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Doc# 2304149002 Fee \$69.00

KAREN A. YARBROUGH  
COOK COUNTY CLERK

DATE: 02/10/2023 09:40 AM PG: 1 OF 10

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

AFTER RECORDING  
RETURN TO:  
RECORDER'S BOX 337

**RESTRICTIVE COVENANT FOR  
STORM WATER DEPRESSIONAL STORAGE**

**THIS RESTRICTIVE COVENANT** is dated as of this 6th day of April 2021, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "*Village*"), and Oak Builders LLC (the "*Owner*").

**NOW, THEREFORE, OWNER DECLARES** that the Property and all portions thereof are and will be held, transferred, sold, conveyed, used, and occupied subject to the covenants hereinafter set forth, which covenants are for the purpose of the protecting the value and desirability of the Property and other properties in the Village of Northbrook.

**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 **1216 Ridge 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 of a building permit for the new single-family residence the Owner proposes to construct on the Subject Property, the Village has required that the Owner provide stormwater depressional storage area on the Subject Property.

C. The Owner has offered to maintain the stormwater depressional surface storage area ("*Stormwater Depressional Surface Storage Area*") as depicted in the approved engineering site plan set prepared by **Bono Consulting, Inc. dated March 15, 2021** (the "*Depressional Area Exhibit*"), which is attached hereto as *Exhibit B*.

D. The Owner and the Village have determined that it is in their respective best interests to enter into this Restrictive Covenant in order to provide the Village with a sufficient property interest in the Subject Property to fulfill the purposes described herein regarding the Drainage Area to be installed on the Stormwater Depressional Surface Storage Area as depicted on the Site Plan ("*Stormwater Depressional Drainage Area*").

RECORDING FEE 69-  
DATE 2-8-23 COPIES 6x  
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## **Section 2. Covenants for Stormwater Detention and Drainage Area.**

No change shall be made in the cross-section design of the Drainage Improvements within the Stormwater Depressional Surface Storage Area; nor shall any construction of any kind whatsoever be erected, or permitted to exist within the Stormwater Depressional Surface Storage Area, which might materially impede stormwater drainage therein or materially reduce the Stormwater Depressional Surface Storage Area capacity thereof. No obstructions may be erected or permitted upon Stormwater Depressional Surface Storage Area or the Subject Property that will in any way unreasonably interfere with any rights created by this Restrictive Covenant.

## **Section 3. Costs.**

The Owner acknowledges and agrees that the Drainage Improvements shall be constructed, installed, repaired, maintained within the stormwater depressional surface storage area in strict compliance with the manufacturer's specifications by the Owner and at the Owner's sole cost and expense. The Drainage Improvements and the Stormwater Depressional Surface Storage Area shall be kept by the Owner in a safe condition free of 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 Drainage Improvements or the Stormwater Depressional Surface Storage 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 Drainage Improvements of the Stormwater Depressional Surface Storage 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

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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 Detention and Drainage Area.**

The Stormwater Depressional Surface Storage Area on the **Depressional Area Exhibit** may be relocated on the Subject Property, modified or revised with the mutual consent of the Village and the Owner provided that the required **volume of 1,472 cubic feet** of stormwater is maintained at a **High Water Elevation of 661.50** on the Subject Property at all times.

## **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 Restrictive 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

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continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Joseph R. Biden Jr., current President of the United States.

**Section 13. Severability.**

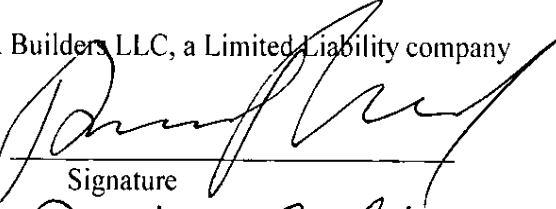
Invalidation of any one of these covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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

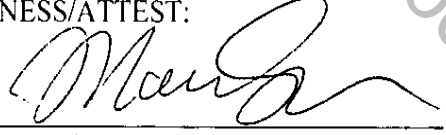
Oak Builders, LLC, a Limited Liability company

By:   
Signature

By: Amity Feldman  
Print

Itb: \_\_\_\_\_  
Manager

WITNESS/ATTEST:

By:   
Signature

By: Marina Smolov  
Print Name

Title: \_\_\_\_\_

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STATE OF ILLINOIS       )  
  )  
COUNTY OF COOK       )

I, KIRILL SMOLOV, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dmitry Feldman and Marina Smolov, 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 4 day of January, 2023.

[Handwritten Signature]

Signature of Notary

SEAL



My Commission expires:

12/20/26

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## EXHIBIT A

### Legal Description of the Subject Property

LOT 1 IN NORTHBROOK GLEN UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE EAST 20 ACRES OF LOTS 28, 29, AND 30 TAKEN AS A TRACT IN THE ASSESSOR'S DIVISION OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1216 RIDGE ROAD, NORTHBROOK, ILLINOIS

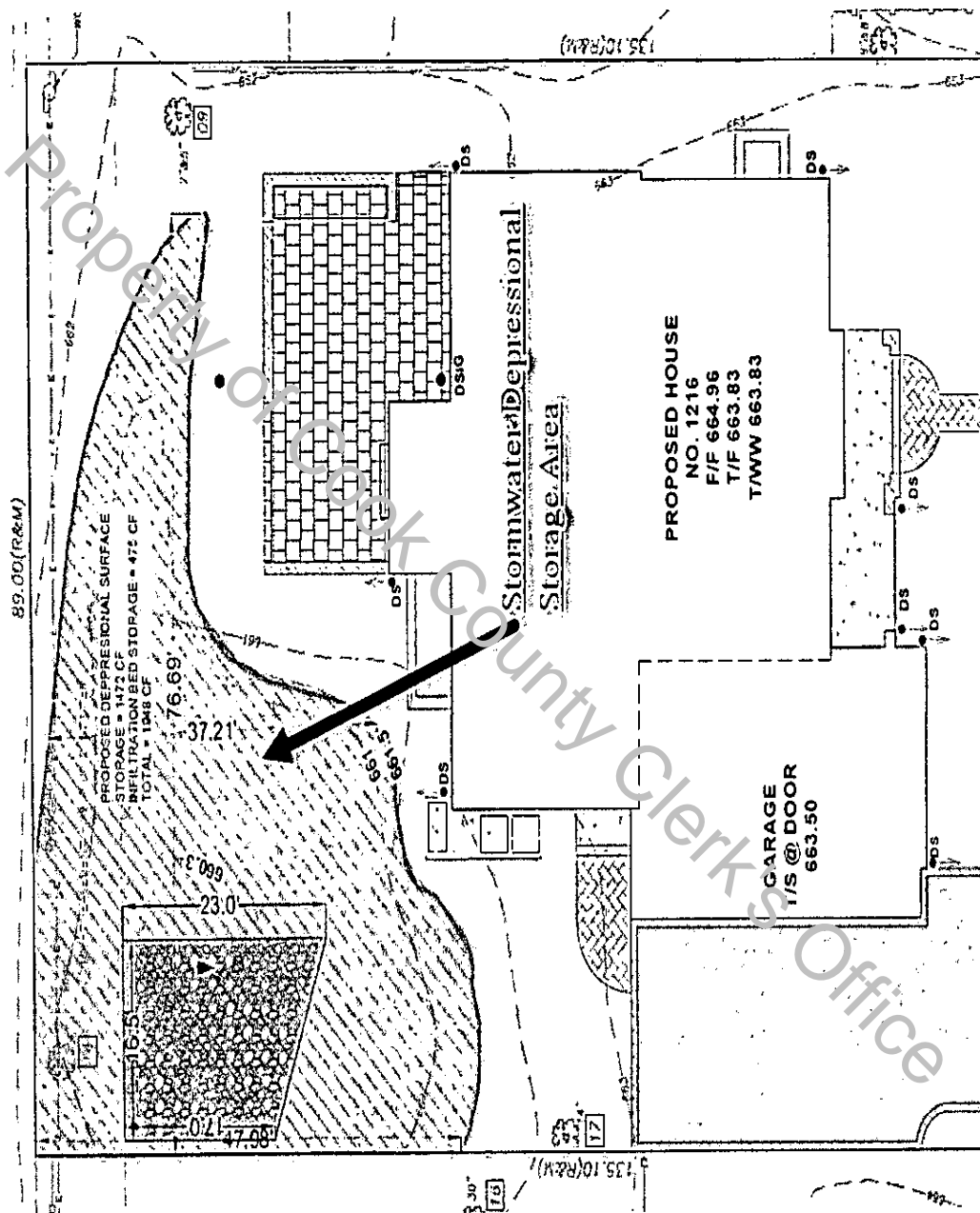
Permanent Real Estate Index Number: 04-10-205-047-0000

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## EXHIBIT B

### Stormwater Depressional Storage Area

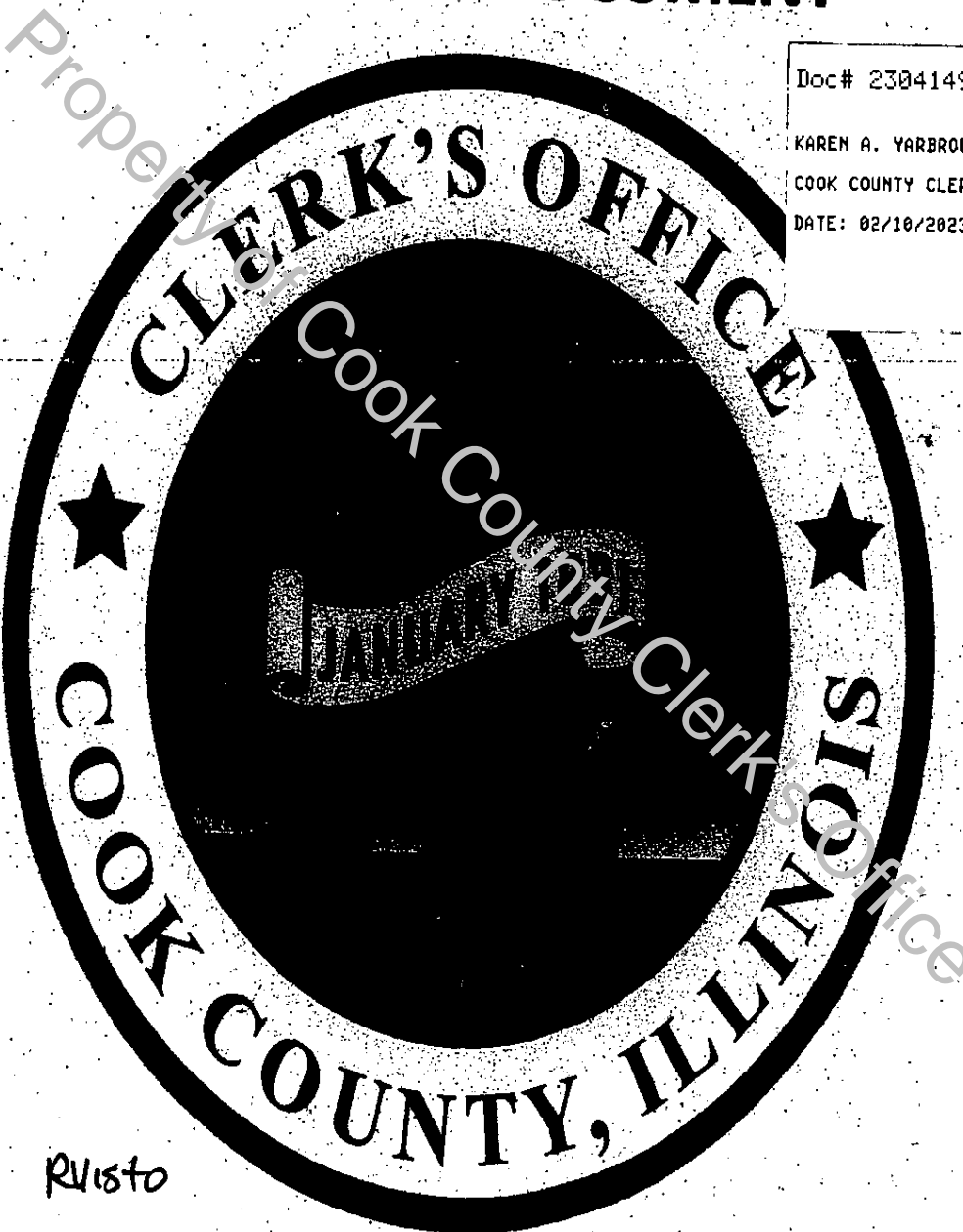




**COOK COUNTY CLERK**  
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# EXHIBIT

**ATTACHED TO DOCUMENT**



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 KAREN A. YARBROUGH  
 COOK COUNTY CLERK  
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8 PGS  
 1 DD

10 total

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**IMAGES STORED IN PLAT INDEX DATABASE**