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Michael Keibman

157823

DEED OF CONSERVATION EASEMENT

STATE OF ILLINOIS as, No. 157823
CASS COUNTY

Filed for record the 28th
day of December A.D. 2009
at 8:30 o'clock A. M. and recorded
in book RR of Map, page 265

Michael C Keibman
COUNTY CLERK & RECORDER

294

RECORD & RETURN TO:
DUCKS UNLIMITED, INC.
ONE WATERFOWL WAY
MEMPHIS, TN 38120

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT (this "Easement") is made as of this 22nd day of December, 2009, by Richardson Farms Inc., an Illinois corporation, with an address of R.R. 3, Box 137 Mt. Sterling, Illinois 62353, (together with his/their/its heirs, personal representatives, successors, and assigns hereinafter collectively referred to as "Grantor"), and WETLANDS AMERICA TRUST, INC., a non-profit corporation organized under the laws of the District of Columbia, One Waterfowl Way, Memphis, Tennessee 38120, "Grantee";

WHEREAS, Grantor is the owner in fee simple of certain real property ("Protected Property") known as Richardson Farms located in Cass County Illinois, which is 426 acres, more or less, and more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the Protected Property consists of natural areas of significant ecological, scenic, and aesthetic value, and has substantial value and potential as open space, and a natural, ecological, and scientific resource; and,

WHEREAS, open space conservation easements serve to protect the scenic, natural, and open space values of properties in a manner that permits continuing private ownership of land while fulfilling public conservation purposes and the public may enjoy scenic views of and across the Protected Property; and

WHEREAS, The Grantee is a non-profit, 501 (c) (3) "qualified conservation organization" as defined in Section 170 (h) of the Internal Revenue Code of 1986, as amended and the regulations thereunder ("the Code") whose purpose is to preserve, enhance, and conserve natural areas for aesthetic, scientific, charitable and educational purposes; and

WHEREAS, the Uniform Conservation Easement Act of 1981 as well as the Illinois Compiled Statutes 765 ILCS 120/0.01 et seq., as amended, permit the creation of conservation easements for the purposes of, among other things, retaining or protecting natural, scenic, historical or open space values of real property, assuring its availability for agricultural, forest, recreational, educational or open space use, protecting natural features and resources, maintaining or enhancing air and water quality or preserving the natural, historical, architectural, archeological or cultural aspects of real property;

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in 26 USC 170 (h) (4) (A) (ii) and Section 170 (h) (4) (A) (ii) of the Internal Revenue Code of 1986, as amended ("the Code"), and in regulations promulgated thereunder by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Grantor to the Grantee of affirmative rights for the protection of the Protected Property; and so as to qualify as a contribution of a "qualified conservation contribution" as that term is defined under Section 170 (h) (2) (C) of the Code.

WHEREAS, by limiting development and use of the Protected Property, protection of the Protected Property will preserve open space pursuant to clearly delineated Federal, State and local government policies and will yield a significant public benefit, and will thereby meet the requirements of Section 170(h)(4)(iii)(II) of the Code; and

WHEREAS, limiting development of the Protected Property will preserve the Protected Property for the scenic enjoyment of the general public, and will yield a significant public benefit, and will thereby meet the requirements of Section 170(h)(4)(iii)(I) of the Code; and

WHEREAS, this Easement will accomplish a number of the factors determining "significant public benefit" under Treas. Reg. Section 1.170A-14(d)(4)(iv); and

WHEREAS, Grantee's purpose is to preserve, enhance, and conserve natural areas for aesthetic, scientific, charitable and educational purposes; and

WHEREAS, the Grantee has the resources to monitor and enforce the restrictions set forth in this Easement; and

WHEREAS, this Easement will serve to support various governmental conservation policies including but not limited to the clearly delineated governmental policy and objectives outlined in the Illinois State Wildlife Action Plan, the North American Waterfowl Management Plan; and

WHEREAS, the Protected Property adjoins both Sanganois State Fish and Wildlife Area and the Illinois River. The Sanganois State Fish and Wildlife Area covers more than 10,000 acres and is the largest tract of publicly owned and naturally occurring wetland habitat in the Illinois River valley. The Protected Property is centrally located within the Middle Illinois River Conservation Opportunity Area, a statewide priority area identified in the Illinois Wildlife Action Plan. The Middle Illinois River also is identified as a target area within the Illinois River Focus Area of the Upper Mississippi River and Great Lakes Region Joint Venture Implementation Plan. The Illinois River itself is a state and national priority area covered by conservation plans developed by the Illinois Department of Natural Resources, U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers.

WHEREAS, the specific Conservation Values of the Protected Property on the date of this Easement are documented in the Baseline Documentation Report ("Report"), a copy of which is on file with both the Grantor and the Grantee (which Report was made available by Grantor to Grantee prior to the date of the Easement). Both parties agree the Report provides an accurate representation of the Protected Property and the condition of the same as of the date of this Easement as required by Treasury Reg. 1.170 A-14 (g) (5), and is intended to serve as an objective informational baseline outlining the Conservation Values present on the Protected Property at the time of this Easement, as well as for monitoring compliance with the terms and conditions of this Easement on at least an annual basis. "Conservation Values" are defined as those characteristics of the Protected Property which exemplify "a relatively natural habitat of fish, wildlife, or plants or similar ecosystem" as that phrase is used in 26 USC 170 (h) (4) (A) (ii) and Section 170 (h) (4) (A) (ii) of the Internal Revenue Code of 1986, as amended ("the Code"), or other particular natural resource perpetually protected for the benefit of the public on the Protected Property.

WHEREAS, Grantor represents that the Protected Property is free and clear of any liens or encumbrances that could have a material adverse effect on this Easement and that as owner of

the Protected Property, Grantor has access thereto, the right to convey to the Grantee, and the right to preserve and protect the Conservation Values of the Protected Property in perpetuity; and

NOW, THEREFORE, the Grantor, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions and restrictions hereinunder set forth and as an absolute and unconditional gift, does hereby freely give, grant, bargain, donate and convey unto the Grantee, and its successors and assigns, the Easement over the Protected Property subject to the covenants, conditions and restrictions hereinafter set forth which will run with the land and burden the Protected Property in perpetuity.

Section I

Section I - Purpose

Purpose. This Easement is granted for the purpose of forever conserving the open space, scenic resources, wildlife habitat, and biological diversity of the Protected Property. The conservation purpose (hereinafter "Purpose") of this Easement is further defined below:

1. wetlands and waterfowl protection;
2. wildlife habitat protection, and ecological value protection;
3. rare and endangered species habitat protection;
4. open space protection;
5. natural communities and biological diversity protection;
6. scenic, scientific, natural, and historical features protection;
7. water quality and riparian values protection including the maintenance of soil quality;
8. to allow compatible outdoor recreational and educational uses;
9. to assure the sustained, natural capacity to support healthy, vigorous native forest and wetland plant growth;
10. the protection of any other characteristic, resource and/or use of the Protected Property that constitute Conservation Values as shown and defined in the Report.

This Purpose is to ensure that the Protected Property will be retained in **perpetuity** predominantly in its natural and scenic condition for conservation purposes to benefit the public and to prevent any use of the Protected Property that would significantly impair or interfere with the Conservation Values of the Protected Property, as defined in the Report, while allowing for

traditional uses on the Protected Property that are compatible with and not destructive of those Conservation Values.

Section II

GRANTEE'S AFFIRMATIVE RIGHTS

Grantee shall have the right to protect the Conservation Values of the Protected Property and to prevent any activity on, or use of the Protected Property that is inconsistent with the Purpose of this Easement and to require the restoration to the condition immediately before such activity or use of any areas or features of the Protected Property that may be damaged by any such inconsistent activity or use.

- 2.1 Right of Entry and Access & Enforcement. The Grantee shall have the right, with prior notice to Grantor, to enter the Protected Property for the purposes of the inspection and protection of the Conservation Values of the Protected Property and to enforce the terms of this Easement. The right of entry and access herein described does not extend to the public or any person or entity other than the Grantee, its agents, employees, successors, and/or assigns. In the event of an emergency and/or any circumstances which may cause immediate harm to the Conservation Values, the Grantee may seek immediate injunctive relief to mitigate such harm.
- 2.2 Value Used as Match. Grantee reserves the right to use this Easement as match for any state, local, or Federal conservation grant. Should it be used for a match for a NAWCA grant, Grantee hereby agrees to be bound by the terms of any NAWCA grant as it relates to the Protected Property, and to obtain the consent of the U.S. Fish and Wildlife Service prior to the conveyance of Grantee's interest therein.
- 2.3 Management Plan. The right of the Grantee at its discretion to develop a management plan for rare or endangered plant or animal species in the event that they are found to exist on the Protected Property and to implement said plan with the permission of the Grantor which permission shall not be unreasonably withheld or delayed. Costs for such a plan shall be paid by Grantee.

Section III

RESTRICTIONS AND COVENANTS

Notwithstanding any provision to the contrary contained in this Easement, the Grantor reserves for itself and its heirs, successors and assigns the "Reserved Rights" set forth in this Section III. The exercise of all Reserved Rights will be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement. Grantor hereby agrees to give written notice to the Grantee prior to exercising the following Reserved Rights, since exercise of these rights may reasonably be expected to have an adverse impact on the Conservation Values being protected:

- a) Subdivision of the Protected Property as defined in paragraph 3.2
- b) construction of any New Structure as defined in paragraph 3.3;
- c) clearing for or construction of any New Road, as defined in paragraph 3.4;
- d) construction of any New Impoundments, and other wetland improvements, as defined in paragraph 3.9;
- e) clearing for wildlife food plots as defined in paragraph 3.10;
- f) conducting a timber harvest, pursuant to paragraph 3.14;
- g) extraction of oil, gas, or minerals pursuant to paragraph 3.16
- h) the exercise of any omitted reserved right that may reasonably be expected to have an adverse impact on the Purpose of this Easement.

3.1 Uses. There shall be no commercial or industrial activity undertaken or allowed on the Protected Property.

3.2 Subdivision. The Protected Property may not be subdivided for the purpose of division of parcels from the whole for residential development or to be sold or transferred in multiple undeveloped parcels, but shall be held by the same owner(s) as a single undivided tract of land. However, neither the Grantor nor the Grantee intend to restrict the conveyance of parcels smaller that will only have a *de minimus* effect on the annual monitoring and stewardship responsibilities of the Grantee outlined in Section II above. Therefore, any conveyance of parcels smaller than the whole is permitted, with prior written consent of the Grantee, for legally necessary purposes that do not negatively affect the Conservation Values of this Easement, such as the minor adjustment of boundaries or consolidation of parcels, so

long as such conveyances are a) accomplished via deed and recorded pursuant to state conveyance regulations; b) are agreed to in writing by the Grantee, which agreement shall not be unreasonably withheld; and c) are subject to the terms and conditions of this Easement and d) language included therein which specifically restricts that parcel or parcels from any development other than as stated in Section III of this Easement.

- 3.3 Structures. There shall be no construction or placing of buildings, bridges, or other structures including, but not limited to, transmission or receiving towers, energy facilities, or water tanks on the Protected Property, however, the Grantor reserves the following rights:
- a) The right to maintain or replace the existing structures at the same location with structures of like size and function as described in the Baseline Documentation Report.
 - b) The right to construct additional ancillary non-residential permanent structures as are customary to like hunting cabins in the area of the Protected Property, including but not limited to equipment sheds, dog kennels, and garages (hereafter "Related Structures"). Additional permitted structures shall also include those structures defined in Section 3.3 (b), (c) and (d) below.
 - c) The right to construct, maintain, repair, replace and relocate duck blinds, deer and turkey stands, gates, bridges, and wildlife observation platforms.
 - d) If necessary for management purposes, the right to construct, repair and maintain new fences within the Protected Property, provided, however, that such new fence construction shall not have a negative affect on the movement of wildlife onto or off of the Protected Property, and shall be subject to the approval of the Grantee, which shall not be unreasonably withheld.
 - e) The Grantor reserves the right to construct an area for the pursuit of the Skeet or Trap shooting sports. The Grantor may construct a Skeet or Trap field or other target "Shooting Area" on the Protected Property. The Shooting Area shall be placed so as to have a minimal impact on the Protected Property, and so as not to impair its Conservation Values. The Shooting Area shall be designed so that no lead projectile is deposited in any wetland. Improvements used to shelter target throwers or other

- accessories shall not be made permanent structures and shall not be considered a New Structure herein. The location of the Shooting Area shall be subject to prior written approval by the Grantee, and such approval shall not be unreasonably withheld.
- f) All new Related Structures shall be constructed within the "building envelope" so as not to impair the Conservation Values of the Protected Property, the intent and Purpose of this Easement and in accordance with applicable law.
 - g) The Grantor reserves the right to construct and maintain wells and septic systems for the existing structures on the Protected Property for Housing Units and Related Structures on the Protected Property. Any new septic drain system must be located a minimum distance of one hundred (100) feet from any wetland, or perennial stream, or in accordance with existing governmental regulations, whichever is the greater distance.
 - h) The right to install, maintain, and replace all necessary utility systems for any existing or New Structures on the Protected Property. At Grantor's election, to bury or otherwise camouflage all utility systems or extensions of the existing utility systems.
- 3.4 Roads. There shall be no building of any new asphalt, concrete or paved roads, nor widening of existing roads. The Grantor reserves (a) the right to maintain and replace existing roads at the same location with roads of like size and composition. (b) The right to construct new roads for the purpose of accessing the Protected Property's structures using permeable materials, road gradient and jurisdictional requirements permitting, (e.g. sand, gravel, crushed stone). Grantor shall use existing roads whenever possible for access to structures. (c) The right to construct new roads for use for all activities permitted under this Easement. Maintenance of roads shall be limited to normal practices for non-paved roads, such as the removal of dead vegetation, necessary pruning or removal of hazardous trees and plants, application of permeable materials necessary to correct erosion, placement of culverts, water control structures, and bridges, and maintenance of roadside ditches.
- 3.5 Leases. The Grantor reserves the right to lease, or grant other less-than-fee interests in all or a portion of the Protected Property for any use permitted to the Grantor under this Easement, provided that such lease or other interest is consistent with and subject

- to the terms of this Easement, and is not of a nature or terms as to constitute an impermissible subdivision of the Protected Property, and no lease or license for hunting or fishing purposes may be for a term longer than one year.
- 3.6 Docks. The right to construct, maintain and replace fixed private docks and associated boat ramps on each of the internal impoundments as shown in the Report, however docks shall be no larger than 200 square feet in size.
- 3.7 Borrow Pit. The right to have one (1) borrow pit not to exceed five (5) acre(s), to provide required fill material for use, such as repairing roads, solely and exclusively on the Protected Property. This right is limited to the extent required under Section 170(h)(5)(B) of the Code for the interest conveyed by this Easement to qualify as a qualified conservation contribution; specifically prohibiting the sale or commercial removal of said fill material for any purpose other than exclusive use on the Protected Property.
- 3.8 Water Resources. (a) The right to develop and maintain those water resources and wetlands on the Protected Property necessary to wildlife, private recreation, farming, and other agricultural uses permitted by this Easement, so long as such development and maintenance does not impair any of the water resources or wetlands existing on the Protected Property at the time of this Easement and shown in the Report and are conducted using Best Management Practices. Permitted activities shall include, but are not limited to, the right to develop, restore and enhance water resources for fisheries and wildlife improvement; and the right to undertake bank stabilization measures and stream and watercourse restoration.
- (b) The right to restore, rebuild, maintain and improve the lake and other impoundments as shown in the Report for fishing and wildlife.
- (c) The right to repair, replace or maintain existing and/or historic wetland impoundments, levees, control gates and water control structures shown in the Report.
- (d) The right to construct new impoundments and water control structures. New impoundments and water control structures shall be subject to prior written approval by the Grantee, and such approval shall not be unreasonably withheld. The impoundments are recognized by both Grantor and Grantee as beneficial to

waterfowl, and other wetland dependent plants and animals. To the greatest extent feasible and practical, management of the impoundments will be carried out in a manner that is conducive to providing feeding and nesting habitat for waterfowl, shorebirds, wading birds and birds of prey.

- 3.9 Clearing and Food Plots. (a) The right to maintain and cultivate existing fields as shown in the Report. (b) The right to maintain and cultivate the wildlife food plots existing on the Protected Property at the time of the execution of this Easement, as shown in the Report. (c) The right to create new wildlife food plots (i) on open lands and spaces existing at the time of the execution of this Easement, as shown in the Report, (ii) in openings resulting from activities permitted pursuant to the Timber Section 3.14 of this Easement, and (iii) along existing roads on the Protected Property. The Grantors may use native and non-native plant species traditionally and commonly used as of or prior to the date of this Easement in the food plots. (d) The right to construct firebreaks as necessary.
- 3.10 Vegetation Maintenance. (a) The right to cut and remove grass or other vegetation, and to perform routine upkeep, maintenance, landscaping, including the planting of trees, shrubs, flowers, and other native and non-native plant species, consistent with the Purpose of this Easement, immediately around any permitted structures on the Protected Property. Subject to other provisions of this Easement, the right to selectively cut, burn, mow and clear trees and vegetation in existing fields for wildlife habitat enhancement and protection. (b) The right to undertake activities for fire protection, road maintenance, tick, fire ant, and mosquito control. All such activities shall be undertaken in order to protect the condition of the Protected Property at the time of this Easement as shown in the Report or to improve the Protected Property for wildlife habitat.
- 3.11 Agrichemicals. The right to use agrichemicals, including, but not limited to, fertilizers, biocides, herbicides and rodenticides, but only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable agricultural and residential activities permitted by the terms of this Easement and applied in accordance with the label instructions. Notwithstanding the

foregoing sentence, no use of agrichemicals will be made if such use would result in (i) contamination of any source of water, (ii) any impairment of any natural ecosystem, process or Conservation Value on the Protected Property.

3.12 Agriculture. Except for the establishment of food plots allowed in Section 3.9 above, there shall be no agricultural activities including but not limited to: horticulture, nursery, aquaculture, crop production, animal husbandry, cattle or other livestock production. Any agricultural activity within the designated food plots must be consistent with the maintenance and enhancement of soil composition, structure and productivity, and may not result in pollution or degradation of any waters or have a detrimental effect upon fish or wildlife, their natural habitat, or upon the natural ecosystem and its process. The Grantor reserves the right to participate in any conservation directed agricultural contracts, programs, or leases offered by any private entity or governmental entity, including but not limited to the United States Department of Agriculture, the United States Department of Interior, the State of Illinois, or any branch thereof. The right to enter into the Conservation Reserve Program, Wetlands Reserve Program, or any other state or federal program existing now, or created in the future for any activity or use permitted in this Easement. Grantor and Grantee recognize that changes in agricultural technologies, including accepted farm and forest management practices may result in an evolution of agricultural activities on the Protected Property. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement, and does not in any way materially impair or interfere with the conservation values of the Protected Property.

3.13 Timber. There shall be no commercial clear-cutting or harvesting of timber on or from the Protected Property, however, the Grantor reserves the right to (a) cut and/or harvest dead or diseased trees and trees that present hazards to persons or property and to clear brush and trim trees affecting structures and residences within the immediate vicinity of same, (b) conduct timber harvest and forest management activities in compliance with the Forest Management Plan prepared by a registered forester utilizing Best Management Practices promulgated by the Grantor its successor and which is approved by both the Grantor and the Grantee. Such Forest

Management Plan may be amended from time to time by the mutual written consent of the Grantor and Grantee.

- 3.14 Environmental Credits and Government Programs. The right to participate in future conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted on the Protected Property under this Easement, including but not limited to the Farm Bill Conservation Programs, the Partners for Wildlife Program, carbon sequestration /greenhouse gas credits, endangered species credits, water quality credits, and ground water credits.
- 3.15 Topography and Minerals. There will be no filling, excavating, dredging, mining, drilling or use of any surface mining method; no removal of topsoil, sand, gravel, rock, peat, minerals, gas, oil, or other hydrocarbon products or other materials; and no change in the topography of the land in any manner except that all minerals, gas, oil and other hydrocarbon rights are reserved by Grantor and not conveyed by this Easement; provided that Grantor reserves to himself, his heirs and assigns and to all predecessors in title, their heirs, grantees, personal representatives and assigns who have reserved or conveyed title to such mineral, gas, oil and other hydrocarbon rights, all interest in minerals, gas, oil and other hydrocarbon products found or to be found in, on or under the Protected Property provided that Grantor shall cause any persons exploring for, developing or extracting minerals, gas, oil or related hydrocarbon products on or under the Protected Property shall insure the following:
- A. No water shall be utilized on the Protected Property which would cause interference with surface water rights of Grantor, the wells and streams which exist on the Protected Property, or other sources of water on the Protected Property, utilized by Grantor for agricultural or residential purposes.
 - B. Whenever possible, access to exploration and/or extraction sites of minerals, gas, oil, or related hydrocarbons products shall be by existing roads.
 - C. Any new road shall conform to the standards of this Easement.
 - D. Any surface disturbance resulting from permitted subsurface exploration or extraction activities shall be restored upon completion to a condition similar or

equivalent to its state prior to the disturbance, by restoring soils and replanting suitable domestic vegetation.

E. Any wastewater resulting from such activities which is of materially poorer quality than the existing water supplies shall be treated so that its quality is substantially equivalent to existing water supplies.

F. There shall be no exploration or extraction of minerals, gas, oil or related hydrocarbons by any surface mining method, within the meaning of Section 170 (h) (5) (B) of the Code and the regulations promulgated thereunder, nor shall there be any exploration or extraction by any surface mining method if such activity would, in the sole judgment of the Grantee, result in the destruction of a significant natural, scenic wildlife habitat, or other conservation attribute of the Protected Property.

G. The Grantor shall provide Grantee with advance written notice at least sixty (60) days prior to engaging in any exploration for or extraction of (or leasing, selling, or otherwise disposing of the rights thereto) minerals, gas, oil and other hydrocarbon products from beneath the Protected Property whether or not such exploration or extraction (or leasing, selling, or otherwise disposing of the rights thereto) could result in any surface disturbance.

- 3.16 Exotics. There shall be no introduction of non-native plant or animal species, however the Grantor reserves the right to introduce those non-native plant or animal species traditionally and prevalently used and only those which do not have a negative affect to the conservation values and Purpose of this Easement.
- 3.17 Hunting and Fishing. The Grantor reserves the right for recreational hunting and fishing on the Protected Property for the Grantor, Grantor's family members and Grantor's guests.
- 3.18 Refuse and Underground Storage Tanks. No portion of the Protected Property shall be used for sanitary landfill, for the installation of any underground storage tanks, for the installation and use of an incinerator for the destruction of waste material or for the dumping, storing, disposal or treatment of refuse, trash, garbage, rubbish, junk, ashes, or hazardous substances or waste, other than as permitted in Section 3.7 above.

- 3.19 Pollutants. There shall be no release, generation, treatment, disposal, or abandonment on the Protected Property of a substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment.
- 3.20 Signs. There shall be no construction or placing of commercial signs, billboards, or any advertising materials of any sort on the Protected Property. Signs indicating and identifying occupancy, directional signs, protection and dedication signs and no-hunting signs shall be permitted. If "No Trespassing" signs are posted, they must contain the public access language contained in Section 4.4.
- 3.21 Nuisance Animals. The right to control nuisance animals, including, but not limited to, coyote, armadillo, beaver, and nutria, by the appropriate use of legal control techniques according to local, state and federal laws and regulations customarily in use in the area at the time of occurrence of the problem. Where possible, all measures used for such control will be limited in their application to specific animals which have caused damage to livestock or other wildlife including, without limitation, endangered or threatened species of birds or wildlife, or to other property; provided, however, that if it is not possible to identify a specific predator or problem animal or when historic data indicates that a sufficient threat exists, Grantor may use appropriate preventive control techniques, such as the use of explosives for the removal of beaver dams. Grantor shall have the right to control rodents by any available lawful means which Grantor, in its sole discretion, desires to employ, so long as the intent and Purpose of this Easement is maintained.
- 3.22 Use Inconsistent with Purpose. The parties recognize that this Easement cannot address every circumstance that may arise in the future. The Grantor has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Purpose of this Easement. Any use or activity not reserved in Section III which is inconsistent with the Purpose of this Easement or which materially threatens the Purpose of this Easement is prohibited. In the event that there is a dispute between the Grantor and the Grantee as to whether or not an activity

or use is prohibited under this Section 3.22, the parties will arbitrate the matter in accordance with the provisions of Section 4.19 of this Easement.

Section IV

GENERAL COVENANTS

- 4.1 Baseline Documentation Report. The specific conservation values of the Protected Property on the date of this Easement are documented in the Baseline Documentation Report ("Report"), dated November 10, 2009, a copy of which is on file with both the Grantor and the Grantee. Both parties agree the Report provides an accurate representation of the Protected Property and the condition of the same as of the date of this Easement as required by Treasury Reg. 1.170 A-14 (g) (5), and is intended to serve as an objective informational baseline for monitoring compliance with the terms of this Easement, and may include:
- A. The appropriate survey maps from the United States Geological Survey, showing the property line of the Protected Property and other contiguous or nearby protected areas;
 - B. A map of the area drawn to scale showing all existing man-made improvements or incursions (such as roads, buildings, fences, or gravel pits), vegetation and identification of flora and fauna (including, for example, rare species locations, animal breeding and roosting areas, and migration routes), land use history (including present uses and recent past disturbances), and distinct natural features (such as large trees and aquatic areas);
 - C. An aerial photograph of the Protected Property at an appropriate scale taken as close as possible to the date the donation is made; and
 - D. On-site photographs taken at appropriate locations on the Protected Property; and other documentation possessed (at present or in the future) by the Grantor which the Grantor shall make available to the Grantee, its successors and assigns, which documentation establishes the conditions of the Protected Property at the date of this Easement as required by Treasury Reg. 1.170A-14 (g) (5). The parties intend that the Report shall be used by Grantee to monitor Grantor's future uses of the Protected Property and practices thereon. The parties further agree that, in the event a controversy

arises with respect to the condition of the Protected Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy.

- 4.2 Cost of Ownership. Grantor, his heirs, successors, and assigns, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. This includes the payment of any and all real estate taxes or assessments levied on the Protected Property by authorized local, county, state or federal officials. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement. Nothing in this Easement shall be construed as giving rise, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the corresponding state statutes.
- 4.3 Indemnification. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee as well as Ducks Unlimited, Inc., its members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitations, CERCLA and the corresponding state statutes by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Protected

Property; and (3) the presence or release in, on, from, or about the Protected Property, at any time, or any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

- 4.4 Public Access. The general public may use this property to access the Sanganois State Fish and Wildlife Area or for passive wildlife viewing from January 1st to August 31st every year. Public access is not intended from September 1st to January 1st each year.
- 4.5 Subsequent Conveyances. The Grantor shall include reference to all terms and conditions of this Easement in any subsequent deed, or legal instrument by which the Grantor divests itself of either the fee simple in all or part of the Protected Property, or its possessory interest in any portion of the Protected Property. The Grantor shall notify the Grantee in writing of any changes in ownership, transfer of title or other conveyance of the Protected Property and shall provide a copy of the Report to the new owner.
- 4.6 Subsequent Liens. No provision of this Easement should be construed as impairing the ability of the Grantor to use this Protected Property as collateral for a subsequent monetary loan or other form of borrowing.
- 4.7 Notices/Approvals. Any notices or approval requests required in this Easement will be sent by registered or certified mail, or commercial overnight carrier, to the following addresses below or to such address as may be hereafter specified by notice in writing.

GRANTEE

Wetlands America Trust, Inc.
One Waterfowl Way
Memphis, TN 38120-2351
Attn.: Chief Operating Officer

With copy to:
Ducks Unlimited
Great Lakes/Atlantic Regional Office

1220 Eisenhower Place
Ann Arbor, MI 48108

GRANTOR:

Tim Richardson
R.R. 3, Box 137
Mt. Sterling, IL 62353

- 4.8 Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.
- 4.9 Perpetuity. The burdens of this Easement will run with the Protected Property and will be enforceable against the Grantor and all future owners in perpetuity during the period of such ownership.
- 4.10 Assignment by Grantee. The benefits of this Easement shall be in gross and shall be assignable by the Grantee, only upon the following conditions: (i) the Grantee must require that the Purpose of this Easement continues to be carried out, and (ii) the assignee, at the time of the assignment, must qualify under Section 170 (h) of the Code, and applicable regulations thereunder, and under Illinois law and must be eligible to receive this Easement directly. In the event Grantee ceases to exist or exists but no longer as a tax exempt, non-profit organization, qualified under Section 501 (c) (3) of the Code, this Easement shall automatically become vested in a tax exempt, non-profit organization qualified under Section 501 (c) (3) and 170 (h) (3) of the Code and which has experience in holding similar conservation easements as designated by the then owner of the Protected Property.

In any assignment of this Easement by the Grantee, the Grantee agrees to give preference to Ducks Unlimited, Inc., a not-for-profit corporation organized under the laws of the District of Columbia, One Waterfowl Way, Memphis, Tennessee 38120, if Ducks Unlimited, Inc., at the time of the assignment, is still a "qualified organization" as described in the above paragraph.

- 4.11 Judicial Extinguishment. If a subsequent, unexpected change in the conditions of the Protected Property or the surrounding property, make impossible or impractical the continued use of the Protected Property for conservation purposes, the Easement shall be extinguished by judicial proceeding and all the Grantee's proceeds, if any, from a subsequent sale or exchange of the Protected Property shall be used for conservation purposes.
- 4.12 Limitations on Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Servitude can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of the Servitude, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Protected Property, as such percentage interests are determined under the provisions of Section 4.13, adjusted, if necessary, to reflect a partial termination or extinguishment of the Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's corporate purposes as of the effective date of the Easement.
- 4.13 Percentage Interests. For purposes of this paragraph, the parties hereto stipulate that as of the effective date of this Easement, the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this Easement to the value of the Protected Property, without deduction for the value of the Easement, on the effective date of this Easement. The values on the effective date of this Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this

Easement, pursuant to Section 170(h) of the Code. For purposes of this paragraph, the ratio (as finally determined in accordance with the preceding sentence) of the value of the Easement in proportion to the value of the Protected Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant (except to reflect any such amendment).

- 4.14 Eminent Domain/Condemnation. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Easement, Grantor shall take appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. The net proceeds (including, for purposes of this section, proceeds from any lawful sale of the Protected Property unencumbered by the restrictions hereunder) will be distributed between the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Protected Property on the date of the execution of this Easement. The Grantee shall use its share of the net proceeds for conservation purposes.
- 4.15 Amendments. This Easement shall not be amended, modified, or terminated except in writing in a document signed by Grantor and Grantee. No amendment shall be allowed that would adversely affect the qualifications of this Easement as a charitable gift or the status of the Grantee under any applicable laws, including Section 170 (h) of the Code or the laws of Illinois. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall not permit additional development other than development permitted by this Easement on its effective date, and shall not permit any impairment of the significant conservation values of the Protected Property. Any such amendment shall be recorded in the land records of Cass County, Illinois. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment.
- 4.16 Notice of Breach, Enforcement, and Grantee's Remedies. Grantee has the right to enforce this Easement by proceedings in law and in equity, including without limitation the right to require the restoration of the Protected Property to a condition existing immediately prior to the violation complained of in compliance herewith. If Grantee

determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose herein, to restore the portion of the Protected Property so injured to the condition existing immediately prior to the violation complained of. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages, costs, and attorney's fees, or to require the restoration of the Protected Property to the condition that existed immediately prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Servitude, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in

equity. Nothing herein shall be construed to entitle Grantee to institute any proceedings against Grantor for any changes to the Protected Property due to causes beyond Grantor's control such as changes occurring due to natural causes or unauthorized wrongful acts of third parties.

- 4.18 Waiver of Rights. Grantec, its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with this Easement by any prior failure to act. The rights hereby granted will be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Easement.
- 4.19 Arbitration. In the event of a disagreement between the Grantor and the Grantee as to whether or not a use or activity violates Section 3.22 (hereinafter "Arbitration Issue"), the Arbitration Issue will be resolved by a committee made up of three (3) individuals who have reasonable experience with conservation easements and land use of similar properties. One individual will be selected by Grantor, one individual will be selected by the Grantee and the other individual will be selected by the two individuals selected by Grantor and Grantee. The three (3) individuals (hereinafter "Committee") will determine by majority vote the Arbitration Issue. The Committee shall follow the procedural rules established by the American Arbitration Association. The decision of the Committee will be binding on the Grantor and the Grantee.
- 4.20 Warranty of Title. Grantor hereby warrants and represents that the Grantor is seized of the Protected Property in fee simple and has the right to grant and convey this Easement in perpetuity, that the Protected Property is free and clear of any and all encumbrances, except easements of record and prescriptive easements, purchase money mortgages, and mineral right reservations, if any, and that the Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.
- 4.21 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of Illinois.
- 4.22 Filing and Non-merger. The Grantor shall file this instrument and any amendment in the official land records as soon as is practicable after all signatures have been obtained and the Grantee may re-file it and any amendments to the Easement at any time as may be

required to preserve its rights in this Easement. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Deed of Conservation Easement, unless the parties expressly state that they intend a merger of estates or interests to occur.

- 4.23 No Extinguishment Through Merger. Grantor and Grantee herein agree that should Grantee (or any successor Grantee) come to own all or a portion of the fee interest in the Protected Property, (i) said Grantee as successor in title to Grantor shall observe and be bound by the obligations of Grantor and the restrictions imposed upon the Protected Property by this Easement; (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) said Grantee as promptly as practicable shall assign the Grantee interests in this Easement of record to another holder in conformity with the requirements of this Section. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Section, and shall contain language necessary to continue it in force.
- 4.24 Recording and Re-Recording. The Grantor shall record this instrument and any amendment in the official land records as soon as is practicable after all signatures have been obtained and the Grantee may re-record it and any amendments to the Easement at any time as may be required to preserve its rights in this Easement.
- 4.25 Entire Agreement and Counterparts. This instrument sets forth the entire agreement of the parties with respect to the Easement and supercedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. This Easement may be executed in multiple counterparts. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 4.15.
- 4.26 LEGAL, TAX, AND OTHER ADVICE. GRANTOR REPRESENTS THAT IT HAS CONSULTED GRANTOR'S ATTORNEY, ACCOUNTANT, AND OTHER APPROPRIATE EXPERTS FOR ADVICE RELATING TO THIS CONSERVATION EASEMENT AND ANY POTENTIAL TAX BENEFITS THAT MAY INURE TO GRANTOR IN CONNECTION WITH THIS EASEMENT. GRANTEE REPRESENTS

THAT GRANTOR HAS RECEIVED NO GOODS OR SERVICES IN EXCHANGE FOR THIS EASEMENT. GRANTOR WARRANTS, REPRESENTS AND AGREES THAT GRANTEE HAS MADE NO WARRANTY OR REPRESENTATION RELATING TO (A) THE VALUE OF THE PROPERTY OR METHODOLOGY OR TECHNIQUES USED OR USEFUL IN ASCERTAINING OR APPRAISING THE VALUE OF THE PROPERTY (EITHER BEFORE OR AFTER THE GRANTING OF THIS CONSERVATION EASEMENT), (B) ANY ENTITLEMENT TO TAX BENEFITS BY GRANTOR OR THE AMOUNT OF ANY SUCH BENEFITS, OR (C) WHETHER THE CONVEYANCE BY GRANTOR OF THIS CONSERVATION EASEMENT CONSTITUTES A "QUALIFIED CONSERVATION CONTRIBUTION," AS SUCH TERM IS DEFINED IN SECTION 170(H) OF THE CODE.

TO HAVE AND TO HOLD this Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or equity, either in possession or expectancy, for the proper use and benefit of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has set his hand and seal on this 22nd day of December, 2009 and the Grantee has caused this Easement to be signed by its Assistant Secretary.

SIGNED, SEALED AND

DELIVERED IN THE PRESENCE OF: GRANTOR:

RICHARDSON FARM OUTFITTERS, INC.

BY: [Signature]

Timothy J. Richardson

ITS: Vice President

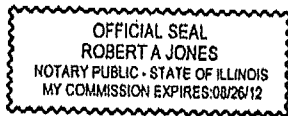
State of Illinois

County of Schuyler

On this the 22nd day of December, 2009, before me Robert A Jones, the undersigned officer, personally appeared Timothy J. Richardson, who acknowledged himself to be the Vice-President of Richardson Farm Outfitters, Inc., an Illinois Corporation, and that he as such Timothy J. Richardson, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Richardson Farm Outfitters, Inc., by himself as Vice President.

In witness whereof I hereunto set my hand and official seal.

[Signature]
Notary Public



Continuation of Signature Page
Conservation Easement
Grantee's Signature

GRANTEE:
WETLANDS AMERICA TRUST, INC.

By: *Randy L. Graves*
Randy L. Graves
Its: Assistant Secretary

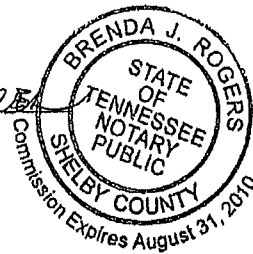
State of TENNESSEE)

County of SHELBY)

On this the 14th day of December, 2009, before me
Brenda J Rogers, the undersigned officer, personally appeared Randy L. Graves, who acknowledged himself to be the Assistant Secretary of Wetlands America Trust, Inc., a corporation, and that he as such Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Assistant Secretary.

In witness whereof I hereunto set my hand and official seal.

Brenda J Rogers
Notary Public



CONSERVATION EASEMENT
EXHIBIT 'A'

Tract I: The Northwest Quarter of the Northwest Quarter of Section 8; The Fractional East Half of the Northeast Quarter of Section 7, excluding all land north of the levee, all of the above in Township 19 North, Range 11 West of the Third Principal Meridian, situated in the County of Cass and State of Illinois.

Tract III: The Northeast Quarter of Section 18; also, the fractional Northwest Quarter of Section 18; also, the fractional West half of Section 7; also, the East one-half of the South one-half of Section 7; also, the South one-half of the Northwest Quarter of the Southwest Quarter of Section 18, containing in all 632 acres, more or less, also all that part of the North Half of the Southwest Quarter of Section 18, lying East of Sangamon Lake, being Lots 6, 7, and all of the above real estate lying and being in Township 19 North, Range 11 West of the Third Principal Meridian, situated in the County of Cass and State of Illinois.

EXCEPT THE FOLLOWING TWO PARCELS:

Parcel I: A part of the Northeast Quarter of 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 21'24" 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 22'30" East 84.75 feet to a set 5/8" x 30" rod; thence bearing North 59 degrees 53'04" East 107.10 feet to a set 5/8" x 30" rod; thence bearing North 37 degrees 58'53" East 172.96 feet to a set 5/8" x 30" rod; thence bearing North 34 degrees 16'32" East 585.74 feet; thence bearing North 57 degrees 24'48" East 362.81 feet to a set 5/8" x 30" rod; thence leaving said visible high water mark bearing North 38 degrees 15'23" 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 49'18" East 489.30 feet; thence along a curve concave to the Southwest, said curve having a chord bearing of South 38 degrees 37'08" 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 31'30" East 216.76 feet; thence along a curve concave to the Northeast, said curve having chord bearing of South 65 degrees 41'01" 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 51'57" East 179.79 feet; thence bearing North 59 degrees 40'08" East 965.68 feet; thence North 69 degrees 29'58" East 417.94 feet; thence bearing North 27 degrees 44'45" East 555.37 feet; thence bearing North 38 degrees 11'03" East 422.23 feet; thence bearing North 47 degrees 49'17" East 168.04 feet; thence bearing North 66 degrees 28'27" East

125.78 feet; thence along a curve concave to the Northwest, said curve having a chord bearing of North 49 degrees 25'36" 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 24'39" East 309.88 feet; thence bearing North 29 degrees 40'58" East 349.72 feet; thence bearing North 07 degrees 14'05" East 326.01 feet; thence bearing North 13 degrees 52'07" East 221.67 feet; thence bearing North 35 degrees 55'31" East 357.05 feet; thence bearing North 03 degrees 24'52" East 496.84 feet; thence bearing North 11 degrees 38'34" East 255.59 feet; thence bearing North 22 degrees 44'16" East 281.63 feet; thence bearing North 10 degrees 36'18" East 301.93 feet, thence bearing North 02 degrees 50'27" East 166.57 feet; thence bearing North 04 degrees 39'29" 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 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 38'22" 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.
Parcel II: A part of the Southwest Quarter of Section 18, Township 19 North, Range 11 West of the Third Principal Meridian, Cass County, Illinois, more particularly described as follows: The Southwest Quarter of said Section 18, except Lot 14, known as Sugar Island per School Trustee's Plat recorded in Volume "B" of Mortgages, Page 208, at the Cass County Recorder's Office.

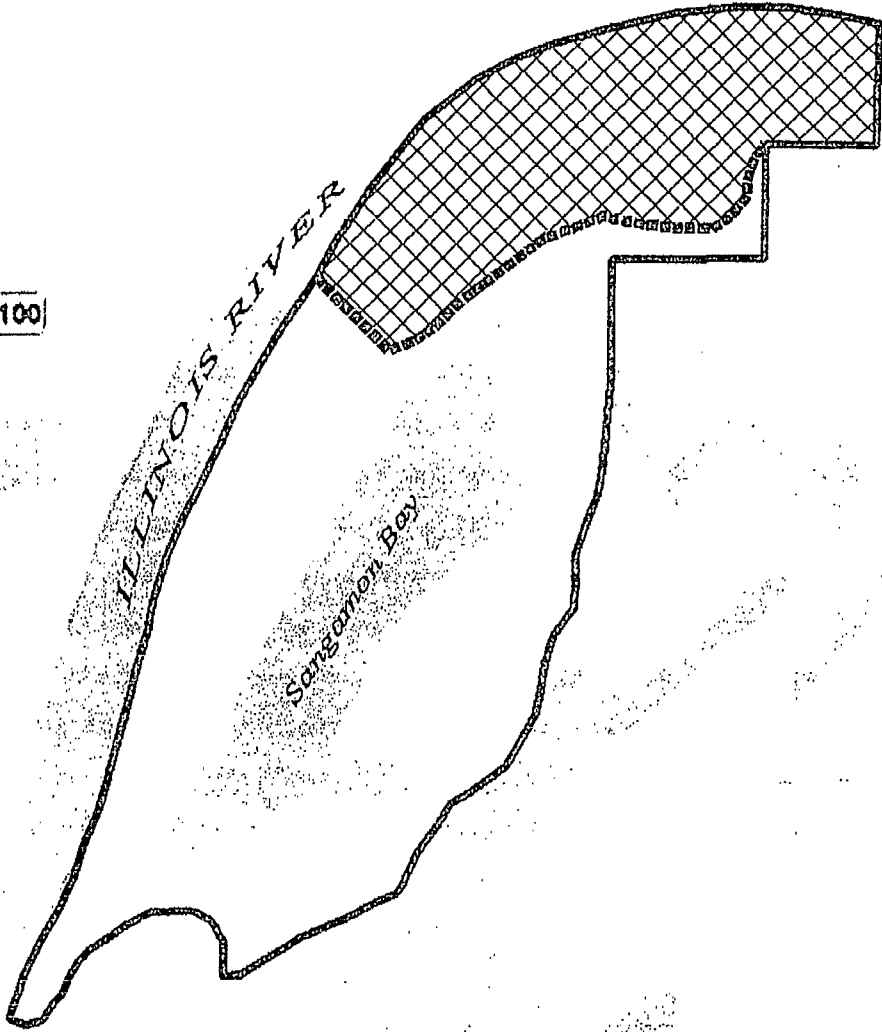
The conservation easement described in this legal description is not intended to overlay or otherwise extinguish an existing WRP Easement held by NRCS which encumbers those portions of tax parcels 04-00-006-00 and 04-040-008-00 that are north of the levee and described as follows:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8;
The West 10 acres of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8;
The fractional East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 7;
The fractional West part of the Northeast $\frac{1}{4}$ of Section 7;
The fractional Southeast part of the Southeast $\frac{1}{4}$ of Section 6;
The fractional Southwest $\frac{1}{4}$ 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 B
Sangamon Bay Easement
Cass County, IL

7th St
 6th St
 5th St
 4th St
 Wabul St
 Browning

100



Created by Ducks Unlimited, Inc.
 12/14/2009
 Not to scale and not intended to
 be used as a survey

0 250 500 1,000
 Yards

Levee
 Excluded Area
 Property Boundary



177897

When Recorded Mail to:
Drey Cooley, Esq.
Capes Sokol Goodman & Sarachan PC
7701 Forsyth Blvd., 12th Floor
St. Louis, MO 63105

FILED AND RECORDED IN
CASS COUNTY ILLINOIS
SHELLY WESSEL
RECORDED ON:
08/01/2019 09:33:20AM

RHSP FEE: 9.00
REC FEE: 61.00

This Instrument Prepared by:
Drey Cooley, Esq.
Capes Sokol Goodman & Sarachan PC
7701 Forsyth Blvd., 12th Floor
St. Louis, MO 63105

Property Address:
Parcel ID No.:

For Recorder's Use Only

FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT

This First Amendment to Deed of Conservation Easement (the "First Amendment") is made and entered into as of June 7, 2019, 2019, by and between RICHARDSON FARMS OUTFITTERS, INC. (Grantor for indexing purposes only; hereinafter "RFOI"), with an address c/o Tim Richardson, 488 600 N. Avenue, Mount Sterling, Illinois 62353, WETLANDS AMERICA TRUST, INC. (Grantee for indexing purposes only; hereinafter "WAT"), with an address of c/o Ducks Unlimited, Inc., One Waterfowl Way, Memphis, Tennessee 38120; MARK EDLIN (hereinafter "Edlin"); and WILLIAM A. CROSS (hereinafter "Cross"). RFOI, WAT, Edlin and Cross are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, RFOI and Cross are owners of certain real property located in Cass County, Illinois encumbered by the Original Easement (hereinafter defined) (as to RFOI's property, the "RFOI Property"; and as to Cross' property, the "Cross Easement Property", collectively the "Protected Property"); and

WHEREAS, on or about December 28, 2009, RFOI granted to WAT a conservation easement (the "Original Easement", as herein amended, the "Easement") 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; and

WHEREAS, some, but not all, portions of the Original Easement inadvertently and incorrectly identified the grantor of the Original Easement as "Richardson Farms, Inc," and all parties hereto acknowledge and agree that the grantor of the Original Easement is and was RFOI. For purposes of this First Amendment, any overt or implied reference to Richardson Farms, Inc. shall mean Richardson Farms Outfitters, Inc.; and

WHEREAS, (a) as evidenced by that certain deed recorded October 21, 2009 in the permanent land records of the Office of the Cass County (Illinois) Recorder, RFOI conveyed to Cross that certain 50 acre parcel with a parcel identification number of 04-040-008-00 (while all parties agree that Cross acquired this property, Cross and RFOI believe it might have been acquired by Cross on or about April 12, 2013, rather than October 21, 2009) and (b) as evidenced by that certain deed recorded on or about April 12, 2013 in the permanent land records of the Office of the Cass County (Illinois) Recorder, RFOI conveyed to Cross that certain 110.29 acre parcel with a parcel identification number of 04-040-006-01 (collectively, the "Cross Easement Property") which Cross Easement Property is a part of the Protected Property; and on or about December 1, 2012, Richardson Farms, Inc. and Edlin entered into an installment contract for the sale of the remaining portion of the Protected Property to Edlin (the "RFOI Property") as evidenced by that certain Memorandum of Agreement recorded on December 16, 2013 in the permanent land records of the Office of the Cass County (Illinois) Recorder (the "Installment Contract"). The installment contract and the recorded Memorandum of Agreement evidencing the installment contract incorrectly reflects "Richardson Farms, Inc." as the seller/grantor, and RFOI and Edlin acknowledge and agree that the seller/grantor is "Richardson Farms Outfitters, Inc." For purposes of this First Amendment, any overt or implied reference to Richardson Farms, Inc. shall mean Richardson Farms Outfitters, Inc.;

WHEREAS, various claims have been asserted by WAT (the "WAT Claims") against RFOI, Edlin and Cross in that certain Second Amended Complaint, filed by WAT in the Circuit Court of the Eighth Judicial Circuit of Illinois, Cass County, Illinois, Cause No. 16-L-6, captioned *Wetlands America Trust, Inc. v. Richardson Farms Outfitters, Inc., et al.* (the "Pending Litigation"); and

WHEREAS, as part of the settlement of all claims related to the Pending Litigation, RFOI, WAT, Edlin and Cross have agreed and now desire to (a) amend the Original Easement to (i) correct the legal description as described in Count IV of the Second Amended Complaint filed in the Pending Litigation; and (ii) reflect that further subdivision of the Protected Property shall be expressly prohibited without WAT's express written consent; and (b) to ratify and affirm (i) that certain Installment Contract between RFOI as Grantor/Seller and Edlin as Grantee/Buyer as to the RFOI Property, and (ii) the terms and conditions of the Original Easement as herein amended.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Original Easement as follows:

1. Recitals. The recitals set forth above are acknowledged by the Parties hereto to be true and complete in all material respects and hereby incorporated into this First Amendment by reference.

2. Protected Property. Exhibit A of the Original Easement is hereby deleted in its entirety and the attached Exhibit A is substituted in its place. The Protected Property is described in said Exhibit A (and is further outlined in bold on Exhibit A-1 attached hereto and incorporated herein).

3. Ratification and Reaffirmation. RFOI, Edlin and Cross, each for themselves and their heirs, successors and/or assigns, hereby (i) ratify and reaffirm all of the terms and conditions contained in the Original Easement, as modified by this First Amendment, for the benefit of RFOI, Cross, Edlin and WAT, and their respective heirs, successors and/or assigns, and (ii) agree that no further subdivision of the Protected Property shall be permitted without WAT's prior express written consent. Notwithstanding the foregoing, RFOI shall be permitted to formally convey the RFOI Property to Edlin, expressly subject to the Easement, as required by the Installment Contract (when and if said Installment Contract is fully performed). No later than thirty (30) days prior to said conveyance being made, RFOI and Edlin shall immediately notify WAT in writing pursuant to the Original Easement, section 4.7, and provide WAT with a copy of the proposed conveyance deed (the "Edlin Deed"). The Edlin Deed: (a) shall contain express language subjecting the land being conveyed to the Easement; (b) the legal description of the land in the Edlin Deed shall identify individual parcels (if any) by correct parcel identification numbers; (c) shall be recorded in the Cass County, Illinois official records; and (d) after recording, a copy of the recorded Edlin Deed shall be provided to WAT by RFOI and Edlin

4. Notices. While the entirety of Section 4.7 of the Original Easement shall remain in full force and effect, the following addresses are added to Section 4.7 of the Original Easement for purposes of providing any required notice or approval requests under the Original Easement or this First Amendment:

If to RFOI:

RICHARDSON FARMS OUTFITTERS, INC.
c/o Tim Richardson
488 600 N. Avenue
Mount Sterling, Illinois 62353
Facsimile:
Email: Tim.Richardson@ranchandfarmag.com

With Copy to:

John B. Leonard, Esq.
Law Office of John B. Leonard
132 East Main Street

5. Binding Effect. This First Amendment, and the restrictions, easements, obligations and rights, benefits and burdens set forth herein, shall run with the land and be binding upon all successors, heirs and assigns in title to the Protected Property. Any subsequent purchaser, successor or assigns of the Protected Property or any part thereof, acknowledges the rights, obligations, and restrictions under this First Amendment and agrees by taking title to any portion of the Protected Property, to be bound by the terms and conditions of the Original Easement as amended by this First Amendment.

6. Severability. Each provision of this First Amendment is severable and, if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this First Amendment which are valid.

7. Modifications. This First Amendment may not be amended, modified, or changed, nor any waiver of any provision hereof be effective, except by an instrument in writing that is signed by all the then owners of the Protected Property and WAT, its successor and/or assigns.

8. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, intending to be legally bound hereby, WETLANDS AMERICA TRUST, INC. has executed this First Amendment as of the date first written above.

WETLANDS AMERICA TRUST, INC.

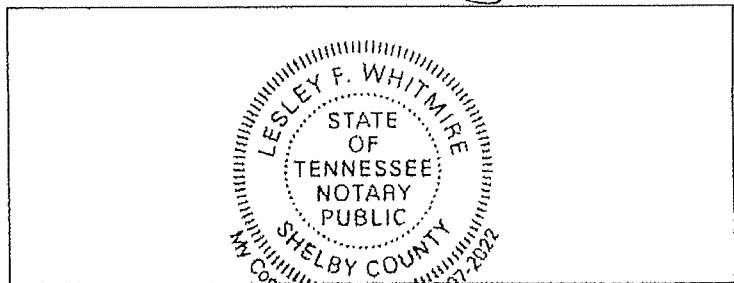
By: [Signature]
Name: DAVID MARRONE
Title: Asst Sec

State of Tennessee)
County of Shelby) SS

On this 10th day of June, 2019, before me personally appeared David A. Marrone, Asst Secretary of WETLANDS AMERICA TRUST, INC., known to me to be the person who executed the within First Amendment to Deed of Conservation Easement, and that said First Amendment to Deed of Conservation Easement was signed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument for the purposes therein stated.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public
Printed Name of Notary: Lesley Whitmire



Notary - [Signature] Affix Seal in Box Above

IN WITNESS WHEREOF, intending to be legally bound hereby, RICHARDSON FARMS OUTFITTERS, INC., has executed this First Amendment as of the date first written above.

RICHARDSON FARMS OUTFITTERS, INC.

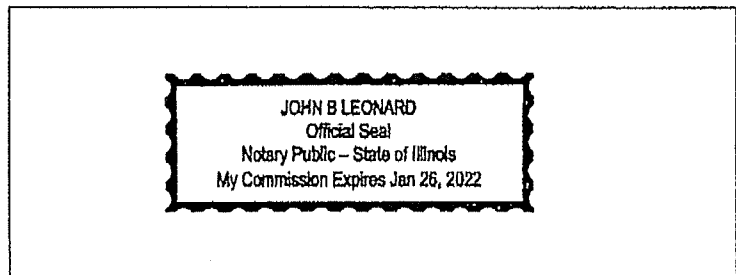
By: [Signature]
Name: Tim Richardson
Title: Vice President

State of Illinois)
County of Brown) SS

On this 7th day of June, 2019, before me, John B. Leonard, a Notary Public in and for said State, personally appeared Tim Richardson, Vice President of RICHARDSON FARMS OUTFITTERS, INC., known to me to be the person who executed the within First Amendment to Deed of Conservation Easement, and that said First Amendment to Deed of Conservation Easement was signed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument for the purposes therein stated, and that said corporation has no corporate seal.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public
Printed Name of Notary: John B. Leonard



Notary - Please Affix Seal in Box Above

IN WITNESS WHEREOF, intending to be legally bound hereby, MARK EDLIN has executed this First Amendment as of the date first written above.

X Mark Edlin
Name: MARK EDLIN

State of X Illinois)
County of X Brown) SS

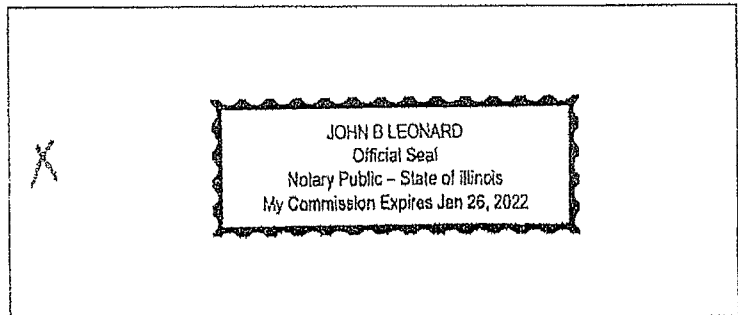
On this X 14th day of X June, 2019, before me, X ~~John B. Leonard~~ John B. Leonard, a Notary Public in and for said State, personally appeared MARK EDLIN, known to me to be the person who executed the within First Amendment to Deed of Conservation Easement, and that he/she executed the same as his/her free act and deed.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

X John B. Leonard

Notary Public

Printed Name of Notary: X John B. Leonard



Notary - Please Affix Seal in Box Above

IN WITNESS WHEREOF, intending to be legally bound hereby, WILLIAM A. CROSS has executed this First Amendment as of the date first written above.

William A. Cross
Name: WILLIAM A. CROSS

State of Illinois)
County of Brown) SS

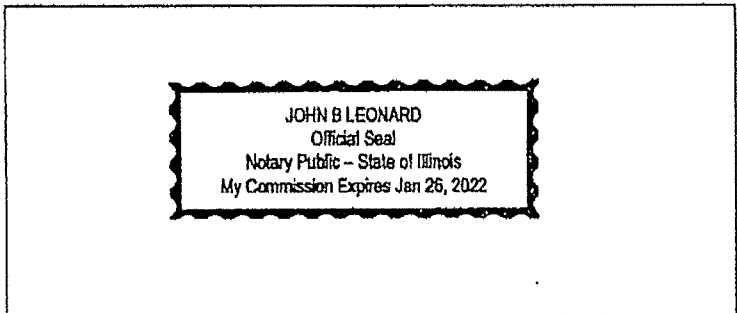
On this 7th day of June, 2019, before me, John B. Leonard, a Notary Public in and for said State, personally appeared WILLIAM A. CROSS, known to me to be the person who executed the within First Amendment to Deed of Conservation Easement, and that he/she executed the same as his/her free act and deed.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

John B. Leonard

Notary Public

Printed Name of Notary: John B. Leonard



Notary - Please Affix Seal in Box Above

EXHIBIT A -- to First Amendment to Deed of Conservation Easement
Legal Description of the Protected Property

Tract I: The Northwest Quarter of the Northwest Quarter of Section 8: The Fractional East Half of the Northeast Quarter of Section 7, excluding all land north of the levee, all of the above in Township 19 North, Range 11 West of the Third Principal Meridian situated in the County of Cass and State of Illinois.

Tract III: The Northeast Quarter of Section 18: also, the fractional Northwest Quarter of Section 18; also, the fractional *West half of the Northeast Quarter of Section 7, excluding any land North of the existing levee, Township 19 North, Range 11 West of the Third Principal Meridian*; also, the East one-half of the South one-half of Section 7; also, the South on-half of the Northwest Quarter of the Southwest Quarter of Section 18, containing in all 632 acres, more or less, also all the part of the North Half of the Southwest Quarter of Section 18, lying East of Sangamon Lake, being Lots 6, 7, and all of the above real estate lying and being in Township 19 North, Range 11 West of the Third principal Meridian, situated in the County of Cass and State of Illinois.

EXCEPT THE FOLLOWING TWO PARCELS:

Parcel I: A part of the Northeast Quarter of 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 21'24" West 5012.27 feet to a set 2" pipe being on the visible high water mark of the North descending Ban of Plochman's Slough; thence along said visible high water mark for the next 5 courses bearing North 70 degrees 22'30" East 84.75 feet to a set 5/8" x 30" rod; thence bearing North 59 degrees 53'04" East 107.10 feet to a set 5/8" x 30" rod; thence bearing North 37 degrees 58'53" East 172.96 feet to a set 5/8" x 30" rod; thence bearing North 34 degrees 16'32" East 585.74 feet; thence bearing North 57 degrees 24'48" East 362.81 feet to a set 5/8" x 30" rod; thence leaving said visible high water mark bearing North 38 degrees 15'23" 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 49'18" East 489.30 feet; thence along a curve concave to the Southwest, said curve having a chord bearing of South 38 degrees 37'08" 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 31'30" East 216.76 feet; thence along a curve concave to the Northeast, said curve having chord bearing of South 65 degrees 41'01" 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 51'57" East 179.79 feet; thence bearing North 59 degrees 40'08" East 965.68 feet; thence North 69 degrees 29'58" East 417.94 feet; thence bearing North 27 degrees 44'45" East 555.37 feet; thence bearing North 38 degrees 11'03" East 422.23 feet; thence bearing North 47 degrees 49'17" East 108.04 feet;

thence bearing North 66 degrees 28'27" East 125.78 feet; thence along a curve concave to the Northwest, said curve having a chord bearing of North 49 degrees 25'36" 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 24'39" East 309.88 feet; thence bearing North 29 degrees 40'58" East 349.72 feet; thence bearing North 07 degrees 14'05" East 326.01 feet; thence bearing North 13 degrees 52'07" East 221.67 feet; thence bearing North 35 degrees 55'31" East 357.05 feet; thence bearing North 03 degrees 24'52" East 496.84 feet; thence bearing North 11 degrees 38'34" East 255.59 feet; thence bearing North 22 degrees 44'16" East 281.63 feet; thence bearing North 10 degrees 36'18" East 301.93 feet, thence bearing North 02 degrees 50'27" East 166.57 feet; thence bearing North 04 degrees 39'29" 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 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 38'22" 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.

Parcel II: A part of the Southwest Quarter of Section 18, Township 19 North, Range 11 West of the Third Principal Meridian, Cass County, Illinois, more particularly described as follows: The Southwest Quarter of said Section 18, except Lot 14, known as Sugar Island per School Trustee's Plat recorded in Volume "B" of Mortgages, Page 208, at the Cass County Recorder's Office.

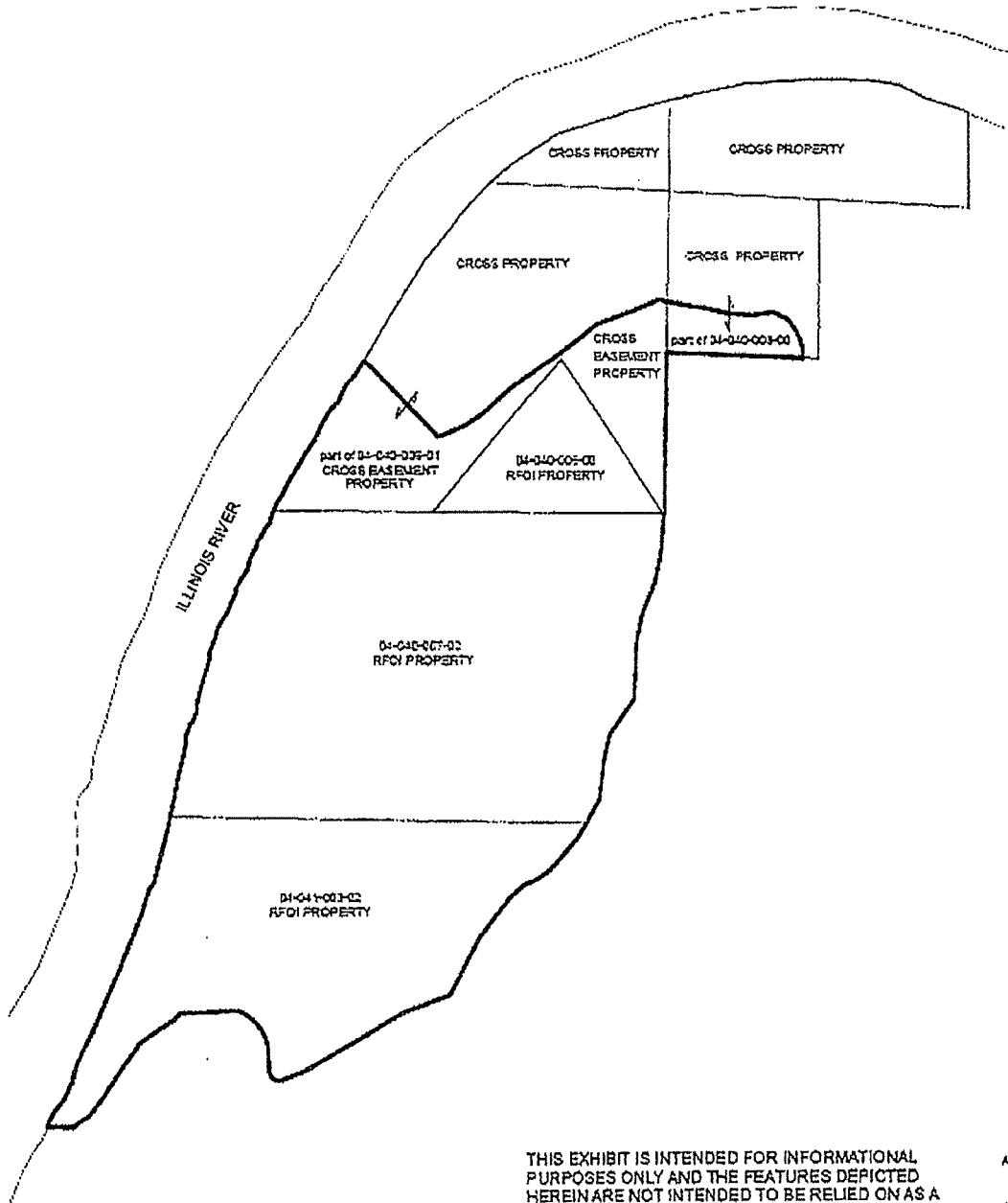
The conservation easement described in this legal description is not intended to overlay or otherwise extinguish an existing WRP Easement held by NRCS which encumbers those portions of tax parcels 04-00-006-00 and 04-040-008-00 that are north of the levee and described as follows:

- The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8;
- The West 10 acres of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8;
- The fractional East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 7;
- The fractional West part of the Northeast $\frac{1}{4}$ of Section 7;
- The fractional Southeast part of the Southeast $\frac{1}{4}$ of Section 6;
- The fractional Southwest $\frac{1}{4}$ of Section 5;

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

EXHIBIT A-1

[Protected Property]



THIS EXHIBIT IS INTENDED FOR INFORMATIONAL PURPOSES ONLY AND THE FEATURES DEPICTED HEREIN ARE NOT INTENDED TO BE RELIED ON AS A SURVEY.

ORIENTATION OF BEARING BASED ON ILLINOIS WEST STATE PLANE COORDINATE SYSTEM (NAD 83).