

= CROPLAND ACRES  
= ADDITIONAL ACRES  
= EXEMPT ACREAGE





State of Illinois  
Conservation Reserve  
Enhancement Program  
State Number: [REDACTED]

STATE OF ILLINOIS } ss No. 860821  
Schuyler County }  
FILED FOR RECORD the 29<sup>th</sup> day of  
June A.D., 2000 at 1:50 o'clock  
P. M. and recorded in book 230  
of Records on page 59  
James P. Reiman  
RECORDER

## 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 28th day of June, 2000.

### WITNESSETH:

WHEREAS, [REDACTED], whose address is [REDACTED], Illinois (hereinafter with (his, her, their, its) heirs and assigns, called the "Grantor(s)"), 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) through practices agreed to in a CREP Conservation Plan, has significant ecological value, and is enrolled in the Conservation Reserve Program (CRP) Contract number [REDACTED]. The property being situated in Section (s) 26,27,34, T. 2N., R. 1E., in Schuyler County, Illinois, described in the attached Exhibit A, which by reference is made a part hereof.

WHEREAS, Schuyler County SWCD (hereinafter with its successors and assigns, called "Grantee"), is a unit of local government with offices at RR 4 PO Box 290 Rushville, Illinois; and

WHEREAS, the Grantor and Grantee, by this Conveyance to the Grantee of Conservation Right and Easement on, over, and across the Property 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 CREP Conservation Plan, 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 to the covenants, terms, conditions, and restrictions set out herein and imposed hereby; and

NOW THEREFORE, the Grantor, for and in consideration of [REDACTED] 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 Conservation Right and Easement (hereafter "Easement") in perpetuity on, over, and across the Property consisting of the following:

## **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 Easement area to inspect the same to determine compliance with the terms of the conservation 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 grant 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, industrial or multiple dwelling activity undertaken or allowed on the Property, nor shall any right of passage across or upon the Property be allowed or granted.

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. Existing structures may be maintained, but may not be 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.

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 OTHER THAN WHAT IS PROVIDED FOR IN THE CONSERVATION PLAN OF OPERATION FOR THE PROPERTY, or installation of mechanical devices upon the Property. 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 or livestock grazing unless provided for in the CREP Conservation Plan as a management tool after the CRP contract expires. Any timber harvest or grazing must follow specifications in the CREP Conservation Plan.

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 Property, either temporarily or permanently, according to a Plan agreed upon by the Grantor, Grantee, and the Illinois Department of Natural Resources, after the CRP contract expires. Any use of dredge spoil may not in any way alter the ecological significance of the Property and the Grantor will be reimbursed in full for any restoration that may be required because of such a use for dredge spoil upon the Property.

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 structures and 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 use on the Property that does not impact ecological significance and value provided all such activity is conducted in accordance with state and federal regulations. The Grantor also reserves the right to charge a fee to guests for all such activities.

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 and accepted by the Grantor. 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 himself and for his heirs, 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 Conservation Easement will be referenced in any subsequent deed or other legal instrument by which the Grantor divests itself of the Property.

5.4 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:

Schuyler County SWCD  
RR 4 PO Box 290  
Rushville, Illinois 62681

Grantor:

[REDACTED]  
[REDACTED]  
[REDACTED]

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 agreement 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. If the Grantee is no longer capable of holding this Conservation Easement, the Grantee shall be permitted to transfer or assign the rights herein, to the Illinois Department of Natural Resources.

TO HAVE AND TO HOLD the said Conservation Easement unto the Grantee forever.

IN WITNESS WHEREOF, the parties have executed this Grant of Conservation Right and Easement this 28<sup>th</sup> day of June, 2000.

GRANTOR: [Redacted] (Owner)

[Redacted] (Owner)

ACKNOWLEDGMENT

STATE OF Illinois )

SS:

COUNTY OF Sangamon )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their 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 28<sup>th</sup> day of June, 2000.  
My commission expires: 2-23-2002

Linda M. Farmer  
Notary Public



ACCEPTANCE BY GRANTEE:

Larry Shelts Larry Shelts, Resource Conservationist  
(Name & Title)

6-29-00

ACKNOWLEDGMENT

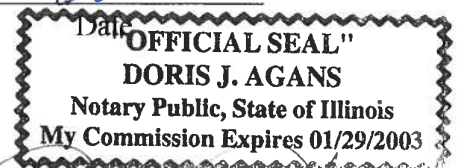
STATE OF ILLINOIS  
COUNTY OF SCHUYLER

SS:

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Larry Shelts, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 29 day of June, 2000.

My commission expires: 01/29/2003  
Notary Public



Doris J. Agans

**CREP CONSERVATION EASEMENT AREA**  
**(CREP # 20000382)**  
**SCHUYLER COUNTY, ILLINOIS**  
**TAX I.D. # 04-025-008-00/04-025-006-00/04-025-004-10/04-024-005-00**  
**/04-024-003-00/04-025-005-00/04-028-006-00**

**EASEMENT DESCRIPTION**

**TRACT I**

The Fractional North Half (N ½) of the Northeast Quarter (NE ¼) of Section thirty-four (34); and the Fractional Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Twenty-seven (27), situated in Township Two (2) North of the Base Line, Range One (1) East of the Fourth Principal Meridian, County of Schuyler, State of Illinois.

**TRACT II**

All that part of the West Half (W ½) of the Southeast Quarter (SE ¼) of Section Twenty-seven (27) in Township Two (2) North of the Base Line and Range One (1) East of the Fourth Principal Meridian in Schuyler County, Illinois lying South and East of the Chicago, Burlington and Quincy Railroad Company Right of Way, SAVE AND EXCEPT all of the oil, gas and other minerals in and under and that may be produced from the above described premises heretofore reserved by Kelly Stambaugh and Mary J. Stambaugh in a Warranty Deed dated October 27, 1958 and filed for record December 16, 1960 in Book 151, Page 310, County Recorder's Office, Schuyler County, Illinois.

**TRACT III**

The following tract of land off the North side of the Southeast Quarter (SE ¼) of Section Twenty-seven (27) in Township Two (2) North of Range One (1) East of the Fourth Principal Meridian, described as follows: Beginning at the center of the Chicago, Burlington & Quincy Railroad Bridge No. Twelve (12), located about half a mile south of the Railroad Station at Browning, Illinois, in said County, and running thence Southwest from the Center of the Right of Way of the C.B. & Q Railroad tract Four Hundred Twenty-five and six-twelfths (425 6/12) feet, thence at right angles to said tract in Southeasterly course Eleven Hundred Forty-five (1145) feet to the Illinois River, thence Northeasterly along the Illinois River Two Hundred Thirty-three (233) feet to the Center of ditch, leading to the Baird Branch, thence following said ditch to the center of said railroad bridge, to the place of beginning, situated in Schuyler County, Illinois.

**EXCEPTING THEREFROM:**

All that part of the former Chicago, Burlington & Quincy Railroad Company right of way that lies within the described Tract III.



## EXHIBIT "A" CONTINUED

### TRACT IV

The Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Twenty-seven (27) which lies South and East of Illinois Route 100 and South and West of a drainage ditch which runs from the Illinois River in a Northwesterly direction leading to the Baird Branch and which drainage ditch intersects Illinois Route 100, all being located in Township Two (2) North of the Base Line, Range One (1) East of the Fourth Principal Meridian, Schuyler County, State of Illinois.

### TRACT V

Lot One (1) in Block Twenty-six (26), all of Block Twenty-seven (27), and all of Block Twenty-eight (28), all as shown by the original Plat of the Town of Browning, said Plat being of Record in Book 0, Page 17, and dated May 11, 1848, situated in the County of Schuyler and State of Illinois.

A tract of land described as Tract "A" containing about 56.9 acres, as shown by a survey made by J. H. Cordes, dated October 3, 1960, and designated "Survey of Fred Kelly Tract, Browning, Illinois" and said Survey being recorded in the Recorder's Office of Schuyler County, Illinois, as Document No. 184515; said real estate is further described as a combination of the following parcels, to-wit:

1. All that part of the Fractional Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty-six (26), Township Two (2) North, Range One (1) East of the Fourth Principal Meridian, which lies Southeasterly from the Right of Way of the C. B. & Q. R.R.; Southwesterly of the drainage or sewer ditch running from Vermont Street in the Village of Browning Southeasterly to the Illinois River; and Northwesterly from the Illinois River, Excepting therefrom that part thereof which lies Easterly from the Westerly side of a Lot formerly conveyed to M. H. Shippey to Maro Willard as described in Book 87 of Deeds at Page 30 of the Land Records of Schuyler County, Illinois, at Rushville, Illinois; and Southeasterly from the Northwesterly side of the last described lot;
2. All that part of the Fractional Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-six (26), Township 2 North, Range 1 East of the Fourth Principal Meridian, which lies Northwesterly from the Illinois River and Northeasterly from the drainage ditch which crosses said tract, extending from the C. B. & Q. R.R. Bridge No. 12 and Baird Branch Southeasterly to the Illinois River;
3. All that part of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Twenty-seven (27), Township Two (2) North, Range One (1) East of the Fourth Principal Meridian, which lies Southeasterly from the C. B. & Q. R.R. Right of Way and Northeasterly from the drainage ditch which crosses said tract and extends from the C. B. & Q. R.R. Bridge No. 12 and Baird Branch to the Illinois River.



## EXHIBIT "A" CONTINUED

4. All that part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Twenty-seven (27), which lies Southeasterly from the C. B. & Q. R.R. Right of Way.

The perimeter of said real estate is described as follows, to-wit: Commencing at the Northwest corner of Section Twenty-six (26), Township Two (2) North, Range One (1) East of the Fourth Principal Meridian; running thence South on the West line of the Section Twenty-six (26) a distance of 2,210 feet to a point on the Southeasterly Right of Way line of the C. B. & Q. R.R., the actual place of beginning; running thence South 37 degrees 4 minutes West 540 feet on the said railroad Right of Way line, to the South line of the Northeast Quarter of said Section Twenty-seven (27), continue thence South 37 degrees 4 minutes West 460 feet on said railroad Right of Way to a point in the center line of the ditch extending Southeasterly from the C. B. & Q. R.R. Bridge No. 12 and Baird Branch (also known as Harmon Branch); running thence South 38 degrees 55 minutes East 1,138 feet on said center line of said ditch to a point on the Northwestern side of the Illinois River; running thence Northeasterly along Northwestern side of the Illinois River as follows from last said point, North 30 degrees 56 minutes East 935.3 feet; thence North 36 degrees 57 minutes East 626.55 feet; and North 43 degrees 37 minutes East 212.1 feet and then North 55 degrees 2 minutes East 262.3 feet to a point on the projection Southeastwardly of the Westerly side of a lot previously conveyed by M. H. Shippey to Maro Willard September 18, 1906, as described in Book 87 of Deeds, on page 30 of the Land Records of Schuyler County, Rushville, Illinois, running thence North 30 degrees West 258 feet on the Westerly side of last said lot to the Northwestern corner of said lot, thence North 51 degrees 30 minutes East 340 feet on the line of the Northwestern side of said lot to a point on the center line of the drainage ditch running Southeasterly from Vermont Street in the Village of Browning to the Illinois River; thence from said point North 33 degrees 54 minutes West 1,007 feet on the center line of said ditch to a point on the Southeasterly side of the Right of Way of the C. B. & Q. R.R., running thence Southwesterly on said right-of-way line as follows: First on a curve, convex to Southeast, described by a radius of 11,510 feet and determined by the chord extending from the last said point South 32 degrees 35 minutes West 264.4 feet and running thence on said Right of Way line South 37 degrees 04 minutes West 1,240 feet to the actual place of beginning; all situated in the County of Schuyler and State of Illinois;

### EXCEPTING THEREFROM:

An irregular wedge or partly triangle shaped tract of land containing about five (5) acres in the Northerly part of Tract A, said Tract A being Fred & Beulah Kelly Tract of 56.9 acres as shown in a survey dated October 3, 1960, made by J. H. Cordes, said survey being recorded in the Office of the Recorder of Schuyler County, Illinois on October 28, 1960, as Document No. 184515; the said premises are part of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty-six (26), Township Two (2) North, Range One (1) East, of the Fourth Principal Meridian, Schuyler County, Illinois, and more particularly described as follows:

Commencing at a point at the intersection with the Northwestern side of the Illinois River on the projection Southeastwardly of the Westerly side of a lot previously conveyed by M. H. Shippey to Maro Willard September 18, 1906, as described in Book 87 of Deeds on Page 30 of the Land Records of Schuyler County, Rushville, Illinois; said point being the place of beginning; running thence North 30 degrees West 258 feet on the Westerly side of last said lot to the Northwestern corner of said lot; thence North 51 degrees 30 minutes East 340 feet on the line of the Northwestern side of said lot, to a point on the center line of the drainage ditch running Southeasterly from Vermont Street in the Village of Browning to the Illinois River; thence from said point North 33 degrees 54 minutes West 1,007 feet on the center line of said ditch to a point on the center line of the Right of Way of the C. B. & Q. Railroad; running thence Southeasterly in a straight line through a point being the Northwest corner of Lot No. 4 in Block 25 of O. P. Browning Addition to the Village of Browning, Schuyler County, Illinois being through said point to the Northwestern side of the Illinois River; running thence Northeasterly, perhaps 126 feet, or about the distance, along the Northwestern side of the Illinois River to the place of beginning, situated in the County of Schuyler and State of Illinois.

AND EXCEPTING:

All of the Right of Way of Chicago, Burlington & Quincy Railroad Company located in the above-described tracts not otherwise excepted therein.

PERMANENT INDEX NUMBER: 04-025-005-00  
PERMANENT INDEX NUMBER: 04-025-008-00  
PERMANENT INDEX NUMBER: 04-028-006-00  
PERMANENT INDEX NUMBER: 04-024-003-00  
PERMANENT INDEX NUMBER: 04-024-005-00  
PERMANENT INDEX NUMBER: 04-025-006-00  
PERMANENT INDEX NUMBER: 04-025-004-10

**EXHIBIT "A"**