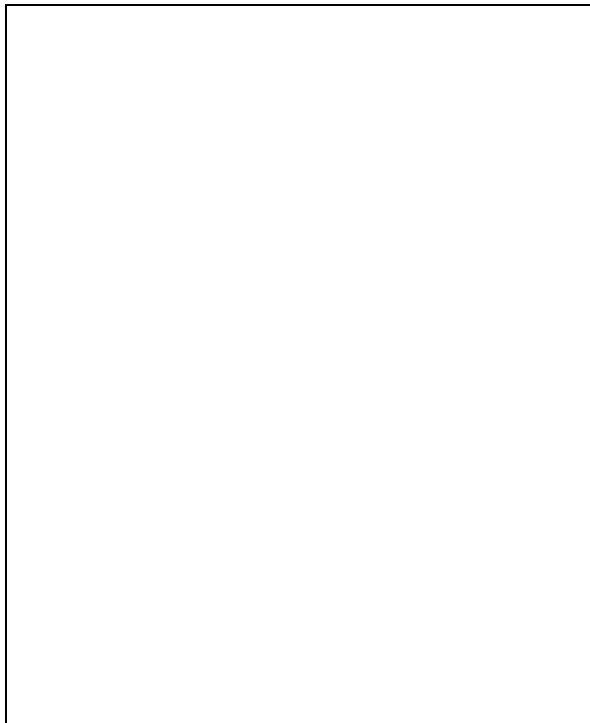


**THIS DOCUMENT PREPARED BY:**

Holland & Knight LLP  
131 N. Dearborn Avenue, 30<sup>th</sup> Floor  
Chicago, Illinois 60601

**AFTER RECORDING RETURN TO:**

City of Warrenville  
3S258 Manning Avenue  
Warrenville, Illinois 60555  
c/o City Clerk



Property Address:

\_\_\_\_\_

Warrenville, IL 60555

PIN: \_\_\_\_\_

Stormwater Management Permit # \_\_\_\_\_

Building Permit # \_\_\_\_\_

**DECLARATION OF STORMWATER FACILITY  
MAINTENANCE AGREEMENT AND COVENANT**

THIS STORMWATER FACILITY MAINTENANCE AGREEMENT AND COVENANT (the "Agreement") is made and entered into on \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ ("Owner") and the City of Warrenville (the "City") pursuant to Section 15-55 of the DuPage County Countywide Stormwater and Flood Plain Ordinance (the "Ordinance"), entitled "Long-Term Access for Maintenance and Inspections."

**IN CONSIDERATION OF** the mutual covenants and agreements set forth herein and pursuant to the City's home rule powers, the Owner and the City agree as follows:

1. The Owner is the owner of certain real estate commonly known as \_\_\_\_\_, Warrenville, Illinois, County of Du Page, State of Illinois, which real estate is legally described as follows ("Property"):

**LEGAL DESCRIPTION:**

PIN: \_\_\_\_\_

Common Address: \_\_\_\_\_, Warrenville, IL 60555

2. The Owner or the authorized representative of the Owner applied for a Stormwater Management Permit (the "Permit") for the Property as required by the Ordinance. With the application for that Permit, the Owner or authorized representative has submitted stormwater management grading plans and cross sections seeking permission to construct and install certain stormwater facilities (the "Stormwater Facilities") as may be required by the Ordinance. Owner has subsequently submitted as-built plans and cross-sections of the Property prepared by \_\_\_\_\_ consisting of \_\_\_\_\_ pages, dated \_\_\_\_\_ and approved by the City on \_\_\_\_\_ attached to this Agreement as Exhibit A ("As-Built Plans")

3. For the purposes of this Agreement, "Stormwater Facilities" shall mean and include any and all of the following depicted on the As-Built Plans: detention or retention basins, compensatory storage grading, ditches, channels, conduits, bridges, culverts, levees, ponds, natural and man-made impoundments, wetlands, riparian environments, best management practice measures, rain gardens, dry wells, tiles, swales, sewers, or other natural or artificial structures or measures that serve as means of detaining, retaining or draining surface and subsurface water on or from land or meeting runoff water quality criteria.

4. The Owner understands and agrees that the Stormwater Facilities that have been built on the Property pursuant to the grant of the Permit will affect the detention, retention, drainage, flow and water quality of stormwater on the Property and in the surrounding area and that the Owner is fully responsible for the management, operation and continued maintenance of any and every portion of the Stormwater Facilities governed by the Permit in accordance with this Agreement, the Ordinance, and as may be reflected on the attached As-Built Plans.

5. The Stormwater Facilities shall be continuously maintained in a first rate manner by the Owner. No change shall be made in the finished grade of the land within the Stormwater Facilities, nor shall any construction of any kind whatsoever be erected or permitted to exist within the Stormwater Facilities that might materially impede storm water drainage therein or materially reduce the stormwater detention capacity or affects the stormwater detention or retention of the Stormwater Facilities. Trees, shrubs, fences and normal landscape planting shall be permitted within the Stormwater Facilities only with the prior written approval of the Director of Economic and Community Development of the City, or his designee.

6. The City shall have the right to enter the Property to inspect, and evaluate the performance of, the Stormwater Facilities. In the event the City determines, in its sole and absolute discretion, that prior maintenance of the Stormwater Facilities is not performed at any time, the City, after ten (10) days prior written notice to the Owner, may, but shall not be obligated to, enter upon the Property for the purpose of performing maintenance work on and to the Stormwater Facilities.

7. In the event that the City shall cause to be performed any work pursuant to this Agreement, the City shall have the right to charge the Owner an amount sufficient to defray the entire cost of such work or action, including administrative costs, either before or after such cost is incurred. If the amount so charged is not paid by the Owner within thirty (30) days following a demand in writing by the City for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the City shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

8. Nothing in this Agreement shall be construed to constitute a dedication of any portion of the Stormwater Facilities to, or an acceptance thereof by, the City.

9. The City shall be under no obligation to exercise the rights granted in these paragraphs except as it shall determine to be in its best interest. No failure to exercise at any time any right herein granted to the City shall be construed as a waiver of that or any other rights.

10. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the Owner of the Property, the Owner's successors, assigns and grantees, and all parties claiming by through and under them. Enforcement of this Agreement may be sought by the City, by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of the Permit, the Ordinance and/or this Agreement, either to restrain violation, to compel affirmative action, or to recover damages, and, in the event the City is the prevailing party, the City shall be entitled to recover its attorney's fees and costs.

11. This Stormwater Facility Maintenance Agreement will become a permanent record in the file maintained by the Municipality on the Property and shall be recorded, at the expense of the Owner, against the Property in the Office of the DuPage County Recorder of Deeds.

12. Any notice to the Owner under this Agreement shall be given to the last name and address shown on the most recent real estate tax bill issued by the County Treasurer. Any notice to the City under this Agreement shall be given to:

City of Warrenville  
3S258 Manning Avenue  
Warrenville, Illinois 60555  
Attention: Director of Economic and Community Development

or to such other address at which the principal administrative offices of the City are located from time to time.

13. This Agreement shall be governed by the internal laws, but not the conflicts of laws rules, of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their duly authorized officials.

[SIGNATURE PAGE AND ACKNOWLEDGMENTS FOLLOW]

Address:

\_\_\_\_\_  
Warrenville, IL 60555

\_\_\_\_\_  
Owner Signature

PIN: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Address:

\_\_\_\_\_  
Warrenville, IL 60555

\_\_\_\_\_  
Owner Signature

PIN: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Address:

3S258 Manning Avenue  
Warrenville, Illinois 60555

CITY OF WARRENVILLE:

\_\_\_\_\_  
Director of Community and Economic  
Development

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF DU PAGE    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s) he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**AS-BUILT PLANS**