

TRACT 25



TRACT 25 REAL ESTATE TAXES

At closing, the Buyer of Tract 25 will be given a credit for 2014 real estate taxes, due in 2015, in the amount of \$470.12. Taxes for 2015, payable in 2016, will be allocated at closing as of the closing date, using \$470.12 as a basis. The tax credit amounts are based on the most recent tax bills available to Seller.

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Conservation Easement Form A – Tract 21



Image# 004950580007 Type: EASE
Recorded: 12/04/2014 at 08:59:25 AM
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Fees: \$48.00
IL Rental Housing Fund: \$9.00
Williamson County, IL
Amanda Barnes Clerk & Recorder
Book 350 Page 168

CONSERVATION EASEMENT

File **2014-00009368**

THIS INDENTURE WITNESSETH, that the Shawnee Holdings LLC, a Delaware limited liability company (“Grantor”), for good and valuable consideration, receipt of which is hereby acknowledged, does hereby convey, grant, and assign in perpetuity to the **Land Conservation Trust of Southern Illinois** (“Grantee”), the perpetual right and exclusive easement to use, monitor and enforce a Conservation Easement (this “Conservation Easement”) pursuant to the Illinois Real Property Conservation Rights Act, 765 ILCS 120, to, in, over, and across the following described Real Estate in the County of Williamson, State of Illinois:

(Reference: Tract 21)

The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 12, Township 9 South, Range 4 East of the Third Principle Meridian, Williamson County, Illinois, containing ten (10) acres, more or less.

All subject to the terms and conditions set forth herein, and further subject to any interests, easements or restrictions of record prior to the creation of this Conservation Easement.

RECITALS

WHEREAS, Grantor is the owner in fee simple of a certain parcel of land in the County of Williamson, State of Illinois, more particularly described above and hereinafter referred to as the “Easement Area”; and

WHEREAS the Easement Area possesses natural resources of importance to the Grantor, Grantee, and the public;

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS OF THIS CONSERVATION EASEMENT

1. Easement to Run with the Land; Duration. This Conservation Easement shall run with the land and shall take effect upon acceptance by Grantee and recordation thereof. The duration of this Conservation Easement shall be perpetual and shall bind the successors and assigns of the Grantor. Any subsequent amendment to or repeal of any state law or regulation which authorizes this

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Conservation Easement shall not effect the rights conveyed by the Grantor or subsequently held by its successors or assigns.

2. Purpose; Conservation Values. Grantor and Grantee are committed to preserving and protecting the natural resources in the Easement Area and to maintaining it in its natural state as an open lands area, a wetland habitat, forest habitat and/or riparian forest buffer, which is subject to such limited development and use as will not greatly impact such purpose. Grantor and Grantee have entered into this Conservation Easement to accomplish the purpose of assuring that the natural, scenic and open-space values of the Easement Area are retained, that its natural resources are protected, that its air and water quality are maintained or enhanced, and that soil erosion and excessive siltation are appropriately controlled (collectively, the "Conservation Values").

3. Prohibited Uses. Except as expressly provided herein, any activity on, or use of, the Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. Grantor for itself and its successors and assigns covenants that it shall not undertake, or authorize or consent to third parties undertaking, the following activities in the Easement Area except as permitted in Section 5 below:

- a) residential, commercial or industrial use or activity;
- b) the placement and construction of any permanent man-made modifications such as buildings, structures, roads, parking lots, trails, footpaths, docks or other improvements;
- c) the mining, exploration for, or extraction of oil, gas, or other minerals, hydrocarbons, soils, or other materials on or from the surface;
- d) the dumping, storage or disposal of trash, garbage, sewage, debris, or other refuse of any nature whatsoever;
- e) clearing, earth moving, grading, cultivation, burning, dredging or filling, except bank stabilization and other activities as necessary to prevent erosion;
- f) the construction, maintenance, or erection of any commercial advertisement, sign or billboard;
- g) the construction or extension of utility systems, except in easements of record prior to the date of this Conservation Easement;
- h) alteration of the vegetation and hydrology of the Easement Area in any way so as to destroy or impair its character, including diverting or affecting the natural flow of surface or underground water into, within, or out of the Real Estate or dredging, channeling, filling, pumping, diking, impounding or other related activities; and
- i) the drilling of any well or conducting any excavation more than three (3) feet in depth.

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4. Rights of Grantee. To accomplish the purposes of this Conservation Easement, the rights granted and conveyed to Grantee shall specifically include, but are not limited to, the following:

- a) the right to enter upon the Easement Area for the purpose of conducting natural resource inventories or monitoring species of plants and animals;
- b) the right to restore, plant, manipulate, and maintain vegetation to provide suitable fish or wildlife habitat or to control soil erosion and filter water runoff to further the purposes of the Conservation Values;
- c) the right to conduct wildlife management activities, such as beaver control;
- d) the right to construct fences for the purpose of preventing livestock or domestic animals from entering the Easement Area;
- e) the right to install signs relating to this Conservation Easement;
- f) the right to enter the Easement Area for the purpose of monitoring compliance with, and enforcing the terms of, this Conservation Easement;
- g) the right to release any of the restrictions on use herein (Conservation Rights) while retaining the remainder of its rights under this Conservation Easement;
- h) the right to release Conservation Rights pursuant to 765 ILCS 120/1 or otherwise.

5. Rights Retained by Grantor. Grantor reserves to itself and Grantor's heirs, successors, and assigns, the rights of entry and use, and all other rights accruing from its ownership of the Easement Area not inconsistent with the Prohibited Uses set forth in paragraph 3. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a) timber harvest and management as approved by a qualified professional forester. Any timber harvesting must be planned in consultation with the Illinois Department of Natural Resources Division of Forest Resources, or any successor agency. The purpose of this paragraph is to encourage proper forest management and discourage timber harvesting that may destroy the productive capacity of the woodlands. Trees may also be cut to maintain any existing utility easements or rights-of-way;
- b) the right to lease, convey, give, sell, assign, or otherwise transfer the Easement Area or any portion thereof by deed or by operation of law, in each case subject and subordinate to this Conservation Easement;
- c) the right to use the Easement Area for non-commercial recreation, including but not limited to camping, hunting, fishing, hiking, horseback riding and trapping and the construction of small structures to support such activities such as deer stands, waterfowl

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blinds, horse shelters and hunting cabins. Any hunting cabin shall not exceed 1200 square feet, shall be placed on a natural stone foundation and shall have an unpainted wooden exterior. Any other structure shall not exceed 200 square feet and shall have an unpainted wooden exterior;

- d) the right to construct unpaved roads to facilities used pursuant to subparagraph (c) above
- e) the right to restore and maintain vegetative and erosion control practices within or adjacent to the riparian forest buffer including burn plans, filter strips, grade stabilization structures or wetland restorations as may be permitted or required by law;
- f) the right to maintain existing drainage systems;
- g) the right to maintain trails;
- h) the right to improve the soil where such soil has been degraded by a previous use;
- i) the right to plant trees, shrubs and other flora;
- j) the right to create or enhance the habitat for any native animal species now or previously existing in Illinois;
- k) the right to conduct any activity which is now or may hereafter be mandated by law;
- l) the right to maintain and to improve (but not expand in size) any structure now located on the property for a term of 40 years from the date of this easement.

6. No Rights Granted to the Public or Third Parties. This Conservation Easement does not grant or convey to members of the general public any rights of access to, ownership of, interest in, or use of, the Easement Area.

7. No Right in Grantee to Further Alienate its Interest. The Grantee has no right to further lease, transfer, assign, convey or otherwise alienate its rights and interest in this Conservation Easement except (a) to an Illinois state governmental entity, (b) to another not-for-profit entity controlled by Grantee, (c) to another entity which has substantially the same goals as Grantee under the doctrine of *cy pres* provided sufficient funds for management of the easement are also transferred to said entity, or (d) as may occur through operation of law.

8. Enforcement; Remedies.

- a) Neither Grantor nor Grantee shall be liable or responsible to one another or to any third party for damage to, or modification of, the Easement Area resulting from causes beyond their respective control, including but not limited to, fires not caused by either party, storms, earth movement, floods, or other natural disaster, mine subsidence damage or trespassers.

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- b) Grantee shall have the right to bring an action at law or in equity in a court of competent jurisdiction to enjoin any activity by restraining order, temporary or mandatory and permanent injunction, or to recover damages against, Grantor and any third party for acts inconsistent with the Conservation Values and uses of this Conservation Easement and may seek restoration of the Easement Area to the condition that existed prior to any such injury.
- c) Subject to subparagraph (d), below, if Grantee determines that the Grantor is in violation of this Conservation Easement, or that a violation is threatened, the Grantee shall provide written notice to Grantor identifying the violation stating the actions necessary to correct the violation. If for a 60 day period after the date of the written notice, the Grantor continues to violate this Conservation Easement, or if the Grantor does not abate the violation and commence implementation of the corrective or restorative measures requested by the Grantee within such 60 day period, or does not complete the corrective or restorative measures within a reasonable time, the Grantee may bring an action in law or in equity, including but not limited to an action for specific performance or declaratory judgment, to enforce the terms of this Conservation Easement. Repeated violations of the same or similar nature are subject to the Grantee immediately taking such action without notice.
- d) The Grantor acknowledges that actual or threatened events of non-compliance by Grantor under this Conservation Easement may constitute immediate and irreparable harm. Accordingly, Grantee shall have the right, in its sole discretion, to bring an action to enjoin any activity by restraining order, temporary or mandatory and permanent injunction without compliance with the notice and cure provisions set forth in subparagraph (c), above.
- e) The preceding remedies of Grantee are cumulative and not exclusive and shall not be construed to prohibit any enforcement action otherwise available to Grantee.

9. No Forfeiture. Nothing contained herein will result in forfeiture or reversion of Grantor's title in any respect.

10. Persons Bound. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and shall inure to the benefit of the Grantor and Grantee and their respective heirs, devisees, successors, and assigns, and shall continue as an easement in servitude running with the Real Estate in perpetuity, unless terminated pursuant to the terms hereof. This Conservation Easement is enforceable against Grantor and all present and future owners, tenants, and other holders of any interest in the Real Estate except for interests in existence at the time this Conservation Easement is created. The terms "Grantor" and "Grantee", when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and their respective heirs, devisees, successors, and assigns.

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11. Severability. If any provision of this Conservation Easement or its application to any persons or circumstances is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

12. Miscellaneous.

- a) In the performance of any of its rights under this Conservation Easement, the Grantee may, by contract or otherwise, provide for action by its employees, agents, or duly-authorized contractors, which may include the Grantor.
- b) Any ambiguities in this Conservation Easement shall be construed in favor of the Grantee in order to effectuate the Conservation Values for which this Conservation Easement is being conveyed.
- c) The captions and paragraph numbers used in this Conservation Easement are inserted for convenience only and in no way define, limit, construe or describe the scope or intent of such paragraphs.
- d) No waiver of any condition or covenant of this Conservation Easement or failure to exercise a remedy by either Grantor or Grantee shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.

Dated this the 23rd day of November 2014.