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[Signature]

DECLARATION OF SETTLEMENT

This Declaration is made on the date hereinafter set forth by Midwest Christian Center in the Northwest Suburbs, n/k/a Life Changers International Church, whose address is 1375 East Schaumburg Road, Schaumburg, Illinois (hereinafter referred to as "Declarant").

DEPT-01 RECORDING 471.50
150003 FROM 9230 11/06/96 1743900
ADVIS 1 3 39 4 926 114 17824
COOK COUNTY RECORDER

WITNESSETH

WHEREAS, Declarant is the owner of the following legally described real estate (hereinafter referred to as the "Property");

DEPT-10 PENALTY 68.00

THAT PART OF THE WEST 1/2 OF SECTION 15 TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 15 AS MONUMENTED BY A 1 1/2 INCH IRON PIPE; THENCE SOUTH 88 DEGREES 53 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION AS MONUMENTED, 596.34 FEET TO THE POINT OF BEGINNING LOCATED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROUTE 59 THENCE SOUTH 48 DEGREES 15 MINUTES 07 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 676.26 FEET; THENCE NORTH 41 DEGREES 44 MINUTES 53 SECONDS WEST 566.95 FEET TO A POINT LOCATED ON THE CENTERLINE OF RIGHT OF WAY OF OLD DUNDEE ROAD AS MONUMENTED; THENCE NORTH 17 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID ROAD CENTERLINE 10.48 FEET; THENCE NORTH 19 DEGREES 28 MINUTES 16 SECONDS EAST ALONG SAID ROAD CENTERLINE FOR A DISTANCE OF 415.19 FEET; THENCE NORTHEASTERLY ALONG A DEFLECTION IN SAID ROAD CENTERLINE BEARING NORTH 33 DEGREES 50 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 181.04 FEET; THENCE NORTHEASTERLY ALONG A JOG IN SAID ROAD CENTERLINE BEARING NORTH 47 DEGREES 31 MINUTES 31 SECONDS EAST 242 FEET; THENCE SOUTH 40 DEGREES 05 MINUTES 39 SECONDS EAST 413.20 FEET THENCE NORTH 48 DEGREES 10 MINUTES 57 SECONDS EAST 119.93 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 19 SECONDS EAST 409.90 FEET TO A POINT LOCATED ON THE SAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROUTE 59 THENCE SOUTH 48 DEGREES 15 MINUTES 07 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 266.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

968-47824

Permanent Real Estate Index Numbers: 01-15-102-011; 01-15-102-015; and 01-15-300-011; and

WHEREAS, on June 3, 1996, Declarant entered into a Settlement Agreement with the Village of Barrington Hills, an Illinois municipal corporation, James Kempe, Robert Kosin, Darryl Einhorn, Brian J. McManus, Lorraine H. Briggs, Theodore L. Horne, R. Townley Rose, John Kuechmann, and Charles W. Sweet (hereinafter referred to as the "Settlement Agreement"); and

WHEREAS, a true and correct copy of the Settlement Agreement is attached hereto and made a

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part hereof as Exhibit A; and

WHEREAS, the Settlement Agreement contains certain provisions which affect the use and development of the Property; and

WHEREAS, the Settlement Agreement provides that it may be recorded by either party in the Office of the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, the Settlement Agreement provides that the covenants, conditions and restrictions created thereby shall attach to and run with the Property and shall be binding on Declarant and every person who may hereafter come into ownership, occupancy or possession of any portion of the Property;

NOW, THEREFORE, the Declarant hereby records this Declaration and the Settlement Agreement pursuant to the terms thereof.

IN WITNESS WHEREOF, the Declarant has set its hand this 23 day of OCTOBER, 1996.

MIDWEST CHRISTIAN CENTER IN THE
NORTHWEST SUBURBS n/k/a LIFE
CHANGERS INTERNATIONAL CHURCH

By: _____
Its: _____

This Instrument was prepared by: *Freeman Co.*

Gerald P. Callaghan
Freeborn & Peters
311 S. Wacker Drive
Suite 3000
Chicago, IL 60606

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EXHIBIT A

(to Declaration of Settlement)

SETTLEMENT AGREEMENT

This Agreement made this 3rd day of June, 1996, at Barrington Hills, Illinois, by and between the VILLAGE OF BARRINGTON HILLS, a municipal corporation (hereinafter referred to as "Barrington Hills"), MIDWEST CHRISTIAN CENTER IN THE NORTHWEST SUBURBS n/k/a LIFE CHANGERS INTERNATIONAL CHURCH (hereinafter referred to as the "Church"), and James Kempe, Robert Kosin, Darryl Einhorn, Brian J. McManus, Lorraine H. Briggs, Theodore L. Horne, R. Townley Rose, John Kuechmann, and Charles W. Sweet (hereinafter referred to collectively as the "Individual Defendants").

WITNESSETH

WHEREAS, there is now pending in the United States District Court for the Northern District of Illinois, Eastern Division, a lawsuit captioned *Midwest Christian Center in the Northwest Suburbs n/k/a Lifechangers International Church, Plaintiff, vs. Village of Barrington Hills, an Illinois municipal corporation, and Robert Kempe (sic), Robert Kosin, Darryl Einhorn, Brian J. McManus, Lorraine H. Briggs, Theodore L. Horne, R. Townley Rose, John Kuechmann, and Charles W. Sweet, in their respective Individual Capacities, Defendants, No. 96 C 1673* (hereinafter referred to as the "Litigation"); and

WHEREAS, the subject of the Litigation and of this Agreement is real estate owned by the Church and located in the corporate limits of Barrington Hills (said real estate hereinafter referred to as the "Property"), which Property is legally described in Exhibit A attached hereto and incorporated herein by reference; and

3/10/96

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WHEREAS, the parties hereto have agreed between themselves to compromise and settle the Litigation and any and all claims which they may have against each other, except for the obligations that arise out of this Agreement or as herein expressly set forth; and

WHEREAS, on May 31, 1996, in anticipation of the execution of this Agreement, Barrington Hills issued a temporary building permit to the Church for the construction of a church building (hereinafter referred to as the "Church Building"), conditioned upon the dismissal of the Litigation with prejudice on May 31, 1996 and the execution of this Agreement by the parties on or before June 4, 1996; and

WHEREAS, on May 31, 1996, in anticipation of the execution of this Agreement, the Church dismissed with prejudice the Litigation, conditioned upon the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Barrington Hills, the Individual Defendants and the Church agree as follows:

1. Promptly upon the execution of this Agreement and payment to Barrington Hills of usual and customary permit application and review fees, Barrington Hills shall issue a permanent building permit for the construction of the Church Building in conformance with the architectural plans prepared by Arthur Jaki & Associates, as approved by McDonough Associates, Inc., (hereinafter referred to as the "Architectural Plans") which plans are in compliance with all applicable building codes of Barrington Hills. Barrington Hills agrees that the Church is not required to install an elevator in the Church Building, provided that a lift

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for handicapped persons is installed which is approved by the applicable agency of the State of Illinois.

2. Barrington Hills shall not unreasonably withhold issuance of a certificate of occupancy for the Church Building upon completion of construction in conformance with the Architectural Plans or any changes thereto which conform to all applicable building codes of Barrington Hills.

3. The Church shall not combine or consolidate, or seek to combine or consolidate, the Property with any other property in Barrington Hills or outside of Barrington Hills for the purpose of disconnecting or de-annexing the Property from Barrington Hills or for the purpose of enlarging or expanding the Church Building or of constructing a building or structure which is larger than a building which may otherwise be permitted on such other property or the Property. The Property and any other property, which is in or contiguous to Barrington Hills and owned, leased, or controlled by the Church, shall be treated separately for purposes of calculating the size and floor area of buildings on such other properties or the Property under the applicable building and zoning codes of Barrington Hills. If such other property is located outside of Barrington Hills, the building and zoning codes of the applicable local government with jurisdiction shall apply to such property, provided that the prohibition on combination of properties set forth above shall apply.

4. The Church agrees that it shall not use Old Dundee Road for ingress to or egress from the Property for any purpose, including, without limitation, pedestrian and vehicular traffic of any type. The Church further agrees that it shall not build or seek to build an access drive or road on the Property to Old Dundee Road.

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5. The Church agrees to sell, and Barrington Hills agrees to purchase, conservation rights in the Property, such sale and purchase to be pursuant to the Grant of Conservation Restriction in Form of Easement which is attached hereto and incorporated herein as Exhibit B (hereinafter referred to as the "Conservation Easement"). The Protected Property, as that term is used in the Conservation Easement, shall be an uninterrupted strip of land of fifty (50) feet in width along the west boundary, exclusive of Old Dundee Road right-of-way, fifty (50) feet in width along the north boundary and twenty-five (25) feet in width along the south boundary of the Property and shall be governed by the terms of the Conservation Easement.

6. In consideration for the conveyance of the Conservation Easement by the Church to Barrington Hills and the covenants made by the Church in this Settlement Agreement, Barrington Hills shall pay to the Church the sum of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000) at the time of the conveyance of the Conservation Easement to Barrington Hills.

7. Barrington Hills hereby withdraws its offer to the Church to purchase the Property, agrees that it shall not hereafter seek to acquire the Property by Eminent Domain, and finds that, except for the purchase of the Conservation Easement over the Protected Property, Barrington Hills does not need to acquire the Property for a public purpose as of the date hereof.

8. Barrington Hills shall have access to the Property for the purpose of providing berms and landscaping on the west and the north sides of the Property and within the Protected Property, such berms and landscaping, if installed, to be installed at the expense of

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Barrington Hills. Within a reasonable time after the execution of this Agreement, the parties will mutually agree upon Barrington Hill's plans for berms and landscaping.

9. The Church, Barrington Hills and the Individual Defendants shall pay their own costs, including attorneys' fees, in any way relating to the Litigation, the subject matter of the Litigation, or the Property. The Church agrees that it will receive no monies in the form of damages from Barrington Hills and the Individual Defendants. The Church specifically waives any and all such claims, whether or not such claims are set forth in the Litigation, for either compensatory damages or punitive damages for any action undertaken by Barrington Hills or the Individual Defendants to the date of this Agreement.

10. This Settlement Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their heirs, agents, attorneys, contractors, legal representatives, successors and assigns. In addition, the covenants, conditions and restrictions created by this Settlement Agreement shall attach to and run with the Property and shall be binding on every person who may hereafter come into ownership, occupancy or possession of any portion of the Property. To effect the foregoing, this Settlement Agreement may be recorded by either party in the Office of the Recorder of Deeds of Cook County, Illinois promptly after execution, and the parties shall execute any additional documents necessary to the recording of this Agreement. The covenants in this Agreement relating to land use and in the Conservation Agreement may be unilaterally terminated by Barrington Hills.

11. The Church, and for all of its representatives, predecessors, successors and assigns, does hereby jointly and severally release Barrington Hills, the Individual Defendants and their heirs, legal representatives, agents, employees, attorneys, contractors, successors and

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assigns, from any and all manner of claims, debts, liabilities, causes of action, damages, demands or suits, or any loss or damage to business or property, or any action under the United States Constitution, including, but not limited to, claims under or pursuant to 42 U.S.C. Sections 1983 and 1988, whether known or unknown at this time, which they may now have or have ever had or may hereafter have by reason of the conduct, actions or omissions of Barrington Hills, the Individual Defendants, or anyone acting by, for or through them prior to and including the date of this Settlement Agreement, except for the obligations set forth in this Settlement Agreement.

12. Notwithstanding paragraph 11 above, the Church may challenge any amendment to the Zoning Ordinance of Barrington Hills (hereinafter referred to as the "Zoning Ordinance"), approved by the Board of Trustees of Barrington Hills between January 26, 1996 and the date of this Agreement, in a lawsuit for declaratory and injunctive relief, but not for damages or attorneys fees, solely on the basis of: 1) the factors set forth in *LaSalle National Bank v. County of Cook*, 12 Ill.2d 40, 145 N.E.2d 65, 69 (1957) and its progeny; or 2) a claim that the Church has vested rights in the Zoning Ordinance in effect on or prior to January 26, 1996. The Church may not bring any such challenge on any grounds asserted or alleged by the Church in the Litigation. Further, nothing in this Settlement Agreement shall limit or prohibit Barrington Hills and the Individual Defendants from opposing such a zoning challenge on any grounds.

13. Barrington Hills and the Individual Defendants each do hereby jointly and severally release the Church and its heirs, legal representatives, agents, employees, attorneys, contractors, successors and assigns, from any and all manner of claims, debts, liabilities, causes of action, damages, demands or suits, whether known or unknown at this time, which

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they may now have or have ever had or may hereafter have by reason of the conduct, actions or omissions of the Church or anyone acting by, for or through it prior to and including the date of this Settlement Agreement, except for those obligations set forth in this Settlement Agreement.

14. Each of the parties represents and warrants that no promise or inducement has been offered or made except as herein set forth and that this Settlement Agreement contains each and every express promise and obligation between the parties, without regard to any statement or representation made by either party, or any person or persons acting on behalf of any of them.

15. The Church understands and agrees that this Settlement Agreement does not and shall not constitute any admission by Barrington Hills or any of the Individual Defendants of any fact or conclusion of law. Specifically, without limiting the foregoing, the Church understands and agrees that this Agreement does not constitute an admission by Barrington Hills or any of the Individual Defendants that any allegations in the Litigation are true, or that any action relating to the Church in any way was wrongful or unlawful in any manner whatsoever. Barrington Hills and the Individual Defendants deny any liability, any wrongdoing, or any amounts owing with respect to any actions between the Church and Barrington Hills and the Individual Defendants.

16. The parties represent the following:

- (a) They have read this Agreement;
- (b) They have had sufficient time to consider the terms of this Agreement;

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(c) They have had the advice of their attorneys and their attorneys have explained the purpose and effect of each provision of this Agreement; and

(d) They understand the terms of this Agreement, intend to be bound by the terms of this Agreement, and they are signing this Agreement of their own free will.

17. This Settlement Agreement is contingent on the issuance and delivery of a written legal opinion to, and for the benefit and reliance of, Barrington Hills and the Individual Defendants by the law firm of Schiff Hardin & Waite, counsel for the Church in the Litigation, that the covenants, conditions, agreements and restrictions contained in this Settlement Agreement, and in the Conservation Easement, on the development and use of the Property are binding on the Church, its successors and assigns, and are legally enforceable by Barrington Hills against the Church, its successors and assigns.

18. This Settlement Agreement is further contingent on the issuance and delivery of a legal opinion to, and for the benefit and reliance of, Barrington Hills and the Individual Defendants by the law firm of Mauck, Bellande & Cheely, counsel for the Church, and on passage of a resolution by the Board of Directors of the Church, a copy of which shall be delivered to Barrington Hills prior to the execution of this Agreement, that Pastor Greg Dickow, or any other person signing this Settlement Agreement on behalf of the Church, is authorized to sign this Settlement Agreement on behalf of the Church and to bind the Church and restrict the Property in accordance with the terms of this Settlement Agreement.

IN WITNESS WHEREOF, the parties have signed this instrument this 20 day of

June, 1996.

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VILLAGE OF BARRINGTON HILLS

By: James Kempe

Subscribed and sworn before me this

3rd day of June, 1996.

William N. Walsh

Notary Public



JAMES KEMPE

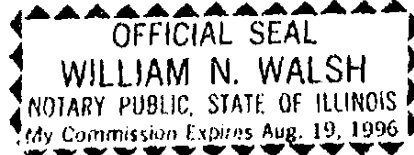
James Kempe

Subscribed and sworn before me this

3rd day of June, 1996.

William N. Walsh

Notary Public



BRIAN J. McMANUS

Brian J. McManus

Subscribed and sworn before me this

3rd day of June, 1996.

William N. Walsh

Notary Public



LORRAINE H. BRIGGS

Lorraine H. Briggs

Subscribed and sworn before me this

3rd day of JUNE, 1996.

William N. Walsh

Notary Public



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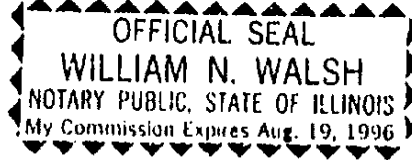
THEODORE L. HORNE

Theodore L. Horne

Subscribed and sworn before me this
3rd day of JUNE, 1996.

William N. Walsh

Notary Public



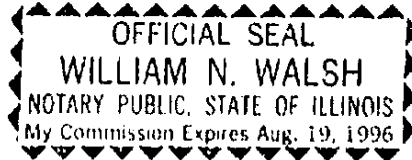
R. TOWNLEY ROSE

R. Townley Rose

Subscribed and sworn before me this
3rd day of JUNE, 1996.

William N. Walsh

Notary Public



JOHN KUECHMANN

John H. Kuechmann

Subscribed and sworn before me this
3rd day of JUNE, 1996.

William N. Walsh

Notary Public



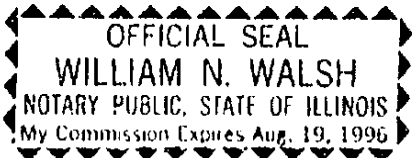
CHARLES W. SWEET

Charles W. Sweet

Subscribed and sworn before me this
3rd day of JUNE, 1996.

William N. Walsh

Notary Public



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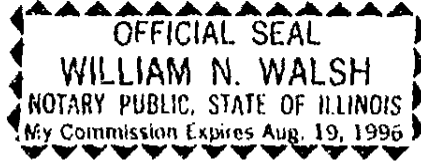
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ROBERT KOSIN

Robert Kosin

Subscribed and sworn before me this
3rd day of JUNE, 1996.



William N. Walsh

Notary Public

DARRYL EINHORN

Darryl W. Einhorn

Subscribed and sworn before me this
4th day of June, 1996.



Joanne M. Schuld

Notary Public

MIDWEST CHRISTIAN CENTER IN THE
NORTHWEST SUBURBS n/k/a LIFE
CHANGERS INTERNATIONAL CHURCH

By: [Signature]
Its PRESIDENT

Subscribed and sworn before me this
3 day of JUNE, 1996.

Wayne J. Silva

Notary Public

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EXHIBIT A

THAT PART OF THE WEST 1/2 OF SECTION 15 TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 15 AS MONUMENTED BY A 1 1/2 INCH IRON PIPE, THENCE SOUTH 88 DEGREES 53 MINUTES 22 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION AS MONUMENTED, 596.34 FEET TO THE POINT OF BEGINNING LOCATED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROUTE 59 THENCE SOUTH 48 DEGREES 15 MINUTES 07 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 676.26 FEET; THENCE NORTH 41 DEGREES 44 MINUTES 53 SECONDS WEST 566.95 FEET TO A POINT LOCATED ON THE CENTERLINE OF RIGHT OF WAY OF OLD DUNDEE ROAD AS MONUMENTED; THENCE NORTH 17 DEGREES 09 MINUTES 15 SECONDS EAST ALONG SAID ROAD CENTERLINE 10.48 FEET; THENCE NORTH 19 DEGREES 28 MINUTES 16 SECONDS EAST ALONG SAID ROAD CENTERLINE FOR A DISTANCE OF 415.19 FEET; THENCE NORTHEASTERLY ALONG A DEFLECTION IN SAID ROAD CENTERLINE BEARING NORTH 33 DEGREES 50 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 181.04 FEET; THENCE NORTHEASTERLY ALONG A JOG IN SAID ROAD CENTERLINE BEARING NORTH 47 DEGREES 31 MINUTES 31 SECONDS EAST 242 FEET; THENCE SOUTH 40 DEGREES 05 MINUTES 39 SECONDS EAST 413.20 FEET THENCE NORTH 48 DEGREES 10 MINUTES 57 SECONDS EAST 119.93 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 19 SECONDS EAST 409.90 FEET TO A POINT LOCATED ON THE SAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROUTE 59 THENCE SOUTH 48 DEGREES 15 MINUTES 07 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 266.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

GRANT OF CONSERVATION RESTRICTION IN FORM OF EASEMENT

THIS INDENTURE, made this 27th day of JUNE, 1996.

WITNESSETH:

WHEREAS, Midwest Christian Center In The Northwest Suburbs, now known as Life Changers International Church, whose address is 1375 E. Schaumburg Road, Schaumburg, Illinois, (hereinafter, together with its successors and assigns, called the "Grantor"), is the owner in fee simple of certain real property described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Protected Property"); and

WHEREAS, the Village of Barrington Hills (hereinafter, together with its successors and assigns, called the "Grantee") is an Illinois unit of local government under the laws of the State of Illinois with offices at 112 Algonquin Road, Barrington Hills, Illinois 60010; and

WHEREAS, the Protected Property has significant scenic and aesthetic value to the Grantee and the general public; and

WHEREAS, the Grantee intends and desires that the open space and aesthetic values of the Protected Property including, without limitation, scenic views from public highways and adjoining rural residential properties, be preserved, maintained and enhanced in accordance with the terms hereof; and

WHEREAS, the Grantor and the Grantee recognize that the Protected Property is located in the Village of Barrington Hills (the "Village"), whose pattern of development has resulted in the preservation of the scenic and aesthetic rural landscape in the Village, and that the scenic and aesthetic character of the Protected Property is an integral part of the overall character of the Village, and the Grantor and Grantee have the common purpose of conserving and enhancing these values of the Protected Property by the conveyance of a Conservation Restriction in the Form of an Easement (hereinafter called the "Conservation Easement") on, over and across the Protected Property; and

WHEREAS, the Grantor and the Grantee, by the conveyance to the Grantee of a Conservation Easement as contemplated under the home rule powers of Grantee and the terms of an "Act relating to Conservation Rights in Real Property," approved and effective September 12, 1977, Public Acts 80-584(765 ILCS 120/1, et seq.) as amended from time to time (hereinafter called "Property Conservation Act"). on, over and across the Protected Property, desire to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Conservation Easement; and

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

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NOW, THEREFORE, the Grantor, for and in consideration of TEN DOLLARS and other good and valuable consideration, including the foregoing recitations and the mutual covenants, terms, conditions and restrictions hereinafter contained, the sufficiency of which consideration is hereby acknowledged by the Grantor, does hereby grant, bargain, transfer and convey unto the Grantee and to its respective successors and assigns, forever, a Conservation Easement on, over and across the Protected Property consisting solely of the following:

1. The right of Grantee and the public to view the Protected 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; and
3. The right of the Grantee to enter the Protected Property at all reasonable times for the purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants and conditions of this Conservation Easement; and
4. The right of the Grantee to install berms and landscaping on the north fifty (50) feet and the west fifty (50) feet, exclusive of Old Dundee Road right-of-way, of the Protected Property.

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 in perpetuity, unless otherwise terminated pursuant to the terms hereof, namely that the Grantor shall not in or on the Protected Property:

1. Construct or place buildings or other structures, camping accommodations or mobile homes, advertising signs, billboards or other advertising material, dikes, berms or make, place or construct any other structures on any part of the Protected Property;
2. Excavate, dredge, mine, fill, dike, drill or materially change the topography of the Protected Property;
3. Construct roads, trails, pathways, access driveways, or parking lots on the Protected Property;
4. Pave or cover the Protected Property with concrete, asphalt or other impervious surface;
5. Dump, place or store ashes, trash, garbage, vehicle bodies or parts or other unsightly or offensive material on the Protected Property;

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6. Permit or allow on the Protected Property the operation of snowmobiles, dune buggies, motorcycles, all terrain vehicles or any other type of motorized vehicle, other than landscape maintenance vehicles; or

7. Permit hunting, fishing, or trapping of wildlife on the Protected Property.

Notwithstanding the foregoing restrictions, Grantor may:

1. Install one (1) path of not greater than fifteen (15) feet in width, which may be paved, within the southeast 225 feet of the 25-foot strip of the Protected Property, which strip is located northwesterly of State Route 59, for pedestrian use by patrons of a church on the property which is legally described on Exhibit B, attached hereto and made a part hereof (hereinafter referred to as the "Church Property"), for the purpose of ingress and egress between the Church Property and the property which is legally described on Exhibit C, attached hereto and made a part hereof as Exhibit C (hereinafter referred to as the "South Property"), provided that such path may only be installed and used if the South Property is used for outdoor recreational fields or auxiliary parking incidental to the use of the Church Property for church purposes. For purposes of this Conservation Easement, auxiliary parking shall mean such vehicle parking which is in addition to the vehicle parking lots and spaces required by applicable regulations for the use of the Church Property, which required parking shall be located completely on the Church Property.

2. Install sub-surface septic lines in the south twenty-five (25) feet of the Protected Property.

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

The Grantor further covenants and agrees as follows:

1. Any costs incurred by Grantee in enforcing this Conservation Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by the violation of the terms of this Conservation Easement by Grantor, its successors or assigns shall be borne by Grantor.

2. Grantee shall not have any responsibilities and shall not bear any costs or liabilities of any kind, including, without limitation, property taxes or assessments levied by competent authority, related to the ownership, operation, maintenance and upkeep of the Protected Property.

3. Grantor shall hold harmless, indemnify and defend Grantee and its officers, officials, trustees, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (hereinafter collectively called the "Grantor Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from

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or in any way connected with the injury to or the death of any person, or physical damage to any property, resulting from the act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due to the negligence of any of the Grantor Indemnified Parties. Grantee shall hold harmless, indemnify and defend Grantor and its officers, officials, trustees, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (hereinafter collectively called the "Grantee Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with the injury to or the death of any person, or physical damage to any property, resulting from the act, omission, condition, or other matter related to or occurring in connection with the installation of landscaping and berms on the Protected Property by Grantee, regardless of cause, unless due to the negligence of any of the Grantee Indemnified Parties.

4. Grantor shall incorporate the terms of this Conservation Easement in any deed or other instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest.

5. Grantor waives any defense of laches, estoppel or prescription with respect to any violation of the terms of this Conservation Easement as to which Grantee was not notified in writing.

6. Grantee shall have no responsibility to maintain the vegetation and landscaping, including the landscaping installed by Grantee, within the Protected Property

The Grantor and the Grantee each agree that the conveyance of this Conservation Easement gives rise to a property right, immediately vested in the Grantee.

The Grantor and, by its acceptance hereof, the Grantee, agree further as follows:

1. Whenever the Grantee's approval is required hereunder, such approval may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purposes of this Conservation Easement.

2. No right of access by the general public to any portion of the Protected Property is conveyed by this Conservation Easement.

3. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Illinois.

4. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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5. Exhibits A, B and C, attached hereto, are hereby made a part hereof.

6. This Conservation Easement shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois. The covenants, terms, conditions and restrictions set forth in this Conservation Easement shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute a servitude running with the Protected Property in perpetuity, provided, however, that this Conservation Easement shall terminate upon the occurrence of the following events:

- (a) The Church Property is no longer used for a use which is classified as a special use under applicable zoning regulations on the date hereof;
- (b) There is no longer a church building or other institutional building or structure on the Church Property; and
- (c) Approval by Grantee of a final plat of subdivision or building permit for development and use of the Church Property with single-family homes on lots of a minimum of five (5) acres each or as otherwise approved by Grantee.

IN WITNESS WHEREOF the Grantor has set its hand the day and year first above written.

GRANTOR:

BY: 

Its: PRESIDENT / LIFE CHANGERS INT - CHURCH
MIDWEST CHRISTIAN CENTER N/W

This instrument was prepared by:

Gerald P. Callaghan
Freeborn & Peters
311 S. Wacker Drive
Suite 3000
Chicago, IL 60606-6677

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ACCEPTANCE

The foregoing Conservation Easement is hereby duly accepted by the Grantee, the Village of Barrington Hills, this 28 day of June, 1996, and the Grantee agrees to be bound by the terms and provisions set forth herein.

GRANTEE:
VILLAGE OF BARRINGTON HILLS

By: James A. Kempf
Its President

Attest:

By: Maura J. Ross
Village Clerk

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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 James Kenpe and MARLA BUSS personally known to me to be the President and Clerk of the Village of Barrington Hills, an Illinois unit of local government, 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 Clerk they signed and delivered the said instrument as President and Clerk of said unit of local government on behalf of the unit of local government referred to therein, and caused the corporate seal of said unit of local government to be affixed thereto, pursuant to authority given by the Board of Trustees of said unit of local government as their free and voluntary act, and as the free and voluntary act and deed of said unit of local government for the uses and purposes therein set forth all on behalf of said unit of local government.

Joanne M. Schuld
Notary Public

My Commission Expires: 4-17-99

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EXHIBIT A

Legal Description of Protected Property

That part of the West Half of Section 15, Township 42 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the center of said Section 15 as monumented by a 1 ½ inch iron pipe; thence South 88° 53' 22" West along the North line of the Southwest Quarter of said Section as monumented, 596.34 feet to the Northwestern right-of-way line of State Route 59; thence South 48° 15' 07" West along said right-of-way line for a distance of 651.26 feet to the point of beginning; thence North 41° 44' 53" West, 485.10 feet to a point 50.00 feet Southeasterly and parallel with the Southeasterly right-of-way line of Old Dundee Road, thence North 17° 09' 15" East along a line parallel with said right-of-way line, 29.67 feet; thence North 19° 28' 16" East along a line parallel with said right-of-way line, 403.04 feet; thence North 33° 50' 41" East along a line parallel with said right-of-way line, 160.62 feet; thence North 47° 31' 31" East along a line parallel with said right-of-way line, 178.55 feet; thence South 40° 05' 39" East, 379.58 feet; thence North 48° 10' 57" East, 126.56 feet; thence South 47° 58' 19" East, 359.55 feet to the Northwestern right-of-way line of State Route #59, thence North 48° 15' 07" East along the Northerly right-of-way line of State route 59 as monumented, 50.30 feet; thence North 47° 58' 19" West, 409.90 feet; thence South 48° 10' 57" West, 119.93 feet; thence North 40° 05' 39" West, 380.17 feet to the Southeasterly right-of-way line of Dundee Road as monumented; thence South 47° 31' 31" West along said right-of-way line, 236.67 feet; thence South 33° 50' 41" West along said right-of-way line, 172.92 feet; thence South 19° 28' 16" West along said right-of-way line, 410.36 feet; thence South 17° 09' 15" West along said right-of-way line, 29.72 feet; thence South 41° 44' 53" East, 528.41 feet to the Northwestern right-of-way line of State Route #59 as monumented; thence North 48° 15' 07" East along said right-of-way line, 25.00 feet to the point of beginning. All containing 2.2406 acres, more or less, in Cook County, Illinois.

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Exhibit B

Legal Description of Church Property

That part of the West Half of Section 15, Township 42 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the center of said Section 15 as monumented by a 1 1/2 inch iron pipe; thence South 88° 53' 22" West along the North line of the Southwest Quarter of said Section as monumented, 596.34 feet to the Northwesternly right-of-way line of State Route 59; thence South 48° 15' 07" West along said right-of-way line, 651.26 feet to the point of beginning; thence North 41° 44' 53" West, 485.10 feet to a point 50.00 feet Southeasterly and parallel with the Southeasterly right-of-way line of Old Dundee Road as monumented, thence North 17° 09' 15" East along a line parallel with said right-of-way line, 29.67 feet; thence North 19° 28' 16" East along a line parallel with said right-of-way line, 403.04 feet; thence North 33° 50' 41" East along a line parallel with said right-of-way line, 160.62 feet; thence North 47° 31' 31" East along a line parallel with said right-of-way line, 178.55 feet; thence South 40° 05' 39" East, 379.58 feet; thence North 48° 10' 57" East, 126.56 feet; thence South 47° 58' 19" East, 359.55 feet to the Northwesternly right-of-way line of State Route #59 as monumented, thence South 48° 15' 07" West along said right-of-way line, 867.35 feet to the point of beginning. All containing 11.7594 acres, more or less, in Cook County, Illinois.

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EXHIBIT C

Legal Description of South Property

That part of the Southwest Quarter of Section 15, Township 42 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the center of said Section 15 as monumented, thence South $88^{\circ} 53' 22''$ West along the North line of the Southwest Quarter of said Section as monumented, 596.34 feet to the Northwesternly right-of-way line of State Route 59; thence South $48^{\circ} 15' 07''$ West along said Northwesternly right-of-way, 676.26 feet to the point of beginning; thence continuing South $48^{\circ} 15' 07''$ West along said Northwesternly right-of-way, 316.67 feet to a jog in said Northwesternly right-of-way; thence South $53^{\circ} 57' 45''$ West, 201.00 feet along said Northwesternly right-of-way line to a jog in said Northwesternly right-of-way line; thence South $48^{\circ} 15' 07''$ West along said Northwesternly right-of-way, 275.70 feet to a point of curvature; thence continuing Southwesterly along said Northwesternly right-of-way line, being along a curve to the right having a radius of 592.22 feet for an arc distance of 100.71 feet (said curve have a chord length of 100.59 and a chord bearing of South $53^{\circ} 07' 26''$ West) to the center line of Old Dundee Road; thence North $17^{\circ} 09' 15''$ East along said center line, 1042.41 feet; thence South $41^{\circ} 44' 53''$ East, 566.95 feet to the point of beginning. All containing 5.8761 acres, more or less, in Cook County, Illinois.

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