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Doc#: 0405750208  
Eugene "Gene" Moore Fee: \$38.50  
Cook County Recorder of Deeds  
Date: 02/26/2004 01:59 PM Pg: 1 of 8

**This Document Was Prepared By:**

Michael D. Downing, Esq.  
Miller Forest & Downing LLC  
1275 Milwaukee Ave.  
Suite 300  
Glenview, Illinois 60025

**After Recording Return to:**

Michael D. Downing, Esq.  
Miller Forest & Downing LLC  
1275 Milwaukee Ave.  
Suite 300  
Glenview, IL 60025

**NORTHFIELD WOODS SANITARY DISTRICT  
DECLARATION OF RESTRICTIONS  
FOR SANITARY SEWER USAGE**

1. WHEREAS, the legal title to the real estate consisting of the territory hereinafter described (hereinafter referred to as the "Parcel"), is vested in Sandmill, Inc., an Illinois corporation (hereinafter variously referred to as "Owner" and/or "Declarant"); and
2. WHEREAS, Parcel is commercially developed with an approximately fifteen thousand (15,000) square foot one-story multi-tenant retail facility on an approximately 0.6862 acre parcel; and
3. WHEREAS, Parcel is within the territorial boundaries of the Northfield Woods Sanitary District, a municipal corporation organized and existing under the laws of the State of Illinois (Illinois Compiled Statutes, 70 ILCS 2805, et. sec.) (hereinafter referred to as "District"); and
4. WHEREAS, the Declarant, which is also the owner of the Parcel, which is legally described on Exhibit A attached hereto and made a part hereof, is desirous of utilizing

*Handwritten signature: E. Moore*

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the sanitary sewerage system and facilities of the District in accordance with the rules, regulations and ordinances of the District; and

5. WHEREAS, it is in the public interest and necessary for the proper operation of the sewer system of the District that discharges into the District's sanitary mains be limited as determined by and in the sole discretion of the Board of Trustees of the District, taking into consideration the recommendations and advice of the District's engineer; and

6. WHEREAS, Declarant has submitted to the District plans for the utilization of said Parcel, said plans consisting of an approximately fifteen thousand (15,000) square foot one-story multi-tenant retail facility, which includes two (2) restaurants and a laundromat; and, the Declarant represents to the District that the only discharges from the Parcel into the District's system will be those as set forth hereinafter and will be strictly limited to a total peak flow rate not to exceed three thousand one hundred (3,100) gallons per day (GPD). The maximum current permissible fixture count for the Parcel is as follows:

Fixture Description	Quantity	Fixture Units	Total Fixture Units
Toilets	5	1	5
Urinals	3	1	3
Restroom/Hand/Wash Sinks	9	1	9
Mop Sink	2	1	2
3- Compartment Sink (Famo's Subs)	2	1	2
Washing Machines	36	1	36
Floor Drains	3	1	3
<b>Totals:</b>	<b>60</b>		<b>60</b>

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Based on this fixture count, the District's engineer has calculated that the total permissible maximum flow may not exceed six thousand (6000) gallons per day per acre (GPD/Acre).

7. WHEREAS, Declarant herein represents to the District that a one thousand (1,000) gallon grease trap has been installed, in accordance with all applicable District regulations, pursuant to the direction of the District's engineer and inspector, prior to Declarant's connection to the lines of the District; and, said installation shall be maintained in accordance with all applicable ordinances, rules, regulations and provisions of the District. All grease traps shall be continuously maintained by Declarant, at Declarant's sole expense, in accordance with all District directives, rules, regulations and ordinances, as the same may be, from time-to-time, promulgated by said District; and

8. WHEREAS, this fixture count has been provided to the District by the Declarant and Declarant acknowledges that District has utilized this data in establishing the maximum flow rate and grease trap size set forth herein; and Declarant further affirms that all future discharges from the parcel shall be in accordance with all applicable laws and regulations of all governmental bodies and agencies; and

9. WHEREAS, predicated upon such representations, the District, concurrently with the execution and delivery of this Declaration, and in complete reliance thereon, has authorized Declarant to utilize the sanitary sewerage system of the District; and

10. WHEREAS, Declarant acknowledges that any change, amendment or modification in use may result, in the District's sole discretion, in the requirement for installation of additional sanitary sewerage facilities.

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NOW, THEREFORE, in consideration of the foregoing, Declarant hereby covenants and warrants as follows:

A. All WHEREAS paragraphs in the preamble are hereby incorporated as if again recited herein; and

B. For the term of twenty (20) years, commencing January 1, 2004, and expiring December 31, 2023, all restrictions recited herein shall be in full force and effect; it being understood that all right and permission to utilize the sewage disposal system of the District is predicated upon the outflow from the Declarant's development, fixtures and drains as hereinabove recited, and that continuation of such right and permission of use is conditioned upon the maintenance and use of said parcel in conformance with the limitations and representations set forth in all recitals contained herein, as well as continued compliance with all District directives, rules, regulations and ordinances. Failure to so comply or the creation of any flow rates in excess of those herein set forth may result, upon proper notice and hearing, in termination, without liability to the District, of sanitary sewer service to the Parcel and all improvements located thereon; and

C. All restrictions and conditions set forth in this Declaration may be modified only by the District or its successors, Declarant having been given proper notice and an opportunity to be heard regarding any such proposed modifications; and

D. This Declaration shall inure to the benefit of the District and be binding upon the respective successors, assigns and lessees of the property owners; and

E. All costs and expenses of installation, inspection, operation, maintenance and enforcement of full compliance with the laws, ordinances and regulations of the District,

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including all recitations herein set forth, and which costs and expenses shall include, but not be limited to, expenses for engineering, inspection, maintenance and attorney's fees, shall be borne by, and be the sole responsibility of, the Declarant and any successors in title thereto; and

F. This document shall be recorded with the Cook County Recorder of Deeds, and the restrictions and recitals herein contained shall constitute covenants running with the land during the term of this Agreement; and

G. If any section, paragraph, sentence or clause of this Declaration is, regardless of cause, held invalid or to be unconstitutional, the remaining sections, paragraphs, sentences and clauses shall all continue in force and effect and shall be construed thereafter as being the entire provisions of this Declaration.

H. Any notice or other communication required to be given to a party under this Declaration shall be in writing, unless otherwise specified in this Declaration, and shall be given by one of the following methods to such party at the address set forth at the end of this paragraph: by certified United States (U.S.) mail, return receipt requested and postage prepaid; by personal delivery or by overnight courier service; telecopier, telex, interconnected computers, facsimile or any other means for transmitting a written communication. Any such notice shall be deemed to have been given as follows: (1) when sent by certified U.S. mail, as of the date of delivery shown on the receipt, or if not determinable, as of the third business day after it was mailed; and (2) when sent or delivered by any other means, upon receipt. Either party may change its address for notice by giving written notice thereof to the other party.

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The address of each party for notice initially is as follows:

**Sandmill:**

Daniel Nava  
Sandmill, Inc.  
3375 N. Milwaukee Avenue  
Northbrook, IL 60062

**With a copy to:**

Michael Hirschtick, Esq.  
6321 N. Avondale  
Chicago, IL 60631

**District:**

Northfield Woods Sanitary District  
Frank S. Ness, President  
3801 W. Lake Avenue, Suite 207  
Glenview, IL 60025

**With a copy to:**

Michael D. Downing  
Miller, Forest & Downing LLC  
1275 Milwaukee Avenue, Suite 300  
Glenview, IL 60025  
(847) 803-3320

IN WITNESS WHEREOF, the undersigned parties have executed this DECLARATION  
of RESTRICTIONS on the date below set forth.

**SANDMILL, Inc., an Illinois Company**

By: Daniel Nava

Attest: Karen Z. Kara

Date: 2/10/04

a:sandmillplazadoc.doc

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

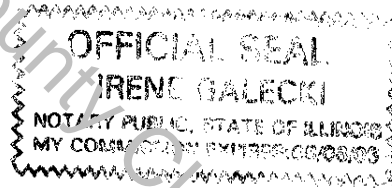
I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that DANIEL NAVA and NANCY NAVA, appeared before me this day in person and voluntarily signed and attested said Declaration of Restrictions as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 11<sup>TH</sup> day of FEB, 2024

Irene Galecki  
Notary Public

My Commission Expires:

06/06/26



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## EXHIBIT A

That part of the South 15 Acres of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 30, Township 42 North, Range 12, East of the Third Principal Meridian, described by commencing at the point of intersection of the South line of said North  $\frac{1}{2}$  with the Center line of Milwaukee Avenue, which point is 1075.64 feet more or less East of the West line of said Northeast  $\frac{1}{4}$  and running thence Northwesterly along said center line of Milwaukee Avenue a distance of 154.06 feet to its intersection with a line 125 feet measured perpendicularly North and parallel with said South line of the North  $\frac{1}{2}$  for a place of beginning; thence Northwesterly along center line of Milwaukee Avenue 150.73 feet to the North line of said South 15 acres; thence East along the North line of said South 15 acres 391.85 feet to the center line of Sanders Road; thence Southerly along the center line of Sanders Road 123.30 feet to its intersection with a link 125 feet measured perpendicularly North of and parallel with said South line of the North  $\frac{1}{2}$ ; thence West along aforementioned line 319.46 feet to the place of beginning, (excepting from said tract of land that part described as follows: beginning at the intersection of the center line of Sanders Road with a line 125 feet North of and parallel with the South line of the North  $\frac{1}{2}$  aforesaid; thence West, on said parallel line, to the intersection with a line 50 feet Westerly of and parallel with said center line; thence Northwesterly on said 50 feet parallel line, to the North line of the South 15 Acres aforesaid; thence East, on said North line, to the center line of Sanders Road aforesaid, thence Southeasterly, on said center line to the place of beginning, in Cook County, Illinois

Commonly known as: 3375 N. Milwaukee Avenue, Glenview Illinois  
 P.I.N.: 04-30-201-006