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RESTRICTIVE COVENANT AND UTILITY EASEMENT
1242 HINMAN AVENUE
EVANSTON, ILLINOIS 60202

MAIL TO:

NAME AND ADDRESS OF PREPARER

BONNIE S. WILSON
530 HINMAN
EVANSTON, IL 60202

RUSSELL RUTH
% 513 Chicago Ave.
Evanston, Ill. 60202

LEGAL DESCRIPTION OF PARCEL 2
COMMONLY KNOWN AS 1242 HINMAN , EVANSTON, ILLINOIS 60202

LOT 2 in BONNIE SHER's resubdivision of lots 1 and 2 in Block 76
in Northwestern Unicweairy Subdivision of the North 1/2 of the North
1/2, east of Chicago Avenue (Green Bay Road) of Section 19, Township
41 North, Range 14, east of the Third Principal Meridian (except 15
1/2 acres in the northeast corner of said tract), according to the
map thereof recorded February 11, 1868, as Document Number 158724, in
Book 166 of Maps, Page 31, in Cook County, Illinois

Pin Number - 11-19-200-035-0000

(See page 8 for ADDITIONAL LEGAL)

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2

RESTRICTIVE COVENANT AND UTILITY EASEMENT

THIS RESTRICTIVE COVENANT AND UTILITY EASEMENT (the "Restrictive Covenant" and "Utility Easement", respectively) are made as of this 25th day of June, 1995 by Bonnie S. Wilson and Russell E. Ruth (hereafter collectively referred to as "Wilson/Ruth").

RECITALS:

The following recitals are material to this instrument:

A. Wilson/Ruth is the owner of record of certain real estate located at 1246 Hinman Avenue, Evanston, Illinois, and legally described as Parcel 1 on Exhibit 1 attached hereto (hereinafter referred to as "Parcel 1");

B. Wilson/Ruth is the owner of record of certain real estate located at 1242 Hinman Avenue, Evanston, Illinois and legally described as Parcel 2 in Exhibit 1 attached hereto (hereinafter referred to as "Parcel 2");

C. Parcel 1 and Parcel 2 adjoin each other with a common boundary line of approximately 190.10 feet;

D. Wilson/Ruth desires to restrict the use of Parcel 2 by establishing a minimum front yard setback and north side yard setback that will govern the construction of any new house on Parcel 2.

E. Parts of two buried utilities servicing Parcel 1 -- the natural gas supply pipeline to the existing house on Parcel 1, and the building drain pipe from the existing house on Parcel 1 to the municipal sewer (hereinafter also referred to as "encroaching utilities") -- meander into the non-buildable front yard and non-buildable north side yard, respectively, of Parcel 2.

F. Wilson/Ruth have determined that it is in the best interests of Wilson/Ruth and subsequent owners of the parcels to create a utility easement under and through certain portions of Parcel 2 for the benefit of Parcel 1, as more fully set forth below.

G. All provisions of the covenants and agreements herein contained shall not affect, nor shall they be affected by, previously recorded agreements entered into for the benefit of the owner of record of the property commonly known as 1240 Hinman Avenue, Evanston, Illinois and recorded as Document # 95026370 with the Office of the Recorder of Deeds, Cook County, Illinois.

NOW, THEREFORE, the following covenants, easements, grants, restrictions, and conditions are made:

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3

RESTRICTIVE COVENANT AND UTILITY EASEMENT (cont'd)

1. Restrictive Covenant. Wilson/Ruth declares that Parcel 2 is, and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions: the building line of any house constructed on Parcel 2 shall be at least 40.00' from the east lot line of Parcel 2 and shall be at least 6.00' from the north lot line of Parcel 2.

2. Termination of Restrictive Covenant. The Restrictive Covenant shall exist in perpetuity and shall not be terminated for any reason.

3. Grant of Utility Easement. Wilson/Ruth hereby grants, gives, and conveys to its successors in interest of Parcel 1, as an easement appurtenant to Parcel 1, an exclusive utility easement under those portions of Parcel 2 as legally described in Exhibit 2 (attached hereto and made a part hereof), and as drawn in Exhibit 3 (attached hereto and made a part hereof). The utility easement is composed of three contiguous areas, hereinafter referred to generally as "Easement Areas", and referred to specifically as "Easement Area A", "Easement Area B", or "Easement Area C".

4. Purpose of Utility Easement. The purposes of the granted utility easement are:

A. So long as the pipe remains in working condition and without need of repair, to allow the encroaching buried natural gas supply pipe for Parcel 1 to remain in its existing location and on its existing course under and through Easement Area A of Parcel 2, subject to all conditions and restrictions set forth below;

B. So long as the pipe remains in working condition and without need of repair, to allow the encroaching buried building drain pipe from Parcel 1 to remain in its existing location and on its existing course under and through Easement Area B and Easement Area C of Parcel 2, subject to all restrictions and conditions set forth below;

C. To provide to the owner of record of Parcel 2 a formal notification of the existence and approximate location of the encroaching utility pipes to/from Parcel 1 that course under and through one or more of the Easement Areas on Parcel 2; and

D. To provide an inherent mechanism within the Utility Easement for the gradual elimination of one or more Easement Areas if and when the encroaching utilities deteriorate sufficiently to require excavation and repair, or are relocated for other reasons, or whose use is discontinued, as further set forth below.

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4

RESTRICTIVE COVENANT AND UTILITY EASEMENT (cont'd)

5. Restrictions and Conditions on Utility Easement.

A. No new installations. New utility services, in whole or part, to/from Parcel 1 or Parcel 2 shall not be installed above, on or under any of the Easement Areas on Parcel 2.

B. Excavation prohibited near Easement Areas. To protect the owners of record of Parcel 2 as well as to protect the encroaching utility pipes to/from Parcel 1, excavations undertaken on Parcel 2 by the owner of record of Parcel 2 or that owner's agents shall be prohibited from extending any closer than 1.00' south of the southern limit of any of the Easement Areas on Parcel 2. This restriction shall apply to the entire depth of any excavation. This restriction shall not prohibit shallow excavations within any of the Easement Areas that have a maximum depth of 2.00' or less below local grade.

C. Noninterference by owner of Parcel 2. The owner of record of Parcel 2 or their agents shall not act in any manner that would compromise the integrity and/or working condition of the encroaching utility pipes. If any action by the owner of record of Parcel 2 or their agents does compromise the integrity and/or working condition of said encroaching pipes, the owner of record of Parcel 2 shall automatically: (i) grant the owner of Parcel 1 immediate and uninterrupted access to the compromised pipes in order the owner of Parcel 1 or their agents to restore the integrity and working condition of the pipe; (ii) pay all direct costs incurred by the owner of Parcel 1 in association with the restoration of the integrity and/or working condition of said compromised pipes.

D. Repair prohibited; relocation required. If, through no fault of the owner of record of Parcel 2 or their agents, one or both utility pipes deteriorate such that excavation within or under an Easement Area would be required to effect restoration, then the following conditions shall automatically apply:

(i) If the natural gas supply pipe to Parcel 1 deteriorates and excavation would be required within or under Easement Area A, then the owner of Parcel 1 shall relocate the repaired or new natural gas supply pipe so that no part of the supply pipe, existing or new, encroaches into any part of Parcel 2. The Utility Easement shall be updated and re-recorded to reflect the elimination of the utility easement granted at Easement Area A of Parcel 2.

(ii) If the building drain pipe from Parcel 1 deteriorates and excavation would be required within or under Easement Area B, then the owner of Parcel 1 shall relocate the repaired or new part of the building drain pipe so that no part of the building drain pipe, existing or new, encroaches into Easement Area B of Parcel 2. The Utility Easement shall be updated and re-recorded to reflect the elimination of the utility easement granted at Easement Area B of Parcel 2.

(iii) If the building drain pipe from Parcel 1 deteriorates and excavation would be required within or under Easement Area C, then the owner of Parcel 1 shall relocate the repaired or new part of the building drain pipe so that no part of the building drain pipe, existing or new, encroaches into Easement Area C of Parcel 2. The Utility Easement shall be updated and re-recorded to reflect the elimination of the utility easement granted at Easement Area C of Parcel 2.

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5

RESTRICTIVE COVENANT AND UTILITY EASEMENT (cont'd)

(Paragraph 5, cont'd)

(iv) All costs associated with the relocation of the encroaching utilities to/from Parcel 1 so as to no longer encroach into Parcel 2, as set forth above, shall be paid for by the owner of Parcel 1. The cost of re-recording the updated Utility Easement, as set forth above, shall be paid for by the owner of record of Parcel 2.

6. Termination of Utility Easement. The Utility Easement contained in Paragraphs 3, 4, and 5 shall terminate if conditions set forth below exist:

(i) If, per Paragraph 5, as a result of pipe deterioration and subsequent relocation all three Easement Areas are eliminated, then the Utility Easement contained in Paragraphs 3, 4, and 5 shall terminate.

(ii) If for any reason other than deterioration the encroaching pipes are relocated from Easement Areas A, B, and C and onto Parcel 1, then the Utility Easement contained in Paragraphs 3, 4, and 5 shall terminate.

(iii) If for any reason the house on Parcel 1 is demolished, destroyed, or otherwise removed, then the Utility Easement contained in Paragraphs 3, 4, and 5 shall terminate.

7. Running of Benefits and Burdens. All provisions contained in this instrument, including the benefits and burdens created hereby, shall run with the land and shall be binding upon and inure to the benefit of the owners of the parcels and all subsequent owners of Parcel 1 and Parcel 2, or any portion thereof, and all persons or entities claiming by, through, or under any of them.

8. Transfer of Ownership. Whenever a transfer of ownership of Parcel 1 and/or Parcel 2 occurs, liability of the transferor for any breach of any covenant or agreement under this instrument occurring thereafter shall immediately terminate, without any further act or instrument by any party, and the transferor of such Parcel 1 and/or Parcel 2 shall have no liability for any breach by a transferee or subsequent transferee of any obligation relating to such Parcel 1 and/or Parcel 2.

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6

RESTRICTIVE COVENANT AND UTILITY EASEMENT (cont'd)

9. Enforcement of Covenant and Easement. The owners of Parcels 1 and 2 shall have all rights in law and equity regarding the enforcement of the provisions of this covenant and easement.

10. Recording. This instrument shall be recorded with the Office of the Recorder of Deeds of Cook County.

11. Section Headings. The headings, titles, and captions of this instrument are inserted only as a matter of convenience and reference and in no way define, extend, limit, or describe the scope or intent of the instrument.

12. Partial Invalidity. If any term or provision of this instrument or the application thereof to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this instrument or the application of such term and provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this instrument to the greatest extent not prohibited by law.

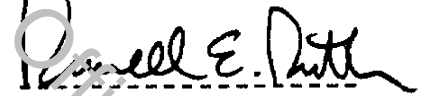
IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be duly executed and delivered in its name and on its behalf.

BONNIE S. WILSON



Bonnie S. Wilson

RUSSELL E. RUTH



Russell E. Ruth

Attest: -----

(Printed Name)

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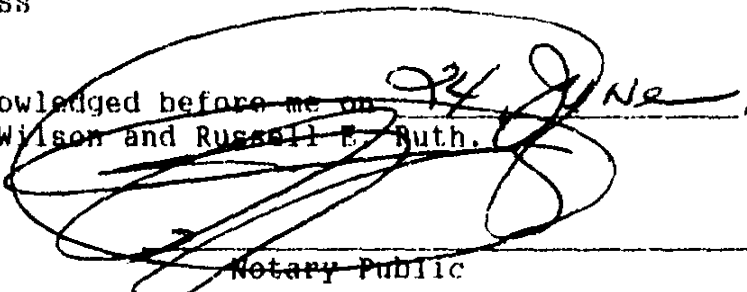
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RESTRICTIVE COVENANT AND UTILITY EASEMENT (cont'd)

ACKNOWLEDGEMENT

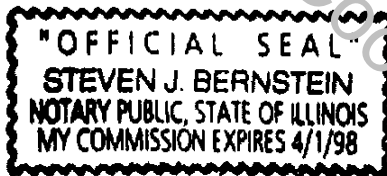
STATE OF ILLINOIS)
) SS
COUNTY OF COOK

This document was acknowledged before me on 24 June
1997 by Bonnie S. Wilson and Russell E. Ruth.


Notary Public

My commission expires: 4/1/98

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8

RESTRICTIVE COVENANT AND UTILITY EASEMENT (cont'd)

EXHIBIT 1
LEGAL DESCRIPTION OF PARCEL 1 AND PARCEL 2

Parcel 1:

Lot 1 in Bonnie Sher's resubdivision of Lots 1 and 2 in Block 76 in Northwestern University Subdivision of the North 1/2 of the North 1/2, east of Chicago Avenue (Green Bay Road) of Section 19, Township 41 North, Range 14, east of the Third Principal Meridian (except 15 1/2 acres in the northeast corner of said tract), according to the map thereof recorded February 11, 1868, as Document Number 158724, in Book 166 Of Maps, page 31, in Cook County, Illinois.

Commonly known as: 1246 Hinman Avenue, Evanston, Illinois.

Parcel 2:

Lot 2 in Bonnie Sher's resubdivision of Lots 1 and 2 in Block 76 in Northwestern University Subdivision of the North 1/2 of the North 1/2, east of Chicago Avenue (Green Bay Road) of Section 19, Township 41 North, Range 14, east of the Third Principal Meridian (except 15 1/2 acres in the northeast corner of said tract), according to the map thereof recorded February 11, 1868, as Document Number 158724, in Book 166 of Maps, page 31, in Cook County, Illinois.

To be commonly known as: 1242 Hinman Avenue, Evanston, Illinois.

Real Estate Attorney

11-19-200-035-0000

*(Underline PIN FOR BOTH PARCELS
Not yet divided) (LAW)*

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9

RESTRICTIVE COVENANT AND UTILITY EASEMENT (cont'd)

EXHIBIT 2 LEGAL DESCRIPTION OF UTILITY EASEMENT AREA

A utility easement, composed of three separate but contiguous strips of land designated Easement Area A, Easement Area B, and Easement Area C, each such Easement Area being subject to all grants, agreements, restrictions and conditions of this instrument to which this Exhibit 2 is attached and made a part hereof, and as drawn on Exhibit 3 attached hereto and made a part hereof, and as described as follows:

Easement Area A: Beginning at a point formed by the intersection of the north and east lot lines (i.e., the northeast corner) of

Lot 2 in Bonnie Sher's resubdivision of Lots 1 and 2 in Block 76 in Northwestern University Subdivision of the North 1/2 of the North 1/2, east of Chicago Avenue (Green Bay Road) of Section 19, Township 41 North, Range 14 east of the Third Principal Meridian (except 15 1/2 acres in the northeast corner of said tract), according to the map thereof recorded February 11, 1868, as Document Number 158724, in Book 166 of Maps, page 31, in Cook County, Illinois;

(hereinafter referred to as "Lot 2")

then southerly on the east lot line of Lot 2 for a distance of 6.00'; then westerly along a line parallel to the north lot line of Lot 2 for a distance of 20.00'; then northerly along a line parallel to the east lot line of Lot 2 for a distance of 1.75'; then westerly along a line parallel to the north lot line of Lot 2 for a distance of 20.00'; then northerly along a line parallel to the east lot line of Lot 2 for a distance of 4.25' which returns the line of Easement Area A to the north lot line of Lot 2 at a point thereon that is 40.00' west of the east lot line of Lot 2.

Easement Area B: Beginning at a point lying on the north lot line of Lot 2 that is 40.00' west of the east lot line of Lot 2; then southerly along a line parallel to the east lot line of Lot 2 for a distance of 4.25'; then westerly along a line parallel to and meandering in parallel with the north lot line of Lot 2 for a distance of 106.10'; then northerly along a line parallel to the east lot line of Lot 2 for a distance of 4.25' which returns the line of Easement Area B to the north lot line of Lot 2 at a point thereon that is 146.10' west of the east lot line of Lot 2.

Easement Area C: Beginning at a point formed by the intersection of the north and west lot lines (i.e., the northwest corner) of Lot 2; then southerly on the west lot line of Lot 2 for a distance of 3.00'; then easterly along a line parallel to and meandering in parallel with the north lot line of Lot 2 for a distance of 44.00'; then northerly along a line parallel to the east lot line of Lot 2 for a distance of approximately 4.24' which returns the line of Easement C to the north lot line of Lot 2 at a point thereon that is 146.10' west of the east lot line of Lot 2.

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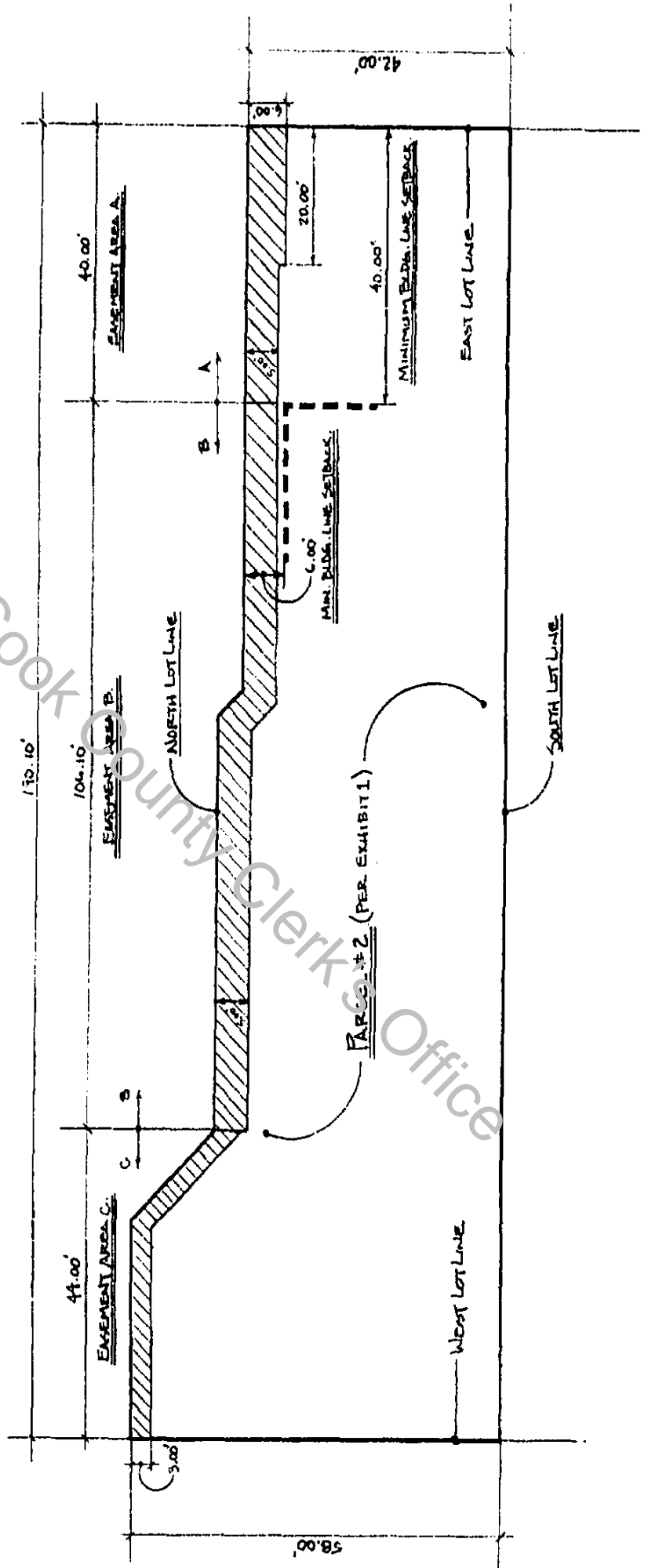
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EXHIBIT 3: DRAWING OF UTILITY EASEMENT AREAS A, B & C.

SCALE: NONE
6/3/97 BY RES.

KEY:

- SYMBOL DESCRIPTION
- UTILITY EASEMENT AREAS ON FIGURE 2.
- PERMIT OF CONSTRUCTION LINE ON FIGURE 2



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