



**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 is described as follows:

Common Location: Vacant, unimproved land located between 97<sup>th</sup> Street and 103<sup>rd</sup> Street and between the Chicago & Western Indiana railroad tracks and the alley one-half block east of Van Vlissingen Avenue

Permanent Index Numbers: 25-12-100-023-0000  
25-12-400-006-0000  
25-12-400-007-0000

Legal Description: **SEE EXHIBIT A**

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, (**SEE EXHIBIT B**) 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).

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, 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.

13

Please Return to:

Dillon & Nash, Ltd.  
111 W. Washington St., #719  
Chicago, IL 60602

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. *the aforesaid 65 acres of  
Ad*
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

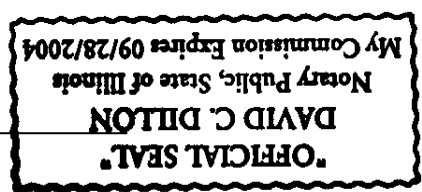
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

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. Dillon  
Notary Public

My Commission Expires: 9/28/04



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## LEGAL DESCRIPTION

Permanent Index Numbers: 25-12-100-023-0000  
25-12-400-006-0000  
25-12-400-007-0000

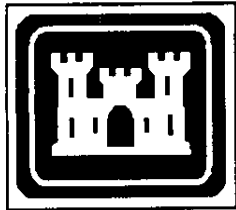
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THAT PART OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, LYING NORTHEASTERLY OF A LINE 59.00 FEET NORTHEASTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ORIGINAL 66-FOOT RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY AND SOUTHWESTERLY OF A LINE 1200.00 FEET NORTHEASTERLY FROM AND PARALLEL WITH SAID NORTHEASTERLY RIGHT OF WAY LINE, WHICH PART IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF THE NORTH 50.00 FEET OF SECTION 12 AFORESAID, AT THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE AFORESAID LINE WHICH IS 1200.00 FEET NORTHEASTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ORIGINAL 66-FOOT RIGHT OF WAY, AND RUNNING THENCE SOUTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 1224.31 FEET TO THE POINT OF BEGINNING FOR THAT PART OF SECTION 12 HEREINAFTER DESCRIBED; THENCE SOUTHWESTWARDLY ALONG A LINE WHICH IS PERPENDICULAR TO SAID LAST DESCRIBED COURSE, BEING THE SOUTHEASTERLY LINE OF THE LAND CONVEYED BY DEED RECORDED MARCH 16, 1979, AS DOCUMENT NO. 24881682, A DISTANCE OF 537.50 FEET, TO THE SOUTHERLY CORNER OF THE LAND SO CONVEYED; THENCE SOUTHEASTWARDLY ALONG A LINE WHICH IS 662.50 FEET NORTHEASTERLY FROM AND PARALLEL WITH SAID NORTHEASTERLY LINE OF THE ORIGINAL 66-FOOT RIGHT OF WAY, A DISTANCE OF 190.36 FEET; THENCE SOUTHWESTWARDLY ALONG A LINE WHICH IS PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 563.50 FEET TO A POINT WHICH IS 99.00 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID PERPENDICULAR LINE WITH THE NORTHEASTERLY LINE OF THE ORIGINAL 66-FOOT RIGHT OF WAY; THENCE SOUTHEASTWARDLY ALONG A LINE WHICH IS 99.00 FEET NORTHEASTERLY FROM AND PARALLEL WITH SAID NORTHEASTERLY LINE OF THE ORIGINAL 66-FOOT RIGHT OF WAY, A DISTANCE OF 182.87 FEET; THENCE SOUTHWESTWARDLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 40.00 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 59.00 FEET NORTHEASTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ORIGINAL 66-FOOT RIGHT OF WAY; THENCE SOUTHEASTWARDLY ALONG SAID LINE WHICH IS 59.00 FEET NORTHEASTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ORIGINAL 66-FOOT RIGHT OF WAY, A DISTANCE OF 3842.16 FEET TO AN INTERSECTION WITH THE NORTH LINE OF EAST 103<sup>RD</sup> STREET, BEING A LINE WHICH IS 67.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12; THENCE EAST ALONG SAID NORTH LINE OF EAST 103<sup>RD</sup> STREET, AS DEDICATED BY DOCUMENT NO. 5750939 RECORDED NOVEMBER 12, 1915, A DISTANCE OF 1358.37 FEET TO AN INTERSECTION WITH THE AFORESAID LINE WHICH IS 1200.00 FEET NORTHEASTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE ORIGINAL 66-FOOT RIGHT OF WAY, AND THENCE NORTHWESTWARDLY ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 4952.47 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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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 6 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

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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.

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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



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

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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.

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.

Arina Amberger

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

Property of Cook County Clerk's Office