Image# 0001665500014 Type: WARREASE
Recorded: 04/20/2010 at 11:37:38 AM
Receipt#: 2010-00001138
Total Amt: $72.00 Page 1 of 14
IL Rental Housing Fund: $10.00
Clark County, IL
Wm. C. Downey Clerk/Recorder
File# 2010-00000867
BK 290 PG 203-216

Return to:
Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560
CRE-09CK-144720 (3/3)

U.S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service

NRCS-LTP-20
Rev. 08-2005

Emergency Watershed Protection Program – Floodplain Easement Warranty Easement Deed

AGREEMENT NO. 75-5A12-09-00PMY

THIS WARRANTY EASEMENT DEED is made by and between **CAROLYN S. ROBINSON, a widow, of 13577 North 2000th Street, Marshall, Illinois 62441; STEPHEN ROBINSON, married to LESLEY ANN ROBINSON, of 5617 Illinois Hwy. 1, Paris, Illinois 61944; and, GREGORY T. ROBINSON, married to AIMEE SUSAN JANSSEN-ROBINSON, of 12704 North St. Hwy 1, Marshall, Illinois 62441**, (hereafter referred to as the "Landowners"), Grantors, and the **UNITED STATES OF AMERICA**, by and through the Natural Resources Conservation Service (hereafter referred to as the "United States"), Grantee. The Landowners and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Consideration, Acreage Description checked VSB

Reservation, Exception, Easement checked VSB

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain and enhance the functional values of floodplains, wetlands, riparian areas, and other lands; and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values and environmental education; and to safeguard lives and property from floods, drought and the products of erosion. It is the intent of the United States to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by 16 U.S.C. 2203, as amended, and 7 U.S.C. 428a.

NOW THEREFORE, for and in consideration of the sum of **FIVE HUNDRED SEVENTY SIX THOUSAND and NO/00 DOLLARS, ($576,000.00)**, the Grantor hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in **180 acres, more or less,** in **Clark County, Illinois,** and appurtenant rights of access to the easement area, but reserving the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute an interest in real property and a servitude upon the land so encumbered, shall run with the land **in perpetuity,** and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

Subject to a Permanent Water Main Easement dated June 9, 2008 and recorded June 13, 2008 in Book 28, Page 434, made by Carolyn S. Robinson to Clark-Edgar Rural Water District recorded in Clark County Recorder's Office.

Under date of March 2, 2010, Ivan Dozier, Assistant State Conservationist for Programs, Natural Resources Conservation Service, USDA, concurred with Jason Conner, District Conservationist, Natural Resources Conservation Service, USDA, as noted in his Certificate of Use & Consent, that the water main easement is locus to the easement area and is acceptable as it will not affect said acquisition of the FPE easement nor will our acquisition affect the rights held in the water main easement.

PART I. **Description of the Easement Area.** The lands encumbered by this easement deed, referred to hereafter as the easement area, are described in EXHIBIT A and depicted generally in EXHIBIT A-1, both of which are appended to and made a part of this warranty easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B, which is appended to and made a part of this warranty easement deed.

PART II. **Reservations in the Landowner on the Easement Area.** Subject to the rights, title and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. **Title.** Record title, along with the Landowner's right to convey, transfer and otherwise alienate title to these reserved rights.

B. **Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.

C. **Control of Access.** The right to prevent trespass and control access by the general public subject to the operation of State and Federal Law.

D. **Recreational Uses.** The right to undeveloped recreational uses, including hunting and fishing and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. **Subsurface Resources.** The right to oil, gas, minerals and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area.

PART III. **Obligations of the Landowner.** The Landowner shall comply with all terms and conditions of this easement, including the following:

A. **Prohibitions.** Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:

1. Haying, mowing or seed harvesting for any reason;
2. Altering of grassland, woodland, wildlife habitat, or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. Dumping refuse, wastes, sewage or other debris;
4. Harvesting wood products;
5. Draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. Diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means;
7. Building or placing buildings or structures on the easement area;
8. Planting or harvesting any crop;
9. Grazing or allowing livestock on the easement area;
10. Disturbing or interfering with the nesting or brood-rearing activities of migratory birds; and,

11. Receiving any disaster assistance from the Secretary of Agriculture.

B. **Noxious Plants and Pests.** The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the United States prior to implementation by the Landowner.

C. **Fences.** Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. **Taxes.** The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. **Reporting.** The Landowner shall report to the United States any conditions or events which may adversely affect the wetland, wildlife and other natural values of the easement area.

PART IV. **Allowance of Compatible Uses by the Landowner.**

A. **General.** The United States may authorize, in writing and subject to such terms and conditions the United States may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. **Limitations.** Compatible use authorizations will only be made if, upon a determination by the United States, in the exercise of its discretion and rights, that the proposed use is consistent with the long term protection and enhancement of the floodplain, riparian, wetland, and other natural values of the easement area. The United States shall prescribe in writing, the amount, method, timing, intensity and duration of the compatible use.

PART V. **Rights of the United States.** The rights of the United States include:

A. **Management Activities.** The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost-share basis with the Landowner or other entity, any activities (including removal of levees or other hydrologic alteration) to restore, protect, manage, maintain, enhance, and monitor the floodplain and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in **Exhibit B.**

C. **Easement Management.** The United States may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the United States determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or Federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement.

D. **Violations and Remedies - Enforcement.** The Parties, Successors and Assigns agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto and that the rights, title interest and prohibitions created by this easement constitute things of value to the United States. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to floodplain or other natural values; and,

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. **General Provisions.**

A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. **Rules of Construction and Special Provisions.** All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the floodplain, wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this

easement shall be unaffected by any subsequent amendments or repeal of the Emergency Watersheds Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 26 day of March, 2010.

Landowners:

Carolyn S. Robinson

CAROLYN S. ROBINSON

EXEMPT UNDER PROVISIONS OF
PARAGRAPH B SECTION 4
REAL ESTATE TRANSFER TAX ACT
4/15/10
DATE BUYER, SELLER OR REPRESENTATIVE

The Grantor, Stephen Robinson, hereby certifies that this property is not a homestead for himself or his spouse.

Stephen Robinson

STEPHEN ROBINSON

Mail tax bills to:
Carolyn S. Robinson
13577 N 2000th St
Marshall IL 62441

The Grantor, Gregory T. Robinson, hereby certifies that this property is not a homestead for himself or his spouse.

Gregory T. Robinson

GREGORY T. ROBINSON

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss [redacted]
COUNTY OF Edgar)

On this 26 day of March 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **Carolyn S. Robinson, a widow,** known or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my had and official seal the day and year first above written.

Joann Bayler

NOTARY PUBLIC
My commission expires: 2/28/14

[NOTARIAL SEAL]

STATE OF Illinois)
) ss [redacted]
COUNTY OF Edgar)

On this 26 day of March 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **Stephen Robinson, married to Lesley Ann Robinson,** known or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my had and official seal the day and year first above written.

Joann Bayler

NOTARY PUBLIC
My commission expires: 2/28/14

[NOTARIAL SEAL]

STATE OF Illinois)
) ss 337 GE 2856
COUNTY OF Edgar)

On this 26 day of March, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **Gregory T. Robinson, married to Aimee Susan Jansen-Robinson,** known or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my had and official seal the day and year first above written.

Joann Bayler
NOTARY PUBLIC

[NOTARIAL SEAL]

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
JOANN BAYLER
MY COMMISSION EXPIRES
FEBRUARY 28, 2014

Commission expires
2/28/14

ACCEPTANCE BY GRANTEE:

I, (Name) Paula Hingson (Title) Acting Assistant State Cons, being the duly authorized representative of the Natural Resources Conservation Service, U.S. Department of Agriculture, do hereby accept this Warranty Easement Deed on behalf of the United States of America, Grantee.

Date: 3-30-2010

Paula Hingson Acting for Ivan Dozier
Name

~~Acting for~~ Assistant State Conservationist
Title

ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Champaign)

On this 30th day of March, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paula Hingson, known or proved to me to be the person described in and who executed the foregoing Acceptance by Grantee, and acknowledged that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
KRISTI J. EINCK
MY COMMISSION EXPIRES
JULY 31, 2010

[NOTARIAL SEAL]

Kristi J. Einck
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:
MICHAEL J. DANAHER, ASSOCIATE REGIONAL ATTORNEY
OFFICE OF THE GENERAL COUNSEL, U.S. DEPARTMENT OF AGRICULTURE
626 EAST WISCONSIN AVENUE, SUITE 601
MILWAUKEE, WISCONSIN 53202

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EMERGENCY WATERSHED PROTECTION PROGRAM FLOODPLAIN EASEMENT (EWPP-FPE) AREA

CAROLYN S. ROBINSON, ETAL

#75-5A12-09-00PMY

CLARK COUNTY, ILLINOIS

EASEMENT DESCRIPTION

A part of the South Half of Section 22; A part of the Northeast Quarter and a part of the East Half of the Southeast Quarter of Section 27, all in Township 11 North, Range 11 West of the 2nd P.M., more particularly described as follows:

Commencing at found 5/8" pin with cap L.S. No. 2845 at the East Quarter corner of said Section 22; thence South 88 degrees 32 minutes 44 seconds West, 1,317.08 feet to the Southeast corner of the West half of the Northeast Quarter of said Section 22 and Point of Beginning; thence South 11 degrees 06 minutes 03 seconds East, 4,450.31 feet to the centerline of an existing ditch; thence Southwesterly along the centerline of said existing ditch on the following 7 (Seven) courses: South 69 degrees 16 minutes 28 seconds West, 132.44 feet; thence South 10 degrees 19 minutes 12 seconds West, 208.58 feet; thence South 28 degrees 40 minutes 10 seconds West, 216.69 feet; thence South 17 degrees 41 minutes 27 seconds West, 253.91 feet; thence South 15 degrees 26 minutes 57 seconds West, 199.06 feet; thence South 7 degrees 59 minutes 42 seconds West, 254.19 feet; thence South 62 degrees 39 minutes 07 seconds West, 79.49 feet to the centerline of Big Creek; thence Northwesterly along the centerline of Big Creek on the following 16 (Sixteen) courses: North 18 degrees 38 minutes 50 seconds West, 313.23 feet; thence North 22 degrees 14 minutes 47 seconds West, 198.35 feet; thence North 40 degrees 22 minutes 57 seconds West, 278.51 feet; thence North 40 degrees 42 minutes 38 seconds West, 573.13 feet; thence North 48 degrees 31 minutes 34 seconds West, 535.90 feet; thence North 18 degrees 39 minutes 01 second West, 490.57 feet; thence North 34 degrees 57 minutes 37 seconds West, 399.13 feet; thence North 14 degrees 57 minutes 14 seconds West, 175.29 feet; thence North 7 degrees 38 minutes 32 seconds East, 511.83 feet; thence North 20 degrees 11 minutes 29 seconds West, 386.56 feet; thence North 12 degrees 14 minutes 19 seconds West, 529.80 feet; thence North 1 degree 58 minutes 08 seconds West, 384.00 feet; thence North 2 degrees 22 minutes 36 seconds West, 489.35 feet; thence North 18 degrees 35 minutes 22 seconds West, 284.58 feet; thence North 38 degrees 48 minutes 33 seconds West, 361.33 feet;

EXHIBIT A

thence North 3 degrees 29 minutes 58 seconds West, 232.28 feet to the North line of the South half of said Section 22; thence North 88 degrees 32 minutes 44 seconds East, 1749.42 feet to the Point of Beginning, containing 7,840,803 square feet (180.00 acres), more or less. Situated in the County of Clark and State of Illinois.

EXHIBIT A

Page 2 of 2

EMERGENCY WATERSHED PROTECTION PROGRAM
FLOODPLAIN EASEMENT (EWPP-FPE)

CAROLYN S. ROBINSON, ETAL

#75-5A12-09-00PMY

CLARK COUNTY, ILLINOIS

ACCESS DESCRIPTION

A part of the Northeast Quarter of Section 27, Township 11 North, Range 11 West of the 2nd P.M., more particularly described as follows:

Commencing at found 5/8" pin with cap L.S. No. 2845 at the East Quarter corner of said Section 22; thence South 88 degrees 32 minutes 44 seconds West, 1,317.08 feet to the Southeast corner of the West half of the Northeast Quarter of said Section 22 thence South 11 degrees 06 minutes 03 seconds East, 4,400.50 feet to the Point of Beginning; thence North 79 degrees 03 minutes 23 seconds East, 62.70 feet to the centerline of Livingston Road; thence South 10 degrees 56 minutes 37 seconds East along said centerline, 20.00 feet; thence South 79 degrees 03 minutes 23 seconds West, 62.65 feet; thence North 11 degrees 06 minutes 03 seconds West, 20.00 feet to the Point of Beginning, containing 0.03 Acre, more or less. Situated in the County of Clark and State of Illinois.

pt of: 13-09-22-00-400-001
pt of 13-09-27-00-200-001

EXHIBIT B

State of Illinois
County of Clark } SS

I, Carrie A. Downey, County Clerk and Recorder in and for said County, in the State aforesaid, do hereby certify that I am keeper of the records, files and seal of said County and by law required to keep and maintain said records in the performance of my official duties as Clerk and Recorder, and that the foregoing is true, perfect, and complete copy as the same appears from the records and files now in this office remaining. ***In Testimony Whereof,*** I have hereunto set my hand and affixed the seal of office, at my office in Marshall, this 27th day of February, 20 13.

Carrie A Downey
Carrie A. Downey, County Clerk/Recorder

STPL 1.18