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PREPARED BY:
VILLAGE OF NORTHBROOK
1225 CEDAR LANE
NORTHBROOK, IL 60062

Doc#: 1106231036 Fee: \$48.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 03/03/2011 12:35 PM Pg: 1 of 7

AFTER RECORDING
RETURN TO:
RECORDER'S BOX 337

RESTRICTIVE COVENANT FOR STORMWATER DETENTION AND DRAINAGE AREA

THIS RESTRICTIVE COVENANT is dated as of this 25th day of February, 2011, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "Village") and the Patricia E. Stone Revocable Trust (the "Owner").

IN CONSIDERATION OF the mutual covenants and agreements set forth herein and pursuant to the Village's home rule powers, the parties hereto agree as follows:

Section 1. Background.

A. The Owner is the owner of certain real estate situated at **1390 Lee Road** Northbrook, County of Cook, State of Illinois, which real estate is legally described in Exhibit A (the "Subject Property").

B. As a condition of the approval for the new home to be constructed at the subject property, the Village has required that the Owner provide stormwater detention in accordance with the approved engineering site plan set prepared by **V3 Companies**, (the "Site Plan") dated October 27, 2010.

C. The Owner and the Village have determined that it is in their respective best interests to enter into this covenant in order to provide the Village with a sufficient property interest in the Subject Property to fulfill the purposes described herein regarding the stormwater detention and drainage area as depicted in Exhibit B (the "stormwater detention and drainage area").

Section 2. Covenants For Stormwater Detention And Drainage Area

No change shall be made in the finished grade of the land within the stormwater detention and drainage area, nor shall any construction of any kind whatsoever be erected, or permitted to exist within the stormwater detention and drainage area which might materially impede stormwater drainage therein or materially reduce the stormwater detention capacity thereof. Trees, shrubs, and normal landscape planting shall be permitted within the stormwater detention and drainage area only with prior written approval of the Village Manager of the Village of Northbrook. No obstructions may be erected or permitted upon the stormwater detention and drainage area or the property that will in any way unreasonably interfere with any rights created by this covenant.

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Section 3. Costs.

The Owner acknowledges and agrees that the stormwater detention and drainage area shall be constructed, installed, repaired and maintained solely by Owner at Owner's sole cost and expense and shall be kept by the Owner in a safe condition without hazards at all times. The Owner understands, acknowledges and agrees that the Village assumes absolutely no responsibility for, or liability arising out of, the construction, installation, care, operation or maintenance of any portion of the stormwater detention and drainage area.

Section 4. Indemnification.

The Owner agrees to, and does hereby, release, hold harmless and indemnify the Village and all of its elected and appointed officials, officers, boards, commissions, employees, agents, representatives, engineers, and attorneys, from any claims, lawsuits, judgments, demands, damages, liabilities, losses, executions, debts, fines, penalties, and expenses, including administrative expenses and attorneys' fees (collectively "Claims"), that may arise or be alleged to have arisen, out of or in connection with the construction, installation and maintenance of the stormwater detention and drainage area. The Owner shall, and does hereby agree to, pay all expenses, including attorneys' fees, court costs, and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Claims mentioned in this Section.

Section 5. Enforcement.

The Owner recognizes and agrees that the Village has a valid interest in ensuring that this Restrictive Covenant is properly adhered to and therefore does hereby grant the Village the right to enforce this Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

Section 6. Exercise of Village Rights: Waiver.

The Village is not required to exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the Village to exercise any right here in granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any real property to the Village.

Section 7. Amendment

This Covenant may be revised, amended or annulled only upon the express, prior written approval of the Village Manager and recordation by the Village Clerk.

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Section 8. Modification of Stormwater Detention and Drainage Area.

The Stormwater Detention and Drainage Area as depicted on the Site Plan may be relocated, modified or revised with the mutual consent of the Village and the Owner provided that the required volume of 0.0739 acre-feet is maintained.

Section 9. Covenants Running With The Land.

The covenants and restrictions hereby imposed shall run with the land and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

Section 10. Recording.

This Restrictive Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all contracts and deeds of conveyance relating to the Subject Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant. The Owner agrees to pay the fee for the preparation and recordation of this Restrictive Covenant, as established by the Village's Annual Fee Ordinance, as may from time to time be amended.

Section 11. Headings.

The headings of the Sections herein are intended for reference only and are not intended to alter, amend or affect any of the terms or provisions of this Covenant.

Section 12. Term.

The restrictions hereby imposed shall be enforceable for a term of one hundred (100) years from the date this Restrictive Covenant is recorded, after which time such Restrictive Covenant shall be automatically extended for successive periods of ten (10) years unless an instrument amending this Restrictive Covenant shall be recorded and provide for some other duration. If any of the rights or restrictions imposed by this Restrictive Covenant would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George Walker Bush, current President of the United States.

Section 13. Severability.

Invalidation of any one of these covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Owner has caused this Restrictive Covenant to be executed on the date first above written.

OWNER:



Trustee of Patricia E. Stone Revocable Trust

WITNESS/ATTEST:

By: Sandra E. King

Title: _____

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STATE OF ILLINOIS)
)
COUNTY OF _____)

I, Liliya Semerdzhidi, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PATRICIA E. STONE 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 acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 16 day of February, 2010.

Liliya Semerdzhidi

Signature of Notary



SEAL

My Commission expires: 11/24/13

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EXHIBIT A

Legal Description of the Subject Property

The south half (except the south 25 feet and the east 25 feet thereof taken for road) of the south 407 ½ feet of the east half of the east 228 feet of the east half of the east 54 rods 7 feet and (3/4) inches of the south three quarters of the northeast quarter of the south east quarter of section 10, township 42 north, range 12, east of the third principal meridian, in Cook County, Illinois

Commonly known as 1390 Lee Road

Permanent Real Estate Index Number 04-10-402-031

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EXHIBIT B

Stormwater Detention and Drainage Area

