

CITY OF WASHINGTON

PLANNING & DEVELOPMENT DEPARTMENT

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MEMORANDUM

TO: Mayor Manier and City Council
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: Resolutions – Tarvin Property Purchase and Sale Agreements
DATE: May 30, 2019

Summary: Attached are agreements for the purchase and sale of real property for the City-owned Tarvin Farm parcel. Through this transaction, the City would sell approximately 50.656 of the 62+ acres of the property to Barry Vineyards, LLC, for \$219,000 and the remaining 12 acres to Martin and Carol Voorhees for \$13,000. Staff recommends approval of these agreements.

Background: The Tarvin property was officially declared for sale about a year ago after being declared as surplus on April 9, 2018. Without an acceptable offer being received for the sale of the surplus property within six months after the declaration, the Council approved a resolution on April 8, 2019, authorizing the sale of the surplus property pursuant according to state statute. The City received an offer of \$219,000 from Barry Vineyards, LLC, for the purchase of 50.656 acres of the Tarvin parcel.

Approval of these agreements is the initial step towards to the possible opening of Tres Rojas Winery on the portion of the Tarvin parcel that would be owned by Barry Vineyards, LLC. This would be a great use for a property that has more than 60% of it within the 100-year floodplain. That would be contingent upon an amendment to the zoning code and approval of a special use. A separate agreement between Barry Vineyards and Mr. and Mrs. Voorhees, whereas one acre at the southeast corner of the Voorhees property would be sold to Barry Vineyards, would allow for the property to be annexed into the city limits. Options are included in these agreements that allows them to be nullified in case either the property is not annexed or if a special use is not approved by October 31.

The City has a lease agreement with the RC Flyers Club on a little more than five acres on the west side of the property that runs through March 31, 2025. The part of the property that is subject to that lease is part of the sale to Barry Vineyards. That lease will continue with the approval of that purchase and sale agreement; any future lease extension with the RC Flyers Club would be at the discretion of Barry Vineyards. Per the prior approved amendment to the 2019 farm lease on the Tarvin property, Northtown Farms, Inc. would continue farming operations this year on approximately 36.8 tillable acres.

Approval of these agreements must be done with a minimum $\frac{3}{4}$ supermajority of the Council. Staff recommends approval of the agreements. Resolutions to approve the agreements are scheduled for the June 3 City Council meeting.

Attachments

RESOLUTION NO. _____

(Synopsis: Approval of this resolution would sell 50.656 acres of the City-owned Tarvin property to Barry Vineyards, LLC, in an amount of \$219,000).

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, ILLINOIS TO ENTER INTO A PURCHASE AND SALE OF REAL PROPERTY AGREEMENT FOR THE SALE OF A PORTION OF MUNICIPALLY-OWNED REAL PROPERTY (TARVIN FARM) TO BARRY VINEYARDS, LLC

WHEREAS, the City of Washington is a home-rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the City of Washington has the authority, in accordance with its police powers, to adopt ordinances and resolutions to protect the health, safety, and welfare of its citizens; and

WHEREAS, the City of Washington presently owns the following described real property, which was acquired by the City for building and development of City owned facilities:

All that part of the West Half of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, lying North of the right-of-way of the T. P. & W. R.R., EXCEPT a part thereof described as follows:

Beginning at a point on the North line of said West Half of the Northeast Quarter 363 feet East of the Northwest corner of said Northeast Quarter; thence South 620 feet; thence East 352 feet; thence North 620 feet to the North line of said Northeast Quarter; thence West on said North line 352 feet to the Point of Beginning, Tazewell County, Illinois.

Except the following-described real estate:

A part of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, more particularly described as follows:

Commencing at a PK nail found at the Northwest Corner of the said Northeast Quarter of Section 18; thence South 00° 36' 48" West, (an assumed bearing), along the West line of said Northeast Quarter of Section 18, a distance of 40.00 feet, to the Point of Beginning; thence South 89° 40' 33" East, along a line 40.00 feet South of and parallel with the North line of the said Northeast Quarter of Section 18, a distance of 363.20 feet, to the West line of a tract of land as shown in Plat Book "PP", Page 96, in the Tazewell County Recorder's Office; thence South 00° 19' 27" West, along the said West line of the tract of land shown in Plat Book "PP", Page 96, a distance of 600.00 feet; thence North 89° 40' 33" West, a distance of 366.23 feet, to the said West line of the Northeast Quarter of Section 18; thence North 00° 36' 48" East, along the said West line of the Northeast Quarter, a distance of 600.01 feet, to the Point of Beginning, containing 5.024 acres, more or less; situated in the County of Tazewell and State of Illinois.

WHEREAS, certain portions of said real estate have been determined to no longer be necessary for use by the City for building and development of City owned facilities; and

WHEREAS, the City Council adopted Resolution No. 1234 on April 9, 2018, declaring such property "surplus property" and authorizing the sale of such surplus property pursuant to 65 ILCS 5/11-76-4.1; and

WHEREAS, the City, pursuant to Resolution No. 1234, did not receive an acceptable offer for the sale of such surplus property within 6 months of the adoption of such resolution; and

WHEREAS, the City Council adopted Resolution No. R-1266 on April 8, 2019, authorizing the sale of such surplus property pursuant to 65 ILCS 5/11-76-4.2; and

WHEREAS, The City, pursuant to Resolution No. R-1266 has received acceptable offers for the sale of such surplus property; and

WHEREAS, The City has received an offer to purchase a portion of said real estate, legally described as follows (the "Property"), from Barry Vineyards, LLC, in the amount of Two Hundred Nineteen and No/100 Dollars (\$219,000.00):

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

WHEREAS, the City Council, pursuant to Resolution No. R-1266, and 65 ILCS 5/11-76-4.2, may accept any offer or bid for the purchase of such surplus property determined to be in the best interest of the City; and

WHEREAS, the City Council find and determine that the best interest of the City and its residents will be served by the acceptance of the proposal and the sale for the amount and terms contained the Agreement for Purchase and Sale of Real Property attached hereto; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. The facts and statements contained in the preamble to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. That the Mayor and City Clerk of the City of Washington are authorized to enter into a Purchase and Sale of Real Property Agreement for the purchase of the Property described above for Two Hundred Nineteen Thousand and No/100 Dollars (\$219,000.00).

Section 3. That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute and deliver to Barry Vineyards, LLC, the purchaser, by and through the City Attorney and any authorized escrow agent, a Purchase and Sale of Real Property Agreement, in substantially the same form as attached hereto, marked "Exhibit A," and by reference expressly made a part hereof ("Purchase Agreement"), and they shall further be authorized to execute and deliver an Option Agreement – Denial of Special Use in substantially the same form as attached hereto, marked "Exhibit B," and by reference expressly made a part hereof, an Option Agreement – No Annexation in substantially the same form as attached hereto, marked "Exhibit C," and by reference expressly made a part hereof (the Option Agreement – Denial of Special use and the Option Agreement – No Annexation may hereinafter collectively be referred to as the "Option Agreements"), a Joint Escrow Instruction Closing Letter in substantially the same form as attached hereto, marked "Exhibit D," and by reference expressly made a part hereof ("Closing Letter"), and any and all other documents on behalf of the City deemed necessary and appropriate to close the transactions contemplated by the Purchase Agreement, the Option Agreements, and the Closing Letter.

Section 4. If any part or parts of this resolution shall be held to be unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this resolution.

Section 5. That this resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED this _____ day of June, 2019.

AYES _____

NAYS _____

MAYOR

ATTEST:

CITY CLERK

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("**Agreement**") is made and entered into this ____ day of _____, 2019, by and between the City of Washington, an Illinois home-rule corporation (the "**Seller**"), and Barry Vineyards, LLC (the "**Purchaser**").

RECITAL

WHEREAS, Purchaser desires to purchase real property described in Section 1 below and in connection therewith Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions of such purchase and sale.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale Agreement. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, the real estate legally described in the attached **Exhibit "A"**, as depicted in the attached **Exhibit "B"**, together with all privileges, rights, easements, hereditaments and appurtenances ("**Real Property**"). Seller shall convey merchantable title to the Real Property to Purchaser by special warranty deed free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters affecting title to the Real Property or use of the Real Property, except for those title exceptions ("**Permitted Objections**") identified in the 2006 ALTA form title commitment ("**Title Commitment**") for a 2006 ALTA Form Owner's Title Insurance Policy ("**Title Policy**") issued by Chicago Title Insurance Company ("**Title Insurer**"), covering the Real Property in the amount of the Purchase Price showing merchantable record title to the Real Property to be in Seller, a copy of which is attached hereto as **Exhibit "C"**.

2. Purchase Price. The agreed purchase price of the Real Property ("**Purchase Price**") shall be Two Hundred Nineteen Thousand and No/100 Dollars (\$219,000.00) to be paid by Purchaser at Closing, plus or minus credits and prorations provided for herein in cash or by cashier's check or bank wire transfer of collected federal funds.

3. Title Policy. Purchaser acknowledges receipt of the Title Commitment for the Title Policy issued by the Title Insurer covering the Real Property. At Closing, Seller shall cause the Title Insurer to issue the Title Policy to Purchaser subject only to the Permitted Objections and other matters approved or waived in writing by the Purchaser.

4. Closing. The purchase of the Real Property shall be consummated as follows:

4.1 Closing Date. The closing (the “**Closing**”) shall be on no later than ten (10) days after all the contingencies are satisfied in that certain Escrow Agreement of even date herewith by and among the Seller, Purchaser and Martin Voorhees and Carol Voorhees, or such earlier date as may be agreed upon by Purchaser and Seller in advance (the “**Closing Date**”) and shall be held at the office of the Title Insurer, unless the parties agree otherwise.

4.2 Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

4.2.1 Deed. An executed special warranty deed to the Real Property (in the form required by Section 1 hereof) prepared by Seller and in a form reasonably acceptable to Purchaser (the “**Deed**”).

4.2.2 Title Policy. The Title Policy provided for in Section 3 hereof.

4.2.3 ALTA Statement. An executed ALTA Statement in the form required by the Title Insurer.

4.2.4 Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.

4.2.5 Evidence of Authorization. Evidence satisfactory to Purchaser and the Title Insurer that Seller is authorized to execute this Agreement and proceed with the transactions provided for herein.

4.3 Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:

4.3.1 Purchase Price. The Purchase Price in the form as set forth in Section 2 hereof.

4.3.2 ALTA Statement. An executed ALTA Statement in the form required by the Title Insurer.

4.3.3 Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.

4.3.4 Evidence of Authorization. Evidence satisfactory to Seller and the Title Insurer that Purchaser is authorized to execute this Agreement and proceed with the transactions provided for herein.

4.4 Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:

4.4.1 Closing Statement: An agreed upon closing statement.

4.4.2 Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

4.5 Possession. Possession of the Real Property shall be delivered to Purchaser on the Closing Date, subject to the leases identified in the Title Commitment.

4.6 Property Taxes.

4.6.1 Payments by Seller. All installments of real property taxes on the Real Property which are due and owing on or prior to the Closing Date shall be paid by Seller prior to or at Closing.

4.6.2 Credit to Purchaser for Taxes. Purchaser shall receive a credit against the Purchase Price for all installments of real property taxes on the Real Property for the calendar year immediately preceding the Closing Date which are not yet due and owing as of the Closing Date. Real property taxes for the calendar year of the Closing shall not be prorated and the Purchaser shall not receive an additional credit against the Purchase Price for any amount so calculated. Purchaser will be responsible for all real property taxes for the calendar year of the Closing.

4.7 Proration of Cash Rent Farm Lease Rent. Purchaser shall pay to Seller at Closing an amount equal to (i) any rent payable under the lease identified in the Title Commitment Schedule B, Part II, Exception 11, minus (ii) any rent actually received by the Seller under such lease.

4.8 Proration of RC Flyer Lease Rent. Purchaser shall not receive a credit at closing toward the Purchase Price equal to any rent received by Seller for the 2019 lease term under the lease identified in the Title Commitment Schedule B, Part II, Exception 10.

4.9 Closing Costs. Purchaser shall pay the following costs: Purchaser's attorneys' fees, recording fees for recording the deed and fifty percent (50%) of all other miscellaneous closing costs. Seller shall pay the following costs: Seller's attorneys' fees, the insurance premium for the title policy issued pursuant to the commitment for title insurance required by Section 3 above, any transfer taxes and the cost of documentary stamps, and fifty percent (50%) of all other miscellaneous closing costs.

4.10 Brokerage Commissions. Seller has not engaged any real estate broker in connection with the sale of the Real Property. Purchaser has not engaged any broker in connection with the sale of the Real Property.

4.11 Special Assessments. Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Real Property.

5. Seller's Representations, Warranties and Covenants. Purchaser expressly agrees to purchase the Real Property "AS IS", it being fully understood that the Seller has made no warranties or representations of any kind pertaining to the Real Property, or the condition thereof.

6. Default. If either Seller or Purchaser wrongfully refuses to close the sale of the Real Property or is unable to close the sale of the Real Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and the non-breaching party shall be entitled to all remedies under Illinois law at the time of the breach and the right to recover as an element of its damages, reasonable attorneys' fees and court costs and all other damages suffered as a result of the breach or default hereunder.

7. Assignment. Purchaser may assign its rights under this Agreement without the consent of the other party, with such consent shall not be unreasonably withheld. Seller shall not assign its rights under this Agreement.

8. Casualty. If the buildings and improvements forming a part of the Real Property are damaged or destroyed by fire or other casualty from and after the date hereof Seller, at its option may, or may not, repair such damage or destruction and Purchaser may either (i) accept such repairs, or non-repairs, as the case may be, and this Agreement shall close according to its terms, or (ii) terminate this Agreement by providing written notice of such termination to Seller as provided in Section 10 below. In the event of such termination, the parties shall have no further rights or liability under this Agreement.

9. Condemnation. Intentionally Omitted

10. Miscellaneous. It is further understood and agreed as follows:

10.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

10.2 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

10.3 Time. Time is of the essence of this Agreement.

10.4 Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

10.5 Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

10.6 Choice of Law. It is the intention of Seller and Purchaser that the internal laws of Illinois, and not its law of conflicts, shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

10.7 Notices. All notices, requests and other communications required or permitted by this Agreement shall be in writing and may be personally delivered, including by any nationally recognized courier service such as Federal Express, or mailed by certified or registered mail with first class postage prepaid and a return receipt requested, addressed to:

If to Seller:

City of Washington
Attn: City Administrator
301 Walnut Street
Washington, IL 61571

With a copy to:
Derek A. Schryer
DAVIS & CAMPBELL L.L.C.
401 Main Street, Suite 1600
Peoria, IL 61602

If to Purchaser:

Barry Vineyards, LLC
148 Tamarack Ave
Morton, IL 61550

with a copy to:

Benckendorf & Benckendorf, P.C.
100 N. Main Street
Morton, IL 61550

A notice (i) delivered personally will be deemed received on the date delivered or refused, (ii) mailed will be deemed received on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. "Business Day" shall mean any day of the year, other than Saturday, Sunday or a state or federal holiday observed in the place of sending or receipt of a notice, request or other communication required or permitted under this Agreement. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

10.8 Waiver of Tender. Formal tender of an executed deed and the Purchase Price each is hereby waived.

10.9 Construction of the Agreement. Each party had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

PURCHASER:

BARRY VINEYARDS, LLC

By: _____

Its: _____

By: _____

Its: _____

SELLER:

CITY OF WASHINGTON

Gary W. Manier, Mayor

Attest:

Patricia S. Brown, City Clerk

EXHIBIT "A"

Real Property

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

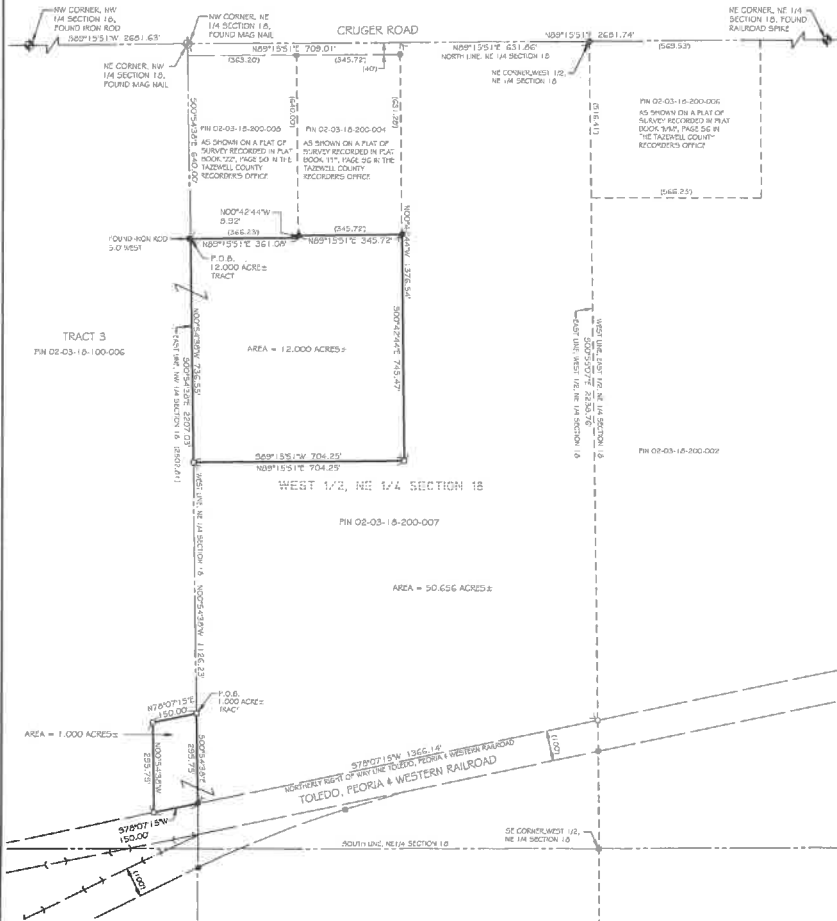
FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

EXHIBIT "B"

Plat of Survey

PLAT OF SURVEY

PART OF THE WEST HALF, NORTHEAST QUARTER AND PART OF TRACT 3 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



DESCRIPTION 1.000 ACRES

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT, A DISTANCE OF 2207.08 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 295.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD, THENCE SOUTH 70 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 150.00 FEET, THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 295.75 FEET, THENCE NORTH 73 DEGREES 07 MINUTES 15 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 1.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

NOTES:

1. PROPERTY BEING SURVEYED IS PART OF P.L.N. 02-03-18-100-006 AND PART OF P.L.N. 02-03-18-200-037.
2. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE, WEST ZONE, NAD83, 2011 ADJUSTMENT.
3. TOTAL AREA SURVEYED IS 13.000 ACRES.
4. THE 12.000 ACRES TRACT IS TO BE COMBINED WITH P.L.N. 02-03-18-100-006 TO THE WEST AND THE 1.000 ACRES TRACT IS TO BE COMBINED WITH P.L.N. 02-03-200-007 TO THE EAST AND THEY ARE NOT TO BE USED AS A SEPARATE BUILDING OR TAXING SITES.
5. FIELD WORK COMPLETED, MAY 2019.
6. AS OF MAY 9, 2019 THIS PROPERTY IS KNOWN TO BE ZONED A-1, (AGRICULTURAL PRESERVATION DISTRICT).
7. A PORTION OF THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" AREAS DETERMINED TO BE SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD, AS PER FLOOD INSURANCE RATE MAP NO. 1717PC0002E, COMMUNITY PANEL NO. 1708150100E AND MAP NO. 17179C0100E, COMMUNITY PANEL NO. 1708150100E, WITH AN EFFECTIVE DATE OF FEBRUARY 17, 2017.
8. IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAYS, BUILDING SETBACK LINES OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

DESCRIPTION 12.000 ACRES

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 640.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;
FROM THE POINT OF BEGINNING, THENCE NORTH 69 DEGREES 13 MINUTES 51 SECONDS EAST, A DISTANCE OF 161.08 FEET, THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.92 FEET, THENCE NORTH 69 DEGREES 13 MINUTES 51 SECONDS EAST, A DISTANCE OF 345.72 FEET, THENCE SOUTH 00 DEGREES 42 MINUTES 44 SECONDS EAST, A DISTANCE OF 745.47 FEET, THENCE NORTH 69 DEGREES 13 MINUTES 51 SECONDS WEST, A DISTANCE OF 704.25 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 734.55 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 12.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

OWNERS CERTIFICATE - FOR P.L.N. 02-03-18-100-006

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss

WE, _____, THE OWNER(S) OF RECORD OF THE LAND SHOWN ON THE ATTACHED PLAT, DO HEREBY AUTHORIZE AND ACKNOWLEDGE THE SURVEY OF THE LAND AS DESCRIBED IN THE ACCOMPANYING LEGAL DESCRIPTION, ALSO, TO THE BEST OF MY/OUR KNOWLEDGE THE DESCRIBED PARCELS ARE LOCATED IN THE WASHINGTON GRADE SCHOOL DISTRICT 52 AND WASHINGTON HIGH SCHOOL DISTRICT 308.

GIVEN UNDER MY HAND THIS ____ DAY OF _____, 2019.

OWNER OF RECORD

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2019.

NOTARY PUBLIC

TAZEWELL COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss

I, HEREBY CERTIFY THAT I AND NO DUPLICATE TAXES, UNPAID CURRENT TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE EMBRACED IN THE ATTACHED PLAT OF SURVEY AND DESCRIPTION.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 2019.

TAZEWELL COUNTY CLERK

TAZEWELL COUNTY PLAT OFFICERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss

I, KRISTAL BACHMAN, 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 _____, 2019.

CITY OF WASHINGTON PLAT OFFICERS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss

I, PLAT APPROVING OFFICER FOR THE CITY OF WASHINGTON, IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS, DO HEREBY ACCEPT THE ABOVE SURVEY AS CONFORMING TO THE APPLICABLE REQUIREMENTS OF 765 ICS SECTIONS 205.1 AND 205.2.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 2019.

SUBSCRIBED CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF PEORIA) ss

WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C., DO HEREBY STATE THAT WE HAVE SURVEYED PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF TRACT 3 IN THE NORTHWEST QUARTER OF SECTION 18 IN TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND DRAWN TO A SCALE OF 1 INCH = 200 FEET.

WE FURTHER STATE THAT THE ABOVE SURVEY IS LOCATED WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF AN INCORPORATED CITY WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 1.2 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS NOW OR HEREAFTER AMENDED.

DATED THIS 16th DAY OF MAY, 2019.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.



JEFFREY E. FRANKLIN
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3230
3901 N. PROSPECT RD., SUITE 600, PEORIA, IL 61614
PHONE: (309) 692-8900, WEB SITE: WWW.MOHRANDKERR.COM
JEFRANKLIN@MOHRANDKERR.COM

LICENSE EXPIRES NOVEMBER 30, 2024

MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
3801 N. Prospect Road, Suite 600
Peoria, Illinois 61614
www.mohrandkerr.com
Office: (309) 692-8900
Fax: (309) 692-8901
Professional Design Firm #184.005061

DATE	BY	REVISION
05/16/19	JEF	1
05/16/19	JEF	2
05/16/19	JEF	3
05/16/19	JEF	4
05/16/19	JEF	5
05/16/19	JEF	6
05/16/19	JEF	7
05/16/19	JEF	8
05/16/19	JEF	9
05/16/19	JEF	10

DATE	BY	REVISION
05/16/19	JEF	1
05/16/19	JEF	2
05/16/19	JEF	3
05/16/19	JEF	4
05/16/19	JEF	5
05/16/19	JEF	6
05/16/19	JEF	7
05/16/19	JEF	8
05/16/19	JEF	9
05/16/19	JEF	10

CITY OF WASHINGTON

PLAT OF SURVEY

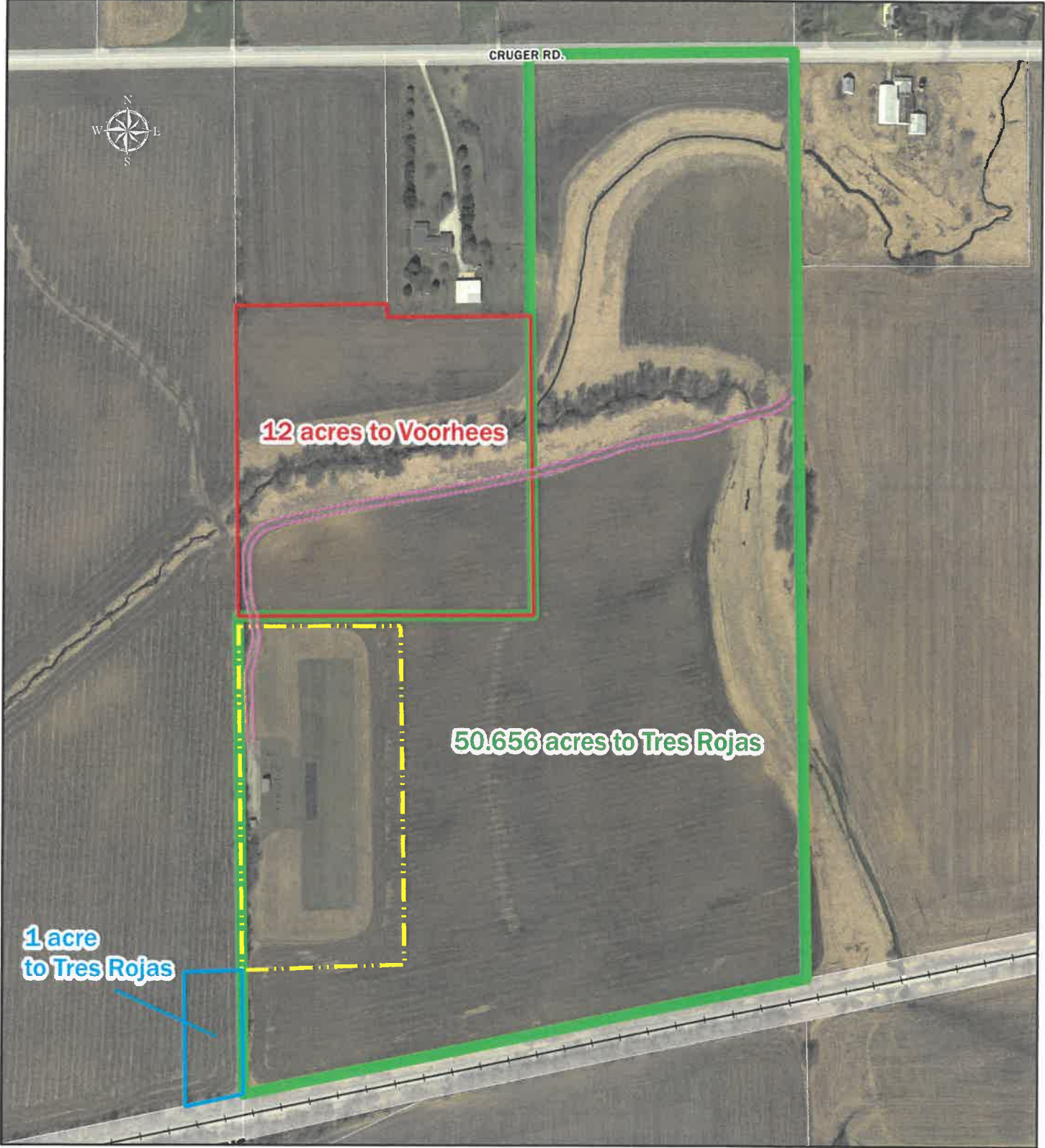
PART OF THE WEST HALF, NORTHEAST QUARTER AND PART OF TRACT 3 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

PROJECT NO. 18-172
SHEET 1 OF 1
DRAWING NO. 1

EXHIBIT “C”

Title Commitment Number: 5245-1800241

Tarvin Farm Property



-  1 acre to Tres Rojas
-  12 acres to Voorhees
-  50.656 acres to Tres Rojas
-  RC Flyers Area
-  Current RC Flyers Ingress-Egress



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

5245-1800241

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 EXTRACTIONAL 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, Chicago Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 2808 Court St. Pekin, IL 61554 Main Phone: (309)347-1235 Email: tricountytcdocs@ctt.com	Chicago Title and Trust Company 2808 Court St. Pekin, IL 61554 Main Phone: (309)347-1235 Main Fax: (309)347-1283

Order Number: 5245-1800241**Property Ref.: Cruger Rd, Washington, IL 61571****SCHEDULE A**

1. Commitment Date: May 28, 2019
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Barry Vineyards, LLC
Proposed Policy Amount: \$219,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
CITY OF WASHINGTON, a municipal corporation
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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ALTA Commitment for Title Insurance (08/01/2016)



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 02-03-18-200-007 (part of)

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

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Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

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. 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.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. 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.
8. **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. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **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. **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.**
8. **Taxes for the years 2018 & 2019.**

Taxes for the years 2019 are not yet due or payable.

Permanent Tax No.: 02-03-18-200-007

Note: Taxes for the year 2018 are EXEMPT.

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

SCHEDULE B, PART II EXCEPTIONS

(continued)

9. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Barry Vineyards, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: April 13, 2015
Lessor: City of Washington, Tazewell County, Illinois
Lessee: Washington R/C Flyers Club
Beginning: April 1, 2015 and ending: March 31, 2025

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

SCHEDULE B, PART II
EXCEPTIONS
(continued)

12. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: November 19, 2018
Lessor: City of Washington
Lessee: Northtown Farms, Inc.
Beginning: January 1, 2019 and ending: December 31, 2019

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

13. The acreage indicated in the legal description on Schedule A is solely for the purpose of identifying the Land. The Company does not insure the quantity of the Land.
14. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
15. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
16. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
17. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance (08/01/2016)



COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.

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ALTA Commitment for Title Insurance (08/01/2016)



(continued)

- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.
- 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.
- 9. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option 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>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

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

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ALTA Commitment for Title Insurance (08/01/2016)



OPTION AGREEMENT – DENIAL OF SPECIAL USE

This Option Agreement – Denial of Special Use ("**Agreement**") is entered into on this ___ day of _____, 2019 ("**Effective Date**"), by and between the City of Washington, an Illinois home-rule corporation (the "**City**"), Barry Vineyards, LLC, an Illinois limited liability company ("**Barry Vineyards**"), and Martin Voorhees and Carol Voorhees (collectively, "**Voorhees Family**"). The City, Barry Vineyards, and the Voorhees Family may collectively be referred to as the "**Parties**" throughout this Agreement.

BACKGROUND

A. The Parties completed a multi-step real estate transaction whereby: 1) the City sold certain surplus real property to the Voorhees Family (the "**City-Voorhees Sale**"), 2) the City sold certain real property to Barry Vineyards (the "**City-Barry Sale**"), 3) the Voorhees Family sold certain real property to Barry Vineyards (the "**Voorhees-Barry Sale**"), 4) Barry Vineyards and the Voorhees Family entered into a cash rent farm lease covering that certain 1-acre parcel Barry Vineyards acquired from the Voorhees Family in the Voorhees-Barry Sale (the "**Lease**"), and 5) Barry Vineyards and the Voorhees Family entered into a license agreement which will allow ingress/egress to the Washington R/C Flyer Club across property the Voorhees Family acquired from the City in the City-Voorhees Sale (the "**License**") (the City-Voorhees Sale, the City-Barry Sale, the Voorhees-Barry Sale, Lease, and License shall collectively be referred to as the "**Transaction**");

B. The Voorhees Family is the record and beneficial owner of certain real property depicted and legally described on attached **Exhibit "A"** (the "**Voorhees Parcel**");

C. Barry Vineyards is the record and beneficial owner of certain real property depicted and legally described on attached **Exhibit "B"** (the "**Barry Parcel**") and **Exhibit "C"** (the "**1-Acre Parcel**") (the Voorhees Parcel, Barry Parcel, and the 1-Acre Parcel shall collectively be referred to as the "**Parcels**");

D. The City and Barry Vineyards entered into the Transaction on the express condition that Barry Vineyards successfully annex the Barry Parcel into the City's municipal boundaries and the City approve an application for a special use for the Barry Parcel allowing a winery to be operated on the parcel. If the Barry Parcel is not granted a special use to operate a winery on the Barry Parcel by October 31, 2019, the Parties desire to enter into this Agreement to facilitate the reversal of the Transaction;

E. The rights set forth in this Agreement shall terminate if the Barry Parcel is annexed into the City and approved for a special use to operate a winery by October 31, 2019.

AGREEMENT

NOW, THEREFORE, for one dollar and other good and valuable consideration in hand received, it is hereby agreed as follows:

1. **Background.** The Background set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement.
2. **Options.** If the Barry Parcel is not approved for a special use to operate as a winery by the City by October 31, 2019, and Barry Vineyards has exercised reasonable diligence in pursuing such special use, the Parties hereby grant the following options:
 - a. The City hereby grants to Barry Vineyards an exclusive option and right to sell the Barry Parcel to the City ("**Barry Option**").
 - b. The Voorhees Family hereby grants to the City an exclusive option and right to purchase the Voorhees Parcel ("**Voorhees Option**") (the Voorhees Option and the Barry Option shall hereinafter collectively be referred to as the "**City Option**").
 - c. The Voorhees Family hereby grants to Barry Vineyards an exclusive option and right to sell the 1-Acre Parcel to the Voorhees Family and Barry Vineyards hereby grants to the Voorhees Family an exclusive option and right to purchase the 1-Acre Parcel from Barry Vineyards (collectively the "**1-Acre Option**") (the City Option and the 1-Acre Option shall hereinafter collectively be referred to as the "**Option**").
 - d. The City, by virtue of this Agreement, shall acquire no right, title, or interest in Voorhees Parcel, except for the reservation of a right to purchase the Voorhees Parcel in accordance with the terms and conditions herein detailed.
 - e. The Voorhees Family, by virtue of this Agreement, shall acquire no right, title, or interest in the 1-Acre Parcel, except for the reservation of a right to purchase the 1-Acre Parcel in accordance with the terms and conditions detailed herein.
3. **Barry Option Term.** The Barry Option shall commence on November 1, 2019 and continue until January 31, 2020 ("**Barry Option Term**").
4. **Voorhees Option Term.** The Voorhees Option shall commence on November 1, 2019 and continue until February 29, 2020 ("**Voorhees Option Term**").
5. **1-Acre Option Term.** The 1-Acre Option shall commence on November 1, 2019 and continue until February 29, 2020 ("**1-Acre Option Term**").

6. **Option Consideration.** The Parties hereby agree that the closing of the Transaction shall be sufficient consideration in support of the options created under this Agreement.

7. **Exercise of Option.**

- a. Barry Vineyards may only exercise the Barry Option at any time during the Barry Option Term if the Barry Parcel has not been approved for a special use to operate a winery by October 31, 2019. If the preceding condition exists and Barry Vineyards elects to exercise the Barry Option and sell the Barry Parcel to the City, Barry Vineyards shall send written notice to the City with an effective delivery date during the Barry Option Term. Such election to sell the Barry Parcel shall be construed as the creation of an obligation of the City to purchase and an obligation of Barry Vineyards to sell the Barry Parcel in accordance with the terms contained within this Agreement. Failure of Barry Vineyards to make such affirmative election during the Barry Option Term shall result in a termination of Barry Vineyards's rights to sell the Barry Parcel to the City. If the Barry Option is exercised, this Agreement shall, without any further action, become a contract for the sale of the Barry Parcel pursuant to the terms set forth herein, binding upon both the City and Barry Vineyards, who shall then be the purchasers and sellers hereunder. If the Barry Option is not exercised, this Agreement shall be terminated, and the Parties shall have no further rights, obligations or duties under the terms, conditions and provisions of this Agreement.
- b. The City may only exercise the Voorhees Option if the Barry Option is exercised pursuant to section 8.a. of this Agreement. If the preceding condition exists and the City elects to exercise the Voorhees Option and purchase the Voorhees Parcel, the City shall send written notice to the Voorhees Family with an effective delivery date during the Voorhees Option Term. Such election to purchase the Voorhees Parcel shall be construed as the creation of an obligation of the City to purchase and an obligation of the Voorhees Family to sell the Voorhees Parcel in accordance with the terms contained within this Agreement. Failure of the City to make such affirmative during the Voorhees Option Term shall result in termination of the City's rights to purchase the Voorhees Parcel from the Voorhees Family. If the Voorhees Option is exercised, this Agreement shall, without any further action, become a contract for the purchase of the Voorhees Parcel pursuant to the terms set forth herein, binding upon both the City and the Voorhees Family, who shall then be the purchasers and sellers hereunder. If the Barry Option is not exercised, whereby making it impossible under this section for the Voorhees Option to be exercised, this Agreement shall be terminated and the Parties shall have no further rights, obligations or duties under the terms, conditions and provisions of this Agreement.

- c. Barry Vineyards or the Voorhees Family may only exercise the 1-Acre Option if the Barry Option is exercised pursuant to section 8.a. of this Agreement. If the preceding condition exists and the party exercising the 1-Acre Option shall send written notice to the other party during the 1-Acre Option Term. Such election to purchase or sell the 1-Acre Parcel shall be construed as the creation of an obligation of the Voorhees Family to purchase and an obligation of Barry Vineyards to sell the 1-Acre Parcel in accordance with the terms contained within this Agreement. Failure of Barry Vineyards or the Voorhees Family to make such affirmative election during the 1-Acre Option Term shall result in the termination of Barry Vineyard's rights to sell the 1-Acre Parcel to the Voorhees Family and the Voorhees Family's rights to purchase the 1-Acre Parcel from Barry Vineyards. If the 1-Acre Option is exercised, this Agreement shall, without further action, become a contract for the purchase and sale of the 1-Acre Parcel pursuant to the terms set forth herein, binding upon both the Voorhees Family and Barry Vineyards, who shall then be the purchasers and sellers, respectively, hereunder. If the Barry Option is not exercised, whereby making it impossible under this section for the 1-Acre Option to be exercised, this Agreement shall be terminated and the Parties shall have no further rights, obligations or duties under the terms, conditions and provisions of this Agreement.

8. **Purchase Price.**

- a. Barry Vineyards is hereby granted the right to sell the Barry Parcel to the City for the amount of Two Hundred Nineteen Thousand and No/100 Dollars (\$219,000.00) (hereinafter "**Barry Parcel Purchase Price**"). The City is hereby obligated to purchase the Barry Parcel from Barry Vineyards for the Barry Parcel Purchase Price.
- b. The City is hereby granted the right to purchase the Voorhees Parcel from the Voorhees Family for the amount of Thirteen Thousand and No/100 Dollars (\$13,000.00), and an amount sufficient to compensate the Voorhees Family for all reasonable expenses the Voorhees Family incurred related to this Agreement (hereinafter "**Voorhees Parcel Purchase Price**").
- c. Barry Vineyards is hereby granted the right to sell the 1-Acre Parcel to the Voorhees Family, and the Voorhees Family is hereby granted the right to purchase the 1-Acre Parcel from Barry Vineyards, for the amount of One Thousand and No/100 Dollars (\$1,000.00) (hereinafter "**1-Acre Parcel Purchase Price**").

9. **Conditions of Sale; Closing.** In the event Barry Vineyards elects to exercise the Barry Option and sell the Barry Parcel to the City during the Barry Option Term, the following terms and conditions shall apply to the sale of the Barry Parcel:

- a. Closing Date: The closing (the “**Barry Closing**”) shall be at 9:00 a.m. on a day fifteen (15) days after Barry Vineyards exercises the Barry Option (“**Barry Closing Date**”) at the offices of Davis & Campbell L.L.C. in Peoria, Illinois, or such other time and place as the Parties may agree. The Barry Closing Date shall not occur after March 31, 2020.
- b. Barry Vineyards Deliveries: At the Barry Closing, Barry Vineyards, shall deliver to the City the following:
 - i. Deed of Conveyance: A recordable Special Warranty Deed for the Barry Parcel subject to the exceptions listed in the title insurance policy issued to Barry Vineyards by the Title Insurer as part of the Transaction (“**Barry Parcel Permitted Exceptions**”).
 - ii. Title Policy: A 2006 ALTA Form Owner’s Title Insurance Policy issued by the Title Insurer covering the Barry Parcel in the amount of the Barry Parcel Purchase Price and subject to only the Barry Parcel Permitted Exceptions.
 - iii. ALTA Statement: An executed ALTA Statement in the form required by the Title Insurer.
 - iv. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by the City to fully effect and consummate the transactions contemplated hereby.
- c. The City’s Deliveries: At the Barry Closing, the City shall deliver to Barry Vineyards, the following:
 - i. Payment of Purchase Price: The Barry Parcel Purchase Price. Payment of the Barry Parcel Purchase Price shall be in the form of cash, certified funds, cashier's check, or other method of payment acceptable to Barry Vineyards.
 - ii. ALTA Statement: An executed ALTA Statement in the form required by the Title Insurer.
 - iii. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by Barry Vineyards to fully effect and consummate the transactions contemplated hereby.
- d. Joint Deliveries: At the Barry Closing, Barry Vineyards and the City shall jointly deliver to each other the following:
 - i. Closing Statement: An agreed upon closing statement.

- ii. Transfer Tax Filings: Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
 - e. Possession: Sole and exclusive possession of the Barry Parcel shall be delivered to the City on the Barry Closing Date.
 - f. Closing Costs: As related to the Barry Option, and unless otherwise provided in this Agreement, Barry Vineyards shall pay the following costs: its own attorneys' fees, fifty percent (50%) of the closing costs, any title insurance premium and state, county and municipal transfer taxes or sales taxes. The City shall pay the following costs: the City's attorneys' fees, fifty percent (50%) of the closing costs, and recording fees for recording the deeds.
 - g. 2019/2020 Real Estate Taxes:
 - i. All installments of real property taxes on Barry Parcel for the 2019 tax year, payable in 2020, shall be paid by Barry Vineyards prior to or at the Barry Closing if known or if unknown, the City shall receive a credit against the Barry Parcel Purchase Price in the amount of the estimated 2019 real estate taxes.
 - ii. All real property taxes on the Barry Parcel for the 2020 tax year, payable in 2021, shall be paid by the City and the City shall not receive any credit against the Barry Parcel Purchase Price for the amount of the real property taxes on the Barry Parcel for the 2020 tax year.
10. Conditions of Sale; Closing. In the event the City elects to exercise the Voorhees Option and purchase the Voorhees Parcel during the Voorhees Option Term, the following terms and conditions shall apply to the sale of the Voorhees Parcel:
- a. Closing Date: The closing (the "**Voorhees Closing**") shall be at 9:00 a.m. on a day fifteen (15) days after the City exercises the Voorhees Option ("**Voorhees Closing Date**") at the offices of Davis & Campbell L.L.C. in Peoria, Illinois, or such other time and place as the parties may agree. The Voorhees Closing Date shall not occur after April 30, 2020.
 - b. Voorhees Family Deliveries: At the Voorhees Closing, the Voorhees Family shall deliver to the City the following:
 - i. Deed of Conveyance: A recordable Special Warranty Deed for the Voorhees Parcel subject to the exceptions listed in the title insurance policy issued to the Voorhees Family by Chicago Title Insurance

Company (“**Title Insurer**”) as part of the Transaction (“**Voorhees Parcel Permitted Exceptions**”).

- ii. Title Policy: A 2006 ALTA Form Owner’s Title Insurance Policy issued by the Title Insurer covering the Voorhees Parcel in the amount of the Voorhees Parcel Purchase Price and subject to only the Voorhees Parcel Permitted Exceptions.
 - iii. ALTA Statement: An executed ALTA Statement in the form required by Title Insurer related to the Voorhees Parcel.
 - iv. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by the City to fully effect and consummate the transactions contemplated hereby.
- c. The City’s Deliveries: At the Voorhees Closing, the City shall deliver to the Voorhees Family the following:
- i. Payment of Purchase Price: The Voorhees Parcel Purchase Price. Payment of the Voorhees Parcel Purchase Price shall be in the form of cash, certified funds, cashier's check, or other method of payment acceptable to the Voorhees Family.
 - ii. ALTA Statement: An executed ALTA Statement in the form required by the Title Insurer related to the Voorhees Parcel.
 - iii. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by the Voorhees Family to fully effect and consummate the transactions contemplated hereby.
- d. Joint Deliveries: At the Voorhees Closing, the Voorhees Family and the City shall jointly deliver to each other the following:
- i. Closing Statement: An agreed upon closing statement.
 - ii. Transfer Tax Filings: Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
- e. Possession: Sole and exclusive possession of the Voorhees Parcel shall be delivered to the City on the Voorhees Closing Date.
- f. Closing Costs: As related to the Voorhees Option, and unless otherwise provided in this Agreement, the City shall pay the following costs: the City’s attorneys’ fees, the closing costs, any title insurance premium and state, county and

municipal transfer taxes or sales taxes, and recording fees for recording the deeds. The Voorhees Family shall pay only their own attorneys' fees.

g. 2019/2020 Real Estate Taxes:

- i. All installments of real property taxes on Voorhees Parcel for the 2019 tax year, payable in 2020, shall be paid by the Voorhees Family prior to or at the Voorhees Closing if known or if unknown, the City shall receive a credit against the Voorhees Parcel Purchase Price in the amount of the estimated 2019 real estate taxes.
- ii. All real property taxes on Voorhees Parcel for the 2020 tax year, payable in 2021, shall be paid by the City and the City shall not receive any credit against the Purchase Price for the amount of the real property taxes on Voorhees Parcel for the 2020 tax year.

11. Conditions of Sale; Closing. In the event Barry Vineyards elects to exercise the 1-Acre Option and sell the 1-Acre Parcel during the 1-Acre Option Term, or the Voorhees Family elects to exercise the 1-Acre Option and purchase the 1-Acre Parcel during the 1-Acre Option term, the following terms and conditions shall apply to the sale of the 1-Acre Parcel:

- a. Closing Date: The closing (the “**1-Acre Closing**”) shall be at 9:00 a.m. on a day fifteen (15) days after Barry Vineyards exercises the 1-Acre Option (“**1-Acre Closing Date**”) at the offices of Davis & Campbell L.L.C. in Peoria, Illinois, or such other time and place as the parties may agree. The 1-Acre Closing Date shall not occur after April 30, 2020.
- b. Barry Vineyards Deliveries: At the 1-Acre Closing, Barry Vineyards shall deliver to the Voorhees Family the following:
 - i. Deed of Conveyance: A recordable Special Warranty Deed for the 1-Acre Parcel subject to the exceptions listed in the title insurance policy issued to Barry Vineyards by Chicago Title Insurance Company (“**Title Insurer**”) as part of the Transaction (“**1-Acre Parcel Permitted Exceptions**”).
 - ii. Title Policy: A 2006 ALTA Form Owner's Title Insurance Policy issued by the Title Insurer covering the 1-Acre Parcel in the amount of the 1-Acre Parcel Purchase Price and subject to only the 1-Acre Parcel Permitted Exceptions.
 - iii. ALTA Statement: An executed ALTA Statement in the form required by Title Insurer related to the 1-Acre Parcel.

- iv. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by the Voorhees Family to fully effect and consummate the transactions contemplated hereby.
- c. Voorhees Family Deliveries: At the 1-Acre Closing, the Voorhees Family shall deliver to Barry Vineyards the following:
 - i. Payment of Purchase Price: The 1-Acre Parcel Purchase Price. Payment of the 1-Acre Parcel Purchase Price shall be in the form of cash, certified funds, cashier's check, or other method of payment acceptable to Barry Vineyards.
 - ii. ALTA Statement: An executed ALTA Statement in the form required by the Title Insurer related to the 1-Acre Parcel.
 - iii. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by Barry Vineyards to fully effect and consummate the transactions contemplated hereby.
- d. Joint Deliveries: At the 1-Acre Closing, the Voorhees Family and Barry Vineyards shall jointly deliver to each other the following:
 - i. Closing Statement: An agreed upon closing statement.
 - ii. Transfer Tax Filings: Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
- e. Possession: Sole and exclusive possession of the 1-Acre Parcel shall be delivered to the Voorhees Family on the 1-Acre Closing Date subject only to the leasehold interest held by Northtown Farms, Inc.
- f. Closing Costs: As related to the 1-Acre Option, and unless otherwise provided in this Agreement, Barry Vineyards shall pay the following costs: its own attorneys' fees, the closing costs, any title insurance premium and state, county and municipal transfer taxes or sales taxes, and recording fees for recording the deeds. Voorhees shall pay only their own attorneys' fees.
- g. 2019/2020 Real Estate Taxes:
 - i. All installments of real property taxes on 1-Acre Parcel for the 2019 tax year, payable in 2020, shall be paid by Barry Vineyards prior to or at the 1-Acre Closing if known or if unknown, the Voorhees Family shall receive a credit against the 1-Acre Parcel Purchase Price in the amount of the estimated 2019 real estate taxes.

- ii. All real property taxes on 1-Acre Parcel for the 2020 tax year, payable in 2021, shall be paid by the Voorhees Family and the Voorhees Family shall not receive any credit against the Purchase Price for the amount of the real property taxes on 1-Acre Parcel for the 2020 tax year.
 - h. Disconnection of Annexed Property: If, after the 1-Acre Closing, the Voorhees Family elects to disconnect the 1-Acre Parcel from the City's municipal boundaries pursuant to 65 ILCS 5/7-3-4, the City will cooperate fully and in good faith to achieve such disconnection and will have no defense or objection to the form or substance of any action taken to effect such disconnection.
12. **General Provisions.** The following general terms, conditions and definitions shall be applicable to the interpretation and construction of this Agreement.
- a. Applicable Law: This Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning matters detailed herein shall be commenced in Tazewell County, Illinois.
 - b. Waiver: The waiver of any right, term, or condition detailed in this Agreement, or the forbearance of enforcement of any right in the event of a breach of any term of this Agreement, shall not be deemed to be a waiver or release of any future right or cause of action arising from the commission of any additional act or breach of a similar or dissimilar nature. Any delay in enforcement of rights arising from a particular breach shall not act as a waiver of the right to pursue all available remedies. Waiver of a right, term or condition in regards to a particular individual or entity shall not entitle any other individual or entity to a similar waiver.
 - c. Timeliness of the Performance: Time shall be of the essence in regards to the performance of all duties, obligations, and payments detailed herein.
 - d. Additional Documentation: The parties hereto shall execute and deliver such additional documentation as may be necessary to further the purpose and intent of this Agreement as appropriate.
 - e. Severability: If any provision, term or condition of this Agreement or a part thereof shall be deemed illegal and/or unenforceable due to statute, rule of law, or court Order, the remaining provisions of this Agreement, to the extent legally possible, to be in accordance with the general intent demonstrated herein.
 - f. Agreement Binding: This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

- g. Attorneys' Fees: In the event of a default in regards to the performance of any of the duties and obligations detailed herein, the non-defaulting party shall be entitled to recover all reasonable attorney's fees, court costs or related charges incurred in regards to the curing of such default the protection of rights detailed herein, or the pursuit of any remedies. Such fees shall be recoverable whether incurred for general counsel, negotiations, trial, or appeal.
- h. Captions: All captions or headings contained within this Agreement are for convenience and reference only, and same shall not be construed as a modification, limitation, or definition of the contents of any provision or paragraph contained herein.
- i. Counterparts: This Agreement may be executed in any number of duplicates or counterparts, each of which shall be deemed an original, but all of which shall comprise one in the same instrument.
- j. Gender: Reference to gender or singular or plural pronouns shall not be construed as a limitation of the terms of this Agreement.
- k. Notices: All notices, communications and demands hereunder shall be in writing and shall be deemed to have been properly given if (i) delivered in person or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, to:

If to the Voorhees Family:

with a copy to:

Martin and Carol Voorhees
1123 E Cruger Rd
Washington, IL 61571

If to Barry Vineyards:

with a copy to:

Barry Vineyards, LLC
148 Tamarack Ave
Morton, IL 61550

Benckendorf & Benckendorf, P.C.
100 N. Main Street
Morton, IL 61550

If to the City:

with a copy to:

City of Washington
Attn: City Administrator
301 Walnut Street
Washington, IL 61571

Derek A. Schryer
Davis & Campbell L.L.C.
401 Main Street, Suite 1600
Peoria, IL 61602

or such other address as may be designated in writing. The notice shall be effective (i) upon delivery and (ii) two (2) days after the date of mailing.

- l. Brokers Commissions: The Voorhees Family, Barry Vineyards, and the City each represent to the others that no transaction coordinator or real estate broker has been engaged, with regard to this transaction. Each party (the "**Indemnifying Party**") agrees to indemnify and hold the others harmless against any fees due to any transaction coordinator, real estate broker or similar person or entity claiming to have been engaged by the Indemnifying Party with regard to this transaction.
- m. Waiver of Tender: Formal tender of an executed deed and the Voorhees Parcel Purchase Price, Barry Parcel Purchase Price, and 1-Acre Parcel Purchase Price each is hereby waived.
- n. Defaults. In the event of a default in regards to the performance of any of the duties and obligations detailed herein, the non-defaulting party shall be entitled to all remedies at law and in equity, including, without limitation, specific performance against the respective defaulting party. Any amount paid a party shall be classified as a "termination fee" and not an award or payment resulting from a "default" hereunder.
- o. Memorandum of Agreement. Following the execution and delivery of this Agreement, the any party may record a memorandum of this Agreement. Each party respectively agrees to execute a memorandum which shall be, in form and substance, reasonably satisfactory to the parties.
- p. Assignment: No party to this Agreement shall assign this Agreement without the written consent of the other parties, and such consent is not to be unreasonably withheld.
- q. Construction of the Agreement. Each party had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- r. Entire Agreement; Amendment. This Agreement, including the Transaction documents, and the Option Agreement – Failure to Annex Property, contemplated by and delivered pursuant to the Transaction, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. The Parties hereto may, by mutual written consent, amend or modify and supplement this Agreement in such manner as may be agreed upon in writing.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

VOORHEES FAMILY

CITY OF WASHINGTON

Martin Voorhees

Gary W. Manier, Mayor

Carol Voorhees

Attest:

BARRY VINEYARDS, LLC

Patricia S. Brown, City Clerk

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT "A"

All that part of the West Half of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, lying North of the right-of-way of the T. P. & W. R.R., EXCEPT a part thereof described as follows:

Beginning at a point on the North line of said West Half of the Northeast Quarter 363 feet East of the Northwest corner of said Northeast Quarter; thence South 620 feet; thence East 352 feet; thence North 620 feet to the North line of said Northeast Quarter; thence West on said North line 352 feet to the Point of Beginning, Tazewell County, Illinois.

Except the following-described real estate:

A part of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, more particularly described as follows:

Commencing at a PK nail found at the Northwest Corner of the said Northeast Quarter of Section 18; thence South 00° 36' 48" West, (an assumed bearing), along the West line of said Northeast Quarter of Section 18, a distance of 40.00 feet, to the Point of Beginning; thence South 89° 40' 33" East, along a line 40.00 feet South of and parallel with the North line of the said Northeast Quarter of Section 18, a distance of 363.20 feet, to the West line of a tract of land as shown in Plat Book "PP", Page 96, in the Tazewell County Recorder's Office; thence South 00° 19' 27" West, along the said West line of the tract of land shown in Plat Book "PP", Page 96, a distance of 600.00 feet; thence North 89° 40' 33" West, a distance of 366.23 feet, to the said West line of the Northeast Quarter of Section 18; thence North 00° 36' 48" East, along the said West line of the Northeast Quarter, a distance of 600.01 feet, to the Point of Beginning, containing 5.024 acres, more or less; situated in the County of Tazewell and State of Illinois.

Also excepting the following-described real estate:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH

00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

Also described as:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 640.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 361.08 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.92 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 345.72 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 44 SECONDS EAST, A DISTANCE OF 745.47 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 704.25 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 736.55 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 12.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

EXHIBIT "B"

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

EXHIBIT "C"

PART OF TRACT 3 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2207.03 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 295.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA, & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 295.75 FEET; THENCE NORTH 78 DEGREES 07 MINUTES 15 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 1.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

OPTION AGREEMENT – FAILURE TO ANNEX PROPERTY

This Option Agreement – Failure to Annex Property ("**Agreement**") is entered into on this ____ day of _____, 2019 ("**Effective Date**"), by and between the City of Washington, an Illinois home-rule corporation (the "**City**"), Barry Vineyards, LLC, an Illinois limited liability company ("**Barry Vineyards**"), and Martin Voorhees and Carol Voorhees (collectively, "**Voorhees Family**"). The City, Barry Vineyards, and the Voorhees Family may collectively be referred to as the "**Parties**" throughout this Agreement.

BACKGROUND

A. The Parties completed a multi-step real estate transaction whereby: 1) the City sold certain surplus real property to the Voorhees Family (the "**City-Voorhees Sale**"), 2) the City sold certain real property to Barry Vineyards (the "**City-Barry Sale**"), 3) the Voorhees Family sold certain real property to Barry Vineyards (the "**Voorhees-Barry Sale**"), 4) Barry Vineyards and the Voorhees Family entered into a cash rent farm lease covering that certain 1-acre parcel Barry Vineyards acquired from the Voorhees Family in the Voorhees-Barry Sale (the "**Lease**"), and 5) Barry Vineyards and the Voorhees Family entered into a license agreement which will allow ingress/egress to the Washington R/C Flyer Club across property the Voorhees Family acquired from the City in the City-Voorhees Sale (the "**License**") (the City-Voorhees Sale, the City-Barry Sale, the Voorhees-Barry Sale, Lease, and License shall collectively be referred to as the "**Transaction**");

B. The Voorhees Family is the record and beneficial owner of certain real property depicted and legally described on attached Exhibit "A" (the "**Voorhees Parcel**");

C. Barry Vineyards is the record and beneficial owner of certain real property depicted and legally described on attached Exhibit "B" (the "**Barry Parcel**") and Exhibit "C" (the "**1-Acre Parcel**") (the Voorhees Parcel, Barry Parcel, and the 1-Acre Parcel shall collectively be referred to as the "**Parcels**");

D. The City entered into the Transaction on the express condition that Barry Vineyards successfully annex the Barry Parcel into the City's municipal boundaries. If the Barry Parcel is not annexed into the City by October 31, 2019 because of the action or inaction of Barry Vineyards, the Parties desire to enter into this Agreement to facilitate the reversal of the Transaction; and

E. The rights set forth in this Agreement shall terminate if the Barry Parcel is annexed into the City by October 31, 2019.

AGREEMENT

NOW, THEREFORE, for one dollar and other good and valuable consideration in hand received, it is hereby agreed as follows:

1. **Background.** The Background set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement.
2. **Options.** If the Barry Parcel is not annexed into the City by October 31, 2019 because of the action or inaction of Barry Vineyards, the Parties hereby grant the following options:
 - a. The Voorhees Family hereby grants to the City an exclusive option and right to purchase the Voorhees Parcel ("**Voorhees Option**").
 - b. Barry Vineyards hereby grants to the City an exclusive option and right to purchase the Barry Parcel ("**Barry Option**") (the Voorhees Option and the Barry Option shall hereinafter collectively be referred to as the "**City Option**").
 - c. Barry Vineyards hereby grants to the Voorhees Family an exclusive option and right to purchase the 1-Acre Parcel (the "**1-Acre Option**") (the City Option, the Barry Option and the 1-Acre Option shall hereinafter collectively be referred to as the "**Option**").
 - d. The City, by virtue of this Agreement, shall acquire no right, title, or interest in Voorhees Parcel or Barry Parcel, except for the reservation of a right to purchase the Voorhees Parcel and the Barry Parcel in accordance with the terms and conditions herein detailed.
 - e. The Voorhees Family, by virtue of this Agreement, shall acquire no right, title, or interest in the 1-Acre Parcel, except for the reservation of a right to purchase the 1-Acre Parcel in accordance with the terms and conditions herein detailed.
3. **City Option Term.** The City Option shall commence on November 1, 2019 and continue until January 31, 2020 ("**City Option Term**").
4. **1-Acre Option Term.** The 1-Acre Option shall commence on November 1, 2019 and continue until February 29, 2020 ("**1-Acre Option Term**").
5. **Option Consideration.** The Parties hereby agree that the closing of the Transaction shall be sufficient consideration in support of the options created under this Agreement.
6. **Exercise of Options.**

- a. The City may only exercise the City Option at any time during the City Option Term if the Barry Parcel has not been annexed into the City by October 31, 2019. If the preceding condition exists and the City elects to exercise the City Option and purchase the Voorhees Parcel and the Barry Parcel, the City shall send written notice to Barry Vineyards and the Voorhees Family with an effective delivery date during the City Option Term. Such election to purchase the Voorhees Parcel and the Barry Parcel shall be construed as the creation of an obligation of the City to purchase and an obligation of the Voorhees Family and Barry Vineyards to sell the Voorhees Parcel and the Barry Parcel, respectively, in accordance with the terms contained within this Agreement. Failure of the City to make such affirmative election during the City Option Term shall result in a termination of the City's rights to purchase the Voorhees Parcel and the Barry Parcel. If the City Option is exercised, this Agreement shall, without any further action, become a contract for the sale of the Voorhees Parcel and the Barry Parcel pursuant to the terms set forth herein, binding upon both the City, the Voorhees Family, and Barry Vineyards, who shall then be the purchasers and sellers hereunder. If the City Option is not exercised, this Agreement shall be terminated, and the Parties shall have no further rights, obligations or duties under the terms, conditions and provisions of this Agreement.
- b. The Voorhees Family may only exercise the 1-Acre Option if the City Option is exercised pursuant to section 6.a. of this Agreement. If the preceding condition exists and the Voorhees Family elects to exercise the 1-Acre Option and purchase the 1-Acre Parcel, the Voorhees Family shall send written notice to Barry Vineyards with an effective delivery date during the 1-Acre Option Term. Such election to purchase the 1-Acre Parcel shall be construed as the creation of an obligation of the Voorhees Family to purchase and an obligation of Barry Vineyards to sell the 1-Acre Parcel in accordance with the terms contained within this Agreement. Failure of the Voorhees Family to make such affirmative election within during the 1-Acre Option Term shall result in the termination of the Voorhees Family's rights to purchase the 1-Acre Parcel from Barry Vineyards. If the 1-Acre Option is exercised, this Agreement shall, without further action, become a contract for the purchase of the 1-Acre Parcel pursuant to the terms set forth herein, binding upon both the Voorhees Family and Barry Vineyards, who shall then be the purchasers and sellers, respectively, hereunder. If the City Option is not exercised, whereby making it impossible under this section for the 1-Acre Option to be exercised, this Agreement shall be terminated and the Parties shall have no further rights, obligations or duties under the terms, conditions and provisions of this Agreement.

7. **Purchase Price.**

- a. The City is hereby granted the right to purchase Voorhees Parcel from the Voorhees Family for the amount of Thirteen Thousand and No/100 Dollars (\$13,000.00) and an amount sufficient to compensate the Voorhees Family for all

reasonable expenses the Voorhees Family incurred related to this Agreement (hereinafter "**Voorhees Parcel Purchase Price**").

- b. The City is hereby granted the right to purchase the Barry Parcel from Barry Vineyards for the amount of Two Hundred Nineteen Thousand and No/100 Dollars (\$219,000.00) (hereinafter "**Barry Parcel Purchase Price**").
- c. The Voorhees Family is hereby granted the right to purchase the 1-Acre Parcel from Barry Vineyards for the amount of One Thousand and No/100 Dollars (\$1,000.00) (hereinafter "**1-Acre Parcel Purchase Price**").

8. **Conditions of Sale; Closing.** In the event the City elects to exercise the City Option and purchase the Voorhees Parcel and the Barry Parcel during the City Option Term, the following terms and conditions shall apply to the sale of the Voorhees Parcel and the Barry Parcel:

- a. **Closing Date:** The closing (the "**Closing**") shall be at 9:00 a.m. on a day fifteen (15) days after the City exercises the City Option ("**Closing Date**") at the offices of Davis & Campbell L.L.C. in Peoria, Illinois, or such other time and place as the parties may agree. The Closing Date shall not occur after March 31, 2020.
- b. **Voorhees Family Deliveries:** At Closing, the Voorhees Family, shall deliver to the City the following:
 - i. **Deed of Conveyance:** A recordable Special Warranty Deed for the Voorhees Parcel subject to the exceptions listed in the title insurance policy issued to Voorhees by Chicago Title Insurance Company ("**Title Insurer**") as part of the Transaction ("**Voorhees Parcel Permitted Exceptions**").
 - ii. **Title Policy:** A 2006 ALTA Form Owner's Title Insurance Policy issued by the Title Insurer covering the Voorhees Parcel in the amount of the Voorhees Parcel Purchase Price and subject to only the Voorhees Parcel Permitted Exceptions.
 - iii. **ALTA Statement:** An executed ALTA Statement in the form required by Title Insurer related to both the City Parcel and the Voorhees Parcel.
 - iv. **Other Documents:** Such other documents, instruments, certifications and confirmations as may reasonably be required by the City to fully effect and consummate the transactions contemplated hereby.
- c. **Barry Vineyards Deliveries:** At Closing, Barry Vineyards, shall deliver to the City the following:

- i. Deed of Conveyance: A recordable Special Warranty Deed for the Barry Parcel subject to the exceptions listed in the title insurance policy issued to Barry Vineyards by the Title Insurer as part of the Transaction (“**Barry Parcel Permitted Exceptions**”).
 - ii. Title Policy: A 2006 ALTA Form Owner’s Title Insurance Policy issued by the Title Insurer covering the Barry Parcel in the amount of the Barry Parcel Purchase Price and subject to only the Barry Parcel Permitted Exceptions.
 - iii. ALTA Statement: An executed ALTA Statement in the form required by the Title Insurer.
 - iv. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by the City to fully effect and consummate the transactions contemplated hereby.
- d. The City’s Deliveries: At Closing, the City shall deliver to the Voorhees Family and Barry Vineyards, separately, as applicable, the following:
- i. Payment of Purchase Price: The Voorhees Parcel Purchase Price and the Barry Parcel Purchase Price. Payment of the Voorhees Parcel Purchase Price and the Barry Parcel Purchase Price shall be in the form of cash, certified funds, cashier's check, or other method of payment acceptable to the Voorhees Family or Barry Family, respectively.
 - ii. ALTA Statement: An executed ALTA Statement in the form required by Title Insurer related to the Barry Parcel and the Voorhees Parcel.
 - iii. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by the Voorhees Family or Barry Vineyards to fully effect and consummate the transactions contemplated hereby.
- e. Joint Deliveries: At Closing, the Voorhees Family, Barry Vineyards, and the City shall jointly deliver to each other the following:
- i. Closing Statement: An agreed upon closing statement.
 - ii. Transfer Tax Filings: Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
- f. Possession: Sole and exclusive possession of the Barry Parcel and the Voorhees Parcel shall be delivered to the City on the Closing Date.

- g. Closing Costs: As related to the City Option, and unless otherwise provided in this Agreement, Barry Vineyards shall pay the following costs: its own attorneys' fees, fifty percent (50%) of the closing costs, any title insurance premium and state, county and municipal transfer taxes or sales taxes. Voorhees shall pay only their own attorney's fees. The City shall pay the following costs: the City's attorneys' fees, fifty percent (50%) of the closing costs, and recording fees for recording the deeds.
- h. 2019/2020 Real Estate Taxes:
 - i. All installments of real property taxes on Voorhees Parcel for the 2019 tax year, payable in 2020, shall be paid by Voorhees prior to or at Closing, if known or if unknown, the City shall receive a credit against the Voorhees Parcel Purchase Price in the amount of the estimated 2019 real estate taxes.
 - ii. All installments of real property taxes on Barry Parcel for the 2019 tax year, payable in 2020, shall be paid by Barry Vineyards prior to or at Closing, if known or if unknown, the City shall receive a credit against the Barry Parcel Purchase Price in the amount of the estimated 2019 real estate taxes.
 - iii. All real property taxes on Voorhees Parcel or Barry Parcel for the 2020 tax year, payable in 2021, shall be paid by the City and the City shall not receive any credit against the Purchase Price for the amount of the real property taxes on Voorhees Parcel or Barry Parcel for the 2020 tax year.

9. Conditions of Sale: Closing. In the event the Voorhees Family elects to exercise the 1-Acre Option and purchase the 1-Acre Parcel during the 1-Acre Option Term, the following terms and conditions shall apply to the sale of the 1-Acre Parcel:

- a. Closing Date: The closing (the "**1-Acre Closing**") shall be at 9:00 a.m. on a day fifteen (15) days after the Voorhees Family exercises the 1-Acre Option ("**1-Acre Closing Date**") at the offices of Davis & Campbell L.L.C. in Peoria, Illinois, or such other time and place as the parties may agree. The 1-Acre Closing Date shall not occur after April 30, 2020.
- b. Barry Vineyards Deliveries: At the 1-Acre Closing, Barry Vineyards shall deliver to the Voorhees Family the following:
 - i. Deed of Conveyance: A recordable Special Warranty Deed for the 1-Acre Parcel subject to the exceptions listed in the title insurance policy issued to Barry Vineyards by Chicago Title Insurance Company ("**Title Insurer**") as part of the Transaction ("**1-Acre Parcel Permitted Exceptions**").

- ii. Title Policy: A 2006 ALTA Form Owner's Title Insurance Policy issued by the Title Insurer covering the 1-Acre Parcel in the amount of the 1-Acre Parcel Purchase Price and subject to only the 1-Acre Parcel Permitted Exceptions.
 - iii. ALTA Statement: An executed ALTA Statement in the form required by Title Insurer related to the 1-Acre Parcel.
 - iv. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by the Voorhees Family to fully effect and consummate the transactions contemplated hereby.
- c. Voorhees Family Deliveries: At the 1-Acre Closing, the Voorhees Family shall deliver to Barry Vineyards the following:
- i. Payment of Purchase Price: The 1-Acre Parcel Purchase Price. Payment of the 1-Acre Parcel Purchase Price shall be in the form of cash, certified funds, cashier's check, or other method of payment acceptable to Barry Vineyards.
 - ii. ALTA Statement: An executed ALTA Statement in the form required by the Title Insurer related to the 1-Acre Parcel.
 - iii. Other Documents: Such other documents, instruments, certifications and confirmations as may reasonably be required by Barry Vineyards to fully effect and consummate the transactions contemplated hereby.
- d. Joint Deliveries: At the 1-Acre Closing, the Voorhees Family and Barry Vineyards shall jointly deliver to each other the following:
- i. Closing Statement: An agreed upon closing statement.
 - ii. Transfer Tax Filings: Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
- e. Possession: Sole and exclusive possession of the 1-Acre Parcel shall be delivered to the Voorhees Family on the 1-Acre Closing Date subject to the leasehold rights of Northtown Farms, Inc..
- f. Closing Costs: As related to the 1-Acre Option, and unless otherwise provided in this Agreement, Barry Vineyards shall pay the following costs: its own attorneys' fees, the closing costs, any title insurance premium and state, county and

municipal transfer taxes or sales taxes, and recording fees for recording the deeds. Voorhees shall pay only their own attorneys' fees.

g. 2019/2020 Real Estate Taxes:

- i. All installments of real property taxes on 1-Acre Parcel for the 2019 tax year, payable in 2020, shall be paid by Barry Vineyards prior to or at Closing, if known or if unknown, the Voorhees Family shall receive a credit against the 1-Acre Parcel Purchase Price in the amount of the estimated 2019 real estate taxes.
- ii. All real property taxes on 1-Acre Parcel for the 2020 tax year, payable in 2021, shall be paid by the Voorhees Family and the Voorhees Family shall not receive any credit against the Purchase Price for the amount of the real property taxes on 1-Acre Parcel for the 2020 tax year.

10. **General Provisions.** The following general terms, conditions and definitions shall be applicable to the interpretation and construction of this Agreement.

- a. **Applicable Law:** This Agreement and the rights of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any litigation concerning matters detailed herein shall be commenced in Tazewell County, Illinois.
- b. **Waiver:** The waiver of any right, term, or condition detailed in this Agreement, or the forbearance of enforcement of any right in the event of a breach of any term of this Agreement, shall not be deemed to be a waiver or release of any future right or cause of action arising from the commission of any additional act or breach of a similar or dissimilar nature. Any delay in enforcement of rights arising from a particular breach shall not act as a waiver of the right to pursue all available remedies. Waiver of a right, term or condition in regards to a particular individual or entity shall not entitle any other individual or entity to a similar waiver.
- c. **Timeliness of the Performance:** Time shall be of the essence in regards to the performance of all duties, obligations, and payments detailed herein.
- d. **Additional Documentation:** The parties hereto shall execute and deliver such additional documentation as may be necessary to further the purpose and intent of this Agreement as appropriate.
- e. **Severability:** If any provision, term or condition of this Agreement or a part thereof shall be deemed illegal and/or unenforceable due to statute, rule of law, or court Order, the remaining provisions of this Agreement, to the extent legally possible, to be in accordance with the general intent demonstrated herein.

- f. Agreement Binding: This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- g. Attorneys' Fees: In the event of a default in regards to the performance of any of the duties and obligations detailed herein, the non-defaulting party shall be entitled to recover all reasonable attorney's fees, court costs or related charges incurred in regards to the curing of such default the protection of rights detailed herein, or the pursuit of any remedies. Such fees shall be recoverable whether incurred for general counsel, negotiations, trial, or appeal.
- h. Captions: All captions or headings contained within this Agreement are for convenience and reference only, and same shall not be construed as a modification, limitation, or definition of the contents of any provision or paragraph contained herein.
- i. Counterparts: This Agreement may be executed in any number of duplicates or counterparts, each of which shall be deemed an original, but all of which shall comprise one in the same instrument.
- j. Gender: Reference to gender or singular or plural pronouns shall not be construed as a limitation of the terms of this Agreement.
- k. Notices: All notices, communications and demands hereunder shall be in writing and shall be deemed to have been properly given if (i) delivered in person or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, to:

If to the Voorhees Family:

with a copy to:

Martin and Carol Voorhees
1123 E Cruger Rd
Washington, IL 61571

If to Barry Vineyards:

with a copy to:

Barry Vineyards, LLC
148 Tamarack Ave
Morton, IL 61550

Benckendorf & Benckendorf, P.C.
100 N. Main Street
Morton, IL 61550

If to the City:

City of Washington
Attn: City Administrator
301 Walnut Street
Washington, IL 61571

with a copy to:

Derek A. Schryer
Davis & Campbell L.L.C.
401 Main Street, Suite 1600
Peoria, IL 61602

or such other address as may be designated in writing. The notice shall be effective (i) upon delivery and (ii) two (2) days after the date of mailing.

- l. Brokers Commissions: The Voorhees Family, Barry Vineyards, and the City each represent to the others that no transaction coordinator or real estate broker has been engaged, with regard to this transaction. Each party (the "**Indemnifying Party**") agrees to indemnify and hold the others harmless against any fees due to any transaction coordinator, real estate broker or similar person or entity claiming to have been engaged by the Indemnifying Party with regard to this transaction.
- m. Waiver of Tender: Formal tender of an executed deed and the Voorhees Parcel Purchase Price, Barry Parcel Purchase Price, and 1-Acre Parcel Purchase Price each is hereby waived.
- n. Defaults: In the event of a default in regards to the performance of any of the duties and obligations detailed herein, the non-defaulting party shall be entitled to all remedies at law and in equity, including, without limitation, specific performance against the respective defaulting party. Any amount paid a party shall be classified as a "termination fee" and not an award or payment resulting from a "default" hereunder.
- o. Memorandum of Agreement. Following the execution and delivery of this Agreement, the any party may record a memorandum of this Agreement. Each party respectively agrees to execute a memorandum which shall be, in form and substance, reasonably satisfactory to the parties.
- p. Assignment: No party to this Agreement shall assign this Agreement without the written consent of the other parties, and such consent is not to be unreasonably withheld.
- q. Construction of the Agreement. Each party had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- r. Entire Agreement: Amendment. This Agreement, including the Transaction documents, and the Option Agreement – Denial of Special Use, contemplated by

and delivered pursuant to the Transaction, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. The Parties hereto may, by mutual written consent, amend or modify and supplement this Agreement in such manner as may be agreed upon in writing.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

VOORHEES FAMILY

CITY OF WASHINGTON

Martin Voorhees

Gary W. Manier, Mayor

Carol Voorhees

Attest:

BARRY VINEYARDS, LLC

Patricia S. Brown, City Clerk

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT "A"
Voorhees Parcel

All that part of the West Half of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, lying North of the right-of-way of the T. P. & W. R.R., EXCEPT a part thereof described as follows:

Beginning at a point on the North line of said West Half of the Northeast Quarter 363 feet East of the Northwest corner of said Northeast Quarter; thence South 620 feet; thence East 352 feet; thence North 620 feet to the North line of said Northeast Quarter; thence West on said North line 352 feet to the Point of Beginning, Tazewell County, Illinois.

Except the following-described real estate:

A part of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, more particularly described as follows:

Commencing at a PK nail found at the Northwest Corner of the said Northeast Quarter of Section 18; thence South 00° 36' 48" West, (an assumed bearing), along the West line of said Northeast Quarter of Section 18, a distance of 40.00 feet, to the Point of Beginning; thence South 89° 40' 33" East, along a line 40.00 feet South of and parallel with the North line of the said Northeast Quarter of Section 18, a distance of 363.20 feet, to the West line of a tract of land as shown in Plat Book "PP", Page 96, in the Tazewell County Recorder's Office; thence South 00° 19' 27" West, along the said West line of the tract of land shown in Plat Book "PP", Page 96, a distance of 600.00 feet; thence North 89° 40' 33" West, a distance of 366.23 feet, to the said West line of the Northeast Quarter of Section 18; thence North 00° 36' 48" East, along the said West line of the Northeast Quarter, a distance of 600.01 feet, to the Point of Beginning, containing 5.024 acres, more or less; situated in the County of Tazewell and State of Illinois.

Also excepting the following-described real estate:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE

WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

Also described as:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 640.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 361.08 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.92 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 345.72 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 44 SECONDS EAST, A DISTANCE OF 745.47 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 704.25 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 736.55 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 12.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

EXHIBIT "B"

Barry Parcel

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

EXHIBIT "C"

1-Acre Parcel

PART OF TRACT 3 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2207.03 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 295.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA, & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 295.75 FEET; THENCE NORTH 78 DEGREES 07 MINUTES 15 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 1.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

Joint Escrow Closing Instructions

Chicago Title Company, LLC (the “Escrowee”)
6901 N. Knoxville, Suite 102
Peoria, IL 61614
Attention: Stephanie Roof

_____, 2019

Re: Chicago Title Company File No. – _____
City of Washington, Barry Vineyards, LLC, and Martin and Carol Voorhees Real
Estate Transaction

Dear Ms. Roof:

The following joint escrow closing instructions are submitted to you on behalf of Barry Vineyards, LLC, an Illinois limited liability company (“**Barry Vineyards**”), the City of Washington, an Illinois home-rule corporation (the “**City**”), and Martin and Carol Voorhees (collectively the “**Voorhees Family**”) (Barry Vineyards, the City, and the Voorhees Family, may hereinafter collectively be referred to as the “**Parties**”). The Parties have entered into a multi-step real estate transaction whereby: 1) the City will sell certain surplus real property to the Voorhees Family (“**City-Voorhees Sale**”), 2) the City will sell certain surplus real property to Barry Vineyards (the “**City-Barry Sale**”), 3) the Voorhees Family will sell certain real property to Barry Vineyards (the “**Voorhees-Barry Sale**”), 4) Barry Vineyards and the Voorhees Family will enter into a cash rent farm lease covering a certain 1-acre parcel Barry Vineyards will acquire from the Voorhees Family in the Voorhees-Barry Sale (the “**Lease**”), and 5) Barry Vineyards and the Voorhees Family will enter into a license agreement which will allow ingress/egress to the Washington R/C Flyer Club across property the Voorhees Family will acquire from the City in the City-Voorhees Sale (the “**License**”) (the City-Voorhees Sale, the City-Barry Sale, the Voorhees-Barry Sale, Lease, and License shall collectively be referred to as the “**Transaction**”).

These escrow instructions concern the procedures by which the Voorhees Family will pay amounts due to the City under and pursuant to that certain Agreement for Purchase and Sale of Real Property dated _____, 2019 (the “**City-Voorhees Purchase Agreement**”) as consideration for the City selling to the Voorhees Family certain real property which is legally described on Exhibit A and is depicted on Exhibit D attached hereto (the “**City-Voorhees Parcel**”). These escrow instructions also concern the procedures by which Barry Vineyards will pay amounts due to the City under and pursuant to that certain Agreement for Purchase and Sale of Real Property dated _____, 2019 (the “**City-Barry Purchase Agreement**”) as consideration for the City selling to Barry Vineyards certain real property which is legally described on Exhibit B and is also depicted on Exhibit D attached hereto (the “**City-Barry**

Parcel”). Finally, these escrow instructions concern the procedures by which Barry Vineyards will pay amounts due to the Voorhees Family under and pursuant to that certain Agreement for Purchase and Sale of Real Property dated _____, 2019 (the “**Voorhees-Barry Purchase Agreement**”) as consideration for the Voorhees Family selling to Barry Vineyards certain real property which is legally described on **Exhibit C** and is also depicted on **Exhibit D** attached hereto (the “**Voorhees-Barry Parcel**”).

I. THE CITY’S DELIVERABLES

Davis & Campbell L.L.C. (the “**City’s Counsel**”), with an address of 401 Main Street, Suite 1600, Peoria, Illinois 61602, is or will be depositing or shall cause to be deposited, each of the following with Escrowee (collectively, the “**City Deliverables**”) on behalf of the City:

A. City Deliverables related to the City-Barry Purchase Agreement:

1. One (1) original Special Warranty Deed in favor of Barry Vineyards for the City-Barry Parcel (the “**City-Barry Deed**”), executed by the City;
2. PTAX-203 Illinois Real Estate Transfer Declaration for the City-Barry Parcel (the “**City-Barry Transfer Declaration**”) executed by the City and the City’s Counsel;
3. One (1) executed Settlement Statement between City and Barry Vineyards (the “**City-Barry Settlement Statement**”);
4. One (1) original Statement Required for the Issuance of ALTA Owners and Loan Policies (the “**City-Barry ALTA Statement**”) executed by the City;
5. One (1) copy of the City of Washington Ordinance No. _____ approving the City-Barry Purchase Agreement;
6. One (1) original Escrow Agreement and Release (the “**City-Barry Escrow Agreement**”) executed by the City;
7. One (1) original Waiver of Settlement Agent Responsibility executed by the City;

B. City Deliverables related to the City-Voorhees Sale:

1. One (1) original Special Warranty Deed in favor of the Voorhees Family for the City-Voorhees Parcel (the “**City-Voorhees Deed**”), executed by the City;
2. PTAX-203 Illinois Real Estate Transfer Declaration for the City-Voorhees Parcel (the “**City-Voorhees Transfer Declaration**”) executed by the City and the City’s Counsel;

3. One (1) executed Settlement Statement between City and the Voorhees Family, (the **"City-Voorhees Settlement Statement"**);

4. One (1) original Statement Required for the Issuance of ALTA Owners and Loan Policies for the City-Voorhees Parcel (the **"City-Voorhees ALTA Statement"**) executed by the City;

5. One (1) copy of the City of Washington Ordinance No. _____ approving the City-Voorhees Purchase Agreement.

6. One (1) original Escrow Agreement and Release (the **"City-Voorhees Escrow Agreement"**) executed by the City; and

7. One (1) original Waiver of Settlement Agent Responsibility executed by the City.

C.City Deliverables related to other agreements contemplated by the Transaction:

1. One (1) copy of the Option Agreement – Failure to Annex Property (**"Annexation Option Agreement"**) executed by the City; and

2. One (1) copy of the Option Agreement – Denial of Special Use (**"Special Use Option Agreement"**) executed by the City.

II. BARRY VINEYARDS DELIVERABLES

Barry Vineyards, with an address of 226 W Adams St., Morton, IL 61550, is or will be depositing or shall cause to be deposited, each of the following with Escrowee (collectively, the **"Tres Rojas Deliverables"**) on behalf of the Barry Family:

A. Barry Vineyards Deliverables related to the City-Barry Purchase Agreement

1. One (1) City-Barry Transfer Declaration executed by Barry Vineyards;

2. One (1) original City-Barry ALTA Statement executed by Barry Vineyards;

3. One (1) City-Barry Settlement Statement executed by Barry Vineyards;

4. One (1) original Waiver of Settlement Agent Responsibility executed by Barry Vineyards;

5. One (1) original City-Barry Escrow Agreement executed by Barry Vineyards; and

6. Funds from Barry Vineyards sufficient to satisfy all distributions to be made in accordance with the City-Barry Settlement Statement (the **"City-Barry Funds"**).

B. Barry Vineyards Deliverables related to the Voorhees-Barry Purchase Agreement

1. PTAX-203 Illinois Real Estate Transfer Declaration for the Voorhees-Barry Parcel (the “**Voorhees-Barry Transfer Declaration**”) executed by Barry Vineyards ;
2. One (1) original Statement Required for the Issuance of ALTA Owners and Loan Policies for the City-Voorhees Parcel (the “**Voorhees-Barry ALTA Statement**”) executed by Barry Vineyards;
3. One (1) executed Settlement Statement between the Voorhees Family and Barry Vineyards, (the “**Voorhees-Barry Settlement Statement**”);
4. One (1) original Waiver of Settlement Agent Responsibility executed by Barry Vineyards;
5. One (1) original Escrow Agreement and Release (“**Voorhees-Barry Escrow Agreement**”) executed by Barry Vineyards; and
6. Funds from Barry Vineyards sufficient to satisfy all distributions to be made in accordance with the Voorhees-Barry Settlement Statement (the “**Voorhees-Barry Funds**”).

C. Barry Vineyards Deliverables related to other agreements contemplated by the Transaction:

1. One (1) notarized copy of the Annexation Petition executed by Barry Vineyards;
2. One (1) copy of the Cash Rent Farm Lease executed by Barry Vineyards;
3. One (1) copy of the Ingress/Egress License Agreement executed by Barry Vineyards;
4. One (1) copy of the Annexation Option Agreement executed by Barry Vineyards; and
5. One (1) copy of the Special Use Option Agreement executed by Barry Vineyards.
6. A copy of a corporate resolution signed by the managing member(s) of Barry Vineyards approving the City-Barry Purchase Agreement and the Voorhees-Barry Purchase Agreement.

III. VOORHEES FAMILY DELIVERABLES

The Voorhees Family, with an address of 1123 E Cruger Rd, Washington, IL 61571, is or will be depositing or shall cause to be deposited, each of the following with Escrowee (collectively, the “**Voorhees Family Deliverables**”) on behalf of the Voorhees Family:

A. Voorhees Family Deliverables related to the Voorhees-Barry Purchase Agreement

1. One (1) original Special Warranty Deed in favor of Barry Vineyards for the Voorhees-Barry Parcel (the “**Voorhees-Barry Deed**”), executed by the Voorhees Family;
2. One (1) Voorhees-Barry Transfer Declaration executed by the Voorhees Family;
3. One (1) Voorhees-Barry Settlement Statement executed by the Voorhees Family;
4. One (1) Voorhees-Barry ALTA Statement executed by the Voorhees Family;
5. One (1) original Waiver of Settlement Agent Responsibility executed by the Voorhees Family; and
6. One (1) original Voorhees-Barry Escrow Agreement and Release executed by the Voorhees Family.

B. Voorhees Family Deliverables related to the City-Voorhees Purchase Agreement

1. One (1) City-Voorhees Transfer Declaration executed by the Voorhees Family;
2. One (1) City-Voorhees Settlement Statement executed by the Voorhees Family;
3. One (1) City-Voorhees ALTA Statement executed by the Voorhees Family;
4. One (1) original City-Voorhees Escrow Agreement and Release executed by the Voorhees Family; and
5. Funds from the Voorhees Family sufficient to satisfy all distributions to be made in accordance with the City-Voorhees Settlement Statement (the “**City-Voorhees Funds**”).

C. Voorhees Family Deliverables related to other agreements contemplated by the Transaction:

1. One (1) copy of the Cash Rent Farm Lease executed by the Voorhees Family;
2. One (1) copy of the Ingress/Egress License Agreement executed by the Voorhees Family;
3. One (1) copy of the Annexation Option Agreement executed by the Voorhees Family;
4. One (1) copy of the Special Use Option Agreement executed by the Voorhees Family.
5. A copy of the driver's licenses of Martin Voorhees and Carol Voorhees.

IV. CLOSING PROCEDURES

Only after each of the following conditions has been satisfied shall Escrowee be authorized to proceed as directed below:

A. Escrowee shall be in possession of fully executed and duly notarized, as applicable, originals or copies, as specified above, of each of the City Deliverables, Barry Vineyards Deliverables, and the Voorhees Family Deliverables (collectively, the "**Deliverables**");

B. Escrowee shall determine that (i) the Deliverables are in proper form for recording or filing, as applicable, and (ii) all exhibits to be attached to the Deliverables are attached thereto;

C. Escrowee shall receive from the City, Barry Vineyards, and/or the Voorhees Family all affidavits, undertakings, releases and other documents and instruments necessary to record or file, as applicable, the Deliverables and issue the Title Policies (as defined below);

D. Escrowee shall have received the City-Barry Funds, the City-Voorhees Funds and the Voorhees-Barry Funds in sufficient amounts in order to satisfy all distributions made in accordance with the City-Barry Settlement Statement, the City-Voorhees Settlement Statement and the Voorhees-Barry Settlement Statement;

E. Escrowee shall be irrevocably committed to issue Owner's Policy of Title Insurance, dated the date and time of recording of the Deeds, in the form attached hereto as **Exhibit E** and **Exhibit F** (the "**Title Policies**");

F. Escrowee shall have delivered to the City's Counsel, Barry Vineyards, and the Voorhees Family a fully executed counterpart of these Escrow Instructions (the "**Agreement**"); and

G. Escrowee has received written authorization (which may be provided via e-mail) from Barry Vineyards to close the transaction in accordance with the Closing Procedures (as defined below), has received written authorization (which may be provided via e-mail) from the

Voorhees Family to close the transaction in accordance with the Closing Procedures, and has received written authorization (which may be provided via e-mail) from Derek A. Schryer of City's Counsel to close the transaction in accordance with the Closing Procedures.

Upon satisfaction of all of the aforementioned conditions, Escrowee shall proceed as follows in the following order (the "**Closing Procedures**"):

1. Escrowee shall date any undated Deliverables as of the date Escrowee has received all written authorizations to close the transaction pursuant to Paragraph G above (the "**Closing Date**");
2. Escrowee shall pay all recording fees, filing fees, documentary fees, title premiums, escrow fees, all mortgage, intangible, recording, filing and documentary stamp taxes and charges, if any, as set forth on the City-Barry Settlement Statement, City-Voorhees Settlement Statement and the Voorhees-Barry Settlement Statement;
3. Escrowee shall disburse the remaining City-Barry Funds in accordance with the City-Barry Settlement Statement, the City-Voorhees Funds in accordance with the City-Voorhees Settlement Statement and remaining Voorhees-Barry Funds in accordance with the Voorhees-Barry Settlement Statement;
4. Escrowee shall first promptly submit the City-Voorhees Deed (together with the City-Voorhees Transfer Declaration) for recording in the appropriate governmental office;
5. Escrowee shall next promptly submit the City-Barry Deed (together with the City-Barry Transfer Declaration) for recording in the appropriate governmental office;
6. Escrowee shall lastly promptly submit the Voorhees-Barry Deed (together with the Voorhees-Barry Transfer Declaration) for recording in the appropriate governmental office;
7. Escrowee shall deliver to the City and Derek A. Schryer of City's Counsel within thirty (30) days following the Closing Date (i) conformed copies of all recorded or filed Deliverables, and (ii) conformed copies of all other Deliverables;
8. Escrowee shall deliver to Barry Vineyards within thirty (30) days following the Closing Date (i) conformed copies of all recorded or filed Deliverables, and (ii) conformed copies of all other Deliverables;
9. Escrowee shall deliver to the Voorhees Family within thirty (30) days following the Closing Date (i) conformed copies of all recorded or filed Deliverables, and (ii) conformed copies of all other Deliverables;
10. Escrowee shall deliver to the City within one (1) day following the Closing Date the Annexation Petition;
11. When received, Escrowee shall promptly send the originals of the recorded or filed

Deliverables to the City at the address provided above; and

12. Escrowee shall issue and deliver to Barry Vineyards, and the Voorhees Family the Title Policies within thirty (30) days as of the date hereof as follows: (1) the Title Policy as depicted in attached **Exhibit E** to Barry Vineyards at the address provided above, and (2) the Title Policy as depicted in attached **Exhibit F** to the Voorhees Family at the address provided above. Barry Vineyards.

At any time prior to the initiation of the Closing Procedures, upon the written demand (which may be provided via e-mail) of City's Counsel and without notice to any other party, Escrowee is directed to return the City Deliverables to City's Counsel within one (1) day as of such written demand.

At any time prior to the initiation of the Closing Procedures, upon the written demand (which may be provided via e-mail) of Barry Vineyards and without notice to any other party, Escrowee is directed to return Barry Vineyards Deliverables to Barry Vineyards within one (1) day as of such written demand.

At any time prior to the initiation of the Closing Procedures, upon the written demand (which may be provided via e-mail) of the Voorhees Family and without notice to any other party, Escrowee is directed to return the Voorhees Family Deliverables to Voorhees Family within one (1) day as of such written demand.

V. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each counterpart constituting an original but all together only one Agreement.

[Signatures on Following Page]

Agreed and Accepted:

CHICAGO TITLE COMPANY, LLC

VOORHEES FAMILY

By: _____
Stephanie Roof, authorized agent
Phone Number: (309) 692-2854
Fax Number: (309) 692-4876
email: stephanie.roof@ctt.com

Martin Voorhees

Carol Voorhees

BARRY VINEYARDS

DAVIS & CAMPBELL L.L.C.
City's Counsel

By: _____

By : _____
Derek A. Schryer, Esq.
Phone Number: (309) 673-1681
Fax Number: (309) 673-1690
Email: daschryer@dcamlaw.com

Its: _____

By: _____

Its: _____

EXHIBIT A
City-Voorhees Parcel

All that part of the West Half of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, lying North of the right-of-way of the T. P. & W. R.R., EXCEPT a part thereof described as follows:

Beginning at a point on the North line of said West Half of the Northeast Quarter 363 feet East of the Northwest corner of said Northeast Quarter; thence South 620 feet; thence East 352 feet; thence North 620 feet to the North line of said Northeast Quarter; thence West on said North line 352 feet to the Point of Beginning, Tazewell County, Illinois.

Except the following-described real estate:

A part of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, more particularly described as follows:

Commencing at a PK nail found at the Northwest Corner of the said Northeast Quarter of Section 18; thence South 00° 36' 48" West, (an assumed bearing), along the West line of said Northeast Quarter of Section 18, a distance of 40.00 feet, to the Point of Beginning; thence South 89° 40' 33" East, along a line 40.00 feet South of and parallel with the North line of the said Northeast Quarter of Section 18, a distance of 363.20 feet, to the West line of a tract of land as shown in Plat Book "PP", Page 96, in the Tazewell County Recorder's Office; thence South 00° 19' 27" West, along the said West line of the tract of land shown in Plat Book "PP", Page 96, a distance of 600.00 feet; thence North 89° 40' 33" West, a distance of 366.23 feet, to the said West line of the Northeast Quarter of Section 18; thence North 00° 36' 48" East, along the said West line of the Northeast Quarter, a distance of 600.01 feet, to the Point of Beginning, containing 5.024 acres, more or less; situated in the County of Tazewell and State of Illinois.

Also excepting the following-described real estate:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWEILL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00

DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

Also described as:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 640.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 361.08 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.92 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 345.72 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 44 SECONDS EAST, A DISTANCE OF 745.47 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 704.25 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 736.55 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 12.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

Exhibit B
City-Barry Parcel

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD

Exhibit C
Voorhees-Barry Parcel

PART OF TRACT 3 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2207.03 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 295.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA, & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 295.75 FEET; THENCE NORTH 78 DEGREES 07 MINUTES 15 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 1.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

Exhibit D
Survey

Exhibit E
Title Policy
(Barry Parcels)

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

5245-1800241

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 EXTRACTIONAL 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, Chicago Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 2808 Court St. Pekin, IL 61554 Main Phone: (309)347-1235 Email: tricountycdocs@ctt.com	Chicago Title and Trust Company 2808 Court St. Pekin, IL 61554 Main Phone: (309)347-1235 Main Fax: (309)347-1283

Order Number: 5245-1800241**Property Ref.:** Cruger Rd, Washington, IL 61571**SCHEDULE A**

1. Commitment Date: May 28, 2019
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Barry Vineyards, LLC
Proposed Policy Amount: \$219,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
CITY OF WASHINGTON, a municipal corporation
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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ALTA Commitment for Title Insurance (08/01/2016)



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 02-03-18-200-007 (part of)

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

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Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

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. 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.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. 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.
8. **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. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **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. **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.**
8. **Taxes for the years 2018 & 2019.**

Taxes for the years 2019 are not yet due or payable.

Permanent Tax No.: 02-03-18-200-007

Note: Taxes for the year 2018 are EXEMPT.

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

SCHEDULE B, PART II
EXCEPTIONS
(continued)

9. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Barry Vineyards, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: April 13, 2015
Lessor: City of Washington, Tazewell County, Illinois
Lessee: Washington R/C Flyers Club
Beginning: April 1, 2015 and ending: March 31, 2025

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

SCHEDULE B, PART II
EXCEPTIONS
(continued)

12. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: November 19, 2018
Lessor: City of Washington
Lessee: Northtown Farms, Inc.
Beginning: January 1, 2019 and ending: December 31, 2019

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

13. The acreage indicated in the legal description on Schedule A is solely for the purpose of identifying the Land. The Company does not insure the quantity of the Land.
14. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
15. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
16. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
17. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance (08/01/2016)



COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.

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ALTA Commitment for Title Insurance (08/01/2016)



(continued)

- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.
- 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.
- 9. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option 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>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

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

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ALTA Commitment for Title Insurance (08/01/2016)



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

5245-1900686

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.

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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, Chicago Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

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ALTA Commitment for Title Insurance (08/01/2016)



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 6901 N. Knoxville Ave., Suite 102 Peoria, IL 61614 Main Phone: (309)692-2854 Email: jamie.crawford@ctt.com	Chicago Title and Trust Company 6901 N. Knoxville Ave., Suite 102 Peoria, IL 61614 Main Phone: (309)692-2854 Main Fax: (309)692-4876

Order Number: 5245-1900686**Property Ref.: E Cruger Rd, Washington, IL 61571****SCHEDULE A**

1. Commitment Date: May 17, 2019
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Barry Vineyards, LLC
Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Martin Voorhees and Carol Voorhees, as joint tenants, with the right of survivorship, and not as tenants in common
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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ALTA Commitment for Title Insurance (08/01/2016)



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 02-03-18-100-006 (part of)

PART OF TRACT 3 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2207.03 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 295.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA, & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 295.75 FEET; THENCE NORTH 78 DEGREES 07 MINUTES 15 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 1.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

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Name and Address of Title Insurance Company: Chicago Title Company
6901 N. Knoxville Ave., Suite 102
Peoria, IL 61614

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. 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.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. 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.
8. **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. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
6901 N. Knoxville Ave., Suite 102
Peoria, IL 61614

SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **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. **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.**

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
6901 N. Knoxville Ave., Suite 102
Peoria, IL 61614

SCHEDULE B, PART II
EXCEPTIONS
(continued)

8. Taxes for the years 2018 & 2019.

Taxes for the year 2018 are payable in two installments.

The first installment amounting to \$618.73 is not delinquent before June 3, 2019.

The second installment amounting to \$618.73 is not delinquent before September 3, 2019.

Taxes for the year 2019 are not yet due and payable.

Permanent Tax No.: 02-03-18-100-006

9. A mortgage to secure an indebtedness as shown below

Amount: \$345,000.00
Dated: October 17, 2016
Mortgagor: Martin C. Voorhees (a/k/a Martin Voorhees) and Carol A. Voorhess (a/k/a Carol Voorhees),
husband and wife
Mortgagee: 1st Farm Credit Services, FLCA
Loan No.: 7790383100
Recording Date: October 21, 2016
Recording No: 201600017174

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
6901 N. Knoxville Ave., Suite 102
Peoria, IL 61614

SCHEDULE B, PART II
EXCEPTIONS
(continued)

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Barry Vineyards, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Illinois Bell Telephone Company, its successors and/or assigns
Purpose: Easement
Recording Date: July 29, 1948
Recording No: 254562 Book 358 Page 452

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: General Telephone Company of Illinois, its successors and/or assigns
Purpose: Easement
Recording Date: March 2, 1961
Recording No: 378632 Book 641 Page 641

13. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
6901 N. Knoxville Ave., Suite 102
Peoria, IL 61614

SCHEDULE B, PART II
EXCEPTIONS
(continued)

14. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
15. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
16. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)
17. The acreage indicated in the legal description on Schedule A is solely for the purpose of identifying the Land. The Company does not insure the quantity of the Land.

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance (08/01/2016)



COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.

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ALTA Commitment for Title Insurance (08/01/2016)



(continued)

- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option 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>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

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

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ALTA Commitment for Title Insurance (08/01/2016)



Exhibit F
Title Policy
(City-Voorhees Parcel)

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

5245-1900785

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, Chicago Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

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ALTA Commitment for Title Insurance (08/01/2016)

Page 1

Printed: 05.30.19 @ 02:52 PM
IL-CT-FMDI-01080.225245-SPS-1-19-5245-1900785



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 2808 Court St. Pekin, IL 61554 Main Phone: (309)347-1235 Email: tricountycdocs@ctf.com	Chicago Title and Trust Company 2808 Court St. Pekin, IL 61554 Main Phone: (309)347-1235 Main Fax: (309)347-1283

Order Number: 5245-1900785**Property Ref.:** Cruger Rd, Washington, IL 61571**SCHEDULE A**

1. Commitment Date: May 28, 2019
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Martin Voorhees and Carol Voorhees
Proposed Policy Amount: \$13,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
CITY OF WASHINGTON, a municipal corporation
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 02-03-18-200-007

All that part of the West Half of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the 3rd P.M., lying North of the right-of-way of the T.P. & W. R.R. EXCEPT a part thereof described as follows:

Beginning at a point on the North line of said West Half of the Northeast Quarter, 363 feet East of the Northwest corner of said Northeast Quarter; thence South 620 feet; thence East 352 feet; thence North 620 feet to the North line of said Northeast Quarter; thence West on said North line 352 feet to the point of beginning, Tazewell County, Illinois.

Except the following-described real estate:

A part of the Northeast Quarter of Section 18, Township 26 North, Range 2 West of the Third Principal Meridian, more particularly described as follows:

Commencing at a PK nail found at the Northwest Corner of the said Northeast Quarter of Section 18; thence South 00 degrees 36' 48" West, (an assumed bearing), along the West line of said Northeast Quarter of Section 18, a distance of 40.00 feet, to the Point of Beginning thence South 89 degrees 40' 33" East, along a line 40.00 feet South of and parallel with the North line of the said Northeast Quarter of Section 18, a distance of 363.20 feet, to the West line of a tract of land as shown in Plat Book "PP", Page 96, in the Tazewell County Recorder's Office; thence South 00 degrees 19' 27" West, along the said West line of the tract of land shown in Plat Book "PP", Page 96, a distance of 600.00 feet; thence North 89 degrees 40' 33" West, a distance of 366.23 feet, to the said West line of the Northeast Quarter of Section 18; thence North 00 degrees 36' 48" East, along the said West line of the Northeast Quarter, a distance of 600.01 feet, to the Point of Beginning, containing 5.024 acres, more or less; situated in the County of Tazewell and State of Illinois.

Also excepting the following-described real estate:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWEILL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 709.01 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 631.86 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER

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EXHIBIT "A"
Legal Description

OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 55 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 2238.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE TOLEDO, PEORIA & WESTERN RAILROAD; THENCE SOUTH 78 DEGREES 07 MINUTES 15 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1366.14 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1126.23 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 704.25 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 1376.54 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 50.656 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION USED AS PUBLIC ROAD RIGHT OF WAY ALONG THE NORTH SIDE THEREOF, ALSO BEING SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

Also described as:

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18, THENCE SOUTH 00 DEGREES 54 MINUTES 38 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 640.00 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 361.08 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 8.92 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 345.72 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 44 SECONDS EAST, A DISTANCE OF 745.47 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 51 SECONDS WEST, A DISTANCE OF 704.25 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 54 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 736.55 FEET TO THE POINT OF BEGINNING SAID TRACT CONTAINING 12.000 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

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Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

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. 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.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. 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.
8. **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. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **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. **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.**

8. **Taxes for the years 2018 & 2019.**

Taxes for the years 2019 are not yet due or payable.

Permanent Tax No.: 02-03-18-200-007

Note: Taxes for the year 2018 are EXEMPT.

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Name and Address of Title Insurance Company: Chicago Title Company
2808 Court St.
Pekin, IL 61554

SCHEDULE B, PART II
EXCEPTIONS
(continued)

9. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

10. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: April 13, 2015
Lessor: City of Washington, Tazewell County, Illinois
Lessee: Washington R/C Flyers Club
Beginning: April 1, 2015 and ending: March 31, 2025

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

11. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: November 19, 2018
Lessor: City of Washington
Lessee: Northtown Farms, Inc.
Beginning: January 1, 2019 and ending: December 31, 2019

And all rights thereunder of, and all acts done or suffered thereunder by, said Lessee or by any party claiming by, through or under said Lessee.

12. The acreage indicated in the legal description on Schedule A is solely for the purpose of identifying the Land. The Company does not insure the quantity of the Land.

13. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.

14. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

15. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

16. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance (08/01/2016)



COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.

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ALTA Commitment for Title Insurance (08/01/2016)



(continued)

- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.
- 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.
- 9. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option 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>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

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

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