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Cook County Recorder 35.50

**RESTRICTIONS
AND COVENANTS
ON THE PLOTE BEVERLY SITE
WETLAND AND BUFFER**

**COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS**

WHEREAS, Harris Bank Barrington, N.A., not individually but solely as trustee under a trust agreement dated May 1, 1996, and known as trust number 11-5073, and Beverly Gravel, Inc., an Illinois Corporation, are the owner in fee simple of certain real property, herein called "Restricted Property", which property is described as follows:

See Plat of Survey attached hereto depicting and describing the Restricted Property.

WHEREAS, the Restricted Property is a wetland with a fifty (50) foot buffer 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 (33 USC 1344).

WHEREAS, the Grantor is in receipt of the U.S. Army Corps of Engineers letter dated May 29, 1997, which states a violation of the Clean Water Act has occurred, and;

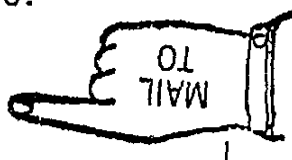
WHEREAS, the Grantor replied to this letter on June 26, 1997, and;

WHEREAS, the Grantor and the U.S. Army Corps of Engineers have reached an agreement that the Violation will be resolved by voluntarily removing the dredged and fill material from the wetland, and 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 subject to in accordance with the terms and conditions of this document and the above mentioned File Number 199700611.

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 this is in keeping with the terms of the hereto referred letter.

PREPARED BY/RETURN TO:

*Warren R. Fuller
Fuller & Berres
69 South Barrington Road
South Barrington, IL 60010*



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NOW THEREFORE, the Grantor, for and in consideration of the facts recited above enters into the following covenants and restrictions on behalf of himself/herself, his/her heirs and assigns:

1. The U.S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and 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 have the right, with prior permission, to enter Restricted Property at reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or his 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.
4. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential development, buildings, or structures, including but not limited to: signs, billboards, other advertising materials, or other placed on Restricted Wetland Area.
5. Without prior express written consent from the U.S. Army Corps of Engineers, within the Restricted Wetland Area 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 restoration as provided pursuant to the U.S. Army Corps of Engineers letter number 199700611.
6. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no operation of snowmobiles, dune buggies, motorcycles, all terrain vehicles or other types of motorized vehicles within the Restricted Wetland Area. Grantor shall not be responsible for the acts of trespassers who operate such motorized vehicles on the Restricted Wetland Property so long as Grantor takes reasonable means of security to prevent such trespass.
7. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no application of insecticides or herbicides on the Restricted Wetland Area except as specified by the U.S. Army Corps of Engineers.
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 written consent from the U.S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property. Grantor shall not be responsible for the acts of trespassers hunting or trapping so long as Grantor takes reasonable means of security to prevent such acts.

10. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no 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. 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 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 of drainage tiles, or alterations to any naturally occurring structures.

These land use restrictions and other terms of these 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, its grantees and assigns, all rights as owner of Restricted Property, including the right to use the property for all purposes not inconsistent with this grant.

The terms and conditions of these 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 restrictions and covenants shall run with the land and be binding on the Grantor and its heirs and assigns forever.

The terms and conditions of these restrictions and covenants shall be explicitly included in any transfer, conveyance or encumbrance of Restricted Property or any part thereof, and, any instrument of transfer, conveyance, or encumbrance affecting all or any part of Restricted Property shall be set forth and subject to the terms and conditions of this document.

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IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Trust Officer/Assistant Secretary, this 27th day of April, 1998.

Harris Bank Barrington, N.C., as trustee under a trust agreement dated May 1, 1996 and known as trust number 11-~~5069~~³¹³ As Trustee and not personally

BY [Signature]
Elizabeth Gordova Vice President
AVP & Land Trust Officer

ATTEST: [Signature]
Trust Officer/Asst. Secretary
John A. Muchoney
Vice Pres. & Trust Officer

Beverly Gravel, Inc.

BY: [Signature]
(Vice) President

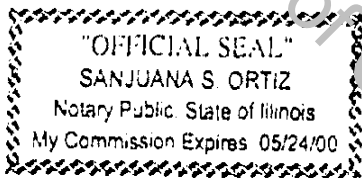
ATTEST: [Signature]
(Assistant) Secretary

SEE EXCULPATORY RIDER ATTACHED
HEREIN AND MADE A PART HEREOF

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State of Illinois)
) SS
County of COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Elizabeth Cordova ^{AVP & Land Trust Officer} personally known to me to be the ^{AVP & L.T.O.} Vice President of the corporation, and John A. Muchoney ^{Trust Officer} personally known to me to be the ^{T.O.} Trust Officer/Assistant Secretary of said corporation, and 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 severally acknowledged that as such ^{AVP & L.T.O.} Vice President and ^{T.O.} Trust Officer/Assistant Secretary, they signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the trust agreement, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, given under my hand and official seal, this 27th day of April, A.D. 1998.

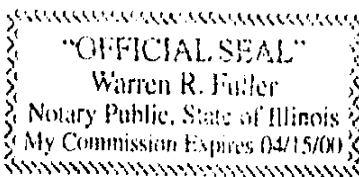


Sanjuana S. Ortiz
NOTARY PUBLIC

My Commission expires _____, 19____.

State of Illinois)
) SS
County of COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DANIEL R. PLATE personally known to me to be the Vice President of the corporation, and KIMBORLY S. HULME personally known to me to be the Assistant Secretary of said corporation, and 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 severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the trust agreement, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, given under my hand and official seal, this 27th day of April, A.D. 1998.



Warren R. Fuller
NOTARY PUBLIC

My Commission expires _____, 19____.

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RECORDED

PARCEL 1
THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31 WITH A LINE THAT IS 1155.00 FEET NORTH OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31; THENCE SOUTH 00° 01' 46" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, A DISTANCE OF 60.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00° 01' 46" EAST, ALONG SAID EAST LINE, 220.00 FEET; THENCE NORTH 70° 22' 33" WEST, A DISTANCE OF 222.99 FEET; THENCE NORTH 59° 46' 23" WEST, A DISTANCE OF 69.46 FEET; THENCE NORTH 39° 50' 07" WEST, A DISTANCE OF 39.05 FEET; THENCE NORTH 48° 47' 04" EAST, A DISTANCE OF 42.52 FEET; THENCE NORTH 74° 31' 06" EAST, A DISTANCE OF 127.61 FEET; THENCE NORTH 82° 38' 38" EAST, A DISTANCE OF 141.15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE EAST HALF OF SECTION 5, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31 WITH A LINE THAT IS 1155.00 FEET NORTH OF (MEASURED PERPENDICULAR THERETO) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31; THENCE SOUTH 89° 58' 53" WEST, ALONG SAID PARALLEL LINE, 1047.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 58' 53" WEST, ALONG SAID PARALLEL LINE, 263.00 FEET, THENCE SOUTH 52° 40' 38" WEST, A DISTANCE OF 172.00 FEET; THENCE SOUTH 72° 58' 24" WEST, A DISTANCE OF 88.89 FEET; THENCE SOUTH 63° 55' 40" WEST, A DISTANCE OF 50.09 FEET; THENCE SOUTH 42° 37' 41" WEST, A DISTANCE OF 51.66 FEET; THENCE SOUTH 12° 36' 02" WEST, A DISTANCE OF 137.32 FEET; THENCE SOUTH 03° 35' 42" EAST, A DISTANCE OF 320.62 FEET; THENCE SOUTH 19° 33' 19" EAST, A DISTANCE OF 65.79 FEET; THENCE SOUTH 07° 25' 32" EAST, A DISTANCE OF 100.84 FEET; THENCE SOUTH 26° 05' 00" EAST, A DISTANCE OF 102.42 FEET; THENCE SOUTH 39° 40' 32" EAST, A DISTANCE OF 98.72 FEET; THENCE SOUTH 38° 40' 43" EAST, A DISTANCE OF 51.23 FEET; THENCE SOUTH 12° 06' 49" EAST, A DISTANCE OF 71.59 FEET; THENCE SOUTH 05° 24' 43" EAST, A DISTANCE OF 69.17 FEET; THENCE SOUTH 26° 05' 10" WEST, A DISTANCE OF 102.27 FEET TO THE NORTHERLY RIGHT OF WAY LINE, AS MONUMENTED, OF THE ILLINOIS STATE TOLL HIGHWAY (INTERSTATE 90); THENCE NORTH 89° 50' 30" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, AS MONUMENTED, 70.00 FEET; THENCE NORTH 16° 28' 04" EAST, A DISTANCE OF 79.60 FEET; THENCE NORTH 23° 12' 17" EAST, A DISTANCE OF 107.20 FEET; THENCE NORTH 34° 20' 42" EAST, A DISTANCE OF 130.47 FEET; THENCE NORTH 89° 58' 53" EAST, A DISTANCE OF 110.00 FEET; THENCE NORTH 62° 57' 01" EAST, A DISTANCE OF 110.02 FEET; THENCE NORTH 29° 35' 09" EAST, A DISTANCE OF 101.21 FEET; THENCE NORTH 12° 23' 19" EAST, A DISTANCE OF 102.39 FEET; THENCE NORTH 03° 59' 08" EAST, A DISTANCE OF 100.25 FEET; THENCE NORTH 07° 25' 32" WEST, A DISTANCE OF 201.68 FEET; THENCE NORTH 00° 01' 07" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 10° 49' 37" WEST, A DISTANCE OF 111.99 FEET; THENCE NORTH 05° 25' 50" WEST, A DISTANCE OF 95.43 FEET; THENCE NORTH 38° 40' 43" WEST, A DISTANCE OF 76.84 FEET; THENCE NORTH 00° 01' 07" WEST, A DISTANCE OF 35.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

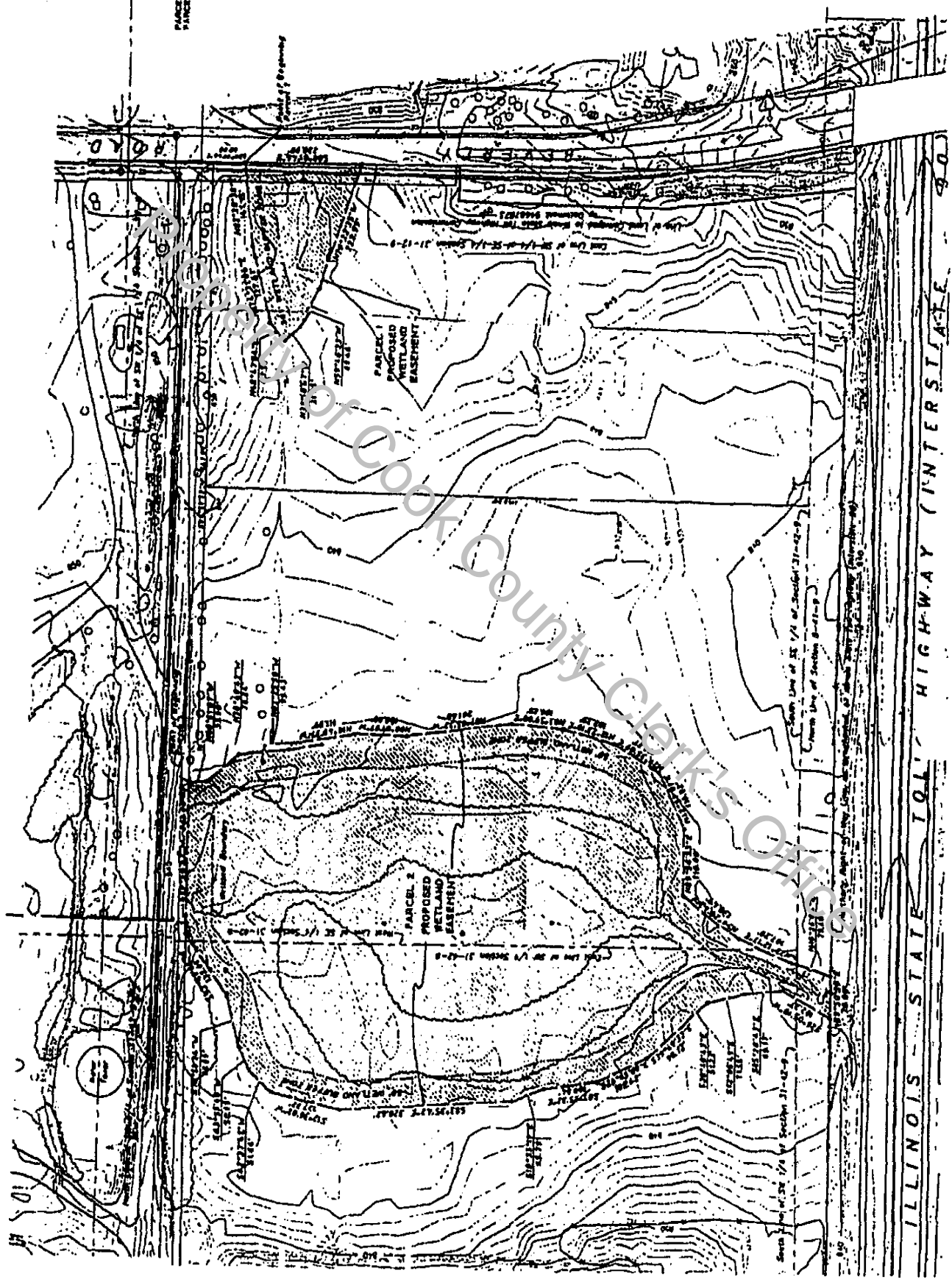
PARTS OF:
01-31-302-001 and
01-31-402-001

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PROPOSED PROJECT

AREA SHOWN
AS OF
PARCEL 1 AND 2
PARCEL 3 AND 4



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EXCULPATORY RIDER

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TO RESTRICTIONS AND COVENANTS ON THE PLOTE BEVERLY SITE WETLAND AND BUFFER

This instrument is executed by the Harris Bank Barrington, N.A. as Trustee under the provisions of a Trust Agreement dated May 1, 1996 and known as Trust No. 11-5073, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Barrington, N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Barrington, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank Barrington, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either expressed or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this instrument and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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