Docket No. 686

RESOLUTION NO. 88-215

A Resolution Authorizing the Village President
to Enter Into a Covenant Running With The Land
(260 Holbrook Drive)

89250230

WHEREAS, a variation from Title 19, Zoning, Section 19.76.120 Off-Street Parking and Loading, subsection 2 (g) Required Spaces, of the Wheeling Municipal Code, was granted by the Corporate Authorities for the property located at 260 Holbrook Drive, Wheeling, Illinois upon the passage and approval of Ordinance No. 2492 on November 7, 1988; and

WHEREAS, LaSalle National Bank (as successor to Trustee to the LaSalle Northwest National Bank, formerly Northwest National Bank of Chicago) not personally but as Trustee under Trust Agreement, dated April 19, 1984 and known as Trust Number 26-7362-00, has submitted an executed Covenant Running With The Land, which stipulates that should the Village of Wheeling conclude that additional parking is necessary or desirable the owner of the property shall install 20 additional parking spaces substantially in conformance with the Plot Plan prepared by Sente & Rubel, Ltd. prepared on August 26, 1988, herein attached and made part of; and

WHEREAS, the President and Board of Trustees deem it to be in the best interests of the Village to enter into a Covenant Running With The Land;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is hereby authorized to sign the Covenant Running With The Land, and the Covenant Running With The Land shall be duly recorded in the Registrar's Office of Cook County.

89250230

Trustee RATAJCZAK moved, seconded by Trustee ROGERS, that Resolution No. 88-215 be adopted.

Trustee Abruscato AYE — Trustee Ratajczak AYE

Trustee Altieri AYE — Trustee Rogers AYE

Trustee Hartman AYE — Trustee Whittington AYE

ADOPTED this 7th day of NOVEMBER, 1988, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Sheila H. Schultz
Village President

ATTEST:

Janet M. D'Argo
Village Clerk

OFFICIAL BUSINESS
VILLAGE OF WHEELING

89250230

Covenant Running With The Land

Covenant made this 28th day of October, 1988, by and between the LaSalle National Bank (as successor to Trustee to the LaSalle Northwest National Bank, formerly Northwest National Bank of Chicago) not personally but as Trustee under Trust Agreement, dated April 19, 1984 and known as Trust Number 26-7362-00 (hereafter referred to as "Owner") and the Village of Wheeling, an Illinois municipal corporation; and

Whereas, Owner is the fee title holder of certain premises containing approximately 2.36 acres improved with a building consisting of approximately 43,074 square feet in the Village of Wheeling, County of Cook, State of Illinois, more commonly known as 260 Holbrook Drive, Wheeling, Illinois which premises are legally described on Exhibit A attached hereto and made a part of, and

Whereas, under the terms of The Wheeling Municipal Code, Title 19, Section 19.76.120 2.(g), required parking for industrial use of the zoning ordinance of the Village of Wheeling, the building on the subject premises would require 65 parking spaces; and

Whereas, the President and Board of Trustees of the Village of Wheeling has granted a variation reducing the parking requirements to 46 spaces on the condition that should the need arise, as determined by the undersigned or the Village of Wheeling, that additional parking conforming to the Requirements of The Wheeling Municipal Code, Title 19, will be constructed by the Owner on the property legally described on Exhibit A hereto attached and made part of; (P.T.N.:03-14-302-012; parcel 1, and 03-14-302-019; parcel 2)

Now, therefore, for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration including the granting by the Village of Wheeling of the aforesaid variation, the undersigned agrees for itself, its' successors and assigns that should the Village of Wheeling conclude that additional parking is necessary or desirable on the subject property, Owner shall construct, at its' own cost and expense such additional parking substantially in conformance with the Site Plan prepared by Sente & Rubel Ltd., latest revised date of August 26, 1988, marked as Exhibit B hereto attached and made a part hereof. The construction of additional parking spaces shall bring the total number of spaces on the subject property to a maximum of 66 spaces.

The covenant and conditions contained herein shall be binding upon and inure to the benefit of Owner, its' successors, assigns and legal representatives.

The Village of Wheeling may enforce the covenants contained herein by judicial action including mandatory or prohibitory injunction. The cost of any such enforcement action by the Village of Wheeling including reasonable attorney's fees and costs shall be borne by the party violating the terms of this Declaration.

In witness whereof, this covenant was executed on the day, month and year first above mentioned.

Village of Wheeling

Sheila H. Schultz

Sheila H. Schultz,
Village President

Attest: Janet M. D'Argo
Janet M. D'Argo
Village Clerk

LaSalle National Bank (as successor to Trustee to the LaSalle Northwest National Bank formerly Northwest National Bank of Chicago) as Trustee as aforesaid and not personally.

By: Andrew N. Dobry
Trust Officer

Attest: Deborah L. Ze
Asst. Sec.

Attached exoneration rider is incorporated herein.

Land

OFFICIAL BUSINESS
VILLAGE OF WHEELING

89250230

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED 10-28-88 UNDER TRUST NO. 26-7362-00

*successor trustee

This instrument is executed by LA SALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LA SALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LA SALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

FORM XX 0421

EXHIBIT A

Lot 10 in First Addition to Palatine Expressway Industrial Park, being a Subdivision in the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois and of Lot 11 in the Resubdivision of Lots 11 and 12 in First Addition to Palatine Expressway Industrial Park, being a Subdivision in the Southwest 1/4 of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

--89-250230

16.00
6 Copies
mail

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