



State of Illinois  
Conservation Reserve  
Enhancement Program  
State Number: 20000262

STATE OF ILLINOIS } ss No. 260644  
Schuyler County }  
FILED FOR RECORD the 26 day of  
May A.D., 2000 at 2:30 o'clock  
A M. and recorded in book 227  
of Records on page 319  
James P. Robinson  
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 25<sup>th</sup> day of May, 2000.

### WITNESSETH:

WHEREAS, Brian K. & Sherry L. Ralston, whose address is 1216 Washington Street Beardstown, 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 643. The property being situated in Section (s) 20, 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,~~

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 \$ 7,854.05, 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:

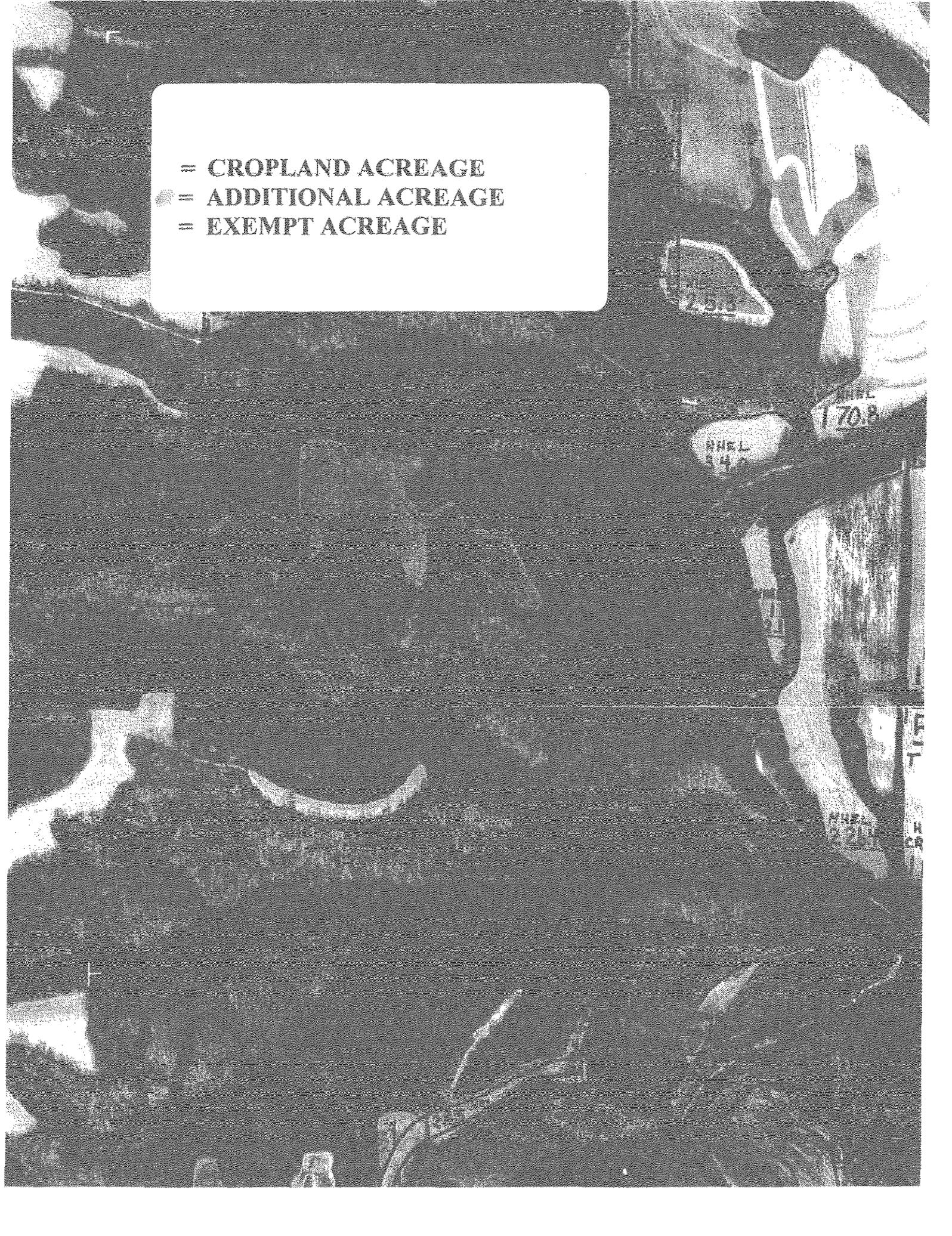
Schuyler County SWCD  
RR 4, PO Box 290  
Rushville, Illinois 62681

Grantor:

Brian K. & Sherry L. Ralston  
1216 Washington Street  
Beardstown, Illinois 62618

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

**= CROPLAND ACREAGE**  
**= ADDITIONAL ACREAGE**  
**= EXEMPT ACREAGE**



NW COR  
SW 1/4 SEC 20

NE COR W 1/2  
SW 1/4 SEC 20

### PLAT OF SURVEY

A TRACT OF LAND LYING IN AND BEING A PART OF THE  
SOUTHWEST QUARTER OF SECTION 20,  
TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE  
FOURTH PRINCIPAL MERIDIAN, SCHUYLER COUNTY, ILLINOIS.  
(As made for Schuyler County Soil and Water Conservation District)

This to certify that this plat is from a survey made by me during March of 2000,  
and that the results of the survey are correctly shown on said plat.

*Marvin J Likes*  
MARVIN J LIKES  
ILLINOIS PROFESSIONAL LAND SURVEYOR #35-2150

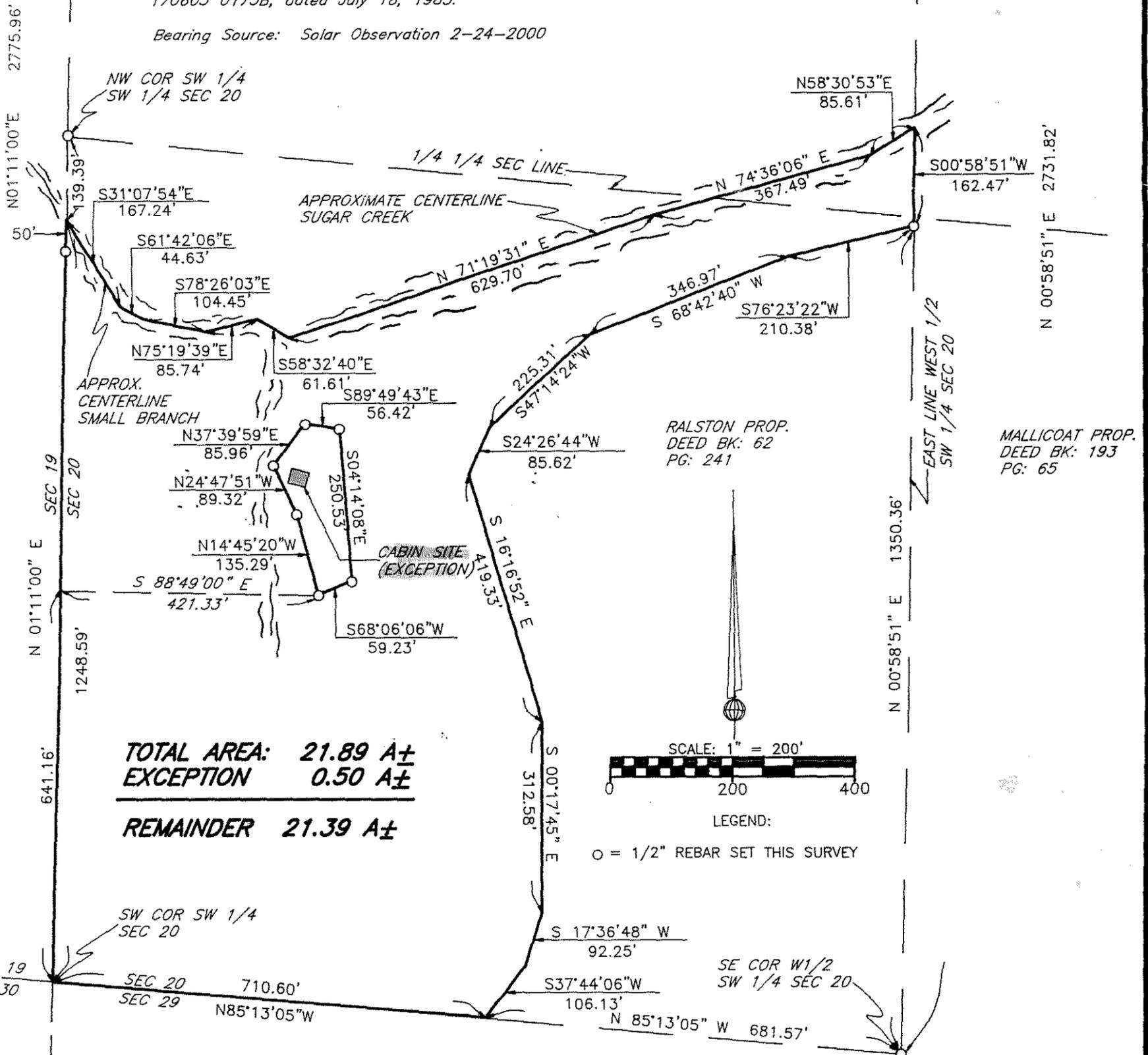
*Marvin J Likes*  
3-23-00

**NOTE:**

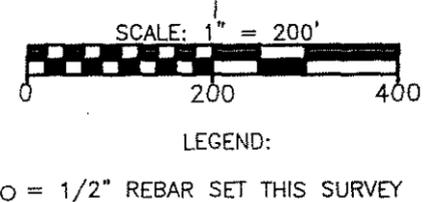
This professional service conforms to the current Illinois  
Minimum Standards of Practice Applicable to Boundary  
Surveys.

The parcels included in this record of deed area located in  
Zone C of the special flood hazard area identified for  
Schuyler County, Illinois by FEMA on the FIRM panel number  
170605 0175B, dated July 18, 1985.

Bearing Source: Solar Observation 2-24-2000



**TOTAL AREA: 21.89 A±**  
**EXCEPTION 0.50 A±**  
**REMAINDER 21.39 A±**



<b>LIKES</b> Land Surveyors, Inc. 720 Mortimer Street-Barry, Illinois 62312 (217) 335-2129	DATE:	PROJECT NO.	BOOK/PAGE	COUNTY
	03-10-00	00-002	ILLINOIS#1/33	SCHUYLER, IL
	SURVEYED BY:	DRAWN BY:	CHECKED BY:	RALSTON
	ERG	TLL	MJL	CREP# 20000262