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THIS DOCUMENT  
PREPARED BY:

Kathleen T. Henn  
Klein, Thorpe and Jenkins, LTD.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606

AFTER RECORDING  
RETURN TO:

BOX 324 (KTH)

Subject Property:  
2400 Oakton  
Park Ridge, Illinois 60068



Doc#: 0721916082 Fee: \$28.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/07/2007 02:17 PM Pg: 1 of 3

## CITY OF PARK RIDGE

### STORMWATER FACILITY MAINTENANCE AGREEMENT

This Stormwater Facility Maintenance Agreement is made and entered into by and between the legal title owner (the "Owner") of the property legally described below (the "Property") and the City of Park Ridge (the "City"). Pursuant to the requirements of Article 11, Chapter 3 of the Park Ridge Municipal Code ("Code"), the Owner understands, acknowledges and agrees that:

1. MB Financial is the tenant (the "Tenant") for the Property. The Tenant has authorization from the Owner to apply for a building permit (the "Permit") as required by the Park Ridge Municipal Code and to make improvements to the Property as provided in the Permit. The plans submitted with the Permit include plans to remove the existing asphalt in the adjacent alley and replace it with concrete. The plans consist of: Sheets A-0.0, A-0.1, A-1.1, A-1.2, A-1.3D, A-1.3R, A1.4, A1.5, A-1.6, A2.0D, A2.0R, A-3.0, A-3.1, A-3.2, A-3.3, A-4.0D, A-4.0R, A5.0, A6.0D, A6.0R, A-6.1R, A-7.0, A-7.1, A-7.2, A-7.2, AE1.0D, AE1.0R, L0.1, L0.2, S-1.0, S-1.1, M-1.0, M-2.0, E-0.0, E-0.1, E-0.2, E-1.0, E2.0, E2.1, prepared by VRA Architects, and C-0.0, C1.0, C2.0, C3.0, C4.0, C5.0, C6.0, Prepared by Bono Consulting, Inc. with the latest revision date of June 21st, 2007, (the "Approved Plans").

The Tenant has sought permission to construct and install certain storm water facilities (the "Storm water Facilities") as may be required by Article 11, Chapter 3 of the Code. As part of the improvement, Tenant's plans show that the drainage from the improved alley will be directed to a new catch basin located in the centerline of the alley, which connects to a pipe that flows into the Property and into the on-site detention facility. From the detention facility, it outflows through a restrictor to a pipe that connects to the sewer located in Busse Highway. For the purposes of this Agreement, "Storm water Facilities" shall mean and include all detention or retention basins, ditches, channels, conduits, bridges, culverts, levees, ponds,

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natural and man-made impoundments, wetlands, riparian environments, tiles, swales, sewers, or other natural or artificial structures or measures that serve as means of detaining, retaining or draining surface and subsurface water on or from land.

2. The Owner and Tenant understand and agree that the Storm water Facilities to be built on the Property pursuant to the grant of the Permit will affect the detention, retention, drainage and flow of storm water on the Property and in the surrounding area, and that the Owner is fully responsible for the management, operation and continued maintenance of any and every portion of the Storm water Facilities governed by the Permit in accordance with this Agreement and the Code. The Owner also understands and agrees that public storm water will be drained through the Storm water Facilities.

3. Except for that portion of the Property improved with the principal structure and any permanent accessory structure (e.g., detached garage), the Owner grants to the City (or its contractor), on, over, across, under and above the Property, (a) a drainage easement for the use and benefit of the City for the sole purpose of storm water detention, retention and, drainage, and (b) a right of access to the Property at any time for the reasonable exercise of the rights granted to the City in this Agreement to enforce the provisions of this Agreement and the applicable provisions of the Code.

4. No change shall be made in the finished grade of the Property nor shall any building or other structure, pavement or plant material (other than grass or ground cover) of any kind whatsoever be placed or permitted to exist on the Property that might materially affect the proper management, operation or continued maintenance of any Storm water Facilities or impede storm water drainage in or on the Property or materially reduce the storm water detention or retention capacity thereof except as provided in the Approved Plans. No work of the type described in the preceding sentence shall be commenced prior to submission to, and approval by, the City Engineer of sufficient documentation, prepared by a registered professional engineer, to demonstrate that such work will not violate the prohibitions of the preceding sentence.

5. In the event the City determines, in its sole and absolute discretion, that the prohibitions of the preceding Paragraph 4 or the applicable provisions of the Code have been violated or that proper maintenance of the Storm water Facilities is not being performed or that proper operation of the Storm water Facilities is not occurring, on the Property at any time, the City may assess a fine for the violation of the Code or after ten (10) days prior written notice to the Owner, may, but shall not be obligated to, enter upon any or all of the Property for the purposes of (a) correcting any violation of Article 11, the Permit or this Agreement and (b) performing maintenance work on and to the Storm water Facilities.

6. In the event that the City shall cause to be performed any work pursuant to this Agreement, the City shall have the right to charge the Owner an amount sufficient to pay the entire cost of such work including administrative costs, either before or after such cost is incurred. If the amount so charged is not paid by the Owner within thirty (30) days following a demand in writing by the City or such payment, such charge, together with interest at the statutory rate for judgments and costs of collection (including attorney's fees), shall become a lien upon the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien in foreclosure proceedings as pursuant to State law.

7. Nothing in this Agreement shall be construed to constitute a dedication of any portion of the Storm water Facilities to, or an acceptance thereof by, the City.

8. The City shall be under no obligation to exercise the rights granted in this Agreement except as it shall determine to be in its best interest. No failure to exercise at any time any right herein granted to the City shall be construed as a waiver of that or any other rights or as an impediment to the City's exercise of any other remedy provided by the Code, the Permit, this Agreement or the law of Illinois.

9. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the Owner of the Property, the Owner's successors, assigns and grantees, and all parties claiming by, through and under them. Enforcement of this Agreement, may be sought by the City by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision, either to

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restrain violation, to compel affirmative action, or to recover damages, and against the Property to enforce any lien created by this Agreement.

10. This Storm water Facility Maintenance Agreement will become a permanent record in the file maintained by the City on the Property, and shall be recorded, at the expense of the Owner, against the Property in the Office of the Cook County Recorder of Deeds.

11. Any notice to the Owner under this Agreement shall be given to the last name and address shown on the most recent real estate tax bill issued by the Cook County Treasurer. Any notice to the City under this Agreement shall be give to: City of Park Ridge, Director of Public Works, 505 Butler Place, Park Ridge, Illinois 60068, or to such other address at which the principal administrative offices of the City are located from time to time.

**Legal or Beneficial Property Owner  
Or Authorized Representative**

Sam Bong  
Name (Please Print)

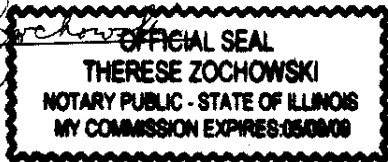
[Signature]  
Signature

Authorized Representative  
Title

Date: August 2, 2007

Subscribed and sworn to  
Before me this 2nd  
day of August, 2007.

[Signature]  
Notary Public



**Tenant**

MB Financial Bank  
Name (Please print)

[Signature]  
Signature

Authorized Representative  
Title

Date: August 2nd, 2007

**Permanent Real Estate Index Number: 09-22-326-032-0000**

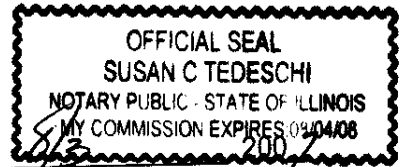
**Property Legal Description:** LOTS 1, 2 AND 3 IN BLOCK 4 IN NICK SCHLOSSER'S GREATER PARK RIDGE SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, A PLAT OF WHICH SUBDIVISION WAS REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, FEBRUARY 24, 1926 AS DOCUMENT 291853

**CITY OF PARK RIDGE**

Accepted and Approved By:

JOSEPH A. SACCOMANNO  
Name (Please Print)

[Signature]  
Director of Public Works



Date: 8/2/2007

Subscribed and sworn to  
Before me this 3rd  
day of August, 2007.

[Signature]  
Notary Public

**Notary Public block for Tenant**

Subscribed and sworn to before  
me this 2nd day of August  
2007.

[Signature]  
Notary Public

