

STATE OF ILLINOIS as, No. 130249
CASS COUNTY

Filed for record the 31st
day of August A.D. 2000
at 3:15 o'clock P. M. and recorded
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Michael C. Reschner 66
COUNTY CLERK & RECORDER

0130249

State of Illinois
Conservation Reserve
Enhancement Program
State Number 20000329

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 31st day of August, 2000.

WITNESSETH:

WHEREAS, Petefish, Skiles & Co. Bank, as Trustee under a Trust Agreement dated January 2, 1997, and known as The Emily A. Dotzert Testamentary Trust, and known as Trust No. 151, whose address is PO BOX 18 Virginia, 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 486. The property being situated in Section (s) 3 & 4, T. 17N., R. 11W., in Cass County, Illinois, described in the attached Exhibit A, which by reference is made a part hereof.

WHEREAS, Cass County Soil & Water Conservation District (hereinafter with its successors and assigns, called "Grantee"), is a unit of local government with offices at 652 South Main Street, Virginia, 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 \$ 32,085.91, 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: See Exhibit "A" "B" and "C" as attached hereto.

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: Cass County Soil & Water Conservation District
652 South Main Street
Virginia, Illinois 62691

Grantor: Petefish Skiles & Company Bank Trustee
The Emily A. Dotzert Testamentary Trust
PO BOX 18
Virginia, Illinois 62691

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.

This deed is executed by the Grantor, as Trustee as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the grantee named herein, and of every other power and authority thereunto enabling.

IN WITNESS WHEREOF, the Grantor, as Trustee has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its President & Trust Officer and attested by its Vice President, this 31st day of August, 2000.

BY: [Signature]
(Petefish, Skiles & Co. Bank), Trustee
(Harold Davis, President & Trust Officer)

(Seal)



ATTESTED:
[Signature] (Thomas Prather, Vice President)

ACKNOWLEDGMENT

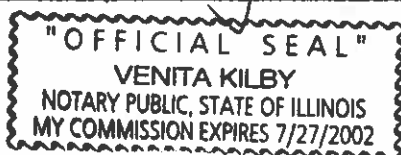
STATE OF ILLINOIS)
)
COUNTY OF CASS)

SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harold Davis, President & Trust Officer of Petefish, Skiles & Co. Bank Trustee of The Emily A. Dotzert Testamentary Trust, and Thomas Prather, Vice President of said bank 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 and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank as Trustee, for the uses and purposes therein set forth; and the said Vice President did also then and there acknowledge he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 31 day of Aug, 2000
My commission expires:

[Signature]
Notary Public



ACCEPTANCE BY GRANTEE:

[Handwritten Signature]

Kymberly K. L. Haberman, CREP Coordinator
(Name & Title)

8-31-00
Date

ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF CASS

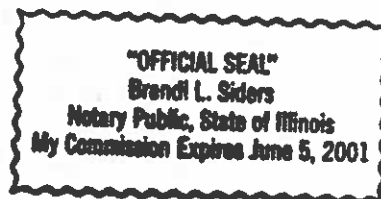
SS:

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Kymberly K. L. Haberman, 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 31st day of August, 2000.

My commission expires: 6/5/01

Notary Public



CREP CONSERVATION EASEMENT AREA
CREP # 20000329
CASS COUNTY, ILLINOIS
EASEMENT DESCRIPTION

Part of the East Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Four (4), and
The West Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Three (3), Township Seventeen (17) North, Range Eleven (11) West of the Third Principal Meridian, Cass County, Illinois, described as follows:

Beginning at the Northeast corner of the West half of the Northwest Quarter of the Northwest Quarter Section 3, Township 17 North, Range 11 West of the Third Principal Meridian; thence South 0 degrees 30 minutes 00 seconds West, 1300.05 feet; thence North 89 degrees 56 minutes 05 seconds West, 677.73 feet; thence South 0 degrees 12 minutes 15 seconds West, 1318.32 feet; thence West 1300.67 feet; thence North 0 degrees 18 minutes 05 seconds East, 1957.57 feet; thence East 265.97 feet; thence South 71.54 feet; thence South 70 degrees 43 minutes 15 seconds East, 187.33 feet; thence South 1 degree 17 minutes 00 seconds East, 166.85 feet; thence East 662.88 feet; thence North 300.20 feet; thence East 191.13 feet; thence North 0 degrees 18 minutes 05 seconds East, 660.0 feet; thence East, 680.13 feet to the point of beginning, containing 73.63 acres, more or less.

EXCEPT ALL MINERALS, GAS, OIL AND OTHER HYDROCARBONS.

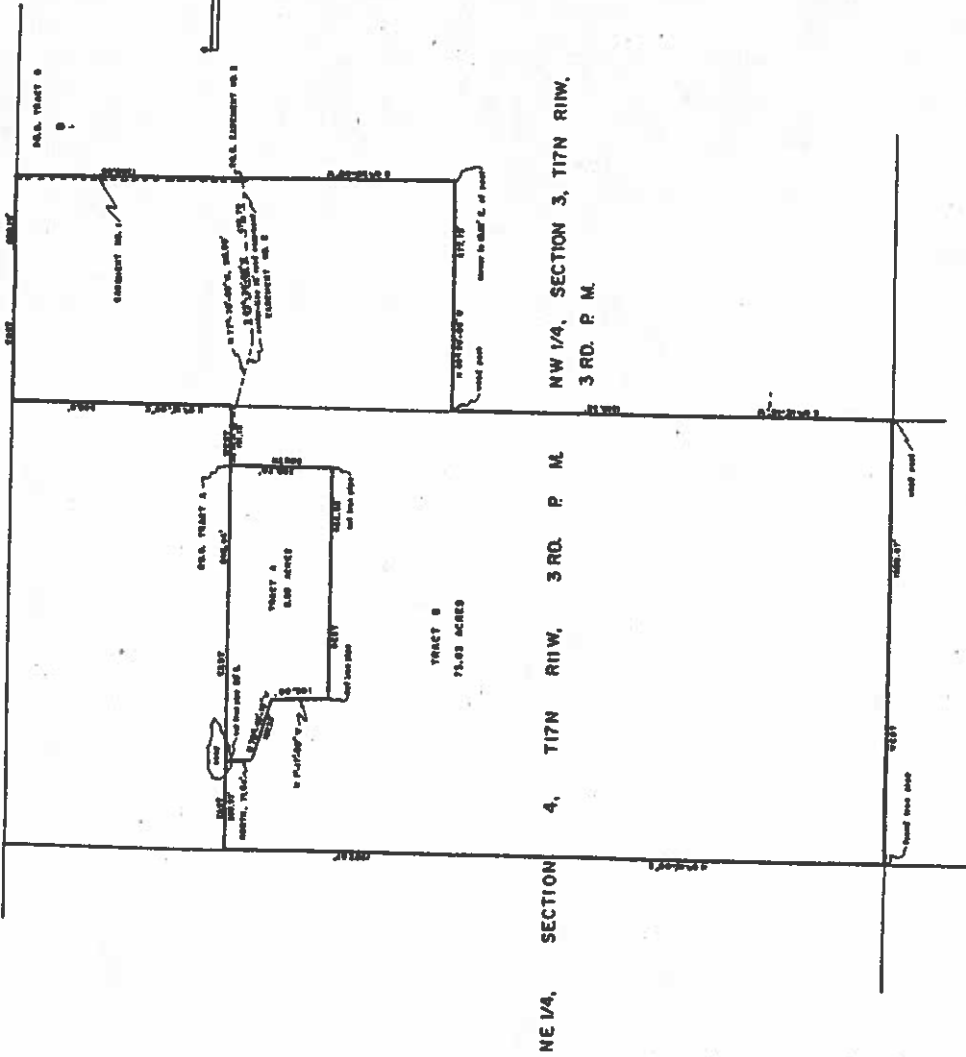
EXHIBIT "A"

NOT TO SCALE
(2000) FB-4

EXHIBIT "B"

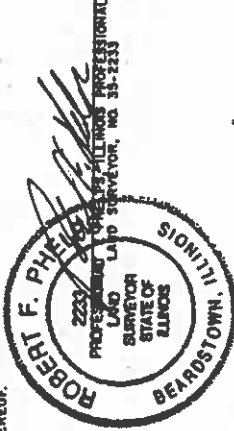


LAND OWNER - CLARA DOTZERT ESTATE
CREP NO. 20000329



STATE OF ILLINOIS)
COUNTY OF CASS)
BEARDSTOWN, ILLINOIS
MARCH 14, 2000

I, ROBERT F. PHELPS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I MADE A SURVEY OF PART OF THE E 1/2, NE 1/4, SECTION 4, AND W 1/2, NW 1/4, SECTION 3, T17N R11W, 3RD P.M., CASS COUNTY, ILLINOIS, AND THAT THE PLAT AND DESCRIPTION SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION, THEREOF.



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

Robert F. Phelps
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 39-2233