

This Instrument prepared by  
(and after recording return to):  
George M. Covington  
Law offices of George M. Covington LLC  
500 North Western Avenue  
Lake Forest, IL 60045

**GRANT OF CONSERVATION RIGHT AND EASEMENT**

THIS GRANT OF CONSERVATION RIGHT AND EASEMENT is made this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ whose address is  
\_\_\_\_\_ ("Grantor"), in favor  
of \_\_\_\_\_, an Illinois not-for-profit corporation,  
whose address is \_\_\_\_\_ ("Grantee").

**RECITALS**

A. Grantor is the sole owner in fee simple of certain real property in \_\_\_\_ County, Illinois, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

B. The Property possesses natural and scenic values of great importance to Grantor, the people of \_\_\_\_\_ County and the people of the State of Illinois; and

C. The Property consists of \_\_\_\_\_ **[describe property and significant features]**; and

D. The specific conservation values (the "Conservation Values") of the Property are described herein and are further documented in the materials attached hereto as Exhibit B and incorporated by this reference, which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which are intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

E. Grantor intends to achieve certain purposes (the "Conservation Purposes"), including the preservation of the Conservation Values of the Property by the continuation of land use patterns existing at the time of this grant and, in general, the preservation of natural plant and animal communities and scenic areas in the region in which the Property is located; and

F. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

G. Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder (the "Code") whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, and open space condition; and

H. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to endeavor to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Illinois and in particular 765 ILCS 120/1-120/6 (the "Statute"), Grantor hereby voluntarily grants and conveys to Grantee a conservation right and easement (the "Easement") in perpetuity over the Property of the nature and character and to the extent and subject to the terms hereinafter set forth, to have and to hold unto Grantee and its successors and assigns forever, and Grantor and Grantee agree.

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, and open space condition and that any natural plant and animal communities located on the Property which are indigenous to \_\_\_\_\_ Illinois will be preserved to the extent feasible.

2. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the native flora, fauna, soils, watertable and drainage patterns, and other conservation values of the Property;

(b) To view the Property in its scenic and open condition at ground level from adjacent publicly-accessible land **[if applicable]**;

(c) To enter upon the Property at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where Grantee determines that immediate entry is necessary to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property in accordance with the terms of this Easement; and

(d) To enforce the terms of this Easement by appropriate legal proceedings against Grantor, parties acting under, through, or with the consent of Grantor, and other third parties, so as to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. **Prohibited Uses.** Unless otherwise expressly permitted in Section 5 hereof, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the

Property are expressly prohibited, unless otherwise expressly and specifically reserved in Section 5 hereof:

(a) The placement or construction of any buildings whatsoever, or other structures or improvements of any kind (including, without limitation, above-ground utility lines and related facilities, lighting fixtures of any kind, sheds, [fences?], roads, antennae, tennis courts, flag poles, decks, patios, irrigation systems, swimming pools, driveways, playground equipment such as swing sets or jungle gyms, signs, billboards, and parking lots and other man-made or impervious surfaces);

(b) The planting or installation of any trees or other plants or other landscape features inconsistent with the purposes of this Easement, including, without limitation, lawns, golf courses, putting greens, and alien or invasive plant species;

(c) Any alteration of the surface topography and hydrology of the land (including, without limitation, grading or the excavation, removal or moving of soil, sand, gravel, peat, or vegetation, except as may be necessarily required in the course of any activity expressly permitted hereunder);

(d) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant siltation or pollution of any surface or subsurface waters (including, without limitation, any use or application of any pesticide or herbicide, except in accordance with a plan for such use or application approved in writing by Grantee);

(e) The draining, filling, diking, dredging or digging of any wetlands, ponds, water courses, floodplains, or other areas located on the Property;

(f) The legal or *de facto* division, subdivision, or partition of the Property or the use of the Property for increasing the density of development of any real estate not covered by this Easement;

(g) The destruction or removal of the native flora located on the Property, except as may be expressly approved by the Grantee;

(h) The dumping, placing or storing of trash, discarded equipment, appliances, automobiles or household items, garbage, grass clippings and other landscape waste, or other waste material;

(i) The operation or permitting to be operated of snowmobiles, motorcycles, all-terrain vehicles or any other type of motorized vehicle (except for vehicles used only in connection with maintenance activities permitted hereunder);

(j) The use, exercise, or transfer of development rights on or to the Property, or any portion thereof, including without limitation any and all rights, however designated, now or hereafter associated with the Property or any other property that may be used, pursuant to applicable zoning laws or other governmental laws, ordinances, or regulations, to compute

permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Property or any other property;

(k) The lighting of the Property by means of any lighting fixture located on the Property or by means of any flood or spot light located off the Property but focused on the Property; and

(l) The construction of any fence or installation of any landscaping along the perimeter of the Property that would materially obscure the view of the Property from \_\_\_\_\_ Road.

Grantor covenants and agrees not to commit any of the above activities or uses of the Property or knowingly permit any of such activities or uses to occur. Grantor agrees to use reasonable best efforts to prevent any of the above activities or uses from being committed by any third party and to take reasonable measures to mitigate any damage to the Property that impairs or threatens to impair the conservation purposes of this Easement.

4. **Development Rights.** To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property, nor shall they be transferred to any adjacent parcel or exercised in a manner that would interfere with the preservation and conservation purposes of this Easement.

5. **Reserved Rights.** Grantor reserves to himself [herself?] and to his [her] personal representatives, heirs, successors, and assigns, all rights accruing from his [her] ownership of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including the right to use the Property for recreational purposes not prohibited under the foregoing provisions or the last sentence of this Section 5 and which do not interfere with the preservation of plant and animal communities currently on the Property. **Grantor expressly and specifically reserves the following rights: LIST ANY SPECIFIC RIGHTS WHICH ARE RESERVED]**

Nothing contained in this Section 5 or elsewhere in this Easement shall be construed to permit more than a *de minimis* use of the Property for a commercial recreational activity and any such use is expressly prohibited.

6. **Grantee's Remedies.**

(a) In the event of a violation or threatened violation of any representation, warranty, covenant or other provision of this Easement, in addition to any remedies now or hereafter provided by law, Grantee may, following reasonable notice to Grantor, (i) institute a suit for injunctive relief, specific performance or damages, (ii) enter upon the Property to correct any such violation, and hold Grantor and Grantor's successors, heirs and assigns in title responsible for the cost thereof, or (iii) expend such sums as may be necessary to satisfy any lien prohibited hereunder or to pay and discharge any delinquent taxes or assessments, or to redeem from any tax sale, and all funds so paid or expended by Grantee shall, until repaid, constitute a lien on the Property. Grantor waives any bond requirement which may be applicable to injunctive relief. In the event Grantor is adjudicated to have violated any of Grantor's obligations herein, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of its rights, including court costs and attorneys' fees. Grantee's remedies hereunder shall be cumulative, and the exercise by Grantee of one remedy shall not have the effect of waiving any other remedy and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time. All damages, costs, and expenses awarded to Grantee hereunder shall constitute a lien against the Property until repaid by Grantor. Grantee shall have the right, but not the obligation, to record a notice of any lien which Grantee may claim to have against the Property under this section or any other provision of this Easement and may foreclose or otherwise enforce such lien in any manner provided by law. In addition to the foregoing, Grantee may record a notice of violation in the Office of the Recorder of \_\_\_\_\_ County, Illinois.

(b) Grantor's sole remedy in the event of a failure by Grantee to perform any of its covenants herein contained shall be, if such failure shall continue for ten (10) days after written notice thereof to Grantee, to institute a suit for injunctive relief or specific performance. Grantor hereby waives any claim for damages resulting from such failure, and expressly acknowledges that any such failure by Grantee shall in no way affect the validity of this Easement or any of the other covenants contained herein.

(c) Nothing contained in the Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same, or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver thereof.

8. **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

9. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

10. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 USCA 9601 *et seq.*), and the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*).

11. **Indemnity.** Grantor shall defend and indemnify Grantee and hold Grantee harmless for any liability, costs, attorneys' fees, judgments or expenses to the Grantee or any officer, director, employee, agent or independent contractor of Grantee (collectively, the "Indemnified Parties") resulting from actions or claims of any nature by third parties arising from defaults under this Easement by Grantor, or arising out of the conveyance of, ownership, possession, or exercise of rights under this Easement (including any such costs and expenses incurred by Grantee in connection with preserving the validity or priority of this Easement), excepting any such matters arising solely from the negligence of Grantee, including without limitation, (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (ii) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law regulation or requirement, including, without limitation, CERCLA and the Illinois Environmental Protection Act, by the Indemnified Parties or by any person other than the Indemnified Parties, in any way affecting, involving, or relating to the Property; (iii) the presence or release in, on from or about the Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (iv) any breach or violation of any of the obligations, covenants, representations, and warranties of Grantor contained herein. In the event that Grantor is obligated to indemnify Grantee hereunder, the amount of such indemnity, until satisfied, shall constitute a lien on the Property.

12. **Mechanic's Liens.** Grantor shall keep the Property free from any mechanic's liens. If any such liens are placed against the Property, Grantor shall promptly cause them to be released or, in the alternative, shall provide Grantee with title insurance reasonably acceptable to Grantee insuring over said liens. Grantee shall have the right to pay any lien if Grantor fails to provide Grantee with title insurance over the lien. Grantee shall have a lien on the Property in the amount of any funds paid by Grantee to discharge such mechanic's lien until such amount has been repaid by Grantor. Any such mechanic's lien shall be junior and subordinate to this Easement.

13. **Costs and Liabilities.** Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

14. **Management and Restoration.** Grantor shall, at his [her] expense, manage the Property in accordance with the management plan attached hereto as Exhibit C (the "Management Plan.") Grantor and Grantee may, from time to time, amend or modify the Management Plan, provided that any and all such amendments or modifications shall be consistent with the purpose of this Easement. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the operator of the Property within the meaning of the CERCLA by exercising physical control over day-to-day operations of Grantor or becoming involved in management decisions of Grantor regarding the generation, handling or disposal of hazardous substances.

15. **Real Estate Taxes.** Grantor shall pay before delinquency all real estate taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have the right to pay such real estate Taxes and special assessments at any time that such Taxes and assessments may be delinquent. In the event Grantee makes such payment, there shall be a lien in Grantee's favor on the Property in the amount thereof until such amount is repaid by Grantor.

16. **Extinguishment.** This Easement may only be terminated or extinguished if circumstances arise in the future that render the purposes of this Easement impossible or impractical to accomplish, and, under such circumstances, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Upon such extinguishment, Grantee shall be entitled, after the satisfaction of prior claims, to its share of the proceeds from any sale, exchange, financing, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, equal to the value of the Easement. The value of the Easement at the time of such extinguishment shall be determined in accordance with the following Section hereof. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant, provided, however, that such use shall not be limited to the Property. Amendments, modifications, or boundary line adjustments approved in writing by Grantor and Grantee and not resulting in any net loss of land protected by this Easement shall not be deemed to constitute extinguishments.

17. **Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of the previous Section hereof, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements permitted under this Easement, if any) by a fraction of which the numerator shall be the value of the Easement at the time of this grant and the denominator shall be the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code, as

amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the value of the Easement shall be equal to the difference in value between the Property, without diminution attributable to this Easement, and the value of the Property as encumbered by this Easement.

**[Optional: If Grantor does not claim a charitable gift deduction for purposes of calculating federal income taxes and submit a Qualified Appraisal, value of the Easement shall be deemed to be \_\_\_\_\_% of the value of the Property unencumbered by this Easement.]**

18. **Qualified Appraisal.** In the event Grantor claims a federal income tax deduction for donation of a "qualified real property interest" as that term is defined in Section 170(h) of the Code, Grantor shall provide Grantee with a copy of all appraisals, including the "Qualified Appraisal" as that term is defined in Section 170(a)(1) of the Code (hereinafter the "Appraisal") of the fair market value of this Easement.

19. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law and Section 16.

20. **Amendment and Modification.** This Easement may be amended or modified from time to time only by written instrument executed by Grantor and Grantee and recorded with the office of the Recorder of \_\_\_\_\_ County, Illinois. Either party may, in its absolute discretion, withhold its consent to any amendment or modification requested by the other party. No such amendment or modification shall materially and adversely affect the conservation purpose of this easement or facilitate extinguishment of this Easement or result in any instrument that would fail to qualify as a qualified conservation contribution under Section 170(h) of the Code or a valid conservation right under the Statute. In no event shall the consent of any party other than Grantor and Grantee be required for such amendment or modification, even if such other party is entitled to enforce this Easement under the Statute or any other law.

21. **Assignment.** This Easement is assignable by Grantee but only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation rights under the Statute (or any successor provision then applicable). The transferee shall have the commitment to protect the conservation purposes of this Easement and the resources to enforce the terms hereof. As a condition of such assignment, Grantee shall require the assignee to assume the obligations of Grantee under this Easement and to agree that the conservation purposes that this grant is intended to advance shall continue to be carried out in perpetuity. If Grantee ceases to be a qualified organization under Section 170(h) of the Code, it shall promptly transfer this Easement to such a qualified organization, pursuant to the provisions of this Section. Grantee shall, to the extent practicable, give at least thirty (30) days written notice to Grantor before assigning this Easement. Grantee shall, if practicable, honor Grantor's preferences regarding an assignee, provided that they are made known to Grantee within such thirty-day period, and provided that any assignee suggested by Grantor is willing to accept this Easement and meets all criteria of this Section.



22. **Subsequent Transfers.** Grantor agrees to incorporate this Easement by reference in any deed or other legal instrument by which he [she] divests himself [herself] of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way or result in any liability on the part of the Grantor. By the acceptance of a deed or other instrument of conveyance, any party accepting a conveyance of the Property or otherwise acquiring any interest therein acknowledges that it is familiar with the terms of this Easement and agrees to be bound thereby.

23. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance (or non-compliance, if applicable) with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement.

24. **Notices.** Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Grantee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Executive Director [appropriate title]

or such other address as either party from time to time shall designate by written notice to the other. Personal delivery shall include delivery by commercial messenger service or overnight courier. Service by registered or certified mail shall be deemed effective on the earlier of (i) actual receipt or (ii) three business days after posting.

25. **Recordation.** Grantee shall record this instrument in the official records of \_\_\_\_\_ County, Illinois and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Easement. Grantee may, prior to the fortieth anniversary of the date of this Easement and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-118, for the purpose of preserving the lien of this Easement in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Easement.

**26. Nature of Conveyance.** The conveyance hereunder constitutes a perpetual conservation right under the Statute, charitable trust, a common law easement in gross, a public easement under 35 ILCS 200/9-145(e), a common law dedication, and an easement and covenant running with the land under 35 ILCS 200/22-70. If the Grantee ever becomes owner of fee simple interest in the Property, this Easement shall continue in full force and effect, and the doctrine of merger shall not apply.

**27. Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice, demand, letter, or bill relating to the Property received by Grantor from any government authority (excluding notices of reassessment and bills for non-delinquent real estate taxes) within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

**28. General Provisions.**

(a) **Controlling Law.** The laws of the State of Illinois shall govern the interpretation and performance of this Easement.

(b) **Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement, the charitable and perpetual nature of this grant, and the policy and purpose of the Statute. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Each party hereto affirms that it has consulted with legal counsel regarding the provisions of this Easement and that it has participated equally with the other party in the drafting of this Easement.

(c) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this 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.

(d) **Entire Agreement.** This instrument, including all Recitals, which are incorporated herein by reference, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Property in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to such transfer shall survive the transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience or reference and shall have no effect upon the construction or interpretation of this instrument.

(i) Authority. Grantor (and any persons executing this instrument on behalf of Grantor) represent and warrant that Grantor is the owner in fee simple of the Property, Grantor is fully authorized and empowered to execute and deliver this instrument, and there is no lien, encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all of Grantor's obligations hereunder.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any part who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) No Tax Advice. Grantor and Grantee each acknowledges and agrees that it has not received and is not relying upon any tax or other advice from any other party to this Easement, and that it has and will continue to consult its own advisors and rely exclusively on their advice. Grantee makes no representation or warranty whatsoever regarding the tax treatment to Grantor of the conveyance of this Easement.

(l) Acknowledgment of Donation. Grantee acknowledges that Grantor has donated a conservation right and easement on the Property subject to the terms and conditions contained herein and that no goods or services were provided by Grantee, in whole or in part, in consideration for such donation.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

**GRANTOR:**

\_\_\_\_\_

**GRANTEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_ an Illinois not-for-profit corporation, and \_\_\_\_\_  
\_\_\_\_\_, personally known to me to be the \_\_\_\_\_ 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 \_\_\_\_\_ and  
\_\_\_\_\_, they signed and delivered the said instrument 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

## MORTGAGE SUBORDINATION

\_\_\_\_\_, a \_\_\_\_\_, hereby acknowledges and agrees that it is the mortgagee under that Mortgage dated \_\_\_\_\_, \_\_\_\_\_ and recorded on \_\_\_\_\_, \_\_\_\_\_ as Document \_\_\_\_\_ in \_\_\_\_\_ County, Illinois and the holder of the Note secured thereby, and that it is hereby subordinates such mortgage to the foregoing Grant of Conservation Right and Easement, pursuant to the terms of Section 22 hereof.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF ILLINOIS       )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ 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 \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**EXHIBIT A**

**Legal Description**

**EXHIBIT B**

**Existing Conditions**



**EXHIBIT C**  
**Management Plan**

Objective:

Responsibilities:

Timetable: