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2107557028

This Instrument Prepared by and After
Recording Return to:

Schiff Hardin LLP
233 S. Wacker Drive, Suite 7100
Chicago, IL 60606
Attn: Josh More, Esq.

Doc# 2107557028 Fee \$69.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/16/2021 03:08 PM PG: 1 OF 10

PINS: See Exhibits 1, 2, and 3 attached

This Space for Recorder's Use Only

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (this "Restrictive Covenant") is made on January 14, 2021, by Vulcan Lands, Inc., a New Jersey corporation (the "Grantor"), whose address is 1000 East Warrenville Road, Suite 100, Naperville, Illinois 60563 for the benefit of the Metropolitan Water Reclamation District of Greater Chicago (the "Grantee" or "MWRD"), whose address is 100 East Erie Street, Chicago, Illinois 60611.

RECITALS

- i. The Grantor is the current title holder of the real property located in Cook County, Illinois, and legally described in Exhibit 1 attached hereto (the "Property"). The Property is comprised of portions of the following Property Index Numbers (PINs): 18-15-400-015-0000, 18-15-400-011-0000, 18-15-400-013-0000, 18-15-400-014-0000, 18-15-200-012-0000, 18-14-100-024-0000, 18-14-100-023-0000, and 18-14-100-022-0000.
- ii. The Grantor also owns and operates a quarry located north of the Property in Cook County, Illinois, as depicted on Exhibit 2 attached hereto (the "Quarry"). The Quarry is located within the PINs listed on Exhibit 2.
- iii. The Grantor is also the current title holder of the real property located northeast of the Property in Cook County, Illinois, and legally described in Exhibit 3 attached hereto (the "Adjacent Property"). The Adjacent Property is a portion of the PIN 18-11-302-011-0000.
- iv. In order to meet the detention requirements applicable to the Adjacent Property pursuant to the Watershed Management Ordinance adopted by the Board of Commissioners of the Metropolitan Water Reclamation District of Chicago, and in satisfaction thereof, Grantor and Grantee desire to enter into and record this Restrictive Covenant providing an offsite detention facility on the Property if the Quarry is filled in its entirety as described in this Restrictive Covenant.

NOW THEREFORE,

For good and valuable consideration of less than \$100.00, the receipt of which is hereby acknowledged, the Grantor, on behalf of itself, its successors and assigns hereby covenants and declares that the Property shall be subject to the restrictions set forth below, for the benefit of the Grantee, and grants and conveys to the Grantee, and its assigns and representatives, the perpetual right to enforce said restrictions.

1. Declaration of Land Use Restriction. The Grantor hereby declares and covenants that the Property shall be and is subject to the following restrictions and conditions: If after the date of this Restrictive Covenant the Quarry is filled, in its entirety, above elevation 592 feet, the fee owner of the Property (whether Grantor or its successors and/or

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assigns) shall simultaneously preserve a 4.59-acre parcel of land within the Property (the "Detention Parcel") at an elevation no higher than 592 feet. An approximate location of the Detention Parcel is depicted in Exhibit 4 attached hereto, but, so long as the Detention Parcel is a continuous shape fully located within the Property, the fee owner of the Property (whether Grantor or its successors and/or assigns), in its sole discretion, may change the location of the Detention Parcel.

2. Running with the Land. This Restrictive Covenant shall run with the Property and shall be binding on the Grantor, future owners of all or part of the Property, and their respective successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons or entities acting under their direction and control.

3. Enforcement of Restrictive Covenant. MWRD may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

4. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant represents and certifies that he or she is duly authorized and has been empowered to execute this Restrictive Covenant.

5. Release. This Restrictive Covenant can only be vacated and released upon permission of the MWRD, which permission shall be granted if the Restrictive Covenant becomes obsolete via the issuance of a new MWRD permit that authorizes said vacation and release.

6. Miscellaneous:

(a) Controlling Law. The interpretation and performance of this Restrictive Covenant shall be governed by the laws and regulations of the State of Illinois.

(b) Construction. Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant shall be liberally construed to achieve the purpose of this Restrictive Covenant. If any provision of this Restrictive Covenant is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision hereof, and all other provisions shall continue unimpaired and in full force and effect.

(d) Entire Agreement. This Restrictive Covenant and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements between the undersigned relating to the matters addressed herein, all of which are merged herein.

(e) Successors. The covenants, terms, conditions, and restrictions of this Restrictive Covenant shall be binding upon; and inure to the benefit of, the Grantor and the Grantee and their respective agents, successors, lessees, and assigns and any subsequent title holders, occupants or other persons acquiring an interest in the Property or a relevant sub-portion of the Property, and their respective agents, successors and assigns.

7. Exhibits. The following exhibits are incorporated into this Restrictive Covenant:

Exhibit 1 – Legal Description of the Property

Exhibit 2 – Depiction of the Quarry

Exhibit 3 – Legal Description of the Adjacent Property

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Exhibit 4 – Depiction of the Approximate Location of the 4.59 Acre Parcel

[signature page follows]

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IN WITNESS WHEREOF, the undersigned Grantor has caused this Restrictive Covenant to be executed on this 14 day of January, 2021.

Vulcan Lands, Inc., a New Jersey corporation

By: [Signature]
 Name: Lindsay L. Sin
 Title: Pres.

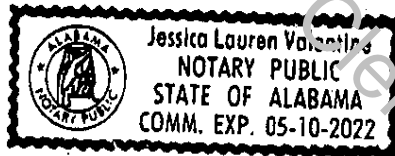
STATE OF Alabama)
)
 COUNTY OF Tefferson)

ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Lindsay Sinor, the President of Vulcan Lands, Inc., a New Jersey corporation, personally known or proven to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, in such capacity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of January, 2021.

[Signature] (Notary Public)



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Exhibit 1
Legal Description of the Property

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 14, THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 15, AND THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING 200.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY AND LYING SOUTHWESTERLY OF THE BALTIMORE & OHIO CHICAGO TERMINAL RAILROAD.

PINS:

A PORTION OF 18-15-400-015-0000
A PORTION OF 18-15-400-011-0000
A PORTION OF 18-15-400-013-0000
A PORTION OF 18-15-400-014-0000
A PORTION OF 18-15-200-012-0000
A PORTION OF 18-14-100-024-0000
A PORTION OF 18-14-100-023-0000
A PORTION OF 18-14-100-022-0000

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Exhibit 2
Depiction of the Quarry

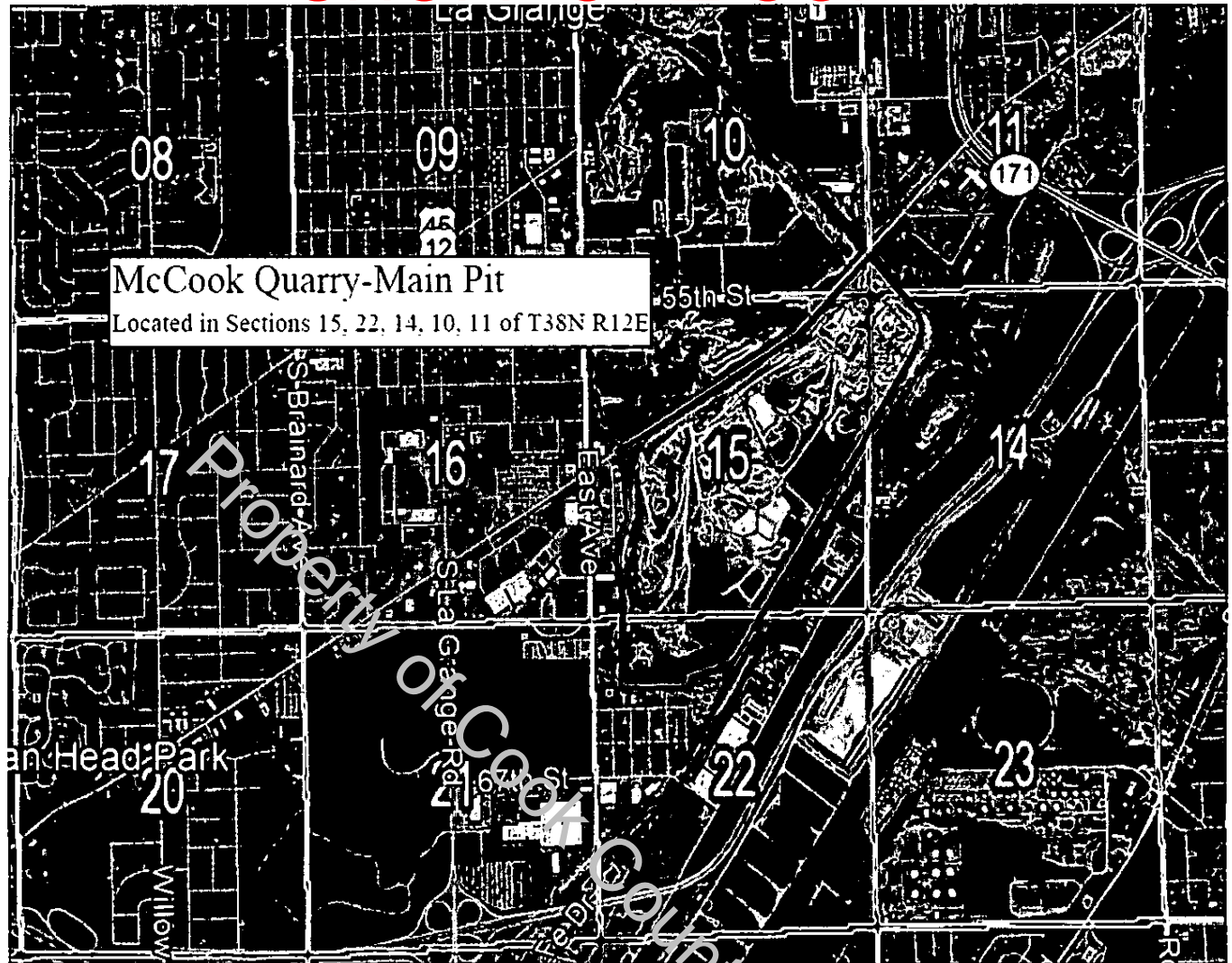
See Attached.

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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PINS:

18-10-401-001-0000

18-11-302-001-0000

18-15-200-010-0000

A PORTION OF 18-14-100-022-0000

18-15-200-011-0000

18-14-100-023-0000

18-14-100-024-0000

18-15-200-012-0000

A PORTION OF 18-15-200-014-0000

18-15-400-013-0000

18-15-400-011-0000

18-15-400-015-0000

18-22-200-025-0000

18-15-306-003-0000

18-15-306-004-0000

18-22-101-014-0000

18-15-101-005-0000

18-15-306-002-0000

18-15-304-008-0000

18-22-100-029-0000

18-22-100-030-0000

18-22-101-025-0000

18-15-304-014-0000

18-15-304-013-0000

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Exhibit 3
Legal Description of the Adjacent Property

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 11, WHICH IS 853.08 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION, SAID POINT ALSO BEING THE SOUTHEAST TERMINUS OF THE NORTHEASTERLY LINE OF THE LAND CONVEYED BY DEED RECORDED AUGUST 11, 1931 AS DOCUMENT 10952734; THENCE NORTH 44 DEGREES 43 MINUTES 54 SECONDS WEST ALONG SAID NORTHEASTERLY LINE, 1020.87 FEET TO A POINT WHICH IS 45.02 FEET SOUTHEASTERLY (AS MEASURED ALONG THE NORTHWESTWARD PROLONGATION OF THE LAST DESCRIBED LINE) OF A POINT IN THE ORIGINAL SOUTHEASTERLY LINE OF JOLIET ROAD, WHICH IS 183.88 FEET NORTHEASTERLY OF THE WEST LINE OF SECTION 11, AFORESAID (AS MEASURED ALONG SAID ORIGINAL SOUTHEASTERLY LINE OF JOLIET ROAD); THENCE NORTH 43 DEGREES 19 MINUTES 39 SECONDS EAST, A DISTANCE OF 63.21 FEET TO THE SOUTHERLY LINE OF LAND CONVEYED BY WARRANTY DEED RECORDED FEBRUARY 13, 1981 AS DOCUMENT 25772732; THENCE NORTH 43 DEGREES 46 MINUTES 58 SECONDS EAST ALONG SAID SOUTHERLY LINE, 614.59 FEET TO THE SOUTH LINE OF 53RD STREET; THENCE NORTH 88 DEGREES 06 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE, 257.67 FEET; THENCE SOUTH 27 DEGREES 09 MINUTES 59 SECONDS WEST, 308.42 FEET; THENCE SOUTH 53 DEGREES 49 MINUTES 27 SECONDS EAST, 668.69 FEET; THENCE SOUTH 36 DEGREES 15 MINUTES 42 SECONDS WEST, 687.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: A PORTION OF 18-11-302-011-0000

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Exhibit 4

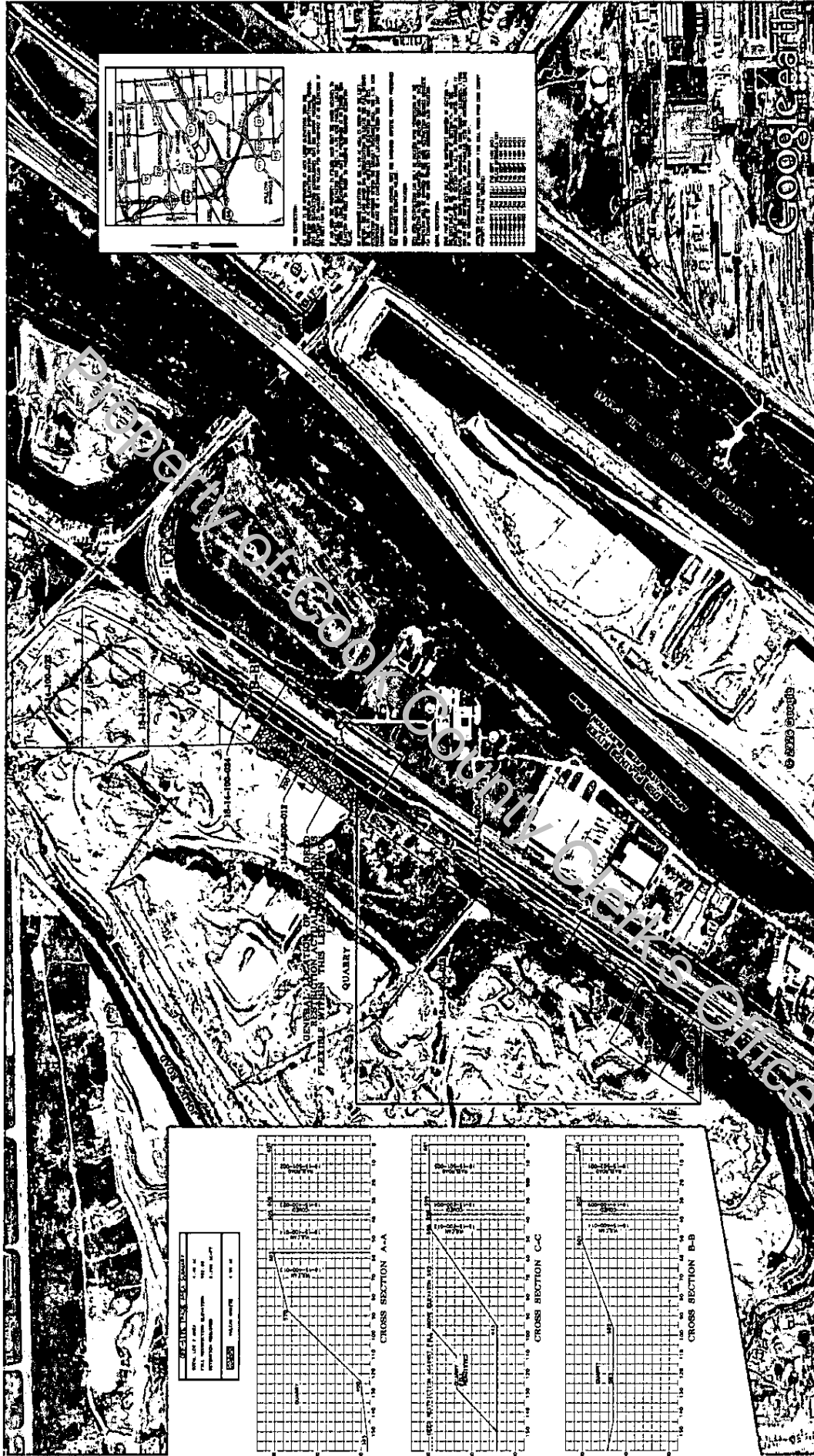
Depiction of the Approximate Location of the 4.59 Acre Parcel

See attached.

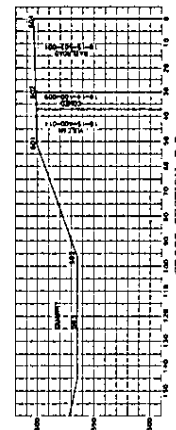
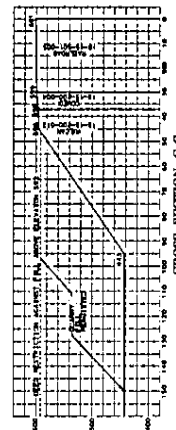
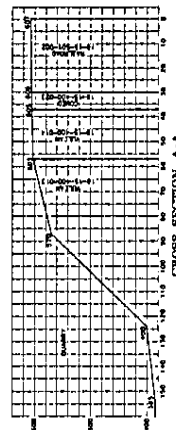
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SECTION A-A			
DATE: 10/10/10	SCALE: 1" = 100'	BY: JLM	CHK: JLM
FULL INFORMATION: 10/10/10			
REVISION: 10/10/10			



 Mudlick Consulting, LLC 5515 W. Higgins Road, Suite 500 Chicago, IL 60631 (847) 985-1400 www.mudlickconsulting.com		CLIENT: VULCAN MATERIALS COMPANY 115 EAST PARK DRIVE, SUITE 100 BRENTWOOD, TN 37027		PROJECT NAME: L-1100 PROJECT NUMBER: 1100-001 DATE: 10/10/10		1 of 1
EXHIBIT R: MWRD PERMIT 20-083 7 ACRE STOCKPILE RELOCATION 5300 JOLIET ROAD MCCOOK, ILLINOIS		DATE: 10/10/10 SCALE: 1" = 100'		BY: JLM CHK: JLM		1 of 1