

# UNOFFICIAL COPY

97198778

## RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT is made as of the 14th day of March, 1997, by and between Techny Properties, Ltd. ("Owner") and the Village of Northbrook, an Illinois municipal corporation (the "Village").

### WITNESSETH:

WHEREAS, Owner is the legal title owner of land that is located approximately 525 feet north of Techny Road, on the east side of Anets Drive in Northfield Township, within unincorporated Cook County as legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, most of the Property is currently used for a golf course known as Anetsberger Golf Course; and

WHEREAS, Owner has recently filed an application with the Cook County Zoning Board of Appeals (the "Cook County ZBA") for a special use permit to operate an outdoor driving range (the "Driving Range") on the southern portion of the Property (the "Application"); and

WHEREAS, the Village is a zoned municipality within one and one-half miles of the Property, and therefore, the Village has the right to force a supermajority vote of the Cook County Board of Commissioners (the "County Commissioners") to approve the Application, by formally objecting to the Application, pursuant to the Illinois Compiled Statutes, Chapter 55, Section 5/5-12014 and Section 13.15 of the County Zoning Ordinance, as amended (the "Statutory Authority"); and

WHEREAS, the Village is willing to waive its right to object to the Application, provided that Owner records a perpetual restrictive covenant against the Property that subjects the sale, use, and consumption of alcohol on the Property to the same restrictions that are otherwise applicable to a Class C Licensee under the applicable provisions of the Northbrook Alcohol Ordinance; and

WHEREAS, Owner is willing to execute and record this Agreement in order to subject the Property to these alcohol restrictions, all as more fully set forth below; and

WHEREAS, Owner and the Village acknowledge and agree that by virtue of the Village waiving its right to object to the Application, the Village has an interest in the fulfillment of the conditions, and the enforcement, of this Agreement;

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Agreement as substantive provisions hereof.

2. Waiver of Right to Object. The Village hereby waives any of its rights to object to the Application pursuant to the Statutory Authority.

3. Restrictive Covenant. Owner hereby declares and agrees that the sale, use, and consumption of alcohol on the Property shall, at all times that the Property is being used or

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(71) D-2-76-50-875

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operated as, or occupied by, the Driving Range, be subject to all terms, provisions, restrictions, and regulations applicable to Class "C" licenses as set forth in the Northbrook Alcohol Ordinance in Chapter Four of the Northbrook Municipal Code, as the same has been amended.

4. **Enforcement.** Owner does hereby recognize and agree that the Village has a valid interest in insuring that the restrictions and covenants granted hereunder are properly performed and therefore does hereby grant unto the Village the right to enforce the restrictions and covenants granted hereunder, by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction or covenant contained herein, including, without limitation, the right to restrain violation, to compel affirmative action, and/or to recover damages.

5. **Indemnification of Village, Hold Harmless, and Reimbursement.** Owner does hereby agree that no covenant, condition or restriction contained herein shall give rise to any liability on the part of the Village. Owner shall save, defend, indemnify and hold the Village, its elected and appointed officials, officers, boards, commissioners, employees, attorneys, and agents harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damages or penalty (hereinafter collectively referred to as "Claims") arising out of, resulting from, or alleged to arise out of or result from, this Agreement, and any acts or omissions of the Owner, its agents, employees and licensees, whether or not such act or omission is authorized, allowed or prohibited by this Agreement. Owner shall pay all expenses incurred by the Village in defending itself with regard to any and all Claims. These expenses shall include out-of-pocket expenses, such as attorneys and experts fees and shall also include the reasonable value of any services rendered by any employee of the Village.

6. **Covenants Running with the Land.** The restrictions hereby imposed and the agreements herein contained shall be restrictions and agreements running with the land and shall be binding upon and inure to the benefit of Owner and its respective heirs, executors, administrators, successors, assigns and legal representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

7. **Recordation.** This Agreement shall be immediately 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 Agreement.

8. **Notices.** All notices herein required to be served 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, and if intended for Owner addressed to Owner:

Techny Properties, Ltd.  
160 North Anets Drive  
Northbrook, IL 60062

or to such other person and/or at such other address as may be specified by Owner, by written notice served in accordance herewith, and if intended for Village addressed to:

Village of Northbrook  
1226 Cedar Lane  
Northbrook, Illinois 60062  
Attention: Village Manager

9. **Amendment of Agreement.** This Agreement may be modified, amended or annulled only by written agreement between Owner and the Village.

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10. Interpretation. The headings of the Sections herein are intended for convenience of reference only and are not intended to alter, amend, or affect any of the terms or provisions of this Agreement.

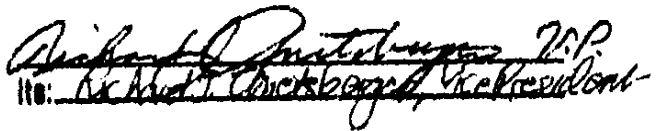
11. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be deemed one original document notwithstanding that one or more parties may not have executed any one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on and as of the day and year first above set forth.

ATTEST:

  
Tracy Davis, Secretary

TECHNY PROPERTIES, LTD.

By:   
Its: Michael Chicksbrough, Vice President

ATTEST:

  
Lora G. Lewis  
Village Clerk

VILLAGE OF NORTHBROOK

By:   
Its Village President

PREPARED BY:  
Steve Elrod, Esq.  
Burke, Weaver & Brell  
55 W. Monroe Street, Suite 800  
Chicago, Illinois 60603

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## ACKNOWLEDGMENTS

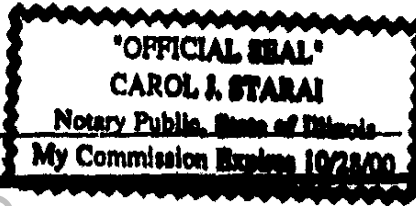
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

The foregoing instrument was acknowledged before me on May 18, 1997, by Mark W. Damisch, the Village President of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Lona N. Louis, the Village Clerk of said municipal corporation.

Carol J. Starai  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_



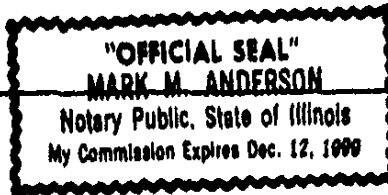
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

The foregoing instrument was acknowledged before me on March 14, 1997, by Richard J. Chatsbanczyk, President of TECHN. PROPERTIES, LTD., an Illinois corporation and Tracy D. Davis, Secretary of said corporation, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the corporation for and on behalf of said corporation, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned.

Mark M. Anderson  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_

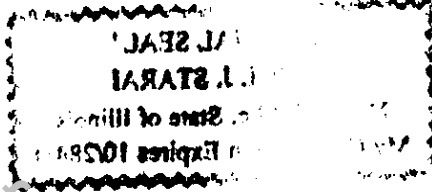


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## EXHIBIT A

### Legal Description of the Property

THAT PART OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; ALSO THAT PART OF LOT 19 OF THE ASSESSOR'S DIVISION OF SECTION 15, LYING NORTH OF THE SOUTH 525.40 FEET THEREOF (THE SOUTH 13 ACRES) EXCEPTING THE EAST 300 FEET OF THE NORTH 330 FEET OF SAID LOT 19; ALSO EXCEPT THAT PART OF LOT 19, LYING NORTH AND EAST OF THE CENTER OF THE WEST FORK OF THE NORTH BRANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers:

0415101018  
0415101020  
0415101021

. DEPT-01 RECORDING \$29.00  
. T80012 TRAN 4387 03/21/97 15:09:00  
. #6139 & CG # -97-198778  
. COOK COUNTY RECORDER  
. DEPT-10 PENALTY \$26.00

180 N. ANERS DRIVE  
NORTHBROOK, IL  
MAIL TO:

MR. MARK ANDERSON  
O'NALLIAN KOSOFF  
GEITWEAT BROT P.C.  
650 DUNDEE ROAD  
SUITE 475  
NORTHBROOK, IL 60062

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