCATED IN SCHOOL DISTRICT UNIT NO. 0000.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2023.

TOWNSHIP ROAD COMMISSIONER'S CERTIFICATE
STATE OF ILLINOIS) 35
COUNTY OF TAZEWELL) 35
I, _____, TOWNSHIP ROAD COMMISSIONER, DO HEREBY CERTIFY THAT THE SURVEY MEETS THE SAFETY OR ACCESS CODES STANDARDS IN TREATMENT TOWNSHIP.
DATED THIS _____ DAY OF _____, 2023.

TAZEWELL COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS) 35
COUNTY OF TAZEWELL) 35
I, JACQUELINE MORRIS, TAZEWELL COUNTY CLERK, DO HEREBY CERTIFY THAT I FIND NO DISJUNCT TAXES, UNPAID CURRENT TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE ENCOMPASSED IN THE ATTACHED PLAT OF SURVEY AND DESCRIPTION.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2023.

TAZEWELL COUNTY PLAT OFFICER'S CERTIFICATE
STATE OF ILLINOIS) 35
COUNTY OF TAZEWELL) 35
I, JACQUELINE MORRIS, TAZEWELL COUNTY PLAT OFFICER, DO HEREBY CERTIFY THAT THE ABOVE PLAT MEETS ALL REQUIREMENTS OF THE TAZEWELL COUNTY LAND SUBDIVISION REGULATIONS AND IS HEREBY APPROVED.
DATED THIS _____ DAY OF _____, 2023.

VILLAGE OF TREMONT PLAT OFFICER'S CERTIFICATE
STATE OF ILLINOIS) 35
COUNTY OF TAZEWELL) 35
I, _____, PLAT APPROVING OFFICER FOR THE VILLAGE OF TREMONT, IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS, DO HEREBY ACCEPT THE ABOVE SURVEY AS CONFORMING TO THE APPLICABLE REQUIREMENTS OF 76CS-105 SECTIONS 2001 AND 2006.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2023.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.
WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C. DO HEREBY STATE THAT WE HAVE SURVEYED A PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP-24-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND THAT THE LAND SHOWN ON THIS PLAT EXCISES WITHIN 1/2\"

PLAT OF SURVEY
TITLE: PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP-24-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.
PROJECT NO. 23-306
SHEET 1 OF 1
DRAWING NO. 1

MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5801 N. Prospect Road, Suite 68
Naperville, Illinois 61714
Office: (630) 692-8500
Fax: (630) 692-8501
Professional Design Firm #184.005091

HERTZ FARM MANAGEMENT
SURVEYED: MDP/W/LG
DRAWN: JEF/RAW
CHECKED: MWW/CJL/JEF
SCALE: 1" = 200'
DATE: 08-24-23

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.
No. 058-8116
PROFESSIONAL
LAND SURVEYOR
STATE OF ILLINOIS
LICENSE NO. 1630-7624