

Prepared By & Return To
Debra Ford, Northbrook Village Clerk
1225 Cedar Lane
Northbrook IL. 60062

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Doc# 2328946007 Fee \$88.00

KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 10/16/2023 09:47 AM PG: 1 OF 8

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

AFTER RECORDING
RETURN TO:
RECORDER'S BOX 337

RESTRICTIVE COVENANT FOR
STORMWATER DETENTION AND DRAINAGE AREA

THIS RESTRICTIVE COVENANT is dated as of this 24th day of July 2023, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "Village"), and **Douglas Ip and Cindy Ip** (the "Owners").

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 **1429 Cedar Lane** 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 **Single-Family Residence** to be constructed at the subject property, the Village has required that the Owner provide stormwater detention in accordance with the approved engineering record drawings prepared by **GERALD L. HEINZ & ASSOCIATES, INC., JULY 5, 2023** (the "SITE PLAN SHEET 4 OF 5"), a copy of which is attached hereto as **Exhibit B**.

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 detention and drainage area as depicted in Exhibit B (the "stormwater detention and drainage area").

Section 2. Covenants For Stormwater Detention And Drainage Area

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

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Section 8. Modification of Stormwater Detention and Drainage Area.

The Stormwater Detention and Drainage Area as depicted on the Site Plan may be relocated, modified or revised with the mutual consent of the Village and the Owner provided that the required volume of 707 cubic feet is maintained at a High-Water Line (HWL) of 646.00

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 Joseph R. Biden, 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.

OWNER(S):

By: [Signature]
Signature

By: Cindy IP.
Print Name

OWNER(S):

By: [Signature]
Signature

By: Douglas IP
Print Name

WITNESS/ATTEST:

By: [Signature]
Signature

By: Sally Rivera
Print Name

Title: Personal Banker

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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):

By: [Signature]
Signature

By: Cindy IP
Print Name

OWNER(S):

By: [Signature]
Signature

By: Douglas IP
Print Name

WITNESS/ATTEST:

By: [Signature]
Signature

By: Sally Rivera
Print Name

Title: Personal Banker

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STATE OF ILLINOIS)
)
COUNTY OF Cook)

I, Sally Rivera, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rindy Jen IP and Douglas A IP, 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 24th day of July, 2023



[Handwritten Signature]
Signature of Notary

SEAL

My Commission expires:

July 7, 2026

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EXHIBIT A

Legal Description of the Subject Property

THE NORTH 130 FEET OF THE SOUTH 340 FEET OF THE FOLLOWING DESCRIBED TRACT TO WIT: THAT PART OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTH HALF OF SOUTHEAST QUARTER 2005 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG A LINE DRAWN TO A POINT IN THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTH HALF OF SOUTHEAST QUARTER 2012.5 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE TO A POINT 2128.5 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH PARALLEL WITH WEST LINE AFORESAID 659.75 FEET, MORE OR LESS, TO THE NORTH LINE OF SOUTH HALF OF SOUTHEAST QUARTER; THENCE WEST ALONG SAID NORTH LINE TO A PLACE OF BEGINNING, IN COOK COUNTY ILLINOIS.

Commonly known as: 1429 CEDAR LANE, NORTHBROOK, ILLINOIS

Permanent Real Estate Index Number: 04-09-412.016.0000

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EXHIBIT B

Stormwater Detention Storage

