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TERMINATION OF RESTRICTIVE COVENANT

This Termination of Restrictive Covenant ("Termination") is made and entered into on the 31 day of October, 1997, by and between the Village of Northbrook ("Northbrook") and The Fidelity Mutual Life Insurance Company, in Rehabilitation ("Owner"), the legal owner of certain land described in Exhibit A attached hereto, and commonly known as 625 Academy Drive, Northbrook, Illinois (the "Property").

WITNESSETH

WHEREAS, on June 1, 1988, Harris Trust and Savings Bank, as Trustee under Trust No. 41965 dated September 28, 1982, the then owner of the Property, executed a Declaration of Restrictive Covenants, recorded with the Cook County Recorder on March 10, 1989 as Number 89106903 (the "Declaration"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, Owner is not using, and does not desire to use, the Property for the sale of merchandise at retail; and

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WHEREAS, the relief previously granted by the Northbrook Zoning Board of Appeals, in Docket No. 88-Z-14, allowing the limited sale of merchandise at retail on the Property under the conditions stated in the Declaration, is no longer necessary, required, or desired by the current Owner of the Property; and

WHEREAS, the Owner desires that the Declaration be terminated and removed from the Property; and

WHEREAS, Owner and Northbrook have agreed that it is in all parties best interests to remove the Restrictive Covenant from the Property; and

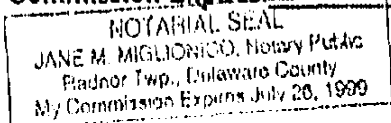
NOW, THEREFORE, Owner and Northbrook hereby agree and declare as follows:

1. The foregoing recitals are incorporated as if fully set forth herein.
2. The Declaration is hereby released and removed from the Property, and shall not bind the Property, or the current or any future owners of the Property, or other persons acquiring an interest in the Property, or any portion thereof.

IN WITNESS WHEREOF, Owner and Northbrook have executed this Declaration as of the date first above written.

Subscribed and Sworn to before  
me this 31<sup>st</sup> day of October, 1997.

Jane M. Miglionico  
Notary Public  
My Commission Expires:



THE FIDELITY MUTUAL LIFE  
INSURANCE COMPANY IN  
REHABILITATION

By: James W. Kelican, Jr.  
James W. Kelican, Jr.  
Sr. Vice President

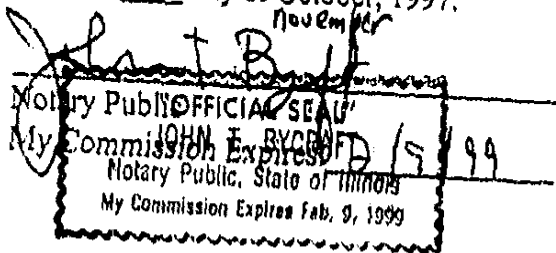
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Subscribed and Sworn to before  
me this 5 day of October, 1997.  
*November*

97080921  
VILLAGE OF NORTHBROOK



By: *John M. Novinson*  
John M. Novinson  
Village Manager

Prepared by:

John T. Bycraft, Esq.  
Barnes & Thornburg  
200 W. Madison Street, Suite 2610  
Chicago, IL 60606  
(312) 357-1313

After recording, return to:

John T. Bycraft, Esq.  
Barnes & Thornburg  
200 W. Madison Street, Suite 2610  
Chicago, IL 60606  
(312) 357-1313

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 5 IN THE RESUBDIVISION OF PART OF LOT 4 IN BLOCK 3 IN THE FIRST RESUBDIVISION OF SKY HARBOR INDUSTRIAL PARK, UNIT NUMBER 1 IN THE SOUTH ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 27, 1993, AS DOCUMENT NUMBER 22377699, IN COOK COUNTY, ILLINOIS.

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EXHIBIT  
B

37880871

83106903

Official  
Business

Village of Northbrook

→ Box 337

## DECLARATION OF RESTRICTIVE COVENANTS

THIS Declaration of Restrictive Covenants (the "Declaration") is made and entered into effective as of the first day of June, 1988, by Harris Trust and Savings Bank, as Trustee under Trust No. 41965 dated September 28, 1982, ("Owner"), the legal owner of certain land described in Exhibit A attached hereto and commonly known as 629 Academy Drive, Northbrook, Illinois (the "Property").

### W I T N E S S E T H:

WHEREAS, Owner desires to use the Property, or to allow the Property to be used, for the operation of a national mail order computer equipment business with showroom and pick-up facilities incidental thereto (the "Business"); and

WHEREAS, Owner has represented to the Zoning Board of Appeals (the "ZBA") of the Village of Northbrook (the "Village"), in ZBA Docket No. 88-2-14, that it would operate the Business on the Property only in strict accordance with the restrictions and agreements hereinafter set forth; and

WHEREAS, Owner desires to bind all current and future owners of, and other persons acquiring an interest in, the Property, or any portion thereof, to the restrictions and agreements hereinafter set forth;

NOW, THEREFORE, Owner hereby declares and agrees that the Property, and all portions thereof, are and shall be held, transferred, sold, conveyed, used and occupied subject to the restrictions and agreements hereinafter set forth, as follows:

1. The foregoing recitals are incorporated herein as if fully set forth.

2. In the event that the Business is operated on the Property, Owner shall, at Owner's sole cost and expense, take all necessary steps to insure that:

- (a) access to any show room on the Property, and the sale of merchandise from the Property, is limited to consumers of business and computer equipment intended for business purposes;
- (b) the hours of operation of the Business on the Property shall be limited to 10:00 a.m. to 4:00 p.m. Monday through Saturday;
- (c) adequate signage is posted at the public entrance to the Property stating that all sales on the Property are restricted to consumers of computer equipment exclusively for business purposes; and
- (d) any and all advertisement regarding sales on the Property shall state that all sales on the Property are restricted to consumers of computer equipment for business purposes.

3. In the event that the Village adopts any ordinance prohibiting the Business or similar business entities to be operated on the Property, neither the action of the ZBA in Docket No. 88-2-14 nor any provision of this Declaration shall be deemed or interpreted as allowing the Business to be operated on the Property, except as a non-conforming use pursuant to this Declaration and the then applicable Village zoning ordinance provisions governing the same. In the event that the Village adopts any ordinance prohibiting the Business or similar business entities

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City Office

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SEP 28 1982  
Cook County, Illinois  
Recorder of Deeds

Declaration shall be deemed or interpreted as prohibiting the Property from being used in accordance with such ordinance.

4. The restrictions and agreements contained in this Declaration may be enforced by the Village. Enforcement may be sought by any proceeding at law or in equity against any person or persons attempting to violate any restriction or agreement, either to restrain violation, compel affirmative action, or to recover damages.

5. The Village shall be under no obligation to exercise the rights granted herein, except as it shall determine to be in its best interests. No failure to exercise any right herein granted to the Village shall be construed as a waiver of that or any other rights.

6. This Declaration 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 Declaration.

7. The restrictions and agreements contained in this Declaration shall run with and bind the Property, and shall inure to the benefit of the Village for a term of one hundred (100) years from the date this Declaration is recorded. If any of the restrictions or agreements contained in this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities, or some analogous statutory provisions; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rule imposing time limits, then this Declaration shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Ronald W. Reagan, President of the United States.

8. This Declaration shall be binding on, and inure to the benefit of, the heirs, transferees, assigns and successors of Owner.

9. This Declaration shall not be modified, amended, annulled or released without the prior written approval of the Village Manager.

10. Invalidation of any one provision of this Declaration by a judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Owner has executed this Declaration as of the date first above written.

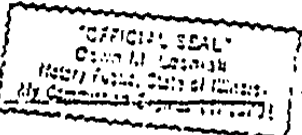
Harris Trust and Savings Bank,  
not personally but solely as  
Trustee Under Trust No. 41965  
Dated September 28, 1982

*[Signature]*  
\_\_\_\_\_  
COOK COUNTY, ILLINOIS

SUBSCRIBER AND SWORN TO  
before me this 27<sup>th</sup> day  
of February, 1982.

*[Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



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## LEGAL DESCRIPTION

Lot 5 in the Resubdivision of Part of Lot 4, in Block J in First Resubdivision of Sky Harbor Industrial Park, Unit Number 1, in the South 1/4 of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded June 27, 1973 as Document Number 23377699, in Cook County, Illinois.

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