



File Number: Z211169

## INFORMATIONAL REPORT

1. Title to the estate or interest in the Land is at the date of this Informational Report is vested in: [Ambrosia Land Investments, L.L.C., an Illinois limited liability company](#)
2. The estate or interest in the Land described or referred to in this Informational Report is [Fee Simple](#).
3. The report reflects a title search of the public records thru the Search Date of: [July 21, 2021](#).

By 

The legal description of the land searched is:

A tract of land being part of the west half of the Northwest Quarter of Section 29, Township 1 North, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows:

Commencing at the northwest corner of said Section 29; thence South 00 degrees 51 minutes 01 seconds East, along the west line of the Northwest Quarter of Section 29, a distance of 1346.49 feet to an iron pin set at the northwest corner of a tract conveyed to Ambrosia Land Investments, LLC by a deed recorded as Document No. A01944340 in the St. Clair County records, thence South 89 degrees 02 minutes 53 seconds East, along the north line of said tract, a distance of 926.23 feet to a set iron pin, said point being the Point of Beginning of the tract described herein; thence South 00 degrees 44 minutes 17 seconds East, 1324.63 feet to an iron pin set on the south line of the

Northwest Quarter of said Section 29; thence South 89 degrees 09 minutes 05 seconds East, along said south line, 345.10 feet to its intersection with the west right of way line of Illinois Route 4; thence North 00 degrees 44 minutes 17 seconds West, along said west right of way line, 1324.01 feet to its intersection with the north line of the aforementioned tract described in Document No. A01944340; thence North 89 degrees 02 minutes 53 seconds West, along said north line, 345.12 feet to the Point of Beginning.

**Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.**

Situated in St. Clair County, Illinois.

PIN: 10-29-0-100-008 (New #)



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## EXPECTED REQUIREMENTS

Based on the results of this Informational Report, if a policy of title insurance were to be ordered as of the Search Date, the following requirements would need to be met, in order to issue a policy of title insurance:

1. Any proposed Insured must notify the company in writing of the name of any party not referred to in this Informational Report who will obtain an interest in the Land or who would make a loan on the land. Our Company would 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 any policy to the company.
4. Documents satisfactory to our company that convey title or create any mortgage to be insured, or both, would have to be properly authorized, executed, delivered, and recorded in the public records.
5. Our company would need be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements might become necessary.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, our company would not able to close or insure any transaction involving land that is associated with these activities.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow.
8. 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.
9. Any 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) would be revised and premiums charged consistent therewith when any final amounts were approved.
10. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Community Title Shiloh, LLC, we require all monies due from the purchase or the loan to be in the form of a wire transfer. We are required by law not to disburse funds until such "Good Funds" have been deposited, finally settled and credited to our escrow account. Wire transfers qualify as "Good Funds" immediately upon receipt.
11. CONSTRUCTION NOTIFICATION: If any portion of the loan secured by the Mortgage to be insured hereunder, is used for any type of New Construction, including Rehab Construction or Remodeling, this company must be notified in writing before closing. Failure to do so will invalidate any mechanics lien coverage given in the policy. If the company is notified that any portion of the loan proceeds are being used for New Construction, Rehab Construction or Remodeling, the company hereby reserves the right to add additional requirements to this commitment.



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## EXPECTED EXCEPTIONS

Based on the results of this Informational Report, if a policy of title insurance were to be ordered as of the Search Date, the following exceptions would be expected to appear on any policy of title insurance:

### 1. STANDARD EXCEPTIONS

- (a) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of any proposed policy but prior to the date any proposed insured acquired for value of record the estate or interest or mortgage thereon covered by any proposed commitment/policy.
- (b) Rights or claims of parties in possession not shown by the public records.
- (c) Easements, or claims of easements, not shown by the public record.
- (d) 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.
- (e) 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.
- (f) Taxes which are not shown as existing liens by the public records.
- (g) Bankruptcies or any other court filings not reflected in a search of the county public records.
- (i) Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.

2. **ARBITRATION** The final 2016 ALTA Policy would contain an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute would be required to be arbitrated at the option of either the underwriter or the insured and would be the exclusive remedy available to the parties. A copy of the arbitration rules can be viewed at <http://www.alta.org>.

3. **Taxes for the year 2021 and thereafter are a lien. Taxes for the year 2020 are assessed in the amount of \$1,939.04 and are now paid. The current tax information reflects no exemption. (10-29-0-100-006 caption and more) PERMANENT PARCEL NUMBERS ARE PROVIDED FOR INFORMATION ONLY. WE NEITHER GUARANTEE NOR INSURE THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND SHOULD INDEPENDENTLY VERIFY TAX PARCEL NUMBERS AND THE STATUS THEREOF.**

4. Special Assessments, Subdivision Assessments, and Homeowner's Association dues which are not shown as existing liens by the public records.
5. Ordinance No. 21-11 Approving the Final Plat of Surveys for Ambrosia Land Investments, LLC recorded April 23, 2021 in Document A02697101.
6. Survey Plat recorded June 23, 2021 in Document A02705212.
7. Reciprocal Easement Agreement between Ambrosia Land Investments, LLC, an Illinois limited liability company and Arlene Marjorie Glaeser, as Trustee of the Arlene Marjorie Glaeser Trust dated 11/23/94, Scott Glaeser and Bradley Glaeser recorded July 28, 2020 in Document A02659584.

8. Easement Agreement between Ambrosia Land Investments LLC, an Illinois limited liability company and The City of Mascoutah, Illinois recorded June 3, 2020 in Document A02653049.
9. Deed of Easement and Right of Way for Utilities in favor of the City of Mascoutah, Illinois recorded June 10, 2009 in Document A02164602.
10. Attention is directed to ordinances and regulations relating to connections, charges, liens for use of any public sewerage, water or other utility system serving the land referred to herein. We call attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.

### **LIMITATION OF LIABILITY**

This Informational Report is given for informational purposes only, is not a guarantee or opinion of title, and does not insure any party. This report is limited in scope and is not an abstract of title, title opinion, preliminary title report, title report, commitment to issue title insurance, or a title policy, and should not be relied upon as such. In providing this report, the Company is not acting as an abstractor of title. This report does not provide or offer any title insurance, liability coverage or errors and omissions coverage. This report is not to be relied upon as a representation of the status of title to the property and does not make a determination as to whether there may be a break in the chain of title.

If you do not wish to limit liability as stated herein and you desire that additional liability be assumed by the Company, you may request and purchase a policy of title insurance, a binder, or a commitment to issue a policy of title insurance. You therefore agree, as part of the consideration for the issuance of this report and to the fullest extent permitted by law, to limit the liability of the Company, its licensors, agents, service providers, subsidiaries, affiliates, employees, and subcontractors, for any and all claims, liabilities, causes of action, losses, costs, damages and expenses of any nature whatsoever, including attorney's fees, however alleged or arising including but not limited to those arising from breach of contract, negligence, the Company's own fault and/or negligence, errors, omissions, strict liability, breach of warranty, equity, the common law, statute, or any other theory of recovery or from any person's use, misuse, or inability to use the report, so that the total aggregate liability of the Company, its employees, agents and subcontractors shall not exceed the Company's total fee for this report.