### THE LORANDA GROUP, INC.

Agricultural Real Estate Brokerage, Auctions, Acquisitions, & Consulting



#### **Ameren Electric Transmission Easement**

Ameren Illinois Company has an electric transmission easement across part of Tract 1. The easement is 150' wide and follows the existing N/S transmission lines. Their plan is to replace three of the existing "H" poles on the property with a single monopole sometime in the next five years, however, construction is likely to start in the next 1 - 2 years. Following is a copy of the easement and a map that shows where it is located.

Farming in the easement area will not be permitted during the construction phase though it will be possible before work starts and after it is done. A temporary easement along the north border of Tract 2 will be granted to allow farm equipment to access the area east of the transmission lines. Once the project is completed the easement will be terminated. Note that there will be no further compensation from Ameren for damages as a result of the easement.

For questions, contact John Moss via email (<a href="lorent:loren

2025R02628

REC ON: 02/27/2025 10:55:19 AM CHAMPATGN COUNTY

AARON AMMONS

REC FEE: 51.00 RHSPS FEE: STATE TAX: COUNTY TAX: PLAT ACT: PAGES: 5

#### **REMS INFORMATION**

Agreement 1D: <u>ATX-202403-54898</u> Project ID: 71782

#### **EASEMENT**

(Electric Transmission)

AMEREN TRACT ID [IL-LRTP-CP-126]

KNOWALL MEN BY THESE PRESENTS, this 18th day of February First National Bank of Ogden, as Trustee of Woodard Family Trust under Trust agreement dated January 4, 2007 and known as Trust #246, its, legal representatives, successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, and other valuable consideration which Grantee shall pay within ninety (90) days from (i) the date hereinabove written ("Effective Date") or (ii) the release of, or subordination to, this easement, as hereinafter defined, by the holders of any liens or encumbrances of record, whichever date is later, does hereby grant unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, and AMEREN TRANSMISSION COMPANY OF ILLINOIS, an Illinois corporation, both having an address of 1901 Chouteau, Mail Code 700, St. Louis, Missouri 63103, their successors and assigns (each referred to separately as a "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority in Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, erect, place, replace, keep, use, operate, maintain, patrol, renew, inspect, protect, repair, relocate, modify, add to the number of, and remove an electric and communication line or lines consisting of towers, poles, transformers, crossarms, guys, anchors, wires, cables, conduits, fixtures, foundations, footings, appurtenances, and any other necessary fixtures, equipment and appurtenances thereto (hereinafter individually or collectively "Facilities"), together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, in, on, upon, along, over, through across and under the following described land in Section 3, Township 19N, Range 10E, of the 3rd Principal Meridian, Champaign County, State of ILLINOIS, to-wit:

See attached Exhibit A (hereinafter "Easement Area");

together with all rights and privileges for the exercise and enjoyment of the Easement rights.

Exhibit A depicts the Easement as a 150 foot strip of land located within the said aliquot part of the listed township, range and section. Following initial construction of Grantee's Facilities or any additional survey work for the Easement or both, the location of the Easement on Grantor's property shall be fixed, and Grantor shall execute and deliver to Grantee, and Grantee shall execute its acceptance of and record, an Amended Easement with revised Exhibits to provide a more detailed legal description and survey plat of the Easement, and the Easement Area as described in such Amended Easement shall be the Easement

Rev 2020-11-02 Line Name: Plackett-Sidney 1

Area referred to in this Easement. If Grantor refuses to execute and deliver the Amended Easement to Grantee, then Grantor agrees that Grantee shall have the right to record any survey, affidavit, or instrument deemed necessary or appropriate by Grantee to depict or describe the precise location of the Easement on Grantor's property as contemplated above.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, for doing anything necessary or convenient in the exercise of the rights herein conveyed, or to access Grantee's facilities on other parcels or other parts of Grantee's electric transmission or distribution system, adjoining or otherwise; together with the right to use reasonable work space adjacent to the Easement Area during construction, reconstruction, replacement, operation, maintenance, repair, modification, or removal of the Facilities or any other of Grantee's facilities; together with the rights to trim, to control the growth, to cut and to remove or to cause to be removed at any time and from time to time, by any means, any and all vegetation (including brush, bushes, saplings, trees, roots, undergrowth, and overhanging branches), rocks, and any other obstructions upon, over, or under the surface of said Easement Area or the premises of Grantor adjoining the same if deemed by Grantee (1) to interfere with the exercise or enjoyment of Grantee's rights hereunder, (2) to endanger the safety of the Facilities, or (3) to be appropriate or necessary in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code or any transmission vegetation management strategy or similar plan adopted by Grantee.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages arising out of exercise of its rights under this Easement.

The Grantor and Grantee agree, as parties or successors in title to an existing <u>Central Illinois Public Service Company; Ameren Illinois Company d/b/a Ameren Illinois</u> Easement agreement(s) running with the property shown on the attached "EXHIBIT A," that the existing <u>Central Illinois Public Service Company; Ameren Illinois Company d/b/a Ameren Illinois</u> easement agreement(s) will be amended to include any and all of the above described rights and privileges listed in this instrument. Where any of the rights and privileges listed in the existing <u>Central Illinois Public Service Company; Ameren Illinois Company d/b/a Ameren Illinois</u> easement agreement(s) conflict with the above described rights and privileges listed in this instrument, the conflicting rights and privileges will be considered stricken from the existing <u>Central Illinois Public Service Company; Ameren Illinois Company d/b/a Ameren Illinois</u> easement agreement(s).

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

Melisse Road T.O. Trustee First National Bank of Ogden, Trustee of aforesaid

STATE OF ILLINOIS COUNTY OF Edgar ) SS.

On this 18 day of Feb , 20 25, before me, the undersigned notary, personally appeared Malissa Roush, personally known to me or proved to me through identification documents, which were brivers License the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

\*OFFICIAL SEAL\* FELICIA SHAFFER Notary Public, State of Illinois My Commission Expires 05/07/2027

Notary Public
Printed Name: Felicia Shaffar

My Commission Expires:

5-7-27

Prepared By:

Volkert, Inc. - Morgan Hobbs

1500 Eastport Plaza Dr., Suite 200

Collinsville, IL 62234

Return To:

Volkert, Inc. - Chris Scharth

1500 Eastport Plaza Dr., Suite 200

Collinsville, IL 62234

Original Easement No.: 020798-86384; AIC-201608-1341

KAG

WO#: J11ZS

Facility Name: Tazewell East

#### Exhibit A

#### 1 of 2

Ameren's Tract ID: [IL-LRTP-CP-126]

Parcel ID: 28-22-03-400-023

Deed Reference: 2007R11086

A portion of the following tract(s) as depicted and/or described on the immediately following page(s):

TRACT I: The Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Three (3), Township Nineteen (19) North, Range Ten (10) East of the Third Principal Meridian, Champaign County, Illinois

TRACT II: The East Half (E½) of the Southwest Quarter (SW¼) of Section Three (3), Township Nineteen (19) North, Range Ten (10) East of the Third Principal Meridian, Champaign County, Illinois

DISCLAIMER. The requested easement width for the transmission line will be 150 ft. The information provided on this map is for discussion purposes only. Amerien Transmission Company of Illinois (ATXI) and Amerien Illinois Company (AFC) are not bound in any way to the representations reflected on this map.

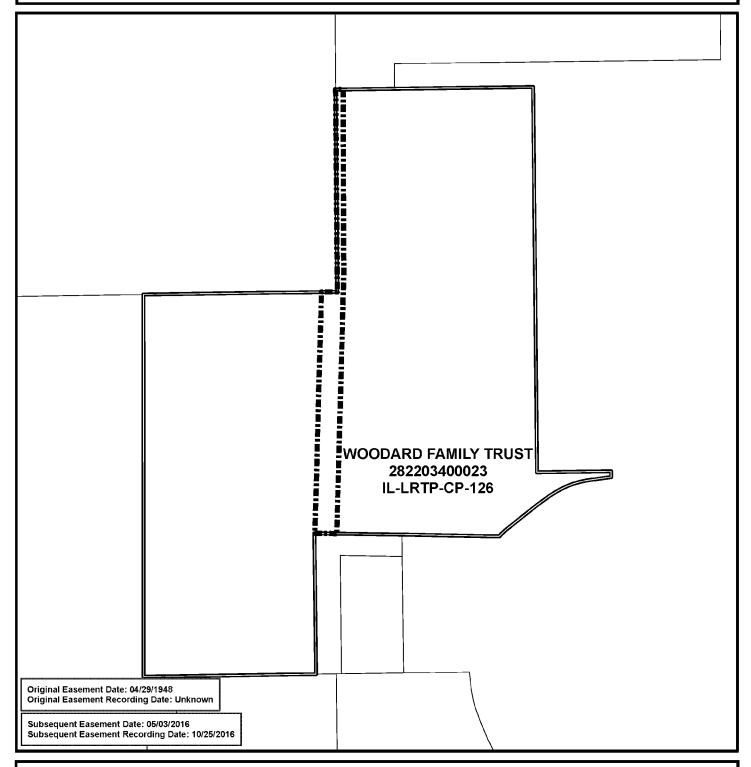
This map does not represent a final determination by ATXI or AIC as to route selection, and ATXI and AIC are not restricted or barred from modifying or devisting from the routes proposed, or considering new or different routes. Illinois Commerce Commission Staff or other parties may also propose new or modified routes. All routes are subject to change pending Illinois Commerce Commission approval.

## Central Illinois Grid **Transformation Program**

### **Exhibit A**









This product is for informational purposes and may not have been prepared for, or be suitable for egal engineering, surveying, or construction purposes, to docs not represent a field oursey, and represent only the approximate relative location of property boundaries and features. Users of this information should review or or suit. The primary cate and information sources to ascertain the usability of the information.



**Original Easement:** Subsequent Easement: Existing Easement (Overlap): 3.985 Acres +/-0.347 Acres +/-4.332 Acres +/-

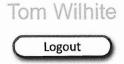
Additional Proposed Easement: 2.971 Acres +/-**Total Permanent Easement:** 7.303 Acres +/-

Proposed 150-foot easement

Subject Parcel Adjacent Parcel







# Tazewell/LRTP

## Property Owners can refer to the LRTP website AmerenGridIL.com or call 1-Web GIS

