

FSA INFO PACKET



A DIVISION OF WHITETAIL
PROPERTIES REAL ESTATE, LLC

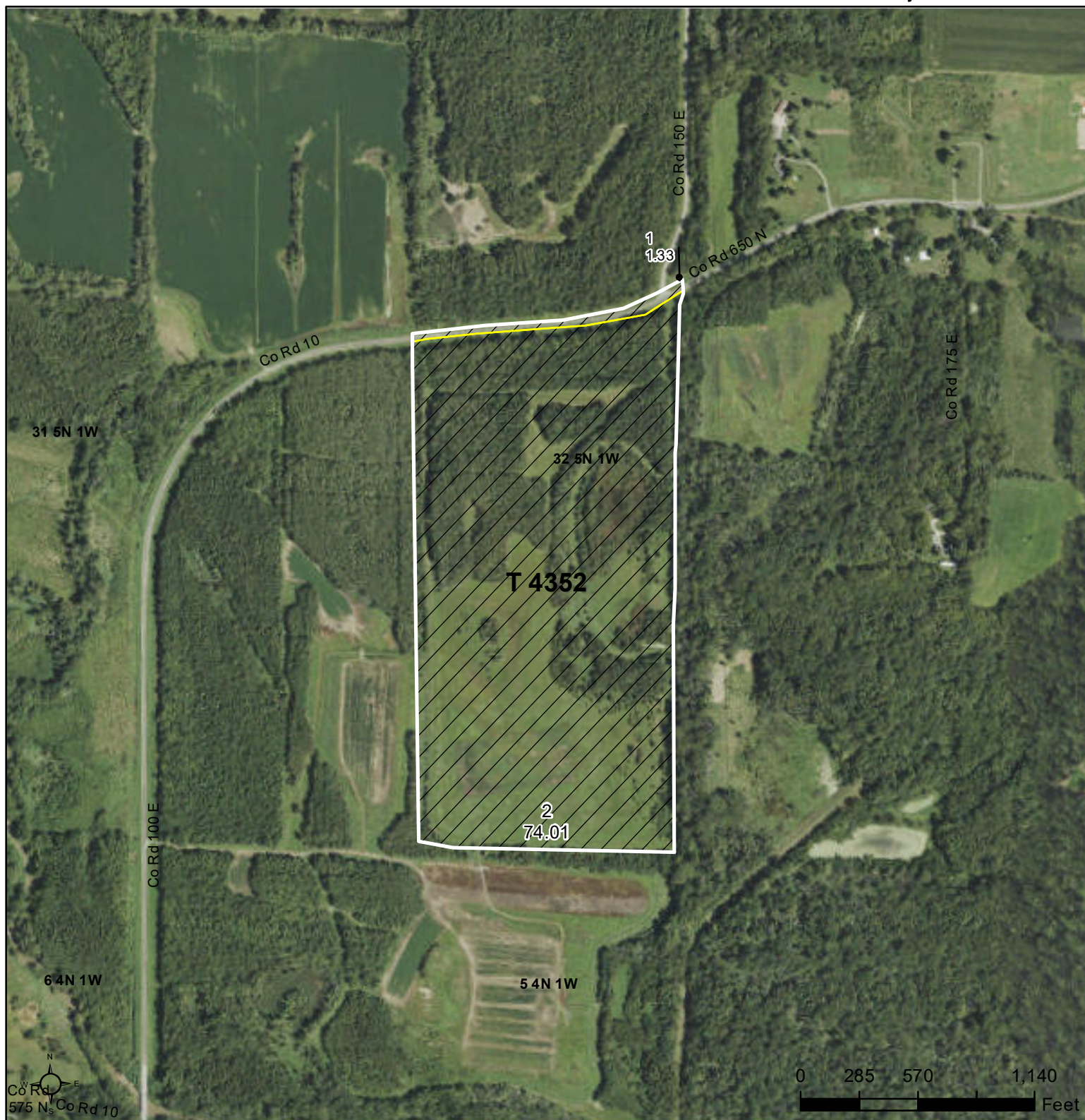
RANCHANDFARMAUCTIONS.COM



United States
Department of
Agriculture

Fayette County, Illinois

Unless Noted: All Cropland = Non-Irrigated
All Wheat = SRW/GR
All Corn = YEL/GR
All Soybeans = COM/GR



Legend

- Tract Boundary
- Non-Cropland
- Cropland
- CRP

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2024 Program Year

Map Created March 22, 2024

Farm **6982**
Tract **4352**

Tract Cropland Total: 0.00 acres

IL051_T4352

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



Abbreviated 156 Farm Record

Operator Name : ARNOLD BEYES

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
75.34	0.00	0.00	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	0.00		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
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NOTES

Tract Number : 4352

Description : N1 2 SEC 32 5N 1W SEMINARY

FSA Physical Location : ILLINOIS/FAYETTE

ANSI Physical Location : ILLINOIS/FAYETTE

BIA Unit Range Number :

HEL Status : HEL determinations not completed for all fields on the tract

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners : ARNOLD BEYES

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
75.34	0.00	0.00	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Abbreviated 156 Farm Record

DCP Crop Data

Tract 4352 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
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NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

960890

STATE OF ILLINOIS
COUNTY OF FAYETTE SS

Filed for record on
7th day of March
1996 at 10:00 o'clock A.M.
Vicki L. & James RECORDER

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

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

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-5A12-4-4053

THIS WARRANTY EASEMENT DEED is made by and between ZELLA NORECE BEYES and ARNOLD BEYES, wife and husband in joint tenancy, of R.R. #2, Box 244, Vandalia, Illinois 62471 (hereafter referred to as the "Landowner"), Grantors, 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 agency of the United States is the Natural Resources Conservation Service (NRCS) of the Department of Agriculture. 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 NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

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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 FIFTY-FOUR THOUSAND DOLLARS (\$54,000.00), the Grantors, 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 56.8 acres of land, more or less, in Fayette 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.

SUBJECT, however, to the following rights outstanding of record, to wit:

- (1) A flowage easement to the United States as set forth in Book 493, Page 614 of the Fayette County, Illinois records; and,
- (2) A Silt Range easement recorded in Book 525 at Page 7 of the Fayette County, Illinois records.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described and depicted on EXHIBIT A which is 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 and depicted on 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 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 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 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 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 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 boundaries, 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 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 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 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.

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 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 4 day of March, 1996.

Witness(es):

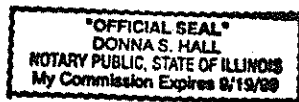
Landowners:

Zella Norece Beyes
ZELLA NORECE BEYES
Arnold Beyes
ARNOLD BEYES

Acknowledgment

STATE OF Illinois)
COUNTY OF Marion) ss

The foregoing instrument was acknowledged before me this 4th day of March, 1996, by ZELLA NORECE BEYES and ARNOLD BEYES, wife and husband.



Donna S. Hall
Notary Public

(NOTARIAL SEAL)

My Commission Expires: 9/19/99

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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.

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.

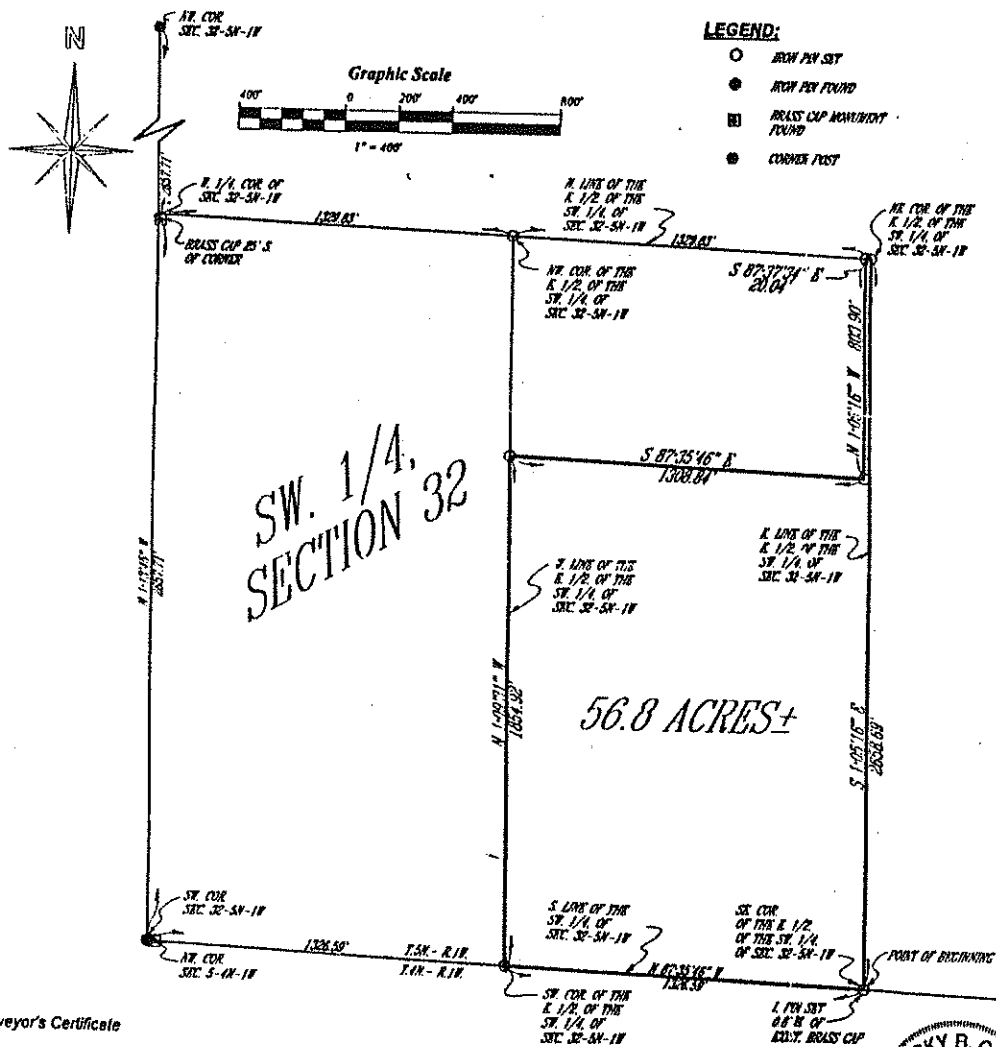
PLAT OF SURVEY

PART OF THE EAST HALF, OF THE SOUTHWEST QUARTER
OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 1 WEST OF
THE THIRD PRINCIPAL MERIDIAN, FAYETTE COUNTY, ILLINOIS

EXHIBIT A

BEGINNING AT A IRON PIN MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE N.87°35'48"W., (BASIS OF BEARINGS ASSUMED) ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1328.89 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE N.1°09'31"W., ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1854.92 FEET, THENCE S.87°35'48"E., PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1308.84 FEET, THENCE N.1°05'16"W., PARALLEL WITH THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 803.90 FEET, TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE S.87°37'34"E., ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 30.04 FEET TO THE NORTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE S.1°08'16"E., ALONG THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2688.69 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED TRACT CONTAINS 56.8 ACRES MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS OF RECORD AND/OR OF EXISTENCE IF ANY.



Surveyor's Certificate

I, Ricky R. Cox, an Illinois Professional Land Surveyor Number 3031, do hereby certify that this plat correctly represents a survey performed by me on November 12, 1995, and the results are hereon shown to the best of my knowledge and belief.

Ricky R. Cox
Ricky R. Cox
Illinois Professional Land Surveyor
Number 3031

NOV. 24, 1995

BASIS OF BEARINGS ASSUMED

JOB NO. 85-11-04 (AROLD BYTES
U.S. DEPT. OF SOIL & CONSERVATION)

SUBJECT TO ANY AND ALL EASEMENTS AND
RESTRICTIONS OF RECORD



RICKY R. COX
ILLINOIS PROFESSIONAL LAND SURVEYOR
1995 NOVEMBER 12
VANDALIA, ILL. 62451
(618) 242-2000

Exhibit A
Page 1 of 1

BOOK 1027 PAGE 239

WRP Conservation Easement Area
Right of Way Access Easement
WRP NRCS Agreement #66-5A12-4-4053
Arnold Beyes, Zella N. Beyes
Fayette County, IL

DESCRIPTION

Access to the WRP easement is by a 20 feet wide easement starting from a county road for a distance of 803.9 feet. The point of entry is at the NE corner of the East 1/2 of the SW 1/4 of the Section 32 5 North - 1 West. The access easement lies along the east side of the above described quarter section and is shown on plot of survey 106 number 95-11-04 which is attached. A photocopy of an aerial photo is attached, showing location of county road and access easement.

EXHIBIT B

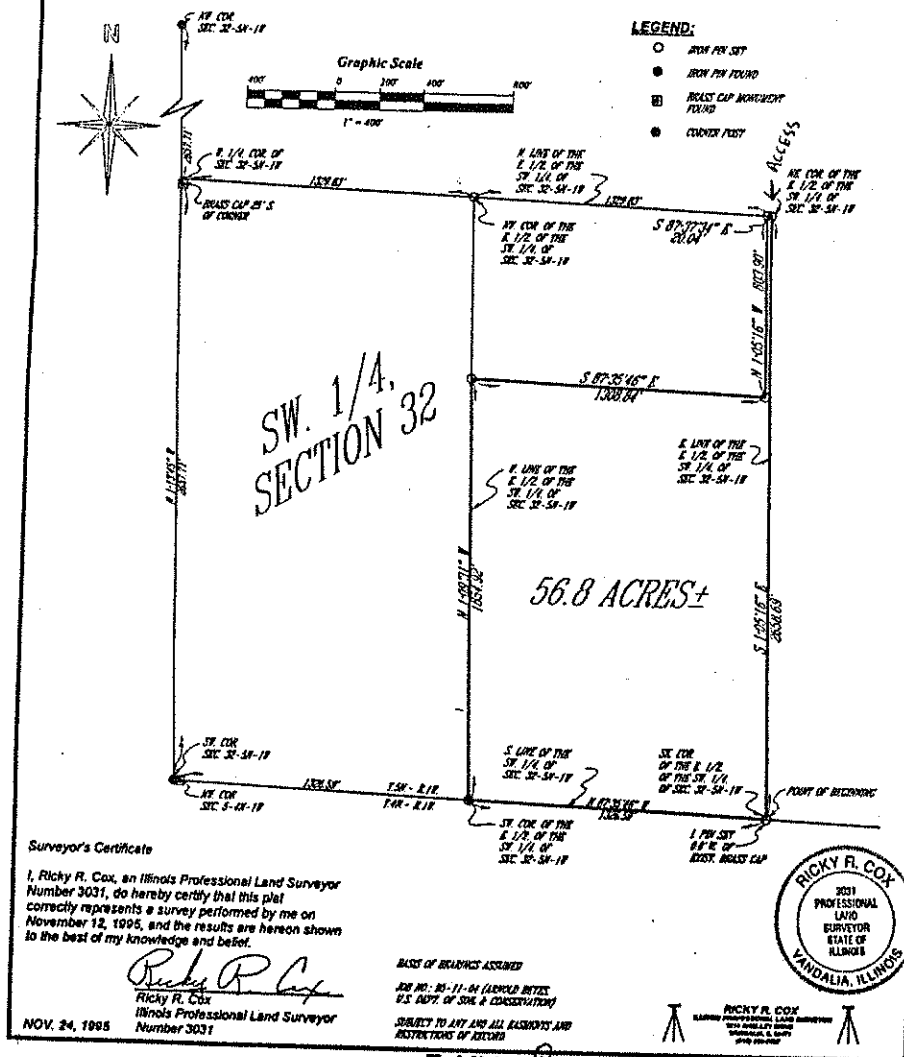
Exhibit B
Page 1 of 3

BOOK 1027 PAGE 240

**PART OF THE EAST HALF, OF THE SOUTHWEST QUARTER
OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 1 WEST OF
THE THIRD PRINCIPAL MERIDIAN, FAYETTE COUNTY, ILLINOIS**

BEGINNING AT A IRON PIN MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE N.87°35'41" W., (BASIS OF BEARINGS ASSUMED) ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1326.59 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A N.1°09'31" W., ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1854.82 FEET, THENCE S.87°35'48" E., PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1308.84 FEET, THENCE N.1°05'18" W., PARALLEL WITH THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 803.90 FEET, TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE S.87°32'21" W., ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 20.04 FEET TO THE NORTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE S.1°05'14" E., ALONG THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2858.89 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED TRACT CONTAINS 56.8 ACRES MORE OR LESS. -

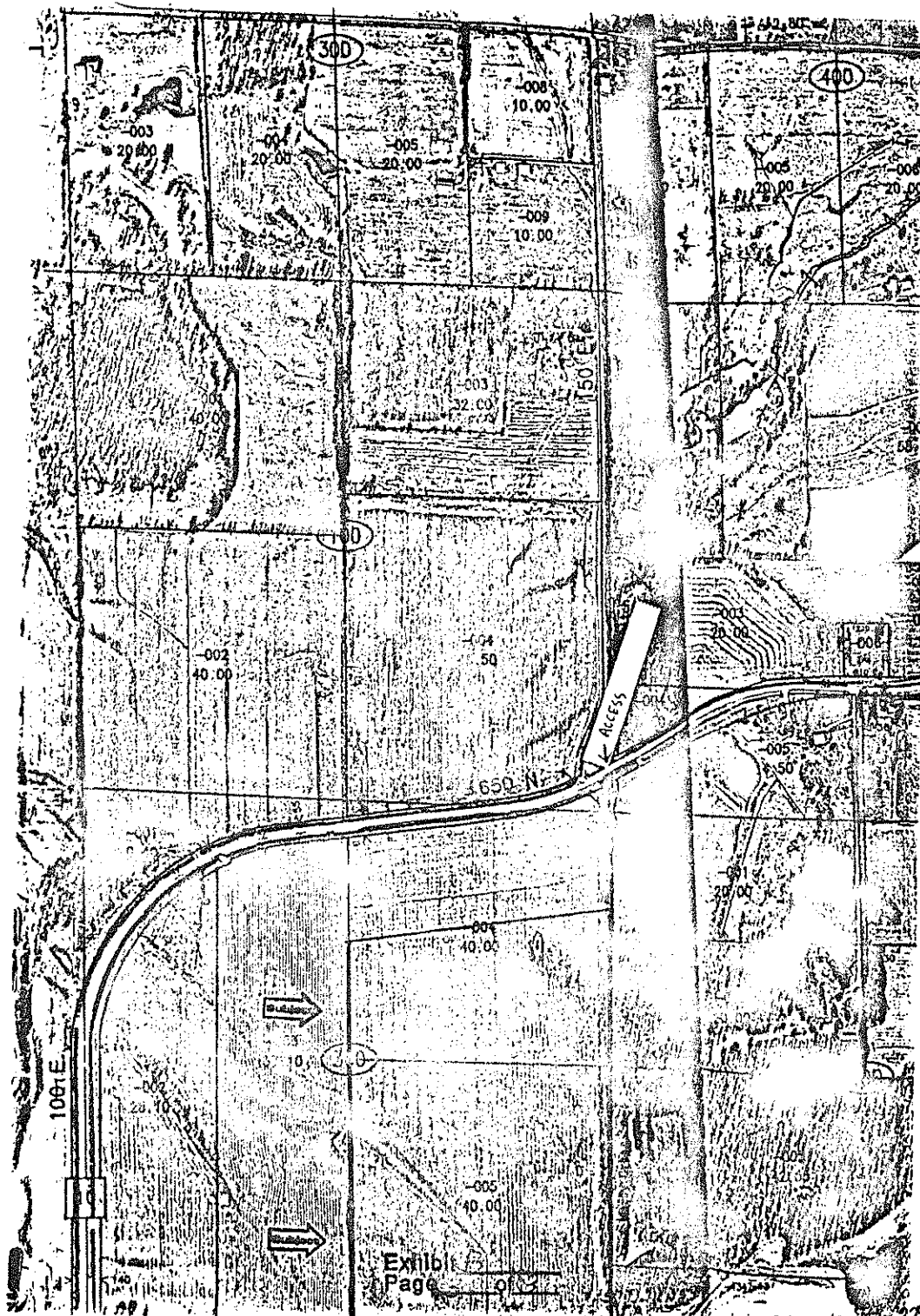
SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS OF RECORD AND/OR OF EXISTENCE IF ANY.



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Exhibit B
Page 2 of 3

BB



962660

STATE OF ILLINOIS
COUNTY OF FAYETTE SS
this 17th day of July 1996 at 9:45 A.M.
Filed for record on
Shelley S. Smith RECORDER

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

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

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-5A12-6-4338

THIS WARRANTY EASEMENT DEED is made by and between ZELLA NORECE BEYES and ARNOLD BEYES, wife and husband, in joint tenancy, of R.R. #2, Box 244, Vandalia, Illinois 62471 (hereafter referred to as the "Landowner"), Grantors, 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 agency of the United States is the Natural Resources Conservation Service (NRCS) of the Department of Agriculture. 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 NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Exempt under the Provisions of
Paragraph B of 35 ILCS 305/4

Buyer, Seller, Agent 10/16/1996
Date

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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 SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500.00), the Grantors, 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 17.7 acres of land, more or less, in Fayette 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.

SUBJECT, however, to a flowage easement recorded in Book 493, Page 614 and a Silt Range easement recorded in Book 525, Page 7 of the Fayette County records.

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 on 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 and depicted generally in EXHIBIT B which is also 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 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 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 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 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 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 boundaries, 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 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 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 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.

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 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 16 day of July, 1996.

Witness(es):

Landowners:

Zella Norece Beyer
ZELLA NORECE BEYES

Arnold Beyer
ARNOLD BEYES

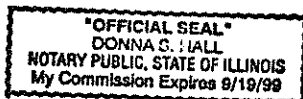
Acknowledgment

STATE OF Illinois)
COUNTY OF Marion) ss

The foregoing instrument was acknowledged before me this 16th day of July, 1996, by ZELLA NORECE BEYES and ARNOLD BEYES, wife and husband, in joint tenancy.

Donna S. Hall

Notary Public



(NOTARIAL SEAL)

My Commission Expires: 9/19/99

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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.

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.

WRP EASEMENT LAND DESCRIPTION**ARNOLD AND ZELLA BEYES****(NRCS #66-5A12-6-4338)****FAYETTE COUNTY, ILLINOIS**

The East half of the Southwest quarter of Section 32, Township 5 North, Range 1 West of the Third Principal Meridian, Fayette County, Illinois, EXCEPT that part North of the South right-of-way line of the County Highway, and EXCEPT the following:

Beginning at a iron pin marking the Southeast corner of the East half of the Southwest quarter of said Section 32, thence North $87^{\circ}35'46''$ West, (Basis of bearings assumed) along the South line of the Southwest quarter of said Section 32, a distance of 1326.59 feet to the Southwest corner of the East half of the Southwest quarter of said Section 32, thence North $1^{\circ}09'31''$ West along the West line of the East half of the Southwest quarter of said Section 32, a distance of 1854.92 feet, thence South $87^{\circ}35'46''$ East, parallel with the South line of the Southwest quarter of said Section 32, a distance of 1308.84 feet, thence North $1^{\circ}05'16''$ West, parallel with the East line of the East half of the Southwest quarter of said Section 32, a distance of 803.90 feet, to the North line of the East half of the Southwest quarter of said Section 32, thence South $87^{\circ}37'34''$ East along the North line of the East half of the Southwest quarter of said Section 32, a distance of 20.04 feet to the Northeast corner of the East half of the Southwest quarter of said Section 32, thence South $1^{\circ}05'16''$ East, along the East line of the East half of the Southwest quarter of said Section 32, a distance of 2658.69 feet to the point of beginning. The herein described tract contains 17.7 acres more or less.

EXHIBIT A

Page 1 of 1

Reviewed by

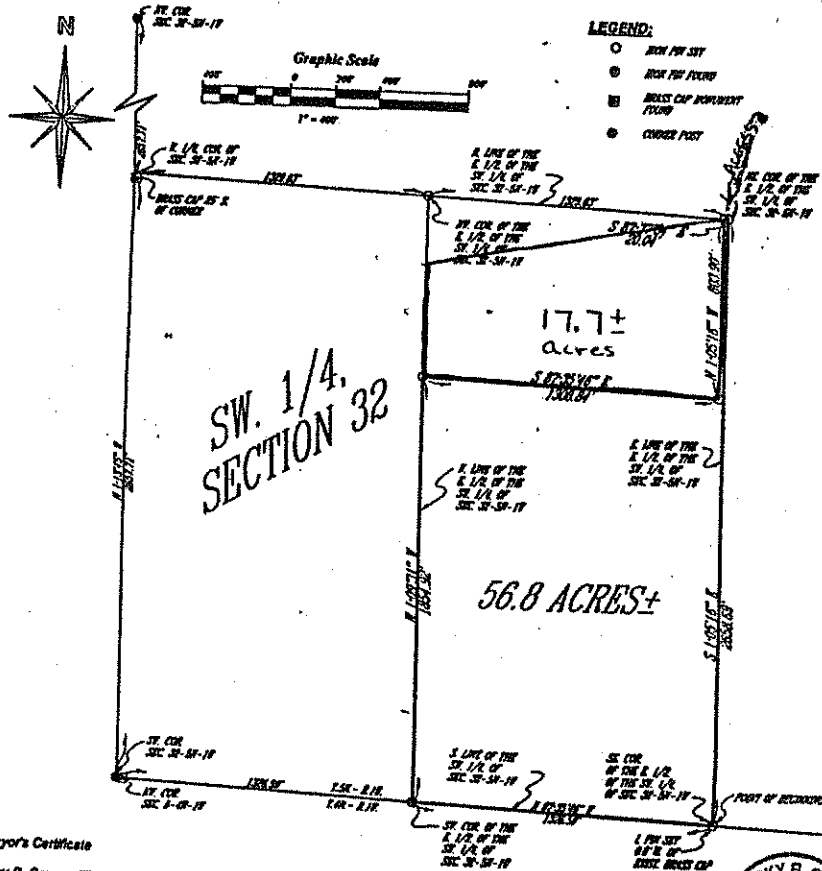
gm
jkBOOK 1044 PAGE 288

PLAN OF SURVEY

PART OF THE $\frac{1}{2}$ HALF, OF THE SOUTHWEST QUARTER
OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 1 WEST OF
THE THIRD PRINCIPAL MERIDIAN, FAYETTE COUNTY, ILLINOIS

BEGINNING AT A IRON PIN MARKING THE SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE N.87°35'41"W, (BASIS OF BEARINGS ASSUMED) ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1328.89 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE N.1°08'31"W, ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1834.92 FEET, THENCE S.87°35'41"E, PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1308.84 FEET, THENCE N.1°08'16"W, PARALLEL WITH THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 803.80 FEET, TO THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE S.87°37'34"E, ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 99.04 FEET TO THE NORTHEAST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, THENCE S.1°08'16"E, ALONG THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2483.89 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED TRACT CONTAINS 66.8 ACRES MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS OF RECORD AND/OR OF EXISTENCE IF ANY.



Surveyor's Certificate

I, Ricky R. Cox, an Illinois Professional Land Surveyor Number 3031, do hereby certify that this plat correctly represents a survey performed by me on November 12, 1995, and the results are hereon shown to the best of my knowledge and belief.

Ricky R. Cox
Ricky R. Cox
Illinois Professional
Land Surveyor
Number 3031

NOV. 24, 1995

ARNOLD AND ZELLA BEYES EASEMENT
#66-5A12-5-4338
EASEMENT AND ACCESS MAP



Exhibit A-1
Page 1 of 1

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DESCRIPTION

WRP CONSERVATION EASEMENT AREA RIGHT OF WAY ACCESS EASEMENT

[WRP NRCS Agreement #66-5F12-6-4338]

[Arnold Beyes, Fayette, Co. IL.]

Located in part of the East 1/2 of the SW 1/4 of Section 32
Township 5 North, Range 1 West, Fayette County, Illinois.

Appurtenant access to the WRP Conservation Easement Area that is described in Exhibit A and depicted on Exhibit A-1, which are attached to this deed is from any point along the following two locations:

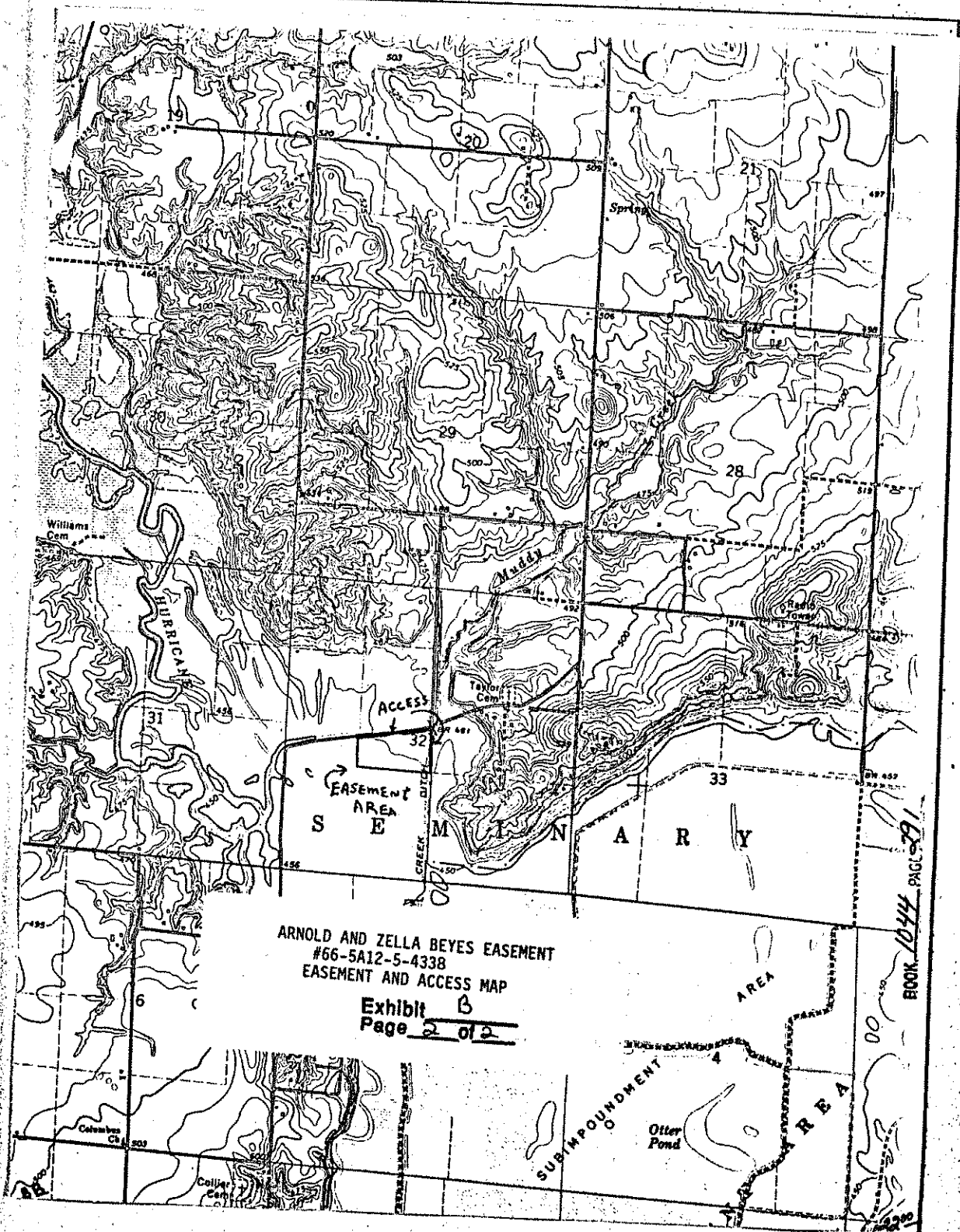
1. A 20 foot wide strip of land along the east boundary of the WRP Conservation Easement area being 10 feet on each side of the centerline commencing from Fayette County Road #10, known locally as the Vandalia-Carlyle County Road, at a point near the northeast corner of the East 1/2 of the SW 1/4 of Section 32 thence extending south along the east boundary of the WRP area a distance of 803 feet more or less.

2. South from any point along the 1329 +/- feet of County Road #10 which road forms the northern boundary of the WRP Easement Area.

EXHIBIT B

Exhibit B
Page 1 of 2

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034631

STATE OF ILLINOIS SS
COUNTY OF FAYETTE

Filed for record on
this 18th day of September
2003 at 9:30 o'clock AM
Terri Braun, RECORDER

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
ST. LOUIS DISTRICT

Consent No. DACW43-3-03-33
Project: Carlyle Lake
Tract No. 1642E

CONSENT TO EASEMENT STRUCTURES

WHEREAS, the United States has acquired a perpetual flowage easement over Tract No. 1642E from George Heeley and Rose Heeley, filed for record on August 1, 1963, and recorded in Deed Book 493, Page 615, in the records of Fayette County, Illinois.

WHEREAS, said easement grants to the United States the right of prior approval for any structure to be located within the easement area, which area is under the administrative control of the District, Corps of Engineers;

WHEREAS, the United States has been requested to give consent for the construction of a wetland development project in Fayette County, Illinois, on Carlyle Lake on the above identified tract; and

NOW THEREFORE, the United States hereby gives consent for the construction of the aforesaid wetland projects as shown on Exhibit "A" attached hereto, which will utilize approximately 90 acre-feet of storage;

PROVIDED HOWEVER, that this consent is subject to the following conditions:

1. All activities conducted on the premises shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.
2. The giving of this consent does not in any way subordinate the United States prior easement rights. The United States shall in no case be liable for any damage or injury to the structures herein consented to, which may be caused by any action of the United States under its easement, or that may result from future operations undertaken by the United States, and no claim or right to compensation shall accrue from such exercise of the United States' easement rights.
3. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the consented activity.

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4. This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the consentee shall obtain such permission as may be required on account of any other existing rights. It is understood that this consent does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

5. Special Conditions:

a. The consentee shall notify the Carlyle Lake Project Office prior to watering and dewatering operation.

b. The primary period for the impoundment of water shall occur between 1 October through the end of February. The secondary period shall occur between 1 March through 30 September.

c. In the event future flooding conditions produce damage to any neighboring ownerships, due to the subject wetlands project, the Government hereby reserves the right to require modifications of, or removal of, any or all of the structures of said wetlands project.

d. All structures shall be maintained in proper working order by the consentee. Repairs shall be required when damages occur. All berms shall be planted to permanent vegetation and maintained to prevent erosion of the structure.

e. Once the consent is approved, Corps of Engineers officials shall conduct during the construction phase, and on an occasional basis throughout the duration of the consent, periodic compliance inspections.

f. This consent shall be recorded with the recorder of deeds in Fayette County, Illinois. A signed and fully executed copy of the record must be provided to this office within sixty (60) days of the execution of this consent by the Government or this consent shall be null and void.

g. That if the above conditions are not met, this consent shall be null and void and all structures of this project must be removed immediately.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 24th day of July 2003.


THOMAS R. HEWLETT
Chief, Real Estate Division
St. Louis District

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THIS CONSENT is also executed by the grantee this 10th day of July 2003.

J. R. Blevins
JON R. BLEVINS

RHONDA J. ARNOLD
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Oct. 3, 2004

REVIEWED FOR TECHNICAL SUFFICIENCY BY:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 10th DAY OF July 20 03
Rhonda J. Arnold
NOTARY PUBLIC FOR STATE OF MISSOURI
MY COMMISSION EXPIRES Oct 03 2004
County of St. Charles
RHONDA J. ARNOLD

Gerald Schutte
GERALD SCHUTTE
U.S. Army Corps of Engineers
1222 Spruce Street
St. Louis, Missouri 63103-2833
314-331-8180

REVIEWED FOR LEGAL SUFFICIENCY BY:

Elizabeth Pitrolo
ELIZABETH PITROLO, Assistant District Counsel
314-331-8192

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NOT TO SCALE
2000 INCHES

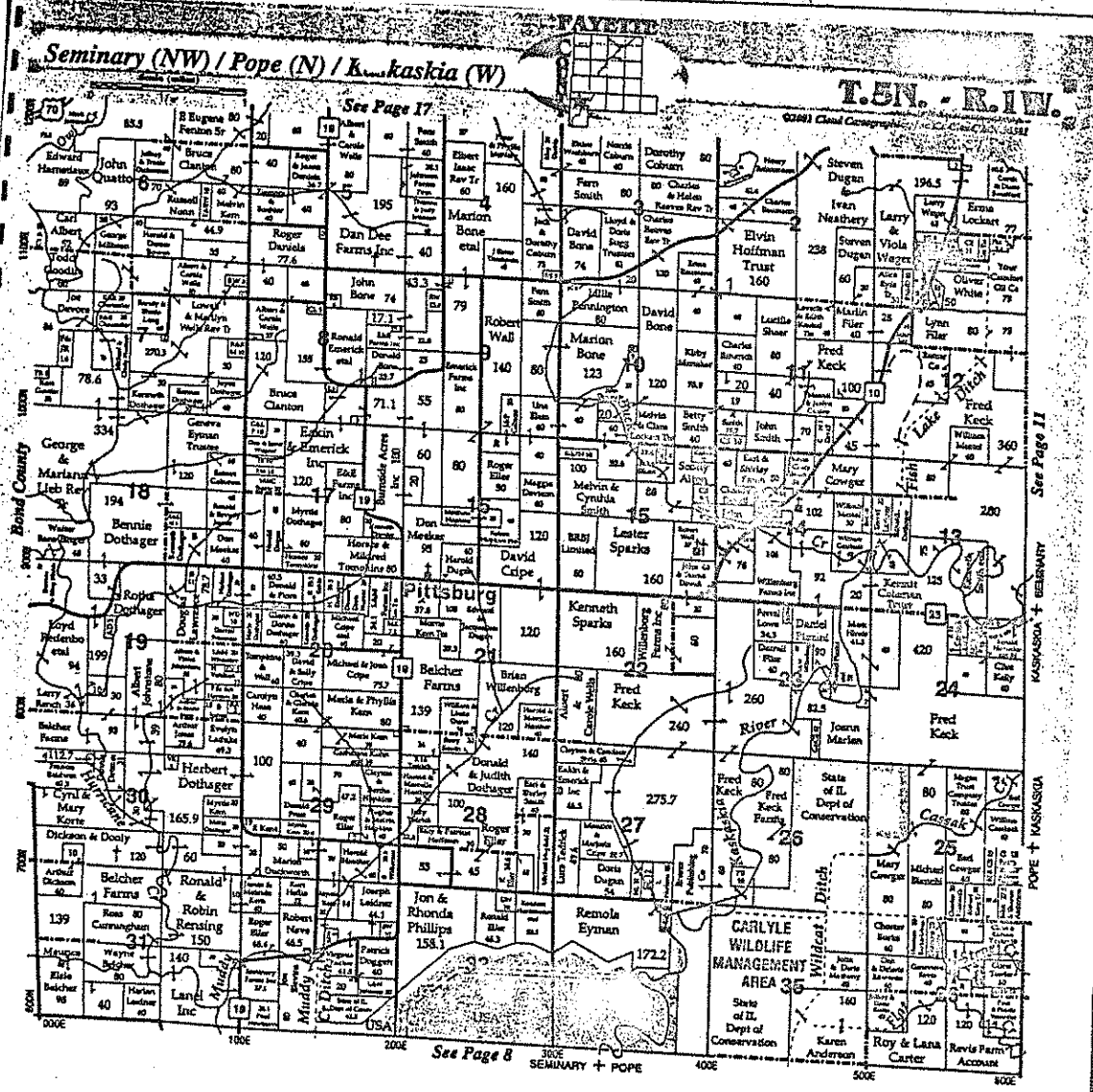
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1465 PAGE 31

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BOOK 1465 PAGE 31



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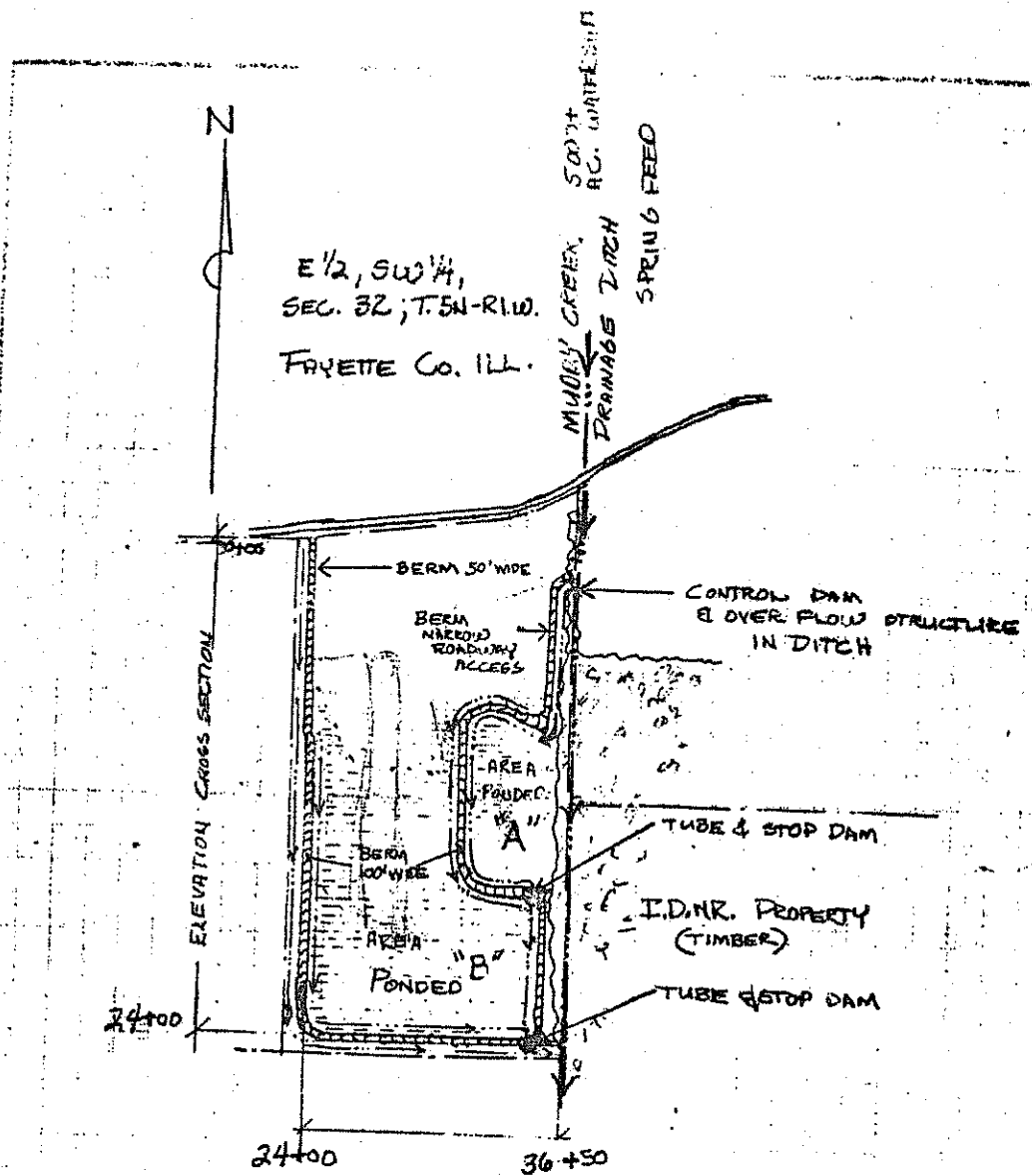
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General Manager

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738 Diamond Pointe Ct
O'Fallon MO 63366-1896

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