



Doc#: 0700839102 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/08/2007 03:13 PM Pg: 1 of 5

DEED RESTRICTION/COVENANT

WHEREAS, Danny Hammond, hereinafter called the Grantor, is the owner in fee simple of certain real property, hereinafter called "Restricted Property,"

which property is described as follows:

See Legal Description attached as Exhibit A.

P.I.N.	32 ³²	32-34-105-008	32-34-105-013
		32-34-105-009	32-34-105-014
		32-34-105-010	32-34-105-015
			32-34-105-016
			32-34-105-017

(meets and bounds)

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 and the U.S. Army Corps of Engineers have reached an agreement to settle an enforcement action brought by the United States under the Clean Water Act;

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 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

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be no dredged or fill material placed on Restricted Property;

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 and, rock, gravel, minerals or other material.

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.

7. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no application of insecticides or herbicides.

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.

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 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.

Except as expressly limited herein, the Grantor reserves for him/herself, his/her heirs and assigns, all rights as owner of Restricted Property, including the right to use the property for all

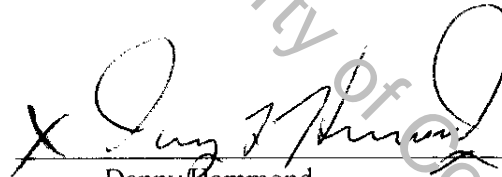
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purposes not inconsistent with this grant.

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 his heirs and assigns forever.

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.

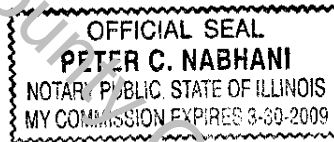
IN WITNESS WHEREOF, said Grantor has signed his name below:

X 

Danny Hammond

State of Illinois

County of Cook





Given under my hand and official seal, this day of , A.D. 19 .

NOTARY PUBLIC

My Commission expires , 19__

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Legal Description:

9984-014W

That part of Block 2 in Cape Cod Village, being a subdivision of Part of the West half of Northwest Quarter of Section 34, Township 35 North, Range 14 East of the Third Principal Meridian, according to the plat there of recorded November 4, 1943 as Document No. 13171642 in Cook County, Illinois, described as follows:

Beginning at the Northeast Corner of Lot 17 in said Block 2 of Cap Cod Village; thence South 00 degrees 12 minutes 47 seconds East 361.83 feet along the East line of said Block 2 in Cape Cod Village; thence South 61 degrees 45 minutes 07 seconds West 107.49 feet; thence South 44 degrees 11 minutes 16 seconds West 34.63 feet; thence South 66 degrees 01 minutes 52 seconds West 63.07 feet; thence North 46 degrees 44 minutes 18 seconds West 102.15 feet; thence North 33 degrees 17 minutes 10 seconds West 85.08 feet; thence North 85 degrees 18 minutes 36 seconds West 39.08 feet; thence North 59 degrees 15 minutes 37 seconds West 69.90 feet; thence North 18 degrees 31 minutes 58 seconds West 73.44 feet; thence North 16 degrees 33 minutes 54 seconds West 57.94 feet; thence North 10 degrees 35 minutes 13 seconds West 66.88 feet; thence North 03 degrees 59 minutes 40 seconds East 19.51 feet; thence North 68 degrees 56 minutes 54 seconds East 24.39 feet; thence South 89 degrees 57 minutes 41 seconds East 101.34 feet; thence North 79 degrees 26 minutes 05 seconds East 109.81 feet; thence North 68 degrees 39 minutes 03 seconds East 41.85 feet to the North line of said to Block 2 in Cape Cod Village; thence South 89 degrees 58 minutes 19 seconds East 183.53 feet along the North line of said Block 2 to the Point of Beginning.

Cook County Clerk's Office

