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#### LANDBANKING RESTRICTIVE COVENANT

#### WITNESSETH:

WHEREAS, Owner has filed an equication with the Village of Northbrook for a special permit to authorize the construction and operation of a Membership Recreation Facility (Docket No. 94-9A), a Day Care Facility, Nursery School and Related Child Programs (Docket No. 94-9F), landbanked parking (Docket No. 94-9F1), amendment of certain restrictive covenants (Docket No. 34-9F2), and site plan approval (Docket No. 94-9F3), all under the Northbrook Zoning Code (1988), as amended; and

WHEREAS, by Ordinance No. 94-50, the Village grants d Owner a special permit pursuant to Sections 7-105 and 11-602 of the Northbrook Zoning Code to allow landbanking of required parking spaces, subject to certain specified conditions, to reduce the applicable number of offstreet parking spaces to be paved on the Subject Property in Phase if from 384 to 288, and in Phase II from 470 to 353; and

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<sup>1</sup> As used in the Covenant, Phase I and Phase II shall mean and refer to Phase I and Phase II of the development of the Subject Property as described in more detail in Ordinance No. 94-50.

PREPARED 3Y:

Burke, Weav ∋r & Prell 55 West Mor roe, Suite 800 Chicago, IL 30603 312-263-3600 AFTER RECORDING RETURN TO:

**RECORDER'S BOX 337** 

39.50

Property of Cook County Clerk's Office

F0850256

WHEREAS, Owner desires and intends that the restrictions herein contained 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 Subject Property, or any portion thereof, and all persons claiming under them;

NOW, THEREFORE, Owner declares that the Subject Property, and all portions thereof, are and shall be held, transferred, sold, conveyed, used, and occupied subject to the restrictions hereinafter set forth, which restrictions are for the purpose of protecting the value and desirability of the Subject Property and other properties in the Village:

Section 1. Landbanking. Owner shall construct and maintain no less than 288 paved, off-street parking spaces on the Subject Property in Phase I and 353 paved, off-street parking spaces on the Subject Property in Phase II, in accordance with the Phase I Site Plan, Sheet No. SKA-100, and Phase II Site Plan, Sheet No. SKA-101, both prepared by A. Epstein and Sons International, with latest revision date of October 25, 1994, in Exhibit B attached hereto and, by this reference, made a part hereof; provided, however, that the Village Board of Trustees, in its sole and absolute discretion, may, at any time after the date of this Restrictive Covenant, direct and require that the number of paved, off-street parking spaces on the Subject Property be increased, at the sole cost and expense of Owner, to a total of 384 spaces in Phase I and 470 spaces in Phase II, in accordance with the Phase II Site Plan with Future Parking Indicated, Sheet No. SKA-101A, prepared by A. Epstein and Sons International with latest revision date of October 25, 1994, in Exhibit C attaches hereto and, by this reference, made a part hereof. in addition, in the event that the Village Board of Trustees directs the construction of additional parking spaces before any part of Phase It is constructed, the Owner shall construct the necessary number of additional spaces in the following order, unless otherwise approved by the Village:

- A Thirteen (13) parking spaces designated icc Phase II as shown on the south side of the building;
- B. Additional parking spaces designated for Phase II as shown in the northeast portion of the Subject Property; and
- C. Landbanked parking spaces as shown in the northeast portion of the Subject Property.

Section 2. Open Space. Unless and until the Village Board of Trusteet directs and requires the Owner to increase the number of paved, off-street parking spaces pursuant to Section 1 above, a portion of the Subject Property, as depicted in the plans attached hereto as Exhibit B, shall be reserved for such future parking use and shall be maintained as a landscaped open space area (the "Landbanked Area") in accordance with the Phase II Landscape Plan, Sheet No. SKL-100, prepared by A. Epstein and Sons International, with latest revision date of October 25, 1994, in Exhibit D attached hereto and, by this reference, made a part hereof; provided, however, that all portions of the Subject Property labelled "Passive Recreation Lawn Area," or shown as Phase II required parking or landbanked parking, shall be maintained as open lawn area until such time as authorized improvements are constructed thereon.

#### Section 3. Maintenance of Landbanked Area.

- A. Owner Maintenance. Owner shall be solely and exclusively responsible for the maintenance, preservation, restoration, and rehabilitation of the Landbanked Area.
- B. <u>Village Maintenance; Costs; Liens.</u> The Village, acting through its elected and appointed efficials, agents, servants, and employees, is hereby granted the right and license, in the event Owner fails to maintain the Landbanked Area in strict conformance with Exhibits B, C, and D, as applicable, and the ordinances of the Village, to enter onto the Subject Property and to perform such work as may be necessary to maintain, preserve, restore, or rehabilitate the Landbanked Area, or any portion thereof. Prior to such entry, the Village shall notify the Owner, at the addiss shown on the most recent real estate tax bill for the Subject Property, of the need to enter the Subject Property to perform such work. In the event the Village takes any action pursuant to this Section 3, it shall have the right, without the consent of Owner, to charge against the Subject Property an amount sufficient to defray the entire cost of such action, including administrative costs and attorneys' fees, either before or after such cost is incurred. If the amount so charged is not paid within thirty days following a written demand by the Village, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property, and the Village thalf have the right to collect such charges and to enforce and/or foreclose such lien in the same manner as a mortgage on real property.
- Section 4. 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 property to the Village.
- Section 5. Enforcement. Owner recognizes and agrees that the Village has a valid interest in ensuring that this Restrictive Covenant is property adhered to and therefore does hereby grant the Village the right to enforce this Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.
- Section 6. Payment of Village Costs. Owner shall pay to the Village, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the negotiation, preparation, drafting consideration, review, and enforcement of this Restrictive Covenant. If the amount so charged is not paid within thirty days following such written demand by the village, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien, in the same manner as a mortgage on real property.
- <u>Section 7</u>. <u>Amendment</u>. This Restrictive 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 restrictions hereby imposed shall be restrictions running with the land and shall be binding upon and inure to the benefit of Owner

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## **UNOFFICIAL COPY**

and its successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

Section 9. Recordation. This Restrictive Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all contracts and deeds of conveyance relating to the Subject Property, or any part thereof, shall be subject to the provisions of this Restrictive 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 Restrictive Coveragit.

Section 11. Term. The restrictions hereby imposed shall be enforceable for a term of 100 years from the date this Restrictive Covenant is recorded, after which time such Covenant shall be automatically extended for successive periods of ten years unless an instrument amending this declaration 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 or the current Governor of the State of Illinois, as of the date of this Restrictive Covenant.

IN WITNESS WHEREOF, Owner has caused this Restrictive Covenant to be executed and attested and its corporate seal to be affixed by duly authorized representatives on the date first above written.

JFMC FACILITIES CORPORATION

By:

Michael B. Tagnoff

Senior Vice President

ATTEST

By: Note Secretary

OFFICIAL SEAL

SARA A ERENBERG

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/29/88

Λ

STATE OF ILLINOIS ) SS COUNTY OF \_ COOK )

I, SARA A' ERENBERG, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael B. Tarnoff personally known to me to be the Senior Vice President of JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation, and RICHARD GORDON KATZ—personally known to me to be the ASST—Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Resident and Assit Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of such corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Notary Public

My Commission Expires: 11/2-9/98

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 1, 2, 3 AND 4 IN REVERE'S RESUBDIVISION OF LOT 1 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

Clert's Office

ALSO KNOWN AS LOT 1 IN THE PLAT OF CONSOLIDATION OF LOTS 1, 2, 3 AND 4 IN REVERE'S RESUBDIVISION OF LOT 1 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRIVICIPAL MERIDIAN, IN COOK COUNTY.

Commonly known as 300 Revere Drive, Northbrook, Illinois 60062

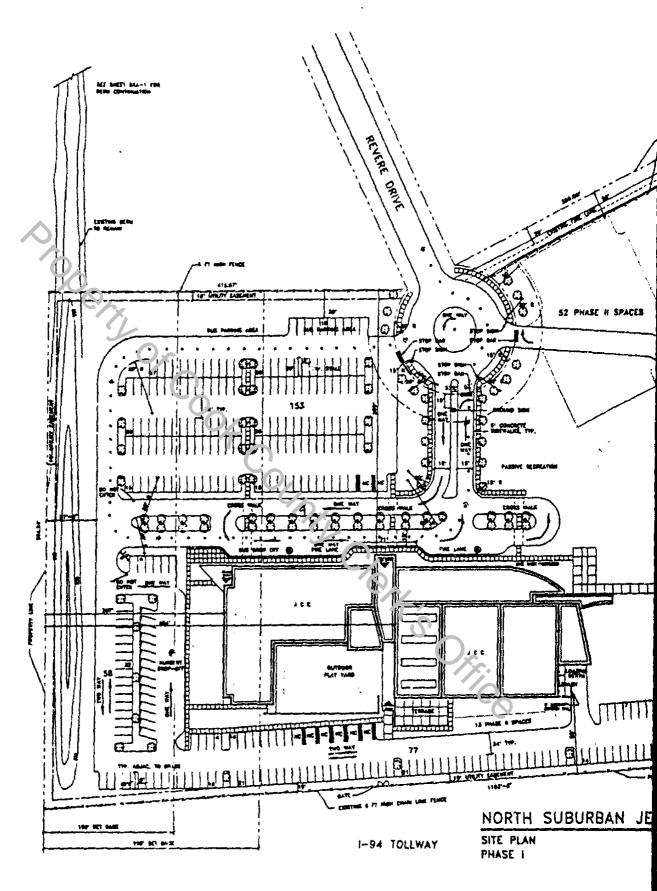
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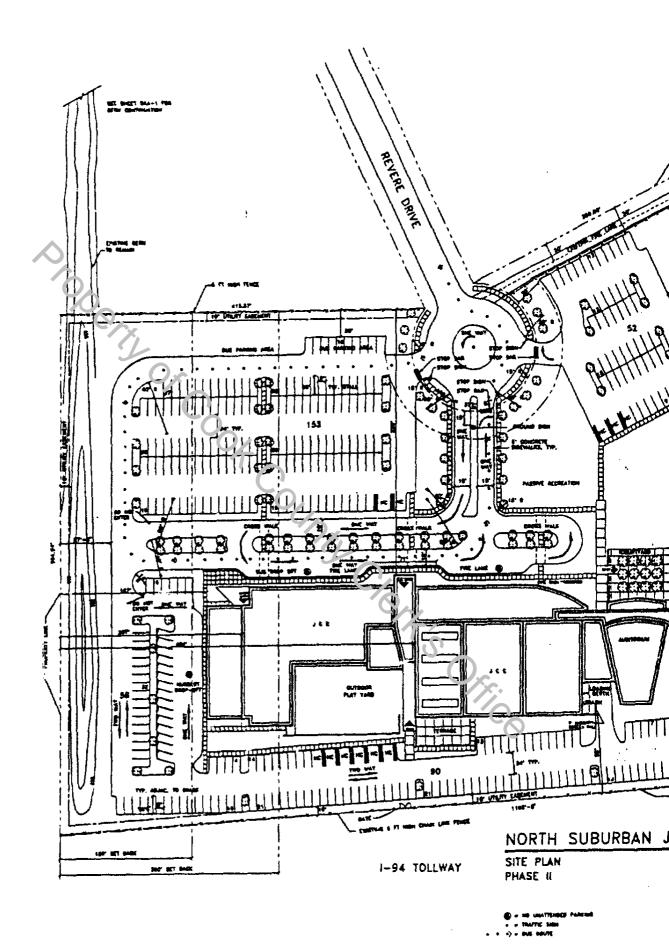
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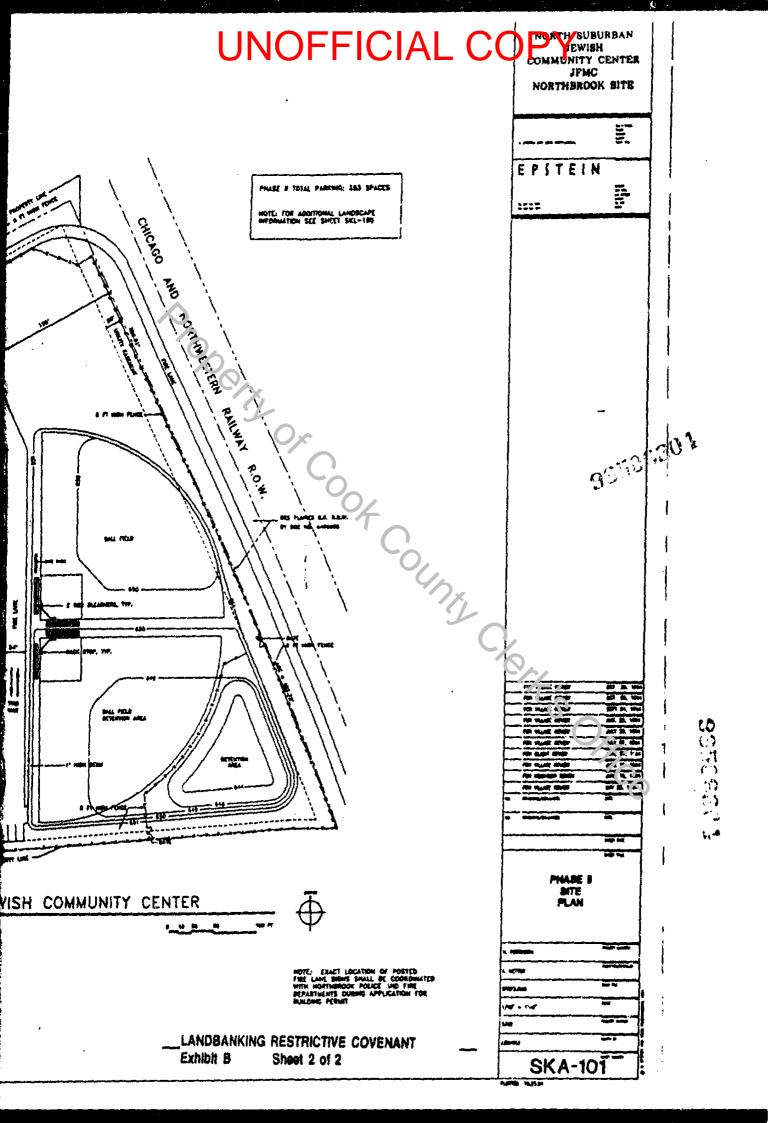


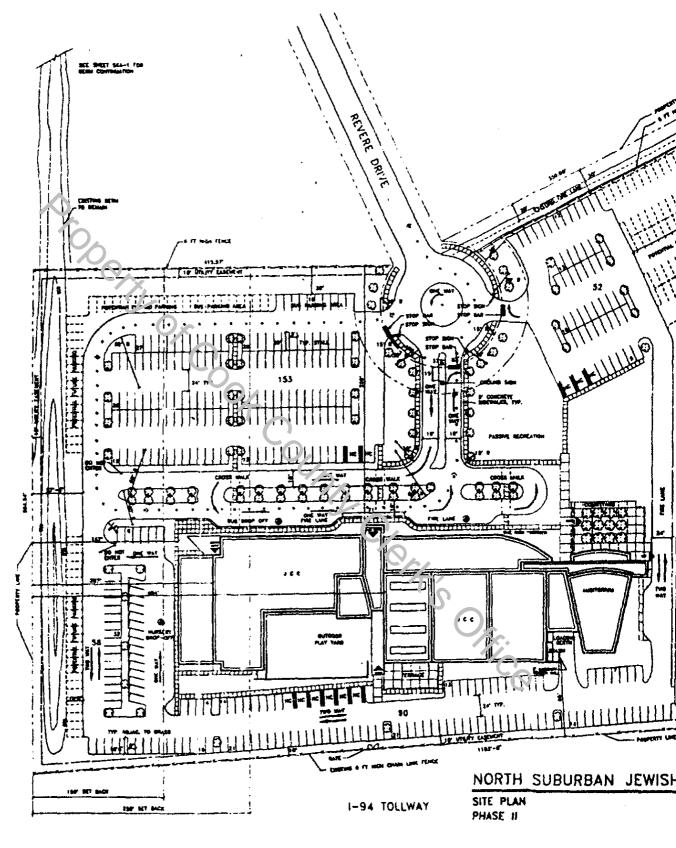
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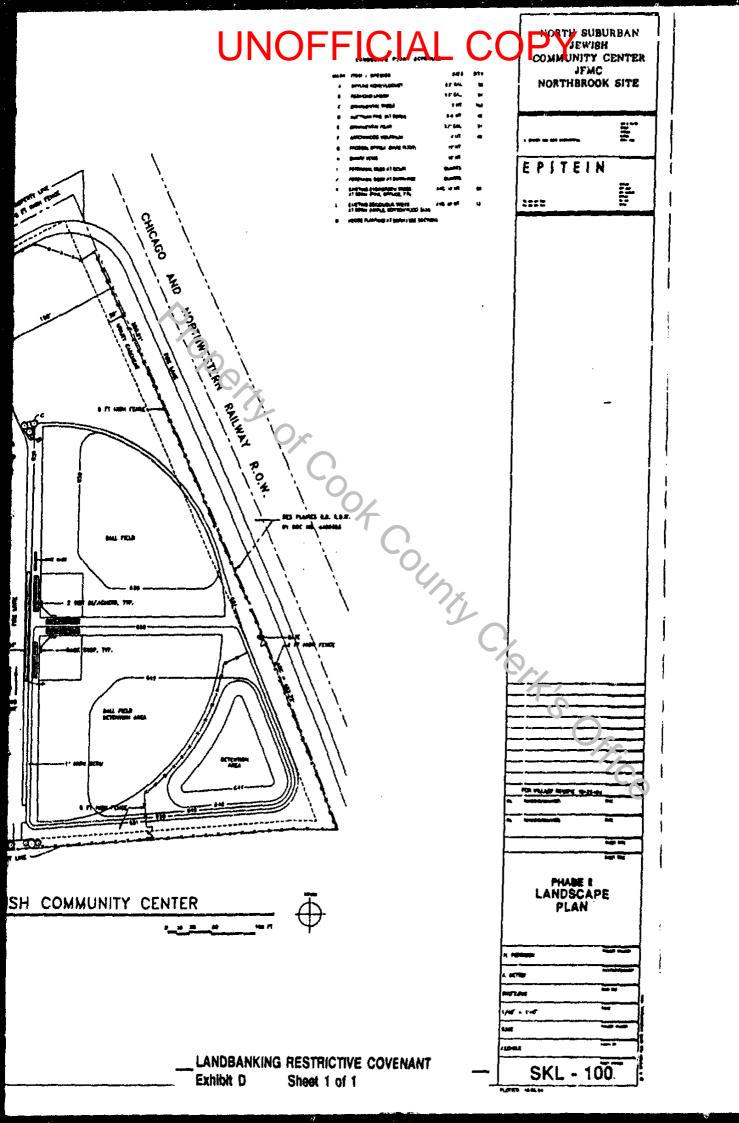
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Exhibit C

Sheet 1 of 1



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## **UNOFFICIAL COPY**

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#### LANDBANKING RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 1996, by JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation ("Owner"), the holder of record title to a certain parcel or real estate located in the Village of Northbrook, Cook County, Illinois (the "Village"), commonly known as 300 Revere Drive, Northbrook, Illinois, which is described in Exhibit A attached hereto and by this reference, made a part hereof (the "Subject Property").

#### WITHESSETH:

WHEREAS, Owner has filed an equilication with the Village of Northbrook for a special permit to authorize the construction and operation of a Membership Recreation Facility (Docket No. 94-9A), a Day Care Facility, Nursery School and Related Child Programs (Docket No. 94-9F), landbanked parking (Docket No. 94-9F1), rmendment of certain restrictive covenants (Docket No. 94-9F2), and site plan approval (Docket No. 94-9F3), all under the Northbrook Zoning Code (1988), as amended: and

WHEREAS, by Ordinance No. 94-50, the Village granted Owner a special permit pursuant to Sections 7-105 and 11-602 of the Northbrook Zoning Code to allow landbanking of required parking spaces, subject to certain specified conditions, to reduce the applicable number of offstreet parking spaces to be paved on the Subject Property in Phase 1 from 384 to 288, and in Phase II from 470 to 353; and

1 As used in the Covenant, Phase I and Phase II shall mean and refer to Phase I a	nd Ph	ase
If of the development of the Subject Property as described in more detail in Ordinance	e No.	94-
50.		

PREPARED BY:

Burke, Weaver & Prell 55 West Monroe, Suite 800 Chicago, IL 60603 312-263-3600 AFTER RECORDING RETURN TO:

**RECORDER'S BOX 337** 

WHEREAS, Owner desires and intends that the restrictions herein contained 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 Subject Property, or any portion thereof, and all persons claiming under them;

NOW, THEREFORE, Owner declares that the Subject Property, and all portions thereof, are and shall be held, transferred, sold, conveyed, used, and occupied subject to the restrictions hereinafter set forth, which restrictions are for the purpose of protecting the value and desirability of the Subject Property and other properties in the Village:

Section 1. Landbanking. Owner shall construct and maintain no less than 288 paved, off-street parking spaces on the Subject Property in Phase I and 353 paved, off-street parking spaces on the Subject Property in Phase II, in accordance with the Phase I Site Plan, Sheet No. SKA-100, and Those II Site Plan, Sheet No. SKA-101, both prepared by A. Epstein and Sons International, with latest revision date of October 25, 1994, in Exhibit B attached hereto and, by this reference, made a print hereof; provided, however, that the Village Board of Trustees, in its sole and absolute discretion, may, at any time after the date of this Restrictive Covenant, direct and require that the number of paved, off-street parking spaces on the Subject Property be increased, at the sole cost and expense of Owner, to a total of 384 spaces in Phase I and 470 spaces in Phase II, in accordance with the Phase II Site Plan with Future Parking Indicated, Sheet No. SKA-101A, prepared by A. Epstein and Sons International with latest revision date of October 25, 1994, in Exhibit C attached hereto and, by this reference, made a part hereof. In addition, in the event that the Village Board of Trustees directs the construction of additional parking spaces before any part of Phase It is constructed, the Owner shall construct the necessary number of additional spaces in the following order, unless otherwise approved by the Village:

- A. Thirteen (13) parking spaces designated for Phase II as shown on the south side of the building;
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Section 2. Open Space. Unless and until the Village Board of Trustees directs and requires the Owner to increase the number of paved, off-street parking spaces pursuant to Section 1 above, a portion of the Subject Property, as depicted in the plans attached hereto as Exhibit B, shall be reserved for such future parking use and shall be maintained as a landscaped open space area (the "Landbanked Area") in accordance with the Phase II Landscape Plan, Sheet No. SKL-100, prepared by A. Epstein and Sons International, with latest revision date of October 25, 1994, in Exhibit D attached hereto and, by this reference, made a part hereof; provided, however, that all portions of the Subject Property labelled "Passive Recreation Lawn Area," or shown as Phase II required parking or landbanked parking, shall be maintained as open lawn area until such time as authorized improvements are constructed thereon.

#### Section 3. Maintenance of Landbanked Area.

- A. <u>Owner Maintenance</u>. Owner shall be solely and exclusively responsible for the maintenance, preservation, restoration, and rehabilitation of the Landbanked Area.
- B. <u>Village Maintenance; Costs; Liens.</u> The Village, acting through its elected and appointed officials, agents, servants, and employees, is hereby granted the right and license, in the event Cwner fails to maintain the Landbanked Area in strict conformance with Exhibits B, C, and D, as a pplicable, and the ordinances of the Village, to enter onto the Subject Property and to perform such work as may be necessary to maintain, preserve, restore, or rehabilitate the Landbanked Area, or any portion thereof. Prior to such entry, the Village shall notify the Owner, at the addices shown on the most recent real estate tax bill for the Subject Property, of the need to enter the Subject Property to perform such work. In the event the Village takes any action pursuant to this Section 3, it shall have the right, without the consent of Owner, to charge against the Subject Property an amount sufficient to defray the entire cost of such action, including administrative costs and attorneys' fees, either before or after such cost is incurred. If the amount so charged is not paid within thirty days following a written demand by the Village, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien in the same manner as a mortgage on real property.
- Section 4. Exercise of Vill. (a) 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 property to the Village.
- Section 5. Enforcement. Owner recognizes and agrees that the Village has a valid interest in ensuring that this Restrictive Covenant is property adhered to and therefore does hereby grant the Village the right to enforce this Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.
- Section 6. Payment of Village Costs. Owner shall pay to the Village, upon presentation of a written demand or demands therefore, all administrative, engineering, and legal fees incurred in connection with the negotiation, preparation, drafting consideration, review, and enforcement of this Restrictive Covenant. If the amount so charged is not paid within thirty days following such written demand by the village, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien, in the same manner as a mortgage on real property.
- <u>Section 7</u>. <u>Amendment</u>. This Restrictive 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 restrictions hereby imposed shall be restrictions running with the land and shall be binding upon and inure to the benefit of Owner

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Section 9. Recordation. This Restrictive Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all contracts and deeds of conveyance relating to the Subject Property, or any part thereof, shall be subject to the provisions of this Restrictive 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 Restrictive Coverant.

Secion 11. Term. The restrictions hereby imposed shall be enforceable for a term of 100 years from the date this Restrictive Covenant is recorded, after which time such Covenant shall be at tomatically extended for successive periods of ten years unless an instrument amending this declaration 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 on the current Governor of the State of Illinois, as of the date of this Restrictive Covenant.

IN WITNESS WHEREOF, Owner has caused this Restrictive Covenant to be executed and attested and its corporate seal to be affixed by duly authorized representatives on the date first above written.

JEMC FACILITIES CORPORATION

By:

Michael B. Tarrioff/

Senior Vice President

ATTEST:

By: Dr. Carlotten Contract

OFFICIAL SEAL

SARA A ERENBERG

STATE OF ILLINOIS)

COUNTY OF Cook

) SS

I, STAR A. ERENBERG, a notary public in and for said County, in the State aforesaid, DC HEREBY CERTIFY that Michael B. Tamoff personally known to me to be the Senior Vice President of JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation, and RICHARD GORDON KRTZ—personally known to me to be the ASSIT. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as SUCA SR. VICE PRESIDENT and ASSIT. SECRETARY, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of such corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 28th day of \_\_\_\_\_\_\_, 1996

Notary Public

My Commission Expires: 11/29/9

OFFICIAL SEAL SARA A ERENBERG

NGTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/29/98

C/O/T/S O/F/CO

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 1, 2, 3 AND 4 IN REVERE'S RESUBDIVISION OF LOT 1 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

County Clark's Office

ALSO KNOWN AS LOT 1 IN THE PLAT OF CONSOLIDATION OF LOTS 1, 2, 3 AND 4 IN REVERE'S RESUBDIVISION OF LOT 1 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

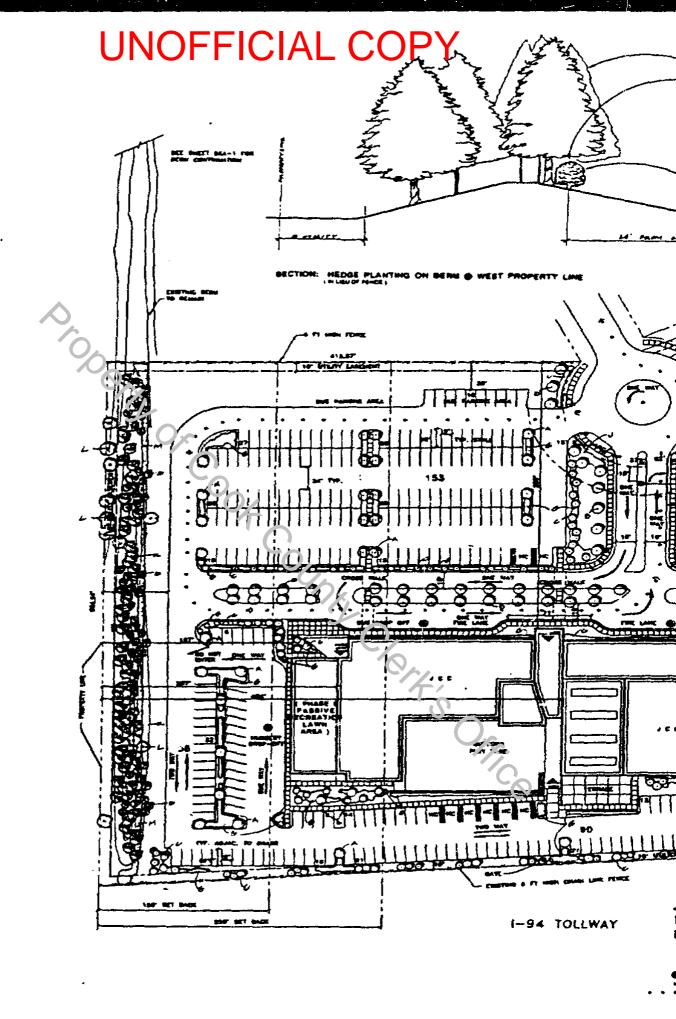
Commonly known at 300 Revere Drive, Northbrook, Illinois 60062

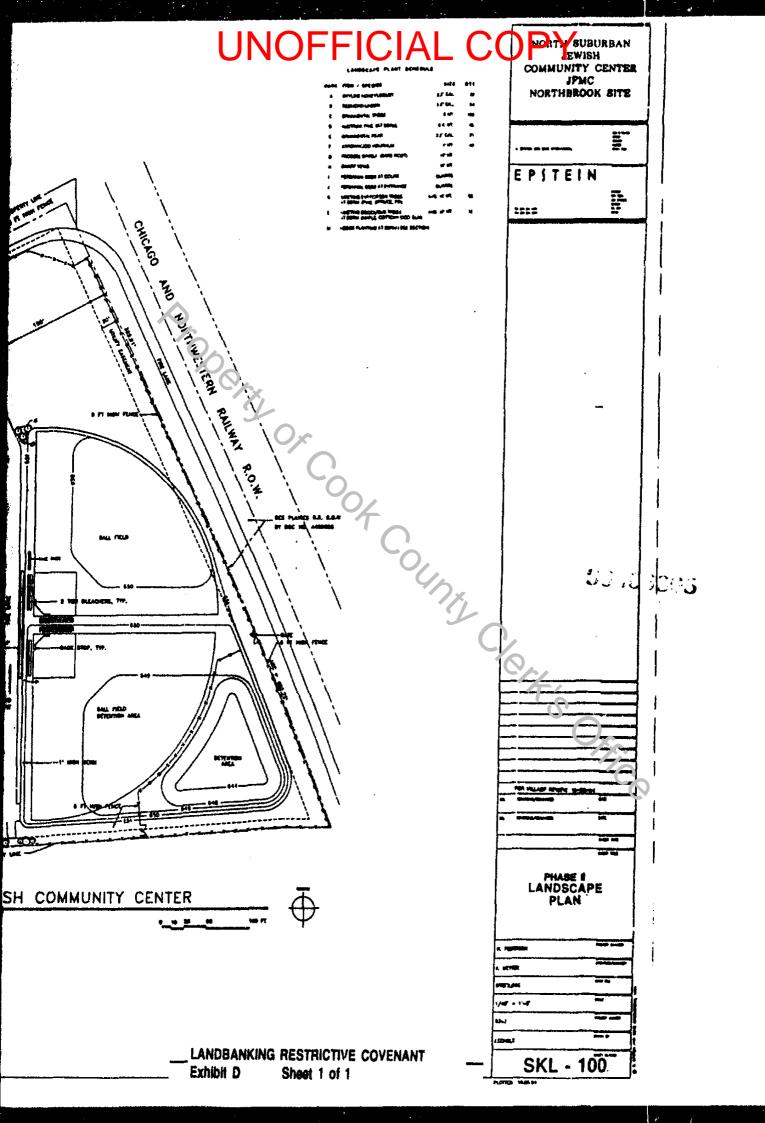
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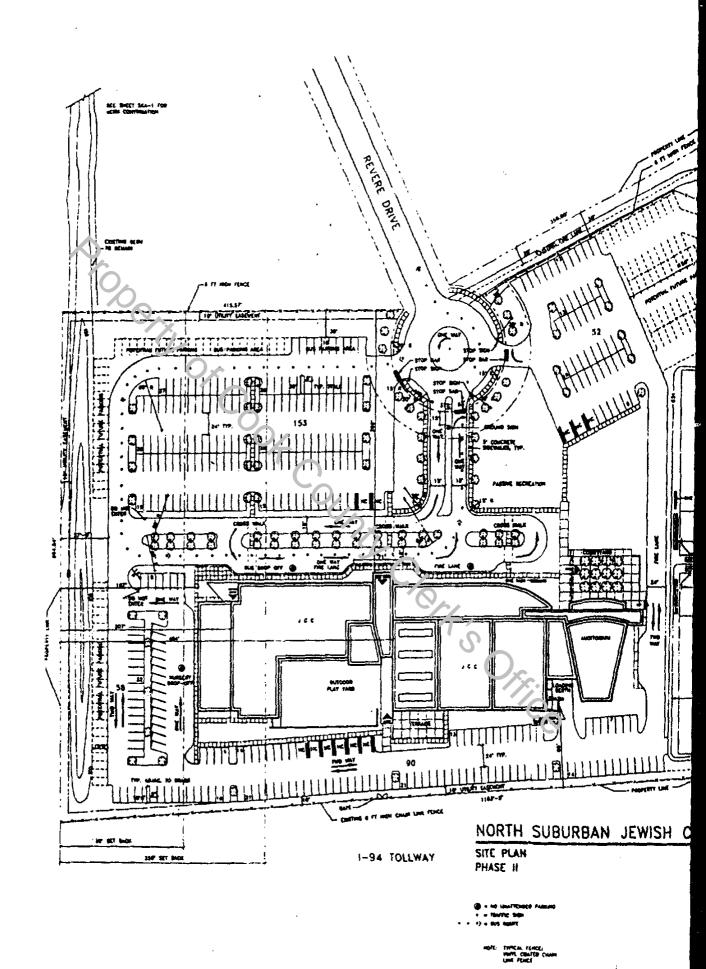
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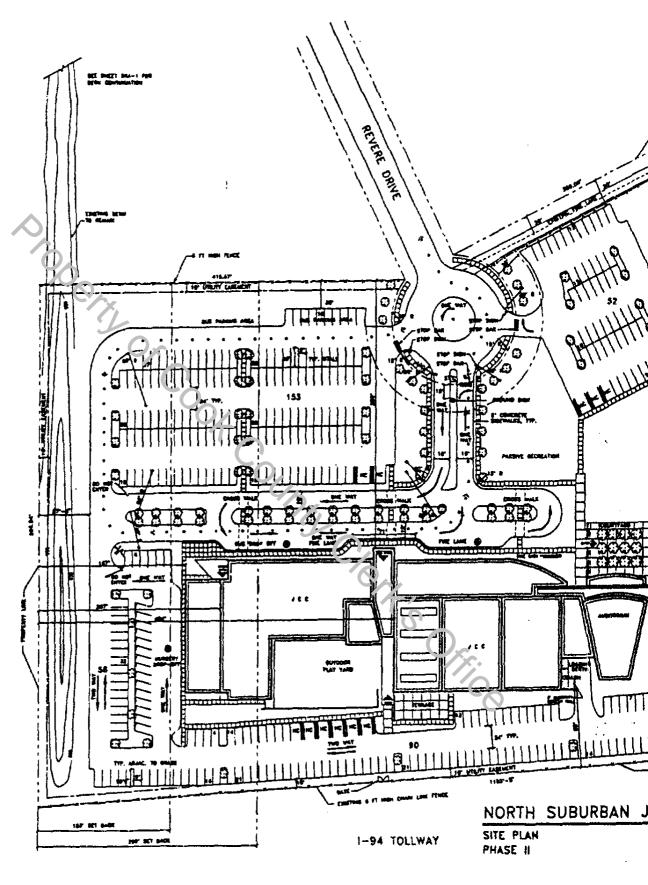
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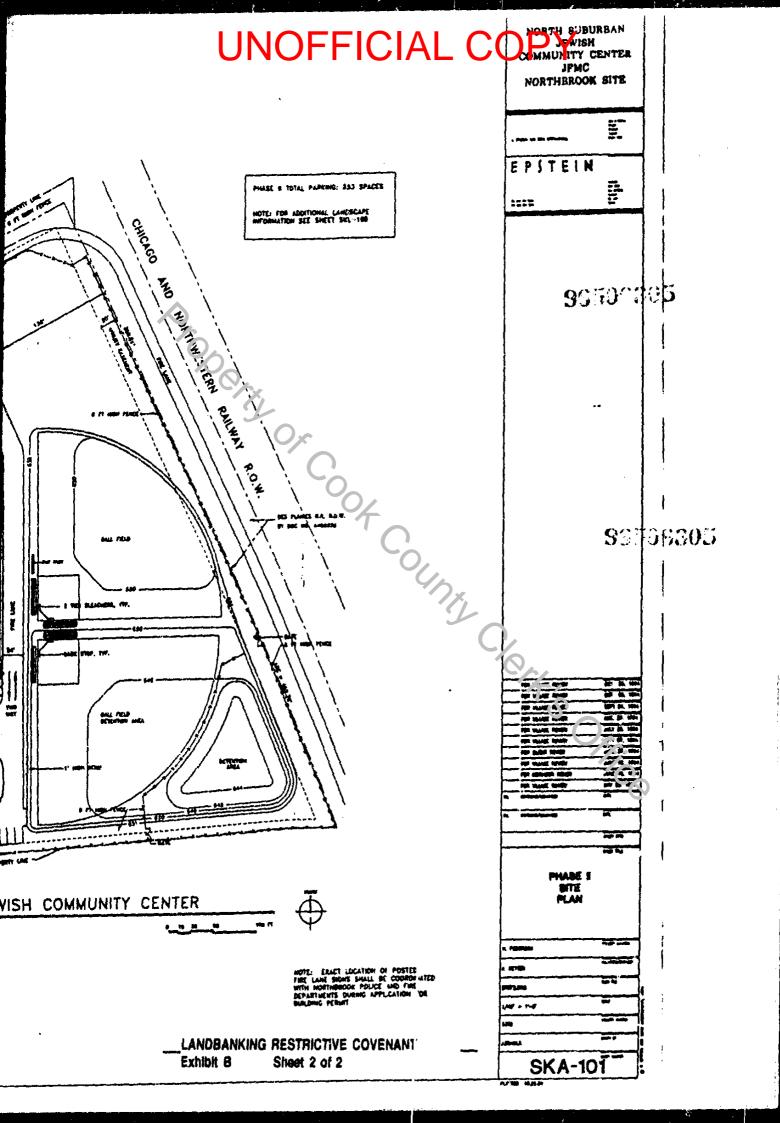




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