

UNOFFICIAL COPY

THIS DOCUMENT
PREPARED BY:

Steven M. Elrod
Holland & Knight LLP
55 West Monroe Street
Suite 800
Chicago, IL 60603



Doc#: 0509027283
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 03/31/2005 10:59 AM Pg: 1 of 6

AFTER RECORDING
RETURN TO:

Recorder's Box 337

Above Space for Recorder's Use Only

COVENANT

THIS COVENANT is made this 28 day of Feb, 2005 by **LOVESTREET LLC**, an Illinois limited liability company ("**Owner**"), the legal Owner of the parcel of real estate in the Village of Northbrook ("**Village**"), Cook County, Illinois commonly known as 1363 Shermer Road and legally described in **Attachment A** attached hereto and made a part of this Covenant by this reference ("**Property**").

NOW, THEREFORE, OWNER DECLARES that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants hereinafter set forth, which covenants are for the purpose of satisfying certain parking obligations for the development and use of the Property.

Section 1. Background.

Owner and the Village have entered into that certain Development Agreement governing the use and development of the Property, dated September 23, 2004, approved in Resolution No. 04-R-86, and recorded in the Office of the Cook County Recorder on October 12, 2004 as Document No. 0428619046, as amended by the First Amendment to the Lovestreet Development Agreement, dated Feb 28, 2005, approved in Resolution No. 05-R-1 and recorded in the Office of the Cook County Recorder on 04-60, 2005 as Document No. 04-60, and, as may be amended from time to time thereafter (collectively the "**Development Agreement**"). In addition, the Property is subject to special permits, variations, a design review permit, and a site plan pursuant to Ordinance No. 04-60, adopted by the Village on December 14, 2004 ("**Special Permit Ordinance**"). Section 4.G of the Development Agreement requires Owner to execute and permit the recordation by the Village of a covenant evidencing Owner's agreement to provide a certain number of additional motor vehicle parking spaces, or pay a fee-in-lieu to the Village, as well as provide storage for locked bicycles. This Covenant is in satisfaction of Owner's obligation in Section 4.G of the Development Agreement.

Section 2. Owner's Parking Requirements.

Box 266

UNOFFICIAL COPY

In addition to the parking requirements imposed on the Property pursuant to the Northbrook Zoning Code, as varied by the Special Permit Ordinance, for the construction, improvement and development activities contemplated by the Development Agreement, Owner agrees to satisfy the following additional parking requirements:

1. Developer shall cause a minimum of 10 full-time parking spaces (the "**Additional Spaces**") to be made available for occupants of and visitors to the Property. The Additional Spaces shall be located at the parking lot located within the St. Norbert Church property, 1809 Walters Road, Northbrook, Illinois.

2. In the event that the Village Manager determines that Developer is unable, at anytime, to cause the Additional Spaces to be made available at the St. Norbert Church property, Developer agrees to cause the Additional Spaces to be made available at a location that is within the same proximity of the Property as the St. Norbert Church property.

3. In the event the Village Manager determines that Developer is unable, at any time, to cause the Additional Spaces to be made available through a combination of the methods described in Sections 2.E.1 and 2.E.2 of this Covenant, Developer shall, within 30 days after the Village Manager notifies Developer of such determination, pay to the Village, for each space not provided, a fee in-lieu at a rate equal to Five Thousand Dollars (\$5,000) per space. Upon payment of the fee-in-lieu for any of the Additional Spaces, Developer shall be relieved of its obligation to make such space available pursuant to either Section 2.E.1 or Section 2.E.2 of this Covenant.

Section 3. Owner's Obligation to Provide Bicycle Storage.

Owner shall provide at least one bicycle parking rack for no less than four locked bicycles upon the Shermer Road frontage in a location approved by the Village Engineer.

Section 4. Enforcement.

Owner recognizes and agrees that the Village has a valid interest in ensuring that this Covenant is properly adhered to and therefore does hereby grant the Village the right to enforce this Covenant by any proceeding at law or in equity against any person or persons attempting to violate any provision contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

Section 5. Exercise of Village Rights; Waiver.

The Village is not required to exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the Village to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any real property to the Village.

UNOFFICIAL COPY

Section 6. Payment of Village Costs.

Owner shall pay the Village, upon presentation of a written demand or demands therefore, all administrative and legal fees incurred in connection with the enforcement of this Covenant. If the amount so charged is not paid within thirty (30) days following such written demand by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the Village 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.

Section 7. Amendment.

This Covenant may be modified, amended or annulled only upon the express, prior written approval of the Village of Northbrook, by resolution duly adopted.

Section 8. Covenants Running With the Land.

The covenants hereby imposed shall run with the land and shall be binding upon and inure to the benefit of Owner and its successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

Section 9. Recordation.

This Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Covenant. Owner agree to pay all fees and costs incurred by the Village in the preparation and recordation of this Covenant.

Section 10. 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 11. Term.

The restrictions hereby imposed shall be enforceable for a term of one hundred (100) years from the date this Covenant is recorded, after which time such Covenant shall be automatically extended for successive periods of ten (10) years unless an instrument amending this Covenant shall be recorded and provide for some other duration. If any of the rights or restrictions imposed by this 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 descendants of the current Governor of the State of Illinois as of the date of this Covenant.

Section 12. 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.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Owner has agreed to cause this Covenant to be executed on the date first above written.

OWNER:

LOVESTREET LLC

By: _____

Its: _____

[Handwritten Signature]
MANAGING MEMBER

WITNESS:

By: _____

Its: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me on Feb 28, 2005, by METRO/HELL GARDEN of **LOVESTREET LLC**, which individual is known to me to be the identical person who signed the foregoing instrument as such officer of the limited liability company for and on behalf of said limited liability company, and that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned.



Catherine Manley
 Signature of Notary

SEAL

My Commission expires: 4/3/08

Notary Public of Cook County Clerk's Office

UNOFFICIAL COPY

ATTACHMENT A

Legal Description of Property

LOT 23 (EXCEPT THAT PART FALLING WITHIN THE ROADWAY) IN THE ASSESSOR'S DIVISION OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1363 Shermer Road, Northbrook, Illinois 60062

P.I.N. 14-10-304-001-0000

Property of Cook County Clerk's Office