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Doc#: 1112631051 Fee: \$44.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/06/2011 02:44 PM Pg: 1 of 5

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Steven M. Elrod
Holland & Knight LLP
131 South Dearborn, 30th Floor
Chicago, IL 60603
312-578-6565

RESTRICTIVE COVENANT FOR BUILDING HEIGHT
(1347-1349 SHERMER)

THIS RESTRICTIVE COVENANT FOR BUILDING HEIGHT ("**Covenant**") is made this 28 day of April, 2011, by TEF SHERMER, LLC, an Illinois limited liability company ("**Owner**"), the owner of certain real estate situated in the Village of Northbrook, County of Cook, State of Illinois, which real estate is commonly known as 1347-1349 Shermer Road which is described in **Exhibit A** attached to and, by this reference, made a part of, this Covenant ("**Property**") for the benefit of the Village of Northbrook.

WHEREAS, the Property has historically been used as an automotive repair facility and an auto parts store and the Owner plans to redevelop portions of the Property for retail commercial use.

WHEREAS, the Property is currently improved with two one story buildings.

WHEREAS, on 2-8, 2011, the President and the Board of Trustees adopted Ordinance No. 11-__, granting the Owner a Level III Design Permit for the Property. This Ordinance was conditioned upon the execution of a restrictive covenant over the Property limiting the height of structures that may be constructed thereon.

NOW, THEREFORE, the Owner voluntarily covenants that the Property, all portions thereof, and all improvements constructed thereon, are and shall be held, transferred, sold, conveyed, used, and occupied subject to the following restrictions and provisions:

Section 1. Height Restriction. No structure shall be constructed on the Property in excess of one story and no greater than 25 feet in height. The existing structures on the Property shall not be added to or modified to exceed the single story 25-foot height restriction.

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Section 2. Amendment. This Covenant shall not be modified, amended or annulled without the express, prior written approval of the Board of Trustees of the Village of Northbrook, by resolution duly adopted.

Section 3. Covenant Running with the Land. The restriction hereby imposed shall be a restriction running with the land and shall be binding upon the Owner and its successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent purchasers of the Property, any portion thereof and all persons claiming under them.

Section 4. No Third Party Beneficiaries. No claim as a third party beneficiary under this Restrictive Covenant by any person, firm, or corporation, other than the Village of Northbrook, shall be made, or be valid, against the Owner.

Section 5. Recordation. This Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Covenant.

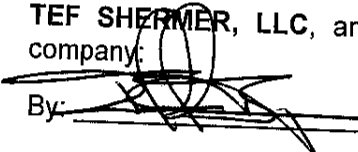
Section 6. Term. Unless terminated by the Village of Northbrook, by resolution duly adopted by the Village Board of Trustees, the restrictions hereby imposed shall be enforceable by the Village for a term of 99 years from the date this Covenant is recorded, after which time this Covenant shall be automatically extended for successive periods of ten 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 lawful descendants of the current President of the United States as of the date of this Covenant.

[END OF TEXT - SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Owner has caused this Covenant to be executed by a duly authorized representative on the date first above written.

TEF SHERMER, LLC, an Illinois limited liability company:

By: 

Its: MANAGER

ATTEST:

By: 
Its: LOISE SILVERGLADE

#10052345_v3

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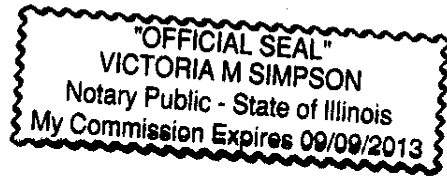
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On 21, 2011, April,
Manager of **TEF SHERMER, LLC**, an Illinois limited liability
company, which individual is personally known to me, appeared before me and acknowledged
that he signed the foregoing instrument for and on behalf of said limited liability company as his
free and voluntary act and as the free and voluntary act of said corporation for the uses and
purposes herein mentioned.

Victoria M Simpson
Signature of Notary

SEAL

My Commission expires: 9/9/2013



Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 1 (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED MARCH 9, 1995 AS DOCUMENT 95158158) AND ALL OF LOT 2 IN LORENZ SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

PROPERTY ADDRESS: 1347 Shermer Road, Northbrook, IL 60062

AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION, 571.08 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE NORTHWESTERLY, 393.73 FEET TO A POINT IN THE CENTERLINE OF SHERMER AVENUE, SAID POINT BEING 570.16 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID CENTERLINE OF SHERMER AVENUE, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AFORESAID; THENCE SOUTHWESTERLY ALONG THE CENTER OF SHERMER AVENUE, 40.00 FEET; THENCE SOUTHEASTERLY 366.44 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, FOR A DISTANCE OF 45.00 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST TO THE POINT OF BEGINNING

(EXCEPT THE NORTHWESTERLY 33 FEET TAKEN FOR SHERMER AVENUE; AND EXCEPTING THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF ABOVE DESCRIBED TRACT; THENCE NORTHWESTERLY 169.45 FEET; THENCE WESTERLY AT RIGHT ANGLES, A DISTANCE OF 40.45 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF ABOVE DESCRIBED TRACT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF ABOVE DESCRIBED TRACT 153.86 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; SAID POINT BEING 45 FEET WEST OF THE POINT OF BEGINNING, THENCE EAST ALONG SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 45 FEET TO THE POINT OF BEGINNING.)

PROPERTY ADDRESS: 1349 Shermer Road, Northbrook, Illinois 60062

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