



DEED RESTRICTION/COVENANT

WHEREAS, The Belt Railway Company of Chicago, hereinafter called the Grantor, is the owner in fee simple of certain real property, hereinafter called "Restricted Property," which property located between 97th Street and 103rd Street and between the Chicago & Western Indiana railroad tracks and the alley one-half block east of Van Vlissingen Avenue.

WHEREAS, the Restricted Property is a wetland under the regulatory jurisdiction of the Chicago District of the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344).

WHEREAS, the Grantor is the applicant for a Corps of Engineers permit, number 200100111, to place fill in wetlands other than that property called Restricted Property, hereinafter called "Other Wetlands", in accordance with plans which form a part of the U.S. Army Corps of Engineers permit number 200100111 and; the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetland pursuant to Section 404 of the Clean Water Act (33 USC 1344). Other Property is described as follows:

Common Location: Approximately 23.9 acres of property located in The Belt Railway Company's Clearing Yard, Bedford Park, Illinois.

Permanent Index Numbers: This property is not assigned permanent index numbers as it is railroad operating property.

Legal Description: **SEE EXHIBIT A**

WHEREAS, the Grantor and the U.S. Army Corps of Engineers have reached an agreement whereby the Grantor will be permitted to place fill in Other Wetlands in accordance with the terms and conditions of Corps of Engineers permit number 200100111 (**SEE EXHIBIT B**), and; that in consideration for the Grantor to place fill in Other Wetlands, the Grantor will mitigate the adverse environmental effects resulting from the placement of fill material in Other Wetlands by enhancing, enlarging, and/or creating wetlands per the approved wetland mitigation plan and establishing a buffer around said wetlands (if required by the Corps of Engineers), sixty-five acres of Restricted Property and dedicating that portion of the Restricted Property for the perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above mentioned permit.

Please Return to:

WHEREAS, a permit to place fill in Other Wetlands would not have been granted but for the dedication of the Restricted Property for environmental mitigation, and; which in 30 days of the receipt of this document from the U.S. Army Corps of Engineers, the Grantor shall submit to the U.S. Army Corps of Engineers a Recorder for Cook County, Illinois; and the Grantor specifically acknowledges as fact that said permit is issued in consideration for the execution and recording of this document and compliance with the covenants and deed restrictions herein.

NOW THEREFORE, the Grantor, for and in consideration of the facts recited above entered into the following covenants and deed restrictions on behalf of himself/herself, his/her heirs and assigns:

1. The U.S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right;
2. Employees of the U.S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic, and open condition and the right to enter Restricted Property at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or his heirs or assigns, is complying with the covenants and deed restrictions herein;
3. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no dredged or fill material placed on that portion of Restricted Property covered by the permit except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200100111.
4. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to: signs, billboards, other advertising material, or other structures placed on Restricted Property.
5. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no removal or destruction of trees or plants, mowing, draining, plowing, mining removal of topsoil, sand, rock, gravel, minerals or other material except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200100111 and the associated special conditions.
6. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200100111.
7. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no application of insecticides or herbicides except as specified by U.S. Army Corps of Engineers permit number 200100111.

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8. Without prior express written consent from the U.S. Army Corps of Engineers there shall be grazing or keeping of cattle, sheep, horses or other livestock.

9. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property.

10. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no utility lines placed overhead or within the Restricted Property, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines may remain, but any maintenance work requiring intrusion into the Restricted Property shall require prior authorization by the U.S. Army Corps of Engineers.

11. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Property. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures.

These land use restrictions and other terms of these deed restrictions and covenants may be altered or revoked only upon written application of the U.S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Illinois.

Except as expressly limited herein, the Grantor reserves for itself, all rights as owner of Restricted Property, including the right to use the property for all purposes not inconsistent with this grant.

The terms and conditions of these deed restrictions and covenants shall, as of the date of execution of this document, bind the Grantor to the extent of his legal and/or equitable interest in Restricted Property, and; these deed restrictions and covenants shall run with the land and be binding on the Grantor and its heirs and assigns forever.

The terms and conditions of these deed restrictions and covenants shall be both explicitly including in any transfer, conveyance, or incumbrance of Restricted Property or any part thereof, and; any instrument of transfer, conveyance or incumbrance affecting all or any part of Restricted Property shall set forth the terms and conditions of this document.

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IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its General Counsel and Secretary, and attested by its Director of Risk Management and Planning, this 24th day of August, 2001.

IMPRESS CORPORATE SEAL
(The Belt Railway Company of Chicago)

By: Timothy E. Coffey
Timothy E. Coffey, General Counsel and Secretary

ATTEST:

Royal Gelder
Royal Gelder, Director of Risk Management and Planning

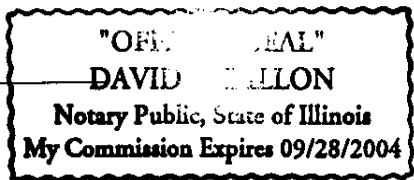
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State of Illinois, DO HEREBY CERTIFY, that Timothy E. Coffey, personally know to me to be the General Counsel and Secretary of the corporation, and Royal Gelder, personally known to me to be the Director of Risk Management and Planning of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority give 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.

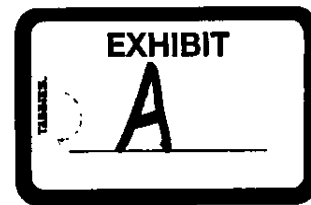
Given under my hand and official seal, this 24th day of August, 2001.

David C. Mellon
Notary Public

My Commission Expires: 9-29-04



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Property Located in Bedford Park, Illinois.

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EXHIBIT A

PERMANENT INDEX NUMBERS: No Permanent Index Numbers assigned to this property as property is listed as railroad operating property.

LEGAL DESCRIPTION:

A TRACT OF LAND COMPRISED OF A PART OF THE SOUTH EAST 1/4 OF SECTION 19 AND A PART OF THE SOUTH 1/2 OF SECTION 20, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 20, AT A POINT WHICH IS 31.00 FEET WEST FROM THE NORTH EAST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 20 AND RUNNING; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 1/2, A DISTANCE OF 5298.22 FEET TO THE NORTH WEST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 20 BEING ALSO THE NORTH EAST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 19; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 19, A DISTANCE OF 1274.99 FEET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 563.74 FEET TO A POINT ON A LINE WHICH IS 62.40 FEET SOUTH FROM AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 19, AND WHICH POINT IS 456.17 FEET EAST FROM THE NORTH EAST CORNER OF LOT 14 IN "BEDFORD INDUSTRIAL PARK", BEING A SUBDIVISION OF PARTS OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12 AND OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE SAID LAST DESCRIBED PARALLEL LINE, SAID DISTANCE OF 456.17 FEET TO THE NORTH EAST CORNER OF LOT 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 629.36 FEET TO A POINT WHICH IS 70.00 FEET NORTH OF THE SOUTH EAST CORNER OF SAID "BEDFORD INDUSTRIAL PARK SUB" THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 203.81 FEET, TO A POINT WHICH IS 689.20 FEET (MEASURED PERPENDICULARLY) SOUTH FROM SAID NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 19; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 47.44 FEET, TO A POINT WHICH IS 673.72 FEET (MEASURED PERPENDICULARLY) SOUTH FROM SAID NORTH LINE OF THE SOUTH EAST 1/4, AFORESAID; THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 187.84 FEET TO A POINT WHICH IS 671.19 FEET (MEASURED PERPENDICULARLY) SOUTH FROM SAID NORTH LINE OF THE SOUTH EAST 1/4, AFORESAID; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 86.44 FEET TO A POINT WHICH IS 685.09 FEET (MEASURED PERPENDICULARLY) SOUTH FROM SAID NORTH LINE OF THE SOUTH EAST 1/4, AFORESAID; THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE 974.79 FEET TO A POINT WHICH IS 672.45 FEET (MEASURED PERPENDICULARLY) SOUTH FROM SAID NORTH LINE OF THE SOUTH EAST 1/4, AFORESAID; THENCE EASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH, TANGENT WITH LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 3968.00 FEET, A DISTANCE OF 92.84 FEET; THENCE EASTWARDLY ALONG A STRAIGHT LINE, TANGENT WITH LAST DESCRIBED ARC OF A

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CIRCLE, A DISTANCE OF 703.49 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SOUTH EAST 1/4 OF SECTION 19, AT A POINT WHICH IS 679.70 FEET SOUTH (AS MEASURED ALONG SAID EAST LINE) FROM THE NORTH EAST CORNER, THEREOF; THENCE CONTINUING EASTWARDLY ALONG THE LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 389.28 FEET; THENCE EASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH, TANGENT WITH LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 4063.00 FEET, A DISTANCE OF 376.45 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, TANGENT WITH LAST DESCRIBED ARC OF A CIRCLE, A DISTANCE OF 1781.19 FEET TO A POINT WHICH IS 535.06 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE NORTH LINE OF SOUTH WEST 1/4 OF SAID SECTION 20; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH, TANGENT WITH LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 4134.00 FEET, A DISTANCE OF 268.91 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 2176.46 FEET TO A POINT WHICH IS 195.48 FEET (MEASURED PERPENDICULARLY) SOUTH FROM THE NORTH LINE OF THE SOUTH WEST 1/4 OF SECTION 20, AFORESAID; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, TANGENT WITH LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 666.20 FEET, A DISTANCE OF 370.09 FEET TO AN INTERSECTION WITH A LINE 31.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 20, AFORESAID, AND; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 46.28 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Cook County Clerk's Office



DEPARTMENT OF THE ARMY
PERMIT

Permittee: BELT RAILROAD COMPANY

Application No.: 200100111

Issuing Office: CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS

DEFINITIONS: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform the work in accordance with the terms and conditions specified below.

Project Description: Partial after-the-fact to Fill 23.9 Acres of Wetland at the Belt Railway Clearing Yard in Bedford Park, Cook County, Illinois. Filling 23.9 acres of wetland in conjunction with the donation and enhancement of the Van Vlissingen parcel which includes creation of 5 acres of wet prairie; enhance 30 acres of emergent marsh and 29 acres of wet prairie. The approved mitigation plan dated October, 2000, prepared by Hey and Associates, Inc.

Project Location: West of Central Avenue in Bedford Park, Cook County, Illinois (Sections 19,20, Township 38 North, Range 13 East).

Permit Conditions:

General Conditions

1. The time limit for completing the authorized work ends on December 31, 2006. If you find that you need more time to complete the authorized activity(s), submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions

of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being accomplished in accordance with the terms and conditions of your permit.

Special Conditions

1. This permit is based on all material submitted as part of application number 200100111. You must comply with all applicable regulations, and the Mitigation Requirements dated April 30, 1998, in carrying out this project. Failure to comply with the terms and conditions of this permit may result in suspension and revocation of your permit.

2. You shall insure that the Van Vlissingen site is protected through a permanent deed restriction(s). The deed restriction(s) must be recorded with the Registrar of Deeds or other appropriate office charged with the responsibility for maintaining records of title or interest in real property. Recordation of the deed restriction must occur before commencing work.

3. You shall record this authorization with the registrar of deeds or other appropriate office charged with the responsibility for maintaining records of title or interest in real property. Recordation of the authorization must occur before commencing work.

4. You shall provide a letter of commitment from the City of Chicago and a copy of the intergovernmental agreement with the State of Illinois for the Calumet area, committing the agencies to the mitigation plan which includes initiation mitigation work at Van Vlissingen no later than the year 2002.

5. You shall provide written notification to this office at least ten (10) days prior to the commencement of work indicating the start date and estimated end date of construction. Notification must also include:

- a. a copy of the final site/grading plans showing the remaining wetlands, created wetlands, adjacent upland buffers, and deed restricted areas for the mitigation site;
- b. a copy of the recorded deed restriction;
- c. a copy of the recorded authorization;
- d. letters of commitment from the City of Chicago and the intergovernmental agreement with the State of Illinois.

You may not commence work authorized herein until all of the above items have been received by this office.

6. The City of Chicago shall implement the creation of 6 acres of wet prairie and the enhancement of 59 acres of emergent marsh and wet prairie per the Project Mitigation Document dated October, 2000, prepared by Hey & Associates, Inc., concurrent with project construction. All created wetlands must meet performance criteria in accordance with the Chicago District Mitigation Guidelines and Requirements dated April 30, 1998.

7. Belt Railroad will transplant plants and sod from the higher quality areas of the Bedford Park impact site to the Van Vlissingen mitigation site before work starts at the Bedford Park project site.

8. The City of Chicago will comply with the Chicago District Mitigation Guidelines and Requirements dated April 30, 1998. Because of the existing nature of the mitigation site (Van Vlissingen Prairie) after two (2) years of monitoring, the mitigation reports will be evaluated and a determination will be made, by the District, if the guidelines and requirements need to be redetermined in order to meet the Districts requirements.

9. The City of Chicago shall install signs which identify the presence of Federally-protected wetlands and the prohibited activities in these areas. The signs shall be spaced every 200

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feet at the boundary of all adjacent upland buffers. The signs must be installed by December 30, 2002.

10. The City of Chicago shall provide an informational brochure to each property owner that surrounds the Van Vlissingen site concerning the importance of wetlands and the natural area, the entities (U.S. Army Corps of Engineers, State of Illinois, City of Chicago) with jurisdiction over the areas, the relevant rules and regulations, and the potential indirect impacts to the wetlands resulting from common land practices, such as the use of lawn fertilizers and chemicals.

11. The City of Chicago shall transfer the Van Vlissingen Prairie mitigation site area to the Illinois Department of Natural Resources, following the five-year maintenance and monitoring period and a determination by this office that all performance criteria have been met. You must ensure that the created wetlands are maintained and protected as a natural area in perpetuity.

12. The City of Chicago shall prepare and submit to this office and the Illinois Department of Natural Resources a long-term management plan for the created wetlands and adjacent upland buffers in the fifth year of the maintenance and monitoring period. The management plan must outline a maintenance strategy for enhancing the quality of Van Vlissingen Prairie.

13. The City of Chicago shall adhere to all soil erosion and sediment control measures in a serviceable condition throughout the duration of the project.

14. The City of Chicago shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project. Conditions of the certification are conditions of this authorization.

15. The City of Chicago shall ensure that any wetland areas created or preserved as mitigation shall not be made subject of a future Department of the Army application, except for the purposes of enhancing or restoring the mitigation area associated with this authorization as approved by this office.

16. Belt Railroad and the City of Chicago are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.

17. Belt Railroad and the City of Chicago shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this

authorization. You must receive approval from this office before work affected by the proposed modification is performed.

18. Belt Railroad and the City of Chicago shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this Authorization.

a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on the behalf of the United States in the public interest.

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c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modifications, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in the reliance on the information you provided.

5. Reevaluation of Permit Decision. The office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 established a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

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Your signature below, as a permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Timothy E. Coffey
PERMITTEE
Belt Railroad Company of Chicago
Attention: Mr. Tim Coffey
6900 South Central Avenue
Chicago, Illinois 60638

8/21/01
DATE

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Ariana Amberly
OFF-SITE MITIGATION SPONSOR
City of Chicago
Department of Planning and Development

8/20/01
DATE

Mitchell A. Roncoli

FOR AND ON BEHALF OF
Mark A. Roncoli
Colonel, U.S. Army
District Engineer

22 Aug 01
DATE

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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEEE

DATE

ADDRESS

TELEPHONE

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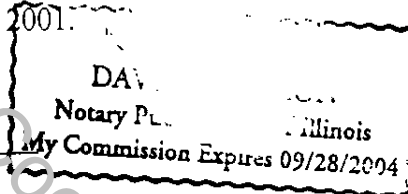
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire or hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire or hold title to real estate under the laws of the State of Illinois.

Dated: August 24, 2001 Signature: Timothy E. Coffey
Grantor, The Belt Railway Company of Chicago

SUBSCRIBED AND SWORN to before
me this 24th of August, 2001.

David C. Dillon
Notary Public

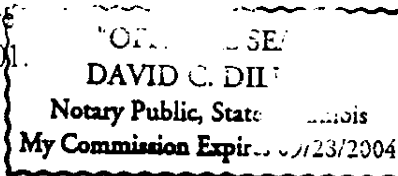


The grantor or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire or hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire or hold title to real estate under the laws of the State of Illinois.

Dated: 8-24-01 Signature: Jeff W. Brown General
Grantee, Corporation for Open Lands Course

SUBSCRIBED AND SWORN to before
me this 24th of August, 2001.

David C. Dillon
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Estate Transfer Tax Act.]