

Access to Property

Fid 7 13.88 ac. Cropland/NHEL WRP 2013 Natural Regeneration

Current - cropland Planned - Bottomland trees

COE Levee Easement

2.0 ac. Food Plot Compatible Use Agreement Developed

Small junk pile silted over from floodwaters

.03 ac. Existing Food Plot

Forestland 39.6 ac. per FSA records

Fid 8 13.49 ac. Cropland/NHEL WRP 2013 Natural Regeneration

Current - Cropland Planned - Bottomland Trees

11.7 ac. of other land offered.

2.0 acres of other land offered

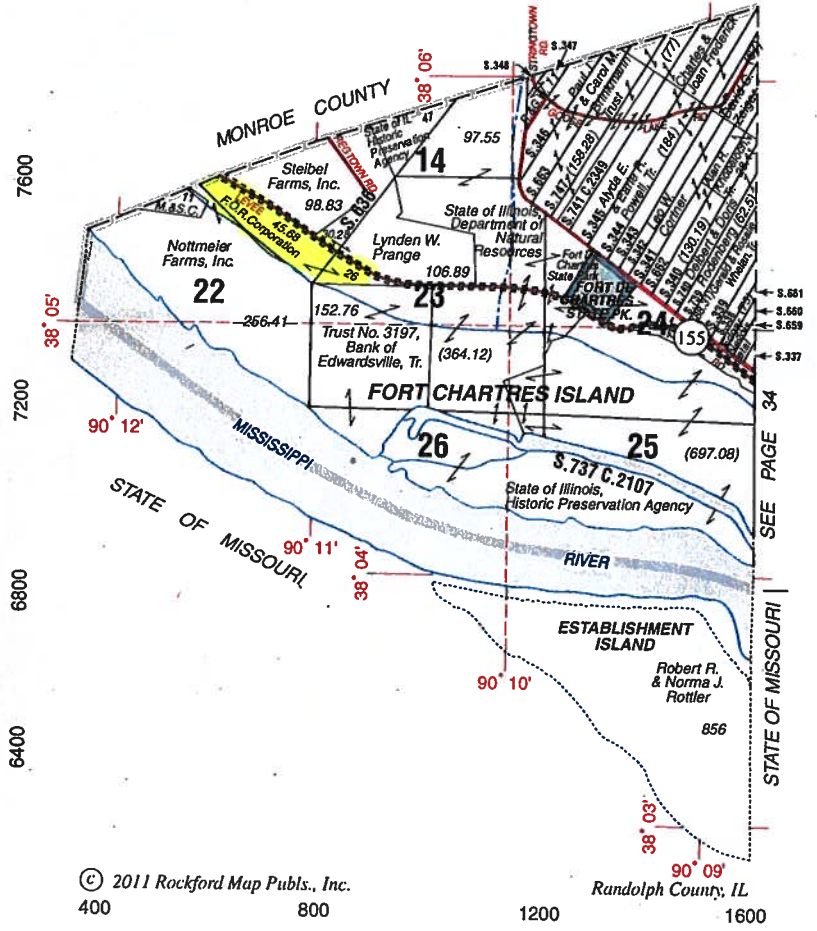
5 ac. Existing Food Plot

Proposed Structure site off of WRP easement

Levee Road



FOR Corporation
Brian Pendleton





* 2 0 1 3 R 0 1 5 4 2 1 5 *

RECORDED

04/18/2013 01:32:33PM Pages: 15

2013R01542

PAT LARAMORE CLERK & RECORDER
RANDOLPH COUNTY, ILLINOIS

REC FEE: 23.50

RHSP FEE: 9.00

AUTO FEE: 3.50

GIS T FEE: 10.00

GIS C FEE: 1.00

TOTAL: \$47.00

STRAIGHT TRANSFER

U.S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service
12/2009

NRCS-LTP-30
01/2010

**WARRANTY EASEMENT DEED
IN PERPETUITY**

WETLANDS RESERVE PROGRAM

Easement

No. 66-5A12-12-017SS

THIS WARRANTY EASEMENT DEED is made by and between **F.O.R. Corporation**, an Illinois Corporation, with an address [REDACTED] (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (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 TUS

Reservation, Exception, Easement checked TUS

Witnesseth:

Purposes and Intent. The purpose of this 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 and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed 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 [REDACTED] the Grantor(s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, in perpetuity, all rights, title and interest in **40 ACRES** more or less, in **RANDOLPH 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 an interest in real property and a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT TO Easement to Stringtown Drainage and Levee District No. 4, dated December 7, 1956 and recorded March 26, 1957 in Book 186 on Page 324.

SUBJECT FURTHER TO Open Space Easement to Randolph County dated August 30, 1995 and recorded September 7, 1995 in Book 476 on Page 872.

Under date of January 23, 2013, Paula Hingson, Assistant State Conservationist for Programs, Natural Resources Conservation Service (USDA), upon review of the Certificate of Use & Consent executed by the District Conservationist, determined that the above easements and easement rights are acceptable and that their existence and/or enforcement will not interfere with the restoration, maintenance or use of the WRP conservation easement area for wetlands 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 is depicted in EXHIBIT A-1, 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 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 easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title and real property interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, 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 the Landowner to enjoy the rights reserved on the easement area without interference from others.
- 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 leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the longterm protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- 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 carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited 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, placing, or allowing structures to be placed on, under, or over 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 wildlife including migratory birds.
 11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.
- 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. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- 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 NRCS any conditions or events which may adversely affect the wetlands, wildlife and other natural values of the easement area.

- F. Survival. Irrelevant of any violations by the Landowner of the terms of this easement deed, this easement survives and runs with the land for its duration.

PART IV. 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, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland 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 has the right to enter onto the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, locate and mark the boundary, maintain, enhance and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, 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 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, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, 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 wetland 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 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 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.
- C. Environmental Warranty "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or anytime hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State Law.

- D. General Indemnification. Landowner shall indemnify and hold harmless, the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, loses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner’s negligent acts or omissions or Grantor’s breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and 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 12th day of March, 2013.

Landowner:

F. O. R. CORPORATION,
an Illinois corporation

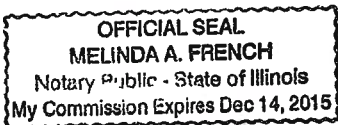
Kristin C. Pendleton
By: **KRISTIN C. PENDLETON**
President and Director

ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF St. Clair)

On this 12TH day of MARCH, 2013, the foregoing instrument was subscribed and sworn to before me, the undersigned, a Notary Public in and for said County and State, by **Kristin C. Pendleton, President and Director, F.O.R. CORPORATION, an Illinois corporation**, known or proved to me to be the person described herein, who did state that she executed said instrument, and that said actions herein are authorized and taken for and on behalf of **F.O.R. Corporation**.

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



Melinda A French
NOTARY PUBLIC
Residing at 1024 Vicksburg DR. Belleville, IL
My Commission Expires 12/14/15

(NOTARIAL SEAL)

ACCEPTANCE BY GRANTEE:

I, (Name) Paula Hingson, (Title) ASTC-Easements being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 28 of March, 2013.

Paula Hingson
Name

ASTC-Easements
Title

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF Champaign)

On this 28th day of March, 2013, sworn to 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 executed the same as his free act and deed.

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

(NOTARIAL SEAL)



Kristi J Einck
NOTARY PUBLIC
My Commission Expires 7/31/2014

THIS INSTRUMENT WAS DRAFTED BY:

Office of the General Counsel
U.S. Department of Agriculture
Washington, D.C. 20250-1400

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WETLANDS RESERVE PROGRAM (WRP)
CONSERVATION EASEMENT AREA

NRCS #66-5A12-12-017SS

F.O.R CORPORATION

RANDOLPH COUNTY, ILLINOIS

EASEMENT DESCRIPTION

A TRACT OF LAND, BEING PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 23, PART OF THE FRACTIONAL EAST HALF OF SECTION 22, AND PART OF U.S. SURVEY 636, CLAIM 782, ALL IN TOWNSHIP 5 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, RANDOLPH COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE NORTH 87 DEGREES 26 MINUTES 30 SECONDS EAST (ALL BEARINGS IN THIS DESCRIPTION ARE ASSUMED), ALONG THE SOUTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER, A DISTANCE OF 806.72 FEET TO AN IRON ROD MARKING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 58 DEGREES 02 MINUTES 36 SECONDS WEST, A DISTANCE OF 3,528.30 FEET TO AN IRON ROD, MARKING THE NORTHWESTERLY CORNER OF PROPERTY DESCRIBED IN DEED BOOK 796, PAGE 460; THENCE, ALONG THE NORTHWESTERLY LINE OF SAID PROPERTY, NORTH 41 DEGREES 39 MINUTES 09 SECONDS EAST, A DISTANCE OF 486.89 FEET TO AN IRON ROD, THENCE PARALLEL WITH AND 125.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF THE EXISTING LEVEE THE FOLLOWING COURSE: SOUTH 60 DEGREES 37 MINUTES 20 SECONDS EAST, A DISTANCE OF 574.92 FEET TO AN IRON ROD; THENCE, 716.67 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 6,594.00 FEET AND A CHORD BEARING OF SOUTH 57 DEGREES 30 MINUTES 31 SECONDS EAST, TO AN IRON ROD; THENCE SOUTH 54 DEGREES 23 MINUTES 42 SECONDS EAST, A DISTANCE OF 1,390.63 FEET TO AN IRON ROD; THENCE, 447.18 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS 4,625.00 FEET AND A CHORD BEARING OF SOUTH 57 DEGREES 09 MINUTES 54 SECONDS EAST, TO AN IRON ROD; THENCE SOUTH 59 DEGREES 56 MINUTES 05 SECONDS EAST, A DISTANCE OF 751.35 FEET TO AN IRON ROD; THENCE, 227.99 FEET, ALONG A

EXHIBIT A

Page 1 of 2

CURVE TO THE LEFT, HAVING A RADIUS OF 1,675.00 FEET AND A CHORD BEARING OF SOUTH 63 DEGREES 50 MINUTES 03 SECONDS EAST, TO AN IRON ROD ON SAID SOUTH LINE,- THENCE, ALONG SAID SOUTH LINE, SOUTH 87 DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF 796.96 FEET TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRES, MORE OR LESS, AS SHOWN ON PLAT OF SURVEY BY HUTSON AND ASSOCIATES, INC, DATED JULY 13, 2012.

EXHIBIT A

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WETLANDS RESERVE PROGRAM (WRP)
CONSERVATION EASEMENT AREA

NRCS #66-5A12-12-017SS

F.O.R CORPORATION

RANDOLPH COUNTY, ILLINOIS

ACCESS DESCRIPTION

Access to the WRP conservation easement is provided by a farm lane, as currently located off of a public road, locally known as Levee Road and described as follows: Beginning at the SW Corner of the Fractional Northwest Quarter of Section 23, Township 5 South, Range 10 West of the Third Principal Meridian, thence due east along the north line of said Fractional Section 23 to the centerline of Levee Road. Thence in a northeasterly direction along the centerline of Levee Road, a distance of approximately 1,800 feet, to a farm lane as currently located Said farm lane being approximately 20 feet wide and extending in a southerly direction from Levee Road to and across the WRP easement boundary line a distance of approximately 300 feet.

EXHIBIT B