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**PREPARED BY AND
WHEN RECORDED
RETURN TO:**

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& Serritella, P.C.
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Chicago, Illinois 60611

Doc# 2332110022 Fee \$88.00

KAREN A. YARBROUGH
COOK COUNTY CLERK

DATE: 11/17/2023 11:56 AM PG: 1 OF 12

(Space above this line for recorder's use only)

DECLARATION OF WATER DETENTION & DRAINAGE EASEMENTS

THIS DECLARATION OF WATER DETENTION & DRAINAGE EASEMENTS (this "Declaration") is made and entered into this 21st day of June, 2023, by TECHNY CROSSING LLC, an Illinois limited liability company (the "Declarant").

RECITALS:

A. Declarant is the owner of that certain real property situated in the Village of Northbrook, County of Cook, State of Illinois which is more particularly described on **Exhibit "A"** ("Property") depicted on the site plan attached hereto as **Exhibit "B"** (the "Site Plan").

B. The Property has been or will be subdivided into three (3) separate lots (collectively, the "Parcels" and individually a "Parcel") and a single-family home will be constructed on each Parcel.

C. Declarant has determined that it is in its best interest to ensure that, to the extent set forth in this Declaration, the owners, tenants and occupants of each Parcel shall be entitled to use the stormwater detention facilities and drainage systems to be constructed, operated and maintained on the Property and to grant the necessary easements relating to such rights, all as more particularly described in this Declaration.

NOW, THEREFORE, in consideration of the above premises and of the covenants in this Declaration contained, the Declarant does hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, and conditions hereinafter set forth in this Declaration, and in connection therewith, Declarant covenants and agrees as follows:

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1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including (i) the holder of any lien or encumbrance on such real property, or (ii) Permittees.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration as described on **Exhibit "A"**, that is, the Property and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective agents and contractors of (i) the Owner of such Parcel, and (ii) such tenant(s) or occupant(s).

2. Easements.

(a) Subject to any express conditions, limitations or reservations contained in this Declaration, Declarant hereby grants, establishes, covenants and agrees that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by a nonexclusive, perpetual and reciprocal easement which is hereby imposed upon all present and future Owner's and Permittees of the Parcels and upon, under, over, above and across western thirty-five (35) feet of the Property (the "Detention Area"), and the southern ten (10) feet of the Property (the "Drainage Area") (such areas are collectively, the "Easement Areas"), for the flow, discharge, drainage, use, compensatory storage, detention and retention of surface and ground water runoff in the manner and in the approximate location indicated on the Site Plan, and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of the Easement Areas indicated on the Site Plan. The storm water detention areas indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be hereinafter called the "Water Detention and Drainage Facilities". The easements granted in this Declaration shall include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain, repair, replace, and operate the same.

(b) Once constructed, (i) the Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners after submission of plans and specifications for the proposed work, which consent shall not be unreasonably withheld, delayed or conditioned; and, (ii) the Owners shall operate and maintain, or cause to be operated and maintained, in good working order, condition and repair, the Water Detention and Drainage Facilities located upon the Property and make any and all repairs and replacements that may from time to time be required with respect thereto. Any modification, alteration, relocation or other change to the Water Detention and Drainage Facilities undertaken by an Owner, as contemplated in this Section 2(b), shall be executed in compliance with (i) the approved plans and specifications, (ii) all applicable governmental codes, regulations, laws and ordinances, and (iii) following receipt of all applicable governmental

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approvals. Any Owner exercising rights under this Section 2(b) shall provide to the Owners copies of as-built surveys showing the location of the work contemplated in this Declaration within sixty (60) days after completion of the work.

(c) Each Owner having rights with respect to the easement granted hereunder shall indemnify, defend and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including without limitation reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligence or willful misconduct of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

(d) The easements in this Declaration above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with the use and enjoyment of the Parcel for residential purposes, of any other Owner or its Permittees.

(e) After the Water Detention and Drainage Facilities are installed, no permanent building, structure, trees or other improvements or vegetation inconsistent with the use and enjoyment and proper function of the Water Detention and Drainage Facilities shall be installed, constructed, placed over or permitted to encroach upon such Water Detention and Drainage Facilities or any portion of the Easement Areas.

(f) Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the use and enjoyment of the Parcel of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify, defend and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

(g) Each Owner shall be responsible for its Parcel's proportionate share of the costs associated with the maintenance, repair, and replacement, as necessary, of the Water Detention and Drainage Facilities, or any part thereof. Initially, each Parcel's proportionate share shall be one-third (1/3). Each Owner shall pay its Parcel's proportionate share of the costs incurred for the maintenance, repair and replacement of the Water Detention and Drainage Facilities, as provided in this Declaration within (10) days of receipt of a bill therefor, together with such documentation as is reasonably necessary to determine such costs. If any Owner disputes the amount (or any other aspect) of such bill, said Owner shall pay the undisputed portion of the bill and inform the other Owner(s) of the reason(s) for said dispute within the ten (10) day period following receipt of the bill. If the parties are unable to resolve the dispute within the thirty (30) days following receipt of notice of such dispute, said dispute shall be submitted to binding arbitration for resolution. The arbitration shall be conducted in Chicago, Illinois, in accordance with the rules of the American Arbitration Association with a single

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arbitrator, and shall be final and binding on the Owners and any judgment in such arbitration shall be enforceable in any court of competent jurisdiction. The cost of the arbitration shall be paid by the non-prevailing Owner(s).

(h) In the event any Parcel is divided into two or more Parcels, the Owner(s) thereof shall execute and deliver a supplement to this Declaration in recordable form to the other Owner(s) which allocates the proportionate share of such divided Parcel among the newly created Parcels in proportion to the land area of each such Parcel. Each such Owner of the subdivided Parcel shall pay and perform its obligations, as provided in this Declaration, as amended by such supplement.

(i) In the event any Owner shall fail to pay its proportionate share of such costs within said 10-day period or within ten (10) days of resolution of any dispute, such amounts shall bear interest from the date billed at annual rate equal to eighteen percent (18%), or the maximum interest rate permitted by law, whichever is less. The Owner(s) incurring such costs is(are) granted a lien against the Parcels of the other Owner(s) for any unpaid amounts due under this Agreement, which lien may be foreclosed in the manner provided for the foreclosure of mortgages in Cook County, Illinois. Prior to commencing any such action, a notice of lien shall be recorded in the office of Clerk of Cook County, Illinois, setting forth the amount of the unpaid indebtedness, the name of the Owner(s) owing such amounts and a description of the Parcel subject to such lien. All costs and expenses incurred in collecting such amounts or enforcing the obligations under this Declaration shall be so much additional indebtedness of the defaulting Owner(s) and shall be paid to the non-defaulting Owner(s) and secured by the lien granted by virtue of this Declaration.

(j) The recorded notice evidencing the lien for any charge provided in this Declaration shall be superior to all other liens, encumbrances and charges against the respective Parcel, except any for liens securing payment of taxes, special assessments and special taxes heretofore or hereafter levied by any political subdivision or municipal corporation or any state or federal taxes which by law are a lien against the interest of any such Owner prior to preexisting recorded encumbrances, and provided further, that said recorded notice evidencing such assessment lien shall be subordinate to the lien of a prior recorded bona fide security instrument, including a mortgage or deed of trust encumbering said Parcel except for such amounts which become due and payable from and after the date on which the holder of such security instrument either (i) takes possession of said Parcel, or (ii) accepts a conveyance of any interest therein other than as security, or (iii) files suit to foreclose its security instrument. Any subsequent transfer or conveyance of such Parcel shall not relieve such Parcel from the lien for any charges thereafter becoming due nor from the lien of any subsequent charges arising or accruing under this Declaration.

3. Notices. Each notice, approval, consent or demand (in this Declaration collectively "Notice") which any Owner desires or is required to serve upon any other Owner pursuant to this Declaration must be in writing and shall be delivered or mailed as provided in this Declaration. All Notices hereunder shall be in writing and given by (a) nationally recognized overnight courier, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or impossible because of failure to provide a reasonable means for accomplishing delivery. An Owner may change its address for Notice by delivering a Notice to all other Owners

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with the new address in accordance with this Section. If an Owner does not provide an address for Notice, Notice delivered to the Parcel's postal address shall be deemed effective Notice to the Owner of the Parcel.

4. General Provisions.

(a) Covenants Run With the Land. The easements, rights, privileges, benefits, covenants, conditions, obligations and restrictions contained in this Declaration shall be deemed to be covenants running with the land. If any Parcel is hereinafter divided into two or more Parcel(s), all of the Owners of said Parcel shall be entitled to the benefits of the easements, rights and privileges granted hereunder and all of said Owners shall be burdened by the easements, covenants, conditions and restrictions established hereunder. Upon the transfer of ownership of a Parcel, the transferor shall have no liability arising or accruing under this Declaration following the date of such transfer.

(b) Duration. Except as otherwise provided in this Declaration, each easement, covenant, restriction and undertaking of this Declaration shall be perpetual.

(c) Injunctive Relief. In the event of any violation or threatened violation by any Owner or Permittee of the terms, covenants, and conditions in this Declaration contained, in addition to the other remedies in this Declaration provided, or available at law or in equity, any other Owner or Permittee shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(d) Modification Provisions. This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all Owners, as evidenced by a written instrument that is duly recorded in the office of the Cook County, Illinois Clerk.

(e) Not a Public Dedication. Nothing in this Declaration contained shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes in this Declaration expressed.

(f) Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies that such Owner may have under this Agreement by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(g) Validity and Severance. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

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(h) Self-Help; Lien Rights. In addition to all other remedies available in law or in equity, upon the failure of any owner (a "Defaulting Owner") to perform any of its obligations under this Declaration within ten (10) days following written notice thereof by any other owner (a "Non-Defaulting Owner") (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 10-day period, the Defaulting Owner shall commence to cure such breach within such 10-day period, and thereafter diligently prosecute such cure to completion), any Non-Defaulting Owner shall have the right to perform such obligation on behalf of the Defaulting Owner and to be reimbursed by such Defaulting Owner upon demand for the reasonable costs thereof together with interest at eighteen percent (18%) per annum, compounded monthly, or the maximum rate of interest allowed by law (whichever is less). This Declaration does hereby grant to each Owner an irrevocable non-exclusive easement upon, through and across the Parcel of a Defaulting Owner so that a Non-Defaulting Owner can exercise the self-help rights and remedies stated in this Section 4(h). If any Defaulting Owner fails to pay any amount owed to any Non-Defaulting Owner pursuant to this Section 4(h) within thirty (30) days of its receipt of Notice of a demand therefore, such amount shall be secured by a lien upon the Defaulting Owner's Parcel, effective upon the recording thereof in the office of the Recorder of Deeds, Cook County, Illinois, which lien may be foreclosed upon in the same manner as provided for enforcement of mechanics liens or liens securing mortgage indebtedness; provided, however that the liens arising under this Section 4(h) shall be subject and subordinate in all respects to the lien and effect of any first priority mortgage or deed of trust encumbering the affected Parcel which is recorded prior to the recordation of the statement of lien arising hereunder.

(i) Remedies Cumulative. The remedies specified in this Declaration shall be cumulative and in addition to all other remedies permitted at law or in equity.

(j) Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made between residents of and to be performed wholly within such State.

(k) Counterparts. It is specifically agreed that this Declaration may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument and shall be binding upon each party who may sign a counterpart of this instrument.

(l) Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not in this Declaration expressed.

(m) Litigation. If any Owner brings an action or proceeding (including any arbitration demand, cross-complaint, counterclaim, or third-party claim) against any of the other Owner(s) by reason of a default by the other Owner(s) or otherwise arising out of this Declaration, the non-prevailing party shall pay to the prevailing party in such action or proceeding all of the prevailing party's costs and expenses of suit, including reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Declaration includes a party who successfully dismisses an action for recovery under this Declaration in exchange for payment of the sums

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allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

(n) Estoppel Certificate. Each Owner shall, within twenty (20) days after written request from any other Owner, which request shall quote this Section, execute and deliver to the requesting Owner a written statement certifying, to its actual knowledge, whether or not this Declaration is modified and whether or not this Declaration is in full force and effect (or, if there have been modifications, stating those modifications), and whether or not any Owner has failed to perform an obligation under this Declaration, and if so, the nature of the failure. No Owner shall be obligated to respond to a request to execute a statement which attempts to modify any of the terms or conditions of this Declaration. A statement executed by any Owner may be relied upon by an Owner or any transferee, mortgagee, or encumbrancer, without knowledge to the contrary, to which such statement is addressed so as to stop the party executing the statement from asserting the contrary, but the Owner executing the statement shall not be liable for any erroneous information contained therein. Such certificate may provide that in the event of a conflict between the provisions of this Declaration and the provision of the certificate, the provisions of this Declaration shall control. A statement hereunder may be requested by any Owner from any other Owner at any time and from time to time; provided, however, that after the second such request by an Owner during any calendar year, each additional request shall require the payment by the requesting Owner to the Owner executing the statement of a fee of \$100.00, payment of which shall be a condition precedent to the obligation of the other Owner to review or execute the statement. The delivery of any such statement may be conditioned upon the execution of the statement by the requesting party to evidence its concurrence with the facts set forth in the statement.

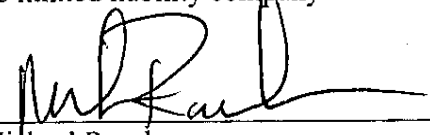
(o) Force Majeure. In the event any Owner is delayed, hindered in or prevented from the performance of any act required under this Declaration by reason of a cause beyond the reasonable control of the obligated Owner, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Such a cause shall include "acts of God"; strikes; lockouts; weather in which work cannot proceed (even if normal); protests; riots; insurrection; war; unavailability of materials from normal sources; acts or orders of governmental authority, including courts; or acts or conduct of another Owner, its contractors, employees or agents, in violation of this Declaration, but it shall not include delays due to inability or failure to obtain financing or inadequate financial resources and in no event shall force majeure excuse the failure to timely pay money.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

~~TECHNY~~ ^{TECHNY} CROSSING LLC,
an Illinois limited liability company

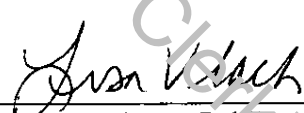
By: 
Name: Michael Rourke
Title: Manager

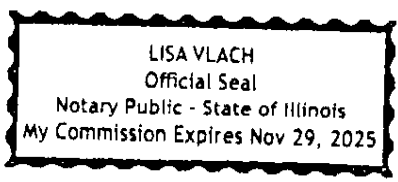
STATE OF ILLINOIS)
) SS
COUNTY OF COOK

Before me Lisa Vlach, a Notary Public, on this day personally appeared Michael Rourke, the Manager of ~~TECHNY~~ CROSSING LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and notarial seal this 21st day of June, 2023.

My commission expires: Nov. 29, 2025


Notary Public



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EXHIBIT "A"

PROPERTY

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT "B"

SITE PLAN

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

