

THIS DOCUMENT  
PREPARED BY:

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1998-07-15 12:13:11  
Cook County Recorder 33.00

Barbara A. Adams  
Burke, Weaver & Prell  
55 West Monroe Street  
Suite 800  
Chicago, IL 60603

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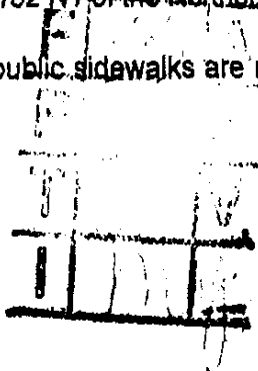
RESTRICTIVE COVENANT FOR  
CONSTRUCTION OF SIDEWALK  
AND STORMWATER DETENTION FACILITIES

THIS RESTRICTIVE COVENANT is made this 23 day of June, 1997, by LaSalle National Bank, as Trustee u/v/a dated March 28, 1969 and known as Trust No. 10-15781-08 (the "Owner"), the owner of record title to the parcel of real estate commonly known as 2265 Carlson Drive, located in the Village of Northbrook, Cook County, Illinois, and legally described in Exhibit A attached to and made a part of this Restrictive Covenant by this reference (the "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 hereinafter set forth, which covenants are for the purpose of protecting the value and desirability of the Property and other properties in the Village of Northbrook (the "Village").

Section 1. Background.

A. Paragraph 4-102-N1 of the Northbrook Subdivision and Development Code (1991), as amended, provides that public sidewalks are required along both sides of all streets in non-residential zoning districts.



*[Handwritten signatures and stamps]*

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B. The Property is located in the I-1 Restricted Industrial District, and a portion of the Property fronts Carlson Drive.

C. The Owner desires to defer the construction of public sidewalks on the Property along Carlson Drive, and has requested a temporary waiver of the requirements of Paragraph 4-102 N1.

D. The Village Board of Trustees has determined that a temporary waiver to allow the deferral of construction of the sidewalks should be granted, subject to execution by the Owner of a recordable covenant acknowledging Owner's continuing obligation to construct the sidewalks in accordance with Paragraph 4-102 N1 at its sole cost and expense when required to do so by the Village.

E. The Owner desires to defer the construction of stormwater detention facilities on the south 60 feet of the Property (the "60 Foot Strip") until such time as physical improvements are constructed thereon.

F. The Village Board of Trustees has determined that a temporary waiver to allow the deferral of stormwater detention facilities on the 60 Foot Strip should be granted, subject to execution by the Owner of a recordable covenant acknowledging Owner's continuing obligation to construct adequate stormwater detention facilities at its sole cost and expense upon the construction of any physical improvement upon the 60 Foot Strip.

G. The Owner desires and intends that all current and future owners having or acquiring an interest in the Property, or in any portion thereof, shall at all times hold their interests subject to the covenants set forth herein.

Section 2. Owner's Obligation to Construct Sidewalk. The Owner is hereby unconditionally and continuously obligated to construct a sidewalk in front of the Property along Carlson Drive when required to do so by the Village, in its sole and absolute discretion. Such construction shall be at the Owner's sole cost and expense and shall be in compliance with all requirements of the Village for the construction of sidewalks.

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Section 3. Owner's Obligation to Construct Stormwater Detention Facilities.

The Owner is hereby unconditionally and continuously obligated to construct stormwater detention facilities upon the 60 Foot Strip at such time as any physical improvements are constructed thereon. Such construction shall be at the Owner's sole cost and expense and shall be in compliance with all requirements of the Village for the construction of stormwater detention facilities in effect at the time of such construction.

Section 4. Village Right to Construct. If the Owner fails or refuses to diligently pursue the construction of (i) a sidewalk as required in Section 2 of this Restrictive Covenant or (ii) stormwater detention facilities as required in Section 3 of this Restrictive Covenant, then the Village shall have, and the Owner hereby grants to the Village, in addition to all other rights afforded to the Village in this Restrictive Covenant and by law, the right, at the Village's option, to complete such sidewalk or stormwater detention facility construction. The Village shall have the right to demand payment directly from the Owner, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, of an amount of money sufficient to defray the entire cost of such work, including legal fees and administrative expenses. If the amount so charged is not paid by the Owner within thirty (30) days following a demand in writing by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

Section 5. Enforcement. The Owner recognizes and agrees that the Village has a valid interest in ensuring that this Restrictive Covenant is properly 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. Exercise of Village Rights; Waiver. The Village is not required to exercise any of the rights granted herein except as it shall determine to be in its best interest. Failure by

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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 real property to the Village.

Section 7. Payment of Village Costs. The 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 enforcement of this Restrictive Covenant. If the amount so charged is not paid within thirty (30) days following such written demand by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

Section 8. Amendment. This Covenant may be modified, amended, or annulled only upon the express, prior written approval of the Village of Northbrook, by resolution duly adopted.

Section 9. Covenants Running with the Land. The covenants and restrictions hereby imposed shall run with the land and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

Section 10. 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 Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant. The Owner agrees to pay the fee for the preparation and recordation of this Restrictive Covenant, as established by the Village's Annual Fee Ordinance, as may from time to time be amended.

Section 11. 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 Covenant.

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Section 12. Term. The restrictions hereby imposed shall be enforceable for a term of one hundred (100) years from the date this Restrictive Covenant is recorded, after which time such Restrictive Covenant shall be automatically extended for successive periods of ten (10) years unless an instrument amending this Restrictive Covenant shall be recorded and provide for some other duration. If any of the rights or restrictions imposed by this Restrictive 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 of the current Governor of the State of Illinois as of the date of this Restrictive Covenant.

Section 13. Severability. Invalidation of any one of these covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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

OWNER:

LASALLE NATIONAL BANK, as Trustee u/t/a dated March 28, 1965 and known as Trust No. 10-15781-08 not personally

Signature: [Handwritten Signature]
Name: [Handwritten Name]
Title: ASSISTANT VICE PRESIDENT

WITNESS/ATTEST:

Signature: [Handwritten Signature]
Name: Deborah [Handwritten Name]
Title: ASSISTANT SECRETARY

This instrument is executed by LASALLE 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 LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements by it as Trustee, as aforesaid, shall and are to be construed accordingly. No liability shall be incurred or be enforceable against LASALLE NATIONAL BANK by the violation of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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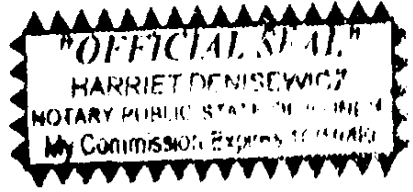
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STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF Cook )

This instrument was acknowledged before me on the 23 day of June, 1997,  
by ~~Harriet Denisevicz~~ Assistant Vice President of LASALLE NATIONAL BANK, as  
Trustee u/a dated March 28, 1969 and known as Trust No. 10-15781-08, and  
Assistant 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 as the free and voluntary act of the corporation, for the uses and  
purposes herein mentioned.

*Harriet Denisevicz*  
\_\_\_\_\_  
Signature of Notary

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



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EXHIBIT A

Legal Description of the Property

LOT 1 IN LOCKWOOD NORTHBROOK RESUBDIVISION OF LOT 8 IN GLENBROOK INDUSTRIAL PARK UNIT 2, AND THAT PART OF LOT 1 IN GLENBROOK INDUSTRIAL PARK UNIT NUMBER 3 IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 2265 Carlson Drive  
Northbrook, Illinois 60062

P.R.E.I No.: 04-15-301-013

04-15-304-~~005~~  
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