Ameren Transmission Company of Illinois
Response to Stop the Power Lines Data Requests
Docket Nos. 12-0598
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 Various Counties in the State of Illinois.
Data Request Response Date: 3/28/2013

STPL 4.01

Attached as Exhibit A is a certified copy of an Emergency Watershed Protection Program-Floodplain Easement Warranty Easement Deed ("EWPP Floodplain Easement" or "Easement") applicable to property with the following legal 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; 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.

Is the property subject to the EWPP Floodplain Easement on the Primary Route for that part of the proposed transmission line extending from the Kansas substation to the Indiana state line?

RESPONSE

Prepared By: Donell Murphy
Title: Partner, Environmental Resources Management
Phone Number: 847-258-8912

ATXI's proposed Primary Route extends west to east along the mid-section line of Section 27, Township 11 North, Range 11 West. The portion of the property as described above in Section 27 is located along the Primary Route in this area.

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Data Request Response Date: 3/28/2013

STPL 4.02

Does ATXI agree that the proposed use of the property subject to the EWPP Floodplain Easement for construction of the Proposed Transmission Line is inconsistent with the Prohibitions specified in Part III.A. of the EWPP Floodplain Easement? If ATXI's answer is anything other than an unqualified yes, please explain how ATXI plans to construct a transmission line without digging or destroying vegetative cover in violation of Subpart III.A.2. of the EWPP Floodplain Easement and building structures in the easement area in violation of Subpart III.A.7 of the Easement.

RESPONSE

ATXI objects to this question as calling for a legal interpretation and conclusion. ATXI further objects as the date request is argumentative and not the proper subject of discovery.

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Data Request Response Date: 3/28/2013

STPL 4.03

Does ATXI contend that it has the ability to acquire an easement on the land that is subject to the EWPP Floodplain Easement that is superior to the Easement or otherwise extinguishes the Easement? If ATXI's answer is anything other than an unqualified no, please explain your answer in light of the provisions of the Easement itself and 7 C.F.R. §624.10, which is the applicable federal regulation governing floodplain easements acquired by United States, acting by and through the Natural Resources Conservation Service ("NRCS").

RESPONSE

ATXI objects to this request as calling for a legal conclusion. ATXI further objects that the data request is argumentative and not the proper subject of discovery.

Ameren Transmission Company of Illinois
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Data Request Response Date: 3/28/2013

STPL 4.04

If ATXI is unable to acquire an easement on the land lying within the EWPP Floodplain Easement that is superior to the Easement, or to extinguish the Easement, can ATXI build its Proposed Transmission Line on the Primary Route between the Kansas substation and the Indiana State line? Please explain your answer.

RESPONSE

Prepared By: Donell Murphy
Title: Partner, Environmental Resources Management
Phone Number: 847-258-8912

Assuming ATXI was unable to acquire an easement on the land lying within the EWPP Floodplain Easement, yes. See STPL 4.04 Attach for a map of the modified route which will allow ATXI to build its Proposed Transmission Line on the Primary Route between the Kansas substation and the Indiana State Line.

Exhibit 2

Ameren
TRANSMISSION
Illinois Rivers Project
USDA - NRCS
Emergency Watershed Protection
Floodplain Easement
Legend
Primary Route
Alternate Route
Segment Option
Emergency Watershed Protection Floodplain Easement
Adjusted Primary Alignment
Adjusted Primary Alignment 150ft ROW
Adjusted Primary Alignment Angle
Project Study Area
ATXI Notified Landowners
Municipal Boundary
Township Boundary
Section Boundary
Existing Transmission Line
345,000 (V)
161,000 (V)
138,000 (V)
Existing Distribution Line
69,000 (V)
CLARK CO
27
1:4,500
Feet
Iowa
Missouri
Indiana
DATE: 03/15/13
DRAWN BY:SJBLITZSTEIN

Ameren Transmission Company of Illinois
Response to Stop the Power Lines Data Requests
Docket Nos. 12-0598
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 Various Counties in the State of Illinois.
Data Request Response Date: 3/28/2013

STPL 4.05

Has ATXI had any communication with anyone at the NRCS, or anyone acting on behalf of the NRCS, concerning the acquisition of an easement on the land subject to the EWPP Floodplain Easement or the aquisition or extinguishment of the Easement? If your answer is yes, please:

a) State whether the communication was oral or in writing;
b) State when, where and at what time each such communication occurred;
c) Identify all participants to each such communication; and
d) Produce copies of all documents reflecting, referring or relating to each such communication.

RESPONSE

Prepared By: Donell Murphy
Title: Partner, Environmental Resources Management
Phone Number: 847-258-8912

See STPL 4.05 Attach 1 and 2 for copies of an email and letter correspondence ATXI received from the NRCS regarding the location and other information associated with the EWPP easement.

Doni Murphy

From: Doni Murphy
Sent: Friday, January 18, 2013 2:50 PM
To: Doni Murphy
Subject: FW: Illinois Rivers Transmission Line

From: Morris, Leigh E
Sent: Monday, November 26, 2012 2:04 PM
To: 'Hiatt, Dave - NRCS, Martinsville, IL'
Subject: RE: Illinois Rivers Transmission Line

Hello Dave,

I apologize for the delay in getting back to you. This has been an especially hectic time for us.

Regarding your request, we cannot provide a GIS layer. This has been a standing policy and after careful consideration, we must reaffirm it. I would note that in addition to the amount of data, some of it is subject to licensing agreements or confidentiality agreements.

I regret that I cannot be of further assistance at this time.

--Leigh

From: Hiatt, Dave - NRCS, Martinsville, IL [mailto:Dave.Hiatt@il.usda.gov]
Sent: Monday, November 19, 2012 9:39 AM
To: Morris, Leigh E
Subject: RE: Illinois Rivers Transmission Line

Leigh,

Have you or your appropriate team members been able to come up with a GIS layer of the proposed power line alignment? It would be very beneficial to make a conclusive determination of the impacts to any NRCS conservation easement. As it stands we CANNOT allow the two identified easements to be impacts by the PRIMARY proposed route.

Thanks, Dave

From: Morris, Leigh E [mailto:LMorris@ameren.com]
Sent: Wednesday, October 17, 2012 1:25 PM
To: Hiatt, Dave - NRCS, Martinsville, IL
Subject: RE: Illinois Rivers Transmission Line

Hello,

Thank you for this information. I have shared this with the appropriate members of our team.

--Leigh

From: Hiatt, Dave - NRCS, Martinsville, IL [mailto:Dave.Hiatt@il.usda.gov]
Sent: Wednesday, October 17, 2012 1:20 PM
To: Morris, Leigh E
Subject: Illinois Rivers Transmission Line

Leigh,

Thanks for providing Jill Keeton with the information at the Bluff's public meeting last week. We have preliminarily identified two United State Department of Agriculture – Natural Resources Conservation Service conservation easements that will be directly impacted by the ***PRIMARY*** route of the line. They are identified by red polygons on the attached maps.

1. Wetlands Reserve Program easement located in Brown County and currently owned by The Nature Conservancy.
2. Emergency Watershed Protection – Floodplain Easement located in Clark County and currently owned by Carolyn Robinson. (also note two other conservation easements are located within the study area)

These easements must be avoided. There is very little to no authority for the NRCS to modify the terms of these conservation easements. The rights acquired under these conservation easements are quite inclusive and will be superior to any rights Ameren might obtain for an over head power line right-of-way. Our national office in Washington DC will be notified of the potential impacts. Typically they coordinate with the Federal Energy Regulatory Commission, as well as the Department of Energy and/or Department of State. The national office will also coordinate with our Office of General Counsel.

I do not see any impacts to any of our conservation easements along the ***ALTERNATE*** route. This is just my initial cursory review of the maps provided. A more detailed GIS layer of the transmission routes will allow to us to make a more thorough review.

If you have any questions feel free to call me, thanks!

Dave Hiatt - WRP Biologist
1001 N. York St.
Martinsville, IL 62442
217 382-4123, Ext. 3
Cell 217 836-6705

"Helping People, Help the Land"

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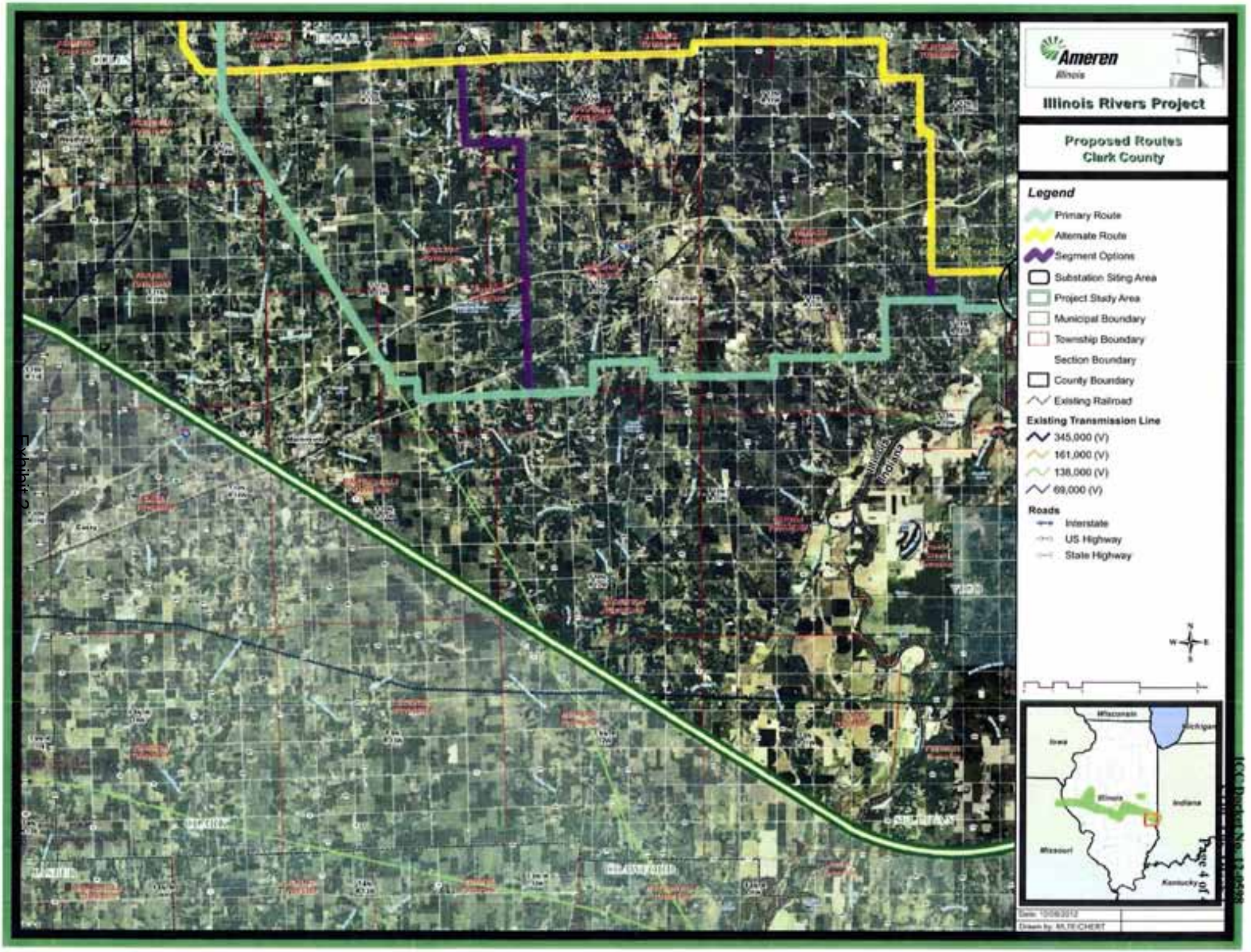


Exhibit 2

Page 4 of

ICC Docket No. 12-0598

NRCS
Natural Resources Conservation Service
2118 W. Park Court
Champaign, IL 61821-2986
(217) 353-6600

www.il.nrcs.usda.gov

CERTIFIED MAIL - RETURN RECIEPT REQUESTED

February 27, 2013

Ameren Transmission Company of Illinois
Ameren Corporate Headquarters
Attn: Edward C. Fitzhenry, Ameren Services Company
One Ameren Plaza
1901 Chouteau Ave.
St. Louis, MO 63166

To Whom It May Concern:

The United States Department of Agriculture – Natural Resources Conservation Service (USDA-NRCS) has identified two conservation easements that would be directly impacted by the **PRIMARY** route of Ameren Transmission Company of Illinois' proposed Illinois Rivers Transmission project. The proposal is to construct a 345,000-volt transmission from Palmyra, Missouri, to Sugar Creek, Indiana, including an approximately 41-mile line between Meredosia and Ipava and an isolated approximately 28-mile long line linking the Rising and Sidney substations in the Champaign area.

Specifically, the USDA-NRCS has identified a Wetlands Reserve Program (WRP) easement in Brown County, Illinois that would be bisected on the western edge of the WRP easement by the primary route. This WRP easement property is currently owned by The Nature Conservancy.

An Emergency Watershed Protection Program – Floodplain Easement (EWPP-FPE) located in eastern Clark County has also been identified as being directly impacted by the proposed primary route. This EWPP-FPE easement property is privately owned. It is also important to note that immediately north and south of this EWPP-FPE easement are two other EWPP-FPE conservation easements that would be considered in your study area. (Copies of the recorded Warranty Easement Deeds to the United States are included.) As the two recorded easement deeds show, the WRP easement located in Brown County and the EWPP-FPE easement located in Clark County were acquired by USDA-NRCS pursuant to laws enacted by Congress.

USDA-NRCS policy regarding infrastructure projects clearly states it is the project proponent's responsibility to prove to USDA-NRCS that impacts to the WRP conservation easement cannot be avoided. The authority to modify a WRP easement is very limited. EWPP-FPE easements must be avoided as USDA-NRCS has no authority under this program to modify the terms of the conservation easement. NRCS asserts that the rights the USDA acquired under these two easements programs are superior to rights that Ameren Transmission Company of Illinois might acquire to construct the proposed transmission line.

The USDA-NRCS has consulted with its Office of General Counsel as well as our National Headquarters. The Illinois Commerce Commission (ICC) has been informed of our concerns. USDA-NRCS has also posted a public comment to the ICC website in regards to the project.

Should you have any questions regarding this matter, please contact Paula Hingson, Assistant State Conservationist for Easement Programs at (217) 353-6602.

IVAN N. DOZIER
State Conservationist

Enclosures: Warranty Easement Deeds

cc:
Director, Easement Programs Division, NRCS, Washington, DC
Ronald Mulach, Office of General Counsel Regional Attorney, Milwaukee, WI
Illinois Commerce Commission (ALJ Albers & Yoder), Springfield, IL
Albert Sturtevant, Whitt & Sturtevant LLP, Chicago, IL
Andrew James, Easement Specialist, NRCS, NHQ
Paula Hingson, Assistant State Conservationist (Easement Programs), NRCS, Champaign, IL

STATE OF ILLINOIS NO. 99-321
COUNTY OF BROWN
Filed for record on April 6, 1999
at 2 o'clock 03 min. P.M.
BOOK 365 PAGE 358
Judy J. Woodsworth, Recorder

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

NRCS-LTP-20
5-95
OMB No. 0578-0013

WARRANTY EASEMENT DEED
THIRTY-YEAR TERM

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-5A12-8-6017

THIS WARRANTY EASEMENT DEED is made by and between THE NATURE CONSERVANCY, a nonprofit corporation organized and existing under and by virtue of the laws of the District of Columbia and having an office and principal place of business at 4245 North Fairfax Drive, Suite 100, Arlington, Virginia 22203, (hereafter referred to as the "Landowner"), Grantor, and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, Washington, D.C. 20250, (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring entity of the United States is the Natural Resources Conservation Service (NRCS). A cooperating Federal agency is the United States Fish and Wildlife Service of the Department of the Interior.

Witnesseth

Purposes and Intent. The purpose of this Conservation Easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of the NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This Conservation Easement acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of EIGHT HUNDRED SEVENTY-FOUR THOUSAND, EIGHT HUNDRED DOLLARS and NO/100 ($874,800.00), the Grantor hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, for thirty (30) years, all rights, title and interest in 972 acres of land, more or less, situated in Brown County, Illinois, which lands comprise the easement area described in Part I together with appurtenant rights of access to the easement area, but reserving to 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 a servitude upon the land so encumbered, shall run with the land for thirty (30) years, and shall bind the Landowner, (the Grantor), its heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to easements for established or existing roads and utilities.

SUBJECT ALSO to agreements and easements relating to the operation of a pumping station recorded in Miscellaneous Record 9, Page 313, and in Miscellaneous Record 9, Page 421, and also in Miscellaneous Record 9, Page 409.

SUBJECT ALSO to easements of Kamp Creek Channel and Levee, McGee Creek Drainage and Levee District, and Little Creek Drainage District.

LANDOWNER RESERVES the right to use existing private roads located on the above-described property and to maintain electric transmission lines within the rights-of-way for such existing private roads.

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 B, both of which are appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area. Such a right-of-way for access purposes is through County Highway 12.

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.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights to 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. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and 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; and,
9. grazing or allowing livestock on the easement area.

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 NRCS 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 NRCS any conditions or events which may adversely affect the wetlands, 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 NRCS 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 such use is consistent with the long-term protection and enhancement of the wetlands and other natural values of the easement area. The NRCS shall prescribe 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 onto the easement area to undertake, at its own expense or on a cost-share basis with the Landowner or other entity, any activities to restore, protect, manage, locate and mark the boundary, maintain, enhance, and monitor the wetlands 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 wetlands 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.

C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS 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. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. 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 wetlands 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, successors, 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 affect the wetlands and conservation purposes for which this easement 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 Wetlands Reserve 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.

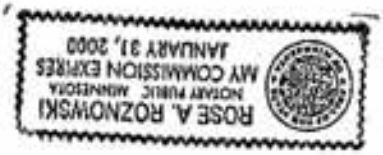
PART VII. Special Provisions (if any) - None

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns for thirty (30) years. 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 specially allowed or that is inconsistent with the purposes of this easement deed.

Acknowledgment

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On this 15TH day of MARCH, 1999, before me, a Notary Public, in and for said County, personally appeared Leslie Gillette to me personally known, who, being each by me duly sworn, did acknowledge that she is Regional Counsel and Assistant Secretary of THE NATURE CONSERVANCY, a non-profit corporation of the District of Columbia, and that she is duly authorized to execute the foregoing instrument in the name of and on behalf of said corporation, and that the seal affixed to said instrument was sealed for, on behalf of, and in the interest of said corporation, and said Leslie Gillette, Regional Counsel and Assistant Secretary, acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(NOTARIAL SEAL)

My Commission Expires: JANUARY 31, 2000

WRP CONSERVATION EASEMENT AREA

THE NATURE CONSERVANCY

(NRCS #66-5A12-8-6017)

BROWN COUNTY, ILLINOIS

EASEMENT DESCRIPTION

The Northwest Quarter of Section 13 lying South and East of County Highway 12; All that part of the fractional Northeast Quarter of Section 13, which lies West and South of a line drawn diagonally across said quarter section from the Northwest corner thereof to the Southeast corner thereof; All that part of the North Half of the Southeast Quarter of Section 12 lying South and East of County Highway 12, which lies South of the following described line: Beginning at a point 33.93 rods North of the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 12, thence East parallel with the North line of said Section 12 to the East line thereof; The South Half of the Southeast Quarter of Section 12; the East Half of the Southwest Quarter of Section 12, lying South and East of County Highway 12; All that part of the fractional Northeast Quarter of Section 13, which lies North and East of a diagonal line drawn from the Northwest corner of said Quarter Section to the center thereof, and North and West of the Illinois River; The Northwest Quarter of the Southwest Quarter of Section 13; the fractional Northeast Quarter of the Southwest Quarter of Section 13; The fractional Southeast Quarter of the Southwest Quarter of Section 13; All that part of the Southwest Quarter of the Southwest Quarter of Section 13, which lies North of Camp Creek; All that part of the 60 acres off the North end of the East Half of the Southeast Quarter of Section 14 lying North of the Northerly R.O.W. of the McGee Creek Drainage and Levee District; A tract described as beginning on a line between Section 13 and 24 on the West Bank of the Illinois River at the low water mark thereof; thence West on said line between Sections 13 and 24 to where the line crosses a stream of water known as New Camp Creek, thence Southeasterly on the center line of said creek to where it empties into the Illinois River, thence Northeasterly along the West line of the Illinois River at the low water mark thereof to the place of beginning; The Northeast Quarter of Section 12 lying South and East of County Highway 12; 52 acres, more or less, off the North side of the Southeast Quarter of Section 12 (the South line of said 52 acres, more or less, to be in line with extension of the line along the South side of the North Half of the North Half of the South Half of Fractional Section 7), lying South and East of County Highway 12; all in township 2 South, Range 2 West of the Fourth Principal Meridian. Together with the South Half of the Northeast Quarter of the Southwest Quarter of Section 7; the South Half of the Northwest Quarter of the Southwest Quarter of Section 7; The fractional South Half of the Southwest Quarter

Exhibit A
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of Section 7, lying North and West of the Illinois River; The North Half of the fractional Section 7, except 3 acres in the Northeast corner thereof, North and East of the Public Highway; The North Half of the North Half of the South Half of fractional Section 7, and the fractional Southeast Quarter of Section 7; and all of fractional Section 18; all in Township 2 South, Range 1 West of the Fourth Principal Meridian, all in Brown County, Illinois. Subject to all public and private roads, Right of Ways and easements. EXCEPT the following described tract, commencing at the center of Section 12, Township 2 South, Range 2 West of the Fourth Principal Meridian, Brown County, Illinois, and thence on an assumed bearing of South 06 degrees 37 minutes 12 seconds East, a record distance of 737.4 feet to the centerline of F.A.S. 582 more commonly known as County Highway 12; thence along said centerline North 45 degrees 24 minutes 48 seconds East, a distance of 437.86 feet; thence leaving said centerline, South 55 degrees 22 minutes 47 seconds East, a distance of 30.54 feet to an iron pin set for the Point of Beginning, said point being on the Southeast R.O.W. of the aforesaid County Highway 12; thence continuing South 55 degrees 22 minutes 47 seconds East, a distance of 317.43 feet to an iron pin set; thence South 34 degrees 46 minutes 57 seconds West, a distance of 162.27 feet to an iron pin set; thence South 85 degrees 40 minutes 52 seconds West, a distance of 336.16 feet to an iron pin set; thence North 63 degrees 02 minutes 25 seconds West, a distance of 131.22 feet to the aforesaid Southeast R.O.W. of County Highway 12; thence North 45 degrees 24 minutes 48 seconds East, along said R.O.W., a distance of 398.08 feet to the Point of Beginning, containing in all 2.41 acres, more or less. ALSO EXCEPT the following described tract, which includes the 5 acres, more or less, of the Old LaGrange Lock Site: Beginning at an iron pipe found at the intersection of the North line of the S.E. 1/4 of the N.E. 1/4 of Section 7, Township 2 South, Range 1 West of the Fourth Principal Meridian and the North line of the aforesaid LaGrange Lock Site, and thence on an assumed bearing of North 86 degrees 05 minutes 00 seconds East, along the North line of said lock site a distance of 95.00 feet to the apparent low water mark of the Illinois River; thence South 32 degrees 04 minutes 30 seconds West, along said apparent low water mark, a distance of 1553.41 feet; thence leaving said low water mark North 54 degrees 34 minutes 40 seconds West, a distance 278.84 feet to a fence post found; thence North 32 degrees 42 minutes 07 seconds East, along an existing fence line, a distance of 1421.88 feet to a fence post

Exhibit A
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found; thence South 75 degrees 35 minutes 55 seconds East, along a fence line and its easterly extension, a distance of 195.31 feet to the Point of Beginning.

EXCEPT That strip of land occupied by the Illinois River Levee, extending approximately 500 feet wide, from the apparent low water line of the Illinois River Northwesterly; Beginning at the South line of the Old LaGrange Lock Site, as described above, thence Southwesterly to the centerline of Camp Creek.

ALSO EXCEPT That strip of land occupied by the McGee Drainage and Levee District Levee, extending approximately 500 feet wide, from the centerline of the McGee Creek Drainage and Levee District Levee Northerly. Beginning at the point where New Camp Creek empties into the Illinois River, thence Westerly to the West property boundary.

ALSO EXCEPTING the right of the landowner to use existing private roads located on the above-described property and to maintain electrical transmission lines located within the rights of way for existing private roads.

The Wetlands Reserve Program easement is granted for 972 acres of the above-described property which consists of the tillable portions of the Property. The tillable portions of the Property are identified on the map attached as Exhibit B and include all of the Property except the portions marked with cross hatching.

Exhibit A
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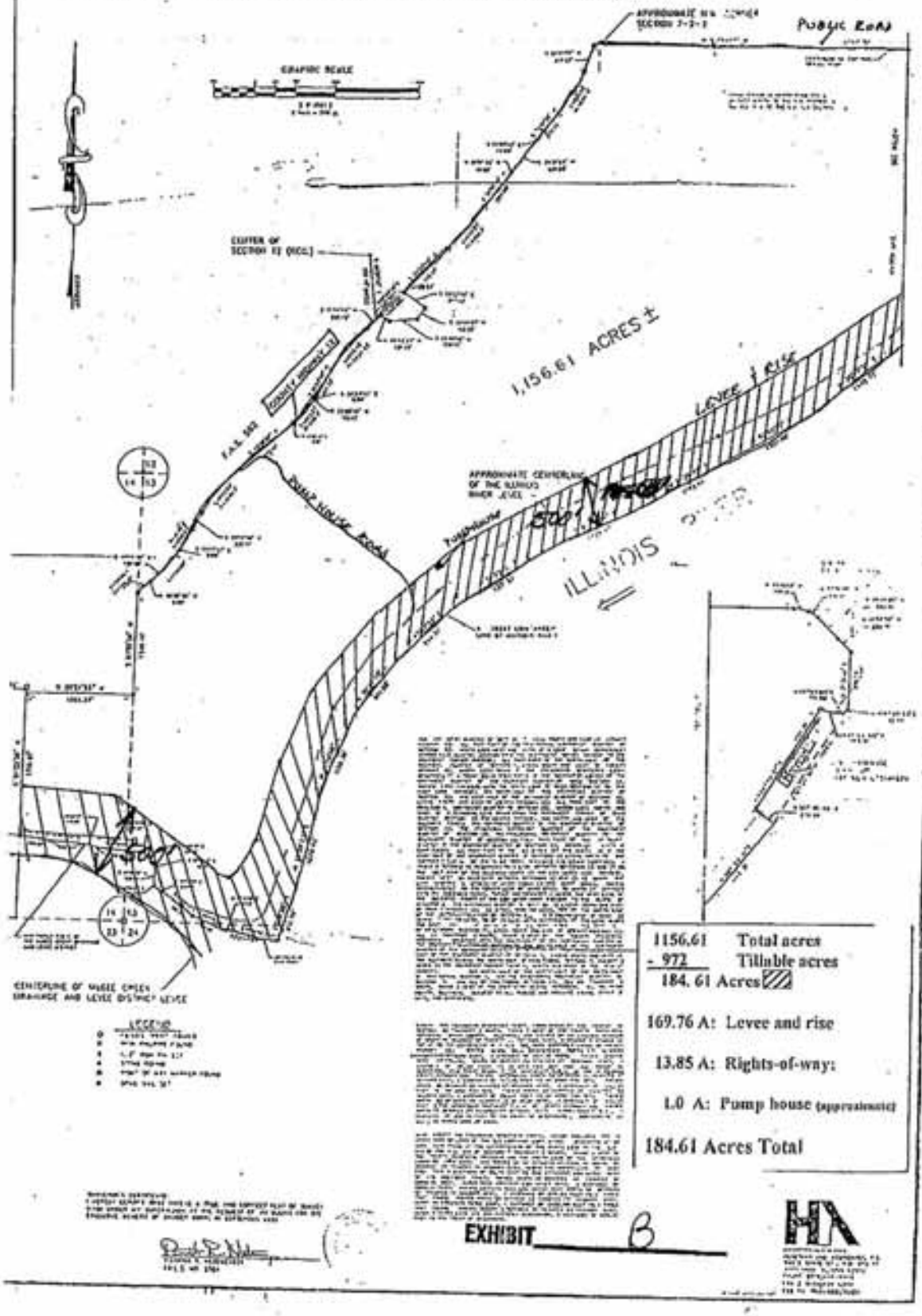
EXHIBIT B

PLAT OF SURVEY

PART OF SECTION 12 AND PART OF FRACTIONAL SECTIONS 13 AND 24 AND 60 ACRES OFF THE NORTH END OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 14, ALL IN TOWNSHIP 2 SOUTH, RANGE 2 WEST, TOGETHER WITH ALL OF FRACTIONAL SECTION 18 AND PART OF FRACTIONAL SECTION 7, ALL IN TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, BROWN COUNTY, ILLINOIS



1156.61	Total acres
- 972	Tillable acres
184. 61 Acres	
169.76 A:	Levee and rise
13.85 A:	Rights-of-way:
1.0 A:	Pump house (approximate)
184.61 Acres Total	

EXHIBIT B

Exhibit 2

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. 75-5A12-09-00V6Q

THIS WARRANTY EASEMENT DEED is made by and between **MARIETTA J. MARTIN, married to JOSEPH J. MARTIN, 2604 El Camino Real, Suite B, PMB #334, Carlsbad, CA 92008,** (hereafter referred to as the "Landowner"), Grantor, and the **UNITED STATES OF AMERICA**, by and through the Natural Resources Conservation Service (hereafter referred to as the "United States"), Grantee. The Landowner 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 **ONE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED and NO/00 DOLLARS, ($185,600.00),** 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 **58 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 Permanent Water Main Easement to Clark-Edgar Rural Water District recorded May 28, 1998 in Book 18 at Page 400 (Affects Tract 1); Permanent Water Main Easement to Clark-Edgar Rural Water District recorded May 28, 1998 in Book 18 at Page 397 (Affects Tract 3); Permanent Water Main Easement to Clark-Edgar Rural Water District recorded March 19, 2003 in Book 25 at Page 380 (Affects Tract 3); and, Permanent Water Main Easement to Clark-Edgar Rural Water District recorded February 28, 2005 in Book 27 at Page 209 (Affects Tract 3).

In a Special Certificate of Use and Consent dated May 3, 2010, executed by Paula Hingson, Acting for Ivan Dozier, Assistant State Conservationist for Programs, she stated that she has carefully considered the above noted title encumbrances and she certified that their existence and/or enforcement will not interfere with the restoration, maintenance or use of the WRP conservation easement area for wetland purposes or in any other way interfere with the purposes for which the wetlands reserve conservation easement is being acquired.

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 2nd day of June, 2010

Landowner:

The Grantor, Marietta J. Martin, hereby certifies that this property is not a homestead for herself or her spouse.

Marietta J. Martin
MARIETTA J. MARTIN

ACKNOWLEDGMENT

STATE OF California)
) ss
COUNTY OF San Diego)

On this 2 day of June, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **Marietta J. Martin, married to Joseph J. Martin,** 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.

DEBRA ANN SLATTERY
Commission # 1658012
Notary Public - California
San Diego County
My Comm. Expires Sep 14, 2010

NOTARY PUBLIC
Residing at 675 Carlsbad Village DR
My commission Expires 9/14/2010

[NOTARIAL SEAL]

Exhibit 2

ACCEPTANCE BY GRANTEE:

I, (Name) Paula Hingson (Title) Acting ASTC (Programs), 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: 6-7-10

Paula Hingson Acting
Name
ASTC (Programs)
Title

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss
COUNTY OF Champaign)

On this 7th day of June, 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

Kristi J Einck
NOTARY PUBLIC

[NOTARIAL SEAL]

Exhibit 2

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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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

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

MARIETTA J. MARTIN

#75-5A12-09-00V6Q

CLARK COUNTY, ILLINOIS

EASEMENT DESCRIPTION

TRACT 1:

A part of the Southeast Quarter of the Northwest Quarter of Section 35, Township 11 North, Range 11 West of the 2nd P.M., Clark County, Illinois, more particularly described as follows:

Commencing at the West Quarter corner of said Section 35; thence North 89 degrees 07 minutes 39 seconds East, along the South line of the Northwest Quarter of said Section 35, 1,309.84 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 35; thence North 0 degrees 32 minutes 02 seconds West along the West line of the Southeast Quarter of said Northwest Quarter, 90.98 feet to the Point of Beginning; thence continuing along said West line North 0 degrees 32 minutes 02 seconds West, 21.55 feet to the centerline of Weaver Road; thence Northeasterly along the centerline of said Weaver Road on the following described 7 (Seven) courses: North 26 degrees 13 minutes 06 seconds East, 42.55 feet; thence North 5 degrees 40 minutes 19 seconds East, 76.39 feet; thence North 2 degrees 44 minutes 12 seconds East, 37.43 feet; thence North 0 degrees 26 minutes 37 seconds East, 290.12 feet; thence North 2 degrees 03 minutes 56 seconds East, 170.85 feet; thence North 4 degrees 46 minutes 02 seconds East, 80.56 feet; thence North 16 degrees 03 minutes 47 seconds East, 201.55 feet to the centerline of Big Creek; thence Southeasterly along the centerline of said Big Creek on the following 4 (Four) courses:
South 49 degrees 00 minutes 52 seconds East, 295.94 feet; thence South 30 degrees 14 minutes 46 seconds East, 282.46 feet; thence South 30 degrees 35 minutes 15 seconds East, 186.62 feet; thence South 39 degrees 13 minutes 58 seconds East, 383.40 feet to a point being 90.98' perpendicularly North of the South line of the Northwest Quarter of

EXHIBIT A
Page 1 of 3

said Section 35; thence South 89 degrees 07 minutes 39 seconds West parallel with the South line of the Northwest Quarter of said Section 35, 802.03 feet to the Point of Beginning, containing 392,039 square feet (9.00 acres), more or less.

TRACT 2:

The South 25 acres of the West half of the Northeast Quarter of Section 22, Township, 11 North, Range 11 West of the 2nd P.M., Clark County, Illinois, more particularly described as follows:

Commencing at a found 5/8" rod with L.S. cap no. 2845 at the East Quarter corner of said Section 22; thence South 88 degrees 32 minutes 44 seconds West along the south line of the Northeast Quarter of said Section 22, 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 88 degrees 32 minutes 44 seconds West along the south line of the West half of the Northeast Quarter of said Section 22, 1,317.08 feet to the Southwest corner of the Northeast Quarter of said Section 22; thence North 0 degrees 47 minutes 52 seconds West along the west line of Northeast Quarter of said Section 22, 826.67 feet to the Northwest corner of the South 25 acres of the West half of the Northeast Quarter of said Section 22; thence North 88 degrees 32 minutes 44 seconds East along the north line of said South 25 acres, 1,317.76 feet to the east line of the West half of the Northeast Quarter of said Section 22; thence South 0 degrees 45 minutes 02 seconds East along said east line, 826.68 feet to the Point of Beginning, containing 1,089,000 square feet (25.00 acres), more or less.

Together with right of way access easement appurtenant thereto found in Deed Rec. Bk. 52, pg. 505, in the Office of the Recorder, Clark County, Illinois.

TRACT 3:

A part of the Northwest Quarter of the Northwest Quarter; part of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter; part of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter, all in Section 35, Township 11 North, Range 11 West of the 2nd P.M. and part of the West half of the Southwest Quarter of Section 26, Township 11 North, Range 11 West of the 2nd P.M., more particularly described as follows:

Commencing at a found nail at the Northeast corner of the Northwest Quarter of said Section 35 Recorded in Monument Record Document No. 12373, Clark County, Illinois; thence South 89 degrees 09 minutes 55 seconds West, along the north line of the

EXHIBIT A
Page 2 of 3

Northwest Quarter of said Section 35, 1327.535 feet to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 35 and Point of Beginning; thence North 89 degrees 09 minutes 55 seconds East along the north line of the Northwest Quarter of said Northwest Quarter, 170.06 feet to the centerline of Weaver Road; thence Southeasterly along the centerline of said Weaver Road on the following described 5 (Five) courses: South 13 degrees 28 minutes 26 seconds East, 53.12 feet; thence South 10 degrees 53 minutes 51 seconds East, 209.12 feet; thence South 09 degrees 35 minutes 39 seconds East, 229.63 feet; thence South 08 degrees 30 minutes 20 seconds East, 266.71 feet; thence South 08 degrees 59 minutes 59 seconds East, 231.65 feet; thence Southwesterly along said centerline of Weaver Road on the following described 2 (Two) courses: South 22 degrees 20 minutes 16 seconds West, 54.03 feet; thence South 18 degrees 23 minutes 17 seconds West, 153.03 feet; thence South 89 degrees 08 minutes 48 seconds West parallel with the South line of the Northwest Quarter of the Northwest Quarter, 700.53 feet to the centerline of Big Creek; thence Northwesterly along the centerline of Big Creek on the following described 4 (Four) courses: North 45 degrees 12 minutes 34 seconds West, 147.10 feet; thence North 00 degrees 41 minutes 32 seconds East, 273.28 feet; thence North 08 degrees 15 minutes 38 seconds West, 234.95 feet; thence North 17 degrees 15 minutes 04 seconds West, 433.85 feet to the Southwesterly projection of the Southerly edge of woods; thence Northeasterly along the southerly edge of woods on the following described 5 courses: North 62 degrees 54 minutes 08 seconds East, 258.06 feet; thence North 41 degrees 01 minutes 09 seconds East, 104.20 feet; thence North 50 degrees 57 minutes 15 seconds East, 231.35 feet; thence North 85 degrees 09 minutes 38 seconds East, 177.90 feet; thence South 72 degrees 19 minutes 11 seconds East, 43.41 feet to the east line of the West half of the Southwest Quarter of said Section 26; thence South 00 degrees 08 minutes 11 seconds East, along said east line, 188.31 feet to the Point of Beginning, containing 1,045,442 square feet (24.000 acres), more or less.

EXHIBIT A
Page 3 of 3