

DETENTION EASEMENT AND COVENANT PROVISIONS

ALL EASEMENTS INDICATED AS DETENTION EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE TO THE [TOWNSHIP OF _____] AND THE [COUNTY OF DUPAGE] AND THEIR SUCCESSORS AND ASSIGNS. NO BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE/FREE-FLOW OF STORMWATER. EACH OWNER OR SUBSEQUENT PURCHASER SHALL BE EQUALLY RESPONSIBLE FOR MAINTAINING THE DETENTION EASEMENT AND SHALL NOT DESTROY OR MODIFY GRADES OR SLOPES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE COUNTY OF DUPAGE, OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE. **ANY AREA DISTURBED BY MAINTENANCE OR OTHER ACTIVITY SHALL BE RE-PLANTED IN ACCORDANCE WITH [DUPAGE COUNTY] PERMIT NO. _____.**

IN THE EVENT ANY OWNER OR SUBSEQUENT PURCHASER FAILS TO PROPERLY MAINTAIN THE WATER DETENTION AREA EASEMENTS, THE [COUNTY OF DUPAGE, ILLINOIS] OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL UPON TEN (10) DAYS PRIOR WRITTEN NOTICE, RESERVE THE RIGHT TO PERFORM OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE WATER DETENTION AREA REASONABLY NECESSARY TO INSURE ADEQUATE STORMWATER STORAGE AND FREE FLOW OF STORMWATER THROUGH THE DETENTION EASEMENT AREA.

IN THE EVENT THE [COUNTY OF DUPAGE, ILLINOIS], OR ANY OTHER UNIT OF LOCAL GOVERNMENT HAVING JURISDICTION OVER DRAINAGE, SHALL BE REQUIRED TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, ANY MAINTENANCE WORK TO OR UPON THE WATER DETENTION AREA EASEMENT, THE COST TOGETHER WITH AN ADDITIONAL SUM OF TEN (10) PERCENT OF SAID COST SHALL UPON RECORDATION OF A NOTICE OF LIEN WITHIN NINETY (90) DAYS OF COMPLETION OF THE WORK CONSTITUTE A LIEN AGAINST ALL LOTS CREATED BY THIS PLAT WHICH MAY BE FORECLOSED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE [COUNTY OF DUPAGE, ILLINOIS].

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