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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 03/23/2004 12:19 PM Pg: 1 of 5

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431
(847) 330-2400

PINS: 06-22-100 021

ABOVE SPACE FOR RECORDER'S USE ONLY

05919\145\0002

07/28/03

DEED RESTRICTION

Re: Creekside

WHEREAS, Suncrest, L.L.C., hereinafter called the Grantor, is the owner in fee simple title to the real estate which is legally describe in Exhibit A hereto (the "Creekside Property").

WHEREAS, portions of the Creekside Property are designated on Exhibit A hereto and are hereinafter referred to as "Restricted Property"

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 200000581, to place fill in wetlands other than that property defined herein as Restricted Property, hereinafter called "other wetlands", in accordance with plans which form a part of the U.S. Army Corps of Engineers permit number 200000581; 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 200000581; 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 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), which when completed will be what is described as the Restricted Property and dedicating the realty described as Restricted

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Property for the perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above mentioned permit.

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 certified copy of this document, as recorded in the office of the County 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 covenants and deed restrictions herein.

NOW THEREFORE, the Grantor, for and in consideration of the facts recited above enters 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 the Restricted Property at all reasonable times for the purpose of inspecting the Restricted Property to determine if the Grantor, or its 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 the Restricted Property except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 200000581.
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, razing, 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 200000581 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 200000581.

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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 200000581.

8. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no grazing or keeping of cattle, sheep, horses or other livestock on the Restricted Property.

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.

12. These land use restrictions and other terms of these deed restrictions and covenants may be changed, modified or revoked only upon written approval 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.

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

14. 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 its 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.

15. The terms and conditions of these deed restrictions and covenants shall be both explicitly included 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 name to be signed to these presents by the President of its manager, and attested to by the Secretary of its manager, this 27th day of February, 2004.

DECLARANT:

SUNCREST, L.L.C., an Illinois limited liability company

By: The Kirk Corporation, its manager

By: [Signature]
John P. Carroll, President

ATTEST:

By: [Signature]
Michael Albach, Secretary

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that John P. Carroll and Michael Albach, the President and Secretary, respectively of The Kirk Corporation, which is the managing member of Suncrest, L.L.C. appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of The Kirk Corporation, as managing member of Suncrest, L.L.C.

GIVEN under my hand and Notarial Seal this 27th day of February, 2004.



[Signature]
Notary Public

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EXHIBIT A

CREEKSIDE PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 01 DEGREES 06 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1992.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 06 MINUTES 01 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 697.72 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 43 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER AS STAKED AND OCCUPIED, SAID LINE ALSO BEING THE NORTH LINE OF OAK KNOLL FARMS UNIT 8-C RECORDED AS DOCUMENT NO. 90150262, A DISTANCE OF 1308.23 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 55 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 427.49 FEET; THENCE NORTH 81 DEGREES 57 MINUTES 42 SECONDS WEST, A DISTANCE OF 475.92 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 08 SECONDS EAST, A DISTANCE OF 540.31 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 20 SECONDS EAST, A DISTANCE OF 172.43 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 00 SECONDS WEST, A DISTANCE OF 328.76 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 55 SECONDS EAST, A DISTANCE OF 1609.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RESTRICTED PROPERTY:

OUTLOT'S A, C AND D IN CREEKSIDE, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 2003 AS DOCUMENT NO. 0320410041 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 2, 2003 AS DOCUMENT NO. 0327518050, IN COOK COUNTY ILLINOIS.