



CONTRACT TO PURCHASE AGRICULTURAL LAND

REALTORS® Land Institute
Illinois Chapter

This is a legally binding contract. If you do not understand it, seek legal advice.

This agreement is entered into between:

Seller(s) Barbara B. Kaiser, individually and as Trustee of the Barbara B. Kaiser GST Exempt Trust under the Robert G. Busse and Katherine G. Busse Trust Agreement dated July 24, 1974, Gary Grimmer, individually and as Trustee of the Gary L. Grimmer Revocable Trust Agreement dated October 10, 2005, Nancy Moessner, individually and as Trustee of the Nancy M. Moessner Living Trust Dated December 1, 2009 and Busey Bank as Trustee of the Grimmer Family Trust FBO Nancy M. Moessner
Mailing Address 200 E Court Street, Suite 600, Kankakee, IL 60901

Buyer(s) _____
Mailing Address _____ Zip _____, who

Contract(s) to purchase the following described real estate commonly known as: Busse Trust
Parcel Identification Number(s): PIN #'s 11-11-14-100-003, 11-11-14-400-001, 11-11-14-100-017, 11-11-14-400-001, 11-11-14-200-004
and legally described as: "See Exhibit A" (or see legal description attached) including any improvements, and the following listed fixtures located thereon: Machine Shed & Grain Bin (or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

_____ surveyed acres at \$ _____/acre \$ _____

Earnest Money Deposit – 10.0% \$ _____

Balance Due at Closing subject to adjustments provided herein \$ _____

2. METHOD OF PAYMENT: (Check Applicable Statements)

☒ A. Cash

☐ 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's/Buyer's _____ real estate to _____ on or before _____, 20_____. 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 to the earnest money deposit.

3. CLOSING AND POSSESSION:

This Contract shall be closed on or before January 29th, 2026, 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 at closing. Seller will /will not (strike one), 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 _____ Seller's Initials _____ Buyer's Initials _____ Buyer's Initials _____

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 2025 real estate taxes, special assessments due and payable in 2026 shall be paid by Seller.

The 2026 real estate taxes, special assessments due and payable in 2027 shall be paid by Buyer.

If payment is the responsibility of the Seller, (a) taxes will be paid at closing, or (b) X Buyer shall be credited for the 2025 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 2025 drainage taxes due and payable in 2026 shall be paid by Seller.~~

If Buyer receives a credit at closing, payment of said taxes for which the credit is applicable is now the responsibility of the buyer.

5. CROPS AND EXPENSES:

Seller / Buyer (strike one) shall receive the Landowner share of the crop or 100% of the total cash rent for the 2025 crop year.

~~Seller / Buyer (strike one) shall receive the Landowner share of the crop or 100% of the total cash rent for the 2026 crop year.~~

Seller / Buyer (strike one) shall pay 100% of the Landowner's share of the 2025 crop expenses.

~~Seller / Buyer (strike one) shall pay 100% or \$ of the Landowner's share of the 2026 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 (strike one) shall receive the landowner share of ARC/PLC government program payments for the 2025 crop year.

~~Seller / Buyer (strike one) shall receive the landowner share of ARC/PLC government program payments for the 2026 crop year.~~

~~Current Tenant / shall receive the landowner share of ARC/PLC government program payments for the 20 crop year.~~

C. Seller / Buyer (strike one) shall receive the landowner share of government conservation program payments for the 2025 crop year.

~~Seller / Buyer (strike one) shall receive the landowner share of government conservation program payments for the 2026 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 / is not (strike one) currently a tenant in possession of the Property. Seller ~~shall / shall not (strike one)~~ 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 (strike one) 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 X)

The parties shall have until 5:00 p.m. Central Time on December 15, 2025 ("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 (strike one).
- C. Recording fees imposed on the recording of the deed shall be paid by Seller / Buyer (strike one).
- D. ~~Additional Closing Costs, concessions, expenses, credits, or other such items specifically noted below~~ shall be paid by Seller / Buyer (strike one) or (in the alternative) _____ % Seller and _____ % 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 Property, 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)** Survey has been completed and recorded in Tazewell County, Illinois.

~~Seller / Buyer (strike one) shall secure a boundary survey by a licensed land surveyor at _____ % Seller's _____ % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price will / will not (strike one) be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, 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. 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.

13. WIND/SOLAR/CARBON CONTRACTS:

- A. The Property ~~is~~ / **is not (strike one)** subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property ~~is~~ / **is not (strike one)** subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property ~~is~~ / **is not (strike one)** subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

14. 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 is located, or~~

- X A commitment and an 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. Seller shall pay the initial title search charge and title insurance premium. 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 or his attorney shall within 10 business days after receiving such title evidence, deliver to Seller or his attorney, together with such evidence, 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.

15. 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.

16. EARNEST MONEY ESCROW:

The earnest money funds shall be held in escrow for the mutual benefit of the Parties by ~~Sellers / Buyers (strike one) Broker /~~ ☒ Other agreed to party, namely, Chicago Title, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 2 business days after Date of Acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

17. ~~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 this agreement.~~

18. 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 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 Escrowee shall distribute the proceeds in the manner set forth in the Escrowee's notice.

Buyer and Seller acknowledge that as long as Escrowee returns earnest money in accordance with the above written procedures and in accordance with the 30 day notice given by 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.**

19. TAX DEFERRED EXCHANGE (check if applicable ☒)

Seller____ and/or Buyer ☒ 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.

20. FOREIGN INVESTMENT IN REAL PROPERTY ACT.

Seller ~~is/~~ is not (strike one) not a "foreign person" within the meaning of Section 1445 of the Code and Treasury Regulations Section 1.1445-2.

21. WIRE FRAUD WARNING STATEMENT.

In order to protect the parties from fraudulent activities involving wire fraud, the parties should always verify requests for wire transfers, double check email addresses for accuracy and confirm with telephone calls to known numbers before initiating an electronic transfer.

22. GENERAL CONDITIONS AND STIPULATIONS

- A. 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.
- B. 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.
- C. 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
- D. This Contract contains all the terms and conditions agreed upon by the parties hereof and supersedes all oral agreement regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- E. 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 1445 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.
- F. Facsimile copies, Electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
- G. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the 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 of this Agreement.
- H. The parties intend this Contract to be governed by the laws of the State of Illinois.

23. CONFIRMATION OF AGENCY RELATIONSHIP

Buyer and Seller confirm that written disclosure of Agent/Broker's agency relationship was made no later than the first significant contact or immediately upon the occurrence of a change in the Agent/Broker's agency relationship.

Agent/Broker assisting Seller: Eric Wilkinson and Brian Massey License #471.018484 and #471.021938

- ☒ Designated Listing Agent: Agent/Broker is acting on behalf of the Seller.
☐ Dual Agency: Agent/Broker is acting on behalf of both the Buyer and Seller.
☐ No Agency Relationship: Seller is unrepresented by a Real Estate Agent/Broker.
☐ Seller is a real estate Agent/Broker and is acting as a principal party to this contract.

Agent/Broker assisting Buyer: _____ License # _____

- ☐ Designated Buyer Agent: Agent/Broker is acting on behalf of the Buyer.
☐ Dual Agency: Agent/Broker is acting on behalf of both the Buyer and Seller.
☐ No Agency Relationship: Buyer is unrepresented by a Real Estate Agent/Broker.
☐ Buyer is a real estate Agent/Broker and is acting as a principal party to this contract.

24. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before _____ 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 _____.

_____ 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.

Sellers

Barbara B. Kaiser, individually and as Trustee of the Barbara B. Kaiser GST Exempt Trust under the Robert G. Busse and Katherine G. Busse Trust Agreement dated July 24, 1974 Date

Phone Email

Gary Grimmer, individually and as Trustee of the Gary L. Grimmer Revocable Trust Agreement dated October 10, 2005 Date

Phone Email

James Crowley, Vice President of Busey Bank, Trustee of Grimmer Family Trust FBO Nancy M. Moessner Date

Phone Email

Grimmer Family Trust FBO Nancy M. Moessner
Date

Phone Email

Sellers Attorney

Jason W. Proehl Kuhfuss & Proehl PC 342 Elizabeth St. Pekin, IL 61554 (309) 347-4164
jasonproehl@grics.net

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

Buyers

Name _____ Date _____

Phone _____ Email _____

Name _____ Date _____

Phone _____ Email _____

Buyers Attorney

Real Estate Brokers for this transaction are:

Hertz Real Estate Services

Listing Broker

By Agent Eric Wilkinson & Brian Massey

200 E Court St. Suite 600

Address

Kankakee, IL 60901

Address

(815) 935-9878 / (815) 935-5757

Phone #/Fax #

EricW@Hertz.ag and BrianM@Hertz.ag

Email Address

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

EXHIBIT A – LEGAL DESCRIPTION

Parcel 1

DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 11 AND PART OF THE NORTH HALF OF SECTION 14, ALL IN TOWNSHIP-24-NORTH, RANGE-4-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, THENCE NORTH 00 DEGREES 29 MINUTES 55 SECONDS WEST (BEARINGS BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 1555.20 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 17 SECONDS EAST, 661.45 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 38 SECONDS WEST, 281.80 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, 1282.13 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11; THENCE NORTH 88 DEGREES 55 MINUTES 03 SECONDS EAST, ALONG SAID SOUTH LINE, 12.91 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 24 SECONDS EAST, 1735.49 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 9 (S.B.I. ROUTE 164); THENCE NORTH 76 DEGREES 46 MINUTES 09 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1358.95 FEET TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 00 DEGREES 39 MINUTES 21 SECONDS WEST, ALONG SAID WEST LINE, 1399.64 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 55 MINUTES 41 SECONDS EAST, ALONG SAID NORTH LINE, 662.31 FEET TO THE POINT OF BEGINNING, CONTAINING 70.748 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

DRAFT: Non-L

EXHIBIT A Cont.

Parcel 2

DESCRIPTION

A PART OF SECTION 14, TOWNSHIP-24-NORTH, RANGE-4-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14, THENCE SOUTH 88 DEGREES 59 MINUTES 02 SECONDS WEST (BEARINGS BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83, 2011 ADJUSTMENT), ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 598.49 FEET TO THE WEST LINE OF THE TRACT 14A AS SHOWN ON THE PLAT OF SURVEY AS RECORDED IN PLAT BOOK "UU", PAGE 90 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, (THE FOLLOWING 4 COURSES ARE ALONG THE WEST SIDE OF SAID TRACT 14A) THENCE SOUTH 00 DEGREES 08 MINUTES 17 SECONDS EAST, 17.71 FEET; THENCE SOUTH 43 DEGREES 10 MINUTES 32 SECONDS EAST, 256.11 FEET; THENCE SOUTH 23 DEGREES 20 MINUTES 30 SECONDS EAST, 400.00 FEET; THENCE SOUTH 46 DEGREES 33 MINUTES 40 SECONDS EAST, 30.18 FEET TO THE APPROXIMATE CENTERLINE OF DILLON CREEK; (THE FOLLOWING 13 COURSES ARE ALONG SAID APPROXIMATE CENTERLINE OF DILLON CREEK) THENCE SOUTH 30 DEGREES 17 MINUTES 01 SECONDS WEST, 205.92 FEET; THENCE SOUTH 51 DEGREES 49 MINUTES 27 SECONDS WEST, 98.46 FEET; THENCE SOUTH 41 DEGREES 08 MINUTES 39 SECONDS WEST, 157.04 FEET; THENCE SOUTH 61 DEGREES 50 MINUTES 56 SECONDS WEST, 55.62 FEET; THENCE SOUTH 87 DEGREES 09 MINUTES 46 SECONDS WEST, 43.97 FEET; THENCE SOUTH 21 DEGREES 07 MINUTES 08 SECONDS WEST, 100.67 FEET; THENCE SOUTH 47 DEGREES 28 MINUTES 56 SECONDS EAST, 110.86 FEET; THENCE SOUTH 63 DEGREES 16 MINUTES 01 SECONDS EAST, 67.56 FEET; THENCE SOUTH 06 DEGREES 58 MINUTES 57 SECONDS WEST, 129.47 FEET; THENCE SOUTH 63 DEGREES 55 MINUTES 57 SECONDS WEST, 169.58 FEET; THENCE SOUTH 04 DEGREES 54 MINUTES 13 SECONDS EAST, 140.59 FEET; THENCE SOUTH 21 DEGREES 00 MINUTES 04 SECONDS WEST, 101.91 FEET; THENCE SOUTH 33 DEGREES 38 MINUTES 42 SECONDS WEST, 40.33 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 34 SECONDS WEST, 564.02 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 47 MINUTES 04 SECONDS EAST, ALONG SAID EAST LINE, 174.41 FEET TO THE SOUTHEAST CORNER OF THE NORTH 15 ACRES OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 00 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTH 15 ACRES, 1320.45 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 15 ACRES; THENCE NORTH 00 DEGREES 38 MINUTES 41 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 497.79 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 00 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 992.16 FEET TO THE SOUTHWEST CORNER OF THE EAST 30 ACRES OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 40 MINUTES 09 SECONDS WEST, ALONG THE WEST LINE OF SAID EAST 30 ACRES, 1325.79 FEET TO THE NORTHWEST CORNER OF SAID EAST 30 ACRES; THENCE NORTH 88 DEGREES 59 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 330.92 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 21 SECONDS WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 14, 976.59 FEET TO THE SOUTHERLY RIGHT OF WAY LINE ILLINOIS ROUTE 9 (S.B.I. ROUTE 164); THENCE SOUTH 80 DEGREES 29 MINUTES 19 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1376.11 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 19 SECONDS EAST, 725.21 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE 88 DEGREES 59 MINUTES 02 SECONDS EAST, ALONG SAID SOUTH LINE, 1345.04 FEET TO THE POINT OF BEGINNING, CONTAINING 142.733 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

STATE OF ILLINOIS)
COUNTY OF PEORIA) SS

DRAFT