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Clerk, U.S. District Court, ILCD

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

STATE OF ILLINOIS, *ex rel.*, Lisa Madigan, Attorney General of the State of Illinois, **Plaintiff,** **v.** **DONN EHNLE and JOHN EHNLE, d/b/a as D AND J FARMS** **Defendants.**	**Civil No. 1:08-CV-01291-MMM-JAG**

CONSENT DECREE

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* Lisa Madigan, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency, the Illinois Department of Natural Resources, and Defendants, Donn Ehnle and John Ehnle, d/b/a as D and J Farms, have agreed to the making of this Consent Decree and submit it to this Court for approval. The parties stipulate that the statement of facts is offered by the Plaintiff for the purpose of Court evaluation of the adequacy of this settlement only and that neither the fact that a party has entered into this Consent Decree, nor any of the facts set forth herein, shall be introduced into evidence in any other proceeding regarding the claims asserted in the Complaint except as otherwise provided herein. If this Court approves and enters this Consent Decree, Plaintiff and Defendants agree to be bound by the Consent Decree and Defendants agree not to contest its validity in any subsequent proceeding to implement or enforce its terms.

A. The State of Illinois (the "State") filed a complaint in this action pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§ 1321, and Section 107 of the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980, as amended, ("CERCLA"), 42 U.S.C. §§ 9607.

B. The State's complaint alleged that the defendants, Donn and John Ehnle, are liable under the Clean Water Act and CERCLA for natural resource damages and the State's costs of natural resource damage assessment relating to a release of ammonia at a farm owned by the Ehnles.

C. The Illinois Environmental Protection Agency ("IEPA") and the Illinois Department of Natural Resources ("IDNR") have been delegated authority to act as State Trustees for natural resources impacted by the release of hazardous substance at the Site. The State of Illinois (the "State") – by and through the Attorney General of Illinois, on behalf of the People of the State of Illinois, and at the request of IEPA and IDNR – is the plaintiff in this case and a party to this Consent Decree.

D. The State Trustees have claims for recovery of natural resource damages (including for recovery of natural resource damage assessment costs) against the Ehnles.

E. By entry into this Consent Decree, the Ehnles do not admit any liability to the State for damages for injury to, destruction of, or loss of natural resources, or for the costs of any natural resource damages assessments.

F. The Parties to this Consent Decree recognize, and the Court by entering this Consent Decree finds, that this Consent Decree: (i) has been negotiated by the Parties in good faith; (ii) will avoid prolonged and complicated litigation among the Parties; (iii) will expedite natural resource restoration actions to be performed by the Trustees; and (iv) is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 1345, Section 311 of the Clean Water Act, 33 U.S.C. § 1321, and Sections 107 and 113(b) of CERCLA, 42 U.S.C. §§ 9607 and 9613(b). The Court also has personal jurisdiction over the Ehnles. Solely for the purposes of this Consent Decree and the underlying complaint, the Ehnles waive all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. The Ehnles shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

II. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the State and upon the Ehnles and their successors and assigns. Any transfer of assets or real or personal property, shall in no way alter the Ehnles' responsibilities under this Consent Decree.

III. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in the Clean Water Act or CERCLA or in regulations promulgated under the Clean Water Act or CERCLA shall have the meaning assigned to them in the Clean Water Act or CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

b. "Clean Water Act" shall mean the Clean Water Act, 33 U.S.C. §1251-1365.

c. "Consent Decree" means this Consent Decree and the appendices attached hereto (listed in Section XIII (Appendices)). In the event of conflict between this Consent Decree and the appendices, this Consent Decree shall control.

d. "Day" means a calendar day unless expressly stated to be a working day. "Working Day" shall mean a day other than a Saturday, Sunday, or State holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or State holiday, the period shall run until the close of business of the next working day.

e. "Effective Date" means the effective date of this Consent Decree as provided by Section XIV of this Consent Decree (Effective Date and Retention of Jurisdiction).

f. "Facility" means the Ehnles' grain farm located in the southwest quarter of Section 21 in Osceola Township, T.14N., R.7E., in Stark County, Illinois.

g. "IEPA" means the Illinois Environmental Protection Agency and any successor departments or agencies of the State of Illinois.

h. "Interest," shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "IDNR" means the Illinois Department of Natural Resources and any successor departments or agencies of the State of Illinois.

j. "Natural Resource" or "Natural Resources" means land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources, belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the the State.

k. "Natural Resource Damages" means any damages recoverable by the State on behalf of the public, for injury to, destruction of, loss of, loss of use of, or impairment of Natural Resources at the Site as a result of a release of hazardous substances, including, but not limited to: (i) the costs of assessing such injury, destruction, or loss or impairment arising from or relating to such a release; (ii) the costs of restoration, rehabilitation, or replacement of injured or lost natural resources or of acquisition of equivalent resources; (iii) the costs of planning such restoration activities; (iv) compensation for injury, destruction, loss, loss of use, or impairment of natural resources; and (v) each of the categories of recoverable damages described in 43 C.F.R. § 11.15.

l. "NRR Trust Fund" means IDNR's Natural Resource Restoration Trust Fund.

m. "Paragraph" means a portion of this Consent Decree identified by an arabic numeral or an upper case letter.

n. "Parties" means the State and the Ehnles.

o. "Section" means a portion of this Consent Decree identified by a roman numeral.

p. "Site" means the Facility and the East Fork and Mainstem of the Spoon River impacted by the release from the Facility.

q. "State" means the State of Illinois.

r. "Subparagraph" means a portion of this Consent Decree identified by a lower case letter or an arabic numeral in parentheses.

s. "Trustees" means IEPA and IDNR.

t. "The Ehnles" means Donn and John Ehnle.

IV. STATEMENT OF PURPOSE

4. The mutual objectives of the Parties in entering into this Consent Decree are: (i) to contribute to the restoration, replacement, or acquisition of the equivalent of the natural resources allegedly injured, destroyed, or lost as a result of the release at and from the Facility as described in the Trustees' Report of Assessment, attached hereto as Appendix A; (ii) to reimburse natural resource damage assessment costs incurred by IEPA and IDNR; (iii) to resolve the Ehnles' liability for Natural Resource Damages as provided herein; and (iv) to avoid potentially costly and time-consuming litigation.

V. COMMITMENTS BY THE EHNLES

5. Payments for Assessment Costs and for Trustee-Sponsored Natural Resource Restoration Projects.

The Ehnles shall pay a total of $138,126.95 to the State, to be applied toward natural resource damage assessment costs incurred by IEPA and IDNR and Trustee-sponsored natural resource restoration and natural resource educational projects in two installments. Within 30 days after the Effective Date, the Ehnles shall pay the first installment of $69,063. By January 15, 2009, the Ehnles shall make the final payment of $ 69,063.95. Each payment to the State shall be made by certified check made payable to the "Natural Resource Restoration Trust Fund" and sent to:

Illinois Department of Natural Resources
Office of Fiscal Management,
One Natural Resource Way,

Springfield, IL 62702-1271

Of the total amount to be paid by the Ehnles pursuant to this Paragraph 5:

(a) $106,671.18 shall be deposited in a segregated sub-account within the NRR Trust Fund, to be managed by IDNR for the joint benefit and use of the Trustees to pay for Trustee-sponsored natural resource restoration projects in accordance with Section VI (Trustee Sponsored Natural Resource Restoration);

(b) $21,055.77 shall be deposited in a segregated sub-account within the NRR Trust Fund, to be applied toward natural resource damage assessment costs incurred by IDNR; and

(c) $10,400 shall be deposited in a segregated sub-account within the NRR Trust Fund, to be applied toward reimbursement for fish stocking events as part of primary restoration.

6. Notice of Payment. Upon making any payment under Paragraph 5, the Ehnles shall send written notice that payment has been made to:

For the State:

James L. Morgan
Senior Assistant Attorney General
Environmental Bureau South
500 South Second Street
Springfield, IL 62706

Stan Yonkauski
Legal Counsel
Illinois Department of Natural Resources
One Natural Resource Way
Springfield, IL 62702-1271

General Counsel

Division of Legal Counsel
Illinois Environmental Protection Agency
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

7. Non-Compliance with Payment Obligations.

(a) Interest. In the event any payment required by Paragraph 5 is not made when due, the Ehnles shall pay Interest on the unpaid balance commencing on the payment due date and accruing through the date of full payment in accordance with 28 U.S.C. 1961.

(b) Payment of Interest. Any Interest payments under Paragraph 7.a above relating to Paragraph 5 shall be paid in the same manner as the respective principal amount, and shall be directed to the same fund or account as the overdue principal amount.

8. Resource Management System.

The Ehnles shall implement the NRCS Resource Management System Plan described in Appendix B according to the schedule set forth by the Stark county NCRS District Conservationist. This will be the first such plan implemented in Stark County. Such a plan has the potential to educate other local landowners of the benefits of conservation practices that will restore and preserve the natural resources of the area as well as providing commercial benefits (such as reducing costs by increasing efficiency in application of herbicides and/or fertilizers).

VI. TRUSTEE-SPONSORED NATURAL RESOURCE RESTORATION

9. Management and Application of Natural Resource Restoration Funds. All funds deposited in a segregated sub-account within the NRR Trust Fund under Subparagraph 5.a shall be managed by IDNR for the joint benefit and use of the Trustees to pay for Trustee-sponsored natural resource restoration efforts in accordance with this Consent Decree. All such funds shall

be applied toward the costs of restoration, rehabilitation, or replacement of injured natural resources, and/or acquisition of equivalent resources, including but not limited to any administrative costs and expenses necessary for, and incidental to, restoration, rehabilitation, replacement, and/or acquisition of equivalent resources planning, and any restoration, rehabilitation, replacement, and/or acquisition of equivalent resources undertaken.

10. Restoration Planning. The Trustees intend to prepare a separate Restoration Plan describing how the funds dedicated for Trustee-sponsored natural resource restoration efforts under this Section will be used. As provided by 43 C.F.R. § 11.93, the Plan will identify how funds will be used for restoration, rehabilitation, replacement, or acquisition of equivalent resources. The Plan may also identify how funds will be used to address services lost to the public until restoration, rehabilitation, replacement, and/or acquisition of equivalent resources is completed.

11. Use and Expenditure of Funds. Decisions regarding any use or expenditure of funds under this Section shall be made by the Trustees, acting through a Trustee Council. The Ehnles shall not be entitled to dispute, in any other forum or proceeding, any decision relating to use of funds or restoration efforts under this Section.

VII. RELEASE AND COVENANT NOT TO SUE BY THE STATE

12. Release and Covenant by the State. Except as specifically provided by Paragraph 13 (General Reservations) and Paragraph 14 (Special Reservations Regarding Natural Resource Damages), the State releases and covenants not to sue the Ehnles for response action or response costs or Natural Resource Damages pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1321, and CERCLA Section 107, 42 U.S.C. § 9607, applicable to the incident addressed herein.

This covenant not to sue shall take effect upon receipt of the Ehnles' payment pursuant to Paragraph 5 of this Consent Decree. This release and covenant not to sue are conditioned upon the satisfactory performance by the Ehnles of their obligations under this Consent Decree.

VIII. RESERVATION OF RIGHTS BY THE STATE

13. General Reservations.

The State reserves, and this Consent Decree is without prejudice to, all rights against the Ehnles and with respect to all matters not expressly included within Paragraph 12 (Covenants by the State). Notwithstanding any other provisions of this Consent Decree, the State reserves all rights against the Ehnles with respect to:

a. claims based on a failure by the Ehnles to meet a requirement of this Consent Decree;

b. liability for damages for injury to, destruction of, or loss of natural resources resulting from releases or threatened releases of hazardous substances not identified in the Report of Assessment (Appendix A)

c. liability arising from any disposal of hazardous substances at the Facility or the Site by the Ehnles not identified in the Complaint; and

d. criminal liability.

14. Special Reservations Regarding Natural Resource Damages. Notwithstanding any other provision of this Consent Decree, the State reserves the right to institute proceedings against the Ehnles in this action or in a new action seeking recovery of Natural Resource Damages, including costs of damages assessment, based on information received by the Trustees after the date of lodging of this Consent Decree which indicates that the releases of hazardous

substances at the Facility identified in the Report of Assessment (Appendix A) have resulted in injury to, destruction of, or loss of Natural Resources of a type or future persistence that was unknown to the Trustees as of the date of lodging of this Consent Decree.

IX. COVENANT BY THE EHNLES

15. Covenant by the Ehnles. The Ehnles covenant not to sue and agree not to assert any claims or causes of action against the State, or their contractors or employees, with respect to Natural Resource Damages, the payments made under Paragraph 5, or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement of any payment for Natural Resource Damages from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law; and

b. any claim against the State pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Natural Resource Damages.

16. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

17. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any

matter, transaction, or occurrence relating in any way to the Facility or Site against any person not a Party hereto.

18. The Parties agree, and by entering this Consent Decree this Court finds, that The Ehnles is entitled, as of the Effective Date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Natural Resource Damages and response costs related to the release alleged in the Complaint.

19. The Ehnles also agree that, with respect to any suit or claim for contribution brought against the Ehnles for matters related to this Consent Decree, the Ehnles will notify the persons identified in Section XI (Notices and Submissions) in writing within 10 days of service of the complaint or claim upon it. In addition, the Ehnles shall notify the persons identified in Section XI (Notices and Submissions) within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

20. In any subsequent administrative or judicial proceeding initiated by the State for injunctive relief, recovery of response costs or Natural Resource Damages, or other relief relating to the Site, the Ehnles shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing

in this Paragraph affects the enforceability of the Covenant Not To Sue by the State set forth in Section VIII.

XI. NOTICES

21. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the State and the Ehnles, respectively.

As to the State:

James L. Morgan
Senior Assistant Attorney General
Environmental Bureau South
500 South Second Street
Springfield, IL 62706

Stan Yonkauski
Legal Counsel
Illinois Department of Natural Resources
One Natural Resource Way
Springfield, IL 62702-1271

General Counsel
Division of Legal Counsel
Illinois Environmental Protection Agency
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

As to the Ehnles:

Donn Ehnle
RR 2
Bradford, IL 61421

and

Roy Harsch
Drinker, Biddle, & Reath
191 North Wacker Drive
Suite 3700
Chicago, IL 60606-1698

XII. APPENDICES

22. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the Report of Assessment and Appendix B is the Ehnles' description of the Resource Management System Plan.

XIII. EFFECTIVE DATE AND RETENTION OF JURISDICTION

23. This Consent Decree shall take effect upon entry by the Court.

24. The Court shall retain jurisdiction to modify and enforce the terms and conditions of this Consent Decree and to resolve disputes arising hereunder as may be necessary or appropriate for the construction or execution of this Consent Decree.

XIV. CONSENT DECREE MODIFICATIONS

25. Any material modification of this Consent Decree shall be made by agreement of the Parties to this Consent Decree and in writing, and shall not take effect unless approved by the Court. Any non-material modification of this Consent Decree shall be made by agreement of the Parties to this Consent Decree and in writing, and shall not take effect until filed with the Court. Nothing in this Consent Decree shall be deemed to alter the Court's power to enforce, supervise, or approve modifications to this Consent Decree.

26. The provisions of this Consent Decree are not severable. The Parties' consent hereto is conditioned upon the entry of the Consent Decree in its entirety without modification,

addition, or deletion except as agreed to by the Parties.

27. Economic hardship or changed financial circumstances of the Ehnles shall not serve as a basis for modifications of this Consent Decree.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

28. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The State reserves the right to withdraw or withhold its consent if comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. The Ehnles consent to the entry of this Consent Decree without further notice. If for any reason the Court should decline to approve this Consent Decree in the form presented, or if approval and entry is subsequently vacated on appeal of such approval and entry, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between or against the Parties.

XVI. SIGNATORIES/SERVICE

29. The undersigned representatives of the Ehnles and the State each certify that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document. This Consent Decree may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

30. The Ehnles hereby agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the State has notified The Ehnles in writing that it no longer supports entry of the Consent Decree.

31. The Ehnles shall identify, on the attached signature pages, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of the Ehnles with respect to all matters arising under or relating to this Consent Decree. The Ehnles hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to service of a summons.

XVII. FINAL JUDGMENT

32. This Consent Decree and its appendices constitute the final, complete, and exclusive understanding among the Parties with respect to the settlement embodied in the Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

33. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the State and the Ehnles. The Court finds that there is no reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS _____ DAY OF _____, _____.

_____
United States District Judge

The undersigned parties enter into this Consent Decree in the matter of State of Illinois v. Donn and John Ehnle.

FOR THE STATE OF ILLINOIS
LISA MADIGAN, Attorney General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

Date: 9/26/08

THOMAS E. DAVIS, Chief
Environmental Bureau
Assistant Attorney General
500 South Second Street
Springfield, IL 62706

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Date: 9/22/08

ROBERT A. MESSINA
Chief Legal Counsel

FOR THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Date: 9-12-2008

WILLIAM K. RICHARDSON
Chief General Counsel

The undersigned parties enter into this Consent Decree in the matter of State of Illinois v. Donn and John Ehnle.

FOR THE EHNLES

Date: 9-02-08

Donn L. Ehnle John A. Ehnle
Signature

Typed Name: _____

Title: _____

Address: _____

_____

_____

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

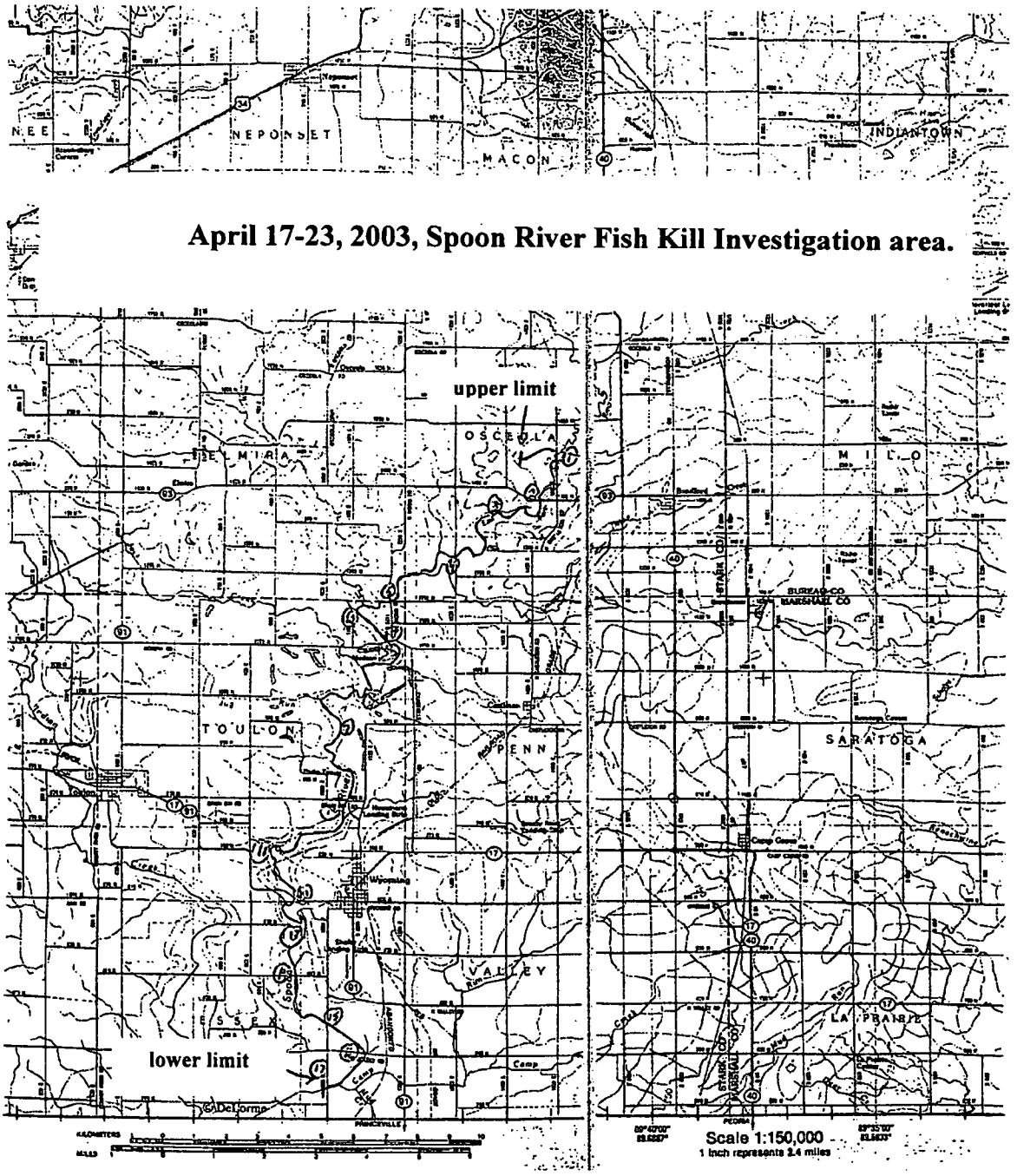
Typed Name: _____

Title: _____

Address: _____

_____

_____



April 17-23, 2003, Spoon River Fish Kill Investigation area.

ATTACHMENT I: Conservation Plan Elements

a. Flash Grazing Plan

~~Convert crop field north of John Ehnle's house and crop field to the south to primary pasture.~~ Cattle would continue to utilize the existing pasture south of the house and across the road to the east. Areas to the west and along the Spoon River adjacent to John's house and Harpers Woods, as identified in the November 29, 2006, NRCS proposal, would be divided into 5 individual pastures or paddocks and animals would be rotated between pastures every ~~couple of days.~~ 7 days or as needed. Animals would not be completely excluded from the stream corridor but access would be significantly controlled. Grass along the river would also be allowed to grow taller and thicker to provide a better buffer. Fabric and rock will be added to the banks of both sides of the stream crossing in order to reduce the amount of hoof and tire erosion. Livestock to be included would range from 10-15 cows (fill in estimated herd size, i.e. 10 – 12 cows).

Revisions: _____

b. Grass Filterstrips on Driscoll Farm

Plant grass filterstrips along small tributary, approximately 1400 foot section (please verify estimated length is valid) at widths recommended by the NRCS (identify widths). This action will reduce sediment and contaminants and improve water quality in the tributary and its watershed. The filterstrips will also provide improvements in wildlife habitat.

Revisions: Total of 4 acres - 1400 feet of stream lenth
54' - 72' wide filter strip. with verys on site condition.

c &d. Grass Filterstrips and Wildlife Habitat Enhancement on Lombardville Farm

Plant grass waterways along approximately ~~4100~~ feet of ephemeral gullies on this farm and install grass filterstrips on approximately ~~2600~~ foot section along creeks at widths recommended by the NRCS (please verify estimated length is valid and provide estimate of widths). Also, on the bluff, west of the west creek, on the north end of the farm, eroding cropland will be converted to wildlife habitat (identify acres). These actions will reduce sediment and improve water quality as well as provide habitat. How will such an area be protected?

Revisions: Waterways - 5600 feet long 30' to 50' wide
Filter strips - 3200 feet long 36' to 234' wide
Wildlife habitat: 9.7 acres.

DEPARTMENT OF
NATURAL RESOURCES
MAY 0 1 2008
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e. Nutrient Management Plan

A nutrient management plan manages the amount, source, placement, form and timing of the application of plant nutrients and soil amendments. The Ehnles will adopt an NRCS approved nutrient management plan (identify locations and approximate acres affected by such a plan).

Revisions: Sec. 21 Osceola township Stark county - 197 acres
Sec. 2 Osceola township Stark county - 250 acres
Sec. 17 Osceola township Stark county - 27 acres

Signature John A. Ehnle Date 4-28-08
Donna R. Ehnle 4-29-08

All numbers are approximate. The exact numbers will come with a field survey from the NRCS when the project is implemented.

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MAY 01 2008
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