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Cook County Recorder of Deeds
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ORDINANCE NO. 02-62

AN ORDINANCE GRANTING A SPECIAL PERMIT FOR HEALTH SERVICES USES
IN THE RESTRICTED INDUSTRIAL DISTRICT AT 60 REVERE DRIVE

(ROMANEK NORTHBROOK PLACE, L.L.C.)
(PLAN COMMISSION DOCKET NO. 02-15)

Passed by the Board of Trustees, October 29, 2002

Printed and Published, October 30, 2002

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

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

BOX 337

F	V	A
B		P
		V

DATE 8/7/03 COPIES 20
OK BY [Signature]

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.

12/5/02 Lona N. Louis
Date Village Clerk

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ORDINANCE NO. 02-62

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 GRANTING A SPECIAL PERMIT FOR HEALTH SERVICES USES
IN I-1 RESTRICTED INDUSTRIAL DISTRICT AT 60 REVERE DRIVE

(ROMANEK NORTHBROOK PLACE, L.L.C.)
(PLAN COMMISSION DOCKET NO. 02-15)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Romanek Northbrook Place, L.L.C., an Illinois limited liability corporation ("**Applicant**"), is the owner of an 8.31 acre property commonly known as 60 Revere Drive, and also known as Two Northbrook Place, and legally described in *Exhibit A* attached to and, by this reference, made a part of this Ordinance ("**Property**"). The Property is subject to a restrictive covenant dated December 16, 1966, as amended ("**Restrictive Covenant**"), and a Declaration of Covenants, Conditions and Restrictions dated February 22, 1979, as amended ("**Declaration**").

The Property includes an existing single-story building with 116,000 square feet of rentable office space ("**Building**"). The Property is zoned in the I-1 Restricted Industrial District. The Applicant has applied for a special permit requesting that certain Health Services uses be authorized in up to 25,000 square feet of the total floor space of the Building.

Section 2. PUBLIC HEARING AND PUBLIC MEETING.

A public hearing was duly advertised on August 8, 2002 in the *Northbrook Star* and held at the Plan Commission's regular meeting on September 3, 2002. On September 17, 2002, the Plan Commission recommended, in Plan Commission Resolution No. 02-PC-17, approval of a special permit for the use of up to 25,000 square feet of floor area for certain Health Services uses.

Section 3. SPECIAL PERMIT.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, a special permit for occupancy of the Building by Health Services Except 8050, 8060, 8070, 8080 & 8090 (Northbrook SIC No. 8000.02) shall be and is hereby granted to Applicant in accordance with and pursuant to Section 11-602 of the Northbrook Zoning Code (1988), as amended ("**Code**"), and the home rule powers of the Village of Northbrook.

Section 4. SPECIAL PERMIT CONDITIONS.

The special permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon each of the following terms, conditions, and restrictions:

A. Usage Specifications. No more than 25,000 square feet of floor area within the Building may be devoted to the Health Services activities authorized by this Ordinance at any time.

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B. Truck Parking and Handicapped Parking Spaces. The Applicant shall submit, for the Village Manager's approval, a plan for designating specific areas for delivery and other truck parking and handicapped parking, either by re-noticing or re-striping a portion of the parking lot. The Applicant may not use the Building for Health Services uses until the Village Manager has approved such a plan.

Section 5. COVENANT AMENDMENT APPROVAL.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, as well as approval by the Village Attorney, the Fifth Amendment to the Declaration and Restrictive Covenant ("Fifth Amendment") is hereby approved in form and substance conforming to Exhibit B attached to and, by this reference made a part of this Ordinance, pursuant to the terms of the Restrictive Covenant on the Property to which the Village is a party, and the home rule powers of the Village. The Village President and Village Clerk are hereby authorized to sign and seal said Fifth Amendment on behalf of the Village following execution thereof by all other parties. The Applicant shall be responsible for identifying, and obtaining, the consents of all the necessary property owners on the Fifth Amendment.

Section 6. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 of this Ordinance or the Covenant Amendment Approval granted in Section 5 of this Ordinance, shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not so revoke the special permit approval unless it shall first provide Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the I-1 Restricted Industrial District, as the same may, from time to time, be amended. Further, in the event of such revocation of the special permit approval, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. Applicant acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to Applicant required by this Section is given.

Section 7. TERM.

The special permit granted in Section 4 above shall automatically expire, and the designated use shall terminate, on the date that is 10 years after the effective date of this Ordinance, unless, prior to such date, the Applicant shall have requested, and the Village's corporate authorities, in their sole and absolute discretion, shall have granted a renewal in accordance with Subsection 11-602 K of the Code.

Section 8. AMENDMENT TO SPECIAL PERMIT OR COVENANT.

Any amendment to the special permit granted in Section 4 or the Covenant Amendment Approval granted in Section 5 of this Ordinance that may be requested by Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Code.

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Section 9. BINDING EFFECT; NON-TRANSFERABILITY.

The privileges, obligations, and provisions of each and every Section of this Ordinance are for the sole benefit of, and shall be binding on, Owner, except as otherwise expressly provided in this Ordinance. Nothing in this Ordinance shall be deemed to allow this Ordinance to be transferred to any person or entity without a new application for approval for any person or entity other than the Applicant; provided, however, that transfer of the privileges, obligations and provisions of this Ordinance to another person or entity shall be allowed without the requirement for Village approval or a new application for a special permit where the transferee entity executes an unconditional agreement and consent in substance and form substantially consistent with Exhibit C and approved by the Village Manager and provides to the Village Manager (i) written notice of the transfer, (ii) evidence of the transfer of title to the Property, and (iii) a fully executed original of the transferee's unconditional agreement and consent, all within ten days after the transfer.

Section 10. EFFECTIVE DATE.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
- i. passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;
 - ii. publication in pamphlet form in the manner required by law;
 - iii. the complete execution and recordation of the Fifth Amendment;
 - iv. the filing by Applicant with the Village Clerk 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 of *Exhibit C*, attached to and, by this reference, made a part of this Ordinance; and
 - v. the recordation of this Ordinance together with such exhibits as the Village Clerk deems appropriate for recordation in the Office of the Cook County Recorder. Applicant shall bear the full cost of such recordation.

B. In the event that Applicant does not file with the Village Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 10.A.iv 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 force or effect.

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PASSED: This 29th day of October, 2002.

AYES: (5) Trustees Frum, Karagianis, Donewald, Meek, and President Pro Tem Jaeger

NAYS: (0)

ABSENT: (2) Trustee Buehler and Village President Damisch

ABSTAIN: (0)

/s/ Robert J. Jaeger

President Pro Tem

ATTEST:

/s/ Lona N. Louis

Village Clerk

Property of Cook County Clerk's Office

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EXHIBIT A

Property Legal Description

LOT 9 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF THE PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 60 Revere Drive, Northbrook, Illinois.

P.I.N.: 04-02-100-021

Property of Cook County Clerk's Office

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EXHIBIT B

Fifth Amendment to the Declaration of Covenants,
Conditions and Restrictions and Restrictive Covenant

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO**

Property Commonly known as

Recorder's Stamp

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESTRICTIVE COVENANT

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESTRICTIVE COVENANT (this "Amendment") is made and entered into as of this ____ day of _____, 2002 by and among **NORTHBROCK COURT OFFICE PLAZA ASSOCIATION**, an Illinois non-profit corporation (the "Association"), **ROMANEK NORTHBROOK PLACE, L.L.C.**, an Illinois limited liability corporation ("Romanek"), the **VILLAGE OF NORTHBROOK**, a home rule municipal corporation of the State of Illinois (the "Village"), and each of the other undersigned parties hereto (collectively, the "Owners").

RECITALS:

WHEREAS, Romanek is the owner of certain real property (the "Premises") located in the Village and legally described on **Exhibit A-1**, attached hereto and made a part hereof; and

WHEREAS, the Premises are located in, and a part of, that certain real estate legally described on **Exhibit A-2** (the "Complex") and located in the Village; and

WHEREAS, pursuant to the Declaration (as hereinafter defined), use of the Complex for purposes other than the construction and maintenance of an office building(s), or purposes incidental thereto, is not permitted. For purposes hereof, the "Declaration" shall mean that certain Declaration of

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Covenants, Conditions and Restrictions dated February 22, 1979, executed by Exchange National Bank of Chicago, as Trustee under Trust Agreement dated August 1, 1972 and known as Trust Number 26882, and recorded in the office of the Cook County, Illinois Recorder of Deeds (the "Recorder's Office") as Document Number 24856662, as amended (i) by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Northbrook Court Office Plaza executed by the Association and recorded January 5, 1984 in the Recorder's Office as Document Number 26917736, and (ii) by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Northbrook Court Office Plaza executed by the Association and recorded March 26, 1990 in the Recorder's Office as Document Number 90133411, and (iii) by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictive Covenant executed by the Association, the Owners, and the Village, recorded on June 26, 1996 in the Recorder's Office as Document Number 96494814 ("**Third Amendment**"); and (iv) by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions and Restrictive Covenant executed by the Association, 255 Revere Drive Limited Partnership, the Village, and the Owners recorded on July 7, 2002 in the Recorder's Office as Document Number 0020732138 ("**Fourth Amendment**"); and

WHEREAS, pursuant to the Restrictive Covenant (as hereinafter defined) the Complex is restricted to the permitted uses for an "M-1 Manufacturing District" as defined in the Village's then applicable zoning ordinance, provided that radio and television towers are permitted as special uses. For purposes hereof, the "Restrictive Covenant" shall mean that certain unrecorded Restrictive Covenant dated December 16, 1966, executed by American National Bank and Trust Company of Chicago, as Trustee under Trust Number 23801 as amended (i) by that certain Amendment to Restrictive Covenant dated May 8, 1973, executed by the Village and Exchange National Bank of Chicago, as Trustee under Trust Agreement dated August 1, 1972 and known as Trust Number 26882 and recorded in the Recorder's Office as Document Number 22400807, and (ii) by that certain Second Amendment to Restrictive Covenant dated March 7, 1984, executed by the Village and the property owners therein described and recorded June 6, 1984 in the Recorder's Office as Document Number 27117890, and the Third Amendment and the Fourth Amendment; and

WHEREAS, the Village's then applicable zoning ordinance has been replaced and superseded by the Northbrook Zoning Code (1988) ("Zoning Code"), and the Complex is now situated in an "I-1 Industrial District" thereunder; and

WHEREAS, notwithstanding any terms, provisions, restrictions and conditions to the contrary contained in either the Declaration or the Restrictive Covenant, Romanek is seeking a special permit to allow Health Services Except 8050, 8060, 8070, 8080 & 8090 (Northbrook SIC No. 8000.02) on the Premises; and

WHEREAS, subject to the terms and conditions herein provided, including, without limitation, the approval by the Village of Romanek's application for a special permit in substantially the form now pending before the Village, the Association, Romanek, and the Owners desire to further amend the Declaration and the Restrictive Covenant to permit the use of the Premises by Romanek and its invitees, guests, agents, representatives, employees, contractors for the purposes herein described; and

WHEREAS, as required by Section 11 of the Restrictive Covenant, the undersigned Owners constitute the owners of an aggregate area consisting of at least 75% of the Complex, and a public hearing relating to the special permit was conducted on September 3, 2002 in the same manner as required by the Zoning Code; and

WHEREAS, the Owners agree to amend the Declaration and the Restrictive Covenant as herein provided.

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AGREEMENTS:

NOW, THEREFORE, in consideration of the Recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions herein set forth, the parties hereby amend the Declaration and the Restrictive Covenant as follows:

1. The Association, Romanek, Village, and each of the Owners hereby acknowledge, covenant, and agree that notwithstanding anything to the contrary contained in the Declaration or the Restrictive Covenant, or any ancillary document executed by said parties in connection with either of the foregoing, the following uses of the Premises are permissible under the Declaration and the Restrictive Covenant as if originally fully set forth herein:

Health Care Services Except 8050, 8060, 8070, 8080, & 8090
(Northbrook SIC No. 8000.02)

2. The Association and each of the Owners acknowledge, covenant, and agree that, subject to the approval of the Village, Romanek may construct a sign or signs, displays, marquees or similar structures upon the Premises, including, without limitation, wall signs, in such locations as Romanek shall determine, in its sole discretion, identifying the above-described facilities, provided the same otherwise comply with all applicable laws, ordinances, rules, and regulations.

3. Except as amended by this Agreement, the terms, covenants, and conditions set forth in the Declaration and the Restrictive Covenant shall remain in full force and effect.

4. Each of the terms, provisions, covenants, and agreements hereof shall be binding upon and inure to the parties hereto and their respective successors, heirs, assigns and legatees, and each and all of the terms, provisions, covenants and agreements are hereby deemed to run with the land.

5. This Amendment may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

[End of Text – Signature Pages Follow]

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VILLAGE OF NORTHBROOK, a home rule municipal corporation of the State of Illinois

By: _____
Name: _____
Its: Village President

ATTEST:

By: _____
Name: _____
Its: Village Clerk

STATE OF _____)
COUNTY OF _____) SS.

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the _____ and _____ of _____, are the same persons whose names are subscribed to the foregoing instrument as such officers or said corporation, appeared before me this day in person and acknowledged that as such officers they signed and delivered the said instrument pursuant to the authority, as their free and voluntary acts, and as the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth;

GIVEN under my hand and notarial seal this ____ day of _____, 2002.

Notary Public

My Commission Expires:

UNOFFICIAL COPY

JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the _____ and _____ of _____, whose names are subscribed to the foregoing instrument as such officers or said corporation, appeared before me this day in person and acknowledged that as such officers they signed and delivered the said instrument pursuant to the authority, as their free and voluntary acts, and as the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth;

GIVEN under my hand and notarial seal this _____ day of _____, 2002.

Notary Public

My Commission Expires:

UNOFFICIAL COPY

255 REVERE DRIVE LIMITED PARTNERSHIP, an Illinois limited partnership, by JFMC Facilities Corporation, an Illinois not-for-profit corporation

By: _____ Name: _____ Its: _____

ATTEST:

By: _____ Name: _____ Its: _____

STATE OF _____) COUNTY OF _____) SS.

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the _____ and _____ of _____, a _____, are the same persons whose names are subscribed to the foregoing instrument as such officers or said corporation, appeared before me this day in person and acknowledged that as such officers they signed and delivered the said instrument pursuant to the authority, as their free and voluntary acts, and as the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth:

GIVEN under my hand and notarial seal this _____ day of _____, 2002.

Notary Public

My Commission Expires:

UNOFFICIAL COPY

CANCER WELLNESS CENTER, an Illinois not-for-profit corporation

By:
Name:
Its:

ATTEST:

By:
Name:
Its:

STATE OF)
COUNTY OF) SS.

I, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the and of, a, are the same persons whose names are subscribed to the foregoing instrument as such officers or said corporation, appeared before me this day in person and acknowledged that as such officers they signed and delivered the said instrument pursuant to the authority, as their free and voluntary acts, and as the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth;

GIVEN under my hand and notarial seal this day of , 2002.

Notary Public

My Commission Expires:

UNOFFICIAL COPY

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Successor Trustee to First Chicago Trust Company of Illinois, as Successor Trustee to Bank of Ravenswood, not personally, but solely as Trustee under Trust Agreement dated September 28, 1982 and known as Trust Number 25-5373

By: _____
Name: _____
Its: _____

ATTEST
By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____) SS.

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of _____, a _____, are the same persons whose names are subscribed to the foregoing instrument as such officers or said corporation, appeared before me this day in person and acknowledged that as such officers they signed and delivered the said instrument pursuant to the authority, as their free and voluntary acts, and as the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth;

GIVEN under my hand and notarial seal this ____ day of _____, 2002.

Notary Public

My Commission Expires: _____

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LASALLE NATIONAL TRUST N.A.,
 Successor Trustee to LaSalle National Bank, not
 personally but solely as Trustee under Trust
 Agreement dated August 8, 1983 and known as
 Trust Number 106784

By: _____
 Name: _____
 Its: _____

ATTEST:

By: _____
 Name: _____
 Its: _____

STATE OF _____)
) SS.
 COUNTY OF _____)

I, _____, a notary public in and for said County, in the State
 aforesaid, DO HEREBY CERTIFY that _____ and _____
 personally known to me to be the _____ and _____
 _____, a _____, are the same persons whose names are
 subscribed to the foregoing instrument as such officers or said corporation, appeared before me this day in
 person and acknowledged that as such officers they signed and delivered the said instrument pursuant to
 the authority, as their free and voluntary acts, and as the free and voluntary acts and deeds of said
 corporation, for the uses and purposes therein set forth;

GIVEN under my hand and notarial seal this ____ day of _____, 2002.

 Notary Public

My Commission Expires:

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1PERS ONE NORTHBROOK PLACE, INC.,
a Delaware Corporation

By: **RREEF Management Company,** a Delaware Corporation, its Property Manager

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____) SS.

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ personally known to me to be the _____ and _____ of _____, a _____, are the same persons whose names are subscribed to the foregoing instrument as such officers or said corporation, appeared before me this day in person and acknowledged that as such officers they signed and delivered the said instrument pursuant to the authority, as their free and voluntary acts, and as the free and voluntary acts and deeds of said corporation, for the uses and purposes therein set forth;

GIVEN under my hand and notarial seal this ____ day of _____, 2002.

Notary Public

My Commission Expires:

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EXHIBIT A-1

LOT 9 IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF THE PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 60 REVERE DRIVE, NORTHBROOK, ILLINOIS.

P.I.N.: 04-02-100-021

Property of Cook County Clerk's Office

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EXHIBIT A-2

PARCEL 1

LOTS 1, 2, 3 AND 4 IN REVERE'S RESUBDIVISION OF LOT 1 IN NORTHBROOK COURT OFFICE PLAZA BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 2 THROUGH 10 INCLUSIVE IN NORTHBROOK COURT OFFICE PLAZA, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 10 IS THE RETENTION BASIN AND PART OF COMMON AREA.

COMMONLY KNOWN AS: NORTHBROOK COURT OFFICE PLAZA, NORTHBROOK, ILLINOIS 60062

P.R.E.I. Nos.: 04-02-100-021-0000
04-02-101-015-0000
04-02-101-016-0000
04-02-101-017-0000
04-02-101-018-0000
04-02-101-019-0000
04-02-101-020-0000
04-02-101-021-0000
04-02-109-013-0000
04-02-109-019-0000

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EXHIBIT C

Unconditional Agreement and Consent of Applicant

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

WHEREAS, Romanek Northbrook Place, L.L.C., an Illinois limited liability corporation ("**Applicant**"), is the owner of the property located at 60 Revere Drive ("**Property**"); and

WHEREAS, there is a 116,000 square foot office building on the Property ("**Building**"), which is zoned in the I-1 Restricted Industrial District; and

WHEREAS, the Applicant has applied for a special permit requesting that certain Health Services uses be permitted in up to 25,000 of the total floor space of the Building; and

WHEREAS, Ordinance No. 02-62, adopted by the President and Board of Trustees of the Village of Northbrook on October 29, 2002 ("**Ordinance**"), grants approval of such special permit, subject to certain conditions, for the benefit of Applicant; and

WHEREAS, Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance;

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

1. Applicant shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. 02-62, adopted by the Village Board of Trustees on October 29, 2002.
2. Applicant 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 a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Applicant against damage or injury of any kind and at any time.
3. Applicant 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 the 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, provided that the notice to Applicant required by Section 6 of the Ordinance is given.
4. Applicant 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) the Village's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Property, and (d) the

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performance by Applicant of its obligations under this Unconditional Consent and Agreement.

- 5. Applicant shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Consent and Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

ATTEST:

ROMANEK NORTHBROOK PLACE, L.L.C.,
an Illinois limited liability corporation

By: _____
Its: _____

By: *[Signature]*
Its: ROMANEK

SUBSCRIBED and SWORN to
before me this 2nd day of
December, 2002.

[Signature]
Notary Public

