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Doc#: 1032233102 Fee: \$86.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/18/2010 11:26 AM Pg: 1 of 9

CTIC
8829709

Canon

Property of Cook County Clerk's Office

THIS DEED RESTRICTION/COVENANT HAS BEEN RE-RECORDED TO GIVE PUBLIC NOTICE THAT THE DESCRIPTION OF THE PROPERTY ENCUMBERED BY DOCUMENT RECORDED JUNE 30, 1998 AS DOCUMENT 98558880 WAS IN ERROR AND IS HEREBY CORRECTED. THE CORRECT DESCRIPTION AND PLAT THEREOF ARE AFFIXED HRERTO.

After recording, please return to:
Gallagher & Henry
6280 Joliet Road
Countryside, Illinois 60525

PIN: 27-06-203-001-0000

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P ✓
S ✓
SC ✓
INT ✓

BOX 333-CT

UNOFFICIAL COPY 137th Street and Wolf Road

DEED RESTRICTION/COVENANT

98558880

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WHEREAS, Standard Bank and Trust Company as trustee under trust agreement dated April 18, 1966 aka Trust 2860 of Hickory Hills, Illinois, hereinafter called the Grantor, is the owner in fee simple of certain real property, hereinafter called "Restricted Property", which property is described on Exhibit A hereto.

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 (33USC 1344).

WHEREAS, the Grantor is the applicant for a Corps of Engineers permit number 006149002 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 006149002 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 006149002, and; that in consideration for the Grantor place filling 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 creating wetlands which when completed will be what is described as the Restricted Property and dedicating the realty described as 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.

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 of the execution and recording of this document and compliance with the covenants and deed restrictions herein.

After recording, please return to:
Prepared
 Gallagher & Henry
 6280 Joliet Road
 Countryside, Illinois 60525

BOX 333-CTI

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NOW THEREFORE, the Grantor, for and in consideration of the facts recited above enters into the following covenants and deed restrictions on behalf of itself and its 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 its 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 Restricted Property except as necessary for completion of mitigation as provided pursuant to the U.S. Army Corps of Engineers permit number 006149002.
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 006149002 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 006149002.
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 006149002.

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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 not 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. Except as necessary for completion of mitigation as provided in permit 006149002 and 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 or 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 itself and its assigns, all rights as owner of Restricted Property, including the right to use the property for all purposes not prohibited by 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 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. Grantor shall not, however, be liable for violations of the foregoing restrictions by others, including heirs and assigns, if such violations were committed without Grantor's authorization.

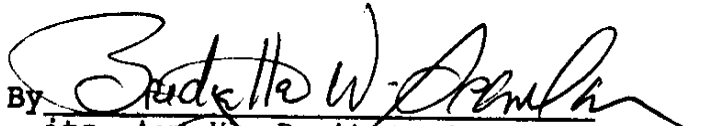
The terms and conditions of these deed restrictions shall be both explicitly included in any transfer, conveyance, or incumbrance of the Restricted Property or any part thereof, and; any instrument of transfer, conveyance, or incumbrance affecting all or any part of Restricted Property shall set forth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

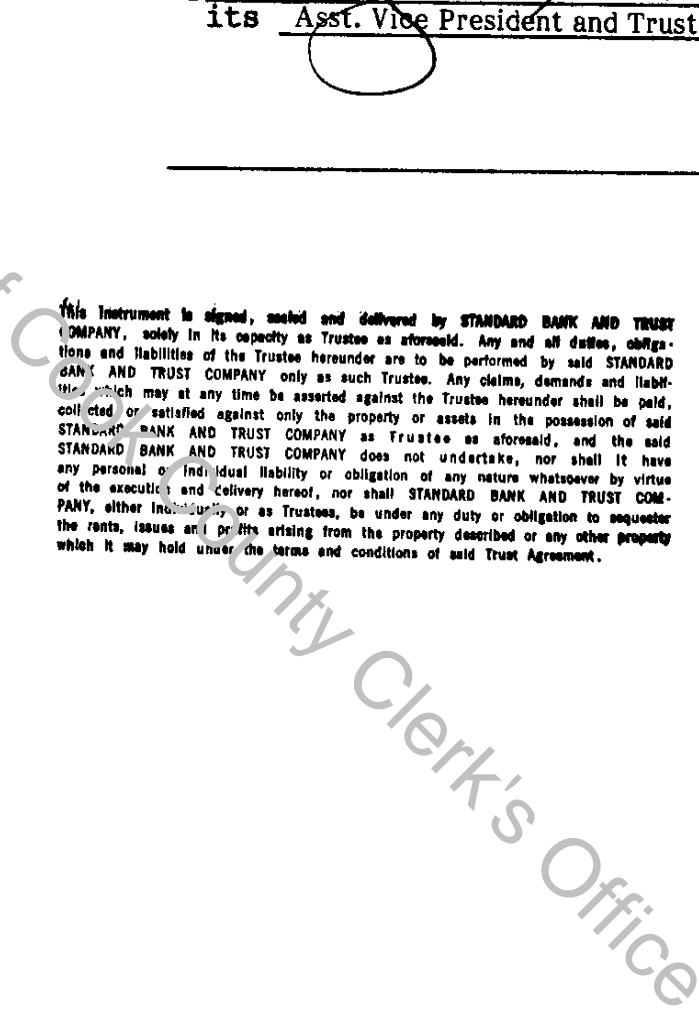
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IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year first above written.

STANDARD BANK AND TRUST COMPANY, as
Trustee under Trust No. 2860 as
aforesaid and not personally

By 
its Asst. Vice President and Trust Officer

Property of 

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustees, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

98558880

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RESTRICTED PROPERTY . DEPT-01 RECORDING \$29.00
 . T#0009 TRAN 3061 06/30/98 09:48:00
 . #8564 # CG *-98-558880
 . COOK COUNTY RECORDER
 . DEPT-10 PENALTY \$26.00

~~RESTRICTED AREA BOUNDARY OF THAT PART OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN DESCRIBED AS FOLLOWS:~~

BEGINNING AT A POINT ON THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (1/4) OF SAID QUARTER (1/4) SECTION; THENCE, NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 650.35 FEET; THENCE SOUTH 20 DEGREES 7 MINUTES 51 SECONDS WEST A DISTANCE OF 256.94, THENCE SOUTH 67 DEGREES 44 MINUTES 8 SECONDS WEST A DISTANCE OF 100.65 FEET; THENCE SOUTH 7 DEGREES 27 MINUTES 37 SECONDS WEST A DISTANCE OF 353.55 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 627.13 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 31 SECONDS EAST A DISTANCE OF 278.57 FEET TO A TANGENT CURVE HAVING A RADIUS OF 12327.0 FEET AND CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 466.79 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 27-06-203-001

Vacant land on the west side of Wolf Road, approximately 13700 south in Orland Park, Illinois.

Incorrect _____

EXHIBIT A

WPTW-97RESTRICT.LD

98558880

UNOFFICIAL COPY

CORRECTED LEGAL DESCRIPTION
FOR DEED RESTRICTION / COVENANT
DOCUMENT NO. 98558880

RESTRICTED AREA BOUNDARY OF THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6 WITH THE WESTERLY LINE OF PROPERTY CONVEYED TO COOK COUNTY, ILLINOIS BY DEED RECORDED JUNE 5, 1939 AS DOCUMENT 12321867; THENCE SOUTH 88 DEGREES 21 MINUTES 13 SECONDS WEST 650.35 FEET ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 18 DEGREES 18 MINUTES 04 SECONDS WEST 256.94 FEET; THENCE SOUTH 65 DEGREES 54 MINUTES 21 SECONDS WEST 100.65 FEET; THENCE SOUTH 05 DEGREES 37 MINUTES 50 SECONDS WEST 353.55 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 13 SECONDS EAST 627.13 FEET; THENCE NORTH 54 DEGREES 25 MINUTES 14 SECONDS EAST 290.13 FEET, TO SAID WESTERLY LINE OF PROPERTY CONVEYED TO COOK COUNTY, ILLINOIS BY DEED RECORDED JUNE 5, 1939 AS DOCUMENT 12321867; THENCE NORTHERLY 466.79 FEET ALONG SAID WESTERLY LINE BEING THE ARC OF A CIRCLE OF 12327.7 FEET RADIUS CONCAVE EASTERLY HAVING A CHORD BEARING OF NORTH 00 DEGREES 40 MINUTES 05 SECONDS WEST, TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 27-06-201-001

Vacant land west side of Wolf Road, approximately 13700 south in Orland Park, Illinois.

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**OVERSIZE
EXHIBIT**

**FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**