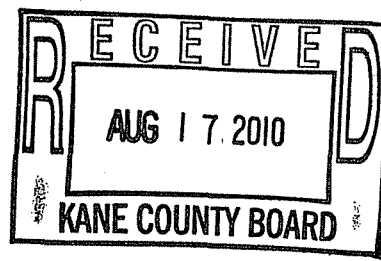


DOCUMENT VET SHEET
for
Karen McConaughay
Chairman, Kane County Board



Name of Document:

REAL ESTATE TAX INDEMNITY LETTER TO ROBERT MCLEESE/USDA REGARDING DEED OF CONSERVATION EASEMENT BY AND BETWEEN THE COUNTY OF KANE AND THE USA, AS GRANTEES, AND (1) JAN M. OLSON and PATRICIA D. OLSON, AND DWIGHT D. OLSON and LAURIE J. OLSON, AS GRANTORS; (2) OLESON PROPERTIES, INC., AS GRANTOR; (3) PATRICIA SIGMUND, DENNIS E. LONG, Trustee of Trust No. 101, SUSAN W. LONG, Trustee of Trust no. 102, WILLIAM A. LONG, Trustee of Trust No. 101, PAMELA G. LONG, Trustee of Trust no. 102, and LONG FAMILY FARM, LLC, AS GRANTORS; AND (4) LEO BOMLENY, GRANTOR.

Submitted by:

JANICE HILL

Date Submitted:

Examined by:

GERALD K. HODGE

(Print Name)



(Signature)

8-5-10

(Date)

Comments:

Chairman signed:

Yes No

8-19-10
(Date)

Document returned to:

J. Hill

COUNTY OF KANE

**DEVELOPMENT & COMMUNITY
SERVICES DEPARTMENT**
Mark D. VanKerkhoff, AIA, Director



County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3480
Fax: (630) 232-3411

August 17, 2010

Mr. Robert McLeese
State Soil Scientist
USDA Natural Resources Conservation Service
2118 West Park Court
Champaign, Illinois 61821

Re: Kane County Farmland Preservation Program
Sigmund/Long Parcel

Dear Bob:

This letter will confirm that the County of Kane covenants and agrees to hold the USDA and NRCS harmless from and against any liability or claim relating to 2009 and 2010 real estate taxes payable with respect to the Sigmund/Long tract for which a deed of conservation easement was granted in 2010 to the USDA/NRCS and the County of Kane. It is my understanding that this covenant is a final condition relative to the release of reimbursement funds from NRCS as to the foregoing easements.

Sincerely yours,

COUNTY OF KANE

A handwritten signature in black ink, appearing to read "Karen McConnaughay", is written over the typed name. The signature is fluid and cursive.

Karen McConnaughay
Chairman

Document prepared by
and return to:
Attorney Gerald K. Hodge
2114 Deerpath Road
Aurora, IL 60506

[FOR RECORDER'S USE ONLY]

DEED OF CONSERVATION EASEMENT

NRCS Co-Op No. 73-5A12-7-1801

THIS DEED OF CONSERVATION EASEMENT (the "Easement Deed") granted this ____ day of _____, 2010, by **PATRICIA SIGMUND**, of 43W741 Marion Circle North, Sugar Grove, Illinois 60554 as to an undivided one-quarter (1/4) interest and **DENNIS E. LONG, Trustee under the provisions of a Trust Agreement dated the 22nd day of July, 1998 known as Trust No. 101**, of 30S015 Dauberman Road, Elburn, Illinois 60119, as to an undivided one-eighth (1/8) interest, **SUSAN W. LONG, Trustee under the provisions of a Trust Agreement dated the 22nd day of July, 1998 and known as Trust no. 102**, of 30S015 Dauberman Road, Elburn, Illinois 60119, as to an undivided one-eighth (1/8) interest, **WILLIAM A. LONG, Trustee under the provisions of a Trust Agreement dated the 18nd day of February, 2005 known as Trust No. 101**, of 2S545 Dauberman Road, Elburn, Illinois 60119, as to an undivided one-eighth (1/8) interest, **PAMELA G. LONG, Trustee under the provisions of a Trust Agreement dated the 18nd day of February, 2005 and known as Trust no. 102**, of 2S545 Dauberman Road, Elburn, Illinois 60119, as to an undivided one-eighth (1/8) interest, and **LONG FAMILY FARM, LLC**, an Illinois limited liability company of 7790 Quail Creek Trace, Pittsboro, Indiana 46167, as to an undivided one-quarter (1/4) interest (hereinafter collectively referred to as "Grantor"), to the **COUNTY OF KANE**, a body politic, with its principal office located at 719 South Batavia Avenue, Geneva, Illinois 60134 ("Local Grantee") and **THE UNITED STATES OF AMERICA** ("Federal Grantee") (collectively referred to herein as "Grantee").

WITNESSETH:

WHEREAS, Grantor are the collective owners of certain agricultural real property in Kaneville Township, County of Kane, Illinois, comprising 71.48 acres, more or less, as more particularly described in Exhibit A attached hereto and incorporated herein, and involving property identified in whole or in part by parcel identification numbers: 10-16-400-004 (the "Property"); and

WHEREAS, Exhibit B consists of a Plat of Conservation Easement of the Property prepared by Shawn Van Kampen and dated December 9, 2008 which is attached hereto and incorporated herein; and

WHEREAS, Grantee is a “qualified organization” as such term is defined in Section 170 (h)(3) of the Internal Revenue Code, as amended, (the “Code”) and is qualified to hold conservation easements under the laws of the State of Illinois; and

WHEREAS, Grantor wishes to convey to Grantee, for agricultural conservation purposes, a perpetual restriction on the use which may be made of the Property; and

WHEREAS, the Property consists primarily of productive agricultural land and the primary purpose of this Easement Deed is to protect the agricultural soils, agricultural viability, and agricultural productivity of the Property in perpetuity; and

WHEREAS, the grant of this Easement Deed will also serve the “conservation purpose”, as such term is defined in Section 170(h)(4)(A) of the Code; and

WHEREAS, County of Kane (also sometimes referred to as “Kane County”) has established the Kane County Conservation Easement and Farmland Protection Program pursuant to Ordinance No. 01-67 adopted April 10, 2001 in order to maintain and preserve the natural beauty of Kane County and to acquire conservation easements imposing limitations on the subject lands for the purpose of protecting viable farm operations and farmland to maintain the rural character of the County of Kane, permanently preserving scenic vistas and environmentally significant areas, including wetlands, lakes, streams and wood lots, creating and preserving “buffer zones” around significant environmental areas and agricultural areas, protecting Kane County from encroachment of neighboring cities and villages, restricting land divisions, retaining or protecting natural, scenic or open space values of real property, assuring the availability of real property for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, and preserving the historical, architectural, archeological or cultural aspects of real property in Kane County; and

WHEREAS, the current use of the Property for agricultural production and its current improvements are consistent with the foregoing conservation purposes, and the agricultural, open space, scenic, natural habitat, and historic resources of the Property are collectively referred to herein as the “ Conservation Values” of the Property; and

WHEREAS, Grantor intends that the agricultural and other Conservation Values of the Property be preserved and maintained, and Grantor intends to convey to Grantee hereby the right to preserve and protect the agricultural and other Conservation Values of the Property in perpetuity and to conduct agricultural operations on the Property in a manner consistent with a Conservation Plan prepared in consultation with the United States’ United States Department of Agriculture’s (“USDA”) Natural Resources Conservation Service (“NRCS”) (herein after the “United States” “USDA” or “NRCS”).

WHEREAS, The Federal Farm and Ranch Lands Protection Program’s purpose is to purchase conservation easements on land with prime, unique, or other productive soil for the purpose of protecting topsoil from conversion to nonagricultural uses (16 U.S.C. 3838h and 3838i).” Under the authority of the Farm and Ranch Lands Protection Program, the United States has provided or will be providing **One Hundred Forty-Eight Thousand and no/100 Dollars (\$148,000.00)** (Forty-one percent (41%) of total cost of easement) for the acquisition of this conservation easement, entitling the United States to the rights identified herein; and Local Grantee has provided or will be providing **Two Hundred Nine Thousand Four Hundred and no/100 Dollars (\$209,400.00)** (Fifty-nine percent (59%) of total cost of easement), for a total consideration of **Three Hundred Fifty-Seven Thousand Four Hundred and no/100 Dollars (\$357,400.00)**.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Purpose; Grant and Acceptance of Easement

The primary purpose of this Easement Deed is to protect the agricultural soils, agricultural viability, and agricultural productivity of the Property in perpetuity. No activity which shall significantly impair the actual or potential use of the Property for agricultural production shall be permitted. To the extent that the preservation and protection of the Conservation Values of the Property referenced above is consistent with the primary purpose of protecting the agricultural soils, agricultural viability, and agricultural productivity of the Property in perpetuity, it is also the purpose of this Easement Deed to protect those Conservation Values of the Property, and to such extent, no activity which shall significantly impair those Conservation Values of the Property shall be permitted.

Grantor hereby voluntarily grants, conveys, and warrants to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement on the Property, which Easement is an immediately vested interest in real property of the nature and character described herein. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Rights and Responsibilities Retained by Grantor

Grantor reserves all customary rights and privileges of ownership, including the rights to sell, lease, and devise the Property, as well as any other rights consistent with the Statement of Purpose set forth in Paragraph 1 above and not specifically prohibited or limited by this Easement Deed. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Nothing in this Easement Deed relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law.

3. Right to Use Property for Customary Agricultural Purposes

Grantor retains the right to use the Property, subject to NRCS' Conservation Plan referenced in Paragraph 9 herein, for customary agricultural purposes, or to permit others to use the Property for customary agricultural purposes, such as, but not limited to, production, cultivation and growing of soil crops and the raising of livestock (including poultry, bees, fish and horses), and if one portable produce stand is erected, the products sold must be primarily produced on the Property.

Further, Concentrated Animal Feeding Operations ("CAFO") are so designated when there are more than the following and are expressly prohibited:

| <u>Animal Type</u> | <u>Number of Animals Equal to 500 Animal Units</u> |
|-------------------------------------|--|
| Beef Cattle and Heifers | 500 |
| Veal Cattle | 500 |
| Dairy Cattle (mature milked or dry) | 500 |

| | |
|-------------------------|--------|
| Swine (>55 lb) | 1,250 |
| Immature Swine (<55 lb) | 5,000 |
| Turkeys | 27,500 |
| Chickens | 50,000 |
| Horses | 250 |
| Sheep or lambs | 5,000 |
| Ducks | 2,500 |

All other uses, including nurseries, sod farms, greenhouses, and residences are expressly prohibited, except as otherwise permitted in accordance with Paragraph 6 below. Finally, no use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantee, is or is likely to become inconsistent with the purposes of this Easement as stated above.

4. Public Access

No public access is conveyed with this conservation easement.

5. Prohibition on Construction of Buildings and Other Improvements; Signage Limitations; Recreation and Education Activities Limitation

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. . No residential, commercial, industrial or mining activity shall be permitted, and no building, appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Property. Notwithstanding the foregoing, existing fences may be repaired and replaced and new fences may be built on the Property, for purposes of reasonable and customary management of livestock and wildlife.

Further, the placement of advertising signs or billboards on the Property is expressly prohibited. The following types of signs may be placed subject to the prior approval of the Grantee: signs advertising the sale of the Property, signs advertising the availability for public sale of agricultural products grown on the Property, signs informing the public of a permitted home occupation, and signs which direct attention to and identify different varieties of seeds and plants used in the production of food for animal and human use or identifies special conservation practices, provided such signs must conform to Grantee's established setback provisions and the placement, number, size and design of any such signs do not significantly diminish the scenic character of the Property.

Further, recreational and educational activities on the Property shall be restricted to *de minimus* recreational and educational activity that is consistent with the purposes of this Easement Deed, that does not adversely impact the soils and/or agricultural operations on the Property and that is not carried on in a commercial manner. No improvements shall be constructed to facilitate such activity, expressly including herein the prohibition on construction of cell towers, athletic fields, golf courses or ranges, commercial airstrips or helicopter pads, motocross biking or motorized vehicle tracks or any other such improvement or activity inconsistent with current or future agricultural production. Off-road vehicle use shall be limited to agricultural purposes or *de minimus* recreational use (such as retrieving a downed animal).

6. Maintenance and Improvements of Water Sources

Grantor retains and reserves the right to use, maintain, establish, construct, and improve surface swales and ditches, subsurface drain tiles and storm sewers, streams, lakes, ponds and similar drainage features and facilities within the Property for the uses permitted by this Easement Deed, provided that Grantor does not materially impair the natural course of the surface water drainage or runoff flowing over the Property, nor the established flow of water in drain tiles or storm sewers through the property.

Grantor may alter the natural flow of water over the Property, and the established flow of water in drain tiles or storm sewers through the Property, in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and is carried out in accordance with statutory and permitting requirements of all local, state and federal jurisdictions. The construction of ponds is prohibited, except for livestock watering and irrigation purposes. To the greatest extent practical, ponds will not be located on prime, unique, or important soils. Approval by the Grantee is required prior to any construction.

7. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the current agricultural use of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself without the approval of Grantee.

8. Subdivision; Installation of Utilities

The Property is currently comprised of one legal parcel. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels is prohibited.

Installation of new utilities is prohibited, except that the Grantor may install utilities necessary for permitted uses of the Property as long as such installation is not inconsistent with purposes of this Easement and is done in such a manner as to minimize to the greatest extent possible impact on soils. Existing utilities for use on the Property may be replaced or repaired at their current location.

9. Conservation Plan and Conservation Practices

All agricultural operations on the Property shall be conducted in a manner consistent with the purposes of this Easement and the Property shall be managed in a manner consistent with generally accepted "Best Management Practices," as those practices may be identified from time to time by the State of Illinois Department of Agriculture, the Kane-DuPage Soil and Water Conservation District, and NRCS (via NRCS' Conservation Plan) , and in a manner not wasteful of soil resources or detrimental to water quality or conservation. All agricultural operations shall be conducted in accordance with applicable law.

As required by Section 1238I of the Food Security Act of 1985, as amended, the Grantor, their heirs, successors, or assigns shall conduct all agricultural operations on the Property in a manner consistent with a Conservation Plan prepared in consultation with NRCS and approved by the Conservation District. This Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date hereof. However, the Grantor may develop and implement

a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, in order to monitor compliance with the Conservation Plan. NRCS shall have the right to enter upon the Property annually to monitor compliance with the Conservation Plan.

In the event of noncompliance with the Conservation Plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve (12) months, to take corrective action. If the Grantor does not comply with the Conservation Plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Conservation Plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised Conservation Plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farmland Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

10. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes may be undertaken only if in accordance with applicable law if any, or if no state or local regulations regarding this practice exists, then only with the prior permission of Grantee, and only if a qualified professional environmental consultant certifies in writing that the application of said materials will not substantially diminish the viability and productivity of the agricultural soils on the Property.

11. Removal of Existing Trees

The cutting or removal of trees, including clearing land for cultivation or use of livestock may be undertaken only if consistent with generally accepted "Best Management Practices," as those practices may be identified from time to time by the State of Illinois Department of Agriculture and other appropriate governmental or educational institutions, and in a manner not wasteful of soil resources or detrimental to water quality or conservation. Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, and for construction of permitted improvements and fences on the Property.

12. Mining and On-Site Extractive Activity

Exploration for, or development and extraction of, minerals, hydrocarbons, and/or other materials or substances on or from the Property by any method is prohibited, except as otherwise provided herein. Grantor may remove sand and gravel from the Property for use on the Property, provided said removal is: (a) limited and localized in impact, affecting no more than two acres of the Property in the aggregate; (b) not irretrievably destructive of significant conservation interests or the Conservation Values; (c) reasonably necessary for, and incidental to, carrying out the agricultural production uses permitted on the Property by this Easement; and (d) the area is returned to its natural topography, not to exceed 12 months from the start date of the activity.

13. Impervious Surface Limitation; Paving and Road Construction

Impervious surface shall be defined as any material which covers land and inhibits the percolation of water directly into the soil, including, but not limited to, buildings, roofing, the area covered by permanent or nonpermanent structures, macadam and pavement, concrete and stone driveways and parking areas. This definition does not consider gravel to be an impervious surface. The impervious surfaces on the Property shall not exceed two (2) percent of the entire acreage of the Property, including both existing and proposed structures which are either permanent or temporary.

Other than roads indicated on Exhibit B, if any, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee. Construction and maintenance of unpaved farm roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement Deed are permitted provided they are to the greatest extent practicable, not located on prime, unique or important soils.

14. Dumping and Trash

No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried or permitted to remain on the Property, except that the storage of agricultural products for use on the Property and by-products generated on the Property is permitted hereby, in accordance with all applicable laws and regulations.

15. Ongoing Responsibilities of Grantor and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

(a) Taxes – Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If Local Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Local Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage, cause Local Grantee to be named as an additional insured party on all such insurance policies, and provide evidence of such insurance to Local Grantee promptly upon request.

16. Extinguishment of Development Rights

Except as otherwise reserved to Grantor in this Easement Deed, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion

of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property. No portion of the Property shall be used in any manner to increase the density of development of any such lands not subject to this Easement Deed, whether through the common ownership of such parcels, transfer of development rights or by any other means. It is the intent of this paragraph to require that the entire Property remain as a single, indivisible tract managed for the purposes of this Easement Deed.

17. Baseline Documentation

The Grantor and Grantee agree that the natural characteristics, ecological features, physical and man-made conditions of the Property at the time of this grant are significant consideration for the making of this grant.

The Conservation Values of the Property and its current use and state of improvement are described in the Staff Report dated March 20, 2007 (the "Baseline Documentation Report") and identified as Exhibit C, a copy of which is attached hereto and incorporated herein, prepared by the Kane County Development Department and includes the Grantor's application to participate in Grantee's Farmland Protection Program, reports, maps, aerial photos of the Property, other documentation and related information. Grantor and Grantee have copies of the Baseline Documentation Report, and acknowledge that the Baseline Documentation Report is accurate as of the date of this Easement Deed. The Baseline Documentation Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement Deed.

18. Enforcement

Local Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting compliance with the terms of this Easement Deed. If Local Grantee determines that a violation of this Easement Deed has occurred, Local Grantee shall so notify Grantor and the Federal Grantee, giving Grantor thirty (30) days to cure the violation.

Notwithstanding the foregoing, where Local Grantee in Local Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Conservation Values of the Property, Local Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

In addition to injunctive relief, Local Grantee shall be entitled to seek the following remedies in the event of a violation:

(a) Money damages, including damages for the loss of the Conservation Values protected by this Easement Deed; and

(b) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Local Grantee for all its expenses incurred in preventing, stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Local Grantee to discover a violation or to take immediate legal action

shall not bar Local Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

19. Transfer of Easement

Upon prior written consent of the United States, Local Grantee shall have the right to transfer its interest in this Easement Deed to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement Deed. Upon prior written consent of the United States, if Local Grantee or Federal Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction shall transfer this Easement Deed to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement Deed.

20. Transfer of Property

Grantor agrees to incorporate by reference the terms of this Easement Deed in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement Deed or limit its enforceability in any way.

21. Amendment of Easement Deed

This Easement Deed may be amended only if in the sole and exclusive judgment of the Grantee such amendment furthers or is not inconsistent with the purposes of this Conservation Easement. Any such amendment must be mutually agreed upon by the Grantee and Grantor, signed and duly recorded by the parties and comply with all applicable laws and regulations.

22. Extinguishment

This Easement Deed may be terminated or extinguished by a court of competent jurisdiction upon agreement to terminate made by Grantor and Grantee and after a finding by the court that the conditions or circumstances on or surrounding the Property have changed to such a degree that it has become impossible to fulfill the conservation purpose of the easement. If this Easement Deed is extinguished by judicial proceeding, subject to Paragraph 24 hereof, Grantee shall be entitled to a portion of the gross proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 23 below. Local Grantee shall use its portion of said gross proceeds in a manner consistent with the Statement of Purpose of this Easement Deed.

23. Proceeds

Subject to Paragraph 24 hereof, the grant of this Easement Deed gives rise to a property right, immediately vested in Grantee, which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 22 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement Deed. The Proportionate Share shall be determined by dividing the value of this Easement Deed, **Three Hundred Fifty-Seven Thousand Four Hundred and no/100 (\$357,400.00)**, calculated as of the date hereof, by the unencumbered value of the Property, **Seven Hundred**

Nineteen Thousand and no/100 dollars (\$719,000.00 or \$10,058.76 per acre)), also calculated as of the date hereof, which is equal to **.4970%**. The Proportionate Share shall remain constant.

If this Easement Deed is terminated and the Property is subsequently sold, exchanged, or taken by exercise of the power of eminent domain then, as required by Treas. Reg. Sec. 1.270A-14(g)(6), Grantee shall be entitled to a portion of the gross proceeds from such sale, exchange or condemnation equal to the Proportionate Share.

All expenses related to the termination of this Easement Deed shall be paid out of any recovered proceeds prior to distribution of the proceeds as provided above.

24. Procedure in the Event of Taking by Eminent Domain/Condemnation

If this Easement Deed is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law and Grantor and Grantee, upon receipt of notice of any such exercise. **For all purposes, it is hereby acknowledged that the consent of the United States shall be required to acquire an interest in the Property by eminent domain/condemnation proceeding. Any party seeking to acquire an interest in the Property by eminent domain/condemnation shall give United States advance notification of its intent to so acquire the interest, the extent and nature of the interest being acquired and a request for approval of such acquisition and the terms, limitation and subordination of such interest to the rights of the United States under this Easement Deed, expressly including the contingent right specified under Paragraph 38 hereof. If the U.S. federal government consent to the acquisition by eminent domain/condemnation, then the proceeds from the action shall be due and owing first to the United States as provided below.**

Proceeds for Extinguishment or Condemnation. If the Easement is extinguished, terminated or condemned, in whole or in part, then Local Grantee and the Federal Grantee are entitled to their proportional share of **Fifty-nine percent (59%) and Forty-one percent (41%)**, respectively, of gross sale proceeds or condemnation award representing an amount equal to the ratio of the appraised value of this Easement Deed to the unrestricted fair market value of the Property as these values are determined on the date of this Deed. The proportional shares of the Local Grantee and the Federal Grantee are **Fifty-nine percent (59%) and Forty-one percent (41%)**, respectively, representing the proportion each party contributed to the purchase price of the Easement.

25. Interpretation

This Easement Deed shall be interpreted under the laws of the State of Illinois and the United States of America. Any general rule of construction to the contrary notwithstanding, this Easement Deed shall be liberally construed to effect the Statement of Purpose of this Easement Deed. If any provision in this Easement Deed is found to be ambiguous, an interpretation consistent with the Statement of Purpose of this Easement Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

26. Successors

Every provision of this Easement Deed that applies to Grantor or Grantee shall be binding on and inure to the benefit of the parties and their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

27. Severability

Invalidity of any of the covenants, terms or conditions of this Easement Deed, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

28. Notices

Any notices required by this Easement Deed shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, or to such other addresses as the parties may designate by notice:

To Grantors: Patricia Sigmund
43W741 Marion Circle North
Sugar Grove, Illinois 60554

Dennis E. Long, Trustee
30S015 Dauberman Road
Elburn, Illinois 60119

Susan W. Long, Trustee
30S015 Dauberman Road
Elburn, Illinois 60119

William A. Long, Trustee
2S545 Dauberman Road
Elburn, Illinois 60119

Pamela G. Long, Trustee
2S545 Dauberman Road
Elburn, Illinois 60119

Long Family Farm, LLC
7790 Quail Creek Trace
Pittsboro, Indiana 46167

With Copy to: Attorney Ronald Klein
Klein, Stoddard, Buck, Waller & Lewis, P.C.
2045 Aberdeen Court
Sycamore, Illinois 60178

To Local Grantee: County of Kane
Karen McConnaughay, Chairman
719 S. Batavia Avenue
Geneva, IL 60134

With Copies to: Attorney Gerald K Hodge
Kinnally, Flaherty, Krentz & Loran, P.C.
2114 Deerpath Road
Aurora, IL 60506
Facsimile: 630/907-0913

and Attorney M. Katherine Moran
Kane County States Attorney's Office
100 S. Third Street, 4th Floor
Geneva, IL 60134

To Federal Grantee: William Gradle
USDA National Resources Conservation Service
2118 W. Park Court
Champaign, IL 61821

29. Grantor's Title Warranty

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in Exhibit D which have agreed to subordinate to the interest of the Grantee hereunder, and hereby promises to defend Grantee against all claims that may be made against it. Grantor represents and warrants that it has the right to convey this Easement Deed. All holders of liens of other encumbrances arising from borrowing have agreed to subordinate their interests in the Property to this Easement Deed, as indicated in Exhibit E and in accordance with Paragraph 37 below.

30. Subsequent Liens on Property

No provisions of this Easement Deed shall be construed as impairing the ability of Grantor to use this Property as collateral for future indebtedness. Any mortgage or lien arising after the date of this Conservation Easement shall be subordinated to the terms of this Easement Deed.

31. Subsequent Encumbrances

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise diminish or impair the Statement of Purpose of this Easement Deed is prohibited.

32. Grantor's Environmental Warranty

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

Grantor warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property exceeding regulatory limits. Moreover, Grantor hereby promises to indemnify and hold harmless the Grantee against all costs, claims, demands, penalties and damages, including reasonable attorneys’ fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor’s indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

33. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement Deed shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effective by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement Deed not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee. Should Local Grantee be conveyed the fee estate of this Property by Grantor, then, as soon as possible, Local Grantee shall transfer its interest in the Easement as described in Paragraph 19.

34. Waiver

No waiver by Grantee of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by the party making the waiver.

35. Subordination of Mortgages

Grantor and Grantee agree that all mortgages and rights in the Property of all mortgagees and holders of other liens and encumbrances (collectively “lienholders”) are subject and subordinate at all times to the rights of the Grantee to enforce the purposes of this Easement Deed. Grantor represents and warrants that it has provided a copy of this instrument to all lienholders as of the date hereof, and the agreement of each lienholder to subordinate its mortgage to the Easement is indicated in Exhibit E attached hereto and incorporated herein.

36. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

37. Acceptance

The County of Kane, by a resolution of its County Board adopted at a duly convened meeting on March 31, 2007, hereby accepts the Grantor's interest in this Deed of Conservation Easement.

The Illinois State Conservationist, being an authorized representative of the Natural Resources Conservation Service, U.S. Department of Agriculture, hereby accepts the Conservation Easement Deed on behalf of the United States of America, Federal Grantee.

38. United States Rights

Under this Conservation Easement Deed, the same rights are granted to the United States that are granted to Local Grantee. However, the Secretary of the United States Department of Agriculture (the Secretary), on behalf of the United States, will only exercise these rights under the following circumstances: in the event that Local Grantee fails to enforce any of the terms of this Conservation Easement Deed, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Conservation Easement Deed through any and all authorities available under Federal or State law. In the event that Local Grantee attempts to terminate, transfer or otherwise divest itself of any rights, title, or interests in this Conservation Easement Deed without the prior consent of the Secretary and, if applicable, payment of consideration to the United States, then at the option of the Secretary, all rights, title, and interest in this Conservation Easement Deed shall become vested solely in the United States of America.

39. Conveyance Subject to real estate taxes for the 2009 and 2010 (which are not due and payable) and subsequent years.

40. Federal Acquiring Agency.

The acquiring agency of the Federal Grantee is the Natural Resources Conservation Service, U.S. Department of Agriculture

TO HAVE AND TO HOLD this Deed of Agricultural Conservation Easement unto Grantee, its successors and assigns, forever.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

GRANTOR:

LOCAL GRANTEE:

COUNTY OF KANE

Patricia Sigmund

By: *Karen McConaughay*
Karen McConaughay, Chairman

TRUST NO. 101 DATED 7/22/98

Witness:

By: _____
Dennis E. Long, Trustee

Jack Cuningham
Kane County Clerk

TRUST NO. 102 DATED 7/22/98

By: _____
Susan W. Long, Trustee

TRUST NO. 101 DATED 2/18/05

By: _____
William A. Long, Trustee

TRUST NO. 102 DATED 2/18/05

By: _____
Pamela G. Long, Trustee

LONG FAMILY FARM, LLC

By: RICHARD L. LONG TRUST DATED 5/11/07

By: _____
Richard L. Long, Trustee

By: MARGARET A. LONG TRUST DATED 5/11/07

By: _____
Margaret A. Long, Trustee

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **PATRICIA SIGMUND**, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 20_____.

Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **DENNIS E. LONG**, personally known to be the Trustee of a Trust Agreement dated the 22nd day of July, 1998 and known as Trust no. 101, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 20_____.

Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **SUSAN W. LONG**, personally known to be the Trustee of a Trust Agreement dated the 22nd day of July, 1998 and known as Trust no. 102, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 20_____.

Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **WILLIAM A. LONG**, personally known to be the Trustee of a Trust Agreement dated the 18th day of February, 2005 and known as Trust no. 101, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 20_____.

Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **PAMELA G. LONG**, personally known to be the Trustee of a Trust Agreement dated the 18th day of February, 2005 and known as Trust no. 102, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 20 _____.

Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **RICHARD L. LONG**, personally known to be the Trustee of the Richard L. Long Trust dated May 11, 2007, personally known to me to be a member of the LONG FAMILY FARM, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 20_____.

Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **MARGARET A. LONG**, personally known to be the Trustee of the Margaret A. Long Trust dated May 11, 2007, personally known to me to be a member of the LONG FAMILY FARM, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 20_____.

Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **KAREN MCCONNAUGHAY**, personally known to me to be Chairman of the Kane County Board, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 20_____.

Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **JOHN CUNNINGHAM**, personally known to me to be the Clerk of Kane County, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 20_____.

Notary Public

Commission Expires: _____

STATE OF)
) SS
COUNTY OF)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that **WILLIAM GRADLE**, personally known to me to be the State Conservationist of the NATURAL RESOURCES CONSERVATION SERVICE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this ____ day of _____, 20_____.

Notary Public

Commission Expires: _____

EXHIBIT A – LEGAL DESCRIPTION

**SIGMUND/LONG FARM
LEGAL DESCRIPTION OF FARMLAND CONSERVATION EASEMENT**

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 AND THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, LYING SOUTHERLY OF THE CENTERLINE OF HARTER ROAD, ALL IN TOWNSHIP 39 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANEVILLE TOWNSHIP, KANE COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PORTION LYING WITHIN HARTER ROAD.

PIN(s): 10-16-400-004

Acreage: 71.48 Acres

ACCESS TO THE PROPERTY MAY BE MADE FROM HARTER ROAD.

EXHIBIT B – PLAT OF AGRICULTURAL CONSERVATION EASEMENT

EXHIBIT C – STAFF REPORT

**Kane County Farmland Protection Program
Staff Report**

TO: Members of the Farmland Protection Commission

FROM: Janice Hill, Executive Planner
Kane County Development Department

RE: Farmland Protection Commission

Case Number: FPP-07-03

Property Name: Long Family Farm Trust # 101 and # 102

Property Owners: Sigmund/Long

Location of Property: Kaneville Township

Parcel Numbers: 10-16-400-004

Total Acres: 72.54 acres

Existing Land Use: Agriculture

Zoning: F - Farming

2030 Land Use Designation: Agriculture

Surrounding Land Use: Agriculture

Surrounding Zoning: F - Farming

Surrounding Land Use Designation: Agriculture

Staff Analysis:

The subject property is located in Kaneville Township. The property is not within the jurisdiction of any municipality or Facility Planning Area of any sanitary district. The property is within the county's Agricultural Corridor as the land use designated by the 2030 Land Resource Management Plan.

This property is a candidate for the Farmland Protection Program in that it is in the county's agricultural corridor and within the same township as other farms in agricultural easement.

Attachments:

1. Application
2. Parcel Site Map

Report dated: March 30, 2007

EXHIBIT D – TITLE

EXHIBIT E – SUBORDINATION OF LIENS

CONSENT AND SUBORDINATION
TO
DEED OF CONSERVATION EASEMENT

The undersigned mortgagee, being the holder of mortgage lien interests in and to the real estate which is the subject of the Deed of Conservation Easement to which this Consent and Subordination is attached, does hereby consent to the granting of the Conservation Easement by the owners of said real estate and does hereby further acknowledge and agree that its interests in and to the real estate shall be subordinate and inferior to the rights of the County of Kane and the Natural Resources Conservation Services under the Deed of Conservation Easement. By consenting to the Conservation Easement and the subordination of its mortgage interests to same, the undersigned does not waive any rights of enforcement under the mortgages, the indebtedness secured thereby or any other collateral interest secured for its benefit, rather this acknowledgment is limited to the binding imposition of the terms of the Conservation Easement upon the real estate and upon any successor in interest to such real estate by or through the undersigned mortgagee.

Dated: _____

By: _____
Its _____

NOT APPLICABLE