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Cook County Recorder of Deeds  
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**NORTHFIELD WOODS SANITARY DISTRICT**  
**REVISED DECLARATION OF RESTRICTIONS**  
**FOR SANITARY SEWER USAGE**

1. WHEREAS, legal title to the real estate known as 3800 Old Willow Road, Northbrook, Illinois 60062, as legally described on Exhibit A attached hereto and made part hereof is vested in CPUS Glen Pointe, L.P., a Delaware Limited Partnership, with its principal place of business located at 3280 Peachtree Road NE., Ste. 1400, Atlanta, GA 30305 (hereinafter referred to as "Owner"); and
2. WHEREAS, the Parcel has been commercially developed with an approximately ninety thousand (90,000) square feet grocery store, twenty-five thousand (25,000) square foot health center, and a twelve thousand, seven hundred (12,700) square foot retail restaurant development in the Willow-Sanders Development First ReSubdivision consisting of approximately eleven and thirty-three hundredths (11.33) acres. Such total land area together with half of the right of way consists of fifteen and seventy-five hundredths (15.75) acres (hereinafter referred to as the "Parcel").
3. WHEREAS, Parcel is within the territorial boundaries of the Northfield Woods Sanitary District, a municipal corporation organized and existing under the laws of the State of Illinois with its principal place of business located at 3633 West Lake Avenue, Ste. 403B, Glenview, IL 60025, (hereinafter referred to as "District"); and
4. WHEREAS, Owner is desirous of use of the sanitary sewerage system and facilities of the District in accordance with the rules, regulations and ordinances of the

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District whether currently in effect or promulgated in the future (hereinafter referred to as "District Regulations"); and

5. WHEREAS, it is in the public interest and necessary for the proper operation of the sewer system of the District that discharges into the District's sanitary mains be limited as determined by and in the sole discretion of the Board of Trustees of the District, taking into consideration the recommendations and advise of the District's Engineer; and
6. WHEREAS, Owner represents to the District that the discharges from the parcel into the District's system are based on the herein described uses of the building, as provided by the Owner.

Based on this information, the District's Engineer has calculated that the total permissible average daily flow may not exceed eighteen thousand ninety-two (18,092) gallons per day and in no event may it exceed the parcel's average daily flow of one thousand five hundred (1,500) gallons per day per acre of the Parcel and may not exceed the District's peak flow of six thousand (6,000) gallons per day per acre of the Parcel.

7. WHEREAS, Owner herein represents to the District that Starbucks Corporation, Chipotle, Roundy's Supermarket, and Naf-Naf Grill all have on-site food preparation taking place. Owner further represents to the District that three (3) one thousand, five hundred (1,500) gallon external grease traps are currently located on the Property, in accordance with all applicable District Regulations. All grease traps shall be continuously maintained by Owner, at Owner's sole expense, in accordance with the District's Regulations. If the size of type of restaurant or food preparation changes, the District may require additional and/or larger grease trap facilities to be installed on the Property in accordance with all District Regulations, as well as any reasonable requests of the District's Engineer or Inspector; and
8. WHEREAS, the on-site grease trap and all related equipment (hereinafter collectively referred to as "Equipment") shall remain the property of Owner or its tenants, and it shall remain Owner's sole responsibility to inspect, maintain, repair and/or replace said Equipment as needed, specifically including periodic cleaning of the grease trap(s). The District shall have the right but not the responsibility, to inspect said Equipment as it deems necessary in its sole discretion, and shall charge Owner an annual fee for such inspections

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pursuant to the then current District Regulations. Said inspection fee is intended to cover the District's out-of-pocket expenses incurred in such inspections, and is in addition to any real estate taxes Owner may pay and any user fee or development fees charged by the District. The District shall also have the right, but not responsibility to make any repairs, maintenance or replacements and a reasonable opportunity to perform the same. Notwithstanding the foregoing, in the event of an emergency, as determined in the District's sole discretion, the District shall not be required to provide Owner with the notice or opportunity to perform referred to in the immediately preceding sentence. Within thirty (30) days of Owner's receipt of an invoice from the District evidencing such costs, Owner shall reimburse the District for any costs incurred plus twenty percent (20%) of said costs. If the amount due is not fully paid within such thirty (30) day period, the amount shall bear interest from the date due until paid in full, and Owner shall be deemed to be in violation of District Regulations and subject to any and all applicable fines and penalties; and

9. WHEREAS, predicated upon such representations and maintenance of the Parcel pursuant to all appropriate District Regulations and all permits, rules and regulations of the Village of Glenview, the Metropolitan Water Reclamation District of Greater Chicago and any other municipality or governmental agency which may currently or in the future have jurisdiction over the Property, the District, concurrently with the execution and delivery of this Declaration, and in complete reliance therein, has authorized Owner to utilize the sanitary sewerage system of the District; and
10. WHEREAS, Owner acknowledges that any change, amendment or modification in use may result, in the District's sole discretion, in the requirement for installation of additional sanitary sewerage facilities.

NOW, THEREFORE, in consideration of the foregoing, Owner hereby covenants and warrants as follows:

- A. All WHEREAS paragraphs in the preamble are hereby incorporated as if again recited herein; and
- B. For the term of twenty (20) years, commencing January 1, 2016 and expiring December 31, 2035, all restrictions recited herein shall be in full force and effect; it being understood that all right and permission to utilize the sewage disposal system of the

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District is predicated upon the outflow from the Owner's development, uses, fixtures and drains as hereinabove recited, and that continuation of such right and permission of use is conditioned upon the maintenance and use of said property in conformance with the limitations and representations set forth in all recitals contained herein, as well as continued compliance with all District Regulations. Failure to so comply or the creation of any flow rates in excess of those herein set forth may result, upon notice to Owner, in termination, without liability to the District, of sanitary sewer service to the Parcel and all improvements located thereon; and

- C. All restrictions and conditions set forth in this Declaration may be modified only by the District or its successors, Owner having been given notice and an opportunity to be heard regarding any such proposed modifications; and
- D. This Declaration shall inure to the benefit of the District and be binding upon the respective successors, assigns and lessors of the property owner; and
- E. All costs and expenses of installation, operation, maintenance and enforcement of full compliance with District Regulations, including all recitations herein set forth, and which costs and expenses shall include, but not be limited to the District's expenses for engineering, inspection, maintenance and attorney's fees, shall be borne by, and be the sole responsibility of, the Owner and any successors in title thereto; and
- F. This document shall be recorded with the Cook County Recorder of Deeds, and the restrictions and recitals herein contained shall constitute covenants running with the land during the term of this Declaration; and
- G. To the extent this Declaration amends or conflicts with any of the terms and provisions of any previous documents or Declarations of Restrictions between Northfield Woods Sanitary District and prior property owners of the Parcel, the same are hereby amended, specifically including but not limited to the Declaration of Restrictions for Sanitary Sewer Usage recorded on July 22, 2009 as document number 0920331126; and
- H. If any section, paragraph, sentence or clause of this Declaration is, regardless of cause, held invalid or to be unconstitutional, the remaining sections, paragraphs, sentences

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and clauses shall all continue in force and effect and shall be construed thereafter as being the entire provisions of this Declaration; and

- I. Owner and Parcel shall remain subject to all District Regulations, whether in effect prior to or promulgated after the date of this Declaration, including, but not limited to any user fees or charges or development fees; and
- J. Owner and Parcel shall remain subject to all District Regulations and requirements of all other municipalities currently or in the future having jurisdiction over the property, whether in effect prior to or promulgated after the date of this Declaration, including, but not limited to the Village of Glenview and the Metropolitan Water Reclamation District of Greater Chicago; and
- K. Owner acknowledges notice of and agrees to be bound by the District's current development fee structure, which provides for the payment to the District, prior to any development or re-development, of a fee in the amount of one thousand dollars (\$1,000) per PE in excess of fifteen (15) PE per acre; and
- L. Owner acknowledges notice of and agrees to be bound by the District's current user fee for all non-residential property within the District (as that term is defined in District's Ordinance number two hundred nineteen (219) adopted July 7, 2009, as may be amended from time to time) providing for the quarterly payment of one dollar (\$1.00) per thousand (1,000) gallons of water used per parcel, building or meter flowing in to the District's sanitary sewer system.



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## EXHIBIT A

LOTS 2, 5A, 5B IN WILLOW-SANDERS DEVELOPMENT FIRST RESUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN WILLOW- SANDERS DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 18 AND THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 2013 AS DOCUMENT NUMBER 1316929051, IN COOK COUNTY, ILLINOIS. RECORD OWNER: CPUS GLEN POINTE, LP, A DELAWARE LIMITED PARTNERSHIP. TAX I.D. 04-18-401-035 AND 04-19-201-054 (LOT 2); 04-18-401-038 (5A); 04-18-401-039 (5B). ADDRESS 3800 WILLOW ROAD, NORTHBROOK, ILLINOIS