

# UNOFFICIAL COPY

THIS DOCUMENT  
PREPARED BY:

Michael T. Jurusik  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606-2903

AFTER RECORDING  
RETURN TO:

BOX 324 (MTJ)

Stormwater Management Permit # 09-246-3

Property Address:  
Lot 246-3  
1020 Hickory Drive  
Western Springs, Illinois 60556  
PIN: 18-18-405-017



Doc#: 0925731026 Fee: \$40.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/14/2009 02:58 PM Pg: 1 of 3

## VILLAGE OF WESTERN SPRINGS

### 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 Village of Western Springs (the "Village") pursuant to Section 10-11-10K, of the Western Springs Flood Plain and Storm Water Management Chapter of the Western Springs Development Control Ordinance entitled "Storm Water Management Requirements for all Developments – Maintenance" (the "Ordinance"). Pursuant to the requirements of Section 10-11-10K, the Owner understands, acknowledges and agrees that:

1. The Owner, or the authorized representative of the Owner, shall apply for a development permit (the "Permit") for the Property as required by the Ordinance. With the application for that Permit, the Owner shall submit storm water management grading plans (the "Approved Plans") as described below seeking permission to construct and install certain storm water facilities (the "Stormwater Facilities") as may be required by Chapter 11. For the purposes of this Agreement, "Stormwater Facilities" shall mean and include all detention or retention basins, ditches, channels, conduits, bridges, culverts, levees, ponds, 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.

\* The term "Owner" refers to Western Springs One, LLC (aka Dartmoor Homes) until closing, after which the terms of this Agreement apply to any subsequent purchaser or owner of the Property. Dartmoor Homes applied for and received the above-referenced Permit relative to the construction of the Stormwater Facilities pursuant to said Permit.

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2. The Owner understands and agrees that the Stormwater Facilities to be built on the Property pursuant to the grant of the Permit will affect the detention, retention, drainage and flow of stormwater 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 Stormwater Facilities governed by the Permit in accordance with this Agreement and the Ordinance.

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 Village (or its contractor), on, over, across, under and above the Property, (a) a drainage easement for the use and benefit of the Village for the sole purpose of stormwater 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 Village in this Agreement to enforce the provisions of this Agreement and the applicable provisions of the Ordinance.

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 Stormwater Facilities or impede stormwater drainage in or on the Property or materially reduce the stormwater detention or retention capacity thereof 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 Village 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 Village determines, in its sole and absolute discretion, that the prohibitions of the preceding Paragraph 4 or the applicable provisions of the Ordinance have been violated or that proper maintenance of the Stormwater Facilities is not being performed or that proper operation of the Stormwater Facilities is not occurring, on the Property at any time, the Village may assess a fine for the violation of the Ordinance 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 Chapter 11, the Permit or this Agreement and (b) performing maintenance work on and to the Stormwater Facilities.

6. In the event that the Village shall cause to be performed any work pursuant to this Agreement, the Village 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 Village for 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 Village 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 Stormwater Facilities to, or an acceptance thereof by, the Village.

8. The Village 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 Village shall be construed as a waiver of that or any other rights or as an impediment to the Village's exercise of any other remedy provided by Chapter 11, 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 Village by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision, either to restrain violation, to compel affirmative action, or to recover damages, and against the Property to enforce any lien created by this Agreement.

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10. This Stormwater Facility Maintenance Agreement will become a permanent record in the file maintained by the Village 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 Village under this Agreement shall be give to: Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558, or to such other address at which the principal administrative offices of the Village are located from time to time.

**Legal or Beneficial Property Owner**

Glenn E. Hess / Bonnie M. Hess  
Name (Please Print)

Glenn E. Hess / Bonnie M. Hess  
Signature

Date: MAY 15, 2009

**VILLAGE OF WESTERN SPRINGS**  
Accepted and Approved By:

Walter Scott  
Director of Community Development  
or designee

Date: AUGUST 28, 2009

**Permanent Real Estate Index Number:** 18-18-405-017

**Property Legal Description:** Lot 246-3 in Timber Trails Subdivision Unit 1, being a subdivision of part of the Southeast ¼ and the Northeast ¼ of Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, along with part of the Southwest ¼ of Section 17, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

**Approved Plans:** Those certain plans entitled: PERMIT PLAT GRADING PLAN  
and prepared by CHRISTIAN-ROGE & ASSOCIATES, INC. with latest revision date of  
MAY 5, 2008, consisting of 1 sheets.

Subscribed and sworn to  
Before me this 15<sup>th</sup> day  
of May, 2009.

[Signature]  
Notary Public

