



Doc#: 0722815170 Fee: \$190.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/16/2007 03:06 PM Pg: 1 of 38

**EASEMENT AND RESTRICTIVE  
COVENANT AGREEMENT**

THIS EASEMENT AND RESTRICTIVE COVENANT AGREEMENT (the "Agreement") is made on this 5th day of July, 2007, by and between Peace Memorial Ministries, doing business as Peace Village ("Peace Village"), an Illinois not-for-profit corporation, and Farmingdale Development Company, ("Farmingdale"), an Illinois corporation.

**Above Space for Recorder's Use Only**

**RECITALS**

WHEREAS, Peace Village is the fee simple owner of that certain parcel of real property commonly known as 10300 Village Circle Drive in Palos Park, Illinois, and having the legal description attached hereto and incorporated herein as **Exhibit A** (the "Peace Village Parcel") and as delineated on the plat of survey attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, Farmingdale has an ownership interest in that certain parcel of real property located immediately adjacent to the northeast boundary of the Peace Village Parcel and having the legal description attached hereto and incorporated herein as **Exhibit C** (the "Farmingdale Parcel"), consisting of eighty-six (86) single family residential lots (the "Lots"); and

WHEREAS, there is a detention and wetland conservation easement area (the "Detention Area") located on the Peace Village Parcel, as delineated on **Exhibit B** hereto; and

WHEREAS, Farmingdale plans to construct approximately eighty-five (85) single family residences upon the Farmingdale Parcel; and

WHEREAS, Peace Village wishes to grant and Farmingdale wishes to obtain an easement for purposes of constructing and maintaining certain pipes, mains, connectors, spillways, drains,

**This instrument was prepared by  
and after recording mail to:**

Timothy G. Lawler  
**Sosin Lawler & Arnold, Ltd.**  
11800 S. 75<sup>th</sup> Avenue, Suite 300  
Palos Heights, IL 60463

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grates, culverts, ditches and other storm water drainage infrastructure (collectively the “**Improvements**”) running from the Farmingdale Parcel to the Detention Area pursuant to those certain engineering plans prepared by Burke Engineering Corporation dated December 8, 2005, as revised through June 5, 2007, along with all subsequent revisions (the “**Plans**”), which are attached hereto and incorporated herein as **Exhibit D**; and

**WHEREAS**, Peace Village wishes to grant and Farmingdale wishes to obtain an easement to use the Detention Area for the purposes of diverting and storing storm water runoff and drainage from the Farmingdale Parcel via the Improvements; and

**WHEREAS**, the parties desire to enter into this Agreement for the purpose of establishing certain easements and covenants benefiting and burdening the Peace Village Parcel and the Farmingdale Parcel.

**NOW, THEREFORE**, incorporating the foregoing recitals of facts and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. **Grant of Easements**

**1.1 Detention Area and Drainage Easements.** Peace Village hereby declares, grants and conveys unto Farmingdale, its successors and assigns (for the benefit of and as an appurtenance to the Farmingdale Parcel):

(1) a perpetual, but non-exclusive easement (the “**Detention Area Easement**”) to store storm water drainage and run off from the Farmingdale Parcel in the Detention Area, as delineated in **Exhibit B** hereto; and

(2) a perpetual, but non-exclusive easement (the “**Drainage Easement**”) to run storm water drainage and run off through, over and across the Peace Village Parcel via the Improvements located and constructed in accordance with the Plans shown on **Exhibit D** hereto.

The Drainage Easement and the Detention Area Easement shall commence upon the substantial completion of construction of the Improvements by Farmingdale or its authorized contractor.

**1.2 Temporary Construction Easement.** Peace Village hereby declares, grants and conveys unto Farmingdale, its successors and assigns (for the benefit of and as an appurtenance to the Farmingdale Parcel), a temporary, non-exclusive easement (the “**Temporary Construction Easement**”) over, under, upon, along, through and across the Peace Village Parcel for purposes of: (i) constructing and installing the Improvements; and (ii) the temporary storage of excavated earth and construction equipment in the ordinary course of construction upon the Peace Village Parcel to the extent permitted by Cook County (the “**County**”). The temporary construction easement set forth in this **Section 1.2** shall commence as of the date hereof and shall terminate as of the substantial completion of the Improvements by Farmingdale or its authorized contractor. Prior to commencement of construction, Farmingdale shall furnish a landscape and restoration plan to Peace Village detailing the appearance of the Improvements and the Detention Area following the completion of construction of the Improvements. Such landscape and restoration plan shall be

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subject to the reasonable approval of Peace Village. Farmingdale shall exercise its rights granted pursuant to this **Section 1.2** in a manner so as to avoid interference with any activities being conducted by Peace Village.

**1.3 Maintenance Easement.** Peace Village hereby declares, grants and conveys unto Farmingdale, its successors and assigns (for the benefit of and as an appurtenance to the Farmingdale Parcel), a perpetual, non-exclusive easement (the "**Maintenance Easement**") over, under, upon, along, through and across the Peace Village Parcel for purposes of accessing, maintaining, replacing, repairing or renewing the Improvements. Farmingdale shall have the right to bring construction equipment, vehicles and materials into the Maintenance Easement for the purposes stated herein. The Maintenance Easement shall commence as of the substantial completion of the Improvements by Farmingdale or its authorized contractor.

**2. Restriction on Use of Easements.** In no event may any of the easements created herein be used for any purposes not expressly set forth herein. In the event that any of the easements created herein are used for purposes inconsistent with the purpose of each easement as set forth in **Section 1**, Peace Village, having no adequate remedy at law, shall have the right to seek declaratory or injunctive relief or specific performance to enforce the terms hereof.

**3. Fencing.** Any fencing constructed or installed upon the Lots and/or other parts of the Farmingdale Parcel bordering the Detention Area shall be uniform and consist of wrought iron style of fencing and stand at least five (5) feet in height. Said fencing shall be similar in nature to the fencing required and installed in Farmingdale's Brittany Glen subdivision on 131<sup>st</sup> Street. In the event that Farmingdale fails to abide by the terms of this **Section 3**, Peace Village, having no adequate remedy at law, shall have the right to seek injunctive relief and/or specific performance to enforce the terms hereof.

**4. Maintenance of Detention Area and Water Mains**

**4.1 Maintenance of Detention Area.** Upon the commencement of the Detention Area Easement, Peace Village shall be responsible for the repair, maintenance and replacement of the Detention Area (the "**Detention Area Maintenance**"), with the right to receive proportionate reimbursement of Detention Area Maintenance Costs (as that term is hereinafter defined) from Farmingdale, pursuant to **Section 4.3** hereof; provided, however, that Farmingdale shall furnish and maintain, at its sole cost and expense, an aerator for that part of the Detention Area delineated on the Plans as the "**Upper Basin**", subject to the reasonable approval of Peace Village. For the purposes of this Agreement, the aerator shall be considered to be one of the Improvements.

**4.2 Maintenance of Improvements.** Throughout the term of this Agreement, Farmingdale shall be solely responsible for the repair, maintenance and replacement of the Improvements. Farmingdale shall perform such activities in a manner consistent with maintenance standards and practices of the County and the Metropolitan Water Reclamation District (the "**MWRD**"). This **Section 4.2** shall be inapplicable in the event and to the extent the Improvements are dedicated to the County or any successor municipalities and the municipalities or the County assumes sole responsibility to repair, maintain and/or replace the Improvements.

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**4.3 Detention Area Maintenance Costs Reimbursement.** Throughout the term of this Agreement, Farmingdale shall reimburse Peace Village for any and all costs (including wetland plantings, if any) associated with the Detention Area Maintenance (the “**Detention Area Maintenance Costs**”) on a proportionate basis. Farmingdale’s proportionate share (the “**Proportionate Share**”) of the Detention Area Maintenance Costs shall be equal to Forty-Eight Percent (48%) of the total Detention Area Maintenance Costs. Peace Village shall estimate the total Detention Area Maintenance Costs in advance on an annual basis and furnish said estimate to Farmingdale. Farmingdale shall pay its Proportionate Share of the Detention Area Maintenance Costs to Peace Village on a quarterly basis, subject to an annual reconciliation of the estimated Detention Area Maintenance Costs and actual Detention Area Maintenance Costs.

**4.4 Default on Maintenance Obligations or Payments.** In the event that either Peace Village or Farmingdale, as the case may be (the “**Defaulting Party**”), fails to perform its maintenance, repair or replacement obligations or defaults on the payment of any sum due under this **Section 4**, the other party (the “**Requesting Party**”) may provide written notice to the Defaulting Party alleging the existence of such default or failure. If the Defaulting Party fails to rectify such default or failure within fourteen (14) days after its receipt of such notice, then the Requesting Party may (but shall not be obligated to) perform such repair, maintenance or replacement activities on behalf of the Defaulting Party or pay such sums at the Defaulting Party’s expense. The Defaulting Party shall be obligated to reimburse the Requesting Party for any reasonable costs incurred in such activities. The Requesting Party shall have the right to reasonably enter upon the Defaulting Party’s property to perform any such repair, maintenance or replacement activities, but only upon reasonable advance notice to the Defaulting Party and only to the extent reasonably necessary for the purpose of performing such repair, maintenance or replacement activities. In any instance in which a Requesting Party exercises the right granted under this **Section 4.4**, it shall exercise such right with due care and diligence, so as to complete the required repair, maintenance or replacement in an expeditious and workmanlike manner. If a Defaulting Party fails to pay any reasonable third party costs incurred by a Requesting Party to perform any maintenance, replacement or repair obligations on behalf of the Defaulting Party (the “**Self-Help Expenses**”), the Defaulting Party shall have a period of thirty (30) days to reimburse such amounts to the Requesting Party. In the event Peace Village or Farmingdale fails to timely pay any Detention Area Maintenance Costs, Self-Help Expenses or Damage Expenses (as that term is hereinafter defined) properly owing to the other party, the delinquent sum (the “**Delinquent Payment**”) shall bear interest at the rate of ten (10%) percent per annum (the “**Default Interest Rate**”). Additionally, the amount of any Delinquent Payment shall become a lien upon the Peace Village Parcel or the Farmingdale Parcel, as the case may be, to be enforced with interest at the Default Interest Rate, together with costs and reasonable attorneys’ fees, in the same manner as a mortgage upon real property pursuant to provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 *et. seq.*) along with any other remedy at law.

**5. Damage to Parcels.** If Farmingdale causes any damage to the Detention Area or any other part of the Peace Village Parcel, other than normal wear and tear, Farmingdale shall reimburse Peace Village for any reasonable costs and expenses incurred by Peace Village to repair or replace the damaged area (the “**Damage Expenses**”). If Peace Village causes any damage to Farmingdale Parcel, other than normal wear and tear, Peace Village shall reimburse Farmingdale for any reasonable Damage Expenses incurred to repair or replace such damaged area.



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6. **Insurance.** Each of Farmingdale and Peace Village shall at all times maintain commercial general liability insurance covering their respective parcels with minimum coverage liability limits of at least One Million and 00/100 Dollars (\$1,000,000.00). Prior to commencing any construction activities on the Peace Village Parcel, Farmingdale and Peace Village shall provide certificates evidencing such insurance and identifying the other party as an additional insured on such insurance policies, which policies and/or certificates shall prohibit their cancellation without at least thirty (30) days prior written notice to the other party. Farmingdale, or its authorized contractor, shall name Peace Village as an additional insured on its applicable workman's compensation insurance policies.

7. **Indemnity.** Farmingdale agrees to and hereby does defend, indemnify and hold harmless Peace Village, and its successors, assigns, officers, directors, agents, employees, residents, licensees and invitees from and against any and all claims, costs, expenses (including, without limitation, reasonable attorneys' fees), damages, liabilities, suits, actions or proceedings (collectively the "Losses") that Peace Village may suffer or incur as a result of: (i) any damage to property or injury or death of persons resulting from the construction, maintenance, repair or replacement of the Improvements permitted by this Agreement; (ii) any intentional or negligent misconduct or omission by Farmingdale or its successors, assigns, agents, employees or contractors made or done in the course of their activities on the Peace Village Parcel; and (iii) any proceedings or enforcement actions brought by any governmental unit or public body in connection with the construction, maintenance, repair or replacement of the Improvements or Farmingdale's use of the Detention Area Easement, the Drainage Easement or the Maintenance Easement.

8. **Standards for Performance.** Each of Farmingdale and Peace Village shall perform any act of construction, maintenance, repair or replacement to be performed under this Agreement: (i) in a good, substantial and workmanlike manner, free from faults and defects pursuant to sound engineering practices, and in compliance with all then-applicable laws and ordinances; and (ii) in a manner so as to avoid and prevent interference with the development, ownership and operation of the Peace Village Parcel and the Farmingdale Parcel, as the case may be.

9. **Other Agreements Affecting Parcels.** The parties agree that this Agreement shall be subject to that certain Declaration of Detention and Wetland Conservation Easement (the "**Conservation Easement**") made by Peace Memorial Ministries on October 29, 1997, and recorded with the Cook County Recorder of Deeds on November 14, 1997, as Document Number 97824022. In the event of any conflict between the terms of the Conservation Easement and the terms of this Agreement, the terms of the Conservation Easement shall govern. Farmingdale shall incorporate this Agreement by reference into any declaration of covenants, conditions and/or restrictions applicable to all or any part of the Farmingdale Parcel (collectively the "**Declarations**") and shall attach this Agreement as an exhibit to those Declarations. Any such Declarations made by Farmingdale shall include provisions stating that: (i) the any homeowners' association or other organization created by the Declarations shall assume and be liable for Farmingdale's Proportionate Share of the annual Detention Area Maintenance Costs; and (ii) any fencing must be constructed or installed in accordance with **Section 3** hereof. In the event of any conflict between the terms of this Agreement and the terms of the Declarations, the terms of this Agreement shall govern.

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## 10. Miscellaneous.

**10.1 Amendment, Modification and Termination.** This Agreement may be amended, modified, or terminated at any time by a written agreement, executed and acknowledged by both of the parties hereto, and, recorded against each of the Farmingdale Parcel and the Peace Village Parcel. This Agreement shall not be otherwise amended, modified or terminated.

**10.2 Assignment.** This Agreement shall not be assignable by either party except upon the prior written consent of the other party; provided, however, that Farmingdale may assign this Agreement to any homeowners' association or other organization created in accordance with the Declarations. Any such prior written consent required by this **Section 10.2** shall not be unreasonably withheld.

**10.3 Validity.** If any provision of this Agreement or portion thereof, shall be held invalid, inoperative or unenforceable, to any extent, the remainder of this Agreement shall not be affected thereby, and shall remain valid and enforceable to the fullest extent permitted by law.

**10.4 Notices.** All notices and communications required, necessary or desired to be given pursuant to this Agreement, including, without limitation, a change of address for purposes of such notices and communication, shall be in writing and shall be deemed given and received upon personal delivery (which shall include delivery by commercial overnight courier) or three (3) days after deposit in the United States Mail, regular and certified mail, return receipt requested, postage prepaid.

Peace Village:           Peace Memorial Ministries  
10300 Village Circle Drive  
Palos Park, Illinois 60464  
Attn: Executive Director

Farmingdale:           Farmingdale Development Company  
6280 Joliet Road  
Countryside, Illinois 60525  
Attn: President

**10.5 Governing Law and Jurisdiction.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Illinois. The Circuit Court of Cook County shall be the exclusive jurisdiction and venue for all claims, lawsuits or proceedings arising out or related to this Agreement.

**10.6 Binding Effect.** All the terms, conditions and provisions of this Agreement shall be appurtenant to, and shall run with, each of the Peace Village Parcel and the Farmingdale Parcel and shall be binding upon and inure to the benefit of each party and its respective successors, successors-in-title, assigns and occupants. For purposes of this Agreement, Peace Village shall mean Peace Village or its successors and assigns to the extent Peace Village has conveyed the Peace Village Parcel; and Farmingdale shall mean Farmingdale or its successors or assigns to the extent Farmingdale has conveyed all or part of the Farmingdale Parcel. Each party and its respective successors-in-title shall be liable for the performance of its respective obligations

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hereunder only during its respective period of ownership. Each party shall use reasonable, good faith, and diligent efforts to cause their respective agents and employees and occupants to comply with the provisions of this Agreement. Upon the sale or other transfer of all of the Peace Village Parcel or the Farmingdale Parcel, as the case may be, to an unrelated third party or third parties, the transferring party shall be released from any and all liabilities, obligations and duties from and after the date of such sale or transfer. Any such transferee or transferees shall be deemed to have assumed all obligations and duties hereunder.

**10.7 Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, or otherwise, between the parties not embodied herein shall be of any force or effect.

**10.8 Time.** Time is of the essence of this Agreement.

**10.9 No Waiver.** The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies that such party may have under this Agreement, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

**10.10 Attorneys' Fees.** Except as otherwise provided for herein, the prevailing party in any suit, action or proceeding to enforce the terms of this Agreement shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party in such suit, action or proceeding.

**10.11 Recording Costs.** Farmingdale shall pay all costs associated with recording this Agreement with the Cook County Recorder of Deeds.


**[Remainder of Page Intentionally Left Blank]**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

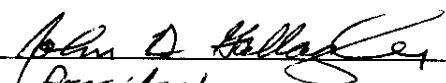
**PEACE VILLAGE:**

**PEACE MEMORIAL MINISTRIES D/B/A PEACE VILLAGE**, an Illinois not-for-profit corporation,

By:   
Its: CEO/Exec. Director

**FARMINGDALE:**

**FARMINGDALE DEVELOPMENT COMPANY**, an Illinois corporation,

By:   
Its: President

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STATE OF Illinois

COUNTY OF Cook

SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Daniel Johnson personally known to me to be the CEO/Exec. Dir. of Peace Memorial Ministries, an Illinois not-for-profit corporation, and 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 severally acknowledged that as such CEO/Exec. Dir. he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said not-for-profit corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27<sup>th</sup> day of July, 2007.



Shirley J Jezewski  
Notary Public

My Commission Expires: 3/29/2008

Cook County Clerk's Office



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## EXHIBIT A

PARCEL 1 (EXCEPT FOR THOSE PORTIONS DEDICATED AS 104<sup>TH</sup> AVENUE AND 130<sup>TH</sup> STREET) IN PEACE MEMORIAL VILLAGE (A PLANNED UNIT DEVELOPMENT) OF THE WEST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 175.00 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID WEST 1/2 OF THE NORTHWEST 1/4) ALSO (EXCEPT THE NORTH 165.00 FEET OF THE WEST 264.00 FEET OF SAID WEST 1/2 OF THE NORTHWEST 1/4) ALL IN SECTION 33, TOWNSHIP 37 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1987 AS DOCUMENT NO. 87148085, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 23-33-100-013-0000

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## EXHIBIT C

LOTS 1-87, INCLUSIVE, OF PARCEL 2 (EXCEPT FOR THOSE PORTIONS DEDICATED AS 104<sup>TH</sup> AVENUE AND 130<sup>TH</sup> STREET) IN PEACE MEMORIAL VILLAGE (A PLANNED UNIT DEVELOPMENT) OF THE WEST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 175.00 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID WEST 1/2 OF THE NORTHWEST 1/4) ALSO (EXCEPT THE NORTH 165.00 FEET OF THE WEST 264.00 FEET OF SAID WEST 1/2 OF THE NORTHWEST 1/4) ALL IN SECTION 33, TOWNSHIP 37 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1987 AS DOCUMENT NO. 87148085, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers: 23-33-110-001-0000 through and inclusive of 23-33-110-034-0000; 23-33-111-001-0000 through and inclusive of 23-33-111-024-0000; and 23-33-112-001-0000 through and inclusive of 23-33-112-029-0000

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**OVERSIZE**

**EXHIBIT  
FORWARD  
TO PLAT COUNTER  
FOR SCANNING**

RECORDED DATE \_\_\_\_\_

CASHIER # / NAME \_\_\_\_\_