

For Recorder's Use Only

**GRANT OF CONSERVATION EASEMENT (CALVARY REFORMED CHURCH) -
159TH STREET AND 104TH AVENUE)**

THIS INDENTURE, made this 28TH day of SEPTEMBER 2010, by and between **CALVARY REFORMED CHURCH**, an Illinois Not For Profit Corporation (hereinafter referred to as "Grantor"), and the **VILLAGE OF ORLAND PARK**, a Home Rule Municipal Corporation of the State of Illinois (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the Owner in fee simple of certain real property (hereinafter called the "Property") legally described as follows:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE SOUTH 01 DEGREES 36 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF 159TH STREET FOR POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 36 MINUTES 03 SECONDS EAST ALONG SAID EAST LINE, 1470.17 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 57 SECONDS WEST AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 1319.59 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID NORTHEAST 1/4; THENCE NORTH 01 DEGREES 30 MINUTES 50 SECONDS WEST, ALONG SAID WEST LINE, 849.93 FEET; THENCE NORTH 65 DEGREES 15 MINUTES 38 SECONDS EAST, 59.21 FEET; THENCE NORTH 83 DEGREES 20 MINUTES 53 SECONDS EAST, 294.25 FEET; THENCE NORTH 65 DEGREES 24 MINUTES 09 SECONDS EAST, 143.80 FEET; THENCE NORTH 62 DEGREES 53 MINUTES 22 SECONDS EAST, 440.80 FEET; THENCE NORTH 48 DEGREES 38 MINUTES 46 SECONDS EAST, 258.62 FEET; THENCE NORTH 45 DEGREES 49 MINUTES 37 SECONDS EAST, 236.59 FEET TO THE

SOUTH LINE OF 159TH STREET; THENCE NORTH 88 DEGREES 43 MINUTES 54 SECONDS EAST ALONG SAID SOUTH LINE, 67.49 FEET TO POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PIN: 27-20-201-001-000

(The Permanent Index Number Affects the Parcel In Question and Other Property)

Common Address: generally located west of 104th Avenue between 159th Street and 167th Street

WHEREAS, the Grantor desires and intends that the ecological and aesthetic values of certain portions of the Property designated on Exhibit attached hereto and made a part hereof (hereinafter labeled as the "Protected Property I" and "Protected Property II") including, without limitation, be preserved and maintained;

WHEREAS, the Grantee is a Municipal Corporation which has approved the subdivision wherein the Protected Property is located and is the unit of local government most interested in the preservation of the ecological and aesthetic values of the Protected Property I and II;

WHEREAS, the Grantor and Grantee, by the conveyances to the Grantee of a conservation easement as contemplated under the terms of an Act relating to Conservation Rights In Real Property, approved and effective September 12, 1977, Public Act 80-584 (Illinois Compiled Statutes, Chapter 765, Act 120, Section 1, et seq.) as amended from time to time (herein called the "Act"), on, over and across the Protected Property I and II desire to prevent the use or subdivision, construction or development of the Protected Property I and II for any purpose or in any manner inconsistent with the terms of this Conservation Easement; and

WHEREAS, the Grantee is willing to accept this Conservation Easement subject to the restrictions and to the covenants, terms, and conditions set out herein and imposed hereby.

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations (which are hereby incorporated into and made a part of this Grant of Conservation Easement) and of the mutual covenants, terms, condition and restrictions hereinafter contained, and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, do hereby give, grant and bargain, sell and convey unto the Grantee, forever, a Conservation Easement in perpetuity on, over and across certain portions of the Protected Property I and II (as above described and which boundaries are designated on the Plat of Subdivision of said Property) consisting solely of the following:

1. The right of the Grantee to view the Protected Property in its scenic condition at ground level from adjacent roadways and property.
2. The right of the Grantee to enforce by proceedings at law or in equity the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this Grant by reason of any prior failure to act.

3. The right of the Grantee to enter the Protected Property I and II at all reasonable times for the purpose of inspecting the Protected Property I and II to determine if the Owner of said Protected Property (as defined by Illinois Compiled Statutes, Chapter 765, Act 120, Section 3 hereinafter referred to as "Owner") is complying with the covenants and conditions of this Grant.

4. In furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the Protected Property I and II in perpetuity, namely, that, on the Protected Property I and II, the Grantor, without the prior consent of the Grantee, shall not;

A. Construct or further develop or subdivide or place buildings (temporary or permanent), fencing (although Grantor may maintain and repair any existing fencing), camping accommodations, mobile homes, trailers, advertising signs, billboards or other advertising material, except nature signs designating the types of trees and vegetation growing within said Protected Property I and II, although Grantor may traverse the Protected Property by installing no more than two (2) motor vehicle crossings and no more than three (3) pedestrian crossings with locations, widths and construction materials to be mutually agreed upon by Grantor and Grantee and may install recreational paths and amenities as approved by the Village;

B. Excavate, dredge, mine or drill on the Protected Property I and II (except as necessary to construct water mains, and sanitary sewer mains, on designated and recorded easements above and below grade, storm sewers and/or storm water detention, and other utility easements as necessary to serve the Property of which the Protected Property is a part);

C. Dump, place or store ashes, trash, garbage, vehicle bodies, vehicle parts, appliances, appliance parts or other unsightly or offensive materials in the Protected Property I and II;

D. Destroy trees, shrubs and vegetation in the Protected Property I and II, except that requiring removal or destruction of such trees, shrubs and vegetation necessary for the installation of utilities, sanitary sewer, storm sewer and water mains, provided, however, that (1) the Grantor may permit the continued farming of the area presently being farmed and (2) the Grantee or governmental agencies approved by it may remove non-native vegetation by prescribed burning;

E. Permit the operation of snowmobiles, dune buggies, all-terrain vehicles or similar devices over the Protected Property I;

F. Further Grantee agrees to use the Floodplain Area (Protected Property II) in a manner consistent with all Federal, State and Village laws, ordinances and regulation, so long as such property is so designated by current federal designation as a Floodplain. If undesignated as a Floodplain Area, the Grantor may use the undesignated Floodplain Area, or any portion thereof, for all purposes permitted by the Land Development Code of the Village of Orland Park.

TO HAVE AND TO HOLD the said Conservation Easement unto the Grantee forever.

5. Except as expressly limited herein, the Grantor reserves all rights as Owner of the Protected Property I and II, including, but not limited to the right to convey the fee simple interest in and to the Protected Property I and II to third parties, and to use said Protected Property I and II for all other purposes not inconsistent with this Grant. Grantor shall not be required to provide public access to the Protected Property I and II but access shall be granted to Grantee for purposes of enforcement of the provisions of this Conservation Easement.

6. By its acceptance hereof; the Grantee agrees as follows:

A. To preserve said Protected Property I and II in its natural state, except as necessary to construct, repair, operate and maintain water mains and sanitary sewer mains on designated easements noted on the Plat of Subdivision above and below grade, storm sewers and/or storm water detention, and other utility easements as necessary to serve the subdivision of which this is a part;

B. To assign or transfer this Conservation Easement only to an agency of the State of Illinois, to a unit of local government or to a not-for-profit corporation 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;

C. That in the event the Grantee or its successors or assigns acquires the fee simple interest in and to the Protected Property I and II, it shall not cause or permit the merger of such fee simple interest and the Conservation Easement;

D. That each subsequent conveyance shall expressly provide that said conveyance is subject to and the Grantee shall be bound by the terms and provisions hereof including, without limitation, the agreements of the Grantee as set forth herein;

E. That if a subsequent unexpected change in the conditions surrounding the Protected Property I and II makes impossible or impractical the continued use of the Protected Property for conservation purposes, and if this Conservation Easement is extinguished by judicial proceeding, then all of the Grantee's rights shall thereupon revert to the owner of the fee; and

F. Definitions.

“Protected Property I” means all jurisdictional and non-jurisdictional wetlands areas as set forth on Exhibit A, attached hereto.

“Protected Property II” (“Floodplain Area”) means all areas as designated as flood plain and delineated on the FEMA FIRM maps, last dated August 19, 2008, map numbers 17031C0701J and 17031C0682J, but as may be amended from time to time by FEMA. The approximate Floodplain Area is depicted on Exhibit A attached hereto. To the extent any conflict exists between the FEMA maps published, from time to time and Exhibit A, attached hereto, the FEMA maps shall be controlling in all aspects.

G. The covenants, terms, conditions and restrictions set forth in this Grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives,

successors and assigns, and shall constitute servitudes running with the Protected Property I and II in perpetuity.

IN WITNESS WHEREOF the Grantor and Grantee have executed this Grant of Conservation Easement the day and year first above written.

GRANTOR:

CALVARY REFORMED CHURCH, an Illinois not-for-profit corporation

HH Rev. Howard C. Schickel
By: President

EW Attest: For Words Only
By: Secretary

GRANTEE:

VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation

By: _____
Village President

Attest: Daniel P. Maher, by J. L. C.
By: _____
Village Clerk

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, personally known to me to be the Village Clerk of said municipal 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 Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 6th day of October, 2010.

Nancy R. Melnauskas
Notary Public

Commission expires Aug 30, 2014



STATE OF ILLINOIS)
) SS.
COUNTY COOK)

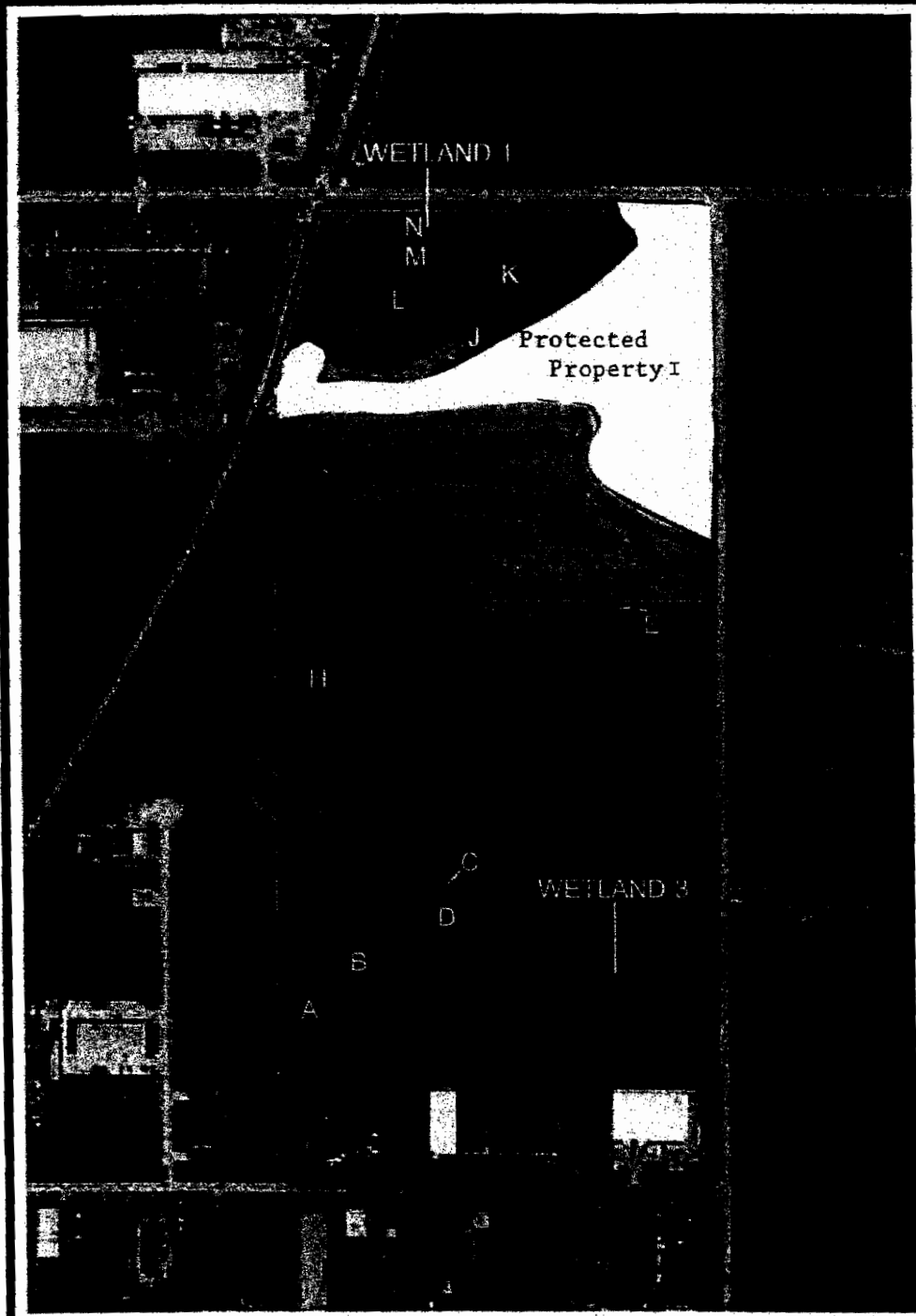
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Rev. Howard Hoekstra and Earl Vander Wall, personally known to me to be the PRESIDENT and SECRETARY of CALVARY REFORMED CHURCH, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28TH day of SEPTEMBER, 2010.



[Signature]
Notary Public

Commission expires JANUARY 27, 2014



LEGEND:

- Project Area ———
- Approximate Wetland Boundary ———
- Sample Points A-N

Aerial Photograph

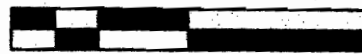
April 10, 2002

Image Courtesy of the USGS

Orland Park/ 104th & 159th

Project Number: C-09-0619C

Landmark Realty and Development



0 250 500 1000
SCALE: 1"=500'



NORTH

Exhibit F