

UNOFFICIAL COPY

**THIS DOCUMENT
PREPARED BY:**

Barbara A. Adams
Burke, Weaver & Prell
55 West Monroe Street
Suite 800
Chicago, IL 60603

**AFTER RECORDING
RETURN TO:**

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-2489

2014-0082.
Stormwater Management Permit #
739 Phillippa
Property Address:
Hinsdale, Illinois 60521



Doc#: 1430134093 Fee: \$42.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/28/2014 03:00 PM Pg: 1 of 3 *ily*

VILLAGE OF HINSDALE

**STORMWATER
FACILITY
MAINTENANCE
AGREEMENT**

This Space For Recorder's Use Only

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 Hinsdale (the "Village") pursuant to Section 12-9-6, entitled "Long-Term Maintenance of Facilities on Private Property," of the Village Code of Hinsdale. Pursuant to the requirements of Section 12-9-6, the Owner hereby understands, acknowledges and agrees that:

1. The Owner, or the authorized representative of the Owner, has applied for and received a Stormwater Management Permit (the "Permit") pursuant to Title 12, entitled "Flood Control Regulations," of the Village Code of Hinsdale (1981), as amended ("Title 12"). Pursuant to that Permit, the Owner has received permission to construct and install certain Stormwater Facilities on the Property (the "Work") pursuant to certain plans (the "Approved Plans") described below. For the purposes of this Agreement, "Stormwater Facility" shall mean and include all 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.

2. The Owner understands and agrees that the Stormwater Facilities on the Property will affect the detention, retention, drainage and flow of stormwater on the Property and in the surrounding area, and that Owner is fully responsible for the management, operation and contin-

ued maintenance of any and every portion of the Stormwater Facilities governed by the Stormwater Management Permit.

3. The Owner hereby grants to the Village, 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 this Agreement.

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 Facility 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 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, 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 Title 12, 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 defray 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 and costs of collection, 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 as in foreclosure proceedings as permitted by 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 Title 12, 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.

UNOFFICIAL COPY

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 offices of the county Recorder of Deeds in the County in which the Property is located.

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 County in which the Property is located. Any notice to the Village under this Agreement shall be give to: Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois 60521-3489 or to such other address at which the principal administrative offices of the Village are located from time to time.

Dated the 2 day of JANUARY, 2014

MDG Builders, Inc
Name (Legal Property Owner - Please Print)

VILLAGE OF HINSDALE
Accepted and Approved By:

[Signature]
Signature Date

[Signature]
Village Manager

Permanent Real Estate Index Number
18-06-108-007-0000
Property Legal Description

Lot 7 Block 5 in Jefferson Gardens, being a subdivision of parts of the west 1/2 of section 6, Township 38 North, Range 12 East of the Third Principal Meridian, Cook County, IL.

Approved Plans: Those certain plans entitled

prepared by GABARD GROUP, INC with latest revision

date of 12/27, 14, consisting of 4 sheets.

Subscribed and sworn to before me this 2nd day of Jan 2014
[Signature]
Notary Public

