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Prepared By and  
After Recording Return to:

David T. Arena  
DiMonte & Lizak, LLC  
216 W. Higgins Road  
Park Ridge, IL 60068



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/18/2018 03:01 PM PG: 1 OF 8

## **NORTHFIELD WOODS SANITARY DISTRICT** **REVISED DECLARATION OF RESTRICTIONS** **FOR SANITARY SEWER USAGE**

1. WHEREAS, legal title to the real estate known as 2100 Sanders Rd., Northbrook, Illinois, as legally described on Exhibit A attached hereto and made part hereof, (hereinafter referred to as the "Parcel"), is vested in Sanders 2100, LLC, an Illinois limited liability company, with its principal place of business located at 555 Skokie Blvd., Ste. 555, Northbrook, Illinois 60062 (hereinafter referred to as "Owner"); and
2. WHEREAS, Parcel has been commercially developed with a Three (3) story, One Hundred and Five Thousand 105,000 square foot office facility on approximately Four and Two Tenth (4.2) acres; and
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, Suite 403B, Glenview, Illinois 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 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

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6. WHEREAS, Owner represents to the District that the discharges from the Parcel into the District's system are based on the following current uses of the building, as provided by the Owner:

a. Water Closets	27
b. Urinals	9
c. Sinks	38
d. Water Coolers	3
e. Mop Sinks	3

Based on this information, the District's Engineer has calculated that the total permissible average daily flow may not exceed One Thousand Two Hundred and Eighty Six (1,286) gallons per day per acre and in no event may it exceed the District's peak flow of Three Thousand Two Hundred and Fifteen (3,215) gallons per day per acre.

7. WHEREAS, Owner herein represents to the District that until future development occurs, there will be no restaurant or on-site food preparation on the Parcel. If either is to occur, the District requires individual exterior grease trap facilities to be installed on the Parcel in accordance with all applicable District ordinances, rules and regulations, as well as any reasonable requests of the District's Engineer or Inspector, and said grease traps shall be maintained in accordance with all applicable ordinances, rules, regulations and provisions of the District. The District's minimum requirements are for a one thousand (1,000) gallon pre-cast concrete exterior grease trap with three (3) compartments. All grease traps shall be continuously owned and maintained by Owner, at Owner's sole expense, in accordance with all District directives, rules, regulations and ordinances, as the same may be, from time-to-time, promulgated by the District; 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 actually conducted 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 the

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responsibility to make any repairs, maintenance or replacements it deems necessary, if not done by Owner, provided the District has given Owner prior notice of the District's intention to perform such 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 at the rate of 9% per annum 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 attorney fees, court costs and expenses incurred by the District in collecting the balance due in addition to any fines and penalties; and

9. WHEREAS, this usage and square footage information has been provided to the District by Owner and Owner acknowledges that District has relied on this data in establishing the maximum flow rate set forth herein and Owner further affirms that all future discharges from the Parcel shall be in accordance with all District Regulations and applicable laws, ordinances, rules and regulations of all governmental bodies and agencies now or in the future having jurisdiction over the Parcel; and
10. 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 thereon, has authorized Owner to utilize the sanitary sewerage system of the District; and
11. 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 October 15, 2018, and expiring October 14, 2038, 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 lessees of the 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 owners of the Parcel, the same are hereby amended; 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 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 the 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 the 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,

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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 Population Equivalent ("PE", which is equal to 100 gallons of sanitary flow discharged into the District sanitary sewer system) in excess of fifteen (15) PE per acre; and
- L. Owner acknowledges notice of and agrees to be bound by the District's current sewer 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 and Twenty Nine Cents (\$1.29) 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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[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned parties have executed this DECLARATION of RESTRICTIONS FOR SANITARY SEWER USAGE on the date below set forth.

Sanders 2100, LLC

By:   
William R. Lewellen, Jr.

Its: \_\_\_\_\_  
Manager and President

Date: 10/11/18

Property of Cook County Clerk's Office

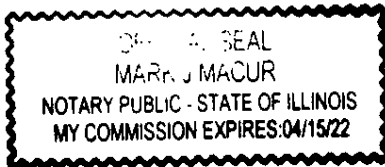
STATE OF ILLINOIS)  
  ) SS  
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that William R. Lewellen, Jr., Manager and President of Sanders 2100, LLC appeared before me this day in person and voluntarily signed and attested said Declaration of Restrictions as the Owner's free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 11<sup>TH</sup> day of October 2018.

Notary Public

My Commission Expires on:



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## EXHIBIT A

### PARCEL 1:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION IN SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF SANDERS ROAD 591.84 FEET SOUTHERLY (MEASURED ALONG THE CENTER LINE OF SANDERS ROAD) OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 446.33 FEET TO THE SOUTHERLY CORNER OF LOT 6; THENCE SOUTH ON THE WEST LINE OF LOT 5, 317.23 FEET, MORE OR LESS, TO A POINT 361.40 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 5, 264 FEET TO A LINE BETWEEN LOTS 4 AND 5; THENCE EAST ON A LINE 361.40 FEET NORTH OF THE SOUTH LINE OF LOT 4, 227.63 FEET TO THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER OF SAID ROAD 375.98 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF SANDERS ROAD 591.84 FEET SOUTHERLY OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF AFORESAID LOT NO. 4, THENCE WESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF SANDERS ROAD 150 FEET TO A POINT; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 92.78 FEET; THENCE WITH AN ANGLE OF 90 DEGREES 00 MINUTES TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 75 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE RIGHT FROM THE PRECEDING COURSE EXTENDED 139.26 FEET; THENCE WITH AN ANGLE OF 79 DEGREES 39 MINUTES 30 SECONDS TO THE LEFT FROM THE PRECEDING COURSE EXTENDED 50 FEET TO A POINT SAID POINT BEING IN THE CENTER LINE OF SANDERS ROAD; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID SANDERS ROAD 229.78 FEET TO THE PLACE OF BEGINNING) ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF INTERSECTION WITH A LINE 39.96 FEET WEST OF AND PARALLEL TO THE



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EAST LINE OF SAID LOT 5, THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE SOUTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF SECTION 18, TOWNSHIP 4<sup>N</sup> NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF SANDERS ROAD WHICH IS THE POINT OF INTERSECTION OF SAID CENTER LINE OF SANDERS ROAD AND A LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5; THENCE WESTERLY ON SAID LINE 192.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE WEST LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 5, A DISTANCE OF 168.68 FEET TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, THENCE EASTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 224.04 FEET TO A POINT OF BEGINNING SAID POINT BEING ON A LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID LINE 39.96 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 5, A DISTANCE OF 148.68 FEET TO A POINT OF INTERSECTION WITH A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 5; THENCE EASTERLY ALONG A LINE 212.72 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, TO THE CENTER LINE OF SAID SANDERS ROAD AND THENCE NORTHERLY ALONG SAID CENTER LINE OF SANDERS ROAD, A DISTANCE OF 149.94 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH A LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOTS 4 AND 5 AFORESAID; THENCE WESTERLY ALONG SAID LINE 361.40 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOTS 4 AND 5, 267.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RECORD OWNER: SANDERS 2001, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

TAX ID: 04-18-301-019-0000  
04-18-301-020-0000