

10/8/97

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made effective as of the 8th day of October, 1997 by and among the VILLAGE OF OAK LAWN, Cook County, Illinois, a municipal corporation (the "Village"), HARRIS BANK ARGO, an Illinois banking corporation ("Harris"), and FIRST NATIONAL BANK OF BLUE ISLAND, not individually, but as the Trustee (the "Trustee") under a Trust Agreement dated September 5, 1997, and known as Trust No. 97058 (the "Trust")

76-75-563-DI (J.B.)

Above space for Recorder's use only

RECITALS

- A. The Village is the owner of certain property described on Exhibit A attached hereto and made a part hereof, which the Village will hereafter be subdividing and conveying to Harris and to the Trust.
- B. After such conveyances, Harris will be the owner of certain property described on Exhibit B attached hereto and made a part hereof, on which Harris plans to construct a full service bank building with drive-through banking facilities and parking.
- C. After such conveyances, the Trust will be the owner of certain property described on Exhibit C attached hereto and made a part hereof, on which the Trust plans to construct a retail shopping center and parking.
- D. After such conveyances, the Village will retain certain rights with respect to a pedestrian Walkway (as hereinafter defined) and Monitoring Wells (as hereinafter defined) on the Trust Property (as hereinafter defined) and a Bus Shelter (as hereinafter defined) on the Harris Property (as hereinafter defined).
- E. By this Declaration, the parties hereto intend to establish certain easements, covenants, conditions and restrictions with respect to the Trust Property and the Harris Property.

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NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby declare and grant easements on their respective properties at the locations, for the purposes and subject to the terms, covenants, conditions and restrictions set forth in this Declaration. Except as otherwise expressly provided in this Declaration, such easements shall be perpetual and such parcels of property are and shall be held, transferred, sold, conveyed and occupied subject to the easements, covenants, conditions and restrictions set forth in this Declaration, all of which shall run with the land both as to benefit and burden and which shall be binding upon and inure to the benefit of all owners, their heirs, successors and assigns.

ARTICLE 1
DEFINITIONS

1.1 Terms used in this Declaration shall have the meanings ascribed to them in this Article:

"Driveways" mean driveways, lighting, curbs, gutters, drains, striping, directional signage and any other necessary appurtenances.

"Harris Property" means the property described on Exhibit B.

"Trust Property" means the property described as Parcel 1 and Parcel 2 on Exhibit C.

"Owner" means each owner, from time to time, of record title to all or any portion of any property within the Total Tract.

"Property" means any parcel of property within the Total Tract.

"Total Tract" means the property described on Exhibit A.

"Utilities" mean underground facilities for electricity, gas, sewer, water, fire protection, telephone, cable TV and other communication services as may be necessary or convenient to serve the Harris Property or the Trust Property, together with manholes, pedestals, transformers and other surface mounted facilities as may be required for such underground facilities.

1.2 Any reference herein to a party shall also include the successors in title to such party's Property and the successors and assigns of such party's rights under this Declaration.

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ARTICLE 2
EASEMENTS FOR DRIVEWAYS,
INGRESS AND EGRESS

2.1 The Trust is granted a non-exclusive easement to use Driveways at the location shown as Easement Premises 1 on Exhibit D attached hereto and made a part hereof for ingress to and egress from the Trust Property. Said Easement Premises 1 shall be hereafter legally described on Exhibit E to be attached hereto and made a part hereof as hereinafter set forth.

2.2 Harris is granted a non-exclusive easement to use Driveways at the location shown as Easement Premises 2 on Exhibit D for ingress to and egress from the Harris Property. Said Easement Premises 2 shall be hereafter legally described on Exhibit F to be attached hereto and made a part hereof as hereinafter set forth.

2.3 The Trust is granted a non-exclusive easement to use the Driveway at the location shown as Easement Premises 3 on Exhibit D for ingress to the Trust Property. Said Easement Premises 3 shall be hereafter legally described on Exhibit G to be attached hereto and made a part hereof as hereinafter set forth.

2.4 Each Owner shall be solely responsible, at its sole cost and expense, for the construction, maintenance and repair of such Driveways as are now or hereafter located on such Owner's Property. Initial construction of all of the Driveways shown as Easement Premises 1, 2 and 3 shall be completed by both Harris and the Trust, as applicable, within one (1) year after the first of Harris or the Trust, as the case may be, commences construction of the improvements on its Property.

ARTICLE 3
EASEMENTS AND COVENANTS FOR
PEDESTRIAN WALKWAYS AND ACCESS

3.1 The Village is granted a non-exclusive easement to use the pedestrian walkway (the "Walkway") at the location shown as Easement Premises 4 on Exhibit D for pedestrian ingress to and egress from the Trust Property and for pedestrian ingress to and egress from the Metra Station shown on Exhibit D. Said Easement Premises 4 shall be hereafter legally described on Exhibit H to be attached hereto and made a part hereof as hereinafter set forth.

3.2 For the benefit of the Village, the Trust covenants to at all times provide unimpeded access across the Trust Property for pedestrians from the terminus of the Walkway on the Trust Property to the sidewalk along the South side of West 95th Street.

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3.3 For the benefit of Harris, the Trust covenants to at all times provide unimpeded access across the Trust Property for pedestrians from the terminus of the Walkway on the Trust Property to the Harris Property.

3.4 The Trust agrees, at its sole cost and expense, to construct, maintain and repair the Walkway located on the Trust Property on the area shown as Easement Premises 4 on Exhibit D. Initial construction of the Walkway shall be completed by the Trust within one (1) year after the first of Harris or the Trust, as the case may be, commences construction of the improvements on its Property.

ARTICLE 4
EASEMENTS FOR MONITORING WELLS

4.1 For the purposes of completing ground water remediation on Parcel 2 of the Trust Property, the Village and Shell Oil Company (or their authorized agents) are granted temporary easements to operate, maintain, renew and replace the existing monitoring wells (the "Monitoring Wells") in their existing locations on the Trust Property as shown as Easement Premises 5 on Exhibit D and to install, operate, maintain, renew and replace additional monitoring wells at such other locations as may be required by any governmental agency having jurisdiction relative to the oversight of such remediation, until such time as the ground water remediation is deemed completed by all of the necessary oversight governmental agencies and the Village and Shell Oil Company are directed to discontinue such remediation activities by those governmental agencies having jurisdiction over the remediation activities. Upon termination of the remediation activities, the Village and Shell Oil Company shall execute the appropriate releases of temporary easements. The Trust, the Village and Shell Oil Company shall perform all of their respective obligations as set forth in their three (3) party Agreement dated June 3, 1997.

ARTICLE 5
EASEMENT FOR BUS SHELTER

5.1 The Village is granted an easement to construct, use, maintain, repair and replace the bus shelter (the "Bus Shelter") on the Harris Property at the location shown as Easement Premises 6 on Exhibit D. Said Easement Premises 6 is legally described on Exhibit I attached hereto and made a part hereof.

ARTICLE 6
EASEMENTS FOR UTILITIES

6.1 The Trust and Harris are each granted non-exclusive easements for Utilities in and on the Harris Property and the Trust Property, respectively, at locations which shall be mutually agreed upon between the Trust and Harris. After such Utilities have been installed, Exhibit D shall be revised to show the locations of

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such Utilities and such Utilities shall be hereafter legally described on Exhibit J to be attached hereto and made a part hereof as hereinafter set forth. This paragraph in no way affects the public utility easements established by the recorded Plat of Subdivision for the Harris Property and the Trust Property.

ARTICLE 7
RESTRICTIVE COVENANT

7.1 So long as the Harris Property is developed and used primarily as a Financial Institution (as hereinafter defined), no other property in the Total Tract, including any outlots, shall be used as a Financial Institution or for automatic teller machines. The term "Financial Institution" is defined as any bank, savings and loan association, credit union, currency exchange, mortgage broker or company, registered broker dealer or consumer finance company. This restrictive covenant shall be valid and effective only to the extent permitted by law, (ii) is a covenant running with the land both as to benefit and burden, (iii) Harris, its successors, assigns or successors in interest, may bring action only against the party violating the restrictions, (iv) in no event will the Village or the Trust, or their respective successors, assigns or successors in interest, be required to enforce the restriction against the party violating the same, (v) Harris, its successors, assigns or successors in interest, may specifically enforce the restriction and enjoin any violation by appropriate equitable proceedings without the requirement to post a bond, (vi) during any periods of time that the Harris Property is not being used as a Financial Institution because of fire, casualty or any other acts of God or any other causes outside the direct control of Harris, its successors, assigns or successors in interest, the Harris Property shall be deemed developed and used primarily as a Financial Institution and (vii) if the Harris Property is not used primarily as a Financial Institution (subject to the provisions of clause (vi) above) for a period of one (1) year or more this restrictive covenant shall thereupon terminate.

ARTICLE 8
ADDITIONAL EXHIBITS:
FILING FOR RECORD

8.1 Upon full execution of this Declaration, it shall be recorded with the Recorder of Deeds of Cook County, Illinois, notwithstanding that the legal descriptions called for in Exhibits E through H and J hereof shall not be available. Upon completion of construction of the Bus Shelter and the buildings and appurtenances thereto on both the Harris Property and the Trust Property and the installation of the Utilities thereon, the Total Tract shall be resurveyed, any necessary changes shall be made to Exhibits A through D hereof, legal descriptions shall be provided and/or revised for Exhibits E through J hereof, and this Declaration

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with such revised or completed Exhibits shall be rerecorded with the Recorder of Deeds of Cook County, Illinois. The cost of such resurvey shall be shared equally by Harris and the Trust.

ARTICLE 9
RELOCATION

9.1 Each Owner shall have the right to relocate any of the easements herein established on its Property to other portions of its Property, subject to the consent of any third party, including but not limited to the Village, who has easement rights in the easement area to be relocated; provided that (i) such relocation and the construction thereof will cause the least-possible interference with the exercise of the easement rights herein granted, (ii) such relocated easement will result in no material adverse change in the easement rights herein granted, (iii) such relocation will be conducted without cost or expense to any of the other Owners of the Total Tract, and (iv) the relocating party, at its sole expense, has the Total Tract resurveyed, as necessary, and amends and rerecords this Declaration.

ARTICLE 10
COUNTERPARTS

10.1 This Declaration may be executed in counterparts, all of which shall constitute one and the same instrument.

ARTICLE 11
EXCULPATION OF TRUSTEE

11.1 This Declaration is executed by First National Bank of Blue Island, not personally but as Trustee under Trust No. 97058 as aforesaid pursuant to Direction and in the exercise of the power and authority conferred upon and vested in said Trustee as such and it is expressly understood and agreed that nothing in said Declaration contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenant, either expressed or implied, in said Declaration, all such liability, if any, being expressly waived by the other parties hereto and by every person now or hereafter claiming any right or security thereunder and that so far as the said Trustee is concerned, the owner of any indebtedness or right accruing under said Declaration shall look solely to the premises described in the trust agreement for the payment or enforcement thereof, it being understood that the said Trustee merely holds legal title to the premises therein described and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases, condition or other factual matters with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

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COUNTERPART SIGNATURE PAGE TO
DECLARATION OF EASEMENTS

IN WITNESS WHEREOF, the Village has executed this Declaration effective as of the day and year first above written.

VILLAGE OF OAK LAWN

By *Ernest F. Kolb*
Village President

ATTEST: *A. Jayne Powers*
Village Clerk

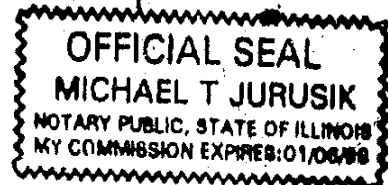
STATE OF ILLINOIS)
)ss.
COUNTY COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ernest F. Kolb, the Village President of the Village of Oak Lawn and A. Jayne Powers, the Village Clerk of the Village of Oak Lawn, a municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of September, 1997.

Michael T Jurusik
Notary Public

My Commission Expires:



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COUNTERPART SIGNATURE PAGE TO
DECLARATION OF EASEMENTS

IN WITNESS WHEREOF, Harris has executed this Declaration effective as of
the day and year first above written.

HARRIS BANK ARGO

By [Signature]
President

ATTEST: [Signature]
Secretary

STATE OF ILLINOIS)
)ss.
COUNTY COOK)

I, the undersigned, a notary public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Larry Kreczmer, the President of Harris Bank
Argo and A.P. FIORENTINO, the _____ Secretary of Harris Bank
Argo, an Illinois banking corporation, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument, appeared before
me this day in person and acknowledged that they signed and delivered the said
instrument as their free and voluntary act and as the free and voluntary act of said
banking corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of September, 1997.

[Signature]
Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Deborah L. Arends
Notary Public, State of Illinois
My Commission Expires 9-19-2000

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COUNTERPART SIGNATURE PAGE TO
DECLARATION OF EASEMENTS

IN WITNESS WHEREOF, the Trust has executed this Declaration effective as of the day and year first above written.

FIRST NATIONAL BANK OF BLUE ISLAND,
as Trustee and not personally

By: Michelle M. Herman
Trust Officer

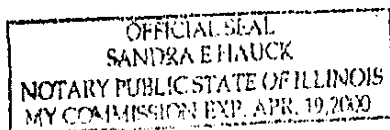
Attest: Michael Cava
Assistant Secretary

STATE OF ILLINOIS)
)ss.
COUNTY COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHELLE M. HERMAN, Trust Officer of FIRST NATIONAL BANK OF BLUE ISLAND and MICHAEL CAVA, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he/she as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25 day of September, 1997.

Sandra E Hauck
Notary Public



My Commission Expires: 4-19-2000

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**EXHIBIT A TO DECLARATION
LEGAL DESCRIPTION OF TOTAL TRACT**

LOTS 1, 2 AND 3 IN OAK LAWN TOWN CENTER, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2 1997, AS DOCUMENT NO. 97733731, IN COOK COUNTY, ILLINOIS;

PIN's 24-09-200-001, -002, -003, -004, -006, -007, -008 and
24-09-202-001, -002, -003, -004, -005 and -006

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**EXHIBIT B TO DECLARATION
LEGAL DESCRIPTION OF HARRIS PROPERTY**

LOT 1 IN OAK LAWN TOWN CENTER, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2 1997, AS DOCUMENT NO. 97733731, IN COOK COUNTY, ILLINOIS;

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EXHIBIT C TO DECLARATION
LEGAL DESCRIPTION OF THE TRUST PROPERTY

Parcel 1:

LOT 2 IN OAK LAWN TOWN CENTER, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2 1997, AS DOCUMENT NO. 97733731, IN COOK COUNTY, ILLINOIS;

AND

Parcel 2:

LOT 3 IN OAK LAWN TOWN CENTER, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2 1997, AS DOCUMENT NO. 97733731, IN COOK COUNTY, ILLINOIS;

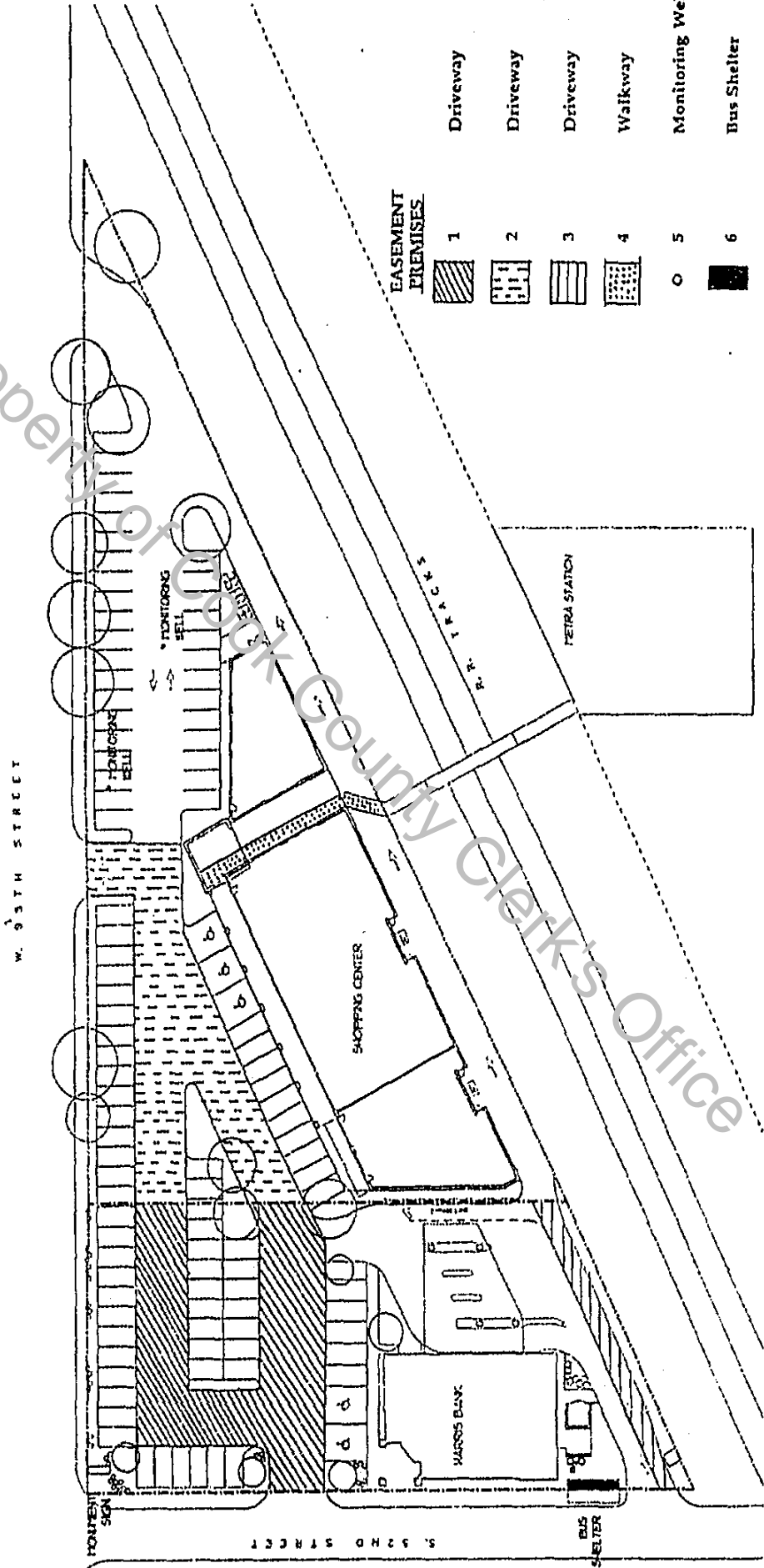
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EXHIBIT D TO DECLARATION
SITE PLAN OF TOTAL TRACT

HARRIS BANK
OAK LAWN



EASEMENT PREMISES

1	Diagonal hatching (top-left to bottom-right)	Driveway
2	Vertical hatching	Driveway
3	Horizontal hatching	Driveway
4	Grid pattern	Walkway
5	Circle symbol	Monitoring Well
6	Solid black square	Bus Shelter

Griskelis + Smith Architects, Ltd.
April 17, 1997

Site Plan

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EXHIBIT E TO DECLARATION
LEGAL DESCRIPTION OF EASEMENT PREMISES 1 (DRIVEWAYS)

[To come]

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**EXHIBIT F TO DECLARATION
LEGAL DESCRIPTION OF EASEMENT PREMISES 2 (DRIVEWAYS)**

[To come]

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**EXHIBIT G TO DECLARATION
LEGAL DESCRIPTION OF EASEMENT PREMISES 3 (DRIVEWAY)**

[To come]

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**EXHIBIT H TO DECLARATION
LEGAL DESCRIPTION OF EASEMENT PREMISES 4 (WALKWAY)**

[To come]

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EXHIBIT I TO DECLARATION
LEGAL DESCRIPTION OF EASEMENT PREMISES 6 (BUS SHELTER)

THE 5 FOOT BY 26 FOOT PUBLIC TRANSPORTATION AND UTILITY EASEMENT SHOWN ON THE PLAT OF SUBDIVISION OF OAK LAWN TOWN CENTER, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2 1997, AS DOCUMENT NO. 97733731, IN COOK COUNTY, ILLINOIS;

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EXHIBIT J TO DECLARATION
LEGAL DESCRIPTION OF EASEMENTS FOR UTILITIES

THE PUBLIC UTILITY EASEMENTS SHOWN ON THE PLAT OF SUBDIVISION OF OAK LAWN TOWN CENTER, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 2 1997, AS DOCUMENT NO. 97733731, IN COOK COUNTY, ILLINOIS;

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Mailed to Prepared by

Mikee Turville

Klein Turkin & Associates

180 N. LaSalle

Chicago Ill

60601

BOX 333-CT1

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