

PHONE: (312) 232-2400
EXT: 255 - 256



POST OFFICE BOX 71
GENEVA, ILLINOIS 60134

ELEANOR E. JUNGELS
RECORDER OF DEEDS – KANE COUNTY

FEB 6 1981

Feb. 2, 1981

MEMO TO: Illinois Department of Conservation
FROM: Kane County Recorder of Deeds
SUBJECT: Conservation Right Conveyance

Enclosed is a copy of an instrument establishing a conservation right, which is being recorded in this office as of this date, under Document Numbers 1567906, 1567907 & 1567908

This copy is being mailed to you in conformance with the Illinois Revised Statutes, Chapter 30, Paragraph 405.

Eleanor E. Jungels
Recorder of Deeds, Kane County

DATED:



QUIT CLAIM DEED

Statutory (ILLINOIS)

(Corporation to Corporation)

FILED FOR RECORD
KANE COUNTY, ILL.

1567906

1981 FEB -2 AM 11:30

(The Above Space For Recorder's Use Only)

THE GRANTOR CORPORATION FOR OPEN LANDS, a Not-for-Profit

NUMBER OF DEEDS

X corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration 601485.

in hand paid, and pursuant to authority given by the Board of Directors of said corporation CONVEYS and QUIT CLAIMS unto CAMPTON HISTORIC AGRICULTURAL LANDS, INCORPORATED, a Not-for-Profit

X corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address 41W483 Beith Road, Rte. 2, Elburn, Illinois 60119 all interest in the following described Real Estate situated in the County of Kane and State of Illinois, to wit:

(SEE LEGAL DESCRIPTION SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.)

TO HAVE AND TO HOLD in perpetuity said premises as a living Historical Museum and Farm for the benefit of the public. Grantee shall be liable for all expenses incurred for said Museum and Farm. Grantee, for itself, its successors and assigns, agrees that any voluntary conveyance of said property shall be only to a government entity or a public agency or an organization, corporation or association or other entity exempt from taxation under Sec. 501(c) (3), or the then equivalent section, of the Internal Revenue Code whose corporate purposes include preservation of historic or natural sites.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 29th day of January, 19 81.



CORPORATION FOR OPEN LANDS
(NAME OF CORPORATION)
BY George W. Overton PRESIDENT
ATTEST: George E. Bullwinkel SECRETARY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that George W. Overton personally known to me to be the President of the CORPORATION FOR OPEN LANDS, a Not-for-Profit



corporation, and George E. Bullwinkel personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of January 19 81

Commission expires November 20, 19 83 Gerald Collaghan NOTARY PUBLIC

This instrument was prepared by Peter A. Sarasek, Esq., Wilson & McIlvaine, 135 S. LaSalle St., Suite 2300, Chicago, IL 60603 (NAME AND ADDRESS)

MAIL TO: Peter A. Sarasek (Name)
135 S. LaSalle St., Suite 2300 (Address)
Chicago, IL 60603 (City, State and Zip)

ADDRESS OF PROPERTY: Garfield Heritage Farm
3N016 Garfield Road
St. Charles, IL 60174

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.
SEND SUBSEQUENT TAX BILLS TO:
Campton Historic Agricultural Lands, Inc. (Name)
41W483 Beith, Route 2, (Address)
Elburn, ILL. 60119

OR RECORDER'S OFFICE BOX NO. 1567906

AFFIX "RIDERS" OR REVENUE STAMPS HERE

EXEMPT UNDER PROVISIONS OF PARAGRAPH (b) SECTION 4, REAL ESTATE TAX ACT. 1/30/81

Peter A. Sarasek, Esq., Wilson & McIlvaine

DOCUMENT NUMBER

EXHIBIT "A"

The Southwest quarter of the Southwest quarter of Section 25 lying South of Campton Hills Drive and the Northerly 11.75 chains of the Northwest quarter of the Northwest quarter of Section 36 (excepting that part of said Sections conveyed to J. Richard DeBeir and Lory J. DeBeir by Deed dated November 14, 1973 and recorded January 10, 1974 as Document 1286787); also that part of the South half of the Southeast quarter of Section 26 lying East of the center line of Garfield Road, and that part of said South half lying West of the center line of Garfield Road and East of a line 400.0 feet of said said center line as measured at right angles thereto; also the North 11.75 chains of that part of the Northeast quarter of Section 35 lying East of the center line of Garfield Road and that part of said Northeast quarter lying West of said center line, North of the center line of Illinois Route 38, and East of a line 400.0 feet West of the center of line of Garfield Road (as measured at right angles thereto); (Excepting from the Northeast quarter of Section 35 aforesaid, that part conveyed to Campton Cemetary Association by Deed dated January 25, 1854 and recorded June 16, 1854 in Book 33, Page 438; also excepting that part of the Northeast quarter of Section 35 aforesaid, conveyed to Campton Cemetary Association by Warranty Deed dated August 2, 1913 and recorded June 23, 1915 as Document 147804 in Book 590, Page 17; and also excepting that part of the Northeast quarter of Section 35 aforesaid, conveyed to Campton Cemetary Association by Deed dated May 24, 1940 and recorded May 24, 1940 as Document 453635 in Book 1112, Page 610)

EXCEPT That part of the Southwest quarter of Section 25, Township 40 North, Range 7 East of the Third Principal Meridian and part of the Northwest quarter of Section 36, Township 40 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest quarter; thence Westerly along the South line of said Southwest quarter 1339.58 feet to an iron stake; thence South 0 degrees 30 minutes West 197.25 feet to an iron stake; thence South 89 degrees 09 minutes 35 seconds West 177.0 feet for a point of beginning; thence continuing South 89 degrees 09 minutes 35 seconds West 177.28 feet; thence North 1 degree 18 minutes 45 seconds West 1503.58 feet to the center line of Campton Hills Drive; thence South 88 degrees 57 mintues 25 seconds East along said center line 35.0 feet to a point; thence Southeasterly along a curve to the right having a radius of 667.14 feet that is tangent to the last described course at the last described point 160.80 feet to a line drawn North 0 degrees 41 mintues 30 seconds West of the point of beginning; thence South 0 degrees 41 minutes 30 seconds East along said line 1477.87 feet to the point of beginning, in Campton Township, Kane County, Illinois.

ALSO that part of the South half of the Southeast quarter of Section 26 lying West of a line 400.0 feet West of and parallel with the center line of Garfield Road (as measured at right angles thereto); ALSO that part of the East 78 rods of the Southwest quarter of said Section 26 lying South of the center line of the highway and lying East of the center line of LaFox Road, excepting that part dedicated for road purposes by Instrument dated July 2, 1929 and recorded August 8, 1929 as Document No. 326130. ALSO that part of the Northeast quarter of Section 35, lying West of a line 400.0 feet West of and parallel with the center line of Garfield Road (as measured at right angles thereto) and North of Illinois Route 38, all in Township 40 North, Range 7 East of the Third Principal Meridian, in the Township of Campton, Kane County, Illinois

Excluding, however, the following:

That part of the Southwest quarter of Section 26, the Southeast quarter of Section 26, and the Northeast quarter of Section 35, all in Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the Southeast corner of said Southwest quarter of Section 26; thence South 88 degrees 40 minutes 57 seconds West along the South line thereof 628.35 feet to a point 30.0 feet East of the center line of LaFox Road (as measured at right angles thereto); thence North 24 degrees 18 minutes 44 seconds East and parallel to said center line 300.0 feet; thence

North 88 degrees 40 minutes 57 seconds East 504.99 feet to the East line of said Southwest quarter of Section 26; thence South 0 degrees 02 minutes 22 seconds West along said East line 58.53 feet; thence North 88 degrees 40 minutes 57 seconds East 556.83 feet; thence South 01 degrees 19 minutes 03 seconds East 287.67 feet; thence North 88 degrees 40 minutes 57 seconds East 55.05 feet; thence South 01 degrees 19 minutes 03 seconds East 55.0 feet; thence South 88 degrees 40 minutes 57 seconds West 620.0 feet to the West line of aforesaid Northeast quarter of Section 35; thence North 0 degrees 02 minutes 22 seconds East along said West line 130.73 feet to the place of beginning, in the Township of Campton, Kane County, Illinois.

1567906

AFFIDAVIT - PLAT ACT

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

PETER A. SARASEK

FILED FOR RECORD
KANE COUNTY ILL.
1981 FEB - 2 11:30
Eleanor E. Jungels
Recorder of Deeds

oath, states that he resides at WINNETKA, ILLINOIS
the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes
for one of the following reasons:

1. The sale or exchange is of an entire tract of land not being a part of a larger tract of land.
2. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division is of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
5. The conveyance is of parcels of land or interests therein for use as right-of-way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance is of land for highway or other public purpose or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. The conveyance is made to correct descriptions in prior conveyances.
9. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
10. The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configurations of said larger tract on October 1, 1973, and no sale prior to this sale, of any lot or lots from said larger tract having taken place since October 1, 1973, and a survey of said single lot having been made by a registered land surveyor.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kane County, Illinois, to accept the attached deed for recording, and that all local requirements applicable to the subdivision of land are met by the attached deed and the tract described therein.

Peter A. Sarasek

SUBSCRIBED and SWORN to before me this 30th day of

January

A.D. 1981

[Signature]
Notary Public
KANE COUNTY

CONSERVATION EASEMENT

2
GARFIELD HERITAGE SOCIETY, an Illinois not-for-profit corporation, of the City of St. Charles, County of Kane, State of Illinois (hereby called the "Grantor"), does hereby grant and convey to Corporation For Open Lands, a not-for-profit corporation organized under the laws of the State of Illinois, its successors and assigns (herein called the "Grantee"), whose address is 53 West Jackson Boulevard, Chicago, Illinois, a Conservation Easement in perpetuity in, over and upon the parcel of land located in Kane County, Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (herein called the "Protected Property").

The terms of the Conservation Easement are as follows:

A. The purpose of the grant of this Conservation Easement is to ensure that the Protected Property and all buildings thereon are operated as "a living, historical museum and farm for the benefit of the public;" a term which is defined as follows:

Use of the Protected Property by a not-for-profit organization for the purpose of an historical museum and farm which use shall be limited to the following:
(1) demonstrate the practice of farming at historical periods in the past in Illinois and American History, including at all times a demonstration area of 1840's farming; (2) provide agricultural demonstrations of present, experimental and anticipated future farming technology, such demonstrations to be limited to a reasonable proportion of the entire farm; (3) display and demonstrate past, present and experimental farm implements; (4) display material relating to farm life and economics, both past and present, including display of the existing buildings in a manner illustrative of 1840's farming; (5) display the restored stagecoach

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1567907

1991 FEB -2 AM 11:30

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KANE COUNTY, ILL.

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OF RECORDS
KANE COUNTY, ILL.

tavern in a manner illustrative of its conditions and operation in the 1840's.

Facilities of the farm will be available by advance arrangement throughout the year to the public in the form of guided tours, approved research, lectures, demonstration programs, experimental programs, scouting and school oriented programs, specialized group opportunities for groups such as senior citizens and the very young, programs for agricultural researchers and scholars, historians, soil conservationists, horticulturalists, agronomists, nutritionists, economists, and others with similar and compatible purposes. The activities conducted may include all forms of cultivation and animal husbandry practiced in the past, the present or experiments with respect to the future. The produce and the animals raised by this process may be retained by the farm or may be provided without charge to others or may be sold for the purpose of raising funds for the not-for-profit farm and museum. In its discretion the historical living museum may lease portions of the museum's farmland for cultivation, grazing or animal husbandry subject to such conditions as the Garfield Heritage Society, or owners from time to time, shall see fit to impose. The physical facilities existing and to be developed on the property shall be compatible with the above purposes and programs and shall be those necessary and convenient to the operation of the above activities. Such facilities as restrooms, parking facilities, display facilities and additional farm buildings of appropriate design may be constructed.

B. The Grantor and the owners from time to time of the Protected Property will abide by the following terms hereby granting to the Grantee, its successors, and assigns, the right in its sole discretion to enforce these restrictions, in the event of default by the Grantor, against all

persons as provided by the Statutes of the State of Illinois:

1. Buildings, signs, outdoor advertising displays, utility poles, or other temporary or permanent structures may be constructed, placed or permitted to remain on the Protected Property, in addition to those existing at the date hereof provided they are compatible with the purposes of a living historical farm and museum as set forth in paragraph A.

2. No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or unsightly or offensive material will be placed, stored or dumped on the Protected Property, with the exception of farm waste, compost used in the farming process and the temporary storage of salvaged building materials.

3. No loam, peat, gravel, sand, rock or other mineral resource or natural deposit shall be excavated or removed from the Protected Property, nor shall any filling, excavating, dredging, mining or drilling be permitted thereon except for the drilling of water wells and except as may be required by sound conservation or farming practices. Also, clay may be extracted from deposits on the farm for the purpose of making bricks to be used for restoration of farm buildings on the Protected Property. Excavation is also permitted to bury utilities, septic tanks and cisterns.

4. No trees, grasses or other vegetation shall be cut or otherwise destroyed, except as may be desired to better illustrate historic periods or as may be required by sound conservation or farming practices, or for the protection of building or visitor safety.

5. No operation of vehicles inconsistent with the preservation of water or land areas will be permitted, including recreational operation of snowmobiles, dune buggies, motorcycles, or any other motorized recrea-

tional vehicles except for vehicles used for maintenance of and farming of the Protected Property in a manner consistent with the farming uses of the property as a living historical museum and farm as set forth in paragraph A.

6. No hunting or trapping will be permitted on the Protected Property except to the extent necessary to keep the animal population within the numbers consistent with the ecological balance of the area.

7. Manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies or activities will be permitted, only in a manner compatible with operation of a living historical museum and farm as set forth in paragraph A.

C. Grantor covenants and agrees to stabilize, restore and maintain in an appropriate historic state the buildings located, as of the date hereof, on the Protected Property, all such activities to be compatible with the operation of a living historical museum and farm as set forth in paragraph A, and all such activities to be commenced within a reasonable time.

D. Grantor covenants and agrees to open the Protected Property to and for the benefit and enjoyment of the public, for the purposes of the living historical museum and farm, without distinction or discrimination as to race, color or creed, and in addition, to the public for tours at such times as Grantor is reasonably able to open such Protected Property, but in any event not less than twelve (12) days per year, subject to such reasonable rules and regulations as Grantor may adopt. Appropriate times include holidays, such as Christmas, Thanksgiving, the Fourth of July, and the planting season, cultivation time and harvest time when the fields are actually being worked by teams of animals or machines.

E. Notwithstanding anything contained in paragraph B sections 1 through 7, Grantor and the owners from

time to time of the Protected Property reserve the right to pass and repass through the Protected Property and to raise farm animals on the Protected Property in numbers in keeping with good animal husbandry and to farm the Protected Property in a manner consistent with the operation of a living historical museum and farm as set forth in paragraph A.

F. The foregoing restrictions and rights are authorized by Chapter 30, Sections 401-406 of the current Illinois Revised Statutes, and are intended to retain the Protected Property predominantly in its scenic and open condition in order to promote scenic and historic enjoyment.

G. The Conservation Easement hereby conveyed may be transferred by the Grantee to an agency of the State, to a unit of local government, or to a not-for-profit corporation or organization or association or trust whose primary purposes include the conservation of land, natural areas, open space or water areas, or the preservation of native plants or animals, or biotic communities, or geographic formations of scientific, aesthetic, or educational interest, or farming or the preservation of buildings, structures or sites of historical, architectural, archaeological or cultural significance and it shall agree to hold such rights and restrictions exclusively for conservation purposes in accordance with the provisions of this agreement.

H. The Grantor and the owners from time to time of the Protected Property agree to pay any real estate taxes or assessments levied by competent authorities on the Protected Property, such obligation to commence with taxes for the year 1980.

I. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant will be deemed to run with the land and will be binding upon the owners from time to time of all or any portion of the Protected Property.

J. No act or omission of Grantor shall be deemed a breach or default under any term or provision hereof and no litigation shall be filed to cure such act or omission, by anyone otherwise authorized to file such litigation, either under this Easement or by statute, until the Grantor, or owner from time to time, shall first have been notified of the alleged breach or default in writing, by certified mail return receipt requested and shall first have had sixty (60) days following receipt of such notice to cure the alleged breach or default. Notwithstanding the foregoing the following inclusive list of events shall be deemed, immediately upon their occurrence, a default under this Conservation Easement: (1) The issuance to Grantor of a demolition permit authorizing the demolition of any of the buildings, shown on Exhibit "B;" (2) the issuance to Grantor of a permit authorizing the commencement of commercial mining or strip mining or any portion of the protected property; and (3) any other act which is in conflict with the provisions of this Conservation Easement and which by its nature would constitute material irreparable injury or harm to the Protected Property.

K. This Conservation Easement shall not be deemed to preclude the sale and transfer of the Protected Property by the Grantor, provided, of course, that any successor, owner or assignee shall take subject to the terms of this Conservation Easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed and its corporate seal affixed hereto by its President and Secretary having full and lawful power to so act this 29 day of January, 1981.

GARFIELD HERITAGE SOCIETY

By Evelyn S. Johnson
Its President

(SEAL)

ATTEST:

Tobin M. Richter
Its Secretary

This instrument was prepared by Tobin M. Richter, One IBM Plaza, Chicago, Illinois 60611

STATE OF ILLINOIS)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 30th day of January, 1981 by Linda Damiani, and Evelyn S. Johnson, President and Secretary respectively of Garfield Heritage Society.

Mary Elizabeth Grimes
Notary Public



ACCEPTANCE

The foregoing Conservation Easement is hereby accepted by the Grantee, Corporation For Open Lands, this 30th day of January, 1981 by its President and Secretary.

CORPORATION FOR OPEN LANDS

By [Signature]
Its President

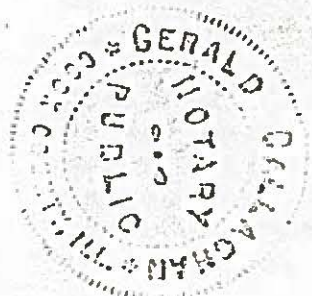


[Signature]
Its Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30th day of January, 1981 by George W. Overton, President, of Corporation For Open Lands, a not-for-profit corporation organized under the laws of Illinois on behalf of the corporation.

Gerald Callaghan
Notary Public



My Commission Expires Nov. 20, 1983

That part of the Southwest Quarter of Section 26, the Southeast Quarter of Section 26, and the Northeast Quarter of Section 35, all in Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the Southeast corner of said Southwest Quarter of Section 26; thence South 88 degrees 40 minutes 57 seconds West along the South line thereof 628.35 feet to a point 30.0 feet East of the center line of LaFox Road (as measured at right angles thereto); thence North 24 degrees 18 minutes 44 seconds East and parallel to said center line 300.0 feet; thence North 88 degrees 40 minutes 57 seconds East 504.99 feet to the East line of said Southwest Quarter of Section 26; thence South 0 degrees 02 minutes 22 seconds West along said South line 58.53 feet; thence North 88 degrees 40 minutes 57 seconds East 556.83 feet; thence South 01 degree 19 minutes 03 seconds East 287.67 feet; thence North 88 degrees 40 minutes 57 seconds East 55.05 feet; thence South 01 degrees 19 minutes 03 seconds East 55.0 feet; thence South 88 degrees 40 minutes 57 seconds West 620.0 feet to the West line of aforesaid Northeast Quarter of Section 35; thence North 0 degrees 02 minutes 22 seconds East along said West line 130.73 feet to the place of beginning, and containing 8.0005+ Acres, in the Township of Campton, Kane County, Illinois.

EXHIBIT "A"

GARFIELD FARM & TAVERN
BUILDINGS

To be restored:

1. South Barn and Silo, 1900--adaptive use as Visitor and mini-conference center, with 1840s agricultural museum on loft level. Sheds will be added on three sides to accomodate offices, artifact rooms, kitchen, washrooms, library, agricultural displays
2. 1849 Horse Barn, restoration completed 1980
3. 1842 Hay/Cattle Bank Barn
4. Carriage House, 1890
5. Granary or Old Corn Barn, 1850s
6. Necessary (Outhouse)
7. Tavern, 1846

Please note: The covered walkway to the outhouse and the bathroom were added in the 1890s-- neither of these additions are on the National Register. These will not be restored. Measured and photographic documentation is on record.

EXHIBIT B

1567907

CONSERVATION EASEMENT

3.
CAMPTON HISTORIC AGRICULTURAL LANDS, INCORPORATED,
an Illinois not-for-profit corporation, of the City of St.
Charles, County of Kane, State of Illinois (hereby called the
"Grantor"), does hereby grant and convey to Corporation For
Open Lands, a not-for-profit corporation organized under the
laws of the State of Illinois, its successors and assigns
(herein called the "Grantee"), whose address is 53 West Jackson
Boulevard, Chicago, Illinois, a Conservation Easement in
perpetuity in, over and upon the parcel of land located in
Kane County, Illinois, more particularly described on Exhibit A
attached hereto and made a part hereof (herein called the
"Protected Property").

The terms of the Conservation Easement are as
follows:

A. The purpose of the grant of this Conservation
Easement is to ensure that the Protected Property and all
buildings thereon are operated as "a living, historical
museum and farm for the benefit of the public;" a term which
is defined as follows:

Use of the Protected Property by a not-for-profit
organization for the purpose of an historical museum
and farm which use shall be limited to the following:
(1) demonstrate the practice of farming at historic
periods in the past in Illinois and American History,
including at all times a demonstration area of 1840's
farming;. (2) provide agricultural demonstrations of
present, experimental and anticipated future farming
technology, such demonstrations to be limited to a
reasonable proportion of the entire farm; (3) display
and demonstrate past, present and experimental farm
implements; (4) display material relating to farm life
and economics, both past and present, including display
of the existing buildings in a manner illustrative of
1840's farming; (5) display the restored stagecoach

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KANE COUNTY, ILL.

Steven E. Jurgens

tavern in a manner illustrative of its conditions and operation in the 1840's.

Facilities of the farm will be available by advance arrangement throughout the year to the public in the form of guided tours, approved research, lectures, demonstration programs, experimental programs, scouting and school oriented programs, specialized group opportunities for groups such as senior citizens and the very young, programs for agricultural researchers and scholars, historians, soil conservationists, horticulturalists, agronomists, nutritionists, economists, and others with similar and compatible purposes. The activities conducted may include all forms of cultivation and animal husbandry practiced in the past, the present or experiments with respect to the future. The produce and the animals raised by this process may be retained by the farm or may be provided without charge to others or may be sold for the purpose of raising funds for the not-for-profit farm and museum. In its discretion the historical living museum may lease portions of the museum's farmland for cultivation, grazing or animal husbandry subject to such conditions as the Campton Historic Agricultural Lands, Incorporated, or owners from time to time, shall see fit to impose. The physical facilities existing and to be developed on the property shall be compatible with the above purposes and programs and shall be those necessary and convenient to the operation of the above activities. Such facilities as restrooms, parking facilities, display facilities and additional farm buildings of appropriate design may be constructed.

B. The Grantor and the owners from time to time of the Protected Property will abide by the following terms hereby granting to the Grantee, its successors, and assigns, the right in its sole discretion to enforce these restrictions, in the event of default by the Grantor, against all

persons as provided by the Statutes of the State of Illinois:

1. Buildings, signs, outdoor advertising displays, utility poles, or other temporary or permanent structures may be constructed, placed or permitted to remain on the Protected Property, in addition to those existing at the date hereof provided they are compatible with the purposes of a living historical farm and museum as set forth in paragraph A.

2. No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or unsightly or offensive material will be placed, stored or dumped on the Protected Property, with the exception of farm waste, compost used in the farming process and the temporary storage of salvaged building materials.

3. No loam, peat, gravel, sand, rock or other mineral resource or natural deposit shall be excavated or removed from the Protected Property, nor shall any filling, excavating, dredging, mining or drilling be permitted thereon except for the drilling of water wells and except as may be required by sound conservation or farming practices. Also, clay may be extracted from deposits on the farm for the purpose of making bricks to be used for restoration of farm buildings on the Protected Property. Excavation is also permitted to bury utilities, septic tanks and cisterns.

4. No trees, grasses or other vegetation shall be cut or otherwise destroyed, except as may be desired to better illustrate historic periods or as may be required by sound conservation or farming practices, or for the protection of building or visitor safety.

5. No operation of vehicles inconsistent with the preservation of water or land areas will be permitted, including recreational operation of snowmobiles, dune buggies, motorcycles, or any other motorized recrea-

tional vehicles except for vehicles used for maintenance of and farming of the Protected Property in a manner consistent with the farming uses of the property as a living historical museum and farm as set forth in paragraph A.

6. No hunting or trapping will be permitted on the Protected Property except to the extent necessary to keep the animal population within the numbers consistent with the ecological balance of the area.

7. Manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies or activities will be permitted, only in a manner compatible with operation of a living historical museum and farm as set forth in paragraph A.

C. Grantor covenants and agrees to stabilize, restore and maintain in an appropriate historic state the buildings located, as of the date hereof, on the Protected Property, all such activities to be compatible with the operation of a living historical museum and farm as set forth in paragraph A, and all such activities to be commenced within a reasonable time.

D. Grantor covenants and agrees to open the Protected Property to and for the benefit and enjoyment of the public, for the purposes of the living historical museum and farm, without distinction or discrimination as to race, color or creed, and in addition, to the public for tours at such times as Grantor is reasonably able to open such Protected Property, but in any event not less than twelve (12) days per year, subject to such reasonable rules and regulations as Grantor may adopt. Appropriate times include holidays, such as Christmas, Thanksgiving, the Fourth of July, and the planting season, cultivation time and harvest time when the fields are actually being worked by teams of animals or machines.

E. Notwithstanding anything contained in paragraph B sections 1 through 7, Grantor and the owners from

time to time of the Protected Property reserve the right to pass and repass through the Protected Property and to raise farm animals on the Protected Property in numbers in keeping with good animal husbandry and to farm the Protected Property in a manner consistent with the operation of a living historical museum and farm as set forth in paragraph A.

F. The foregoing restrictions and rights are authorized by Chapter 30, Sections 401-406 of the current Illinois Revised Statutes, and are intended to retain the Protected Property predominantly in its scenic and open condition in order to promote scenic and historic enjoyment.

G. The Conservation Easement hereby conveyed may be transferred by the Grantee to an agency of the State, to a unit of local government, or to a not-for-profit corporation or organization or association or trust whose primary purposes include the conservation of land, natural areas, open space or water areas, or the preservation of native plants or animals, or biotic communities, or geographic formations of scientific, aesthetic, or educational interest, or farming or the preservation of buildings, structures or sites of historical, architectural, archaeological or cultural significance and it shall agree to hold such rights and restrictions exclusively for conservation purposes in accordance with the provisions of this agreement.

H. The Grantor and the owners from time to time of the Protected Property agree to pay any real estate taxes or assessments levied by competent authorities on the Protected Property, such obligation to commence with taxes for the year 1980.

I. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant will be deemed to run with the land and will be binding upon the owners from time to time of all or any portion of the Protected Property.

J. No act or omission of Grantor shall be deemed a breach or default under any term or provision hereof and no litigation shall be filed to cure such act or omission, by anyone otherwise authorized to file such litigation, either under this Easement or by statute, until the Grantor, or owner from time to time, shall first have been notified of the alleged breach or default in writing, by certified mail return receipt requested and shall first have had sixty (60) days following receipt of such notice to cure the alleged breach or default. Notwithstanding the foregoing the following inclusive list of events shall be deemed, immediately upon their occurrence, a default under this Conservation Easement: (1) The issuance to Grantor of a demolition permit authorizing the demolition of any of the buildings, shown on Exhibit "B;" (2) the issuance to Grantor of a permit authorizing the commencement of commercial mining or strip mining or any portion of the protected property; and (3) any other act which is in conflict with the provisions of this Conservation Easement and which by its nature would constitute material irreparable injury or harm to the Protected Property.

K. This Conservation Easement shall not be deemed to preclude the sale and transfer of the Protected Property by the Grantor, provided, of course, that any successor, owner or assignee shall take subject to the terms of this Conservation Easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed and its corporate seal affixed hereto by its President and Secretary having full and lawful power to so act this 29 day of January, 1981.

CAMPTON HISTORIC AGRICULTURAL
LANDS, INCORPORATED

By E. Johnson
Its President

This instrument was prepared
by Tobin M. Richter, One IBM
Plaza, Chicago, Illinois
60611



Its Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 30th day of January, 1981 by E.S. Johnson, and Martin E. Johnson, President and Secretary respectively of Campton Historic Agricultural Lands, Incorporated.

Mary Elizabeth Grines
Notary Public



ACCEPTANCE

The foregoing Conservation Easement is hereby accepted by the Grantee, Corporation For Open Lands, this 30th day of January, 1981 by its President and Secretary.

CORPORATION FOR OPEN LANDS

By [Signature]
Its President



[Signature]
Its Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 30th day of January, 1981 by George W. Overton, President, of Corporation For Open Lands, a not-for-profit corporation organized under the laws of Illinois on behalf of the corporation.

Gerald Callaghan
Notary Public



My Commission Expires Nov. 20, 1983

The Southwest quarter of the Southwest quarter of Section 25 lying South of Campton Hills Drive and the Northerly 11.75 chains of the Northwest quarter of the Northwest quarter of Section 36 (excepting that part of said Sections conveyed to J. Richard DeBeir and Lory J. DeBeir by Deed dated November 14, 1973 and recorded January 10, 1974 as Document 1286787); also that part of the South half of the Southeast quarter of Section 26 lying East of the center line of Garfield Road, and that part of said South half lying West of the center line of Garfield Road and East of a line 400.0 feet of said said center line as measured at right angles thereto; also the North 11.75 chains of that part of the Northeast quarter of Section 35 lying East of the center line of Garfield Road and that part of said Northeast quarter lying West of said center line, North of the center line of Illinois Route 38, and East of a line 400.0 feet West of the center of line of Garfield Road (as measured at right angles thereto); (Excepting from the Northeast quarter of Section 35 aforesaid, that part conveyed to Campton Cemetary Association by Deed dated January 25, 1854 and recorded June 16, 1854 in Book 33, Page 438; also excepting that part of the Northeast quarter of Section 35 aforesaid, conveyed to Campton Cemetary Association by Warranty Deed dated August 2, 1913 and recorded June 23, 1915 as Document 147804 in Book 590, Page 17; and also excepting that part of the Northeast quarter of Section 35 aforesaid, conveyed to Campton Cemetary Association by Deed dated May 24, 1940 and recorded May 24, 1940 as Document 453635 in Book 1112, Page 610) EXCEPT That part of the Southwest quarter of Section 25, Township 40 North, Range 7 East of the Third Principal Meridian and part of the Northwest quarter of Section 36, Township 40 North, Range 7 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest quarter; thence Westerly along the South line of said Southwest quarter 1339.58 feet to an iron stake; thence South 0 degrees 30 mintues West 197.25 feet to an iron stake; thence South 89 degrees 09 minutes 35 seconds West 177.0 feet for a point of beginning; thence continuing South 89 degrees 09 minutes 35 seconds West 177.28 feet; thence North 1 degree 18 minutes 45 seconds West 1503.58 feet to the center line of Campton Hills Drive; thence South 88 degrees 57 minutes 25 seconds East along said center line 35.0 feet to a point; thence Southeasterly along a curve to the right having a radius of 667.14 feet that is tangent to the last described course at the last described point 160.80 feet to a line drawn North 0 degrees 41 minutes 30 seconds West of the point of beginning; thence South 0 degrees 41 minutes 30 seconds East along said line 1477.87 feet to the point of beginning, in Campton Township, Kane County, Illinois.

ALSO that part of the South half of the Southeast quarter of Section 26 lying West of a line 400.0 feet West of and parallel with the center line of Garfield Road (as measured at right angles thereto); ALSO that part of the East 78 rods of the Southwest quarter of said Section 26 lying South of the center line of the highway and lying East of the center line of LaFox Road, excepting that part dedicated for road purposes by Instrument dated July 2, 1929 and recorded August 8, 1929 as Document No. 326130. ALSO that part of the Northeast quarter of Section 35, lying West of a line 400.0 feet West of and

parallel with the center line of Garfield Road (as measured at right angles thereto) and North of Illinois Route 38, all in Township 40 North, Range 7 East of the Third Principal Meridian, in the Township of Campton, Kane County, Illinois

Excluding, however, the following:

That part of the Southwest quarter of Section 26, the Southeast quarter of Section 26, and the Northeast quarter of Section 35, all in Township 40 North, Range 7 East of the Third Principal Meridian described as follows: Beginning at the Southeast corner of said Southwest quarter of Section 26; thence South 88 degrees 40 minutes 57 seconds West along the South line thereof 628.35 feet to a point 30.0 feet East of the center line of LaFox Road (as measured at right angles thereto); thence North 24 degrees 18 minutes 44 seconds East and parallel to said center line 300.0 feet; thence North 88 degrees 40 minutes 57 seconds East 504.99 feet to the East line of said Southwest quarter of Section 26; thence South 0 degrees 02 minutes 22 seconds West along said East line 58.53 feet; thence North 88 degrees 40 minutes 57 seconds East 556.83 feet; thence South 01 degrees 19 minutes 03 seconds East 287.67 feet; thence North 88 degrees 40 minutes 57 seconds East 55.05 feet; thence South 01 degrees 19 minutes 03 seconds East 55.0 feet; thence South 88 degrees 40 minutes 57 seconds West 620.0 feet to the West line of aforesaid Northeast quarter of Section 35; thence North 0 degrees 02 minutes 22 seconds East along said West line 130.73 feet to the place of beginning, in the Township of Campton, Kane County, Illinois.

GARFIELD FARM & TAVERN
BUILDINGS

To be restored:

1. South Barn and Silo, 1900--adaptive use as Visitor and mini-conference center, with 1840s agricultural museum on loft level. Sheds will be added on three sides to accomodate offices, artifact rooms, kitchen, washrooms, library, agricultural displays
2. 1849 Horse Barn, restoration completed 1980
3. 1842 Hay/Cattle Bank Barn
4. Carriage House, 1890
5. Granary or Old Corn Barn, 1850s
6. Necessary (Outhouse).
7. Tavern, 1846

Please note: The covered walkway to the outhouse and the bathroom were added in the 1890s-- neither of these additions are on the National Register. These will not be restored. Measured and photographic documentation is on record.

EXHIBIT B