

State of Illinois
Conservation Reserve
Enhancement Program
State Number: 20000372

STATE OF ILLINOIS } SS. NO. **169055**
MENARD COUNTY }
This instrument was filed for Record in the
Recorder's Office of Menard County aforesaid on

JUL 17 2000

at 11:45 O'clock, A M. and recorded
in book 551 page 342 or Dept. _____
Ann Lumber 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 17th day of July, 2000.

WITNESSETH:

WHEREAS, Emma Jean Boeker, whose address is P.O. Box 107, Oakford, Illinois, Mardell L. Boeker, whose address is P.O. Box 108, Oakford, Illinois, Lonnie W. Boeker, whose address is 306 Broadway, Manito, Illinois and Rodney L. Boeker, whose address is 730 Canyon Lane, Elgin, 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 99-375. The property being situated in Section (s) 2, T. 19N, R. 8W, in Menard County, Illinois, described in the attached Exhibit A, which by reference is made a part hereof. A map of said property is attached as Exhibit B.

WHEREAS, Menard County Soil and Water Conservation District (hereinafter with its successors and assigns, called "Grantee"), is a unit of local government with offices at R.R.# 3, Box 16, Petersburg, 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 \$12,165.04, 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: Menard County Soil and Water Conservation District
R. R. # 3, Box 16
Petersburg, Illinois 62675

Grantor: Emma Jean Boeker
P.O. Box 107
Oakford, Illinois 62673

Grantor: Mardell L. Boeker
P.O. Box 108
Oakford, Illinois 62673

Grantor: Lonnie W. Boeker
306 Broadway
Manito, Illinois 61546

Grantor: Rodney L. Boeker
730 Canyon Lane
Elgin, Illinois 60123

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 17th day of July, 2000.

GRANTOR: Marcell Becker (Owner)

ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Menard)

SS:

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Marcell Becker, 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 3rd day of July, 2000.

My commission expires:

April 19, 2003



Nancy L. Kinney
Notary Public

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 17th day of July, 2000.

GRANTOR: Rodney L. Becker (Owner)

ACKNOWLEDGMENT

STATE OF IL)

SS:

COUNTY OF COOK)

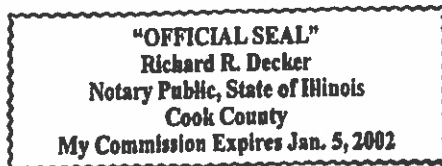
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that RODNEY L. BEKER, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, 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 5th day of July, 2000.

My commission expires:

1-5-2002

Richard R. Decker
Notary Public



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 17th day of July, 2000.

GRANTOR: Lornie W. Becker (Owner)

ACKNOWLEDGMENT

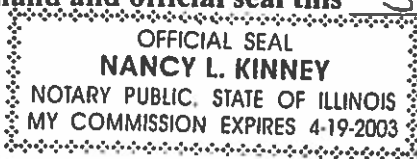
STATE OF Illinois)

SS:

COUNTY OF Menard)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Lornie W. Becker, 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 3rd day of July, 2000.



My commission expires:

April 19, 2003

Nancy L. Kinney
Notary Public

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 17th day of July, 2000.

GRANTOR: Emma Jean Boeker (Owner)

ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Menard)

SS:

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Emma Jean Boeker, 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 30th day of June, 2000.

My commission expires:

April 19, 2003



Nancy L. Kinney
Notary Public

ACCEPTANCE BY GRANTEE:

James H. Todd
(Name & Title)

7-17-2000
Date

PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 8 WEST OF THE THIRD P.M. IN MENARD COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN MARKING THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 2; THENCE NORTH 00° 24' 05" WEST ALONG THE QUARTER SECTION LINE 884.40 FEET TO A SET IRON PIN MARKING THE TRUE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" WEST 264.00 FEET TO A SET IRON PIN; THENCE NORTH 00° 00' 00" WEST 134.50 FEET TO THE SOUTH BANK OF THE SANGAMON RIVER; THENCE NORTHEASTERLY ALONG SAID SOUTH RIVER BANK 2660.60 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE AFORESAID SECTION 2; THENCE SOUTH 00° 28' 50" EAST 1270.28 FEET TO A SET IRON PIN MARKING THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 89° 51' 15" WEST 2146.20 FEET TO A SET IRON PIN; THENCE NORTH 00° 08' 45" WEST 100.24 FEET; THENCE SOUTH 89° 17' 47" EAST 887.15 FEET; THENCE NORTH 55° 21' 10" EAST 157.36 FEET; THENCE SOUTH 73° 15' 11" EAST 218.63 FEET; THENCE NORTH 83° 10' 52" EAST 184.98 FEET; THENCE NORTH 22° 19' 41" EAST 181.14 FEET; THENCE NORTH 60° 34' 10" EAST 105.65 FEET; THENCE NORTH 04° 23' 08" WEST 150.33 FEET; THENCE NORTH 87° 36' 12" EAST 120.96 FEET; THENCE SOUTH 38° 48' 41" EAST 263.95 FEET; THENCE SOUTH 49° 42' 45" EAST 274.42 FEET; THENCE NORTH 00° 23' 24" WEST 1004.13 FEET TO THE BEGINNING OF A 31.83 FOOT RADIUS, NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 89° 36' 28" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 86° 03' 21" A DISTANCE OF 47.81 FEET; THENCE SOUTH 86° 26' 54" WEST 265.69 FEET; THENCE NORTH 75° 39' 16" WEST 115.04 FEET; THENCE SOUTH 89° 31' 17" WEST 223.57 FEET; THENCE SOUTH 00° 28' 43" EAST 162.39 FEET; THENCE SOUTH 49° 50' 09" WEST 153.24 FEET TO THE BEGINNING OF A 273.57 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 31° 25' 45" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 73° 51' 17" A DISTANCE OF 352.10 FEET; THENCE NORTH 47° 34' 27" WEST 100.00 FEET; THENCE SOUTH 85° 51' 37" WEST 396.39 FEET; THENCE NORTH 52° 43' 25" WEST 193.61 FEET; THENCE SOUTH 84° 32' 10" WEST 589.59 FEET; THENCE SOUTH 69° 10' 08" WEST 269.83 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 22.62 ACRES, MORE OR LESS.

Emma Jean Boeker
S.S.#: 340-18-4609

Mardell Boeker
S.S.#: 321-20-6360

Taxpayer ID: Property Tax Number 65-05-02-200-001
65-05-02-100-002

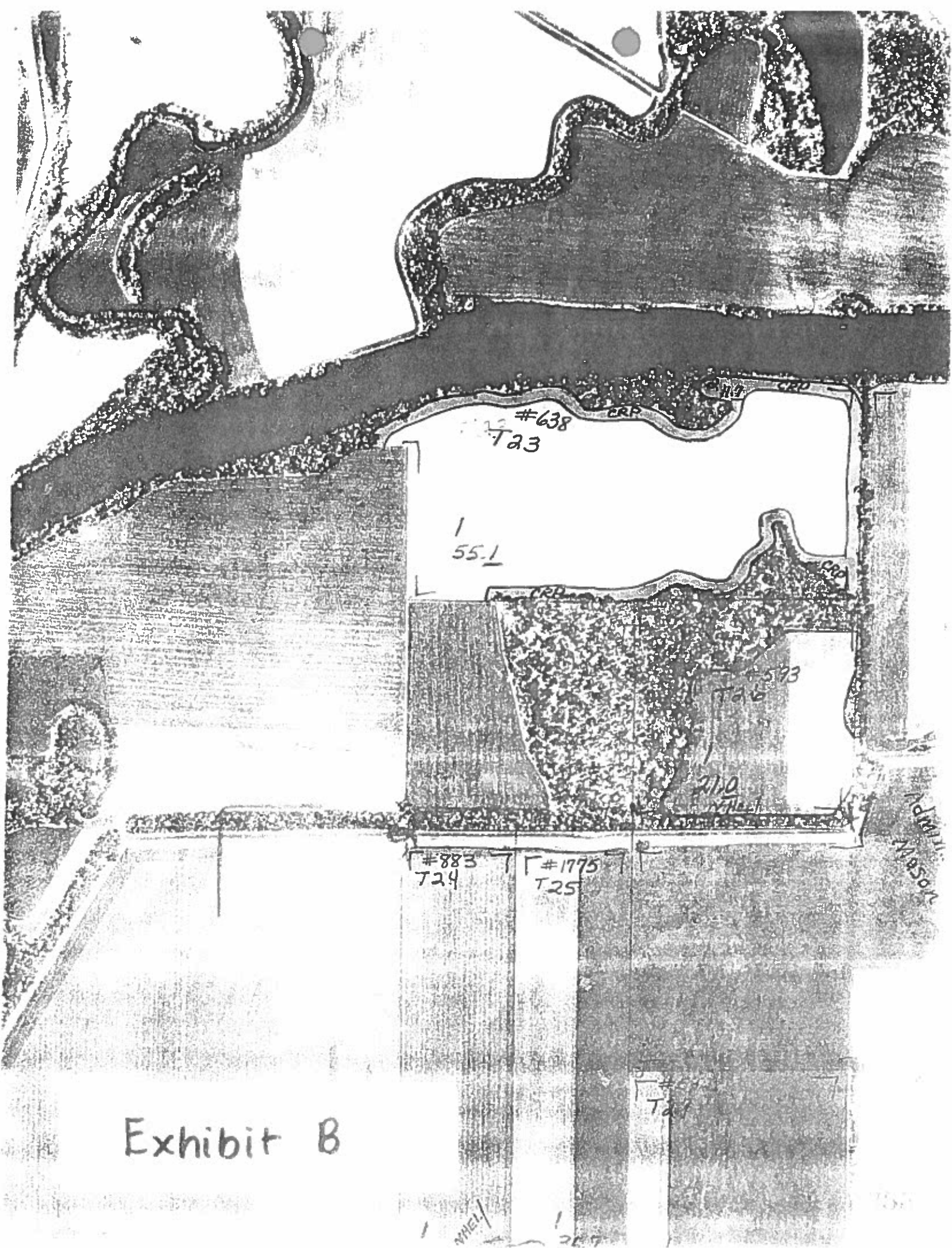


Exhibit B