

**BEFORE THE ILLINOIS COMMERCE COMMISSION
STATE OF ILLINOIS**

**AMEREN TRANSMISSION)
COMPANY OF ILLINOIS)**

**Petition for a Certificate of Public)
Convenience and Necessity, pursuant)
To Section 8-406.1 of the Illinois Public)
Utilities Act, and an Order pursuant to)
Section 8-503 of the Public Utilities Act,)
To Construct, Operate and Maintain a)
New High Voltage Electric Service Line)
And Related Facilities in the Counties)
of Adams, Brown, Cass, Champaign,)
Christian, Clark, Coles, Edgar, Fulton,)
Macon, Montgomery, Morgan, Moultrie)
Pike, Sangamon, Schuyler, Scott, and)
Shelby, Illinois)**

Docket No. 12-0598

DIRECT TESTIMONY OF JEFF WALK

TNC EXHIBIT 2.4

REC'D DIST. 6
JUL 18 2005
STUDIES & PLANS

STATE OF ILLINOIS NO. 05-795
COUNTY OF BROWN
Filed for record on July 13 2005
at 10 o'clock 12 0 min. A.M.
BOOK 483 PAGE 61
John J. Woodworth, Recorder

Declaration of Covenants and Restrictions
For the
Brown County Wetland Mitigation Bank

The Illinois Department of Transportation, hereinafter referred to as "IDOT", is the owner of the property set forth in Attachment # 1 and by this reference incorporated herein. All of this property shall hereinafter collectively be referred to as the Brown County Wetland Bank (hereinafter referred to as "Bank Property"). These restrictions shall run with the land and shall be binding on successors and assigns and all parties claiming under them. These restrictions may not be altered in any way, except with express written approval from IDOT and the Mitigation Bank Review Team (hereinafter referred to as "MBRT") consisting of the following Agencies: the Army Corps of Engineers – Rock Island District (hereinafter referred to as "ACOERI"), the Army Corp of Engineers – St. Louis (hereinafter referred to as "ACOESL"), the Illinois Department of Natural Resources (hereinafter referred to as "IDNR"), the U.S. Fish & Wildlife Service (hereinafter referred to as "US FSW"), the U.S. Environmental Protection Agency (hereinafter referred to as "USEPA"). A Wetland Banking Instrument, (hereinafter referred to as "Instrument") a copy of which is attached to this Declaration as Attachment # 2 and by this reference is incorporated herein, was prepared by IDOT and approved by the MBRT on October 21, 2004.

COVENANTS AND RESTRICTIONS

IDOT hereby makes the following covenants and creates the following restrictions on the Bank Property:

1. The Instrument shall be implemented under the authority of and subject to the restrictions contained in the permit dated October 21, 2004, from the USACOE Rock Island District, hereinafter referred to as "Permit", a copy of which is attached to this Declaration as Attachment # 3, and by this reference incorporated herein.
2. TOPOGRAPHY. There shall be no dredging, filling, excavating, mining, drilling, or removal of any topsoil, sand, gravel, rock, minerals, or other materials unless in accordance with the mitigation measures set forth in the Instrument and Permit. There shall be no plowing, discing, or any other activity that would alter the topography of the converted and existing wetland areas except for the express purpose of enhancing or restoring the Bank Property consistent with the Instrument and Permit.

3. DUMPING/DISPOSAL. There shall be no dumping of trash, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic waste.
4. AGRICULTURAL USES. Once land is converted to wetland, there shall be no plowing, tilling, cultivating, planting, grazing, or keeping of cattle, sheep, horses, or other livestock unless in accordance with the mitigation measures set forth in the Instrument and Permit.
5. USES. There shall be no commercial or industrial activity undertaken or allowed.
6. BUILDINGS AND STRUCTURES. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures built or placed in areas designated as wetlands or upland buffers once converted.
7. NOXIOUS WEEDS. IDOT is responsible for compliance with all federal, state, and local laws governing the control of noxious weeds within the wetland area.
8. There shall be no operation of any recreational motorized vehicles or equipment such as all-terrain vehicles, four-wheelers, motorcycles, snowmobiles, dune buggies, etc. within the Bank Property except as authorized to carry out maintenance and development activities.
9. VEGETATION. Except in conjunction with the authorized uses set forth in Paragraph 7 above, there shall be no removal, cutting, mowing, or alteration of any vegetation or change in the natural habitat in any manner unless in accordance with the mitigation measures set forth in the Instrument and Permit.
10. There shall be no utility lines placed overhead or within the Bank Property including but not limiting to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines and easements may remain but any maintenance work requiring intrusion into the Bank Property shall require prior authorization by IDOT.
11. The above covenant shall continue in perpetuity unless permission for a change is granted or waived by the MBRT.

RESERVED RIGHTS

This Declaration of Covenants and Restrictions does not authorize entry upon or use of the Bank Property bank by the general public.

IDOT and their invitees may fish in the Bank Property so long as they comply with the federal, state, and local fishery regulations.

Nothing herein shall be construed as limiting the right of IDOT to sell, give or otherwise convey the Bank Property or any portion or portions thereof, provided that the conveyance is subject to the terms of this Declaration of Covenants and Restrictions.

GENERAL PROVISIONS

This Declaration of Covenants and Restrictions shall run with and burden the Bank Property in perpetuity.

IDOT agrees that the terms, conditions, covenants, and restrictions set forth in this Declaration will be inserted in any subsequent conveyance of any interest in said property.

IDOT may assign or transfer this Declaration of Covenants and Restrictions and the rights and obligations contained herein to any federal or state agency or private conservation organization for management and enforcement.

IDOT shall register the existence of this Declaration of Covenants and Restrictions with Brown County or other appropriate office charged with the responsibility for maintaining records of title to or interest in real property.

62.

LEGAL DESCRIPTION

That part of the following described tracts situated in Brown County, Illinois; the Northeast Quarter of Section 16; the Northwest Quarter of Section 16 and the Northeast Quarter of Section 17; the Southeast Quarter of Section 16, the West Half of the Southwest Quarter of Section 16, the Southeast Quarter of Section 17, the Southeast Quarter of Section 20, the Northwest Quarter of Section 21, the Northeast Quarter of the Northeast Quarter of Section 21, and the Northwest Quarter of the Southwest Quarter of Section 21, the East One-Half of the Southwest Quarter of Section 16; the Northwest Quarter of the Northeast Quarter and the Fractional South Half of the Northeast Quarter of Section 21, the Northeast Quarter (NE1/4) of Section Twenty (20), the Southwest Quarter (SW1/4) of Section Seventeen (17); and all that part of the fractional Northwest Quarter (NW1/4) of Section Seventeen (17), which lies in Brown County, Illinois; that part of the North Half of Section Twenty (20) West of the Beardstown and Cooperstown Wagon Road, and North of La Grange and Rushville Wagon Road; and a tract of land containing one and a half acres, more or less, in the Northeast Corner of the Northeast Quarter (NE1/4) of Section Nineteen (19) described as: Beginning at the Northeast Corner of said Quarter Section and running from thence South thirteen (13) rods, thence West eighteen (18) rods, thence North thirteen (13) rods, thence East eighteen (18) rods, to the place of beginning, and all that part of Section 9 lying south of the La Moine River, all in Township One (1) South, Range One (1) West of the Fourth Principal Meridian, in Brown County, State of Illinois.