

United States Department of Agriculture



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

[www.il.nrcs.usda.gov](http://www.il.nrcs.usda.gov)

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October 5, 2010

Richardson Farms Outfitters, Inc.  
R. R. 1  
Mt. Sterling, IL 62353

Dear Landowner,

This letter is in regards to the Wetlands Reserve Program (WRP) easement, Agreement Number 66-5A12-8-8014, located in Cass County, Illinois and previously owned by Robert J. Giarusso. It is our understanding that you purchased the land encumbered by the WRP easement on October 21, 2009.

I am enclosing a copy of the WRP Warranty Easement Deed. Please review the language in the Warranty Easement Deed. In particular, note that the easement is a reserve interest easement. This means that as a landowner of the easement you only have five reserved rights. Those rights are listed in Part II of the Warranty Easement Deed. All other rights were purchased by the USDA-NRCS. Any activities that occur on the easement outside of the five reserved rights are considered violations of the easement without the benefit of a compatible use authorization. The allowance of compatible use authorizations is detailed in Part IV of the Warranty Easement Deed.

If you have any questions, please contact your local District Conservationist, Mark Hitz at 217-452-3535, ext. 3.

Sincerely,

A handwritten signature in black ink, appearing to read "Ivan Dozier", is written over a circular stamp.

IVAN DOZIER  
Assistant State Conservationist for Programs

Enclosure

cc:

Mark Hitz, NRCS, District Conservationist, Virginia, IL  
Dave Hiatt, NRCS, WRP Coordinator, Martinsville, IL  
Steve Mozley, NRCS, Area Assistant State Conservationist, Springfield, IL

*Helping People Help the Land*

An Equal Opportunity Provider and Employer

STATE OF ILLINOIS  
CASS COUNTY  
Filed for record the 20<sup>th</sup>  
day of August A.D. 1988  
at 1:35 o'clock P. M. and recorded  
in book 174 of Deeds page 102-111  
*Michael C. Kishner*  
COUNTY CLERK & RECORDER

0123709

U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

CCC-1255  
10-96  
OMB No. 0578-0013

## WARRANTY EASEMENT DEED

### WETLANDS RESERVE PROGRAM AGREEMENT NO. 66-5A12-8-8014

THIS WARRANTY EASEMENT DEED is made by and between VIRGIL A. HAMM and MARSHA HAMM, his wife, of P.O. Box 101, Browning, Illinois 62624; and SHEILA A. KRIDER and RICHARD KRIDER, her husband of 4074 E. Heitz Rd., Vermont, Illinois 61484; (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 entity of the United States is the Commodity Credit Corporation (CCC). A cooperating Federal agency is the Fish and Wildlife Service of the United States 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 CCC 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 TWO-HUNDRED THOUSAND DOLLARS and 00/100 (\$200,000.00), the Grantor(s), hereby grant and convey with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in 192.3 acres of land, more or less, situated in Cass 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 in perpetuity and shall bind the Landowner,(the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them during said period.

SUBJECT, however to the right of way for drainage purposes granted to Sangamon Outlet Drainage District in the instruments recorded in Vol. 94, Page 58, in Vol. 94, Page 92, in Vol. 94, Page 94, and in Vol. 94, Page 95.

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 easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Appurtenant access to and onto the wetland easement is from a municipal boat launching facility located in Browning, Illinois, across the Illinois River onto the wetland easement described in EXHIBIT B and depicted generally in said EXHIBIT A-1, both of which are appended to and made a part of this easement deed. Landowners hereby agree and covenant that they will provide the barge to the NRCS or CCC personnel to be used for restoration activities and monitoring.

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 CCC 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 CCC 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 CCC 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 wetland and other natural values of the easement area. The CCC 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 wetland 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.

C. Easement Management. The Secretary of Agriculture, by and through the CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the CCC 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 CCC 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 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, 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 effect the wetland 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 - None

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 specially allowed or that is inconsistent with the purposes of this easement deed.

Dated this 13<sup>th</sup> day of August, 1998.

Landowners:

Virgil A. Hamm  
VIRGIL A. HAMM

Sheila A. Krider  
SHEILA A. KRIDER

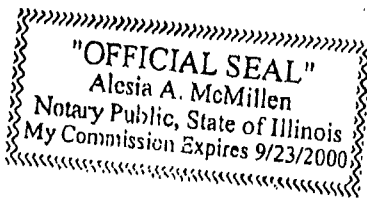
Marsha Hamm  
MARSHA HAMM

Richard Krider  
RICHARD KRIDER

Acknowledgment

STATE OF Ill. )  
 ) ss  
COUNTY OF Schuyler )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13<sup>th</sup> day of August, 1998, by VIRGIL A. HAMM and MARSHA HAMM, his wife. <sup>W.A.H.</sup>



[Signature]  
Notary Public

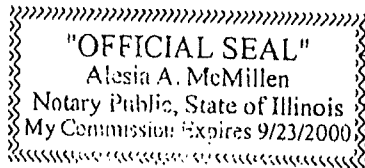
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My Commission Expires:

Acknowledgment

STATE OF Ill. )  
 ) ss  
COUNTY OF Schuyler )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13<sup>th</sup> day of August, 1998, by SHEILA A. KRIDER and RICHARD KRIDER, her husband.



[Signature]  
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

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This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

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#### OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office (IRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 9578-0013), Washington, DC. 20503.

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WRP CONSERVATION EASEMENT AREA

VIRGIL HAMM & SHEILA KRIDER

(NRCS # 66-5A12-8-8014)

CASS COUNTY, ILLINOIS

EASEMENT DESCRIPTION

The Northwest 1/4 of the Northwest 1/4 of Section 8;

The West 10 acres of the Northeast 1/4 of the Northwest 1/4 of Section 8;

The fractional East 1/2 of the Northeast 1/4 of Section 7;

The fractional West part of the Northeast 1/4 of Section 7;

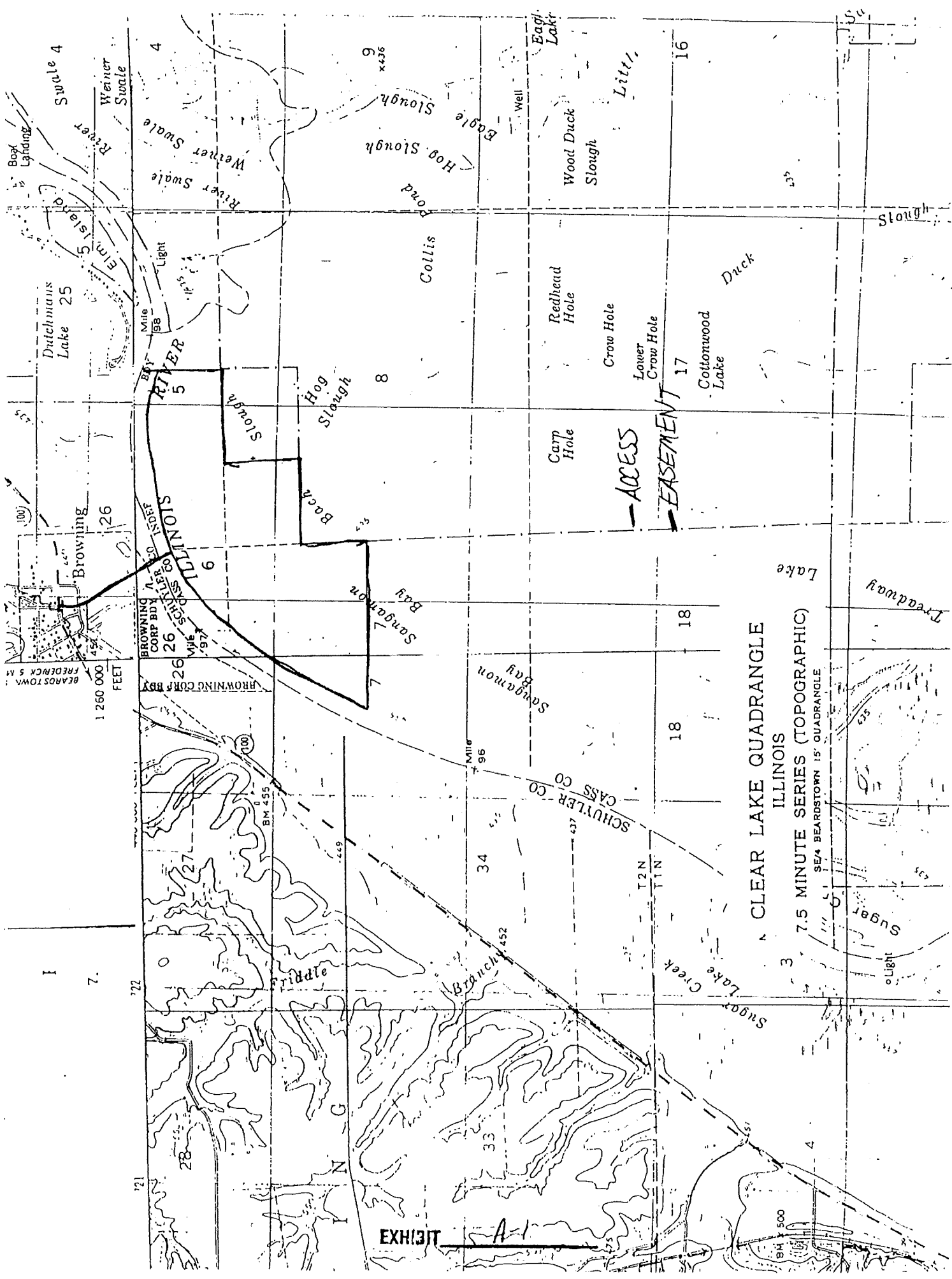
The fractional Southeast part of the Southeast 1/4 of Section 6;

The fractional Southwest 1/4 of Section 5;

All in Township 19 North, Range 11 West of the Third Principal Meridian in Cass County, Illinois.

Containing 192.3 acres more or less.

**EXHIBIT A**



CLEAR LAKE QUADRANGLE  
ILLINOIS

7.5 MINUTE SERIES (TOPOGRAPHIC)  
SE/4 BEARDSTOWN 15' QUADRANGLE

EXHIBIT

A-1

1:260,000  
FEET

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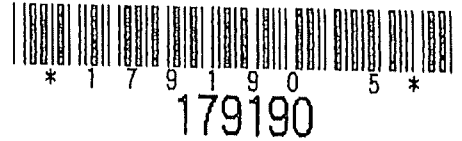
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**CORPORATE WARRANTY DEED**

THE GRANTOR, Richardson Farms Outfitters, Inc. An Illinois Corporation, created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and inconsideration of Ten (\$10.00) Dollars in hand paid and other good and valuable consideration and pursuant to the authority given by the President of said corporation, CONVEYS AND WARRANTS to Mark F. Edlin, a single person of Mt. Sterling, in the County of Brown, and State of Illinois, the following described real estate to wit:

FILED AND RECORDED IN  
CASS COUNTY ILLINOIS  
SHELLY WESSEL  
RECORDED ON:  
04/06/2020 09:36:58AM

RHSP FEE: 9.00  
REC FEE: 61.00  
STATE STAMP FEE: 450.00  
COUNTY STAMP FEE: 225.00

**See "EXHIBIT A" attached hereto and incorporated here in by this reference.**

PIN: Part of PINS 09-04-040-007-02 and 09-04-041-003-02 and 04-040-006-00

This conveyance is subject to easements, recorded or unrecorded, for utilities, highways, roadways and drainage and further subject to Deed of Conservation Easement dated on or about December 28, 2009, where Richardson Farms Outfitters, Inc. granted to Wetlands America Trust, Inc. encumbering the Protected Property as evidenced by that certain Deed of Conservation Easement recorded in Book RRR of Miscellaneous at Pages 265-294 in the permanent land records of the Office of the Cass County (Illinois) Recorder as modified by the First Amendment to Deed of Conservation Easement made and entered into as of June 7, 2019, by and between RICHARDSON FARMS OUTFITTERS, INC. and WETLANDS AMERICA TRUST, INC.; MARK EDLIN; and WILLIAM A. CROSS; and recorded on August 1, 2019 as Instrument No. 177897 in the Cass County Recorders Office, Cass County, Illinois.

Subject to taxes for the year 2013 and subsequent years.

IN WITNESS WHEREOF, the said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, this 20<sup>th</sup> day of March, 2020.

Richardson Farms Outfitters, Inc. an Illinois Corporation

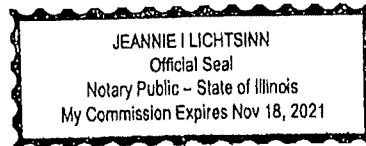
By: [Signature]  
Tim Richardson, President

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF BROWN     )

I, the undersigned, a Notary Public in and for the County and State of Illinois aforesaid, do hereby certify that Tim Richardson, personally known to me to be the President of Richardson Farms Outfitters, Inc., an Illinois Corporation, whose names is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument of writing as President of said Corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given as President of said corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 20<sup>th</sup> day of March, A.D. 2020.

Jeannie J. Lichtsinn  
Notary Public



"EXHIBIT A"

A tract of land being part of the Northeast Quarter of Section 7, Township 19 North, Range 11 West of the Third Principal Meridian, Cass county, Illinois, and being more particularly described as follows: Beginning at a found iron pipe marking the East Quarter corner of said Section 7; thence along the South line of the Northeast Quarter of said Section 7, North 90 degrees 00 minutes, 00 seconds West, 2002.37 feet to a set iron rod; thence leaving said South line, North 40 degrees 47 minutes 45 seconds East, 1730.35 feet to a set iron rod; thence South 33 degrees 38 minutes 43 seconds East, 1573.54 feet to the point of beginning, containing 30.11 acres. 04-040-006-00 Part of; (as shown by plat of survey dated March 11, 2013 made by Jones Surveying and Engineering Corporation recorded in Plat Cab Env. 313-B, Cass County Illinois).

The Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Eighteen (18); also, the fractional Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Eighteen (18); also, the fractional West half (W  $\frac{1}{2}$ ) of Section Seven (7); also the East one-half (E  $\frac{1}{2}$ ) of the South one-half (S  $\frac{1}{2}$ ) of Section Seven (7); also the South one-half (S  $\frac{1}{2}$ ) and the North-West Quarter (NW  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Eighteen (18), containing in all 632 acres, more or less, also all that part of the North Half (N  $\frac{1}{2}$ ) of the Southwest Quarter of Section Eighteen (18), lying East of Sangamon Lake, being Lots Six (6) and Seven (7), all of the above described real estate lying and being in Township Nineteen (19) North, Range Eleven (11) West of the Third Principal Meridian, situated in the County of Cass in the State of Illinois.  
EXCEPT the following two Parcels:

Exception Parcel 1:

A part of the Northeast Quarter Section 18, a part of the Fractional Northwest Quarter of Section 18, and a part of the Southeast Quarter of Section 7, all in Township 19 North, Range 11 West of the Third Principal Meridian, Cass County, Illinois, more particularly described as follows and bearings are for descriptive purpose only:

Commencing at a found 2" pipe, said pipe being the Southeast Corner of said Northeast Quarter of Said Section 18, said pipe also being the Point of Beginning of the tract to be described:

From said Point of Beginning; thence along the South Line of said Northeast Quarter of said Section 18, and also along the South Line of said Fractional Northwest Quarter of said Section 18 bearing North 89 degrees 21 minutes 24 seconds West, 5012.27 feet to a set 2" pipe being on the Visible High Water Mark of the North Descending Bank of Plochman's Slough; thence along said Visible High Water Mark for the next 5 courses bearing North 70 degrees 22 minutes 30 seconds East, 84.75 feet to a set 5/8" x 30" rod; thence bearing North 59 degrees 53 minutes 04 seconds East, 107.10 feet to a set 5/8" x 30" rod; thence bearing North 37 degrees 58 minutes 53 seconds East, 172.96 feet to a set 5/8" x 30" rod; thence bearing North 34 degrees 16 minutes 32 seconds East, 585.74 feet; thence bearing North 57 degrees 24 minutes 48 seconds East, 362.81 feet to a set 5/8" x 30" rod; thence leaving said Visible High Water Mark bearing North 38 degrees 15 minutes 23 seconds East, 55.99 feet to the Existing Easterly Toe of the Sangamon Bay Levee; thence along said Existing Easterly Toe for the next 23 courses bearing North 87 degrees 49 minutes 18 seconds East, 489.30 feet; thence along a curve concave to the Southwest, said curve having a chord bearing of South 38 degrees 37 minutes 08 seconds East, a chord length of 388.34 feet, (said curve having a radius of 392.49 feet and an arc length of 406.24 feet); thence bearing South 02 degrees 31 minutes 30 seconds East, 216.76 feet; thence along a curve concave to the Northeast, said curve having chord bearing of South 65 degrees 41 minutes 01 seconds East, a chord length of 142.56, (said curve having a radius of 84.31 feet and an arc length of 169.87 feet); thence bearing North 68 degrees 51 minutes 57 seconds East, 179.79 feet; thence bearing North 59 degrees 40 minutes 08 seconds East, 965.68 feet; thence bearing North 69 degrees 29 minutes 58 seconds East, 417.94 feet; thence bearing North 27 degrees 44 minutes 45 seconds East, 555.37 feet; thence bearing North 38 degrees 11 minutes 03 seconds East, 422.23 feet; thence bearing North 47 degrees 49 minutes 17 seconds East, 168.04 feet; thence bearing North 66 degrees 28 minutes 27 seconds East, 125.78 feet; thence along a curve concave to the Northwest, said curve having a chord bearing of North 49 degrees 25 minutes 36 seconds East, a chord length of 207.63 feet, (said curve having a radius of 886.02 feet and an arc length of 208.11 feet); thence bearing North 40 degrees 24 minutes 39 seconds East, 309.88 feet; thence bearing North 29 degrees 40 minutes 58 seconds East 349.72 feet; thence bearing North 07 degrees 14 minutes 05 seconds East, 326.01 feet; thence bearing North 13 degrees 52 minutes 07 seconds East, 221.67 feet; thence bearing North 35 degrees 55 minutes 31 seconds East 357.05 feet; thence bearing North 03 degrees 24 minutes 52 seconds East, 496.84 feet; thence bearing North 11 degrees 38 minutes 34 seconds East, 255.59 feet, thence bearing North 22 degrees 44

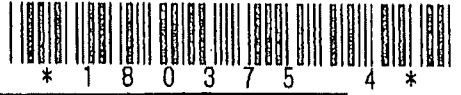
minutes 16 seconds East, 281.63 feet; thence bearing North 10 degrees 36 minutes 18 seconds East, 301.93 feet; thence bearing North 02 degrees 50 seconds 27 minutes East, 166.57 feet; thence bearing North 04 degrees 39 minutes 29 seconds East, 106.80 feet to a found 2" pipe, said pipe being the Northeast Corner of said Southeast Quarter of said Section 7; thence leaving said existing Easterly Toe, and along the East Line of said Southeast Quarter of said Section 7, and also along the East line of said Northeast Quarter of said Section 18, bearing South 00 degrees 38 minutes 22 seconds West, 5201.94 feet to said Point of Beginning, consisting of 158.528 Acres more or less, as shown by plat dated May 12, 2006 made by Double "D" Land Surveying, Inc., and recorded with the Cass County Recorder on July 17, 2006 in Plat Cabinet Envelope 284-B as Document No. 148366

Exception Parcel II:

A part of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Eighteen (18), Township Nineteen (19) North, Range Eleven (11) West of the Third Principal Meridian, Cass County, Illinois, more particularly described as follows:

The Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section 18, except Lot 14, known as Sugar Island per School Trustees' Plat recorded in Volume "B" of Mortgages, Page 208, at the Cass County Recorder's office.

PIN: Part of PINS 09-04-040-007-02 and 09-04-041-003-02



180375

FILED AND RECORDED IN  
CASS COUNTY ILLINOIS

SHELLY WESSEL  
RECORDED ON:

11/02/2020 11:32: 7AM

RHSP FEE: 9.00  
REC FEE: 61.00

(The Above Space For Recorder's Use Only)

**WARRANTY DEED**

THIS INDENTURE WITNESSETH that the Grantor, **WILLIAM A. CROSS**, for and in consideration of the sum of TEN DOLLARS (\$10.00) and OTHER GOOD AND VALUABLE CONSIDERATION IN HAND PAID, CONVEYS and WARRANTS to **MARK F. EDLIN**, the following described real estate, to-wit:

See "EXHIBIT A" attached hereto and incorporated herein by this reference

Grantor warrants this is not homestead property.

General Property Taxes for the year 2019 due and payable in 2020 and 2020 payable in 2021 are the obligation of the Grantors. Suitable adjustment having been made concerning said taxes at the delivery of this instrument, the aforesaid taxes shall be paid by the Grantee. All subsequent general property taxes are the obligation of the Grantee.

This deed of conveyance is subject to existing easements, existing rights-of-ways, existing tiles, existing drains, public roads and highways, covenants, restrictions and encumbrances of record.

This deed is further subject to the following:

1. Rights, if any, of the United States of America, the State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of Illinois River;
2. Rights of the adjacent property owners in and to the free and unobstructed flow of the waters of Illinois River, a part of which is located adjacent to or within the insured premises;
3. Rights of the United States of America, the State of Illinois, the municipality, and the public in and to that part of the land lying, from time to time, within the bed of Illinois river; and the rights of other owners of and bordering on the



river in respect to the water of said river;

4. Easement granted to Sangamon Outlet Drainage District dated July 10, 1929 and recorded November 15, 1929 in Deed Book 94 at page 58 as Document #43209;

5. Terms, provisions, conditions and restrictions contained in an Easement for the Wetlands Reserve Program granted to The United States of America by and through The Commodity Credit Corporation, dated August 13, 1998 and recorded August 20, 1998 in the Recorder's Office of Cass County, Illinois, in Book 174 of Deeds at page 102 as Document #123709; and

6. Deed of Conservation Easement from Richardson Farms Inc. to Wetlands America Trust, Inc. dated December 22, 2009 and recorded December 28, 2009 in Book "RRR" of Miscellaneous Records at pages 265-294 as Document #157823. First Amendment to Deed of Conservation Easement dated June 7, 2019 and recorded August 1, 2019 as Document #177897.

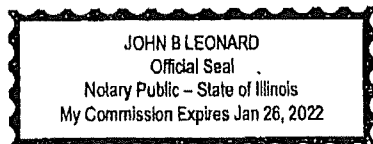
Dated this 29<sup>th</sup> day of October, 2020.

 (SEAL)  
**WILLIAM A. CROSS**

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF BROWN    )

I, **JOHN B. LEONARD**, a Notary Public in and for said County and State aforesaid do hereby certify that **WILLIAM A. CROSS**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 29<sup>th</sup> day of October, 2020.



*John B. Leonard*  
NOTARY PUBLIC

**Permanent Index Number: 04-040-002-00; 04-040-005-00; 04-040-006-01; and 04-040-008-00**

**Mail tax statements to: Mark F. Edlin  
1582 850N Ave.  
Mt. Sterling, IL 62353**

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**THIS INSTRUMENT PREPARED BY:**

**JOHN B. LEONARD**  
Attorney at Law  
132 East Main Street  
Mt. Sterling, IL 62353  
PH: (217)773-3814 or (217)773-2932  
FAX: (217)773-2119/773-2119  
[jblaw@frontier.com](mailto:jblaw@frontier.com)

EXHIBIT A

A tract of land, being part of Sections Five (5), Six (6), Seven (7), and Eight (8) of Township Nineteen (19) North, Range Eleven (11) West of the Third Principal Meridian, Cass County, Illinois, and being the same tract of land described in Exhibit A of a Warranty Easement Deed recorded in Book 174, Page 102, more particularly described as follows:

Beginning at an iron pipe marking the Southeast corner of the Northeast quarter of said Section 7, thence North 89 degrees 20 minutes 56 seconds West, along the South line of said quarter, 2,668.15 feet to the Southwest corner of said quarter; thence North 00 degrees 03 minutes 25 seconds West, along the West line of said quarter, 1,198.09 feet to the Illinois River; thence along the meanderings of said Illinois River, the following course; North 30 degrees 06 minutes 54 seconds East, 592.43 feet; thence North 31 degrees 45 minutes 37 seconds East, 684.50 feet; thence North 39 degrees 44 minutes 05 seconds East, 392.75 feet; thence North 49 degrees 48 minutes 23 seconds East, 494.01 feet; thence North 62 degrees 38 minutes 54 seconds East, 749.59 feet; thence North 74 degrees 38 minutes 22 seconds East, 789.88 feet; thence North 77 degrees 24 minutes 13 seconds East, 793.25 feet; thence North 88 degrees 47 minutes 51 seconds East, 785.45 feet; thence South 79 degrees 28 minutes 32 seconds East, 649.52 feet; thence South 63 degrees 20 minutes 10 seconds East, 494.70 feet to the East line of the Southwest quarter of said Section 5; thence, leaving said meandering,

South 00 degrees 03 minutes 25 seconds East, along said East line, 702.89 feet to an iron rod marking the Northeast corner of the Northwest quarter of said Section 8; thence South 89 degrees 38 minutes 21 seconds West, along the North line of said quarter, 988.22 feet to an iron rod marking the Northeast corner of the West 10 acres of the Northeast quarter of the Northwest quarter of said Section 8; thence South 01 degrees 03 minutes 16 seconds West, along the East line of said 10 acres, 1,313.85 feet to an iron rod marking the Southeast corner of said 10 acres; then South 89 degrees 49 minutes 27 seconds West, along the South line of said 10 acres, 331.76 feet to an iron rod marking the Southeast corner of the Northwest quarter of said Northwest quarter; thence South 89 degrees 49 minutes 27 seconds West, along the South line of said quarter-quarter, 1,324.66 feet to an iron pipe marking the Southwest corner of said quarter-quarter; thence South 00 degrees 42 minutes 26 seconds West, along the East line of said Northeast quarter of Section 7, 1,318.49 feet to the point of beginning, containing 278.17 acres, more or less.