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Chicago, IL 60603



1235216076

Doc#: 1235216076 **Fee:** \$50.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/17/2012 04:37 PM Pg: 1 of 7

This space for Recorder

VOLUNTARY RESTRICTIVE COVENANT

(Green Improvements for Tomorrow Program Grant
For 3725 Lunt Avenue, Lincolnwood, Illinois)

DATED AS OF November 21, 2012

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VOLUNTARY RESTRICTIVE COVENANT

THIS VOLUNTARY RESTRICTIVE COVENANT is made as of the 26 day of Nov, 2012 by Advanced Plastic Corp. ("*Owner*"), the owner of record title to the parcel of real estate commonly known as 3725 Lunt Avenue, Lincolnwood, Illinois, and legally described in Exhibit A attached to, and incorporated into this Restrictive Covenant ("*Property*").

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants set forth in this Restrictive Covenant.

SECTION 1. Background.

A. The Village of Lincolnwood ("*Village*") established the Green Improvements for Tomorrow program ("*GIFT*") to provide grants to local businesses and local business property owners for the implementation of environmentally-friendly or energy-efficient improvements within the Village.

B. The Owner applied for a GIFT grant from the Village to install a new energy efficient replacement front entry door and sidelight ("*Approved Eligible Improvements*") on the Property.

C. On July 17, 2012, by Resolution No. R2012-1689, the Village approved the application of the Owner for a GIFT grant in the amount not to exceed \$1,440, for construction of the Approved Eligible Improvements, in accordance with the GIFT program requirements.

D. In accordance with the GIFT program requirements, the Owner has completed the Approved Eligible Improvements, and the Village has approved payment of a GIFT grant to Owner, in the amount of \$1,440, to rebate up to 50 percent of the cost of the Approved Eligible Improvements ("*GIFT Grant Payment*").

E. In consideration of the Owner's receipt of the GIFT Grant Payment, and in accordance with the GIFT program requirements, the Owner desires to restrict the use of the Property in the manner, and to the extent, expressly set forth in this Restrictive Covenant.

SECTION 2. Restrictions. Notwithstanding any use or development right that may be applicable to, or available for, the Property, the use and development of the Property shall be subject to the following restrictions:

A. The Owner shall be responsible for, and shall cause the maintenance of, the Approved Eligible Improvements in a first-rate condition during the five-year period beginning on the date that this Restrictive Covenant is recorded pursuant to Section 8 of this Restrictive Covenant ("*Restricted Period*").

B. The Owner shall not alter or remove, nor cause to be altered or removed, the Approved Eligible Improvements during the Restricted Period, except upon the prior written

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approval of the Village Manager, which approval may be withheld in the sole discretion of the Village Manager.

C. The Owner shall cause the repair of any damage to any public right-of-way that may be caused by, or related to, the installation or maintenance of the Approved Eligible Improvements.

SECTION 3. Enforcement.

A. **General.** The Owner recognizes and agrees that the Village has a valid interest in ensuring that the restrictions, covenants, and agreements in this Restrictive Covenant are properly performed, and therefore grants the Village the right to enforce these restrictions, covenants, and agreements by any proceeding at law or in equity: (i) against any person or persons violating or attempting to violate any restriction, covenant, or agreement contained in this Restrictive Covenant; either to restrain violation, to compel affirmative action, or to recover damages; and (ii) against the land to enforce any lien created by the restrictions, covenants, or agreements.

B. **Reimbursement** Without limitation of the remedies available pursuant to Section 3.A of this Restrictive Covenant, in the event that the Owner violates Sections 2.A or 2.B of this Restrictive Covenant, the Owner shall reimburse the Village for the GIFT Grant Payment, on a pro rata basis, in the amount of the GIFT Grant Payment, less 20 percent of the amount of the GIFT Grant Payment for each full year prior to the violation. For the purposes of this Section 3.B, "full year" means 365 days after this Restrictive Covenant is recorded pursuant to Section 8 of this Restrictive Covenant, and each 365-day period thereafter. The Reimbursement Payment shall be paid to the Village not later than 90 days after receipt by the Owner of a violation notice from the Village.

SECTION 4. Exercise of Village Rights; Waiver. The Village is not required to exercise the rights granted in this Restrictive Covenant, except as it shall determine to be in its best interest. Failure by the Village to exercise any right granted in this Restrictive Covenant shall not be construed as a waiver of that right or any other right. Nothing in this Restrictive Covenant shall be deemed or construed to constitute a dedication of any property to the Village.

SECTION 5. Notices. All notices required to be served by this Restrictive Covenant shall be served in writing and shall be deemed to be served when delivered personally or three business days following deposit, by certified or registered mail, return receipt requested, in the United States mail, postage prepaid, at the common address for the Property.

SECTION 6. Amendment. This Restrictive Covenant may be modified, amended, or annulled only upon the express, prior written approval of the Village Manager and by an instrument signed by all owners of the Property, or any portion thereof at that time; provided, however, that this Section 6 shall not apply to the release of this Restrictive Covenant pursuant to Section 9 of this Restrictive Covenant.

SECTION 7. Covenants Running with the Land. The restrictions imposed by this Restrictive Covenant shall be restrictions running with the land and shall be binding upon and inure to the benefit of the Owner and its heirs, successors, assigns, agents, licensees, lessees,

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invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them to the extent provided in this Restrictive Covenant.

SECTION 8. Recordation. This Restrictive Covenant shall be recorded in the Office of the Cook County Recorder of Deeds, and all leases, contracts, and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant to the extent provided in this Restrictive Covenant.

SECTION 9. Term. The restrictions hereby imposed shall be enforceable for a term of five years from the date that this Restrictive Covenant is recorded. Upon the expiration of the five-year term, this Restrictive Covenant and the covenants related thereto shall become void and the Village shall execute whatever releases as may be reasonably necessary to remove these restrictive covenants from the title.

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

OWNER:

By: James C. Stuesser
Name: JAMES C. STUESSER
Title: VICE PRESIDENT

#11725736_v4

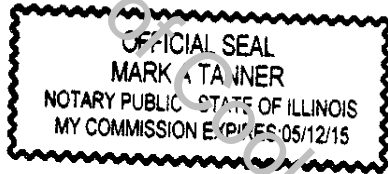
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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me on November 21, 2012 by James S. Sasser, which individual is known to me to be the identical person who signed the foregoing instrument and that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of November, 2012



Mark A. Tanner

 Signature of Notary

SEAL

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EXHIBIT A

Legal Description of the Property

Permanent Index Number: 10-35-126-036

Common Street Address: 3725 Lunt Avenue, Lincolnwood, Illinois

Legal Description of property is attached

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PIN: 10-35-126-036

3725 Lunt Avenue

Legal Description:

THE SOUTH 115.20 FEET (AS MEASURED ON THE EAST LINE OF SAID LOT 4) OF THE EAST 65 FEET OF THE WEST 410.0 FEET (AS MEASURED ON THE SOUTH LINE OF SAID LOT 4 AND LOT 3) OF SAID LOT 3 AND 4, TAKEN AS A TRACT IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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