

(EXHIBIT 1411)

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BONNRVILLE POWER ADMINISTRATION  
OPTION FOR ELECTRIC TRANSMISSION LINE EASEMENT<sup>1</sup>

TRACT NO. Ma-0-675

The undersigned (hereinafter called "he" undesignated), whether one or more than one),  
do hereby acknowledge and agree to the terms and conditions set forth below.

And now in consideration of the payment of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged,  
to the agents to the Bonnerville Power Administrator (hereinafter called "the Administrator") the option to purchase in the  
name of the United States of America (hereinafter called "the Government"), for the sum of

Dollars (\$11,700.00), a perpetual easement

in right of way, as now surveyed and staked in, over, upon and across that certain tract of land located in  
the Township of ~~the Wabash~~<sup>2</sup> of Section 26, Township 3 North, Range 7 East,  
Madison County, Illinois,

County of ~~Madison~~<sup>3</sup>, State of ~~Washington~~<sup>4</sup>, described in the instrument of Record in D Book 58 ,

Page 170, together with the present ~~75' right of way~~<sup>5</sup> to top, limb or fell all growing and dead trees and snags ( said trees  
and snags hereinafter collectively called "danger trees") located on land owned by the undersigned, adjacent to the above-  
described tract of way, which could fall within 50 feet of the right of way, and cause damage to the electric transmission  
easement hereinbefore described; provided, however, it is understood and agreed that (1) compensation for trees or snags  
within strips of land

~~RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF MADISON, ILLINOIS, ON JUNE 1, 1951, AS DRAWING NO. 15-146 U.S.A. ATTACHED HERETO AND BY THIS REFERENCE  
MADE A PART HEREOF.~~

the undersigned holds right of way that (a) all danger trees at the date of exercise of this option (hereinafter called  
"present danger trees"), ~~which may be cut under authority of the Government~~<sup>6</sup>, are included in  
the purchase price herein agreed upon and (2) the right to top, limb or fell danger trees outside of said strips (hereinafter  
called "additional danger trees") may only be exercised within a period of 3 years after all present danger trees have  
been cut from the strip adjacent to such additional danger trees, and the Government shall pay the person who is the owner  
thereof or the day of their cutting (in addition to the purchase price herein agreed to) the market value of such additional  
danger trees prevailing at the date of their cutting under authority of the Government, such payment to be made within a  
reasonable period of time after they have been so cut.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter and to erect,  
rebuild, repair, rebuild, operate and patrol ~~the~~<sup>7</sup> lines of electric power transmission structures and/or pursuant  
to signal lines, including the right to erect poles, transmission structures, wires, cables and appurtenances #4 the necess-  
ity thereof, together with the present and future right to clean and right of way and keep the same clear of brush, timber,  
structures and like hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees.

If the Administrator shall elect to exercise this option and unless otherwise specified herein, (1) title to all brush,  
timber, or structures existing upon the right of way at the date of exercise of this option and to all present danger trees shall  
vest immediately in the Government at said date, (2) title to all additional danger trees shall vest in the Government  
upon their being cut pursuant to the terms hereof.

It is understood and agreed that the purchase price named herein shall be accepted by the undersigned as full com-  
pensation for all damages incidental to the exercise of any of said easements and danger tree rights, except payment for any  
additional danger trees as defined hereinabove, which may be cut under authority of the Government as provided hereinabove.

This option shall continue in force for a period of six (6) months from the date hereof, and at any time within six (6)  
months the Administrator shall have the right to exercise said option by giving the undersigned written notice of his deter-  
mination so to do, such notice to be delivered to the undersigned either in person or by United States mail to the address  
(see addressee) given above; at any time within said period of six (6) months after having exercised this option, the Adminis-  
trator, his representatives, agents, assigns, or contractors, may enter upon the land of the undersigned for the purposes of ex-  
ercising any of the rights aforesaid, it being understood that in the event any of such rights are exercised prior to  
written acceptance of this option, the Administrator shall be deemed to have thereby finally exercised this option; PROVIDED,  
HOWEVER, that the Administrator, his representatives, agents, assigns or contractors, may enter upon the land of the under-  
signed for the purpose of making surveys without being deemed to have exercised this option.

If the Administrator shall elect to exercise this option, he shall have a reasonable time to examine and approve title  
to the land affected, and to prepare a conveyance of the easement and right of way as herein provided for. The undersigned  
agrees that at such time as the Administrator may make thereafter, the undersigned shall execute and deliver to the Adminis-  
trator a properly executed instrument of conveyance containing covenants of warranty whereby the above-described easement  
and right of way is conveyed to the Government free from encumbrances, liens, rights of way or taxes; provided that the Government  
shall pay the impoundment and recording costs incidental to the release or subordination of mortgages or similar  
security in respect of the easement rights to be acquired, and shall pay the recording costs of the said instrument of con-  
veyance; and the undersigned understands and hereby agrees that the purchase price above stated, less the cost of the internal  
revenue stamp, if he paid for the delivery and recording of such conveyance, the abstract or certificate of title re-  
quired in this connection will be furnished by the Government at its expense. THE CONSIDERATION NAMED HEREIN  
GOVERNS NOTWITHSTANDING THE INTEREST OF THE OWNER AND THAT OF THE LESSEE, IF ANY.

This option shall remain upon the undersigned, his heirs, successors and assigns and inures to the benefit of both  
the Government and his assigns and the easement rights may be exercised by the Government or its assignee through their  
respective employees, agents or contractors.

In further agreement that in the event the Administrator determines for any reason to acquire title to the above-described  
easement in the name of the Government by condemnation proceedings, then the compensation to be claimed by the undersigned  
for said easement and for award to be made by the court in said proceedings shall be the amount of the purchase price herein  
stated upon, and this agreement may be filed in said proceedings as a stipulation fixing the fair market value of said easement  
and danger tree rights, if any.

See addendum A attached

No verbal agreements, express or implied, not specifically made a part of this option shall be binding upon either party.

The undersigned warrants that no person or selling agency has been employed or retained to solicit or secure this  
easement upon an agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide  
employees of bona fide established commercial or selling agencies maintained by the undersigned for the purpose of securing  
customers. For each violation of this warranty, the Government shall have the right to cancel this contract without liability  
to it, at its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, bro-  
kerage, or contingent fee.

No Member of, or Delegates to, Committees, or Resident Commissioners, shall be entitled to any share or part of this  
easement or to any benefit that may arise therefrom, unless made with a corporation for its general benefit.

Dated this 11/24 day of November, 1954

WITNESSES:

George S. Johnson  
Jackie L. Sibley and

WITNESS APPROVED:

7710+300 EPA NORN  
15'x15' WATER HOLE  
7711+50 DURED WATER LINE

(EXHIBIT "B")

105' BOOK 62 PAGE 126

7713+60 FC  
OPP STA 7714+15

7715+43 FC  
OPP STA 7715+70.

SW/SE

7719+14 Cr

7721+00.0 EPA NORN

7721+92 E PIT RD

7723+25 E

10x10' WATER HOLE

7726+87 1/2" WATER LINE

House  
LJ

7729+3.17

7729+25.50 NORTH

7729+25.50 SOUTH

SPA NORN

7733+45.0

15'x15' RC

Y 136 794.6

X 1640 666.5

136'

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NOTE

MEASURES AND COORDINATE

MAGNETIC COORDINATE

SOUTH ZONE

100-0-675

B.P.A. Drawin

150446 EMT-125'

THUR/16/61

7763952.9

SKAMANIA CO RD NO 2062

(MYERS RD)

SKAMANIA CO RD NO 2071

(ALVIE RD)

100-0-675

B.P.A. Drawin

150446 EMT-125'

THUR/16/61

7763952.9

SKAMANIA CO RD NO 2062

(MYERS RD)

SKAMANIA CO RD NO 2071

(ALVIE RD)

(EXHIBIT "C")

## ADDENDUM A

Tract No. He-C-67

1. It is agreed that any damage to grantor's crops, fences, or irrigation or drainage systems, on the right of way resulting from and in the course of construction, reconstruction or maintenance of the transmission line or lines shall be repaired, replaced or paid for by grantee or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the grantee.
2. The grantee shall have the right to grade, cultivate, plant and maintain grass, shrubs, or other cover or ornamental plants upon the portion of the right of way not otherwise being utilized by grantor.
3. For the purpose of preserving the natural appearance of the right of way, it is agreed by the grantor and the Government that the right of way shall not be used for the accumulation or dumping of litter, trash or other foreign material. The grantee agrees that any such accumulations resulting from its entry upon the right of way for construction or maintenance purposes will be removed or disposed of by grantee or its contractor.
4. It is understood and agreed that the above stated consideration includes an amount for any damage that may occur to the spring at approximate SS- 7724+60.