

# UNOFFICIAL COPY



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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/28/2021 09:17 AM PG: 1 OF 6

## DECLARATION OF STORMWATER DETENTION FACILITY EASEMENT AND MAINTENANCE AGREEMENT

**THIS DECLARATION OF STORMWATER DETENTION FACILITY EASEMENT AND MAINTENANCE AGREEMENT** (the "Declaration") made this 03 day of May, 2021, by SPASOV, LLC, an Illinois limited liability company with an address of 7350 West 103<sup>rd</sup> Street, Bridgeview, IL 60455 (the "Declarant").

A. Declarant is the owner of certain real property (the "Subject Property") described as Parcel A, Parcel B, and Parcel C as legally described on Exhibit A.

B. Declarant has tax divided the Subject Property into three (3) parcels as shown on Exhibit B, each of which shall be deemed a Parcel.

C. Declarant recognizes that it is required under the laws and ordinances of the Village of Bridgeview (the "Village") and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") (collectively, the "Governmental Agencies") to provide stormwater detention for the Subject Property, which shall be provided on Parcel B for the exclusive benefit of Parcel A and Parcel C.

D. It is desirable that the Subject Property share a common stormwater detention facility to be constructed on Parcel B which shall be for the exclusive benefit of the owners of Parcel A and Parcel C, and their respective successors and assigns (collectively the "Owners"), and shall be designated as a stormwater detention facility easement (the "Detention Easement") on Parcel B subject to the joint and several maintenance responsibility of Parcel A and Parcel C.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration and permits issued by the Governmental Agencies, Declarant hereby declares, grants, covenants and agrees as follows:

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1. **Detention Easement.** Declarant hereby establishes and grants a Detention Easement on Parcel B for the exclusive benefit and burden of the Owners. The estate of the fee and Detention Easement created herein shall not be merged by reason of the same person or entity acquiring, owning or holding title to both. The Detention Easement shall be subject to regulation in conformity with the laws and ordinances of the Governmental Agencies.

2. **Construction, Maintenance and Repair.**

(i) The Owners of Parcel A and Parcel C shall have joint and several responsibility to arrange for the stormwater detention improvements within the Detention Easement to be constructed, maintained, repaired and replaced, all so as to keep such areas at all times in a safe, sightly, good and functional condition including, without limitation, the repair, replacement, and maintenance of improvements to storm sewer lines, ditches, pipes or conduits connected to the stormwater system maintained by the Village (the "Maintenance"), which costs shall be the joint and several responsibility of the Owners of Parcel A and Parcel C. Parcel B shall not be conveyed to any other person, including by way of tax sale or nonpayment of taxes, unless conveyed in conjunction with Parcel A or Parcel C. However, any conveyance of Parcel B shall not effect the joint and several responsibility of the Owners to construct and maintain the Detention Easement in accordance with this Agreement.

(ii) All work done in connection with the installation, maintenance or repair of the Detention Easement shall be performed in a good and workmanlike manner, and such work shall be done expeditiously in accordance with laws and ordinances of the Governmental Agencies.

(iii) In the event that the Owners do not construct, install, maintain or repair the Detention Easement, the Village is hereby granted the right to go upon all or any of the Subject Property for the purpose of performing required construction, installation, maintenance or repair, and to charge the amount of money required for such work to the Owners (the "Charges"). The Village is also granted the right to file a lien against any of the Subject Property for the amount of unpaid Charges assessed against the Owners.

3. **Enforcement by Village.** This Declaration may be enforced by the Village against any or all of the Owners in which event the Village shall be entitled to collect costs (including attorneys' fees) incurred in the enforcement thereof.

4. **Notices.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be mailed to the then current taxpayer shown upon the records of the Cook County Treasurer.

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5. **Modifications: Cancellation.** This Declaration may be amended, modified or terminated (in whole or in part) only with the consent of the Village.

6. **Binding.** This Declaration shall be binding upon and inure to the benefit of the Village, the Declarant, the Owners, and their respective personal or legal representatives, successors and assigns.

7. **Governing Law.** This Declaration shall be governed by the laws of the State of Illinois.


8. **Severability.** If any term or provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

9. **Mortgages.** Any mortgages encumbering all or any portion of the Subject Property shall at all times be subordinate to the terms of this Declaration and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Declaration.

10. **Recording.** This Declaration shall be recorded in the office of the Cook County Recorder of Deeds.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand as of the date first above written.

SPASOV, LLC

By:   
Aleksandar Kostadinov, Manager  
400 Village Circle PH1  
Willow Springs, IL 60480

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## EXHIBIT A

### LEGAL DESCRIPTIONS

#### PARCEL A

THE SOUTH 576.00 FEET (EXCEPT THAT PART OF THE LAND TAKEN FOR 103<sup>RD</sup> STREET) OF THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, AT A POINT 860.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES 13 MINUTES 51 SECONDS WEST 883.50 FEET, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 41 MINUTES 21 SECONDS WEST 334.50 FEET, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 13 MINUTES 51 SECONDS EAST 883.50 FEET, ALONG A LINE PARALLEL TO SAID EAST LINE OF SECTION 12, TO A POINT ON SAID SOUTH LINE OF SECTION 12; THENCE NORTH 89 DEGREES 41 MINUTES 21 SECONDS EAST 334.50 FEET, ALONG SAID SOUTH LINE OF SECTION 12, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN: 23-12-400-032-0000

#### PARCEL B (DETENTION AREA)

THE SOUTH 96.00 FEET OF THE NORTH 307.50 FEET OF THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, AT A POINT 860.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES 13 MINUTES 51 SECONDS WEST 883.50 FEET, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 41 MINUTES 21 SECONDS WEST 334.50 FEET, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 13 MINUTES 51 SECONDS EAST 883.50 FEET, ALONG A LINE PARALLEL TO SAID EAST LINE OF SECTION 12, TO A POINT ON SAID SOUTH LINE OF SECTION 12; THENCE NORTH 89 DEGREES 41 MINUTES 21 SECONDS EAST 334.50 FEET, ALONG SAID SOUTH LINE OF SECTION 12, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PIN: 23-12-400-033-0000

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## PARCEL C

THE NORTH 211.50 FEET OF THAT PART OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, AT A POINT 860.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES 13 MINUTES 51 SECONDS WEST 883.50 FEET, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 41 MINUTES 21 SECONDS WEST 334.50 FEET, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 13 MINUTES 51 SECONDS EAST 883.50 FEET, ALONG A LINE PARALLEL TO SAID EAST LINE OF SECTION 12, TO A POINT ON SAID SOUTH LINE OF SECTION 12; THENCE NORTH 89 DEGREES 41 MINUTES 21 SECONDS EAST 334.50 FEET, ALONG SAID SOUTH LINE OF SECTION 12, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

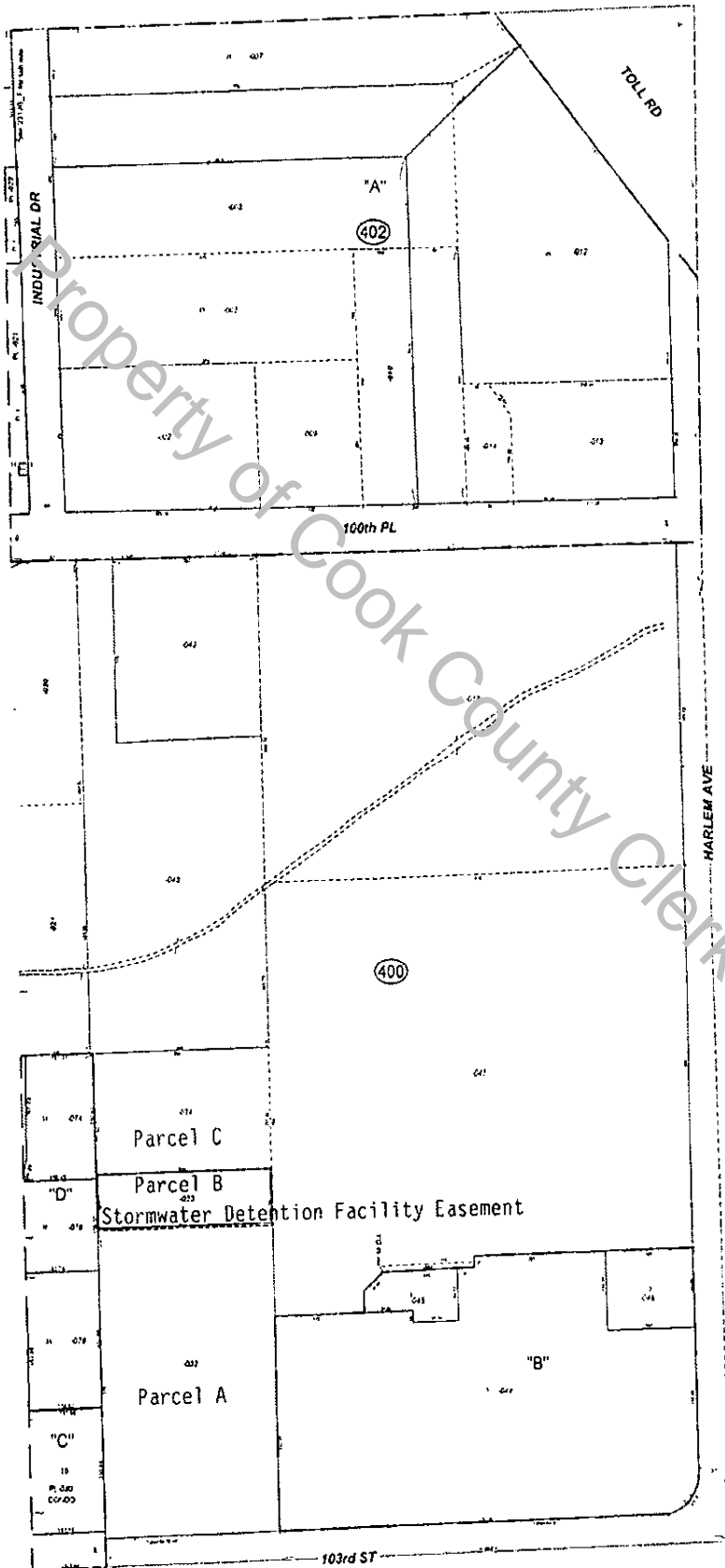
PIN: 23-12-400-034-0000

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## EXHIBIT B

E 1/2 SE 1/4 SEC 12-37-12  
PALOS

37-12-12H  
23-12



"A"  
510-R INDUSTRIAL DEVELOPMENT, a Sub of part of Sec. 12-37-12, 1st Rev. Act, 1969 Dec. 20/92/99

"B"  
Divid Sub of part of the SE 1/4 - SE 1/4 of Sec. 12-37-12 Rev. Act, 2010 (Act 0020099)

"C"  
BRIDGEVIEW ST, AFD UNIT 1 S.D. of 1/4 of the SE 1/4 and the SW 1/4 Rev. Act, 2000 Dec. 01/66/00/01

"D"  
BRIDGEVIEW PLACE UNIT 2, being a Planned Unit Development of the S 1/2 of Sec. 12-37-12 Rev. Act, 2006 Dec. 06/20/06/01

"E"  
INDUSTRIAL DEVELOPMENT UNITS 1 & 2, being a Planned Unit Development of the S 1/2 of Sec. 12-37-12 Rev. Act, 2006 Dec. 06/20/06/01

CONDOMINIUM: 23-12-400-090  
BRIDGEVIEW PLACE CONDO  
Rev. 9/29/2005 Doc. 0527212307  
Rev. 10/12/2005 Doc. 0528510023  
Rev. 11/10/2005 Doc. 0531418105  
Rev. 4/17/2007 Doc. 0719222020  
Rev. 6/27/2007 Doc. 0712121005  
Rev. 8/1/2007 Doc. 0721315131  
Rev. 8/31/2007 Doc. 0724315125  
Rev. 10/19/2007 Doc. 0729222098  
Rev. 12/13/2007 Doc. 0734715117  
Rev. 1/18/2008 Doc. 0801615087  
Rev. 4/11/2008 Doc. 0810216516  
Rev. 5/22/2008 Doc. 0814116024  
Rev. 8/22/2008 Doc. 0823544012  
Rev. 5/25/2009 Doc. 0914618023  
Rev. 7/15/2009 Doc. 0916616092

Unit	Unit	Unit
1-1-713 = 10029-5-714 = 10227-722-C = 1141		
1-2-714 = 10029-6-713 = 10227-722-D = 1142		
1-3-714 = 10011-1-713 = 10730-720-A = 1143		
1-4-714 = 10011-2-714 = 10730-720-B = 1144		
1-5-714 = 10011-3-714 = 10730-720-C = 1145		
1-6-713 = 10011-4-714 = 10730-720-D = 1146		
2-1-713 = 10071-5-714 = 10730-721-A = 1147		
2-2-714 = 10011-6-714 = 10730-721-B = 1148		
2-3-714 = 10012-1-714 = 10730-721-C = 1149		
2-4-714 = 10112-2-714 = 10830-721-D = 1150		
2-5-714 = 10112-3-714 = 10830-722-A = 1151		
2-6-713 = 10112-4-714 = 10830-722-B = 1152		
3-1-713 = 10112-5-714 = 10830-722-C = 1153		
3-2-714 = 10112-6-713 = 10830-722-D = 1154		
3-3-714 = 10113-1-714 = 10835-1-713 = 1155		
3-4-714 = 10113-2-714 = 10835-2-714 = 1156		
3-5-714 = 10113-3-714 = 10835-3-714 = 1157		
3-6-713 = 10113-4-714 = 10835-4-714 = 1158		
4-1-713 = 10113-5-714 = 10835-5-714 = 1159		
4-2-714 = 10214-1-714 = 10935-6-713 = 1160		
4-3-714 = 10214-2-714 = 10935-7-714 = 1161		
4-4-714 = 10214-3-714 = 10935-7-714 = 1162		
4-5-714 = 10214-4-714 = 10935-7-714 = 1163		
4-6-713 = 10214-5-714 = 10935-7-714 = 1164		
5-1-713 = 10216-1-713 = 10935-7-714 = 1165		
5-2-714 = 10216-2-714 = 10935-7-714 = 1166		
5-3-714 = 10216-3-714 = 10935-7-714 = 1167		
5-4-714 = 10216-4-714 = 10935-7-714 = 1168		
5-5-714 = 10216-5-714 = 10935-7-714 = 1169		
5-6-713 = 10216-6-714 = 11038-720-D = 1170		
36-720-A = 10211-1-714 = 11038-721-A = 1171		
36-720-B = 10211-2-714 = 11038-721-B = 1172		
36-720-C = 10211-3-714 = 11038-721-C = 1173		
36-720-D = 10211-4-714 = 11038-721-D = 1174		
36-721-A = 10211-5-714 = 11038-722-A = 1175		
36-721-B = 10211-6-713 = 11038-722-B = 1176		
36-721-C = 10211-7-714 = 11038-722-C = 1177		
36-721-D = 10211-8-714 = 11038-722-D = 1178		
36-722-A = 10211-9-714 = 11038-720-A = 1179		
36-722-B = 10211-10-714 = 11038-720-B = 1180		
36-722-C = 10211-11-714 = 11038-720-C = 1181		
36-722-D = 10211-12-714 = 11038-720-D = 1182		
37-720-A = 10435-721-C = 11130-721-A = 1183		
37-720-B = 10435-721-D = 11130-721-B = 1184		
37-720-C = 10435-722-A = 11130-721-C = 1185		
37-720-D = 10435-722-B = 11130-721-D = 1186		
37-721-A = 10435-722-C = 11130-722-A = 1187		
37-721-B = 10435-722-D = 11130-722-B = 1188		
37-721-C = 10435-723-A = 11130-722-C = 1189		
37-721-D = 10435-723-B = 11130-722-D = 1190		
37-722-A = 10526-720-C = 11220-1-714 = 1191		
37-722-B = 10526-720-D = 11220-2-714 = 1192		
37-722-C = 10526-721-A = 11220-3-714 = 1193		
37-722-D = 10526-721-B = 11220-4-714 = 1194		
38-720-A = 10526-721-C = 11220-5-714 = 1195		
38-720-B = 10526-721-D = 11220-6-714 = 1196		
38-720-C = 10526-722-A = 11220-7-714 = 1197		
38-720-D = 10526-722-B = 11220-8-714 = 1198		
38-721-A = 10526-722-C = 11220-9-714 = 1199		
38-721-B = 10526-722-D = 11220-10-714 = 1200		
38-721-C = 10526-723-A = 11220-11-714 = 1201		
38-721-D = 10526-723-B = 11220-12-714 = 1202		
38-722-A = 10526-723-C = 11220-13-714 = 1203		
38-722-B = 10526-723-D = 11220-14-714 = 1204		
38-722-C = 10526-724-A = 11220-15-714 = 1205		
38-722-D = 10526-724-B = 11220-16-714 = 1206		
39-1-713 = 10837-721-C = 11342-722-B = 1207		
39-2-714 = 10837-721-D = 11342-722-C = 1208		
39-3-714 = 10837-722-A = 11342-722-D = 1209		
39-4-714 = 10837-722-B = 11342-722-E = 1210		