

**THIS DOCUMENT  
PREPARED BY:**

Peter M. Friedman  
Burke, Weaver & Prell  
55 West Monroe Street  
Suite 800  
Chicago, IL 60603

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2000-06-13 16:54:56  
Cook County Recorder B1.50



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**AFTER RECORDING  
RETURN TO:**

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**ANNEXATION AGREEMENT  
BY AND BETWEEN**

**THE VILLAGE OF NORTHBROOK**

**AND**

**LEONARD BLINDERMAN,  
AS TRUSTEE UNDER THE  
REBECCA BLINDERMAN TRUST**

**DATED AS OF JANUARY 25, 2000**

I hereby certify this to be a true and exact copy of the original.

5/18/00  
Date

*Lona N. Lewis*  
Village Clerk

THIS AGREEMENT is dated as of the 25th day of January, 2000, and is by and between the VILLAGE OF NORTHBROOK, an Illinois municipal corporation (the "Village") and LEONARD BLINDERMAN, AS TRUSTEE UNDER THE REBECCA BLINDERMAN TRUST (the "Owner").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule powers, the Village and Owner agree as follows:

**SECTION 1. RECITALS.**<sup>1</sup>

A. The Village is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.

B. Owner is the owner of record of the Property.

C. As of the date of this Agreement, the Property is contiguous to the corporate limits of the Village and is not within the corporate limits of any municipality.

D. As of the date of this Agreement, there are no electors residing within the Property.

E. Owner intends to lease a portion of the Property (the "Leased Premises") to the Village pursuant to the terms and conditions of the Lease Agreement attached hereto as Exhibit A (the "Lease")

F. Owner may desire in the future to annex the Property to the Village.

G. Owner and the Village desire to enter into this Agreement to promote and provide for the annexation and development of the Property pursuant to and in accordance with this Agreement, the applicable Village codes and regulations, and the applicable annexation provisions of the Illinois Municipal Code.

H. Pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 *et seq.*, a proposed annexation agreement, in substance and form substantially the same as this Agreement, was submitted to the Corporate Authorities and, pursuant to notice published in the *Northbrook Star* on November 18, 1999, as provided by statute, a public hearing was held thereon by the Corporate Authorities on January 25, 2000.

I. The Corporate Authorities, after due and careful consideration, have concluded that the use by the Village of the Leased Premises pursuant to the Lease, and the future annexation and development of the Property pursuant to the terms and conditions of this Agreement, would serve and be in the best interests of the Village.

<sup>1\*</sup> All capitalized words and phrases throughout this Agreement shall have the meanings set forth in the preamble above and in Section 2 of this Agreement.

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

**"Building Code"**: Chapter 6, entitled "Building and Construction Regulations," of the Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

**"Corporate Authorities"**: The President and Board of Trustees of the Village.

**"Force Majeure"**. Strikes, lockouts, acts of God or other factors beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless such weather conditions are unusually severe or abnormal considering the time of year and the particular location involved.

**"Property"**: The real property consisting of approximately 8.293 acres, generally located west of Waukegan Road and south of the Tollway Spur in unincorporated Cook County, and legally described in **Exhibit A** attached hereto.

**"Public Improvements Standards Manual"**: Village of Northbrook Standards and Specifications for Public and Private Improvements, dated October, 1990, as the same has been and may, from time to time hereafter, be amended.

**"Requirements of Law"**: All applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations.

**"Subdivision Code"**: The Village of Northbrook Subdivision and Development Code (1991), as the same has been and may, from time to time hereafter, be amended.

**"Zoning Code"**: The Northbrook Zoning Code (1988), as the same has been and may, from time to time hereafter, be amended.

### **SECTION 3. ACKNOWLEDGMENT OF LEASE AGREEMENT.**

The parties acknowledge and agree that, as part of the consideration for the terms and provisions of this Agreement, they have entered into the Lease, a fully executed copy of which is attached hereto as **Exhibit B**.

### **SECTION 4. ANNEXATION AND ZONING AT OWNER'S REQUEST.**

Owner may, but shall not be required to, file a written petition with the Village, in accordance with applicable law and in the form attached hereto as **Exhibit C** (the "*Petition*"), requesting annexation of the Property to the Village. Upon receipt of the Petition, the Village agrees to take all required action to annex the Property to the Village, subject to the terms of this Agreement, including specifically, but without limitation, adoption of a valid and binding ordinance, substantially in the form attached hereto as **Exhibit D** (the "*Annexation Ordinance*"), annexing the Property to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and rezoning the Property to I-1 Light Industrial pursuant to Section 2-104 of the Zoning Code without holding any hearing, unless required by applicable law at the time of annexation. If Owner desires that the Property be zoned in any other district, Owner must seek such other zoning through the Village rezoning procedures applicable at that time. However, the Village shall have no obligation to zone the Property to any district other than the I-1 District. Immediately after the effective date of the annexation of the Property, the Village shall promptly cause the Annexation Ordinance to be properly recorded in the Office of the Cook County Recorder of Deeds. Owner shall pay the entire cost of such recording. During the term of this Agreement, Owner shall not seek annexation of the Property to any municipality other than the Village.

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**SECTION 5. USE OF PROPERTY.**

A. **General Requirements.** If the Property is annexed to the Village, the Property shall be subject to all then-applicable and effective provisions of the Subdivision Code, Building Code, Public Improvements Standards Manual, all other Requirements of Law, and the Zoning Code, including specifically, but without limitation, the provisions relating to non-conforming uses and structures (the "Existing Regulations"); provided, however, that during the term of this Agreement so long as the Property is zoned in the I-1 District pursuant to the Annexation Ordinance, the signs on the Subject Property as of the date of this Agreement (the "Existing Signs") shall be allowed to remain on the Property notwithstanding any Zoning Code provision to the contrary; provided, further, however, that if the Property is rezoned to a District other than the I-1 District during the term of this Agreement, the Existing Signs shall be allowed to remain on the Property if, as part of such rezoning, the Corporate Authorities, by resolution or ordinance duly adopted, approve of such Existing Signs, which approval shall not be unreasonably withheld.

B. **Existing Regulations to Continue in Effect.** All Existing Regulations of the Village, except as amended as required by State or Federal requirements or pursuant to general amendments adopted by the Village, shall insofar as they relate to the development of the Property, continue in effect during the full effective term of this Agreement.

**SECTION 6. WATER SUPPLY AND SANITARY SEWER SERVICE.**

A. **Connection and Service Required.** If the Property is annexed to the Village, Owner shall be required, and hereby agrees, to construct the necessary improvements (the "Water and Sewer Improvements"), to connect the Property to the Village's water supply system and sanitary sewer system at no cost to the Village and in conformance with all applicable Village codes and regulations. In conjunction with such construction and connection, Owner shall pay all applicable connection, recapture, and user fees required to provide such connection and the provision of such water supply and sanitary sewer service to the Property.

B. **Transfer of Ownership of the Water and Sanitary Sewer Improvements to the Village.** Upon the approval of, and prior to acceptance of, the Water and Sewer Improvements, Owner shall execute, or cause to be executed, such documents as the Village shall request to transfer ownership of such Water and Sewer Improvements to, and to evidence ownership of such Improvements by, the Village, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Village in writing. Owner shall, at the same time, grant, or cause to be granted, to the Village all such insured easements or other property rights as the Village may require to install, operate, maintain, service, repair and replace the Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Village in writing.

**SECTION 7. ANNEXATION FEE.**

The Village agrees to waive any annexation fee that would be applicable to the Property upon annexation.

**SECTION 8. RECAPTURE.**

A. **Owner's Obligation to Pay Recapture Fees.** Whenever the Village has entered into, or in the future enters into, any agreement with a subdivider or permittee pursuant to Section 9-5-1 of the Illinois Municipal Code to reimburse said subdivider or permittee from fees charged to benefitted property owners for a portion of the cost of the construction and installation, including interest, if any, of any water main, sanitary sewer, storm sewer, or any other utility or telecommunication improvement or

any street improvement or traffic control device or facility that may be used for the benefit of the Property, or a portion thereof, Owner agrees to pay its proportionate share of the cost of such improvement, device, or facility, including interest, if any, as set forth in any such agreement.

**B. Owner's Right to Recapture Costs of Improvements.** If the Village requires Owner to install water mains, sanitary sewers, storm sewers or any other utility or telecommunication improvement or any street improvement or traffic control device or facility, that may be used for the benefit of property not located within the Property, in connection with any zoning, building or subdivision approval for the development or improvement of the Property, as determined by the Village, the Village shall adopt such resolutions and ordinances as are necessary and required concerning Owner's right to recapture a portion of the cost of the public improvements from fees charged to owners of property not within the Property pursuant to Section 9-5-1 of the Illinois Municipal Code.

**SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.**

**A. General Requirements.** In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, Owner shall pay to the Village, as and when due, all application, inspection and permit fees, all water and sewer general and special connection fees, tap-on fees, charges and contributions, and all other fees, charges and contributions required by applicable Village codes, ordinances, resolutions, rules or regulations.

**B. Special Requirements.** In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, Owner agrees that it will be liable for and shall pay, within 30 days after presentation of a written demand or demands therefor, all reasonable legal, engineering and other consulting or administrative fees, costs and expenses incurred or accrued in connection with any applications, documents or proposals, whether formal or informal, of whatever kind submitted by Owner during the term of this Agreement in connection with the use and development of the Property; provided, however, that such amount shall not exceed \$7,500. Further, Owner agrees that it shall be liable for and will pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

**SECTION 10. LIABILITY AND INDEMNITY OF VILLAGE.**

**A. Village Review.** The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Water and Sewer Improvements or the issuance of any approvals, permits, certificates or acceptances for the development or use of the Property or the Water and Sewer Improvements, and that the Village's review and approval of any such plans and improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

**B. Village Procedure.** The Owner acknowledges and agrees that all notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right.

**C. Indemnity.** The Owner, only as to its own acts and omissions, agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, the Plan Commission and all Village elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with:



- (i) the Village's review and approval of any plans for the Water and Sewer Improvements;
- (ii) the issuance of any approval, permit, certificate or acceptance for the Water and Sewer Improvements; and
- (iii) the development, construction, maintenance or use of any portion of the Property, or the Water and Sewer Improvements.

**D. Defense Expense.** The Owner, only as to its own acts or omissions, shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Subsection C above.

**SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

All obligations assumed by Owner under this Agreement shall be binding upon Owner personally, upon any and all of Owner's heirs, successors and assigns, and upon any and all of the respective successor legal or beneficial Owner of all or any portion of the Property. To assure that all such heirs, successors, assigns and successor Owner(s) (collectively, "Transferee") have notice of this Agreement and the obligations created by it, Owner shall:

- i. Deposit with the Village Clerk, contemporaneously with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement with the Cook County Recorder of Deeds; and
- ii. Notify the Village in writing at least 30 days prior to any date upon which Owner transfers a legal or beneficial interest in any portion of the Property to any party not a party to this Agreement; and
- iii. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property to any party not a party to this Agreement; and
- iv. Provide the Village, upon the Village's reasonable request, with such reasonable assurance of the financial ability of a Transferee to meet the remaining obligations under this Agreement, as the Village may reasonably require;

The Village agrees that upon a Transferee becoming bound to the obligations under this Agreement pursuant to Subsection 13.E of this Agreement, and upon providing the financial assurances required herein, if any, the personal liability of Owner shall be released to the extent of the Transferee's assumption of such liability, pursuant to Subsection 13.E of this Agreement.

**SECTION 12. ENFORCEMENT.**

The parties hereto may, in law or in equity, by suit, action, mandamus or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that Owner agrees that Owner will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers or attorneys thereof, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when Owner has failed or refused to meet fully any of its obligations under this Agreement related to any such building or structure. In the event of a

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judicial proceeding brought by one party to this Agreement against the other party to this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

**SECTION 13. GENERAL PROVISIONS.**

A. **Notice.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be:

- (i) personally delivered, or
- (ii) delivered by a reputable overnight courier, or
- (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid.

Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (x) actual receipt; or (y) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (z) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Leonard Blinderman  
Blinderman Construction Co  
707 Lake Cook Road  
Deerfield, IL 60015

with a copy to:

Jack M. Siegel, Esq.  
Alzheimer & Gray  
10 South Wacker Drive, Suite 4000  
Chicago, IL 60606

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Northbrook  
1225 Cedar Lane  
Northbrook, IL 60062-4582  
Attention: Village Manager

with a copy to:

Burke, Weaver & Prell  
55 West Monroe Street, Suite 800  
Chicago, IL 60603  
Attention: Steven M. Elrod

By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

B. Amendments. This Agreement shall not amended or terminated without the written consent of both parties to this Agreement.

C. Entire Agreement. This Agreement is the full, complete, and entire agreement of the parties.

D. Term. This Agreement shall be in fully force and effect from and after its execution by all parties for the maximum term allowed by the Illinois Annexation Statute, which, as of the date of this Agreement, is 20 years.

E. Successors; Recording. This Agreement shall run with and bind the Property, and shall obligate and benefit the parties hereto and their respective legal representatives, heirs, grantees, successors, and permitted assigns. This Agreement shall be recorded in the office of the Cook County Recorder of Deeds.

F. Exhibits. Exhibits A through D attached hereto are, by this reference, incorporated in and made a part of this Agreement.

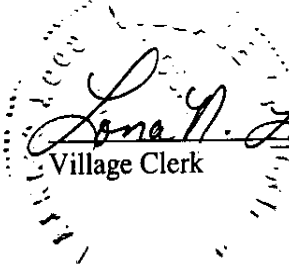
G. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Village or Owner.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the date on the first page of this Agreement.

ATTEST:

VILLAGE OF NORTHBROOK

  
Janet C. Lunsik  
Village Clerk

By: Michael W. Dard  
Village President

ATTEST:

LEONARD BLINDERMAN, AS TRUSTEE  
UNDER THE REBECCA BLINDERMAN  
TRUST

By: Janet C. Lunsik

Leonard Blinderman

Its:





ACKNOWLEDGEMENTS

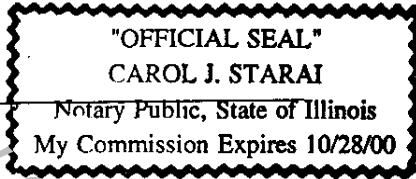
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on May 31, 2000, by Mark W. Danusik the Village President of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Lona N. Lewis, the Village Clerk of said municipal corporation.

Carol J. Starai  
Signature of Notary

SEAL

My Commission expires:



Property of Cook County Clerk's Office

**LIST OF EXHIBITS**

- EXHIBIT A Lease Agreement
- EXHIBIT B Legal Description of Property
- EXHIBIT C Annexation Petition
- EXHIBIT D Annexation Ordinance

Property of Cook County Clerk's Office

GROUND LEASE

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THIS LEASE, dated this <sup>OCTOBER</sup> 26<sup>th</sup> day of August, 1999, is by and between LEONARD BLINDERMAN, AS TRUSTEE UNDER THE REBECCA BLINDERMAN TRUST ("Landlord"), and the VILLAGE OF NORTHBROOK, an Illinois municipal corporation ("Tenant").

1. **Description.** Landlord hereby leases to Tenant and Tenant hires from Landlord the 75 foot by 200 foot area of land depicted on Exhibit A (the "Demised Premises"), which area is a part of Landlord's property legally described on Exhibit A-1, both such exhibits being attached hereto and incorporated herein, together with all appurtenances, rights and privileges thereto, and excluding all improvements that may be placed thereon by Tenant. Tenant is hereby granted the right of ingress and egress (i) to the extent of Landlord's rights over all roads, streets, alleys, sidewalks and ways, whether public or private, bounding or serving the Demised Premises, (ii) over that certain driveway fully described as reviewed by Tenant, on Exhibit B attached hereto and incorporated herein (the "Driveway"), and (iii) over that portion of Landlord's land described on Exhibit A-1 attached hereto sufficient for vehicular and pedestrian ingress and egress between the Driveway and the entrance gate to be installed for the Demised Premises (the "Additional Ingress and Egress Area"); provided, however, that Landlord acknowledges that ingress and egress over the Driveway and the Additional Ingress and Egress Area is a material part of this Lease and in the event that Tenant and its approved subtenants, and their employees, agents, and invitees do not have unrestricted ingress and egress over the Driveway and the Additional Ingress and Egress Area, then (a) Landlord shall provide alternative ingress and egress to the Demised Premises reasonable to Tenant and (b) Tenant shall have the right to terminate this Lease immediately if such alternative ingress and egress is unsatisfactory to Tenant.

2. **Quiet Possession.** Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this Lease for the full term hereof, and for all extensions herein provided, and that Landlord is lawfully seized of the entire Demised Premises, and has good title thereto, and has a valid perpetual easement and right-of-way for ingress and egress over the Driveway and the Additional Ingress and Egress Area, all of such fee, easement, and right-of-way are free and clear of all tenancies, liens and encumbrances. Landlord states that there are no current leases or liens on the Demised Premises and agrees to have any subsequent lease or lien superior to this Lease subordinated to this Lease or have the proper legal parties execute a non-disturbance and attornment agreement covering both the Demised Premises, the Driveway, and the Additional Ingress and Egress Area in a form acceptable to Tenant within sixty (60) days after full execution of this Lease by both parties. Tenant shall have and enjoy under this Lease the quiet and undisturbed possession of the Demised Premises and adequate ingress and egress over the Driveway and the Additional Ingress and Egress Area. Landlord shall indemnify, defend, and hold harmless Tenant for any loss, cost, liability, or expense that Tenant incurs as a result of the inaccuracy of Landlord's covenants, warranties, agreements or statements in this Article 2.

3. **Term and Use.** This Lease shall be for a term commencing on September 1, 1999 (the "Commencement Date") and ending on August 31, 2004. The Demised Premises are to be used (i) for storage, parking, and impounding of automobiles and trucks; and (ii) for temporary storage of construction materials and vehicles (motorized and unmotorized) utilized in connection with Village public works and improvement projects.

4. **Rental.** The annual rental to be paid by Tenant during the term of this Lease shall be \$13,700.00 per year to be paid in equal monthly installments of \$1,141.66. All such rental

BALMORAL *B. J. J.*

payments shall be payable in advance on the first day of each month of said term at Rebecca Blinderman Trust, % Leonard Blinderman, 89 Balmoral Northfield, IL 60093-3031 ("Landlord's Address") or at such other place as Landlord may from time to time in writing designate.

**5. Option to Extend.**

A. Landlord agrees that the initial term of this Lease may be extended by Tenant for one period of five years (the "Extension Term") upon the same terms and conditions as contained in this Lease, except rent, which shall be determined in accordance with the terms of Subsections B and C of this Article 5 (the "Option to Extend"). Tenant may exercise the Option to Extend by giving Landlord written notice at least 90 days prior to end of the initial term.

B. As used in this Article:

- (1) "Index" shall mean the Consumer Price Index for All Urban Consumers - All Cities Average (1982-84 = 100).
- (2) "Base Index" shall mean the Index in effect as of the first day of the fourth lease year of the initial term of the Lease.
- (3) "First Extension Month" shall mean the first month of the Extension Term.
- (4) "Percentage Increase" shall mean the percentage equal to the fraction, the numerator of which shall be the Index as of the first day of the First Extension Month less the Base Index, and the denominator of which shall be the Base Index.

C. If the Index in the First Extension Month shall exceed the Base Index, then the annual rent payable for each year of the Option Term shall be the annual rent as set forth in Article 4 of this Lease increased by the Percentage Increase. If the Index in the First Extension Month shall be equal to or less than the Base Index, then the annual rent payable for each year of the Extension Term shall remain the same as the annual rent as set forth in Article 4 of this Lease.

**6. Landlord's Option to Terminate.** Landlord shall have the right to terminate this Lease at any time upon at least 90 days prior written notice to Tenant; provided, however, that in the event of such termination, Landlord shall pay to Tenant prior to the effective date of the termination, the unamortized value of the Fence (as defined herein), based upon a straight line amortization over ten years, as of the effective date of such termination.

**7. Utilities.** Tenant shall pay the rent or charge imposed for water, sewerage, electric current and gas used or consumed by it, if any, on the Demised Premises during the term of Tenant's occupancy.

**8. Taxes.** Landlord shall pay all taxes, assessments (whether general or special), and any other obligations which are or may become a lien on or levied against the Demised Premises and the improvements thereon as they become due and payable during the term of Tenant's occupancy thereof, and make all payments required to be made under the terms of any mortgage or deed of trust which may at any time be a lien on the Demised Premises.

**9. Intentionally Deleted.**

10. **Signs.** Tenant may erect such signs on or about the Demised Premises or the improvements thereon as shall conform with all applicable laws, codes and ordinances.

11. **Subletting, Assigning.** By execution of this Lease, Landlord does hereby approve and consent to the terms and conditions of the Sublease entered into by and between the Tenant and Jay Lorenz, dated August \_\_, 1999. Tenant may further assign this Lease or further sublet all or part of the Demised Premises, with the Landlord's advance written approval, which approval shall not be unreasonably withheld. Tenant shall not, by any such assignment or sublet be relieved of the obligations imposed upon it under this Lease.

12. **Improvements.** Tenant shall ~~have the right~~ at its sole cost and expense, ~~to~~ erect a motorized, remote controlled chain link fence and gate on or near the boundary of the entire Demised Premises (the "Fence"). Tenant shall have the right to enter the Demised Premises prior to the Commencement Date to erect the Fence. On or before the Commencement Date, Landlord agrees to improve the Demised Premises so that the Demised Premises is a level site with a minimum 12 inch granular base graded to provide positive drainage.

13. **Intentionally Deleted.**

14. **Default.** If default be made by either party in any of the covenants herein provided and not rectified (or rectification not started and pursued with reasonable dispatch) by the defaulting party within thirty (30) days after receipt of written notice from the other party, then this Lease shall at the option of the party not in default forthwith cease and terminate. However, if the party not in default intends to terminate this Lease if said default is not so rectified, a statement to that effect shall be contained in said notice, and the party not in default shall not have the right to terminate this Lease unless the notice contains such statement. If such statement is not contained in the first or any subsequent notice, the party not in default retains the right to give a later notice containing such statement. If such default is committed by Landlord and not so rectified, Tenant at its option may instead take necessary steps to rectify the default at Landlord's expense and apply accruing rentals to reimburse itself for its expenditure therefor. If such default is committed by Tenant and not so rectified, Landlord may lawfully enter into and upon the Demised Premises or any part thereof in the name of the whole, and repossess the same as of the former estate of Landlord. In addition to the above remedies, the party not in default shall also have the benefit of any applicable legal or equitable remedy.

15. **Waiver.** Failure of either party to insist upon strict performance of any covenant or condition of this Lease in any one or more instances shall not be construed as a waiver for the future of any such covenant or condition, but the same shall be and remain in full force and effect.

16. **Interference.** Should an adjudication of a competent court or regulation of any government authority prohibit Tenant from using the Demised Premises as contemplated by this Lease, or order Tenant to discontinue, in whole or in part, its use thereon, then Tenant may terminate this Lease, unless such order results from willful negligence of Tenant in its use of the Demised Premises.

17. **Intentionally Deleted.**

18. **Intentionally Deleted.**



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**19. Condemnation.** If, during the term of this Lease or any extension or renewal thereof, all or any part of the Demised Premises or the Driveway be condemned for public use under the right of eminent domain, and if the remainder of the Demised Premises, in Tenant's opinion, is not suitable for its purposes, Tenant may at its option terminate this Lease. Whether or not Tenant elects to terminate this Lease, Tenant shall be free to make claim against the condemning authority for the amount of all damages suffered by Tenant as a result of such proceedings. Tenant shall at least be entitled to make a claim or claims against the condemning authority or authorities based upon leasehold value, loss of the value of the Fence, relocation expenses, moving expenses and loss of revenues derived under this Lease.

In the event any roadways serving or abutting the Demised Premises are changed, by condemnation or otherwise, by city, state or any public authority, in such manner as to injure permanently and materially the flow of vehicular traffic to the Demised Premises, Tenant may cancel this Lease unless within a reasonable period thereafter substantially equivalent methods of ingress and egress are provided.

**20. Ownership of Improvements, Fixtures.** It is understood that the Demised Premises consists of unimproved land only and that the Fence placed or constructed upon the Demised Premises by the Tenant shall be and remain the property of Tenant during the term of this Lease. At the end of the term of this Lease, Tenant shall leave the Fence on the Premises in its then current "as is" condition, and the Fence shall thereafter become the property of Landlord.

**21. Holding Over.** If Tenant should continue to occupy the Demised Premises without an agreement in writing as to the terms of such continued possession, then such additional tenancy shall be on a month-to-month basis at the same rental and under the same terms and conditions as provided in this Lease or last renewal thereof. In case of such continued possession, the month-to-month tenancy created thereby may be canceled at the end of any calendar month by not less than sixty (60) days prior written notice from either party.

**22. Notices.** Any notice to Landlord provided for herein shall be deemed to have been served only when such notice in writing addressed to Landlord at the Landlord's Address has been deposited in a U.S. Post Office by registered or certified mail, or by nationally-recognized overnight courier, addressed to the place where the rent shall be paid or shall have last been accepted prior to such notice. Any notice to Tenant as provided for herein shall be deemed to have been served only when in writing and when delivered by registered or certified mail, or by nationally-recognized overnight courier, to Village of Northbrook, 1225 Cedar Lane, Northbrook, Illinois 60062 or to such other party or at such other place as Tenant may from time to time in writing designate. Any notice to Tenant delivered to any other department, office or city shall be of no force and effect.

**23. Intentionally Deleted.**

**24. Memorandum of Lease.** The parties agree that this Lease shall not be recorded, but each party hereto agrees, on the request of the other, to execute a memorandum of lease in recordable form against the Demised Premises and the Driveway. In no event shall such memorandum of lease set forth the rental or other charges payable by Tenant under this Lease; and any such memorandum of lease shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. The cost of recording shall be borne by the party requesting the memorandum.

**25. Environmental Compliance.** For purposes of this Lease: (i) the term "Environmental Law" means any federal, state or local laws, regulations, ordinances, rules, orders, directions, requirements or court decrees pertaining to health, industrial hygiene, or environmental conditions including, without limitation, the Resource Conservation and Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Occupational Safety and Health Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Clean Water Act, the Safe Water Act, the Clean Air Act, and all similar local, state or federal laws, and the regulations, rules and ordinances adopted and publications promulgated pursuant thereto; and (ii) the term "Regulated Substances" shall include but shall not be limited to substances defined as "regulated substances," "hazardous waste," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminants," or "pesticides", or terms of similar import, in any Environmental Law.

Tenant shall defend, indemnify, protect and hold harmless Landlord from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, penalties and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature imposed on, incurred by or reserved against Landlord in any way resulting from any accident, occurrence or condition caused by the release by Tenant or Tenant's sublessee of any regulated, toxic or hazardous substance or waste in, on, under, about or affecting the Demised Premises which results in any injury or death of any person or which requires the removal or treatment, storage, disposal, disposition, mitigation, clean-up or remedying of such regulated hazardous toxic substance or waste or any other remedial action or fine under the terms of any properly constituted law, regulation, rule or directive of any Federal, State or local governmental authority. Tenant's obligation hereunder shall survive the expiration of this Lease.

Landlord, to the best of its knowledge, represents to Tenant that: (i) the Demised Premises currently comply with all applicable Environmental Laws; (ii) Landlord is not in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law; (iii) Landlord has not been and is not required by any Environmental Law to obtain any permits or licenses to construct or operate any improvements, fixtures, or equipment forming a part of the Demised Premises; (iv) Landlord's use, both past and present, of the Demised Premises, including the use of Landlord's past and present tenants of the Demised Premises, has not resulted and does not now result in the disposal or release of any Regulated Substances on, to or from the Demised Premises; (v) Landlord has not installed, used or operated any underground storage tank on, under or around the Demised Premises; and (vi) all underground storage tanks that may once have been located on or under the Demised Premises have been completely removed from the Demised Premises in accordance with all applicable Environmental Laws. If any underground storage tank(s) (whether or not abandoned in place) exist(s) on or under the Demised Premises at the Commencement Date, then any and all of such tanks and the pumps and all other equipment used in connection with the operation of same shall be removed by Landlord, at Landlord's sole expense and in accordance with all applicable Environmental Laws, prior to Tenant's entering into possession of the Demised Premises and the Commencement Date. Such underground tank(s) and equipment shall be and remain the exclusive property of Landlord, and Tenant shall not be required to take any actions with regard thereto.

Landlord shall defend, indemnify, protect and hold harmless Tenant from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, penalties and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature, imposed on, incurred by or reserved against Tenant in any way relating to or arising out of the release, existence or presence of any Regulated Substance on, under or about the Demised Premises, except to the extent that such Regulated Substance shall have been released by Tenant, regardless of whether or not Landlord shall have been negligent or shall have been guilty of misconduct with respect thereto. Landlord's obligations set forth above shall extend to any liability, claims or damages in any way related to or arising out of the removal, treatment, storage, disposal, disposition, mitigation, clean-up or remedying of such Regulated Substances. Landlord's obligations hereunder shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Demised Premises, or of any interest in this Lease.

Landlord agrees that, at the expiration or earlier termination of this Lease, it will grant Tenant an access easement, in recordable form, which shall provide that in the event Tenant is required, by any Environmental Laws applicable to the Demised Premises, to investigate, remediate, clean up or otherwise respond to environmental conditions existing on the Demised Premises, Tenant and its agents or contractors shall have the right to reasonable access to the Demised Premises for the purpose of performing such investigation and remediation. The term of such easement shall be for 10 years after the date of the expiration or termination of this Lease.

**26. Brokerage Fees.** Tenant shall have no obligation for payment of any brokerage fees in connection with this Lease, and if any such payment is due to any party, it shall be paid by Landlord.

**27. Miscellaneous Provisions.**

**A. Captions.** The captions appearing at the beginning of each of the articles of this Lease are for reference only and are not to be considered a part of this Lease.

**B. Time.** It is expressly stipulated that time shall be of the essence of this Lease.

**C. Binding on Successors.** This Lease shall be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of the parties hereto.

**D. Modification.** This Lease constitutes the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than contained herein. No modification or variation hereof shall be deemed valid unless evidenced by a properly executed agreement in writing.

**E. Execution.** This Lease has been prepared and is submitted to Landlord for signature with the understanding that it shall not bind Tenant until duly executed by both parties and delivery made to Landlord.

**F. Severability.** The invalidity of one or more phrases, sentences, clauses or paragraphs contained in this Lease shall not affect the remaining portions of this Lease or any part thereof, and in the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Lease should be declared invalid by the final order, decree or judgment of a court

of competent jurisdiction, this Lease shall be construed as if such invalid phrases, sentences, clauses or paragraphs had not been inserted in this Lease.

**[END OF TEXT - SIGNATURE PAGES FOLLOW]**

Property of Cook County Clerk's Office

00434253

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year appearing below.

ATTEST:

Paul N. Lewis  
Village Clerk

TENANT:

VILLAGE OF NORTHBROOK

00434253

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

ATTEST:

By: Just M. Siegel  
Its: Attorney

LANDLORD:

LEONARD BLINDERMAN, as Trustee Under  
The Rebecca Blinderman Trust

By: Leonard Blinderman  
Its: President

Property of Cook County Clerk's Office







EXHIBIT A-1

00434253

**Legal Description of Landlord's Property**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE RIGHT OF WAY LINE OF THE ILLINOIS STATE TOLL HIGHWAY, SAID LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF SAID NORTH EAST QUARTER OF SECTION 4, 1382.62 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH WESTERLY A DISTANCE OF 1321.84 FEET ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 30 DEGREES 53 MINUTES 21 SECONDS WITH THE PRECEDING LINE EXTENDED TO A POINT IN THE EASTERLY RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, BEING A TRACT OF APPROXIMATELY 6 ACRES AND LYING ADJACENT TO THE ILLINOIS STATE TOLL HIGHWAY AND THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY.

Office of Cook County Clerk's Office



EXHIBIT B

Legal Description of the Driveway

00434253

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 4, THENCE WEST A DISTANCE OF 1382.62 FEET FOR A PLACE OF BEGINNING, THENCE WEST A DISTANCE OF 58.44 FEET, ALONG THE LAST DESCRIBED LINE, THENCE SOUTH EASTERLY A DISTANCE OF 490.16 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 149 DEGREES 06 MINUTES 39 SECONDS THENCE EAST A DISTANCE OF 58.44 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 30 DEGREES 53 MINUTES 21 SECONDS WITH THE PRECEDING LINE EXTENDED, THENCE NORTH WESTERLY A DISTANCE OF 490.16 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 149 DEGREES 06 MINUTES 39 SECONDS WITH THE PRECEDING LINE EXTENDED TO THE PLACE OF BEGINNING, AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, THENCE WEST A DISTANCE OF 477.94 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, THENCE SOUTH EASTERLY A DISTANCE OF 426.68 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 117 DEGREES 01 MINUTES 24 SECONDS WITH THE PRECEDING LINE EXTENDED; THENCE WEST A DISTANCE OF 460.66 FEET ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 117 DEGREES 01 MINUTES 24 SECONDS WITH THE PRECEDING LINE EXTENDED FOR A PLACE OF BEGINNING, THENCE WEST A DISTANCE OF 58.44 FEET ALONG THE LAST DESCRIBED LINE; THENCE NORTH WESTERLY A DISTANCE OF 250.22 FEET ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 30 DEGREES 53 MINUTES 21 SECONDS WITH THE PRECEDING LINE EXTENDED; THENCE EAST A DISTANCE OF 58.44 FEET ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 149 DEGREES 06 MINUTES 39 SECONDS WITH PRECEDING LINE EXTENDED; THENCE SOUTH EASTERLY, A DISTANCE OF 250.22 FEET ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 30 DEGREES 53 MINUTES 21 SECONDS WITH THE PRECEDING LINE EXTENDED TO THE PLACE OF BEGINNING; AND THAT PART OF SECTIONS 3 AND 4, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3, THENCE SOUTH, A DISTANCE OF 380.1 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE WEST A DISTANCE OF 744.74 FEET ALONG A LINE 380.1 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4 FOR A PLACE OF BEGINNING; THENCE WEST, A DISTANCE OF 58.44 FEET ALONG THE LAST DESCRIBED LINE: THENCE SOUTH EASTERLY A DISTANCE OF 607.97 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 149 DEGREES 06 MINUTES 39 SECONDS WITH THE PRECEDING LINE

EXTENDED; THENCE SOUTH EASTERLY A DISTANCE OF 1032.97 FEET ALONG A LINE FORMING AN ANGLE TO THE RIGHT OF 29 DEGREES 20 MINUTES 23 SECONDS WITH THE PRECEDING LINE EXTENDED; THENCE NORTH EASTERLY A DISTANCE OF 50.0 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 87 DEGREES 15 MINUTES 08 SECONDS WITH THE PRECEDING LINE EXTENDED;

THENCE NORTH WESTERLY A DISTANCE OF 80.0 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE PRECEDING LINE EXTENDED; THENCE NORTH WESTERLY, A DISTANCE OF 961.27 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 3 DEGREES 34 MINUTES 43 SECONDS WITH THE PRECEDING LINE EXTENDED; THENCE NORTH WESTERLY A DISTANCE OF 565.47 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 28 DEGREES 30 MINUTES 32 SECONDS WITH THE PRECEDING LINE EXTENDED TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

00434253

## LEGAL DESCRIPTION OF THE PROPERTY

### Parcel 1

That part of the north east  $\frac{1}{4}$  of Section 4, Township 42 North, Range 12 East of the 3rd Principal Meridian, lying easterly of the easterly right-of-way line of the Chicago, Milwaukee and St. Paul Railroad and lying westerly of the westerly line of the Illinois State Toll Highway, last said line described as follows: commencing at a point in the south line of said north east  $\frac{1}{4}$  of Section 4, 1382.62 feet west of the south east corner of said north east  $\frac{1}{4}$ ; thence north westerly a distance of 1321.84 feet along a line forming an angle to the right of 30 degrees 53 minutes 21 seconds with the preceding line extended to a point in the said easterly right-of-way line of the Chicago, Milwaukee and St. Paul Railroad in Cook County, Illinois

### Parcel 2

That part of the north 10 acres of the north 380.10 feet of that part of the south east  $\frac{1}{4}$  of Section 4, Township 42 North, Range 12 East of the 3rd Principal Meridian lying east of the east right-of-way line of the Chicago, Milwaukee and St. Paul Railroad and the center line of Waukegan Road, described as follows: beginning at a point on the south line of said north 10 acres, said point being 505.60 feet east of the easterly right-of-way line of said railroad, as measured along said south line; thence north along a line drawn perpendicular to said south line, 222.47 feet to a point 30.0 feet south of the north line of said south east  $\frac{1}{4}$ ; thence east along a line parallel with said north line, 185.14 feet to its intersection with a line, said line being described as follows: beginning at a point on the north line of said south east  $\frac{1}{4}$ ; thence south-easterly to a point being 1441.06 feet west of the east line of said south east  $\frac{1}{4}$ ; thence south-easterly to a point that is 1062.01 feet east of the easterly right-of-way line of aforementioned railroad and 251.64 feet south of said north line of said south east  $\frac{1}{4}$ ; thence southeasterly along last described line, 432.44 feet to its intersection with the south line of said north 10 acres; thence west along said south line 558.21 feet, more or less to the point of beginning, in Cook County, Illinois

EXHIBIT B

PETITION FOR ANNEXATION

NOW COME the undersigned Petitioners requesting annexation of the parcel of land hereinafter set forth to the Village of Northbrook, County of Cook and State of Illinois.

In support of this Petition, the Petitioners respectfully say:

1) The undersigned certify that they are the owners of record of following-described property:

2) That said territory is not within the Village or corporate limits of any municipality, but is contiguous to the VILLAGE OF NORTHBROOK, ILLINOIS.

3) That the property included in this petition does not exceed one-third of the area of the Village of Northbrook before annexation.

4) That the above owners of record and electors residing upon the property have made this petition under oath;

WHEREFORE, Your Petitioners Pray:

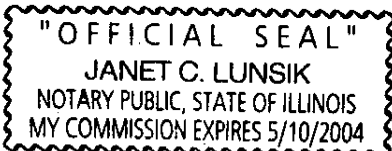
- (a) That the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois favorably consider the question of annexation of the above-described property;
- (b) That the above-described property be annexed to and declared within the corporate limits of the Village of Northbrook by an affirmative vote of said Board; and
- (c) That the above-described property be classified as I-1 Restricted Industrial District within the meaning of the Northbrook Zoning Ordinance.

OWNERS:

By: \_\_\_\_\_  
By: Janet C. Lunsik

ELECTORS:

By: \_\_\_\_\_  
By: \_\_\_\_\_



Subscribed and sworn to before me  
this 17th day of May, 2000  
Janet C. Lunsik  
Notary Public

EXHIBIT C

EXHIBIT D

Annexation Ordinance

ORDINANCE NO.

BE IT ORDAINED by the Village President and the Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

AN ORDINANCE ANNEXING AND ZONING CERTAIN TERRITORY CONTIGUOUS TO THE VILLAGE OF NORTHBROOK

be and is hereby adopted as follows:

SECTION 1. BACKGROUND.

Leonard Blinderman, as Trustee under the Rebecca Blinderman Trust (the "Owner") is the owner of record of the property consisting of approximately 8.293 acres generally located west of Waukegan Road and south of the Tollway Spur in unincorporated Cook County, Illinois (the "Property"). The Owner and the Village have entered into that certain Annexation Agreement dated as of January 25, 2000 (the "Annexation Agreement"), providing for, among other things, the annexation and the orderly development and improvement of the Property.

SECTION 2. REAL ESTATE ANNEXED.

The Village of Northbrook, pursuant to and in accordance with the Annexation Agreement and with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8 shall, and does hereby, annex that certain territory legally described in **Exhibit A** attached hereto and, by this reference, incorporated herein (the "Property"), pursuant to a written petition executed by all of the owners of record on the Property and by 51 percent or more of the electors residing thereon, if any. No part of the Property is within the corporate limits of any municipality. The Property is contiguous with the Village of Northbrook.

SECTION 3. PLAT OF ANNEXATION.

The Plat of Annexation of the Property is attached hereto and, by this reference, incorporated herein as **Exhibit B**.

SECTION 4. ZONING.

Pursuant to and in accordance with the Annexation Agreement, the District Zoning Map of the Village of Northbrook included in the Northbrook Zoning Code (1988), as the same has been and may, from time to time hereafter, be amended, shall be, and is hereby, amended by classification of the Property in the I-1 Light Industrial District.

SECTION 5. RECORDATION.

The Village Manager is hereby authorized and directed to cause a certified copy of this Ordinance, together with all attachments and Exhibits, to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

SECTION 6. NOTIFICATION.

Affidavits shall be recorded with this Ordinance certifying notification of this annexation in accordance with applicable law to the Northbrook Rural Fire Protection District and the Trustees thereof.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon, but not before:

- a. passage and publication in pamphlet form in accordance with State statutes; and
- b. the recordation of the Annexation Agreement approved in Resolution No. 00-R-\_\_; and
- c. the recordation of this Ordinance and related affidavits pursuant to Section 5 and Section 6 hereof.

PASSED: This \_\_\_ day of \_\_\_\_\_, 2000

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Village President

ATTEST:

Village Clerk

# UNOFFICIAL COPY

## EXHIBIT A

00434253

### LEGAL DESCRIPTION OF THE PROPERTY

#### Parcel 1

That part of the north east  $\frac{1}{4}$  of Section 4, Township 42 North, Range 12 East of the 3rd Principal Meridian, lying easterly of the easterly right-of-way line of the Chicago, Milwaukee and St. Paul Railroad and lying westerly of the westerly line of the Illinois State Toll Highway, last said line described as follows: commencing at a point in the south line of said north east  $\frac{1}{4}$  of Section 4, 1382.62 feet west of the south east corner of said north east  $\frac{1}{4}$ ; thence north westerly a distance of 1321.84 feet along a line forming an angle to the right of 30 degrees 53 minutes 21 seconds with the preceding line extended to a point in the said easterly right-of-way line of the Chicago, Milwaukee and St. Paul Railroad in Cook County, Illinois

#### Parcel 2

That part of the north 10 acres of the north 380.10 feet of that part of the south east  $\frac{1}{4}$  of Section 4, Township 42 North, Range 12 East of the 3rd Principal Meridian lying east of the east right-of-way line of the Chicago, Milwaukee and St. Paul Railroad and the center line of Waukegan Road, described as follows: beginning at a point on the south line of said north 10 acres, said point being 505.60 feet east of the easterly right-of-way line of said railroad, as measured along said south line; thence north along a line drawn perpendicular to said south line, 222.07 feet to a point 30.0 feet south of the north line of said south east  $\frac{1}{4}$ ; thence east along a line parallel with said north line, 185.14 feet to its intersection with a line, said line being described as follows: beginning at a point on the north line of said south east  $\frac{1}{4}$ ; thence southerly to a point being 1441.06 feet west of the east line of said south east  $\frac{1}{4}$ ; thence south-easterly to a point that is 1062.01 feet east of the easterly right-of-way line of aforementioned railroad and 251.64 feet south of said north line of said south east  $\frac{1}{4}$ ; thence southeasterly along last described line, 432.44 feet to its intersection with the south line of said north 10 acres; thence west along said south line 558.21 feet, more or less to the point of beginning, in Cook County, Illinois

UNOFFICIAL COPY

00434253

EXECUTION COPY

EXHIBIT B

ANNEXATION PLAT

A copy of the Plat is on file in the office of  
the Village Clerk, 1225 Cedar Lane,  
Northbrook, Illinois 60062

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

RESOLUTION NO. 00-R-21

00434253

(Authorizing the Execution of an Annexation Agreement  
for certain property located in unincorporated  
Cook County, Illinois and legally described herein)

Leonard Blinderman, as Trustee under the Rebecca Blinderman Trust (the "Applicant") is the owner of certain real estate consisting of two parcels located south of the Illinois Toll Highway "Edens Spur" and west of Waukegan Road in unincorporated Cook County, Illinois (the "Property" and legally described in Exhibit A attached hereto and incorporated herein).

The Applicant has entered into a lease agreement with the Village of Northbrook (the "Village") for a portion of the Property. As part of that agreement the Village and the Applicant desire to provide for the possible future annexation of the Property to the Village.

The Applicant seeks the opportunity to have the Property annexed to the Village. To that end, the Applicant has agreed to enter into an annexation agreement with the Village providing for the possible annexation of the Property in accordance with all applicable documents (the "Annexation Agreement"). The proposed Annexation Agreement has been reviewed by Village staff and the Village Attorney (and is attached hereto and incorporated herein as Exhibit B.)

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

Section 1. Pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5-11-15.1-1 *et seq.*, the proposed Annexation Agreement was submitted to the Corporate Authorities and, pursuant to notice published in the *Northbrook Star* on November 18th, 1999, as provided by statute, a public hearing was held thereon by the Corporate Authorities on January 25, 2000.

Section 2. The Annexation Agreement by, between, and among Leonard Blinderman, as Trustee under the Rebecca Blinderman Trust, and the Village of Northbrook for the Property is hereby approved in substantially the form attached to this Resolution.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, said Annexation Agreement only after receipt by the Village of at least two copies of said Agreement fully executed by all other parties thereto.

Section 4. The Village Manager is hereby directed to record said Annexation Agreement with the Cook County Recorder upon satisfactory completion of all administrative details relating thereto.

PASSED: This 25th day of January, 2000.

AYES: (4) Trustees Jaeger, Karagianis, Buehler, and Meek

NAYS: (0)

ABSENT: (2) Trustees Frum and Donewald

ABSTAIN: (0)

ATTEST:

/s/ Mark W. Damisch  
Village President

/s/ Lona N. Louis  
Village Clerk

# UNOFFICIAL COPY

## EXHIBIT A

00434253

### LEGAL DESCRIPTION OF THE PROPERTY

#### Parcel 1

That part of the north east  $\frac{1}{4}$  of Section 4, Township 42 North, Range 12 East of the 3rd Principal Meridian, lying easterly of the easterly right-of-way line of the Chicago, Milwaukee and St. Paul Railroad and lying westerly of the westerly line of the Illinois State Toll Highway, last said line described as follows: commencing at a point in the south line of said north east  $\frac{1}{4}$  of Section 4, 1382.62 feet west of the south east corner of said north east  $\frac{1}{4}$ ; thence north westerly a distance of 1321.84 feet along a line forming an angle to the right of 30 degrees 53 minutes 21 seconds with the preceding line extended to a point in the said easterly right-of-way line of the Chicago, Milwaukee and St. Paul Railroad in Cook County, Illinois

#### Parcel 2

That part of the north 10 acres of the north 380.10 feet of that part of the south east  $\frac{1}{4}$  of Section 4, Township 42 North, Range 12 East of the 3rd Principal Meridian lying east of the east right-of-way line of the Chicago, Milwaukee and St. Paul Railroad and the center line of Waukegan Road, described as follows: beginning at a point on the south line of said north 10 acres, said point being 505.60 feet east of the easterly right-of-way line of said railroad, as measured along said south line; thence north along a line drawn perpendicular to said south line, 222.07 feet to a point 30.0 feet south of the north line of said south east  $\frac{1}{4}$ ; thence east along a line parallel with said north line, 185.14 feet to its intersection with a line, said line being described as follows: beginning at a point on the north line of said south east  $\frac{1}{4}$ ; thence southeasterly to a point being 1441.06 feet west of the east line of said south east  $\frac{1}{4}$ ; thence south-easterly to a point that is 1062.01 feet east of the easterly right-of-way line of aforementioned railroad and 251.64 feet south of said north line of said south east  $\frac{1}{4}$ ; thence southeasterly along last described line, 432.44 feet to its intersection with the south line of said north 10 acres; thence west along said south line 558.21 feet, more or less to the point of beginning, in Cook County, Illinois