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Village of La Grange  
Village Clerk  
53 South La Grange Road  
La Grange, Illinois 60525



Doc#: 1202718066 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/27/2012 04:36 PM Pg: 1 of 15

For Recorder's Use Only

## DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS (61 North Edgewood Avenue, La Grange, Illinois)

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS (this "**Declaration**") is made on December 23, 2011, by Anthony Lewandowski and Janet Lewandowski (collectively the "**Owner**");

### RECITALS:

WHEREAS, the Owner is the owner of record title to the parcel of real estate commonly known as 61 North Edgewood Avenue, La Grange, Illinois and legally described in **Exhibit A** attached to and, by this reference, made a part of this Declaration (the "**Property**"); and

WHEREAS, the Village of La Grange (the "**Village**") approved plans submitted by the Owner for the development of the Property; and

WHEREAS, the approved development plans for the Property, a copy of which are attached to and by this reference incorporated in this Declaration as **Exhibit B** (the "**Approved Plans**") require construction of a storm water detention basin and storm sewer overflow drain on the Property to receive storm water drainage from the Property and other properties in the vicinity of the Property and to direct such storm water into a Village storm sewer main located in the Edgewood Avenue right-of-way (the "**Edgewood Sewer Main**"); and

WHEREAS, the Owner subsequently requested Village approval to remove the storm sewer overflow drain from the Approved Plans; and

C.F.  
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WHEREAS, in consideration for the Village's approval to remove the required storm sewer overflow drain from the Approved Plans, and to remain compliant with required storm water management standards, the Owner desires to restrict the use of the Property in the manner and to the extent set forth in this Declaration, and the Owner desires to do all work on the Storm Water Retention System as defined in this Declaration in full compliance with the Approved Plans;

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and will be held, transferred, sold, conveyed, used, and occupied subject to the covenants, easements, conditions, and restrictions contained in this Declaration, which will run with the land for the purpose of protecting the value and desirability of the Property and other properties within the Village and for the benefit of the Village, and THE OWNER FURTHER DECLARES, AGREES, AND GRANTS AS FOLLOWS:

Section 1. Covenants.

A. Notwithstanding any use or development right that may be permissible, applicable, or available for the Property, the Owner covenants and agrees that the Owner will install and permanently maintain (1) a 0.5-foot-deep storm water depression area within the rear yard of the Property, in the location provided on the Approved Plans, to receive surface drainage from the Property and other properties in the vicinity and (2) an underground dissipation system underneath the depression area, as depicted on the Approved Plans, to receive and dissipate the storm water collected within the depression area. (The depression area and dissipation system are referred to collectively in this Declaration as the "**Storm Water Retention System**".)

B. The Owner covenants and agrees to establish a permanent connection between the storm water storage basin on the Property and the Edgewood Sewer Main (the "**Connection**") if (1) the Storm Water Retention System ever is removed, altered, or otherwise not maintained in compliance with the terms and conditions of this Declaration or applicable Village codes or ordinances or (2) the Storm Water Retention System is not adequate to prevent "**Adverse Adjacent Impacts**." Adverse Adjacent Impacts are defined, for this Declaration, as flooding or excessive ponding of storm water on any property adjacent to the Property that reasonably can be determined by the Village, as set forth in Subsection C of this Section, to be caused by an excess flow of storm water from the Property attributable to inadequate retention of the storm water within the Property by the Storm Water Retention System. The Connection must be installed by the Owner at the Owner's sole expense and subject to all review, permit, and approval requirements of the Village.

C. The determination whether the Storm Water Retention System is not adequate to prevent Adverse Adjacent Impacts will be made by the Village's

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civil engineer in the exercise of her or his sound professional judgment (the "**Inadequacy Determination**"). The Inadequacy Determination will be based on the recurrent flooding or ponding and data and circumstances as they currently exist. If the Owner disagrees with the Inadequacy Determination, then the Owner may appeal the Adequacy Determination to the Village Manager. The appeal must be made in writing within 14 days after the Owner has been notified in writing by the Village of the Inadequacy Determination. The appeal must include facts, and supporting data if any, (1) why the Inadequacy Determination is incorrect and (2) why any flooding or excessive ponding of storm water as described in Subsection B of this Section is not attributable to the inadequacy of the Storm Water Retention System. If the Owner disagrees with the determination of the Village Manager, then the Owner may request, within three days after the Owner has been notified in writing by the Village of the Village Manager's determination, that the record of the appeal be submitted to the Board of Trustees for its review. The Board of Trustees' determination, which will be based on the materials and information presented to the Village Manager, will be final.

## Section 2. Conditions and Restrictions.

A. The Owner must maintain the Storm Water Retention System in good condition and in compliance with the Approved Plans and applicable Village codes and ordinances at all times.

B. If (1) the Village determines, at any time and without any time limitation or expiration, that the Storm Water Retention System has been removed, altered, or otherwise not maintained in compliance with the terms and conditions of this Declaration or (2) if the Village makes an Inadequacy Determination at any time prior to December 31, 2019, under Subsections 1B and 1C of this Declaration that the Storm Water Retention System is not adequate to prevent flooding conditions on adjacent properties, then the Village will notify the Owner that the Property must be connected to the Edgewood Sewer Main as provided in Subsection 1B of this Declaration. If the Owner fails to install the Connection within 60 days after receipt of written notice from the Village to do so, or if the Owner does not properly maintain the Connection in perpetuity, then the Village may enter the Property and perform all work required and necessary to install, and maintain if necessary, the Connection, as provided in Section 3 of this Declaration at the Owner's expense. The Owner must reimburse all costs and expenses incurred at any time by the Village in installing and maintaining the Connection.

## Section 3. Easements.

A. The Owner declares and grants to and for the benefit of the Village a non-exclusive easement over, across, upon, under, and throughout all portions of

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the Property on which are located or are to be located the various components of the Storm Water Retention System, for the following purposes:

- (1) To inspect the Storm Water Retention System from time to time to determine that the Storm Water Retention System is being maintained in compliance with the Approved Plans, this Declaration, and applicable Village codes and ordinances.
- (2) To build, and to maintain if necessary, the Connection between the Property and the Edgewood Sewer Main as provided in Subsection 2B of this Declaration.

B. The Owner also declares and grants to and for the benefit of the Village an easement for access to the Storm Water Retention System and all portions of the Property adjacent thereto and between the Storm Water Retention System and the Edgewood Sewer Main as may be required or necessary to inspect the Storm Water Retention System or to install, maintain, repair, and replace the Connection.

Section 4. Notice of Inspection, Other Action.

The Village shall give notice in advance to the Owner prior to conducting any inspection or other activity that requires entry onto the Property.

Section 5. Duration; Permanently Binding on Owners, Successors.

The easements, covenants, conditions, and restrictions contained in Sections 1, 2, and 3 of this Declaration are perpetual, except only as specifically provided otherwise in this Declaration. All of the easements, covenants, conditions, and restrictions create mutual benefits and covenants running with the land that will be binding on any owner, tenant, or occupant of the Property and all of their respective heirs, personal representatives, successors, and assigns.

Section 6. Failure to Pay.

Any amount of money due to the Village from the Owner under this Declaration that is not paid when due will bear interest from the due date until the date of payment at the lesser of 6 percent per annum or the maximum rate permitted by law, and such amounts shall be secured by a lien on the Property, effective when the lien is recorded in the Office of the Recorder of Deeds of Cook County, Illinois. Each such lien may be foreclosed on in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness.

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## Section 7. Enforcement.

The Owner specifically acknowledges and agrees that the Village has a valid interest in ensuring that the restrictions, covenants, duties, and agreements in this Declaration are properly performed, and the Owner therefore grants the Village the right to enforce these restrictions, covenants, duties, and agreements by any proceeding at law or in equity (1) against any person or persons violating, attempting to violate, or failing to fulfill or perform any restriction, covenant, duty, or agreement in this Declaration, which proceeding may be brought either to restrain violation, or to compel affirmative action, or to recover damages, or any of these and (2) against the Property to enforce or foreclose any lien created by the restrictions, covenants, duties, or easements.

## Section 8. General Provisions.

A. Notices. All notices required to be served by this Declaration must be served in writing and will be deemed to be served when delivered personally or three business days following deposit, by certified or registered mail, in the United States mail, postage prepaid.

B. Recordation. This Declaration will be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and all leases, contracts, and deeds of conveyance relating to the Property or any part thereof will be subject to the provisions of this Declaration.

C. Non-Waiver. The Village will be under no obligation to exercise any of the rights granted to it in this Declaration at any particular time and the Village may determine to exercise any of its rights as it may determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights will not be deemed or construed as a waiver thereof, nor void or affect the Village's right to enforce such rights or any other rights.

D. Amendments or Modifications. This Declaration may not be amended, modified, released, annulled, or otherwise affected except on the express, prior, written approval of the Village, and then only by an instrument signed by the Village and all owners of the Property or any portion thereof at that time.

E. Severability. If any provision of this Declaration is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Declaration will not be affected, impaired, or invalidated thereby, but will remain in full force and effect. The unenforceability of any provision of this Declaration will not affect the enforceability of that provision in any other situation.

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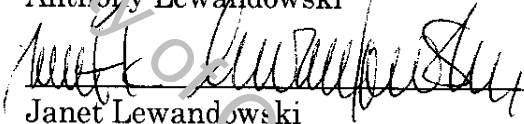
*Execution copy*

F. Acts of God. The Owner will not be considered to be in noncompliance with Subsections 1A or 1B(1) of this Declaration due to acts of God, including without limitation unusually severe weather conditions, that affect the condition or operation of the Storm Water Retention System so long as the Owner is exerting efforts to remedy the damage that are reasonable under the circumstances.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be properly executed as of the day and year first above written.

OWNER

  
\_\_\_\_\_  
Anthony Lewandowski

  
\_\_\_\_\_  
Janet Lewandowski

Property of Cook County Clerk's Office



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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

Lot 151 in West End Addition to LaGrange, being a subdivision in Section 5, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 18-05-211-010-0000

Property of Cook County Clerk's Office



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## EXHIBIT B

### APPROVED PLANS

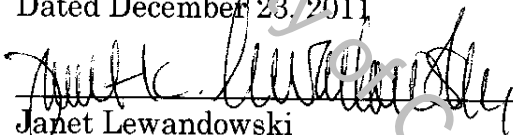
The Approved Plans are attached as the next page of this Declaration.

The Owner hereby swears and affirms that the Approved Plans are a true and accurate depiction and representation of the Storm Water Retention System as that System was installed on the Property.

OWNER

  
\_\_\_\_\_

Anthony Lewandowski  
Dated December 23, 2011

  
\_\_\_\_\_

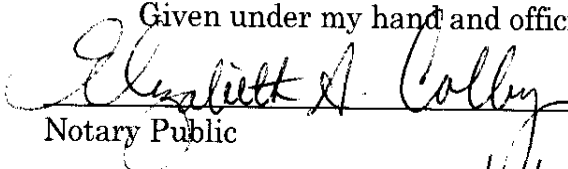
Janet Lewandowski  
Dated December 23, 2011

### ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

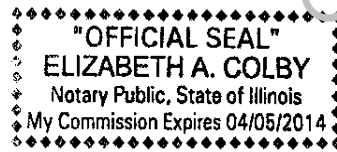
The foregoing sworn statement was signed under oath before me on December 23, 2011, by Anthony Lewandowski and Janet Lewandowski.

Given under my hand and official seal this 23d day of December 2011.

  
\_\_\_\_\_

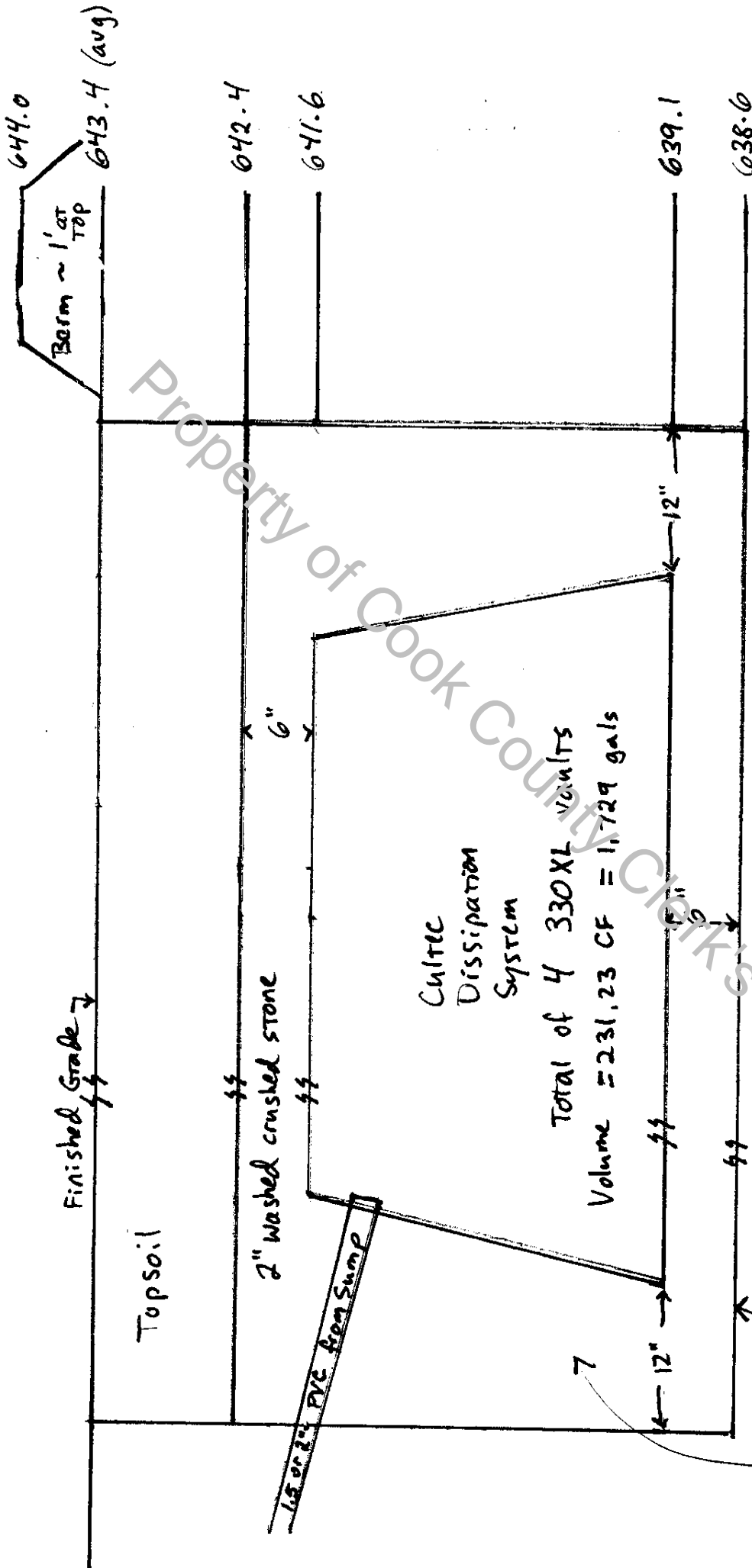
Notary Public

My commission expires: 4/5/14





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Dissipation System proposed for  
 61 N. Edgewood, LaGrange, IL  
 by Dig Right In Landscaping, Inc.  
 Revised 11/23/11


Total storage volume = 416 CF  $\approx$  3,100 gallons

Cultec  
 Dissipation  
 System  
 Total of 4 330XL vaults  
 Volume = 231.23 CF = 1,729 gals

4 oz. non woven  
 filter fabric around  
 crushed stone

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**Stormwater and Septic Solutions**  
Since 1986

1-800-4-CULTEC

Manufactured at  
ISO 9001:2000  
certified facilities

## CULTEC Recharger 330XL Stormwater System Calculations v.2009-072209.2

PREPARED FOR:

LEWANDOWSKI  
61 N. Edgewood  
LAGRANGE IL 60525

PROJECT INFORMATION:

CALCULATED BY:

SD

Cultec, Inc  
878 Federal Road  
Brookfield, CT 06804  
PH: 203-775-4416  
FX: 203-775-5887

DATE:  
8/15/11

Directions of how to use this worksheet

Square Bed: Input Rows and Units Per row

Irregular Bed: Input Rows, Total Units, Area, Perimeter from Drawing  
also input all General Given Information

Grids direction rows 18-21 and irrelevant Bed Information Rows 22-24 or 25-28

Proposed bed layout of

INPUT      2      Rows x      2      No. of Units per Row

**Square Bed Information**

**General Given Information**

Given:	INPUT	
Stone base	6 inches	152.4 mm
Stone above	6 inches	152.4 mm
Chamber Spacing	6 inches	152.4 mm
No. of HVLV FC-24 Feed Connectors	0 units	
Stone Porosity Calculated by:	40%	

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Stone Border Width  
**Assumptions**

1 feet

      0.3048 m

Model Name	Chamber Height	Design Unit Height	Chamber Width	Chamber Spacing	Design Unit Width	Chamber Volume per Linear Foot	Design Unit Volume	Installed Chamber Length
	inches	feet	inches	inches	feet	cu. ft/ft	cu. m/m	feet
	mm	m	mm	mm	m	cu. m/m	cu. m/m	m
English	30.5	3.542	52	6	4.833333333	7.459	11.323	7.000
Metric	774.7	1.080	1320.8	152.4	1.4732	0.693	1.052	2.134
English	30.5	3.542	52	6	4.833333333	7.459	11.323	7.750
Metric	774.7	1.080	1320.8	152.4	1.4732	0.693	1.052	2.362
English	30.5	3.542	52	6	4.833333333	7.459	11.323	7.750
Metric	774.7	1.080	1320.8	152.4	1.4732	0.693	1.052	2.362
English	12	n/a	16	n/a	n/a	0.819	n/a	0.500
Metric	304.8	n/a	406.4	n/a	n/a	0.076	n/a	0.152

**STORAGE PROVIDED WITHIN CULTEC RECHARGER 330XLHD STORMWATER CHAMBERS AND HVLV FC-24 FEED CONNECTORS - not including stone**

Number of Recharger 330XL IHD Intermediates by design	=	0 pcs	=	0.00 feet	=	0.00 m
Number of Recharger 330XL SHD Starters by design	=	2 pcs	=	15.50 feet	=	4.7244 m
Number of Recharger 330XL EHD Ends by design	=	2 pcs	=	15.50 feet	=	4.7244 m
Number of HVLV FC-24 Feed Connectors	=	0 pcs	=	0.00 feet	=	0 m
Total footage of Recharger 330XL chambers	=	31.00 feet	=	9.45 m	=	
Total footage of HVLV FC-24 Feed Connectors	=	0.00 feet	=	0.00 m	=	
Storage provided within Recharger 330XL chambers	=	231.23 CF	=	6.55 m <sup>3</sup>	=	
Storage within HVLV FC-24 Feed Connectors	=	0.00 CF	=	0.00 m <sup>3</sup>	=	
<b>Total Storage within CULTEC 330XL chambers and feed connectors</b>	<b>=</b>	<b>231.23 CF</b>	<b>=</b>	<b>6.55 m<sup>3</sup></b>	<b>=</b>	

**STORAGE PROVIDED WITHIN ENTIRE CULTEC STORMWATER SYSTEM - including stone**

Bed width	11.17 feet	3.40 m
Bed length	17.50 feet	5.33 m
Effective Bed depth (not including additional cover)	3.54 feet	1.08 m
Total Area	195.42 sq. ft.	18.15 m <sup>2</sup>
Volume of Effective Excavation (not including additional cover)	692.10 CF	19.60 m <sup>3</sup>
Min. Installed Depth (including min. cover)	4.38 feet	1.33 m
Perimeter of Bed Calculated by:	57.33 feet	17.48 m

CULTEC, Inc.  
PO Box 280  
Brookfield, CT 06804

PH: 203-775-4416  
FX: 203-775-1462

www.cultec.com  
tech@cultec.com

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Req. storage attained.

Total Min. Excavation (including min. cover)	855 CF	24.21 m <sup>3</sup>
Total Storage within CULTEC 330XL chambers and feed connectors	231 CF	6.55 m <sup>3</sup>
Total Stone Required	461 CF 17 CY	13.05 m <sup>3</sup>
Storage provided within stone	24 tons 184.35 CF	5.22 m <sup>3</sup>
<b>Total Storage within CULTEC Stormwater System</b>	<b>= 416 CF</b>	<b>11.73 m<sup>3</sup></b>

CULTEC MATERIALS LIST			
MODEL	Quantity	Unit of Measure	
Recharger 330XL SHD Starter Heavy Duty	2	pcs	
Recharger 330XL IHD Intermediate Heavy Duty	0	pcs	
Recharger 330XL EHD End Heavy Duty	2	pcs	
HVLV FC-24 Feed Connectors	0	pcs	
CULTEC No. 410 Filter Fabric 7.5' W x 300' L (2.29 m W x 91.44 m L)	0	rolls	
CULTEC No. 20L Polyethylene Liner	45	feet	14 m
<b>Total Stone</b>	<b>24</b>	<b>tons</b>	<b>13 cubic meters</b>

Call CULTEC for cost estimates and system design.

\*This calculator program is for estimation purposes only and should not take the place of a comprehensive engineering design. System calculations do not include materials required conventional pipe manholes.

The successful applicant and use of this software product is dependent on the application of skilled engineering judgment supplied by the user and/or their consultant.

The user of this software must select input values suitable to describe their specific engineering situation.

The information presented in the computer output is for review, interpretation, application and approval by a qualified engineer, who must assume full responsibility for verifying that all output is appropriate and correct. Any implied or expressed warranties covering this software program of user manual including warranties of merchantability or fitness for any particular purpose are expressly excluded.

CULTEC, Inc. and any of its affiliates shall not be held liable for any special, incidental, consequential, indirect or other similar damages resulting from the use of this software.

Use of this program constitutes acceptance of this liability agreement by the user.

Reconfiguring the need layout may affect actual storage provided.

Contact CULTEC Technical Assistance at 800-425-5832 or 203-775-4415 for further assistance.

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Last updated: 2009-07-20

Calculated by:  
CULTEC, Inc.  
PO Box 280  
Brookfield, CT 06804

PH: 203-775-4416  
FX: 203-775-1462

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December 23, 2011

Mr. Bob Klinker  
 Building Dept.  
 Village of La Grange  
 53 S. La Grange Rd.  
 La Grange, IL 60525

**Re: Dissipation System Installation at 61 N. Edgewood**

Dear Mr. Klinker:

This letter is in detail the installation of the Cultec® dissipation system conducted by Dig Right In Landscaping, Inc. (DRI) at the above referenced address.

On December 6, 2011, DRI began excavation activities in the back yard. DRI observed a topsoil horizon of approximately 22" on top of tan clay (see Picture 1). At the bottom of the trench, DRI found a gravel and sand seam (gravel of < 3/8") at a level of approx. 5.5' below ground surface. Work stopped as we approached the buried electric line and called JULIE to re-mark utilities.

On December 7, 2011, DRI observe 1 1/2" to 2" of groundwater on the bottom of the pit (see Picture 2). This is assumed to be groundwater because there had been no recent rain or snow melt. DRI finished excavation activities and removed and disposed of all clay from the excavation and stockpile left by the builder.

Cultec® chambers were installed according to manufacturer specifications, which are also per the Village approved plans. I observed and then removed a 4" solid PE pipe that was installed into one chamber so that there is no direct inlet from the ground surface into any chamber (see Picture 3).

DRI backfilled only with indigenous soils (i.e. no clay) topped off with pulverized topsoil. In addition, we observed that the builder had spread excavated clay across the entire front yard. DRI removed and disposed of approx. 6" of clay and backfilled with pulverized topsoil to improve the adsorptive capacity of the front yard soils.

The sump pump line from the house consists of a 1.5" solid PVC pipe out to the eastern edge of the patio. From there it steps up to a 3" solid PVC pipe to the top of one chamber (see Picture 3).

A solid 4" PE pipe was installed from the east side of the back porch under the patio and then extended into the sodded area of the back yard to accommodate a gutter and downspout on the back porch. This discharges to the surface and is not connected to any chamber.

Please contact me if you have any questions or need any additional information.

Sincerely,

Jeff Swano