

# UNOFFICIAL COPY

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## COVENANT

THIS COVENANT executed this 19th day of June, 1987 by and between JAMES C. PLACE and MARY E. PLACE (hereinafter called "Owners") and the VILLAGE OF NORTHFIELD, a municipal corporation of Cook County Illinois (hereinafter called "Northfield").

## WITNESSETH

WHEREAS, Owners own the property commonly known as 143 Sunset Ridge Road in Northfield, Illinois and legally described as:

Lot 1 in Efflandt's subdivision being a subdivision of the 153 feet of the south 557.4 feet of lot 26 in county clerk's division of section 24, township 42 north, range 12 east of the third principal meridian, in Cook County, Illinois. Real Estate Index Number 04-24-309-037

hereinafter referred to as the "Subject Property"); and

WHEREAS, Northfield has participated in the construction of a storm sewer which services the Subject Property, which construction was completed in accordance with regulations contained in Article II of the Northfield Village Code, and

WHEREAS, this Covenant is intended to define Owners' duties to maintain the portion of the storm sewer located on the Subject Property as set forth in such Article; and

WHEREAS, in the event of failure of Owner to maintain the same, Northfield, in the exercise of its obligation to protect the public health, safety and welfare, has a right and obligation to see that the storm sewer is maintained in good operating condition at all times;

NOW, THEREFORE, it is hereby covenanted and agreed that:

1. Owner shall maintain the storm sewer, the location of which is shown on exhibit "A", attached hereto and made a part hereof, as a requirement to drain the subject property in such a manner to ensure its effective use. Said maintenance shall include but not be limited to keeping the storm sewer area free and clear of all brush, high vegetation, debris and siltation.

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2. In the event Owner fails to maintain said storm sewer following seven (7) days prior written notice from Northfield to do so, Northfield may, at its election, provide necessary maintenance and the cost thereof shall be a lien on the Subject Property upon Northfield's recording a notice thereof with the Recorder of Deeds of Cook County, Illinois, said lien to be enforceable in the manner provided by law for enforcement and foreclosure of liens.

3. This Covenant shall run with the land. This Covenant is intended for the benefit of Northfield which shall have the right to enforce this Covenant and shall further have the sole and exclusive right and authority to extinguish, abrogate or release this Covenant by authorized action of its Board of Trustees at any time hereafter.

4. This Covenant is binding upon the Owner, his successors and assigns and any party obtaining any right, title or interest in the Subject Property. This Covenant, unless extinguished, abrogated or released as provided in paragraph 3 hereof, shall remain in full force and effect regardless of and irrespective of any changes in the character of the neighborhood or surrounding area or any changes in the use of property in the neighborhood or surrounding area.

5. This Covenant, unless extinguished, abrogated or released as provided in paragraph 3 hereof, shall remain in full force and effect regardless of and irrespective of any changes in the zoning or flood plain laws and ordinances of Northfield.

6. In the event that future parties connect into the sewer the Village shall use its best efforts to require said owners to share proportionately in the maintenance expenses of the sewer line that they directly benefit from; as provided herein with all of the remedies herein described available to the Village of Northfield. The above maintenance provision shall apply to any future party connecting into the storm sewer with the exception of the owners of 138 Coach Road, Northfield, Illinois.

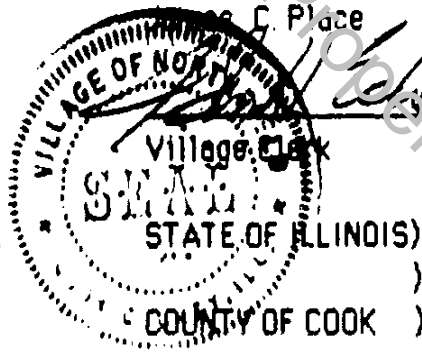
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IN WITNESS WHEREOF, the Owner and Northfield each has caused these Covenants to be signed and attested to in its name and Northfield has caused its corporate seal to be hereunto affixed this 19<sup>th</sup> day of June, 1987.

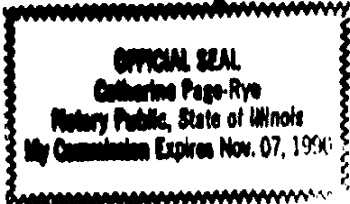
[Signature] X Mary E. Place  
James C. Place Mary E. Place



[Signature]  
Barbara D. Wick  
Village President

I, CATHERINE PAGE-RYE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James C. Place and Mary E. Place both personally known to me, to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument of their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of June, 1987.



[Signature]  
Notary Public  
My Commission expires 11-01-90

STATE OF ILLINOIS )  
COUNTY OF COOK )

[Signature], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barbara D. Wick and John Eckenroad of the Village of Northfield, the President and Clerk thereof,

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Property of Cook County Clerk's Office

OFFICIAL SEAL  
Catherine P. ...  
Notary Public State of Illinois  
My Commission Expires ...

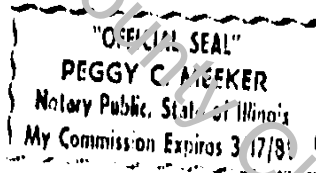
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personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Clerk did also then and there acknowledge that he as custodian of the corporate seal of said Village did affix the said corporate seal of said Village to said instrument as his own free and voluntary act, and as the free and voluntary act of said Village for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of June, 1987.

Peggy C. Meeker  
Notary Public  
My commission expires \_\_\_\_\_



DEPT-07 MISC. \$1.60  
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#6986 # 4-07-522357  
COOK COUNTY RECORDER

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1.60  
6 Copies  
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WINNETKA ROAD

ROAD

EST. 18" RCP STORM

18" 12' 8" SANDS PVC PERMI  
0-40 TO 1-2588  
TOT 17' 8" SANDS PVC  
SLOPE = 0.21%

4-44.8  
48" 3" CA  
2-201 N

18" 12' 8" SANDS PVC PERMI  
0-40 TO 1-2588  
TOT 17' 8" SANDS PVC  
SLOPE = 0.21%

Storm Sewer

4-44.7  
48" 3" CA  
2-208 N

18" 12' 8" PVC SANDS  
9-0.22%  
WATER PASSES  
BELOW STORM

COACH ROAD

4-44.8  
48" 3" CA  
2-201 N

18" PVC 8' 0.40%

Storm Sewer

4-44.8  
48" 3" CA  
2-201 N

Exhibit "A"

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Property of Cook County Clerk's Office

