

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

E. Kenneth Friker, Esq.
KLEIN THORPE AND JENKINS, LTD.
15010 S. Ravinia – Suite 10
Orland Park, Illinois 60462

[ABOVE SPACE FOR RECORDER]

**Historic and Natural Resources Preservation Covenant
For 80 acres of
Doctor Marsh Property
By the Village of Orland Park**

In consideration of acceptance of the Illinois Department of Natural Resources OLT Grant by the Village of Orland Park, Cook and Will Counties, Illinois, an Illinois municipal corporation (the “Village”), for replacement of a parcel of land of about 76.88 acres (legal description attached as Appendix “A”) (the “Doctor Marsh Property”), the Village agrees to the following:

1. The Village fully complies with all applicable state and federal laws, including but not limited to the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, et seq.), the Natural Areas Preservation Act (525 ILCS 30/1, et seq.), the Endangered Species Protection Act (520 ILCS 10/1, et seq.), the Illinois Interagency Wetland Policy Act of 1989, the Human Skeletal Remains Protection Act (20 ILCS 3440), and Section 106 of the National Historic Preservation Act of 1966, as amended (36 CFR Part 800.4).

2. No construction, alteration, or disturbance of the ground surface or structure older than 50 years shall be undertaken or permitted to be undertaken on the aforesaid 76.88 acres of the Doctor Marsh Property without the express prior written permission of the Illinois Department of Natural Resources, Comprehensive Environmental Review Program who may require archaeological or environmental surveys and/or site or structure mitigation prior to any undertaking.

3. The Illinois Department of Natural Resources and the Illinois Historic Preservation Agency shall be permitted at all reasonable times to inspect the aforesaid Doctor Marsh Property in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Illinois Department of Natural Resources may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration or mitigation of natural resources or archaeological sites or structures disturbed by construction, alteration, or disturbance of the ground surface or structure older than 50 years.

5. The Village agrees that the Illinois Department of Natural Resources may, at its discretion and without prior notice to the Village, convey and assign all or part of its rights and responsibilities contained herein to a third party.

6. This covenant is binding on the Village, its successors and assignees in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the Village verbatim or by express reference in any deed or other legal instrument by which it divests itself or either the fee simple title or any other lesser estate in these 76.88 acres of the Doctor Marsh Property.

7. The failure of the Illinois Department of Natural Resources to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

This covenant shall be a binding servitude upon these 76.88 acres of the Doctor Marsh Property and shall be deemed to run with the land, and the acceptance by the Village of the conveyance to the Village shall constitute evidence that the Village of Orland Park agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

Dated this ____ day of _____, 2014.

VILLAGE OF ORLAND PARK,
Cook and Will Counties, Illinois

By: _____
Daniel J. McLaughlin,
Village President

Attest:

John C. Mehalek,
Village Clerk

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

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 JOHN C. MEHALEK, 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 ____ day of _____, 2014.

Commission expires _____

Notary Public

Appendix "A"

Legal Description

Lots 43, 44 and 45 in Gallagher & Henry's Laurels of Spring Creek being a subdivision in the northeast quarter (1/4) of Section 18, Township 36 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded November 26, 2008 as Document 0833131087, in Cook County, Illinois.