

STATE OF ILLINOIS } SS. 05554
COUNTY OF ALEXANDER } NO. 05
THIS INSTRUMENT FILED FOR RECORD
THIS 12 DAY OF July A.D. 20 05
AT 10:00 O'CLOCK AM PM
AND RECORDED IN BOOK 356 PAGE 625
Deanna B. Patton
RECORDER

U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

CCC-1255
6-25-00
OMB No. 0578-0013

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM AGREEMENT NO. 66-5A12-5-1425

THIS WARRANTY EASEMENT DEED is made by and between **SOUTHSIDE HUNTING CLUB, A PARTNERSHIP, PAUL A. MOORE, A PARTNER, DAVID L. PALMER, A PARTNER, CHARLES E. PALMER, A PARTNER, WILLIAM F. CROWELL, A PARTNER**, of P.O. Box 10, New Madrid, Missouri, 63869 (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.

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 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 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.

Consideration, Acreage Description checked VSB
Reservation, Exception, Easement checked VSB

NOW THEREFORE, for and in consideration of the sum of **ONE HUNDRED TWENTY SIX THOUSAND and NO/100 DOLLARS (\$126,000.00)**, the Grantor(s) hereby grant(s) and convey(s) with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in **79** acres, more or less, in **Alexander County**, Illinois, the lands comprising the easement area described in Part I and 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.

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 are 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. Such a right-of-way for access purposes is described in EXHIBIT B which is depicted generally in aforesaid EXHIBIT A-1.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal Law.
- D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- E. Subsurface Resources. The right to oil, gas, minerals and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired

hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 3. dumping refuse, wastes, sewage or other debris;
 4. harvesting wood products;
 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
 6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
 7. building or placing buildings or structures on the easement area;
 8. planting or harvesting any crop;
 9. grazing or allowing livestock on the easement area; and
 10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.
- 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 wetlands, wildlife and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions, the 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, upon a determination by the CCC in the exercise of its discretion and rights, that the proposed use is consistent with 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. 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 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 affect 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.

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 11 day of July, 2005.

Landowner:

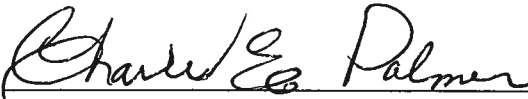
SOUTHSIDE HUNTING CLUB, A PARTNERSHIP.



PAUL A. MOORE, A PARTNER



DAVID L. PALMER, A PARTNER



CHARLES E. PALMER, A PARTNER



WILLIAM F. CROWELL, A PARTNER

ACKNOWLEDGMENT

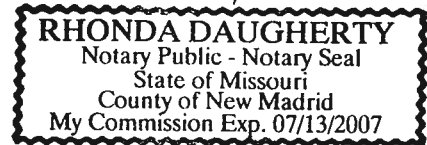
STATE OF Missouri
COUNTY OF New Madrid) ss

On this 8th day of July, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul A. Moore, a partner of the Southside Hunting Club, a partnership, known or proved to me to be the person described in and who executed the foregoing instrument, 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.



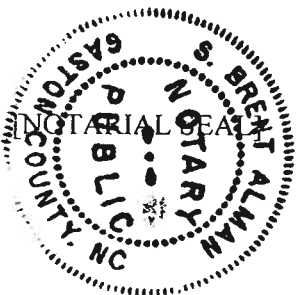
Rhonda Daugherty
NOTARY PUBLIC
My Commission Expires 7-13-07



STATE OF NORTH CAROLINA
COUNTY OF GASTON) ss

On this 27th day of JUNE, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared David L. Palmer, a partner of the Southside Hunting Club, a partnership, known or proved to me to be the person described in and who executed the foregoing instrument, 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.



Brent A. Crum
NOTARY PUBLIC
My Commission Expires 4-28-07

STATE OF Missouri)
COUNTY OF New Madrid) ss

On this 22nd day of June, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles E. Palmer, a partner of the Southside Hunting Club, a partnership, known or proved to me to be the person described in and who executed the foregoing instrument, 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.



NICHOLE TOLLISON
My Commission Expires
February 2, 2007
New Madrid County

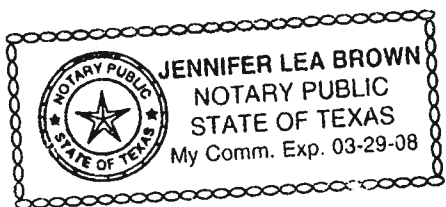
Nichole Tollison
NOTARY PUBLIC
My Commission Expires 2-2-2007

STATE OF TEXAS)
COUNTY OF HARRIS) ss

On this 1 day of JULY, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared William F. Crowell, a partner of the Southside Hunting Club, a partnership, known or proved to me to be the person described in and who executed the foregoing instrument, 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]



Jennifer Lea Brown
NOTARY PUBLIC
My Commission Expires 3-29-08

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

OMB DISCLOSURE STATEMENT

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

NONDISCRIMINATION STATEMENT

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

WRP CONSERVATION EASEMENT AREA
SOUTHSIDE HUNTING CLUB, A PARTNERSHIP

NRCS #66-5A12-5-1425

ALEXANDER COUNTY, ILLINOIS

EASEMENT DESCRIPTION

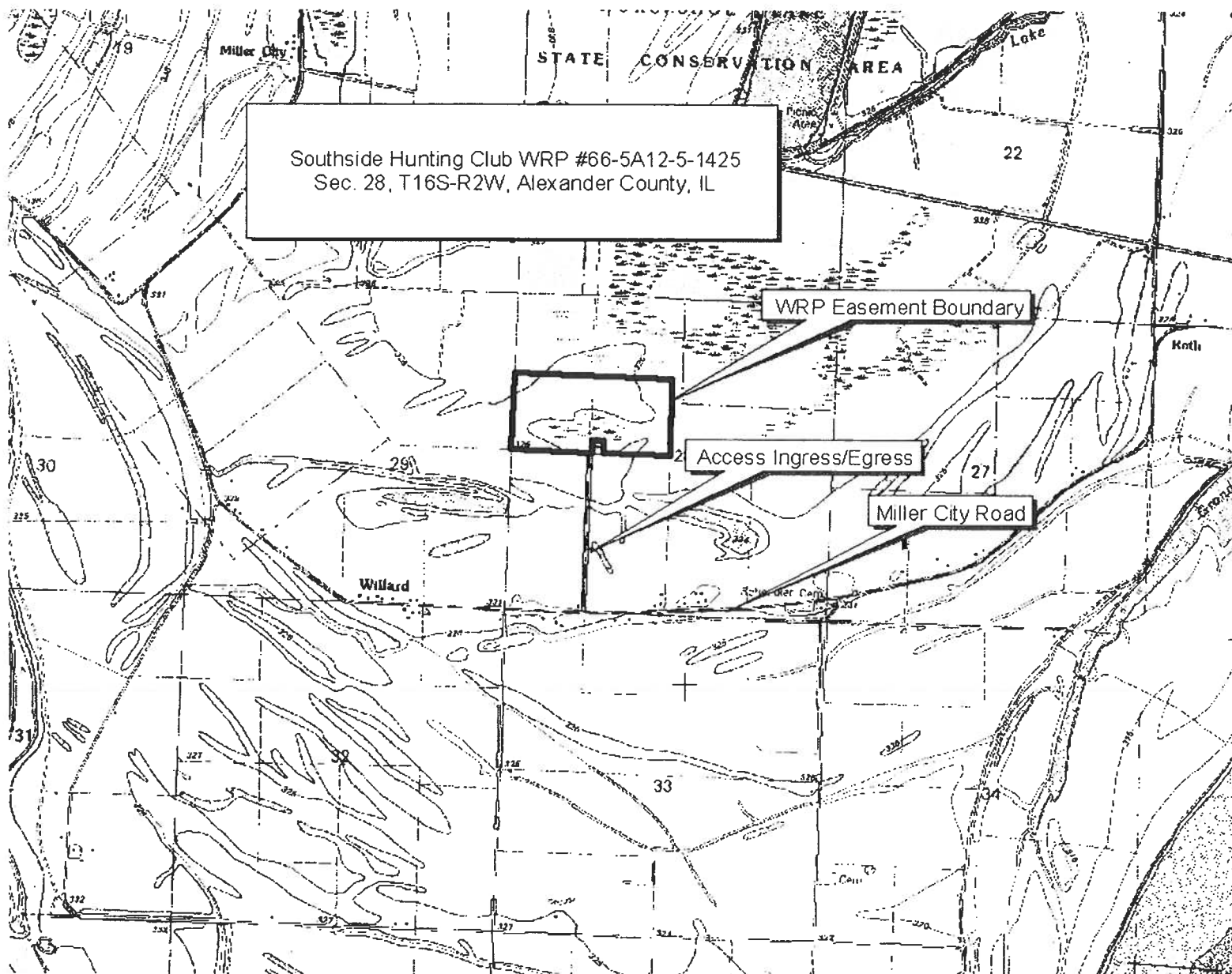
South Half of the Northwest Quarter (NW ¼) of Section 28, Township 16 South, Range 2 West of the Third Principal Meridian,

EXCEPT a parcel of land being a part of the South Half of the Northwest Quarter of Section 28, Township 16 South, Range 2 West of the Third Principal Meridian. Said parcel is part of property described and recorded in Book 275, Page 404 in the Alexander County Court House in the name of Southside Hunting Club, dated March 6, 1991. Said parcel being more particularly described as follows: Commencing at an iron rod found at the Southeast corner of said South Half; thence N 89°25'03" W, 1130.28 feet along the South line of said South Half to an iron rod set; thence N 89°25'03" W, 180.00 feet continuing along said South line to an iron rod found; thence along new lines the following three (3) calls: Thence N 00°34'57"E, 180.00 feet to an iron rod set; thence S 89°25'03" E, 180.00 feet to an iron rod set; thence S 00°34'57" W, 180.00 feet to the point of beginning.

Said parcel to contain 0.744 acres, more or less, per survey by Billy J. Abernathy, IL Professional Land Surveyor No. 3536, dated 2/25/2005.

All situated in the County of Alexander, State of Illinois.

THE WRP EASEMENT AREA CONSISTS OF 79 ACRES, MORE OR LESS



WRP CONSERVATION EASEMENT AREA
SOUTHSIDE HUNTING CLUB, A PARTNERSHIP

NRCS #66-5A12-5-1425

ALEXANDER COUNTY, ILLINOIS

ACCESS DESCRIPTION

A 10 foot wide perpetual easement for the purpose of ingress and egress described as follows:
Beginning at the Southwest corner of the East Half (E1/2) of the Southwest Quarter (SW1/4) of Section 28, Township 16 South, Range 2 West of the Third Principal Meridian, in Alexander County, Illinois; thence East a distance of ten (10) feet along the Southerly line of said East Half of the Southwest Quarter (SW1/4); thence due North at a ninety (90) degree angle to the line last described, on a line parallel to the Westerly line of said East Half of the Southwest Quarter (SW1/4), the entire distance of said East Half of the Southwest Quarter (SW1/4) to the Northerly line of said East Half of the Southwest Quarter (SW1/4); thence West a distance of ten (10) feet along the Northerly line of said East Half of the Southwest Quarter (SW1/4); thence due South, at a ninety (90) degree angle to the line last described, the entire distance of the Westerly side of said East Half of the Southwest Quarter (SW1/4) to the point of beginning.