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Cook County Recorder 39.00



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ORDINANCE NO. 01-52

AN ORDINANCE REGULATING THE
USE AND DEVELOPMENT OF THE PROPERTY
AT 1200 SHERMER ROAD

Passed by the Board of Trustees, June 12, 2001

Printed and Published, June 13, 2001

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

BOX 337

I hereby certify that this document
was properly published on the date
stated above.

/s/ Lona N. Louis
Village Clerk

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

1/24/02 Lona N. Louis
Date Village Clerk

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ORDINANCE NO. 01-52

(Lane Property — 1200 Shermer Road)

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

AN ORDINANCE GOVERNING THE USE AND DEVELOPMENT OF THE PROPERTY AT 1200 SHERMER ROAD

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND

Lane Development, LLC ("Lane") is the record title owner of the property located at 1200 Shermer Road (the "Lane Property") consisting of approximately 6.12 acres, and legally described in Exhibit A to this Ordinance. On April 24, 2001, the Village Board of Trustees authorized the Village Manager and Village Attorney to negotiate with Lane to acquire an easement interest (the "Shermer South Leg Easement") sufficient to construct a public access road across a portion of the Lane Property to allow for ingress and egress between Shermer Road and the Northbrook Shopping Plaza in order to accommodate the proposed new Sunset Foods retail food store in the Northbrook Shopping Plaza. If such an agreement could not be reached, the Village Attorney was authorized to initiate eminent domain litigation against Lane. On April 30, 2001, the Village Attorney filed an eminent domain complaint in the Circuit Court of Cook County. The Village and Lane subsequently entered into a settlement agreement dated as of June 12, 2001 (the "Settlement Agreement") allowing for the dismissal of the eminent domain litigation. The Settlement Agreement requires, among other conditions, that the Village adopt an ordinance governing the use and development of the Lane Property.

Section 2. AUTHORITY.

The President and Board of Trustees are authorized to adopt this Ordinance governing the use and development of the Lane Property pursuant to, and in accordance with, Section 11-701 of the Northbrook Zoning Code (1998), as the same has been, and may from time to time be amended (the "Zoning Code"), in connection with the settlement of that certain litigation commenced by the Village in the Circuit Court of Cook County entitled *The Village of Northbrook v. Lane Development, et. al.*, Case No. 01L 50518.

Section 3. PUBLIC HEARING.

In accordance with Section 11-704 of the Zoning Code, the President and Board of Trustees conducted a public hearing on June 12, 2001, pursuant to public notice published on May 3, 2001 in the Northbrook Star.

Section 4. REPEAL OF PRIOR ORDINANCES GOVERNING THE LANE PROPERTY.

The following two ordinances previously adopted by the President and Board of Trustees shall be, and are hereby, repealed in their entirety:

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A. Village of Northbrook Ordinance No. 79-42, entitled "An Ordinance Granting A Special Use to Certain Property on Shermer Road."

B. Village of Northbrook Ordinance No. 00-11, entitled "An Ordinance Amending the Northbrook Zoning Code to Amend the Village Green Overlay District Regulations Concerning Nonconformities."

Section 5. APPLICABLE ZONING OF THE LANE PROPERTY.

The use and development of the Lane Property shall be governed by, and subject to, the C-2 Neighborhood Commercial District of the Zoning Code, as modified by (i) the Village Green Overlay District and (ii) this Ordinance. In the event of a conflict between this Ordinance, and the C-2 Neighborhood Commercial District or the Village Green Overlay District, the terms and provisions of this Ordinance shall control.

Section 5. DEVELOPMENT AND USE OF THE LANE PROPERTY.

Notwithstanding any use or development restriction that may be applicable to the Lane Property pursuant to the Zoning Code, the Lane Parcel may be used and developed as follows:

A. Site Plan Approval. The site plan for the Lane Property prepared by National Survey Service, Inc. with latest revision date of September 14, 2000 (the "Lane Site Plan") attached as Exhibit B to this Ordinance, shall be, and is hereby, approved.

B. One Zoning Lot. Notwithstanding that the Shermer South Leg Easement bisects the Lane Property, the entire Lane Property, as depicted on the Lane Site Plan, shall be deemed and interpreted as one zoning lot for all purposes in the Zoning Code and the Village's Subdivision and Development Code (the "Subdivision Code"), including specifically, but without limitation, Section 5-110 of the Zoning Code. Specifically, those portions of the Lane Property (i) encumbered by the Shermer South Leg Easement and (ii) located west of the Shermer South Leg Easement shall be part of the Lane Property single zoning lot.

C. Bulk, Space, and Yard Requirements. The Bulk, Space and Yard Requirements contained in Subsection 5-110 C of the Zoning Code shall:

1. not apply to the Shermer South Leg Easement;
2. not apply to any portion of the Lane Property for which a license has been granted to Sunset Food Mart, Inc. pursuant to that certain Parking License Agreement dated June 12, 2001 (and any parking spaces thereby granted shall be (a) deemed to be accessory to the Lane Property, (b) deemed to be unencumbered and otherwise available to serve the Lane Property, and (c) included in the calculation of required spaces to be located on the Lane Property in accordance with Sections 9-104 and 8-108 of the Zoning Code); and
3. not require a yard or setback of greater than 25 feet along the Shermer Road frontage of the Lane Property.

D. Second Curb Cut. Lane shall be permitted to design and construct, at its sole cost and expense, a second curb cut from the Lane Property onto Shermer Road at a location acceptable to the Village.

E. Shermer South Leg Easement. No structure shall be erected on the Shermer South Leg Easement and any use of the Shermer South Leg Easement for parking purposes is prohibited.

F. Exception to Subsection 10-104 E of the Zoning Code. In the event of damage to or destruction of a structure on the Lane Property, irrespective of the cause and extent of such damage or destruction including voluntary demolition, and notwithstanding any existing or future provisions of the Zoning Code or the Subdivision Code to the contrary, such structure shall have the right to be rebuilt or restored to the same height as existed prior to such damage or destruction.

G. Exception to Subsection 10-104 C of the Zoning Code. The structural alteration and enlargement prohibition applicable to nonconforming structures in Subsection 10-104 C of the Zoning Code shall be, and is hereby, waived with respect to any structure on the Lane Property that is nonconforming solely with respect to height.

H. Depository Institution. A Depository Institution with Drive-In Facilities (SIC No. 6000.02) shall be allowed to be used, maintained, and operated on the Lane Property at the location depicted on the Lane Site Plan.

Section 7. BINDING EFFECT.

The privileges, obligations and provisions of each and every section of this Ordinance are for, and shall inure to, the benefit of and are and shall be binding on Lane and their successors, assigns, heirs and transferees to all, or any part of, the Lane Property.

Section 8. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events.

1. Passage and approval by the Board of Trustees of the Village of Northbrook in the manner required by law;
2. Publication in pamphlet form in the manner required by law; and
3. Filing by Lane with the Village Clerk, for recording in the Office of the Cook County Recorder of Deeds, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form attached hereto and, by this reference, incorporated herein as Exhibit C.

B. In the event that Lane does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Paragraph 8.A.3 of this Ordinance within 90 days after the date of passage of this Ordinance by the corporate authorities, the corporate authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no further force or effect.

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PASSED: This 12th day of June, 2001.

AYES: (7) Trustees Jaeger, Frum, Karagianis, Buehler, Donewald and Meek and President Damisch

NAYS: (0)

ABSENT: (0)

ABSTAIN: (0)

/s/ Mark W. Damisch

Village President

ATTEST:

/s/ Lona N. Louis

Village Clerk

Property of Cook County Clerk's Office

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Exhibit A

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Lane Property Legal Description

LOT 1 IN NORTHBROOK TRUST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1200 Shermer Road, Northbrook, IL 60025

P.I.N: 04-10-111-023

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Exhibit B

Lane Site Plan

Property of Cook County Clerk's Office

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Lane's Unconditional Agreement and Consent

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TO: The Village of Northbrook, Illinois (the "Village");

WHEREAS, Lane Development, LLC ("Lane"), Northbrook, Illinois is the owner of that certain property commonly known as 1200 Shermer Road and described in Exhibit A of Northbrook Ordinance 01-52 (the "Lane Property"); and

WHEREAS, Ordinance No. 01-52, adopted by the President and Board of Trustees of the Village of Northbrook on the 12th day of June, 2001 sets forth the development regulations for the Lane Property; and

WHEREAS, Section 8 of the Ordinance provides that the Ordinance shall be of no force and effect unless and until Lane shall have filed with the Village Clerk, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations set forth in the Ordinance;

NOW, THEREFORE, Lane does hereby agree and covenant as follows:

1. Lane shall and does hereby unconditionally agree to, accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of Ordinance No. 01-52.
2. Lane acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of revocation provided for in the Ordinance and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right.
3. Lane agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) any challenge to the adoption or validity of the Ordinance, (b) the development, construction, maintenance, and use of the Lane Property, and (c) the performance by Lane of its obligations under this Unconditional Agreement and Consent.
4. Lane shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as

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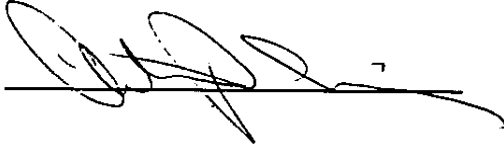
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attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

ATTEST:

LANE DEVELOPMENT, L.L.C., a Delaware limited liability company

By: _____



By: Lane Industries, Inc., a Delaware corporation,
its Managing Member

By: William M. Keating
William M. Keating, Vice President

SUBSCRIBED and SWORN to
before me this 31st day of
January, 2002.

Jeannine A. Gila
Notary Public



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Property of Cook County Clerk's Office

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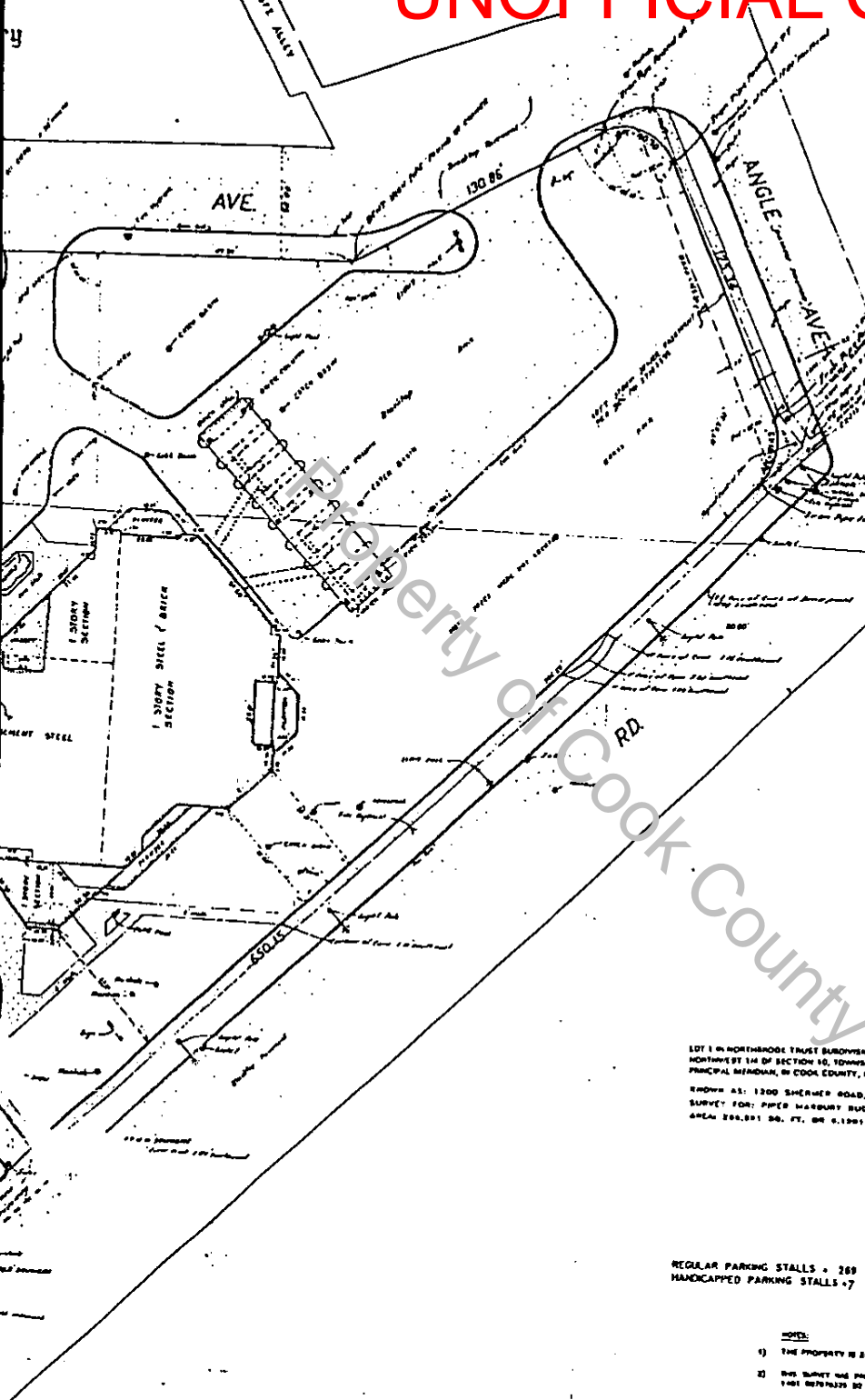
IMPORTANT



NOTES:
1. ALL DIMENSIONS ARE AS SHOWN ON THIS PLAN UNLESS OTHERWISE SPECIFIED.
2. THE AREA OF THIS LOT IS 10,000 SQ. FT.
3. THE AREA OF THIS LOT IS 10,000 SQ. FT.
4. THE AREA OF THIS LOT IS 10,000 SQ. FT.
5. THE AREA OF THIS LOT IS 10,000 SQ. FT.

SCALE - 1" = 100'
PLAN IS SHOWN
AS APPROVED BY
SHERMAN, ILL.
AND ADJACENT
TOWNSHIP

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LOT 1 IN NORTHSHORE TRUST SUBDIVISION BEING SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

REGULAR PARKING STALLS - 269
HANDICAPPED PARKING STALLS - 7

- NOTES: 1) THE PROPERTY IS ZONED "C-2", NEIGHBORHOOD COMMERCIAL DISTRICT. 2) THIS SURVEY WAS PREPARED IN PART BASED ON TITLE COMMITMENT NO. 1481 00701229 BE EFFECTIVE DATE SEPT. 11, 2000 (PAGE 2 OF 2).

I, THE UNDERSIGNED, BEING A duly licensed and professional land surveyor in and for the State of Illinois, do hereby certify to: MACHINE MEASUREMENT AND QUALITY ASSOCIATION OF AMERICA, CHICAGO TITLE INSURANCE COMPANY, LANE DEVELOPMENT, L.L.C., and PECO ENERGY SERVICES AND TRUST

Michael D. Rainoni
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2993



REVISIONS: REPT. 14, 2000
DATE: JUNE 8, 2000
SURVEY NO. N-123361 LOCATION

State of Illinois, 1st
County of Cook, Ill.

Mr. Weesby Certifies that he has examined the above described property in accordance with official records and that the same and is a true representation of said property. Boundaries are determined to a circumference of 67 feet/meters.

NATIONAL SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
50 S. MICHIGAN AVENUE, SUITE 200
CHICAGO, ILLINOIS 60603
TEL: 312-530-9500 FAX: 312-530-9505

By: Michael D. Rainoni
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2993