



# FOURTH FIVE-YEAR REVIEW REPORT

for the

**CENTRAL ILLINOIS PUBLIC SERVICE COMPANY SITE**

**TAYLORVILLE, ILLINOIS**




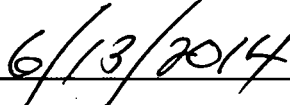
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**U.S. Environmental Protection Agency  
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June 2014

Approved by:

  
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Date

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## LIST OF ACRONYMS

ARAR	Applicable or Relevant and Appropriate Requirement
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
COC	Contaminant of Concern
IAC	Illinois Administrative Code
EPA	United States Environmental Protection Agency
FYR	Five-Year Review
Illinois EPA	Illinois Environmental Protection Agency
ICs	Institutional Controls
MCL	Maximum Contaminant Level
NCP	National Contingency Plan
NPL	National Priorities List
O&M	Operation and Maintenance
PRP	Potentially Responsible Party
RA	Remedial Action
RCRA	Resource Conservation and Recovery Act
RD	Remedial Design
RAO	Remedial Action Objectives
ROD	Record of Decision
RPM	Remedial Project Manager
SVOC	Semi-Volatile Organic Compound
UECA	Uniform Environmental Covenants Act
VOC	Volatile Organic Compound



## EXECUTIVE SUMMARY

This is the Fourth Five-Year Review (FYR) for the Central Illinois Public Service Company (Ameren CIPS) Superfund site in Taylorville, Illinois. The purpose of this FYR is to review information to determine if the remedy is and will continue to be protective of human health and the environment. The triggering action for this statutory FYR was the signing of the previous FYR report on June 15, 2009.

The Ameren CIPS site is located in Christian County at 917 South Webster Street in Taylorville, Illinois and is slightly less than one acre in size. A manufactured gas plant operated on the property from 1883 to 1932. In 1932, the plant was closed and most of the above-ground structures were torn down and the below-ground tanks were filled with debris and left in place. A septic tank contractor discovered coal tar contamination at the site in October 1985. Coal tar is a byproduct of the coal gasification process and is comprised mainly of polynuclear aromatic hydrocarbons (PAHs) such as naphthalene and benzo(a)anthracene as well as volatile organic compounds (VOCs) such as benzene and toluene.

In January 1987, Ameren CIPS completed an immediate removal action at the site to excavate and dispose of approximately 12,000 cubic yards of contaminated soil under the oversight of the Illinois Environmental Protection Agency (Illinois EPA). A permanent alternative water supply was provided to approximately 20 residences in October 1987, and the associated private drinking water wells were plugged and abandoned.

On September 30, 1992, Illinois EPA issued a Record of Decision (ROD) to select a final remedy for the Ameren CIPS site, which consisted of the construction of an on-site groundwater pump-and-treat system; operation and maintenance of the pump-and-treat system until groundwater cleanup objectives were met; expansion of the groundwater monitoring program; erecting a site fence; and placing land-use and deed restrictions (institutional controls (ICs)) on the property. Ameren CIPS completed construction of the groundwater pump- and-treat system in February 1995 and the monitoring program for untreated groundwater and treatment system effluent was expanded. Ameren CIPS had entered into an agreement with owners of residential properties south of the site in 1987 that, among other things, provided easements and imposed restrictions on the drilling of wells and the private use of wells or groundwater. On August 30, 2012, Ameren Illinois Company, the successor to Ameren CIPS, recorded an Environmental Covenant that, among other things, granted Illinois EPA and the United States Environmental Protection Agency (EPA) access to the Ameren CIPS site and restricted the installation of wells, use and handling of groundwater, and handling of soils on the property.

The remedy is protective of human health and the environment because the removal of the contaminated soil and the site fence effectively prevent exposure to residual soil contaminants and operation of the groundwater pump-and-treat system, in conjunction with the alternative water supply and ICs, limits exposure to contaminated groundwater. The August 2012 Restrictive Environmental Covenant ensures that the site remedy components, including ICs, are maintained, monitored, and enforced to ensure long-term protectiveness.

## Five-Year Review Summary Form

SITE IDENTIFICATION		
<b>Site Name:</b> Central Illinois Public Service Company Site		
<b>EPA ID:</b> ILD981781065		
<b>Region:</b> 5	<b>State:</b> IL	<b>City/County:</b> Taylorville/Christian County
SITE STATUS		
<b>NPL Status:</b> Final		
<b>Multiple OUs?</b> No	<b>Has the site achieved construction completion?</b> Yes	
REVIEW STATUS		
<b>Lead agency:</b> Illinois EPA		
<b>Author name (Federal Project Manager):</b> Nanjunda Gowda		
<b>Author affiliation:</b> EPA		
<b>Review period:</b> 11/5/2013 - 6/10/2014		
<b>Date of site inspection:</b> 12/12/2013		
<b>Type of review:</b> Statutory		
<b>Review number:</b> 4		
<b>Triggering action date:</b> 6/15/2009		
<b>Due date (five years after triggering action date):</b> 6/13/2014		

## Five-Year Review Summary Form (continued)

### Issues/Recommendations

#### OU(s) without Issues/Recommendations Identified in the Five-Year Review:

Site-wide

### Site-wide Protectiveness Statement

#### *Protectiveness Determination:*

Protective

#### *Protectiveness Statement:*

The remedy is protective of human health and the environment because the removal of the contaminated soil and the site fence effectively prevent exposure to residual soil contaminants and operation of the groundwater pump-and-treat system, in conjunction with the alternative water supply and ICs, limits exposure to contaminated groundwater. The August 2012 Restrictive Environmental Covenant ensures that the site remedy components, including ICs, are maintained, monitored, and enforced to ensure long-term protectiveness.

**Central Illinois Public Service Company Site  
Taylorville, Illinois**

**Fourth Five-Year Review Report**

**I. INTRODUCTION**

The purpose of a Five-Year Review (FYR) is to evaluate the implementation and performance of a remedy in order to determine if the remedy will continue to be protective of human health and the environment. The methods, findings, and conclusions of reviews are documented in FYR reports. In addition, FYR reports identify issues found during the review, if any, and document recommendations to address them.

The U.S. Environmental Protection Agency (EPA) prepares FYRs pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 121 and the National Contingency Plan (NCP). CERCLA Section 121 states:

*“If the President selects a remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the site, the President shall review such remedial action no less often than each five years after the initiation of such remedial action to assure that human health and the environment are being protected by the remedial action being implemented. In addition, if upon such review it is the judgment of the President that action is appropriate at such site in accordance with section [104] or [106], the President shall take or require such action. The President shall report to the Congress a list of facilities for which such review is required, the results of all such reviews, and any actions taken as a result of such reviews.”*

EPA interpreted this requirement further in the NCP; 40 Code of Federal Regulations (CFR) Section 300.430(f)(4)(ii) states:

*“If a remedial action is selected that results in hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such actions no less often than every five years after the initiation of the selected remedial action.”*

EPA conducted a FYR of the remedy implemented at the Central Illinois Public Service Company (“Ameren CIPS”) site in Taylorville, Illinois. Illinois EPA is the lead agency for developing and implementing the remedy for the site. EPA, in consultation with Illinois EPA, has reviewed all supporting documentation during the FYR process.

This is the fourth FYR for the Ameren CIPS site. The triggering action for this statutory review is the completion date of the previous FYR report of June 15, 2009. A FYR is required because hazardous substances, pollutants, or contaminants remain at the site above levels that allow for unlimited use and unrestricted exposure (UU/UE). The Ameren CIPS site consists of one operable unit (OU), which is addressed in this FYR report.

## II. PROGRESS SINCE THE LAST REVIEW

**Table 1:** Protectiveness Determinations/Statements from the 2009 FYR

OU #	Protectiveness Determination	Protectiveness Statement
Site-wide	Short-term Protective	The remedy is protective of human health and the environment in the short-term because the excavation and site fencing effectively restricts any surface soil exposures while the pump and treat facility, in conjunction with the municipal water line, limits exposure to any contaminated groundwater. However, in order for the remedy to be protective in the long-term the following actions need to be taken; compliance with effective ICs, which includes compliance with the agreement for easements of an appropriate environmental covenant pursuant to UECA on the CIPS property and conducting additional IC evaluation activities and implementing additional ICs pursuant to the UECA**. The site remedy components, including ICs, must be maintained, monitored and enforced to ensure long-term protectiveness.

\*\*Illinois Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA), effective January 1, 2009.

**Table 2:** Status of Recommendations from the 2009 FYR

OU #	Issue	Recommendations/ Follow-up Actions	Responsible Party(s)	Oversight Party(s)	Original Milestone Date	Current Status	Completion Date (if applicable)
Site-wide	Effective ICs must be implemented, monitored, maintained, and enforced to assure that the remedy is functioning as intended.	UECA covenants should be recorded on the CIPS property.	Ameren CIPS	Illinois EPA and EPA	June 2010	Complete	08/30/2012

### Remedy Implementation Activities

Remedial activities completed during the FYR period included placement of ICs on the property (discussed below), site monitoring (see Data Review section), and operation and maintenance (O&M) activities. Appendix A describes the previous remedial implementation activities completed at the Ameren CIPS site.

### Institutional Controls

Institutional controls are non-engineered instruments, such as administrative and/or legal controls, that help minimize the potential for exposure to contamination and protect the integrity of the remedy. Compliance with ICs is required to assure long-term protectiveness for any areas which do not allow for UU/UE.



For the Ameren CIPS site, the 2009 FYR report recommended that UECA environmental covenants be recorded on the CIPS property; mapping and title work be conducted on all affected properties to ensure that appropriate ICs have been recorded where needed; the proper signatories have signed the IC instruments; and the recorded encumbrances do not interfere with the restrictions. Long term stewardship of ICs and remedy components needs to be assured, including regular inspection and certification that ICs are in place and effective.

Table 3, below, summarizes the ICs that were recorded for the site.

**Table 3: Summary of Planned or Implemented ICs**

<i>Media, remedy components &amp; areas that do not support UU/UE based on current conditions</i>	<i>Objectives of IC</i>	<i>Title of Institutional Control Instrument Implemented</i>
<b>Ameren CIPS Property</b> – identified in Figure 2 treated to commercial / industrial standards	Prohibit residential use	UECA Environmental Covenant signed on August 20, 2012 and recorded in Christian County, Illinois on August 30, 2012.
<b>Groundwater Containment System (Pump and Treat) and related equipment</b>	Prohibit interference with remedy component	UECA Environmental Covenant signed on August 20, 2012 and recorded in Christian County, Illinois on August 30, 2012. (Attached)
<b>Groundwater</b> – current CIPS property area that exceeds groundwater cleanup standards (Figure 2)	Prohibit groundwater use until cleanup standards are achieved	UECA Environmental Covenant signed on August 20, 2012 and recorded in Christian County, Illinois on August 30, 2012
<b>Groundwater</b> – outside the CIPS property, Concentration of most COCs have met the cleanup standards allowing UU/UE. Sporadic detections of one COC will continue to be monitored.	Prohibit groundwater use until cleanup standards are achieved (Currently no groundwater use in the area)	Agreement for easements and covenants recorded on October 27, 1987 (Attached)

Maps showing the areas for which the ICs apply are included in the attached UECA. (August 30, 2012) and in the attached agreement for easements and covenants recorded on October 27, 1987.

### ICs Activities

A Uniform Environmental Covenants Act (UECA) restrictive covenant was signed on August 20, 2012, and recorded in Christian County, Illinois, on August 30, 2012.

### Current Compliance

A fence restricts access to the Ameren CIPS site. Currently, operation of the groundwater capture system is the sole activity at the Ameren CIPS property. Also, no one is using groundwater for any purpose in the area where sporadic detections of one contaminant of concern (COC) has been noted. Based on inspections and interviews, EPA is not aware of site or media uses which are inconsistent with the stated objectives of the ICs. The remedy appears to be functioning as intended.

## **Long-Term Stewardship**

Long-term protectiveness at the site requires implementation of and compliance with use restrictions to assure the remedy continues to function as intended. The August 2012 Restrictive Environmental Covenant ensures that the site remedy components, including ICs, are maintained, monitored, and enforced to ensure long-term protectiveness.

The Ameren CIPS site achieved Sitewide Ready for Anticipated Use status on September 26, 2012.

## **System Operation/Operation and Maintenance Activities**

Appendix A describes the System Operation/Operation and Maintenance activities for the Ameren CIPS site.

## **III. FIVE-YEAR REVIEW PROCESS**

### **Administrative Components**

EPA notified Illinois EPA of the initiation of the FYR at the Ameren CIPS site on November 5, 2013. The FYR was led by Nanjunda Gowda, EPA Remedial Project Manager (RPM), and Erin Rednour, Illinois EPA.

The FYR consisted of the following components:

- Community Involvement;
- Document Review;
- Data Review;
- Site Inspection; and
- Risk Assessment Review.

### **Community Notification and Involvement**

Activities to involve the community in the FYR process were initiated with a meeting in November 2013 between the RPM and CIC for the site. EPA published a notice in the local newspaper, the *Breeze Courier*, on December 13, 2013, stating that a FYR was beginning and inviting the public to submit any comments to EPA. The results of the review and the report will be made available at the Ameren CIPS site information repository located at the Taylorville Public Library at 121 W. Vine St., Taylorville, Illinois 62568, and at <http://www.epa.gov/Region5/cleanup/amerencips>.

### **Document Review**

The following documents were reviewed for this FYR:

1. Record of Decision (ROD) for the Ameren CIPS site (September 1992)
2. Explanation of Significant Differences (ESD) (September 2005)
3. Third FYR Report (June 2009)
4. Agreement with owners of residential properties (October 1987)
5. Environmental Covenant for the CIPS site (August 2012)
6. Seaman Estate Pond Study Annual Report (2012)
7. Groundwater Monitoring Data (2009 – 2013)

Applicable cleanup standards, as listed in the 1992 ROD and 2005 ESD for the Ameren CIPS site, were also reviewed.

## **Data Review**

### Review of Groundwater, Surface Water, Sediment, and Fish

Ameren CIPS regularly conducts groundwater monitoring at the Ameren CIPS site. On-site monitoring wells (Figure 2) located on the CIPS property (GW-1, GW-2, GW-3, GW-4R, GW-7, GW-14, GW-15, GW-16S, GW-16D, GW-22S, and GW-22D) are monitored on a quarterly basis. Off-site monitoring wells located outside of the CIPS property (GW-5, GW-17, GW-18S, GW-18D, GW-19S, GW-19D, GW-20, and GW-21) are also monitored on a quarterly basis. Off-site monitoring wells GW-9S, GW-9D, GW-13S, GW-13D, GW-101S, GW-102S, GW-102D, GW-103S, and GW-103D are monitored annually. In addition to the surface water discharge limits set within the 1992 ROD, the Seaman Estates Pond Monitoring Program ensures that the remedial action continues to be protective through an intensive monitoring of surface water, fish tissue, and sediment within the pond.

This FYR has compared the analytical results from groundwater and surface water samples to federal and state standards. Federal standards include the National Primary and Secondary Drinking Water Standards under the Safe Drinking Water Act. State standards include Illinois Groundwater Quality Standards at 35 Illinois Administrative Code (IAC) Subtitle F and Surface Water Quality Standards at 35 IAC Subtitle C).

### Groundwater Monitoring

Based on groundwater monitoring data from 2009 to 2013, several VOCs and semi-volatile organic compounds (SVOCs) above the cleanup criteria were present in two of the eleven monitoring wells on the CIPS property (GW-3 and GW-4). Contaminants of concern (COCs) including benzene, ethylbenzene, naphthalene, toluene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, chrysene, and bis(2)ethylhexylphthalate were detected above the cleanup criteria in well GW-04. In monitoring well GW-3, only benzene and naphthalene were detected above the cleanup criteria. Groundwater monitoring wells GW-01 and GW-02 are considered upgradient wells and are not impacted by the COCs. Bis(2)-ethylhexylphthalate was detected above the cleanup criteria in all other wells on the Ameren CIPS property (GW-7, GW-14, GW-15, and GW-16D, GW-22S, and GW-22D).

Only bis(2)-ethylhexylphthalate was detected above the cleanup criteria in nine of the seventeen monitoring wells outside the Ameren CIPS property (GW-5, GW-9S, GW-18S, GW-18D, GW-19S, GW-19D, GW-20, GW-21, and GW-103S). None of the other COCs were detected in any of the remaining off-site wells. Bis(2)-ethylhexylphthalate, detected in groundwater south of the Ameren CIPS property, is neither sufficiently volatile nor toxic to result in potentially significant vapor intrusion or unacceptable indoor air inhalation risks.

### Surface Water, Sediment, and Fish Tissue samples collected from the Seaman Estates Pond

Surface water, sediment, and fish tissue samples collected (1993 to 2012) from the Seaman Estates Pond show that concentrations of PAHs and pesticides are sporadic and show no apparent trends. The concentrations of PAHs in surface water within the pond were below the practical quantitation limits and meet State of Illinois surface water discharge limits.



## **Risk Assessment Review**

The September 2005 ESD revised the cleanup objective for benzo(a)pyrene from 0.00023 mg/l to 0.0002 mg/l. Treated water from the pump and treat system meets the 2005 ESD effluent discharge criteria.

In addition to the revised surface water discharge limits set within the ESD, the Seaman Estate Pond Annual Monitoring Program ensures that the remedial action continues to be protective through an intensive monitoring of surface water, fish tissue and sediment within the pond. Concentrations within all three media (i.e. fish tissue, sediment and surface water) are sporadic and show no apparent trends. In connection with the Risk Assessment, the ROD states that 0.119 mg/kg of total carcinogenic PAHs in fish tissue corresponds to an estimated lifetime carcinogenic risk (ELCR) of  $1.0 \times 10^{-5}$ , which falls within EPA's acceptable risk range. Utilizing the assumptions within the Risk Assessment, fish tissue concentrations for carcinogens identified within the Risk Assessment and their corresponding risks have remained below an ELCR of  $1.0 \times 10^{-5}$  from 1993 through 2012.

## **Site Inspection**

Representatives from EPA, Illinois EPA and Ameren CIPS inspected the Site on December 12, 2013. In attendance were Nanjunda Gowda, EPA, Erin Rednour, Illinois EPA, and Donald Richardson, Ameren Illinois Company. The purpose of the inspection was to assess the protectiveness of the remedy. Fencing was in good condition with appropriate signage. Site access continues to be adequately restricted. Groundwater at the site continued to be extracted and the network of monitoring wells used to monitor the progress of the pump and treat system are in good condition. All equipment used in the groundwater pump-and-treat system was in good condition.

## **IV. TECHNICAL ASSESSMENT**

**Question A:** Is the remedy functioning as intended by the decision documents?

Yes. The remedy continues to be protective of human health and the environment. The removal excavation and the site fence prevent exposure to residual soil contaminants and operation of the pump-and-treat system, in conjunction with provision of the municipal water supply, limits exposure to contaminated groundwater. The existing groundwater treatment operation is providing adequate treatment prior to any surface water discharge. The ICs currently in place ensure that ICs are effectively monitored, maintained and enforced in preventing use of groundwater on and south of the CIPS property.

**Question B:** Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives (RAOs) used at the time of the remedy section still valid?

Yes. There have been no changes in the physical conditions of the site that would affect the protectiveness of the remedy. The 2005 ESD revised the groundwater cleanup criteria for benzo(a)pyrene from 0.00023 mg/L to 0.0002 mg/L. The ESD also updated the cleanup objectives related to surface water quality standards for the contaminants of concern based on new toxicity information. Treated groundwater (effluent) still meets the revised cleanup criteria.

**Question C:** Has any other information come to light that could call into question the protectiveness of the remedy?

No. No new ecological targets were identified during the FYR. Therefore, monitoring of ecological targets will continue as outlined in the 1992 ROD. There were no weather-related events that affected the protectiveness of the remedy. There is no other information that calls into question the protectiveness of the remedy.

### Technical Assessment Summary

The review of documents, ARARs, risk assumptions, and the results of the site inspection indicate that the remedy is functioning as intended by the ROD and the ESD. Operation and maintenance of the pump and treat system is effective. There have been no changes in the physical conditions of the Ameren CIPS site affecting the protectiveness of the remedy. The surface and subsurface soil excavation conducted in 1987 and the site fencing prevents any surface soil exposure. The pump-and-treat system in conjunction with supplying municipal water to nearby residents limits exposure to any contaminated groundwater. ICs in the form of an agreement for easements and covenants recorded on properties south of the Ameren CIPS property and an Environmental Covenant recorded on the Ameren CIPS property prevent use of groundwater on and south of the Ameren CIPS property. In addition, the ELCR due to consumption of fish in the Seaman Estate Pond continues to remain below  $1.0 \times 10^{-5}$  (within EPA's acceptable range).

## V. ISSUES/RECOMMENDATIONS AND FOLLOW-UP ACTIONS

There are no issues identified as part of this FYR that affect current and/or future protectiveness of the remedy.

## VI. PROTECTIVENESS STATEMENT

Sitewide Protectiveness Statement	
<i>Protectiveness Determination:</i>	Protective
<i>Protectiveness Statement:</i>	The remedy is protective of human health and the environment because the removal of the contaminated soil and the site fence effectively prevent exposure to residual soil contaminants and operation of the groundwater pump-and-treat system, in conjunction with the alternative water supply and ICs, limits exposure to contaminated groundwater. The August 2012 Restrictive Environmental Covenant ensures that the site remedy components, including ICs, are maintained, monitored, and enforced to ensure long-term protectiveness.

## VII. NEXT REVIEW

The next FYR report for the Ameren CIPS Site is required five years from the completion date of this review.

## APPENDIX A – EXISTING SITE INFORMATION

### A. Site Chronology

Event	Date
Manufactured Gas Plant operated at site.	1883-1932
Plant closed, most of above ground structures removed, below ground structures filled with debris and left in place.	1932
Contamination discovered by septic tank contractor. Ameren CIPS notified Illinois EPA of contamination and began on site investigation.	10/1985
Soil borings conducted and contamination confirmed onsite and in drainage swale to the south.	11/1985 - 09/1986
Phase I Site Investigation Report	03/1986
Sediment and surface water sampling conducted.	04/1986 - 09/1986
Domestic well sampling conducted.	08/1986
Groundwater monitoring wells installed. Concentrations of total PAHs of up to 8,676 ppb detected in on site wells.	11/1985 - 08/1986
Notice pursuant to Section 4(q) of the Environmental Protection Act issued by Illinois EPA.	07/1986
Phase II Site Investigation Report	12/1986
Ameren CIPS began soil removal action.	1/19/1987
Excavation complete.	03/1987
Water main to provide water to five area residents on well water completed.	10/1987
Site proposed for National Priorities List (NPL)	06/24/1988
Fencing to enclose CIPS property completed.	12/1988
Site listed on the NPL	10/01/1990
Risk Assessment and Feasibility Study Update (Addendum 5 to the Phase II Site Investigation Report)	05/1991
Record of Decision signed by Illinois EPA	09/30/1992
Signature of Remedial Design/Remedial Action Consent Decree	03/1994
Completion of Groundwater Pump and Treat System	02/1995
Preliminary Close Out Report signed	09/6/1995
First FYR Report	3/31/1999
Second FYR Report	6/15/2004
Explanation of Significant Difference signed by Illinois EPA	09/06/2005
Third FYR Report	06/15/2009
Sitewide Ready for Anticipated Use achieved	09/26/2012

## **B. Background**

### **Physical Characteristics/Land and Resource Use**

The Ameren CIPS property is located in Christian County at 917 South Webster Street in Taylorville, Illinois, and is slightly less than one acre in size. The property is bordered on the north by a residential area. On the south, it is bounded by Seaman Estates subdivision which consists of eight large wooded tracts with several single family residences. All of the tracts surround Seaman Estates Pond. To the east is Manners Park, which is the City's main multi-use facility. The site is bounded immediately on the west by the Ameren CIPS pole yard and railroad tracks. (Figure 1 displays the site's location and Figure 2 exhibits the site's layout.)

### **History of Contamination**

A manufactured gas plant operated on the CIPS property from 1883 to 1932. In 1932, the plant closed and most of the above-ground structures were torn down while the below-ground tanks were filled with debris and left in place. Contamination was discovered at the site by a septic tank contractor in October 1985. Ameren CIPS notified the Illinois EPA and then began an on-site investigation. The contaminants were identified as coal tar and its constituents. Coal tar is a byproduct of the coal gasification process and is comprised mainly of polynuclear aromatic hydrocarbons (PAHs) such as naphthalene and benzo(a)anthracene as well as VOCs such as benzene and toluene.

The site is underlain by a largely unconfined aquifer and groundwater flows from a northeast to southwest direction through fairly well sorted sand and gravel. The sand and gravel aquifer extends to approximately 90 feet below ground surface where it is underlain by bedrock comprised of limestone and dolomite. The uppermost geologic unit is loess, a windblown rock material, which ranges from 5 to 10 feet in depth. The loess consists of very fine sand, silt and clay that allow recharge of the aquifer from the surface. The water table beneath the site is approximately 15 feet below ground surface.

### **Initial Response**

In response to a notice issued by Illinois EPA under Section 4(q) of the Illinois Environmental Protection Act, 415 Ill. Comp. Stat. 5/4(q), Ameren CIPS began a removal action on January 19, 1987. Above and below-ground structures associated with the gas plant were removed. Contaminated soil at the CIPS property was removed to an average of 10 feet below ground surface. Approximately 9,000 cubic yards of contaminated soil was removed and transported to Peoria Disposal Company Landfill for disposal. Additionally, an area of approximately 600 feet by 50 feet was excavated from the drainage swale running towards the Seaman Estate Pond. The depth of this excavation averaged about 3 feet. A total of 3,000 cubic yards was excavated from the drainage swale and transported to Peoria Disposal Company Landfill for disposal. The excavation was completed in March 1987. The excavations were filled with clean soils from an off-site source.

The purpose of the removal action was to remove the source material that posed a principal threat to human health and the environment. Twenty soil borings were conducted at locations surrounding the CIPS facility. None of the samples taken from the borings immediately surrounding the CIPS property had detectable levels of PAHs. Field scientist observations confirmed the expectation that, with the exception of sediments south of the site, off-site soils were not impacted because surface drainage flowed onto the site from the east, west and northerly directions.

As part of the removal action, Ameren CIPS also extended a water main to five properties south of the CIPS property in order to provide homeowners with municipal water and remove those residents from private well water. The water main loop was completed in October 1987. In December 1988, Ameren CIPS extended the fence surrounding its property to the south to further restrict access to the site.

### **Basis for Taking Action**

The Phase I and Phase II Site Investigations conducted in 1986 concluded that soil at the CIPS property and sediment downgradient from that property were contaminated with PAHs. In addition, groundwater at the site was contaminated with PAHs and VOCs.

The contaminants of concern identified in the groundwater include total PAHs (8676 µg/L), benzene (4,500 µg/L), toluene (7,000 µg/L), ethyl benzene (680 µg/L), and total xylenes (5,000 µg/L).

The ROD stated that the site posed an unacceptable risk to human health principally through ingestion and dermal contact with on-site groundwater. The ROD concluded that actual or threatened releases of hazardous substances from the site, if not addressed by implementing the selected response action, may present an imminent and substantial endangerment to public health, welfare, or the environment.

### **C. Remedial Actions**

#### **Remedy Selection**

Illinois EPA issued a ROD on September 30, 1992 to address groundwater contamination at the Ameren CIPS site. As noted within the decision summary, the source remedial component of the selected remedy had already been implemented by the responsible party under the direction of Illinois EPA. This work consisted of removing grossly-contaminated soils down to the water table on the former gas plant property as well as highly-contaminated sediments in the drainage swale serving the site, disposing these contaminated materials in a permitted off-site landfill, and backfilling and regrading of excavation areas with clean off-site soils, followed by application of a surface gravel course or revegetation, as appropriate. This source control action to eliminate a portion of potential human health risks and minimize groundwater problems was accompanied by provision of public water to downgradient residents, and implementation of a groundwater and surface water/pond monitoring program. Illinois EPA also conducted the remedial investigation and feasibility study at the site.

The selected remedy includes a groundwater component that addressed the remaining principal threat posed by groundwater contamination through an active treatment program. The major components of the remedy include:

- Construction of an on-site groundwater pump and treat system, and operation and maintenance of the system until cleanup objectives are met;
- Expansion of the monitoring program for untreated groundwater and treatment system effluent, to supplement current monitoring efforts; and
- Complete fencing (with signs) at the site, and land use and deed restrictions, to the extent possible, for the site and affected areas.

The remedial action objectives for the Ameren CIPS site were to treat the site-related constituents contained in the groundwater to meet cleanup levels to protect future potential residential users of groundwater. Residual subsurface site related constituents should be prevented from migrating off site.

Access to the site and performance of intrusive work on the CIPS property should be restricted. By accomplishing this specific objective, the general objective to mitigate the endangerment to the public health, welfare, and the environment is accomplished.

On September 6, 2005, Illinois EPA issued an ESD and made the following significant changes to the 1992 ROD:

- Allow Ameren CIPS to conduct a pilot study on an alternate treatment method in an attempt to reduce or eliminate the length of operation time of the current groundwater pump-and-treat system;
- Revise the clean-up objective for benzo(a)pyrene, as a new Maximum Contaminant Level (MCL) had been established for this constituent; and,
- Update the clean-up objectives related to surface water quality standards for the other contaminants of concern based on new toxicity information.

ARARs identified within the 1992 ROD are listed below:

- National Oil and Hazardous Substances Pollution Contingency Plan at Title 40, Code of Federal Regulations (CFR) Part 300.
- Safe Drinking Water Act (SDWA) National Primary Drinking Water Standards at 40 CFR Part 141.
- Clean Water Act (CWA) Ambient Water Quality Criteria at 40 CFR Part 122 and National Pollutant Discharge and Elimination System ("NPDES") requirements at 40 CFR Part 125.
- Illinois Environmental Protection Act at 415 ILCS 5/1 et seq.
- Illinois Groundwater Quality Standards at Title 35 Illinois Administrative Code (IAC) Subtitle F and Surface water Quality Standards at 35 IAC Subtitle C.
- Clean Air Act (CAA) National Ambient Air Quality Standards at 40 CFR Part 50 and National Emission Standards for Hazardous Air Pollutants at 40 CFR Part 61.
- Resource Conservation and Recovery Act (RCRA) definition and identification of hazardous wastes at 40 CFR Part 261 and 35 IAC Part 721.
- RCRA requirements for generators and transporters of hazardous wastes at 35 IAC Parts 722 and 723 and RCRA requirements for owners and operators of hazardous waste treatment, storage and disposal facilities at 35 IAC Part 724.
- Air Pollution Prevention requirements at 35 IAC Subtitle B.
- Occupational Safety and Health Administrative (OSHA) regulations governing health and safety for workers involved in hazardous waste operations at 29 CFR §1910.120 and general construction regulations at 29 CFR Part 1926.

- The 1989 Groundwater Pump and Treat System Basis of Design Report also identified criteria "to be considered" within the remedial action. The To Be Considered Criteria (TBC) include the following: The SDWA's proposed MCLs and final and proposed goals (MCLGs) at 40 CFR Part 141; and,
- Risk derived levels for drinking water or discharge exposures for contaminants with no ARARs or TBCs.

## Remedy Implementation

In the March 1994 Consent Decree it signed with Illinois EPA, Ameren CIPS agreed to conduct the RD/RA for the Ameren CIPS site. In general, remedial activities were conducted as planned. The groundwater pump-and-treat system was completed in February 1995.

The remedial action at the site continues to comply with the narrative and numeric requirements within the NCP, OSHA and the Illinois Environmental Protection Act, and these ARARs continue to remain protective.

The pump and treat facility was designed and continues to be operated in accordance with RCRA ARARs. Contaminated filter media, and personal protective equipment continue to be analyzed, shipped and disposed of in accordance with RCRA and State solid waste regulations. Spent carbon taken from the carbon treatment columns from within the facility is taken off-site by the service contractor for re-generation, and re-use at the Ameren CIPS site.

The remedy has remained in compliance with the CWA as well as the State's surface water regulations. Surface water numerical standards will be utilized to monitor the remedial action in the future. In addition to the requirements set forth within the CWA, the Seaman Estate Pond Annual Monitoring Program ensures that the remedial action continues to be protective through intensive monitoring of surface water, fish tissue and sediment within the pond.

With regard to groundwater, the remedial action continues to comply with the SDWA as well as the State's 35 IAC Part 620 regulations. As discussed within the ROD, a Groundwater Management Zone (GMZ) has been instituted at the site based on the regulations at 35 IAC §620.250. The remedy continues to meet the requirements necessary for a GMZ to remain in effect. Groundwater numerical standards, which will be utilized to monitor the remedial action in the future, are discussed within the section below. The clean-up objectives set forth within the ROD for groundwater were based on the drinking water regulations at 40 CFR Part 141 and 35 IAC Part 620, including any proposed standards, as well as risk based criteria. Any revisions to 40 CFR Part 141 and 35 IAC Part 620 were compared to levels set within the ROD. In addition, all new criteria utilized by the State of Illinois based on risk were also reviewed. Thorough evaluation indicated that the levels set within the ROD for groundwater restoration continue to be protective. Since the ROD was signed in September of 1992, MCLs have been established at .0002 mg/L and .005 mg/L for benzo(a)pyrene and dichloromethane, respectively. The table below compares these MCLs to those established within the ROD.

Compound	ROD Objective	MCL
benzo(a)pyrene	.00023 mg/L	.00020 mg/L
dichloromethane	.0002 mg/L	.005 mg/L

The ESD indicated that no changes to the ROD were necessary based on the MCL for dichloromethane. Since the MCL is higher than the clean-up objective set within the ROD, the original standard will

continue to be utilized. However, the MCL for benzo(a)pyrene was lower than the clean-up objective set within the ROD. Therefore, the cleanup objective was changed to reflect the new limit.

Clean-up objectives set within the ROD for surface water focus on concentrations of contaminants within the treated water to be discharged (i.e. effluent limitations) as well as concentrations of the surface water body to which the effluent is discharged. The effluent limitations and surface water quality concentrations set forth within the ROD are the same for each contaminant because the ROD assumes the discharge occurs into a stream with no existing flow. Clean-up objectives set within the ROD for surface water were set forth in Table 4 of the ESD. Toxicity data taken from the scientific literature along with formulas from 35 IAC Part 302 were utilized to calculate the maximum allowable concentrations set forth in the ROD. Since September of 1992, toxicity information became available for compounds which previously had no data, and, in addition, the toxicity data for a number of compounds changed. In order to ensure that the requirements set within the ROD continued to be protective, surface water quality standards were re-calculated utilizing toxicity information for the contaminants of concern. Table 5 of the ESD identifies these standards.

Illinois EPA considered the new numbers to be more precise and to more accurately reflect concentrations which are protective of human health and the environment because new and more accurate toxicity data were utilized in the calculations. Therefore, Illinois EPA required the effluent from the pump and treat facility to meet all newer standards where the concentration was lower than that identified within the 1992 ROD.

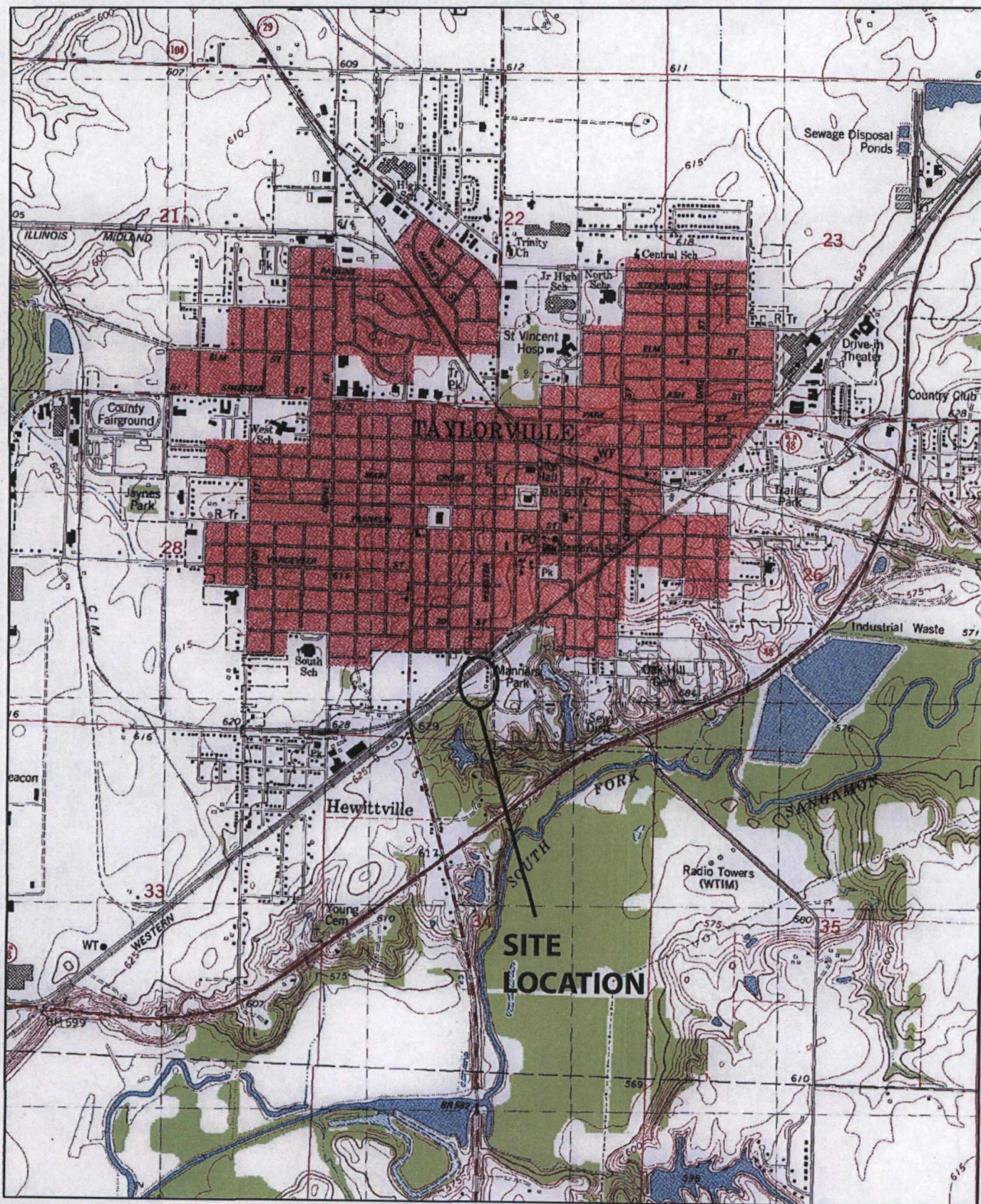
#### **D. System Operation/Operation and Maintenance**

The groundwater treatment system at the Ameren CIPS site consist primarily of two carbon units operating in series. Bag filters for solids removal are in place prior to groundwater entering the first carbon unit. The system also has provisions to backwash the carbon units as necessary.

Raw groundwater entering the facility is analyzed for several compounds including organics twice per month. Water between the carbon units is sampled twice per month to monitor organic breakthrough. Based on the results of this sampling point and operating history, a determination is made regarding changing the carbon media. Once new carbon has been placed in the lead carbon unit, it is switched to become the polishing (lag) carbon unit. The previous polishing carbon unit then becomes the lead carbon unit. The treated water is continuously discharged and is sampled weekly for various compounds including VOCs and PAHs. Sample results and flow information is submitted to Illinois EPA.

Ameren Illinois Company is conducting long-term monitoring of groundwater, surface water and fish sampling in Seaman Estate's pond to ensure that there is no risk to human health and the environment.





Data Source: USDA

AMEREN CIPS SITE

FIGURE 1



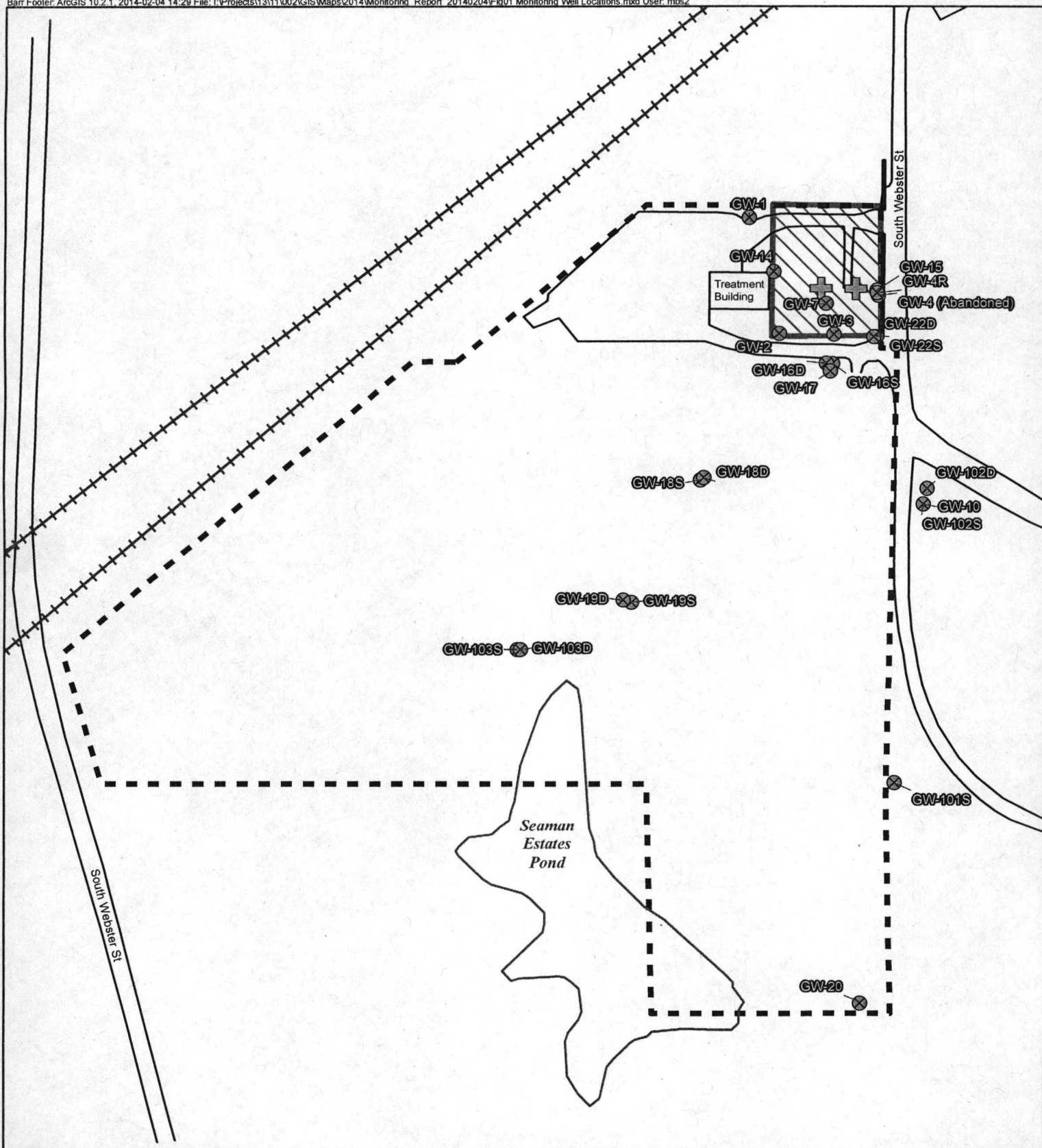


Figure 2

MONITORING WELL  
LOCATIONS  
Former CIPS MGP Site  
Taylorville, Illinois

- ⊗ Monitoring Well
- ⊕ Extraction Well
- - - Groundwater Restrictions Boundary
- Former MGP Boundary and Soil Restrictions (Christian Co. Parcel ID No. 17-13-27-331-005-00)
- +++ Railroad
- ☞ Pond





443070



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2012R04842

LINDA CURTIN

CHRISTIAN COUNTY RECORDER

TAYLORVILLE, IL

RECORDED ON

08/30/2012 09:06AM

PAGES: 20 DK

REC FEE: 28.00

AUTO FEE: 18.00

GIS FEE: 20.00

RHSP FEE: 9.00

RHSP CO FEE: 0.50

RHSP REC FEE: 0.50

**This instrument was prepared by:**

Ameren Services Company  
1901 Chouteau Avenue (MC 700)  
St. Louis, Missouri 63103

**Please return this instrument to:**

Kim Geving, Assistant Counsel  
Illinois EPA  
1021 N. Grand Ave. East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

**ENVIRONMENTAL COVENANT****1. Environmental Covenant:**

This Environmental Covenant is made this 22 day of August, 2012 by Ameren Illinois Company, doing business as Ameren Illinois, an Illinois corporation ("AIC") corporate successor to Central Illinois Public Service Company ("Grantor") and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 ("UECA"), for the purpose of subjecting the Property to the activity and use limitations described herein.

**2. Property and Grantor:**

**A. Property:** The real property subject to this Environmental Covenant is located at 917 South Webster Street, Taylorville, Illinois in Christian County, more particularly described on Appendix A, which is attached hereto and made part hereof ("the Property"). The county parcel number of this Property is 17-13-27-331-006-00.

**B. Grantor:** The Grantor is the current fee owner of the property, AIC is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is 300 Liberty Street, Peoria, Illinois 61602.

**3. Holders (and Grantees for purposes of indexing):**

**A.** The Illinois Environmental Protection Agency ("Illinois EPA") is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276.

- B. AIC, its successors and assigns, is a Holder of this Environmental Covenant pursuant to UECA. The mailing address of AIC is 300 Liberty Street, Peoria, Illinois. Regardless of any future transfer of the Property, AIC shall remain a Holder of this Environmental Covenant. AIC is to be identified as both Grantee and Grantor for purposes of indexing.

**4. Agencies:**

The Illinois EPA and the U.S. Environmental Protection Agency ("U.S. EPA") are "Agencies" within the meaning of Section 2(2) of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

**5. Environmental Response Project and Administrative Record:**

- A. This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.
- B. The Property is part of the Central Illinois Public Service Company Site ("the Site"), which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, listed on the National Priorities List ("NPL"), set forth at 40 C.F.R. Part 300, Appendix B, in 1990 (see 55 Fed. Reg. 35502 (August 30, 1990)).
- C. Investigations indicated the presence of polyaromatic hydrocarbons ("PAHs"), including benzo(a)pyrene, anthracene, and phenanthrene, as well as benzene and toluene, in soils and groundwater at the site. Various remedial actions have been performed. Ingestion and inhalation pathways were addressed with soil removal in 1987. Recovery wells were installed on the site in 1995 to contain contaminated groundwater along with a carbon treatment system to treat recovered groundwater. The groundwater recovery and treatment system along with environmental monitoring are performed pursuant to the terms and conditions of the Record of Decision ("ROD") and Consent Decree. A Memorandum of Judgment was recorded May 13, 1994 as Doc. No. 1994R3089 in the case of People of the State of Illinois v. Central Illinois Public Services Company, Case No. 93-3332.
- D. In a ROD dated September 30, 1992, the Illinois EPA, in consultation with U.S. EPA, selected a plan for remediation of the site that included removing certain soils and sediments, treating groundwater, and imposing institutional controls. Those remedial actions and objectives were embodied in a Consent Decree executed by Illinois EPA, U.S. EPA, and Central Illinois Public Service Company in December 1993. Illinois EPA has been designated as the lead enforcement agency for the Site. The remedial action plan requires implementation and compliance with land and groundwater activity and use limitations at the site in order to prevent unacceptable exposures from any hazardous substances remaining at the Site.

- E. AIC, in compliance with requirements set forth in the ROD and Consent Decree, is placing groundwater usage restrictions on the site ("the Property") utilizing restrictive covenants that will apply to the Property, identified by Illinois EPA Bureau of Land under Identification Number 0218160007.
- F. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the site.
- G. The Administrative Record for the environmental response project at the Site (including the Property) is maintained at the Taylorville Public Library, 121 W. Vine Street, Taylorville, Illinois 62568. Persons may also contact FOIA Officer, 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276 for the Administrative Record or other information concerning the site.

**6. Grant of Covenant. Covenant Runs With the Land:**

Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

**7. Activity and Use Limitations:**

The following Activity and Use Limitations apply to the Property:

- A. **No Groundwater Usage** -- The groundwater under the Property shall not be used as a potable supply of water;
- B. **No Groundwater Wells** -- There shall be no wells installed on the property except for those approved by Illinois EPA; --
- C. **Handling of Contaminated Groundwater** -- Any contaminated groundwater removed from the Property shall be handled in accordance with all applicable laws and regulations and as required by the ROD and/or Consent Decree;
- D. **Handling of Soils** -- As part of the remediation efforts, approximately the top ten feet of soil from the environmentally impacted area has been removed and replaced with clean cover. In the event subsurface soils are removed, excavated, or disturbed from the impacted area depicted in Appendix B, such soils should be evaluated and managed in accordance with all applicable laws and regulations.

**8. Right of Access:**

Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EPA and U.S. EPA entering and having continued access at reasonable times to the Property for the following purposes:

- A. Monitoring or implementing response actions in any CERCLA decision document affecting the Property or any associated work plans;
- B. Verifying any data or information submitted to Illinois EPA and U.S.EPA;
- C. Verifying that no action is being taken on the Property in violation of the ROD, the Consent Decree or this instrument or any federal or state environmental laws or regulations;
- D. Monitoring response actions on the Property and conducting investigations relating to contamination on or near the Property, including, without limitation, sampling of air, water, sediments, soils, and obtaining split or duplicate samples;
- E. Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations and by CERCLA;
- F. Implementing additional or new response actions if the Illinois EPA, with the concurrence of U.S.EPA, pursuant to authority under applicable law, determines that such actions are necessary.

**9. No Limitation of Rights or Authorities:**

Nothing in this document shall limit or otherwise affect Illinois EPA's or the U.S. EPA's rights of entry and access or authority to take response actions under CERCLA, the National Contingency Plan ("NCP"), or other federal or state law.

**10. Reserved Rights of Grantor:**

Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations identified herein.

**11. No Public Access and Use:**

No right of access or use by the general public to any portion of the Property is intended or conveyed by this instrument.

**12. Future Conveyances, Notice and Reservation:**

- A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice and reservation which is in substantially the following form:

The interest conveyed hereby is subject to and Grantor specifically reserves the environmental covenant executed under the Uniform Environmental Covenants Act ("UECA") at 765 ILCS 122 recorded in the official property records of Christian County, Illinois on \_\_\_\_\_ as document no \_\_\_\_\_, in favor of and enforceable by grantor as a UECA holder, the Illinois Environmental Protection Agency as a UECA holder and the U.S. Environmental Protection Agency as a UECA agency.

- B. Grantor agrees to provide written notice to Illinois EPA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new owner to the fee interest, and the portion of the Property conveyed to that owner of the fee interest.

**13. Enforcement and Compliance:**

- A. **Civil Action for Injunction and Equitable Relief:** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. the Illinois Environmental Protection Agency;
- ii. the Holders of the Environmental Covenant; and
- iii. the U.S. Environmental Protection Agency.

- B. **Other Authorities Not Affected: No Waiver of Enforcement** - All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA or Illinois EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA and Illinois EPA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA, or Illinois EPA.

- C. **Former Owners and Interest Holders Subject to Enforcement:** An owner of the fee interest, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner of the fee interest or other person which occurred during the time when the

owner of the fee interest or other person was bound by this Environmental Covenant regardless of whether the owner of the fee interest or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

**14. Waiver of Certain Defenses:**

This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

**15. Representations and Warranties:**

Grantor hereby represents and warrants to the Illinois EPA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted in Appendix C attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Grantor will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on Appendix C.

**16. Amendment or Termination:**

Except the Illinois EPA and U.S. EPA, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EPA, U.S. EPA and the current owner of the fee simple of the Property, unless waived by the Agencies. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant. Grantor reserves the right to modify in whole or in part the restrictions set forth in subparagraphs 7 (a)-(d), upon approval of Illinois EPA and U.S.EPA.

**17. Notices:**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

**To Grantor:**

ATTN: Manager of Real Estate Department  
Ameren Services Company as authorized Agent for  
Ameren Illinois Company



1901 Chouteau Avenue (MC 700)  
St. Louis, Missouri 63166-6149

To Holder:

Ameren Illinois Company  
ATTN: Manager of Real Estate Department  
%Ameren Services Company  
1901 Chouteau Avenue (MC 700)  
St. Louis, Missouri 63166-6149

To U.S. EPA:

U.S. Environmental Protection Agency  
Superfund Division Director  
77 West Jackson Boulevard  
Chicago, IL 60604

To Illinois EPA:

Illinois Environmental Protection Agency  
Chief, Bureau of Land  
1021 N. Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62794-9276

**18. Recording and Notice of Environmental Covenant, Amendments and Termination:**

- A. The Original Environmental Covenant:** An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.
- B. Termination, Amendment or Modification:** Within 30 days after Illinois EPA and U.S. EPA (whichever is later) sign and deliver to owner of the fee interest any termination, amendment or modification of this Environmental Covenant, the owner of the fee interest shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.
- C. Providing Notice of Covenant, Termination, Amendment or Modification:** Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. Illinois EPA;
- ii. U.S. EPA;
- iii. each person holding a recorded interest in the Property, including those interest in Appendix C;
- iv. each person in possession of the Property, and
- v. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the owner of the fee interest shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

**19. General Provisions:**

- A. Controlling law:** The interpretation and performance of this instrument shall be governed by the laws of the State of Illinois and the United States of America.
- B. Liberal Construction:** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Grantor to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation, and CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. No Forfeiture:** Nothing contained herein will result in a forfeiture or reversion of AIC's title in any respect.
- D. Joint Obligation:** If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
- E. Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**20. Effective Date:**

This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and U.S. EPA, whichever is later.

**Appendices:**

- Appendix A Legal Description of the Property
- Appendix B Diagram of Impacted Soil Area
- Appendix C List of Recorded Encumbrances

**FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Illinois Environmental Protection Agency

State of Illinois )

)SS.

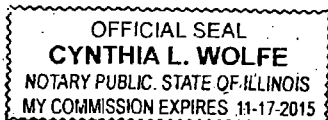
County of Sangamon )

This instrument was acknowledged before me on July 16, 2012, by John King, ~~agent~~ of the Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

Cynthia L. Wolfe  
Notary Public

My Commission Expires (date)

11-17-2015



THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

**FOR THE GRANTOR:**

Executed this 9<sup>th</sup> day of July, 2012.

Ameren Illinois Company, d/b/a Ameren Illinois,  
an Illinois Corporation

By: *Dennis W. Weisenborn*  
Dennis W. Weisenborn  
Its: Vice-President

STATE OF MISSOURI )

) SS

CITY OF ST. LOUIS )

On this 9<sup>th</sup> day of July, 2012, before me, the undersigned, a Notary Public in and for the State of Missouri, duly commissioned and sworn, personally appeared Dennis W. Weisenborn, known to be a Vice-President of Ameren Illinois Company, d/b/a Ameren Illinois, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year written above.

*Nannette H. Morton*  
Notary Public in and for the  
State of Missouri  
My Commission Expires: \_\_\_\_\_



**FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

On behalf of the Administrator of the  
United States Environmental Protection Agency

By: Richard C. Karl  
Richard C. Karl, Director  
Superfund Division  
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF COOK       )

The foregoing instrument was acknowledged before me this 20th day of  
AUGUST, 2012, by Richard C. Karl, Director, Superfund Division, Region 5 of the  
United States Environmental Protection Agency.

Bertanna M. Louie  
Notary Public  
My Commission Expires



Expires  
3/15/2014

## **APPENDIX A**

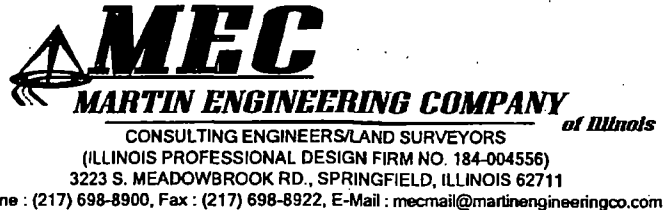
### **LEGAL DESCRIPTION OF THE PROPERTY**

**ALL THAT PART OF THE NORTH HALF (N.1/2.) OF THE SOUTH EAST QUARTER (S.E. ¼.) OF THE SOUTH WEST QUARTER (S.W.1/4.) OF SECTION TWENTY SEVEN (SEC. 27.), IN TOWNSHIP THIRTEEN NORTH (T.13.N.), RANGE TWO WEST (R.2.W) OF THE THIRD PRINCIPAL MERIDIAN (3RD. P. M.), CHRISTIAN COUNTY, ILLINOIS, WHICH IS DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE WEST LINE OF WEBSTER STREET (EXTENDED SOUTHWARDLY) IN THE CITY OF TAYLORVILLE, WITH THE NORTH LINE OF THE PUBLIC HIGHWAY WHICH EXTENDS EAST AND WEST ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED HALF QUARTER QUARTER SECTION (THE SAID POINT OF INTERSECTION BEING TWENTY FIVE FEET (25') NORTH AND TWENTY THREE AND NINE TENTHS FEET (23.9') WEST OF THE SOUTH EAST CORNER (S. E. COR.) OF THE SAID HALF QUARTER QUARTER SECTION), AS THE PLACE OF BEGINNING, MEASURE WESTWARDLY, SIX HUNDRED SEVENTEEN AND SEVEN TENTHS FEET (617.7'), ALONG THE NORTH LINE OF THE SAID PUBLIC HIGHWAY, TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE WABASH RAILROAD COMPANY; THENCE DEFLECTING ONE HUNDRED FORTY DEGREES AND TWENTY EIGHT MINUTES (140°28') TO THE RIGHT, MEASURE NORTHEASTWARDLY, THREE HUNDRED THIRTY FIVE AND TWO TENTHS FEET (335.2'), ALONG THE SAID RIGHT OF WAY LINE; THENCE DEFLECTING THIRTY NINE DEGREES AND THIRTY TWO MINUTES (39°32') TO THE RIGHT, MEASURE EASTWARDLY, THREE HUNDRED FORTY NINE AND FOUR TENTHS FEET (349.4'), ALONG A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF THE SAID HALF QUARTER QUARTER SECTION, TO THE SAID SOUTHERLY EXTENSION OF WEBSTER STREET; THENCE MEASURE SOUTHWARDLY, TWO HUNDRED FIFTEEN FEET (215'), ALONG THE SAID EXTENDED WEST LINE OF WEBSTER STREET, TO THE PLACE OF BEGINNING. CONTAINING AN AREA OF ONE HUNDRED THREE THOUSAND NINE HUNDRED SIXTY THREE SQUARE FEET (103,963 S. F.), OR 2.3867 ACRES.**

FOR:

AMEREN ILLINOIS COMPANY DBA/ AMEREN ILLINOIS  
FORMERLY KNOWN AS CENTRAL ILLINOIS PUBLIC SERVICE  
COMPANY

1915 OLD BUS LINE ROAD  
P.O. BOX 579  
HILLSBORO , ILLINOIS 62049



## PLAT OF SURVEY

Part of the Southeast Quarter of the Southwest Quarter of Section 27, and part of the Northeast Quarter of the Northwest Quarter of Section 34, all in Township 13 North, Range 2 West of the Third Principal Meridian, Taylorville, Christian County, Illinois, more particularly described as follows.

Beginning at the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 34, thence South 02 degrees 45 minutes 22 seconds East, on the East line of said Northwest Quarter, a distance of 330.91 feet; thence South 88 degrees 32 minutes 43 seconds West, a distance of 360.00 feet; thence North 02 degrees 45 minutes 22 seconds West, a distance of 331.51 feet to a point on the South line of the Southeast Quarter of the Southwest Quarter of said Section 27; thence North 00 degrees 00 minutes 00 seconds East, a distance of 22.35 feet; thence South 88 degrees 38 minutes 24 seconds West, a distance of 827.31 feet to a point on the East right of way line of South Shumway Street (aka - Nokomis Road); thence North 18 degrees 11 minutes 20 seconds West, on said East right of way line, a distance of 207.00 feet to a point on the Southeasterly right of way of the Norfolk Southern Railroad; thence North 48 degrees 43 minutes 50 seconds East, on said Southeasterly right of way line, a distance of 689.41 feet to a point on the North line of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 27; thence North 88 degrees 57 minutes 00 seconds East, on said North line, a distance of 66.07 feet; thence North 49 degrees 06 minutes 56 seconds East, on said Southeasterly right of way line, a distance of 374.67 feet; thence North 88 degrees 57 minutes 00 seconds East, a distance of 353.60 feet to a point on the West right of way line of Webster Street; thence South 01 degrees 37 minutes 36 seconds East, on said West right of way line, a distance of 215.01 feet; thence North 88 degrees 57 minutes 00 seconds East, a distance of 23.90 feet; thence South 01 degrees 20 minutes 00 seconds East, a distance of 25.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 659.00 feet to the point of beginning, containing 21.28 acres, more or less.

Subject to recorded Easements and right of ways of record, if any.

SHEET 2 OF 2 SHEETS

# PLAT OF SURVEY

SHEET 2 OF 2 SHEETS FOR LEGAL DESCRIPTION)



MARTIN ENGINEERING COMPANY

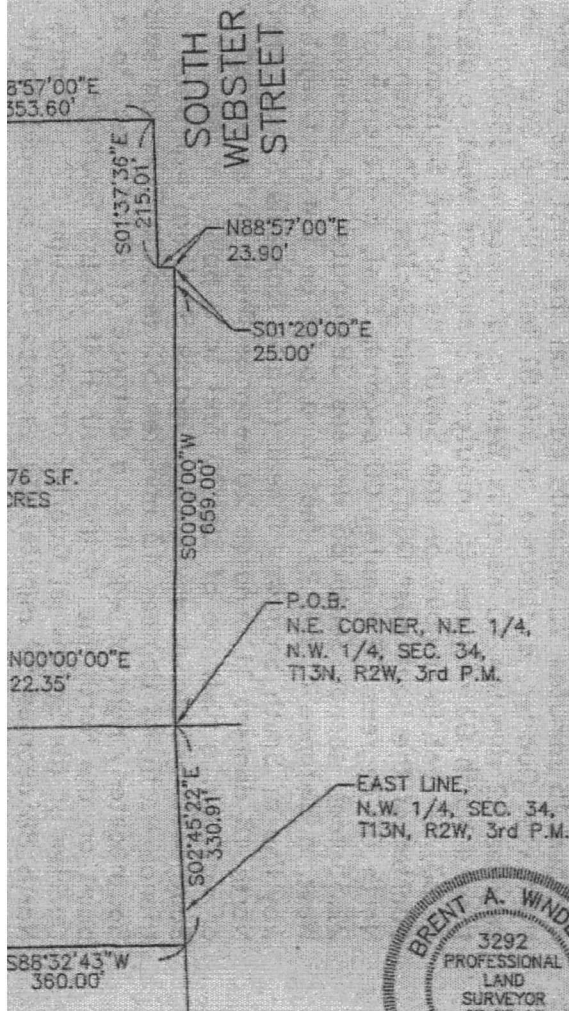
of Illinois

CONSULTING ENGINEERS/LAND SURVEYORS

(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004558)

3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711

Phone: (217) 698-8900, Fax: (217) 698-8922, E-Mail: mecon@martinengineeringco.com



200' 100' 0 200'

SCALE : 1" = 200'  
DATE: JANUARY 23, 2012  
AREA = 926,841.76 S.F.  
21.28 ACRES



## LEGEND

--- SECTION LINE

FIELD WORK COMPLETED JANUARY, 2012.

BASIS OF BEARING S02°45'22"E ON THE EAST LINE OF THE N.W. 1/4, SEC. 34, T13N, R2W, 3rd P.M. (ASSUMED)

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17021C0275D, (EFFECTIVE DATE: JUNE 16, 2011).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF JANUARY, 2012, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3292

DATE SIGNED : 1-26-2012

LICENSE EXP. DATE : NOV. 30, 2012

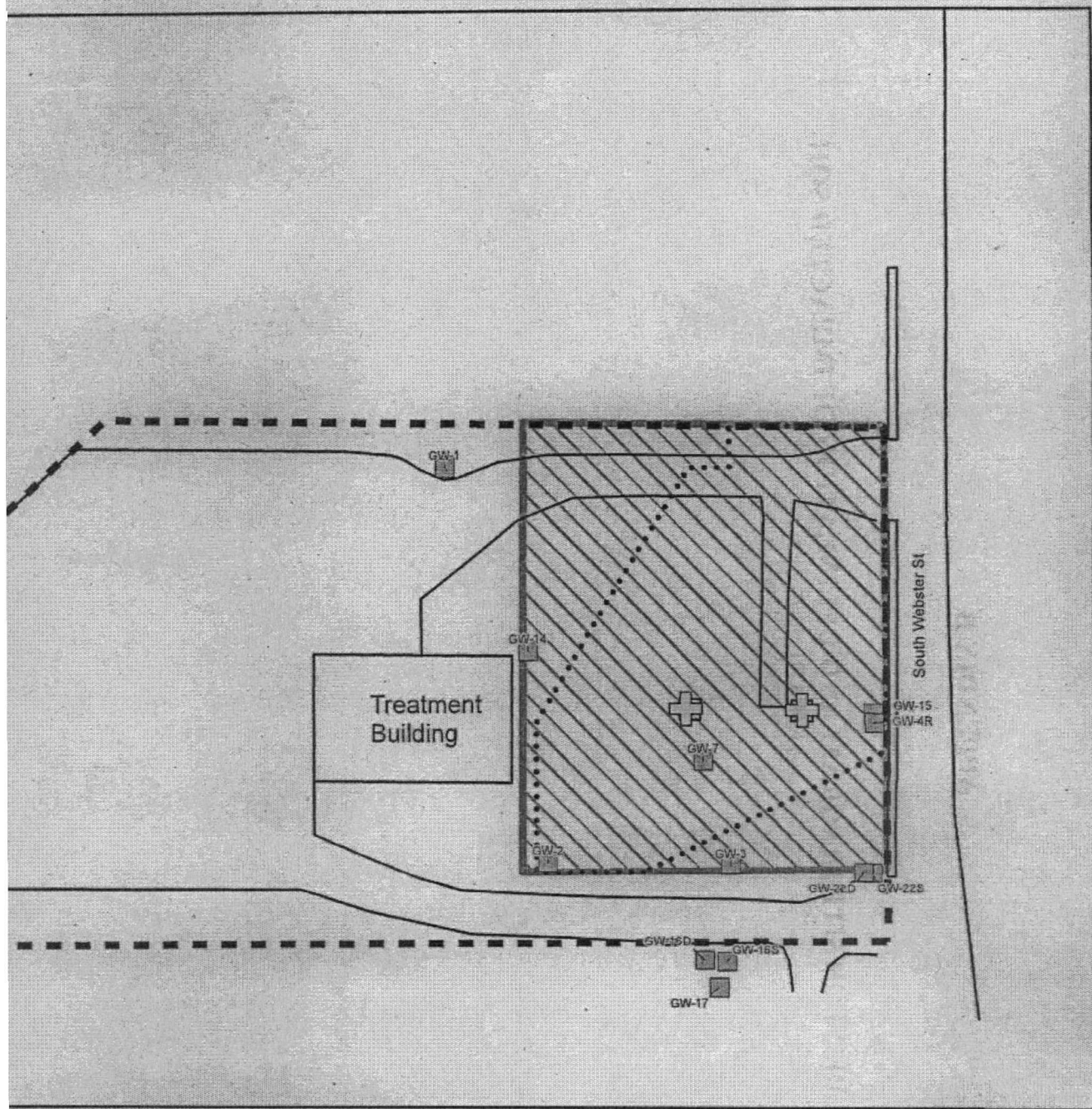
REVISED 1/26/2012 SHEET 1 OF 2 SHEETS



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## **APPENDIX B**

**(PLACEHOLDER FOR SITE DIAGRAM AND DELINEATION OF IMPACTED SOIL  
AREAS)**



APPENDIX B  
Former CIPS MGP Site  
Taylorville, Illinois

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## APPENDIX C

**OWNERS FORM  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE B**

**Policy No.:** 75306-85474773

**SPURLING TITLE, INC. 118 WEST MARKET STREET TAYLORVILLE, IL 62568  
PHONE: 217-824-3899 FAX: 217-824-3898**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**General Exceptions:**

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

**Special Exceptions:** The mortgage, if any, referred to in Item 4 of Schedule A.

1. Taxes for the years 2010 and 2011, not yet due or collectable.

Taxes for the year 2009 appear paid.

17-13-27-331-005-00

17-13-27-331-006-00

17-13-27-300-001-00

17-13-27-300-002-00

17-13-27-300-003-00

**Countersigned**

  
Authorized Signatory

**OWNERS FORM  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE B (continued)**

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**Policy No.:** 75306-85474773

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**17-13-34-100-010-00**

2. Rights of the public and the municipality in and to as much of the premises in question as may be used, taken or dedicated for Webster Street, (and the southerly extension thereof) and rights of public and quasi public utilities in and to such portions.
3. Rights of way for drainage ditches, feeders, laterals, and underground tiles, if any.
4. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of any stream across the premises.
5. Judgment rendered in the United States District Court of the Central District of Illinois, Case Number 93-3332, in favor of the People of the State of Illinois against Central Illinois Public Service Company; a memorandum of which was recorded on May 13, 1994 as Doc. No. 1994R3089.
6. Indentures and supplements thereto relating to security interests in the land, including, but not limited to The Bank of New York Mellon Trust Company, N.A., including, but not limited to Supplemental Indenture recorded May 27, 2011 as Doc. No. 2011R02349.
7. Easement granted by instrument dated January 4, 1974, and recorded January 16, 1974, as Doc. No. 74-11140, made by Vida Seaman Baxter and the Taylorville Sanitary District, an Illinois municipal corporation, to construct, maintain, operate, remove and replace a permanent sewage forcemain and necessary appurtenances, over, under, across and through that part of the SE1/4 of the SE 1/4 of Section 27, T. 13 N. R. 2 W. of 3rd P.M. lying east and adjacent to the railroad right of way; said line to be 10 feet in width with right of ingress and egress.
8. Covenants and restrictions contained in Warranty Deed dated April 1, 1987 and recorded April 1, 1987 as Doc. No. 87-20224, made by Robert W. Craggs and Sharly Craggs, husband and wife, to Central Illinois Public Service Company, relating to the use for residential purposes only, construction and living space, and no mobile homes or similar units placed on the described premises for a term of 40 years from date of deed.
9. Easement granted by instrument daed August 20, 1984, and recorded August 22, 1984, as Doc. No. 84-4460, made by Robert W. Craggs and Sharly A. Craggs, husband and wife, with Vida Seamen Baxter and Victor Baxter, wife and husband, a right of ingress and egress over an dacross 30 feet as to part of the S1/2 of the SE1/4 of the SW 1/4 of Section 27, T. 13 N. R. 2 W. of 3rd P
10. Covenants and restrictions contained in Warranty Deed dated October 25, 1984, and recorded on October 25, 1984, as Doc. No. 84-5501, made by Robert W. Craggs and Sharyl A. Craggs, husband and wife, to Timothy J. Szabo, pertaining to the use of premises for residential purposes only, ground floor area for structures to be erected, no mobile homes or moveable type residential units for a term of 40 years from date to the execution of deed.
11. Easement recorded October 26, 1987 as Doc. No. 87-23942, made by Timothy J. Szabo and

**OWNERS FORM  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE B (continued)**

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**Policy No.: 75306-85474773**

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Trina Szabo to Central Illinois Public Service Company for installing, maintaining, removing and replacting a water transmission and distribution pipeline facility and necessary appurtenances.

12. Annexation Ordinance No. 2907 of the City of Taylorville, recorded as Doc. No. 1999R02735.

See Doc. No. 87-22972 for copy of City Ordinance No. 2255 of the City of Taylorville, being an Ordinance Authorizing Execution of Annexation Agreement.

13. Agreement dated August 21, 1987 and recorded October 27, 1987 as Doc. No. 87-24021, made by and among Central Illinois Public Service Company and Timothy Szabo, et al, (being surrounding land owners) regarding water line and appurtenant equipment for connection to municipal water service.

(See Doc. No. 87-22971 (being also Plat Book 5 Page 469) for map of proposed water main).

14. Grant of Easement recorded July 6, 1989 as Doc. No. 89-9181, made by Central Illinois Public Service Company to the City of Taylorville, for a water transmission and distribution facility.

15. Assignment of Easements and Dedication of Water Distribution Facilities recorded July 6, 1989 as Doc. No. 89-9180, made by Central Illinois Public Service Company to the City of Taylorville, for a water transmission and distribution facility.

16. Rights of public and quasi-public utilities in and to such portions, including, but not limited to the rights of the Taylorville Sanitary District in and to an unrecorded (or possibly unwritten) easement for a sewer force main, according to actual notice thereof provided by the Taylorville Sanitary District.



STATE OF ILLINOIS  
CHRISTIAN COUNTY } SS No. 87-24021  
Filed for record on the 27th day  
of October AD. 1987  
8:10 o'clock P.M.

Filmed  
& Indexed

AGREEMENT

*Charles Hall*

Recorder

THIS AGREEMENT made this 21st day of August, 1987, by and among CENTRAL ILLINOIS PUBLIC SERVICE COMPANY, an Illinois corporation, having its principal office in Springfield, Illinois ("CIPS"); TIMOTHY J. SZABO and TRINA SZABO, of Taylorville, Illinois; ROGER WAREHAM and JOYCE WAREHAM of Taylorville, Illinois; DONALD GOECKNER and IRMA J. GOECKNER of Taylorville, Illinois; MICHAEL SPECHA and KAY SPECHA of Taylorville, Illinois; WILLIAM R. APPLETON and MAUREEN APPLETON of Taylorville, Illinois; and ALAN DOBER and RUTH DOBER of Taylorville, Illinois; with regard to the methods, terms and conditions of acquiring a supply of water from the City of Taylorville to an area comprised of parcels owned by the several parties hereto situated in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 27, and the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 34, all in Township 13 North, Range 2 West of the Third Principal Meridian, Taylorville Township, Christian County, Illinois, commonly known as the "Seaman Estate"; and the restoration of a small pond on that property.

WITNESSETH:

WHEREAS, on the date hereof, the parties hereto owned fee simple interest in the parcels of real estate as described on Exhibit 1 attached hereto and incorporated by reference herein, subject to certain liens and encumbrances,

the parcels being identified herein for convenience as Tracts A through J and owned by the parties as follows:

Central Ill. Public Serv. Co.	Tracts A and B
Timothy and Trina Szabo	Tract C
Roger and Joyce Wareham	Tract D
Donald and Irma J. Goeckner	Tracts E, F and G
Michael and Kay Specha	Tract H
William and Maureen Appleton	Tract I
Alan and Ruth Dober	Tract J

WHEREAS, the parties hereto are concerned with the potential pollution of the aquifer underlying the said real estate described on Exhibit 1; and,

WHEREAS, CIPS has offered to provide the real estate described on Exhibit 1 and each parcel thereof with another source of water other than that contained in the aquifer lying thereunder; and,

WHEREAS, the parties hereto believe that the City of Taylorville will provide water to the said real estate from the public water supply of the City of Taylorville provided that the parties hereto enter into a pre-annexation agreement with the City of Taylorville; and,

WHEREAS, the parties hereto are willing to enter into a pre-annexation agreement to allow such annexation to supply public water, provided certain conditions stated herein are met; and,

WHEREAS, the parties hereto are willing to grant certain underground easements to lay water lines and to construct

said lines so as to provide water from the City of Taylorville to each party's tract as described on Exhibit 1, and to complete a "loop" connection with the existing City of Taylorville Water Distribution System; and,

WHEREAS, CIPS is willing to pay all costs of constructing said loop, and further to pay all tapping fees and other costs stated herein for each parcel of real estate described on Exhibit 1 and identified herein as Tracts A through J inclusive, and to connect that extended water distribution system to the foundation of any single residence constructed on the Tracts identified as A through J inclusive within thirty (30) days of the construction of each such foundation and written notice from the owner thereof to CIPS that such residence is ready for installation of a connection line from the public water distribution system to its foundation, provided each such foundation is constructed before the date of this Agreement or within ten (10) years from the date hereof.

NOW, THEREFORE, in consideration of the reciprocal promises, covenants, and undertakings stated herein of each of the parties hereto, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

A. Water Supply in Lieu of Wells.

1. CIPS agrees to design, construct, and install, at the expense of CIPS, and pursuant to applicable specifications contained in the City Code of the City of Taylor-

ville, and in any rule or regulation of any agency of said City, Christian County, the State of Illinois, or the United States of America having jurisdiction over said real estate or over public water transmission and distribution systems, an underground water distribution line commencing at Tract C and running generally south along the westerly side of Tracts C, D, E, F, H and I, extending to points further south of the properties owned by the parties hereto, and returning from said other property north across Tracts G, J, and B to complete a "loop" connection with the existing City of Taylorville Water Distribution System, all across and beneath the Tracts referred to above on the easements hereinafter more particularly described and as shown on Exhibit 2. The installation of said "loop" shall be completed within ninety (90) days of the execution of a pre-annexation agreement by all of the parties hereto and the City of Taylorville and the issuance of any necessary permits. CIPS agrees and covenants that it will use all reasonable efforts and diligence to acquire all necessary permits in a timely and expeditious manner. If the same is not installed in said ninety (90) day period, extended only by construction delays caused by strikes, inclement weather or other external events or causes not within the control of CIPS, then CIPS shall pay to the owners of each of the Tracts described on Exhibit 1, excepting CIPS, as and for liquidated and agreed damages for such delay, the sum of One Hundred Dollars (\$100.00) per day after the said ninety (90) day period expires.

2. CIPS shall acquire at its cost and expense any easements across and beneath any property not described on Exhibit 1, and, in addition to the design, construction and installation of the aforescribed water transmission and distribution line, shall install at the cost of CIPS a connection line from the transmission and distribution line to the foundation of one residence constructed on each Tract described on Exhibit 1 within thirty (30) days of the construction of the foundation of such residence and written notice to CIPS from the owner thereof requesting such connection, provided that such foundation be constructed before the date hereof or within ten (10) years of the date hereof; and CIPS further agrees to pay any and all tapping fees for each such connection completed within such period, and also the costs of any required devices, including but not limited to backflow devices and/or inspections to allow immediate tapping to the system as mandated by applicable City or County ordinances, State laws, rules or regulations in force at the time of connection.

3. Upon the completion of the design, construction and installation of the aforescribed water transmission and distribution "loop" within the time stated herein, CIPS shall convey the appropriate portions of the transmission and distribution line to the City of Taylorville, and the connecting service lines to the owners of the various parcels served thereby and after the same are accepted by the City of Taylorville as complying with all applicable speci-

fications of said City, Christian County, State of Illinois, and Federal governmental agencies having jurisdiction over the real estate or public water transmission and distribution systems, CIPS shall thereafter have no further responsibility for the maintenance, repair, or use of any of said lines.

4. All of the parties hereto agree to provide easements for the construction, installation and use of the aforescribed underground water transmission and distribution lines, which easements shall consist of a permanent easement 10' in width and a temporary adjacent construction easement of an additional 30' in width, all across and beneath a route generally described as running along the westerly side of Tracts C, D, E, F, H and I along and parallel with the easterly side of the public highway known as "Nokomis Road" in such location as the City of Taylorville and the Christian County Highway Department deems will not interfere with the maintenance, expansion and use of said public highway; and across Tracts G, J and B in the location identified on Exhibit 2 attached hereto and made a part hereof.

5. Said easements shall be granted without cost and made to CIPS which may then convey the same to the City of Taylorville, and will be in the form of Exhibit 3 attached hereto and incorporated herein by reference. Said easements shall be in the usual form for underground utility easements, including a restriction on construction of permanent improvements on the surface of the permanent easement strip, the



reservation by the owner for all other surface uses (expressly including the right to construct a driveway or roadway), and the requirement that the user of the easement restore the surface after any excavation or other work, whether for original construction and installation or subsequent repair, maintenance, enlargement, or the like, as well as to repair or pay compensation for any other damage to the surface caused by such work. No tree in excess of 6" in diameter shall be destroyed on the temporary construction easement, and CIPS agrees to require its engineers and contractors to consult with each property owner with regard to the placement of the underground water line within the limits of the 10' permanent easement as it may be reasonably adjusted to minimize damage to existing trees and shrubs.

6. All of the parties hereto agree and covenant that the use of all existing water wells shall cease, and those wells shall be abandoned, and no other water wells shall be drilled upon any of the parcels subject to this Agreement, nor will any subterranean water be intentionally brought to the surface by any means for any use whatsoever, including but not limited to human consumption, animal consumption, watering of lawns, trees, shrubs or crops, or any other purpose whatsoever; the only exceptions to this absolute prohibitive covenant being for testing purposes directed or approved by the Illinois Environmental Protection Agency or the United States Environmental Protection Agency, and the continued use of that subterranean well in existence

at the making of this Agreement on Tract I for the sole and limited use of operating a closed geothermal heating/cooling system. All of the properties subject to this Agreement described on Exhibit 1 shall use as their sole source of water for all purposes whatsoever, the public water supply provided by the City of Taylorville, or water otherwise transported to the premises.

7. All of the parties hereto acknowledge and agree that by reason of the ordinances and policies of the City of Taylorville, the connection to the public water system of that city as required by this Agreement will not be permitted without either all of the properties to be served by said proposed extension of the Taylorville water system being annexed into the corporate limits of the municipality of Taylorville, or the owners thereof having entered into a valid pre-annexation agreement as authorized by provisions of the Illinois Municipal Code, obligating the various parcels to become annexed to the City of Taylorville within a certain period of time, upon or after the occurrence of certain specified events.

8. The parties hereto agree to enter into a pre-annexation agreement provided the same does not alter any of the terms hereof, does not release any party hereto from any damage which otherwise may be owing to any other party hereto, and does not place any unreasonable restrictions on the real estate described in Exhibit 1, for the express purpose of permitting the construction and connection of the

aforescribed water transmission and distribution line as stated herein.

B. Lake Restoration.

1. CIPS agrees to pay the actual costs of the construction of an earthen dam generally situated along part of the easterly border of the properties subject hereto sufficient to raise the level of the surface of the lake to a minimum elevation of 598' above sea level. All of the parties hereto other than CIPS agree that they shall, as a formal or informal partnership, joint venture, or association, in consideration for CIPS bearing the costs as aforesaid, attend to the design and construction of the dam on the following terms:

a. The dam shall extend to the easterly border of the Seaman Estate property subject to this Agreement in that location as necessary to restore the lake as it previously existed;

b. The dam shall be of sufficient height to raise the water level of the surface of the lake to a minimum of 598' above sea level;

c. At least three competitive bids for the construction of the dam shall be obtained in writing, and the lowest reasonable bid accepted;

d. No sediment will be removed from the lake created by the dam without prior written approval of CIPS and the Illinois Environmental Protection Agency;

2. In further consideration for the undertakings of the other owners, in addition to paying the actual costs of the reconstruction of the earthen dam as aforesaid, CIPS will also pay the costs of acquiring and installing five sediment control structures known as "GABIONS" one each to be installed at five draws around the perimeter of the lake as depicted on the attached drawing marked Exhibit 4.

C. Permanent Covenant.

1. All of the parties hereto agree that in consideration for the substantial expenditures to be made by CIPS pursuant to this Agreement with regard to providing an alternate water supply and the reconstruction of the lake, that upon completion of the obligations undertaken herein by CIPS, they shall release and make no further claim against CIPS for any damage or loss accruing in the future caused by the inability to use all existing water wells and the abandonment thereof and the further inability to drill any other water wells upon any of the parcels subject to this Agreement, and the prohibition of intentionally bringing any subterranean water to the surface of the said parcels for any purpose whatsoever except as expressly allowed herein; and the parties further agree that by virtue of this Agreement CIPS, by its employees, agents and contractors, may go upon the property subject to this Agreement from time to time to obtain samples of water from the lake as required for future monitoring and sampling purposes as described in documents

previously submitted by CIPS to the Illinois Environmental Protection Agency.

2. The parties hereto acknowledge that this Agreement is not intended to release any claim or demand of any party against another party hereto, except as specifically stated herein.

3. All of the parties hereto acknowledge and agree that the terms, undertakings and covenants contained herein, including the prohibition against the drilling and use of underground water wells on any of the properties subject to this Agreement, are intended to be and shall be binding upon the parties hereto and all of their respective successors and assigns, and shall be covenants running with the land, confirmed and memorialized by recording a copy of this Agreement (or a memoranda of this Agreement referring only to the terms hereof prohibiting the drilling and use of underground water wells) with the Christian County Recorder of Deeds, and shall be enforceable by any party hereto and any subsequent owner of any property subject to this Agreement.

4. The parties hereto acknowledge and reaffirm the restrictive covenants contained in the respective deeds to the parties hereto for the tracts listed in Exhibit A with regard to the use of the property as private residential real estate, including the lake.

D. Miscellaneous Terms.

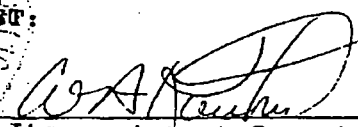
1. Time is of the essence of this Agreement.
2. The parties hereto agree and understand that no omission to exercise any right or remedy accruing or arising hereunder upon any breach or default of the terms, covenants, conditions or provisions of this Agreement, unless waived in writing by the non-breaching party, shall impair or preclude any of the parties hereto from exercising any of their rights or remedies hereunder, nor be construed as a waiver of any such breach or default, or of any subsequent, similar breach or default; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent, similar breach or default; furthermore, that all rights and remedies provided for herein or otherwise provided by law shall be cumulative and may be exercised concurrently or separately..


CENTRAL ILLINOIS PUBLIC  
SERVICE CO.


By   
Its Vice-President

18 AUG 87  
CCG



  
Its Assistant Secretary


  
TIMOTHY J. SZABO

  
TRINA SZABO



  
ROGER WAREHAM

  
JOYCE WAREHAM

  
DONALD GOECKNER

  
IRMA J. GOECKNER

  
MICHAEL SPECHA

  
KAY SPECHA

  
WILLIAM R. APPLETON

  
MAUREEN APPLETON

  
ALAN DOBER

  
RUTH DOBER

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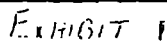
G.M. Jones  
Central Illinois Public Service Company  
607 E. Adams  
Springfield, IL 62701

CCG.JC.072787.2133.A.10

13

ETGJ-2919

84-3H



Tract #6

Beginning at an iron pipe on top of a stone on the centerline of the Taylorville-Nokomis Road at its intersection with the Southerly line of the Northeast Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Third Principal Meridian, said stone being South 88° 32' 43" West a distance of 452.42 feet from the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section 34, and thence extending North 18° 11' 20" West along the centerline of the Taylorville-Nokomis Road a distance of 436.32 feet to an iron pipe, thence extending North 88° 38' 05" East a distance of 608.58 feet to an iron pipe, thence extending South 2° 45' 22" East a distance of 417.00 feet to an iron pipe, thence extending South 88° 32' 43" West a distance of 492.42 feet to the point of beginning, containing 5.274 acres, more or less, subject to existing Rights of Way.

Tract #7

Beginning at an iron pipe set on the Southerly line of the Northeast Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Third Principal Meridian at a point 492.42 feet North 88° 32' 43" East from an iron pipe on top of a stone on the centerline of the Taylorville-Nokomis Road at its intersection with the aforementioned Southerly line of the Quarter-Quarter Section, and thence extending North 88° 32' 43" East a distance of 284.90 feet to the Northwestern Right of Way Line of Route 48, thence extending North 52° 00' 54" East along said Northwestern Right of Way Line a distance of 91.88 feet to the Easterly line of the Northeast Quarter of the Northwest Quarter of Section 34, thence extending North 2° 45' 22" West along said Easterly line a distance of 911.45 feet, thence extending South 88° 32' 43" West a distance of 360.00 feet, thence extending South 2° 45' 22" East a distance of 996.15 feet to the point of beginning, containing 8.183 acres, more or less, subject to existing Rights of Way.

Alternate #7

The South 996.15 feet of the East 360.00 feet of the Northeast Quarter of the Northwest Quarter of Section 34, Township 13 North, Range 2 West of the Third Principal Meridian, containing 8.183 acres, more or less, subject to existing Rights of Way.

Tract #8

Beginning at an iron pipe and stone marking the Southeast Corner of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Third Principal Meridian, and thence extending North 0° 00' 00" a distance of 659.00 feet to an iron pipe at the Northeast Corner of the South Half of the Southeast Quarter of the Southwest Quarter of Section 27 aforesaid, thence extending South 88° 57' 00" West along the Southerly Line of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 27 a distance of 360.00 feet to an iron pipe, thence extending South 0° 00' 00" a distance of 660.95 feet to an iron pipe set on the South line of said Section 27 at a point South 88° 38' 24" West a distance of 360.00 feet from the point of beginning, thence extending South 2° 45' 22" East a distance of 331.51 feet, thence extending North 88° 32' 43" East a distance of 360.00 feet, thence extending North 2° 45' 22" West a distance of 330.91 feet to the point of beginning, containing 8.190 acres, more or less, subject to existing Rights of Way.

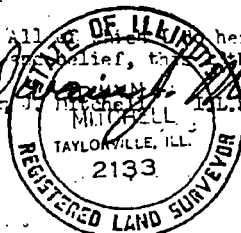
Alternate #8

The East 360.00 feet of the South Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Third Principal Meridian, containing 5.45 acres, more or less, subject to Existing Rights of Way, and the East 360.00 feet of the Northeast Quarter of the Northwest Quarter of Section 34, except the South 996.15 feet thereof, containing 2.74 acres, more or less, subject to existing Rights of Way, all in Township 13 North, Range 2 West of the Third Principal Meridian, for a total of 8.190 acres, more or less.

The Surveying Plat and Survey Notes, together with this Certificate, constitute a proper record of this Survey.

All of which I hereby certify to be true and correct, to the best of my knowledge and belief, this 1st Day of September, 1984.

Notary Public for Illinois  
 State of Illinois  
 Taylorville, Illinois  
 Christian County  
 Roger Mitchell  
 Survey Helpers C. Brown  
 J. Purdy



CERTIFICATE OF SURVEY CONTINUED

84-3A

Part of the land in this Survey is within 500 feet of South Fork, which serves a tributary area of more than 640 acres.

Proper descriptions of the Tracts in this Survey are--All that part of Section 27 (for Tract Nos. 1, 2, and parts of Nos. 3 and 8), or all that part of Section 34 (for Tract Nos. 4, 5, 6, 7, and parts of Nos. 3 and 8) Township 13 North, Range 2 West of the 3rd Principal Meridian described as follows: #1

Beginning at an iron pipe set on the Northerly line of the South Half of the Southeast Quarter of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Third Principal Meridian (centerline of Sherman Street) at a point South  $88^{\circ} 57' 00''$  West a distance of 360.00 feet from an iron pipe at the Northeast Corner of the South Half of the Southeast Quarter of the Southwest Quarter of Section 27 aforesaid, and extending thence South  $88^{\circ} 57' 00''$  West along the Northerly line of the South Half of the Southeast Quarter of the Southwest Quarter of Section 27 a distance of 373.56 feet to an iron pipe set on the Southeastery Right of Way Line of the Wabash (N&W) Railroad, thence extending South  $48^{\circ} 43' 50''$  West a distance of 584.74 feet along said Southeastery Right of Way Line to an iron pipe, thence extending North  $89^{\circ} 45' 02''$  East a distance of 813.02 feet to an iron pipe, thence extending North  $0^{\circ} 00' 00''$  a distance of 389.00 feet to the point of beginning, containing 5.249 acres, more or less, subject to existing Rights of Way.

Tract #2

Beginning at an iron pipe set North  $0^{\circ} 00' 00''$  a distance of 22.35 feet from an iron pipe on the South Line of Section 27, Township 13 North, Range 2 West of the Third Principal Meridian, said iron pipes being 360.00 feet West of the East Line of the Southwest Quarter of said Section 27, and thence extending North  $0^{\circ} 00' 00''$  parallel to and 360.00 feet from the East Line of the Southwest Quarter of said Section 27 a distance of 749.60 feet to an iron pipe, thence extending South  $89^{\circ} 45' 02''$  West a distance of 813.02 feet to an iron pipe set on the Southeastery Right of Way Line of the Wabash (N&W) Railroad, thence extending South  $48^{\circ} 43' 50''$  West along the Southeastery Right of Way Line aforesaid a distance of 148.12 feet to an iron bar set on the centerline of the Taylorville-Nokomis Road, thence extending South  $18^{\circ} 11' 20''$  East along said Taylorville-Nokomis Road centerline a distance of 177.70 feet to an iron pipe, thence extending North  $88^{\circ} 38' 24''$  East parallel to and 22.35 feet north from the South line of the Southwest Quarter of Section 27 a distance of 869.10 feet to the point of beginning, containing 5.254 acres, more or less, subject to existing Rights of Way.

Tract #3

Beginning at an iron pipe set on the South Line of the Southwest Quarter of Section 27, Township 13 North, Range 2 West of the Third Principal Meridian at a point South  $88^{\circ} 38' 24''$  West a distance of 360.00 feet from the Southeast Corner of the Southwest Quarter of said Section 27, and thence extending North  $0^{\circ} 00' 00''$  a distance of 22.35 feet to an iron pipe, thence extending South  $88^{\circ} 38' 24''$  West parallel with and 22.35 feet north from the South line of said Southwest Quarter of Section 27 a distance of 869.10 feet to an iron pipe set on the centerline of the Taylorville-Nokomis Road, thence extending South  $18^{\circ} 11' 20''$  East a distance of 23.52 feet to an iron pipe set on the South line of the aforementioned Southwest Quarter of Section 27 at its intersection with the centerline of the Taylorville-Nokomis Road, thence continuing South  $18^{\circ} 11' 20''$  East along the centerline of the Taylorville-Nokomis Road a distance of 266.65 feet to an iron pipe, thence extending North  $88^{\circ} 31' 08''$  East a distance of 790.73 feet, thence extending North  $2^{\circ} 45' 22''$  West a distance of 253.65 feet to the point of beginning, containing 0.444 acres, more or less, in Section 27, and 4.826 acres, more or less, in Section 34, for a total acreage of 5.270 acres, more or less, subject to existing Rights of Way.

Tract #4

Beginning at an iron pipe set on the centerline of the Taylorville-Nokomis Road at a point South  $18^{\circ} 11' 20''$  East a distance of 467.87 feet from an iron bar set on the Southeastery Right of Way Line of the Wabash (N&W) Railroad at its intersection with the aforesaid centerline of the Taylorville-Nokomis Road, and thence extending South  $18^{\circ} 11' 20''$  East a distance of 319.70 feet along said Road centerline to an iron pipe, thence extending North  $88^{\circ} 34' 38''$  East a distance of 705.67 feet, thence extending North  $2^{\circ} 45' 22''$  West a distance of 307.00 feet, thence extending South  $88^{\circ} 31' 08''$  West a distance of 790.73 feet to the point of beginning, containing 5.265 acres, more or less, subject to existing Rights of Way.

Tract #5

Beginning at an iron pipe set on the centerline of the Taylorville-Nokomis Road at a point South  $18^{\circ} 11' 20''$  East a distance of 787.57 feet from an iron bar set on the Southeastery Right of Way Line of the Wabash (N&W) Railroad at its intersection with the aforesaid centerline of the Taylorville-Nokomis Road, and thence extending South  $18^{\circ} 11' 20''$  East a distance of 364.80 feet along said Road centerline to an iron pipe, thence extending North  $88^{\circ} 34' 38''$  East a distance of 608.58 feet to an iron pipe, thence extending North  $2^{\circ} 45' 22''$  West a distance of 350.00 feet to an iron pipe, thence extending South  $88^{\circ} 34' 38''$  West a distance of 705.67 feet to the point of beginning, containing 5.273 acres, more or less, subject to existing Rights of Way.

GRANT OF EASEMENT

The Grantors, \_\_\_\_\_ and \_\_\_\_\_, husband and wife, of Christian County, Illinois, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, grant to CENTRAL ILLINOIS PUBLIC SERVICE COMPANY, an Illinois corporation, an easement over, across and beneath the following described land for the purposes of installing, maintaining, repairing, renewing, replacing, using and operating a water transmission and distribution pipeline facility:

The undersigned Grantors, for themselves and their successors and assigns, reserve the right to fully use and enjoy the premises, except as the same may be necessary for the purposes herein granted, provided, however, that the Grantors shall not have the right to erect any building or structure on the above-described easement granted herein. The Grantee and its successors and assigns shall have the right to cut and keep clear trees, undergrowth and other obstructions that may injure, endanger, or interfere with the uses of the easement herein granted.

By the acceptance hereof, Grantee agrees to install the water transmission and distribution pipeline underground at a sufficient depth so that it will not interfere with the use of the surface of the lands. Grantee will restore the surface of the lands to substantially the same condition as

existed prior to any work performed pursuant to this easement which disturbs the surface, and Grantee shall also promptly pay any and all actual damages to crops, fences and land which is caused by any work conducted by the Grantee or its agents or contractors.

The water transmission and distribution line to be constructed and used on this easement is to be connected to and become a part of the City of Taylorville water system to serve the lands of the Grantors and other lands and structures located beyond Grantors' land. For that purpose Grantee shall have the right to assign this easement including all rights and obligations incidental to the use of the easement to the City of Taylorville at such time as the City of Taylorville accepts the water line as a part of the municipal water system.

STATE OF ILLINOIS     )  
                              )SS.  
COUNTY OF             )

I, \_\_\_\_\_, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, did appear before me this day in person and acknowledge that they signed the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

\_\_\_\_\_  
Notary Public











ASSIGNMENT OF EASEMENTS AND  
DEDICATION OF WATER DISTRIBUTION FACILITIES

Pursuant to that certain Annexation Agreement made August 25, 1987 by and among the City of Taylorville and the several owners of parcels of land commonly known collectively as the "Seaman Estate" consisting of approximately 47.95 acres, more or less, which Agreement was recorded in the Recorder's Office of Christian County, Illinois on October 27, 1987 as Document Number 87-24021; one of said owners, Central Illinois Public Service Company ("CIPS") having completed the actions undertaken in that Agreement with respect to the construction of a water distribution line connected to the existing public water system of the City of Taylorville, hereby makes the representations to the City of Taylorville and assigns the water distribution line as constructed and in use, all as described herein below;

WHEREAS, the terms of an agreement dated August 21, 1987 made by and among CIPS and the other "Seaman Estate" owners, together with the aforementioned Annexation Agreement between all of those owners and the City of Taylorville dated August 25, 1987 provided for CIPS to acquire all necessary easements and permits, and to bear all expenses of surveying, engineering, materials, labor, and inspections, to construct and install an extension of the then existing public water distribution system of the City of Taylorville lying to the South of the Norfolk & Western Railroad Right-Of-Way, very generally described as running around the perimeter of an area bounded on the West by

Christian County Highway No. 1 commonly known as "Nokomis Road", on the South by Illinois Route 48, and on the East by Manners Park (and a line formed by extending the westerly boundary of Manners Park due South to intersect with Illinois Route 48);

WHEREAS, all of the necessary easements were acquired, all of the construction work has been completed, and the extended water line has been in regular use for a period of more than one year having met all of the specifications and requirements of the City of Taylorville;

WHEREAS, each of the easements were acquired in writing, expressly providing that they could be, and were intended to be, assigned by CIPS to the City of Taylorville along with the water line installed by authority of each such easement;

NOW, THEREFORE, in accordance with the terms of the written Agreement between the City of Taylorville and CIPS dated August 25, 1987, CIPS hereby assigns and the City hereby accepts the following easements, each identified by Grantor, date made, dated recorded in the Christian County Recorder's Office, and the Recorder's document number:

MICHAEL T. SPECHA and KAY A. SPECHA  
Dated: August 17, 1987  
Recorded: October 21, 1987  
Document Number: 87-23941

TIMOTHY J. SZABO and TRINA SZABO  
Dated: August 17, 1987  
Recorded: October 21, 1987  
Document Number: 87-23942

ROGER E. WAREHEM and JOYCE J. WAREHEM  
Dated: August 17, 1987  
Recorded: October 21, 1987  
Document Number: 87-23943



ALAN DOBER and RUTH DOBER  
Dated: August 17, 1987  
Recorded: October 21, 1987  
Document Number: 87-23944

WILLIAM R. APPLETON and MAUREEN E. APPLETON  
Dated: August 17, 1987  
Recorded: October 21, 1987  
Document Number: 87-23945

DONALD A. GOECKNER and ERMA J. GOECKNER  
Dated: August 17, 1987  
Recorded: October 21, 1987  
Document Numbers: 87-23946

DONALD A. GOECKNER and ERMA J. GOECKNEP  
Dated: August 17, 1987  
Recorded: October 21, 1987  
Document Numbers: 87-23947

DONALD A. GOECKNER and ERMA J. GOECKNER  
Dated: August 17, 1987  
Recorded: October 21, 1987  
Document Numbers: 87-23948

ILLINI TANK CORPORATION  
Dated: July 10, 1987  
Recorded: September 15, 1987  
Document Number: 87-23313

CARL TUCKER  
Dated: July 24, 1987  
Recorded: September 15, 1987  
Document Number: 87-23315

ALICE L. HUNT  
Dated: July 24, 1987  
Recorded: September 15, 1987  
Document Number: 87-23316

CLARENCE W. DOOLEY and GLADYS DOOLEY  
Dated: July 9, 1987  
Recorded: September 15, 1987  
Document Number: 87-23317

ROBERT N. EGGERMAN and JULIE EGGERMAN  
Dated: March 18, 1988  
Recorded: March 23, 1988  
Document Number: 88-1572

In addition to the foregoing easements acquired by the CIPS and hereby assigned to the City of Taylorville, CIPS has, of even date herewith, granted an easement across the portion of the "Seaman Estate" owned by CIPS (Tract #8) for the portion of the water line traversing said lands owned by CIPS.

CIPS also hereby dedicates, assigns, and conveys to the City of Taylorville all of the water distribution facilities in place across and beneath all of the easement strips as hereby assigned.

The City of Taylorville, pursuant to the terms of the Annexation Agreement dated August 25, 1987, hereby accepts the easements assigned, and the dedication and conveyance of all that water pipeline in place across and beneath those easements, acknowledging that Central Illinois Public Service Company shall have no further right, title, interest, or obligation in, to, or regarding said water distribution pipeline.

CENTRAL ILLINOIS PUBLIC SERVICE  
COMPANY

By: *[Signature]*

Vice President

ATTEST:

*[Signature]*  
Assistant Secretary

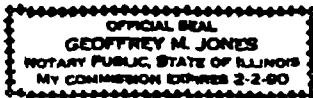
APPROVED  
SORLING, NORTHRUP, HANNA  
CULLEN AND COCHRAN, LTD.

BY *[Signature]*  
DATE 12 June 1989

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF SANGAMON )

I, Geoffrey M. Jones, a Notary Public in and  
for the County and State aforesaid, DO HEREBY CERTIFY THAT  
R. G. Lane and J. K. Smith,  
personally known to me to be the Vice President and Assistant  
Secretary, respectively, of CENTRAL ILLINOIS PUBLIC SERVICE  
COMPANY, whose names are subscribed to the foregoing instru-  
ment; appeared before me this day in person and acknowledged  
that as such Vice President and Assistant Secretary they  
signed, sealed, and delivered the foregoing instrument as  
their free and voluntary act and as the free and voluntary  
act and deed of said corporation for the uses and purposes  
therein set forth, pursuant to the authority of its Board of  
Directors.

GIVEN under my hand and Notarial Seal this 24th day of  
April, A.D. 1989.



Geoffrey M. Jones  
Notary Public

CITY OF TAYLORVILLE

ATTEST:

By: J. C. Jones  
Mayor

David E. Armstrong  
City Clerk



87-9180  
87-9189  
STATE OF ILLINOIS } SS No. \_\_\_\_\_  
CHRISTIAN COUNTY }  
Filed for record on the 6 day  
of July A.D. 1989  
9:45 of July of clock 2, M.  
Charles Bell  
Recorder

CCG.ARW.030389.2133.A.4.

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