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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/17/2017 01:24 PM PG: 1 OF 7

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

AFTER RECORDING  
RETURN TO:  
RECORDER'S BOX 337

## RESTRICTIVE COVENANT FOR STORMWATER STORAGE AND DRAINAGE AREA

THIS RESTRICTIVE COVENANT is dated as of this 21st day of September 2017, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "Village"), and Raziuddin Ahmed and Yasmin Ahmed (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 1430 Sanders 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 storage in accordance with the approved engineering site plan set prepared by Rajesh Patel, PE, Dated December 5, 2016 (the "As-Built Drawing" Sheet 1 of 1).
- 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 storage and drainage area as depicted in Exhibit B (the "stormwater storage and drainage area").

### Section 2. Covenants for Stormwater Storage and Drainage Area

No change shall be made in the finished grade of the land within the stormwater storage and drainage area, nor shall any construction of any kind whatsoever be erected, or permitted to exist within the stormwater storage and drainage area which might materially impede stormwater drainage therein or materially reduce the stormwater storage capacity thereof. Trees, shrubs, and normal landscape planting shall be permitted within the stormwater storage 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 storage 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 storage 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 storage 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 storage 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 herein 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.

## **Section 8. Modification of Stormwater Storage and Drainage Area.**

The SUBJECT OF COVENANT e.g. "Stormwater Storage and Drainage Area" as depicted on the Site Plan may be modified or revised with the mutual consent of the Village and the Owner provided that the required volume of 3,801 cubic feet is maintained below the earth elevation contour of 657.61.

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## **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. Recordation.**

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 Donald J. Trump, 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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STATE OF ILLINOIS )  
 )  
COUNTY OF Cook )

I, MARY L. McNAMARA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roziddin Akhund and Yasmin Ahmed, 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 21st day of SEPTEMBER, 2017.

Mary L. McNamara  
Signature of Notary



SEAL

My Commission expires: 3/27/2019

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## EXHIBIT A

### Legal Description of the Subject Property

THE NORTH 100 FEET OF THE SOUTH 200 FEET, MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 72, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF WALTERS AVENUE AND SANDERS ROAD CENTER LINES; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID SANDERS ROAD A DISTANCE OF 334.56 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE PARALLEL TO SAID WALTERS AVENUE A DISTANCE OF 375.55 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT 6 IN WOODOAKS COURT SUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 8 A DISTANCE OF 700.62 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL TO SAID WALTERS AVENUE A DISTANCE OF 316.31 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY A DISTANCE OF 100.67 FEET TO THE POINT OF BEGINNING. EXCEPT THE PORTION USED FOR ROADWAY PURPOSES, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 1430 Sanders Road, Northbrook, IL 60062

Permanent Real Estate Index Number 04-07-301-051-0000

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

OWNER(S):

Roziuddin Ahmed  
Yasmin Ahmed

WITNESS/ATTEST

By: [Signature]

Title: Assistant Director, DAS

**COOK COUNTY  
RECORDER OF DEEDS**

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## EXHIBIT B

### Stormwater Storage and Drainage Area

