

State of Illinois
Conservation Reserve
Enhancement Program
State Number: 20071296

GRANT OF CONSERVATION RIGHT AND EASEMENT

Be it known that this Grant of Conservation Right and Easement pursuant to the Real Property Conservation Rights Act, 765 ILCS 120, as amended, is made this _____ day of _____, 2009.

WITNESSETH:

WHEREAS, The People of the County of Sangamon, whose address is 3003 Terminal Avenue, Springfield, Illinois 62707(hereinafter with its successors and assigns, called the "Grantor"), is the owner in fee simple of certain real property (hereinafter called "Property") which has been restored, enhanced or protected in the Illinois Conservation Reserve Enhancement Program (CREP), (17 Ill. Adm. Code Part 1515 et seq as amended), through practices agreed to in a Conservation Plan Schedule of Operations (hereinafter called "CPO"), has significant ecological value, and is enrolled in the Conservation Reserve Program (CRP) Contract Numbers 1214 and 1215. The Property, identified as Farm Number 7704 and Tract Numbers 2634 and 30295, is situated in Section 27, T. 16N, R. 4W, in Sangamon County, Illinois, and further described in the attached Exhibits A and B, which by reference are made parts hereof.

WHEREAS, Sangamon County Soil & Water Conservation District (hereinafter with its successors and assigns, called "Grantee"), is a unit of local government with offices at 2623 Sunrise Drive, Suite 1, Springfield, Illinois 62703-7302; and

WHEREAS, the Grantor and Grantee desire to conserve the ecological value thereof and prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the practices agreed to in the CPO, and

WHEREAS, the Grantee is willing to accept this Grant of Conservation Right and Easement to extend the environmental benefits of the CRP contract subject to the reservations and agrees to the covenants, terms, conditions, and restrictions set out herein and imposed hereby; and

WHEREAS, the Grantor acknowledges and fully understands this Grant of Conservation Right and Easement is in partnership with the United States Department of Agriculture Conservation Reserve Program. The Grantor will be subject to the obligations of the federal CRP contract, and the real estate in the federal CRP contract will not be encumbered by this Grant of Conservation Right and Easement until the federal CRP contract expires or extinguishes; and

NOW THEREFORE, the Grantor, for and in consideration of the above recitations and \$148,949.85, the sufficiency of which is hereby acknowledged by the Grantor, does hereby convey and grant unto the Grantee and to its successors and assigns, forever, a Grant of Conservation Right and Easement (hereafter "Easement") in perpetuity on, over, and across the Property, subject to the following terms and conditions.

Section 1 PURPOSE

The purpose of this Easement is to preserve, enhance, restore and maintain the natural features and ecological value of the Property, to provide habitat for native plants and animals, to improve and maintain water quality, and to control runoff of sediments.

Section 2 AFFIRMATIVE RIGHTS

2.1 The Grantee is granted the right of ingress and egress to the Property to inspect the same and to determine compliance with terms of the Easement. This includes the right to take Global Positioning measurements and to record measurements in a conservation practices database.

2.2 The Grantee shall have the right to enforce by proceedings at law or in equity the covenants set forth below, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to ensure compliance with the covenants and conditions of this Easement by reason of any prior failure to act.

Section 3 RESTRICTIONS AND COVENANTS

And in furtherance of the above affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Property:

3.1 There shall be no commercial or industrial activity, nor any residential development undertaken or allowed on the Property, nor shall any right of passage across or upon the Property be allowed or granted, nor any Animal Feeding Operation as defined in the Illinois Environmental Protection Act and the rules promulgated under that Act (415 ILCS 5/1 et seq), except as otherwise authorized herein.

3.2 There shall be no construction or placement of temporary or permanent buildings, docks or other structures. There shall be no mobile homes, trailers or recreational vehicles providing living quarters placed on the Property by either the Grantor or Grantee. There shall be no human habitation. Existing structures may be maintained, but may not be replaced or used for living quarters. This restriction does not apply to the construction of duck blinds or deer stands.

3.3 The Grantor shall not construct or allow the construction of billboards, privacy fences, lighted signage, or other forms of advertising or promotion on the Property that would detract from the ecological value of the Property, as reasonably determined by the Grantee.

3.4 There shall be no building of new roads or widening of existing roads. However, access to deer stands and duck blinds is allowed if they are of temporary nature.

3.5 There shall be no filling, excavating, mining or drilling; no removal of topsoil, sand, gravel, rock, minerals, gas, oil or other products that result in the alteration of surface topography of the Property, disturbance of natural (uncultivated) vegetation, or installation of mechanical devices upon the Property OTHER THAN WHAT IS PROVIDED FOR IN THE CPO, which by reference is made a part hereof. Any modifications to the CPO shall be agreed upon by the Grantor, Grantee, and the Illinois Department of Natural Resources. Tillage for planting wildlife food in food plot areas and in shallow water areas when dry during summer months is allowed.

3.6 There shall be no timber harvest, livestock grazing, or agricultural production unless provided for in the CPO as a management tool after the CRP contract expires. Any timber harvest, grazing, or agricultural production must follow specifications in the CPO.

3.7 There shall be no use of the Property for sanitary landfill, for underground storage tanks, for the installation and use of an incinerator, nor dumping of refuse, trash, garbage, rubbish, junk, ashes, or waste material. Dredge material from an adjacent water body may be placed on the Property, either temporarily or permanently, after the CRP contract expires, if the Grantor, Grantee, and the Illinois Department of Natural Resources have agreed to a Plan for the use and placement of the dredge material. Any use of dredge material may not in any way alter the ecological significance of the Property, as reasonably determined by the Grantee.

BY THEIR ACCEPTANCE HEREOF, the Grantee also agrees to be bound by the covenants binding on the Grantor as set forth above.

Section 4 RESERVED RIGHTS

EXCEPT AS EXPRESSLY LIMITED HEREIN, the Grantor reserves for himself all rights as owner of the Property, including the right to use the Property for purposes not inconsistent with the Easement providing that these uses shall be in full accordance with all applicable local, state and federal laws and regulations.

THE GRANTOR FURTHER RESERVES the following specific rights:

4.1 The right to maintain and replace existing roads.

4.2 The right to maintain waterways and drainage ditches per agreements with any Drainage or Levee District and to allow pumping through these waterways into shallow water areas.

4.3 The right of the Grantor, Grantor's family members and guests to hunt, fish, temporarily camp, and any recreational activity on the Property, provided such activity does not impact the Property's ecological significance and value, as reasonably determined by the Grantee, and is consistent with all other terms of this Easement. Any such activity should be conducted in accordance with state and federal regulations. The Grantor also reserves the right to charge a fee to guests for any such activity.

4.4 The rights to all minerals, gas, oil and other hydrocarbons currently held by the Grantor, shall remain with the Grantor and are not conveyed by this Easement.

4.5 The right of the Grantor to implement forestry practices and activities, including the harvest of forest products using accepted best management practices. The implementation of forestry practices shall be guided by a Forest Stewardship Plan/Reforestation Plan prepared or approved by an IDNR District Forester, as part of the CPO, and accepted by the Grantor and Grantee. Such practices and activities shall be implemented under the direction of an IDNR forester, or a professional forester selected by the Grantor and approved by the Grantee in consultation with the IDNR.

Section 5

THE FOLLOWING GENERAL PROVISIONS SHALL ALSO be binding upon both the Grantor and Grantee:

5.1 The Grantor, for itself and for its successors and assigns, shall pay any real estate taxes or assessments levied by competent authority on the Property.

5.2 No right of access to the general public to any portion of the Property is conveyed by this Easement.

5.3 The Grantor agrees that the terms, conditions, restrictions and purpose of this Easement will be referenced in any subsequent deed or other legal instrument by which the Grantor divests itself of, or any interest in, the Property.

5.4 If any term, provision, covenant, or condition of this Easement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated.

5.5 Any notices or approval requests required in this Easement shall be sent by registered or certified mail to the following addresses below or to such address as may be hereafter specified by notice in writing.

Grantee: Sangamon County Soil & Water Conservation District
2623 Sunrise Drive, Suite 1
Springfield, IL 62703-7302

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Grantor: The People of the County of Sangamon
3003 Terminal Avenue
Springfield, Illinois 62707

FURTHER, BOTH GRANTOR AND GRANTEE RECOGNIZE that this document cannot address every circumstance that may arise in the life of this Easement. The parties agree that the Purpose of this Easement is to preserve, enhance, restore and maintain the natural features and ecological value of the Property. Any use or activity not reserved in this Easement which is inconsistent with the Purposes of this Easement or which materially threatens the Purpose of this Easement is prohibited.

THE TERMS HEREOF shall be deemed to run with the land and be binding upon all successors and assigns of both the Grantor and the Grantee. Should the Grantee fail to comply with or enforce the terms of this Easement, become unable to enforce the terms of this Easement, lose its governmental status or otherwise fail to perform as a recognized governmental entity, then all interest conveyed through this Easement shall transfer and vests in the following entity: Illinois Department of Natural Resources, One Natural Resources Way, Springfield, IL 62702-1271.

THIS GRANT OF CONSERVATION RIGHT AND EASEMENT is made, executed and delivered pursuant to resolution duly adopted by the Sangamon County Board on the ____ day of _____, 2009.

TO HAVE AND TO HOLD this Grant of Conservation Right and Easement unto the Grantee forever.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Conservation Right and Easement to be signed by its duly authorized Chairman this ____ day of _____, 2009.

GRANTOR: The People of the County of Sangamon
By: _____
Andy VanMeter, County Board Chairman

ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF SANGAMON SS:

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Andy VanMeter personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, pursuant to authority given by the Sangamon County Board, as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this ____ day of _____, 2009.
My commission expires: _____

Notary Public

ACCEPTANCE BY GRANTEE:

Barbara Mendenhall, Executive Director Date

ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF SANGAMON SS:

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Barbara Mendenhall, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this _____ day of _____, 2009.
My commission expires: _____

Notary Public

EXHIBIT A

Legal Description:

Tax ID Number: 15-27-200-004

Part of Section 27, Township 16 North, Range 4 West, Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at a found stone at the northeast corner of the Northeast Quarter of Section 27, thence South 0 degrees 45 minutes 02 seconds East (Basis of Bearing: Grid North of the Illinois State Plane Coordinate System, NAD 83, West Zone) a distance of 2,650.78 feet to a found stone at the southeast corner of the Northeast Quarter of Section 27; thence continuing South 0 degrees 45 minutes 02 seconds East a distance of 1,175.65 feet to the north bank of the Sangamon River; thence South 67 degrees 36 minutes 11 seconds West along said north bank a distance of 89.90 feet; thence North 49 degrees 39 minutes 45 seconds West along said north bank a distance of 242.87 feet; thence North 56 degrees 57 minutes 47 seconds West along said north bank a distance of 390.14 feet; thence North 37 degrees 54 minutes 05 seconds West along said north bank a distance of 175.79 feet; thence North 63 degrees 50 minutes 01 second West along said north bank a distance of 209.71 feet; thence South 88 degrees 33 minutes 04 seconds West along said north bank a distance of 243.83 feet; thence South 52 degrees 51 minutes 19 seconds West along said north bank a distance of 352.24 feet; thence South 80 degrees 18 minutes 09 seconds West along said north bank a distance of 237.90 feet; thence South 63 degrees 16 minutes 04 seconds West along said north bank a distance of 418.02 feet; thence North 87 degrees 44 minutes 39 seconds West along said north bank a distance of 300.30 feet; thence North 86 degrees 32 minutes 12 seconds West along said north bank a distance of 273.54 feet; thence North 69 degrees 27 minutes 03 seconds West along said north bank 226.20 feet; thence North 65 degrees 47 minutes 36 seconds West along said north bank 75.77 feet to the intersection of the easterly right of way line of a proposed County Highway; thence North 01 degree 11 minutes 34 seconds West along the proposed right of way line a distance of 514.29 feet to a point on a 1,920.00 foot radius curve, the center of circle bears North 88 degrees 48 minutes 26 seconds East; thence northeasterly along the curve a distance of 1,144.70 feet through a central angle of 34 degrees 09 minutes 34 seconds and having a chord bearing of North 15 degrees 53 minutes 13 seconds East and a chord length of 1,127.82 feet; thence North 32 degrees 58 minutes 01 second East along the proposed right of way line a distance of 2,321.92 feet to a point on the north line of the Northeast Quarter of Section 27; thence North 89 degrees 04 minutes 30 seconds East along the north line of the Northeast Quarter of Section 27, a distance of 1,266.45 feet to the point of beginning. The above-described parcel contains 188.068 acres, more or less.

Situated in Sangamon County, Illinois.