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**SUBDIVISION, DEVELOPMENT AND VACATION AGREEMENT**

**BY, BETWEEN AND AMONG**

**445 VENTURE, L.L.C.,**

**VILLAGE OF NORTHBROOK**

**AND EVANSTON NORTHWESTERN HEALTHCARE CORPORATION**

**FOR**

**445 SKOKIE BOULEVARD SUBDIVISION**

**(445 AND 501 SKOKIE BOULEVARD)**

**DATED AS OF JULY 31, 2008**

Property of Cook County Clerk's Office

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## SUBDIVISION, DEVELOPMENT AND VACATION AGREEMENT FOR 445 SKOKIE BOULEVARD SUBDIVISION

**THIS AGREEMENT** is made as of the 31st day of July, 2008, and is by, between and among the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("**Village**"), **445 VENTURE, L.L.C.**, an Illinois limited liability company ("**Owner**") and **EVANSTON NORTHWESTERN HEALTHCARE CORPORATION**, an Illinois not-for-profit corporation ("**Developer**").

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 parties hereto agree as follows:

### **SECTION 1. RECITALS.**

A. The Owner is, as of the Effective Date of this Agreement, the legal title owner of the Original Parcel. As of March 4, 2008, the Developer has entered into a ground lease with the Owner for Lot 2.

B. The Owner has requested that a portion of Henrici Drive east of and adjacent to the Original Parcel be vacated and that the Original Parcel and Henrici Drive East be developed as the Property and used only in substantial compliance with this Agreement.

C. The Owner desires and proposes to have the Property, with the consent of the Village, subdivided into two (2) lots of record, each to be developed with one commercial structure, in accordance with the regulations in the C-5 Boulevard Commercial District.

D. The Developer desires to construct and develop a building on Lot 2 of the Property to be used as a medical office building along with all related and necessary improvements to Lot 2.

E. Pursuant to public notice, public hearings were held by the Plan Commission on June 17, 2008 to consider the Owner's request for: (i) approval of the subdivision of the Property into two new commercial lots in the C-5 Boulevard Commercial District; (ii) a variation to authorize the combined approval of a tentative and final plat; (iii) a special permit to allow a new structure with a gross floor area greater than 7,500 square feet; (iv) a special permit to allow wall signs above the permitted maximum district height; (v) a variation to reduce the required number of loading spaces from one to zero; and (vi) any other zoning and subdivision relief as may be necessary to accomplish the subdivision and development of the Property. The Plan Commission recommended approval of the subdivision, approval of the combined tentative and final plat, and the granting of the special permits and variation on July 1, 2008, in its Resolution No. 08-PC-11.

F. Seafood Illinois Properties, Inc., an Illinois corporation, proposes to purchase Lot 1 of the Property pursuant to that certain "Agreement for Purchase and Sale of Real Estate" dated June 4, 2008, as amended, and agrees and consents to the terms and conditions of this Agreement as stated in the "Consent by Purchaser of Lot 1" attached to this Agreement.

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G. The Corporate Authorities, after due and careful consideration, have concluded that the subdivision, variations and vacation for the development and use of the Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area and would serve the best interests of the Village.

## **SECTION 2. DEFINITIONS.**

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

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

**"Declaration of Reciprocal Easements"**: That certain declaration of reciprocal easements, covenants and use restrictions required pursuant to Section 8 of this Agreement.

**"Effective Date"**: The date of execution of this Agreement by all parties hereto, which date shall be deemed to be the date set forth in the first paragraph of Page 1 of this Agreement.

**"Final Engineering Plan"**: That certain engineering plan prepared by W.C. Doland Engineering, Inc., consisting of nine (9) sheets labeled C1-C9, having a latest revision date of July 16, 2008, attached to this Agreement as Exhibit A, which plan has been approved by the Village Engineer.

**"Final Plat"**: That certain subdivision plat prepared by W.C. Doland Engineering, Inc., consisting of one sheet, with a latest revision date of July 22, 2008, attached to this Agreement as Exhibit B.

**"Final Tree Preservation and Landscape Plan"**: That certain subdivision tree preservation and landscape plan prepared by Teska Associates, Inc., consisting of two (2) sheets, with latest revision date of June 6, 2008, attached to this Agreement as Exhibit C.

**"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.

**"Henrici Drive East"**: That portion of Henrici Drive located to the east of Skokie Boulevard and east of and adjacent to the Property consisting 0.63 acres legally described in Exhibit C attached to this Agreement and depicted on the Plat of Vacation.

**"Improvements"**: The public and private on-site and off-site improvements to be made in connection with the subdivision and development of the Property, as described or listed on the Final Engineering Plan, the Final Tree Preservation and Landscape Plan, and as provided in Section 5 of this Agreement, but not including the commercial structures themselves.

**"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.

**"Lot" or "Lots"**: Lots 1 and 2 as depicted on the Final Plat.

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

**"Original Parcel"**: That certain tract of land consisting of approximately 2.5 acres, commonly known as 445 Skokie Boulevard, Northbrook, Illinois, and legally described in Exhibit D attached to this Agreement.

**"Plan Commission"**: The Plan Commission of the Village, established by Section 2-451 of the Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

**"Plat of Vacation"**: That certain plat of vacation prepared by W.C. Doland Engineering, Inc., consisting of one sheet, with a latest revision date of July 22, 2008, attached to this Agreement as Exhibit E.

**"Property"**: The Original Parcel and Henrici Drive East.

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

**"Storm Water Facilities"**: The following specific improvements, as depicted on the Final Engineering Plan: the storm water detention vault located in the Storm Water Detention Area, and private storm sewers, related equipment, appurtenances, structures, swales, and storm drainage areas installed and maintained on the Property to ensure adequate storm water drainage and management and to collect and direct storm water into the Village's storm sewer system.

**"Storm Water Detention Area"**: The area in Lot 2 of the Property depicted in the Final Plat as the Storm Water Detention Area.

**"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.

**"Vacation Ordinance"**: That certain ordinance to be approved by the Corporate Authorities vacating Henrici Drive East, substantially in the form and in substance conforming to the form attached hereto as Exhibit F.

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

## **SECTION 3. APPROVAL OF DEVELOPMENT.**

**A. Adoption of Vacation Ordinance.** The Village agrees to adopt the Vacation Ordinance to vacate the portion of Henrici Drive referred to as Henrici Drive East, as depicted on the Plat of Vacation, in consideration for which the Owner agrees to pay the Village the amount of Six Hundred and Ninety Six Thousand, One Hundred and Thirty-Eight Dollars (\$696,138), together with the cost and expenses incurred by the Village in completing and providing for the vacation of Henrici Drive East, including specifically, but without limitation, attorney's fees.

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**B. Adoption of Resolution Approving Final Plat.** The Village agrees to adopt a valid and binding resolution granting (i) a variation allowing the approval of a combined tentative and final plat of subdivision for the Property, (ii) approval of the Final Plat of the Property, (iii) a waiver from Paragraph 4-102 N1 of the Subdivision Code requiring the installation of a sidewalk along that portion of Henrici Drive not included in Henrici Drive East, as depicted on the Final Engineering Plans, and (iv) a waiver from Subparagraph 4-104 F2(d) of the Subdivision Code requiring the burying of overhead utility lines in exchange for payment of a fee-in-lieu, which resolution shall be in the form and in substance substantially conforming to the form attached hereto as Exhibit G.

**C. Adoption of Ordinance Granting Special Permits, a Variation and Site Plan Approval.** The Village agrees to adopt a valid and binding ordinance affecting Lot 2 and granting (i) special permits for a structure with a gross floor area in excess of 7,500 square feet and three identification signs maintained at a height in excess of 20 feet, (ii) a loading space variation, and (iii) site plan approval, which ordinance shall be in form and substance substantially conforming to the form attached hereto as Exhibit H.

**D. Owner Acknowledgement.** Except to the extent authorized by permits issued for Lot 1 prior to the Effective Date, the Owner and the Developer acknowledge and agree that, unless approved by the Village Manager, in his sole and absolute discretion, no construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until this Agreement, the Final Plat, the Final Engineering Plans for the Property are approved by the Village in accordance with the Subdivision Code, the Zoning Code, and Section 3 of this Agreement and recorded where necessary or required, as determined by the Village.

## **SECTION 4. DEVELOPMENT OF THE PROPERTY**

Notwithstanding any use or development right that may be applicable or available to the Property pursuant to the Zoning Code, the Property shall be developed and used only as follows:

**A. Specific Use and Development Restrictions.** No more than one commercial structure, as permitted in the Zoning Code, shall be constructed or located on each Lot.

**B. General Use and Development Restrictions.** Development of the Property, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Development, as appropriate, shall be pursuant to and in accordance with the following:

- i. This Agreement;
- ii. The Final Plat;
- iii. The Final Engineering Plan;
- iv. The Final Tree Preservation and Landscape Plan;
- v. The Declaration of Reciprocal Easements;
- vi. The Improvements Standards Manual;



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- vii. Permits issued by the Village for Lot 1 prior to the Effective Date; and
- viii. The Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

**C. Tree Preservation and Landscape Plan.** The Developer shall comply with the Final Tree Preservation and Landscape Plan, and all Requirements of Law, in the preservation and removal of all trees on the Property, including, without limitation, the requirements of Chapter 25 of the Municipal Code and Subsection 4-103 D of the Subdivision Code. All amounts required to be paid to the Village by the Developer for the removal of trees will be included in the Guarantee required by Section 10 of this Agreement.

**D. Payment of Fee-in-lieu for Overhead Utility Lines.** In exchange for a waiver from the Subdivision Code requirement of burying 285 lineal feet of overhead utility lines, the Developer shall pay to the Village a fee-in-lieu in the amount of \$28,500, which will be due and payable to the Village at the time Developer exercises the waiver, but not later than issuance of the first temporary or final certificate of occupancy. All fee-in-lieu amounts required to be paid to the Village by the Developer will be included in the Guarantee required by Section 10 of this Agreement.

**E. Water Transmission Main Restrictions.** Improvements to the Property must at all times be constructed, maintained, repaired, removed, and replaced by the Developer so as not to in any manner disturb, damage, destroy, injure or obstruct the Village's 30 inch water transmission main that is located under a portion of Lot 2 ("**Water Transmission Main**"), nor to obstruct or interfere with the Village in its operation of the Water Transmission Main, nor in any manner cause or threaten to cause any interruption in the transmission of water through the Water Transmission Main. The Developer shall provide advance written and telephonic notice to the Village at least seventy-two (72) hours prior to commencing such maintenance, repair, removal or replacement.

## **SECTION 5. IMPROVEMENTS.**

**A. Description of Improvements.** The Developer shall, at its sole cost and expense, construct and install all of the Improvements on the Property including, without limitation, the following:

- i. Storm Water Facilities;
- ii. Soil erosion and tree protection measures;
- iii. Water and sanitary service lines;
- iv. Parking lot trees and landscaping;
- v. Parking lot lighting; and

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- vi. Parking lot improvements.

**B. Design and Construction of the Improvements.** All Improvements shall be designed and constructed pursuant to and in accordance with the Final Engineering Plan, the Final Tree Preservation and Landscape Plan, and the Improvements Standards Manual, and to the satisfaction of the Village Engineer. All work performed on the Improvements shall be conducted in a good and workmanlike manner and with due dispatch in accordance with the schedule established in Subsection 5.D of this Agreement. All materials used for construction of the Improvements shall be new and of first quality.

i. Contract Terms; Prosecution of the Work. The Developer shall include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently, continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Final Engineering Plan, the Final Tree Preservation and Landscape Plan, and the Requirements of Law, until the work is properly completed, and terms providing that the Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

ii. Village Inspections and Approvals. All work on the Improvements shall be subject to inspection and approval by Village representatives at all times.

iii. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any public agency or private party, the Developer shall promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the required consent, permission, or approval.

**C. Construction Traffic.** The Village reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that such designated routes shall not be unreasonably or unduly circuitous nor unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic. At all times during the construction of the Improvements, the Developer shall either keep free or cause to be free all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair any damage caused by such construction traffic.

**D. Completion of the Improvements.** All Improvements shall be completed and made ready for inspection, approval and, where appropriate, acceptance by the Village pursuant to the construction schedule approved by the Village Engineer as part of the Final Engineering Plan. The Developer shall be allowed extensions of time beyond the completion dates set forth in such construction schedule only for unavoidable delay caused by Force Majeure.

**E. Inspection, Dedication and Maintenance of the Improvements.**

i. Final Inspection and Approval of the Improvements. The Developer shall notify the Village when it believes that any or all of the Improvements have been fully and properly completed and shall request final inspection, approval, and, where appropriate, acceptance of the Improvement or Improvements by the Village. Such notice and request shall comply with, and include, all requirements of Section 3-506 of



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the Subdivision Code and shall be given far enough in advance to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the scheduled completion date. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The Village shall not be required to approve or accept any portion of the Improvements until all of the Improvements, including all punch list items, have been fully and properly completed.

ii. Dedication and Acceptance of Specified Improvements. Neither the execution of this Agreement nor the approval or recordation of the Final Plat shall constitute an acceptance by the Village of any public facilities that are depicted as "dedicated" on the Final Plat or Final Engineering Plan, if any, or of any Improvements. The acceptance of all Improvements shall be made only in compliance with the requirements of the Subdivision Code, including, without limitation, Sections 3-506 and 3-507 of that Code.

iii. Owner's Maintenance of Improvements. For a period of at least two years following Village approval, the Developer shall, at its sole cost and expense, maintain without any modification except as specifically approved in writing by the Village Engineer, in a first rate condition at all times, the Improvements. In the event the Village Engineer determines, in his sole and absolute discretion, that the Developer is not adequately maintaining, or has not adequately maintained, any Improvement, the Village may, after 10 days' prior written notice to the Developer but shall not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to any such Improvement. In the event that the Village shall cause to be performed any work pursuant to this Subsection 5.E.iii, the Village shall have the right to draw from the performance securities deposited pursuant to Section 10 of this Agreement, or the right to demand payment directly from the Developer, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of such work, including legal fees and administrative expenses. The Developer shall, upon demand by the Village, pay such amount to the Village.

**F. Transfer of Ownership of the Improvements and Easements to the Village.**

Upon the approval of, and prior to acceptance of, the Improvements to be accepted by the Village pursuant to Subsection 5.E of this Agreement, if any, the Owner and Developer shall execute, or cause to be executed, such documents as the Village shall request to transfer ownership of such 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. The Owner and Developer shall, at the same time, grant, or cause to be granted, to the Village all such 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.

**G. Two-Year Guaranty of the Improvements.** The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Improvements, including, without limitation, landscaping installed by the Developer on public lands or within public rights-of-way or easements, that occur or become evident within two years after approval and, where appropriate, acceptance of the Improvements by the Village pursuant to this Agreement. If any such defect or deficiency occurs or becomes evident during such period, then

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the Developer shall, after 10 days' prior written notice from the Village (subject to Force Majeure), correct it or cause it to be corrected. In the event any Improvement is repaired or replaced pursuant to such a demand, the guaranty provided by this Subsection 5.G shall be extended, as to such repair or replacement, for two full years from the date of such repair or replacement.

## **H. Issuance of Permits and Certificates.**

i. **Right to Withhold Permits and Certificates.** The Village shall have the absolute right to withhold any building permit or certificate of occupancy at any time that the Owner (with respect to Lot 1 and 2) and Developer (with respect to Lot 2) are in violation of, or are not in full compliance with, the terms of this Agreement.

ii. **Completion of Storm Water Facilities.** Except for the permits issued for Lot 1 prior to the Effective Date and for site work improvements authorized by the Village Engineer for the Property, the Village shall have no obligation to issue any building permits or other permits for work to be performed on the Property until the Storm Water Facilities are completed to the satisfaction of the Village Engineer.

iii. **Completion of Improvements.** The Village shall issue no certificates of occupancy for any building or structure located on the Property until the Improvements are completed by the Owner or Developer in accordance with the schedule established pursuant to Subsection 5.D of this Agreement or until other arrangements satisfactory to the Village Engineer, in his sole and absolute discretion, shall have been made. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all the Improvements and approval and, where appropriate, acceptance thereof by the Village shall not confer on the Owner or Developer any right or entitlement to any other building permit or certificate of occupancy.

i. **Completion of Construction.** If the Developer fails to diligently pursue all construction as required in, or permitted by, Sections 4 and 5 of this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for such construction, and if the building permit or permits are not renewed within three months after the expiration thereof, then the Developer shall, within 60 days after notice from the Village, remove any partially constructed or partially completed buildings, structures, or Improvements from the Property. In the event the Developer fails or refuses to remove said buildings, structures, and Improvements, as required, the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and/or remove any of said buildings, structures, and Improvements, and the Village shall have the right to charge the Developer and the Owner an amount sufficient to defray the entire cost of such work, including legal and administrative costs, if the amount so charged is not paid by the Developer or the Owner within 30 days following a demand in writing by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien against the Lot or Lots on which the work was performed, and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien in the same manner as mortgage foreclosure proceedings.

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## **SECTION 6. DAMAGE TO PUBLIC PROPERTY.**

The Developer shall maintain the Property and all streets, sidewalks and other public property in and adjacent to the Property in a good and clean condition at all times during development of the Lot 2 and construction of the Improvements. Further, the Developer shall promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer; and shall repair any damage that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

## **SECTION 7. RECAPTURE.**

**A. Paid by the Owner.** The parties do hereby agree that the Owner and Developer are not required to pay any recapture amounts for any prior water, storm, and sanitary sewer improvements that have been developed in the area surrounding the Property.

**B. Paid to Owner.** The parties do hereby agree that the Owner and Developer are not entitled to any recapture amounts as a result of the installation of the Improvements.

## **SECTION 8. DECLARATION OF RECIPROCAL EASEMENTS.**

A Declaration of Reciprocal Easements, covenants and use restrictions acceptable in form and substance to the Village Attorney, shall be recorded against the Property concurrent with the recording of the Final Plat and prior to any transfer of Lots 1 or 2 by the Owner. Such Declaration shall codify the following provisions, conditions and restrictions of this Agreement:

### **A. Creation of Easements.**

i. An easement shall be created providing access over, on, and above the Storm Water Detention Area for the exclusive benefit of the owners of the Lots and for the benefit of the Village, for storm water drainage and detention.

ii. Utility and enforcement easements shall be granted to the Village and other governmental bodies and utility services over, on, and across the Property for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

iii. The easements for storm water drainage and detention and access thereto shall remain unobstructed and the access to the detention vault shall not be blocked by a fence, landscaping, or any other structure or planting, of any kind or nature, erected within said easements without written approval of the Village Manager.

### **B. General Provisions.**

i. The Village, as well as the owners of each of Lots 1 and 2, and the Developer shall have the right to enforce the Declaration of Reciprocal Easements.

ii. The Village shall have the right, but not the obligation, after ten (10) days' written notice to the owners of Lots 1 and 2, to perform any maintenance or repair work which, in the sole opinion of the Village, the owners of Lots 1 and 2 have neglected to

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perform, to assess the owners for such work and to file a lien against the property of any owner failing to pay the assessment.

iii. The Declaration shall run with and bind the Property, and all portions thereof, and shall be binding on, and inure to the benefit of, the Owner and the Developer, and their successors in interest, to all portions of the Property.

## **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, the Owner (with respect to the Property) and the Developer (with respect to Lot 2) 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 from the Owner or the Developer 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, the Owner and the Developer shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the following respectively: (i) the Developer for the review and processing of the development of Lot 2; (ii) the Owner for the review and processing of plans for the development of the Property (other than work authorized by permits issued for Lot 1 prior to the Effective Date) and in connection with the negotiation, preparation, consideration, and review of this Agreement and the vacation of Henrici Drive East. Payment of all such fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement shall be made by a certified check, cashier's check, title company check or wire transfer immediately upon execution of this Agreement by the Village President. Further, the Owner and the Developer agree that they will continue to be liable for and to pay, immediately upon presentation of a written demand or demands therefor, such fees, costs, and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by such party during the term of this Agreement in connection with the development and use of the Property. Further, the Owner (with respect to the Property) and the Developer (with respect to Lot 2) agree that they shall be liable for and shall pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

## **SECTION 10. PERFORMANCE SECURITY.**

As security to the Village for the performance by the Developer of its obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, the Developer shall deposit with the Village Manager performance guarantees ("**Guarantee**") consisting of a cash deposit and letter of credit as required pursuant to Section 3-502 of the Subdivision Code. The Guarantee shall be administered pursuant to Sections 3-504, 3-505, 3-506 and 3-507 of the Subdivision Code. The letter of credit shall be in form and substance substantially conforming with Exhibit I and satisfactory to the Village Attorney.



**UNOFFICIAL COPY****EXECUTION COPY****SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.**

**A. Village Review.** The Owner and the Developer acknowledge and agree 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 Property (other than work authorized by permits for Lot 1 issued prior to the Effective Date) or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property or the Improvements, and that the Village's review and approval of any such plans and the 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 and Developer, or any of their 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 and the Developer acknowledge and agree 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 and the Developer agree to, and do 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 Property (other than work authorized by permits for Lot 1 issued prior to the Effective Date) or the Improvements; (ii) the issuance of any approval, permit, certificate or acceptance for the Property or the Improvements; and (iii) the development, construction, maintenance or use of any portion of the Property or the Improvements (provided, however, that the Developer's obligation under subsections ii and iii will not include the commercial building on Lot 1).

**D. Expense.** The Owner and the Developer shall, and do 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 for which they are responsible as referenced in Subsection 11.C of this Agreement.

**SECTION 12. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.**

**A. Binding on Successors.** All obligations assumed by the Owner and the Developer under this Agreement shall be binding upon the Owner and the Developer upon any and all of the Owner's and the Developer's heirs, successors and assigns, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Property. To assure that all such heirs, successors, assigns and successor owners have notice of this Agreement and the obligations created by it, the Owner and the Developer shall:

i. Deposit with the Village Clerk, concurrent with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement with the Office of the Cook County Recorder; and

ii. Notify the Village in writing at least 30 days prior to any date upon which such party transfers a legal or beneficial interest in any portion of the Property to any party not a party to this Agreement; and

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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. Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein (other than leases to tenants of less than substantially all of the building to be constructed on Lot 2 for a period of less than 25 years), to any party not a party to this Agreement, the transferee of said portion of or interest in the Property to execute an enforceable written agreement, in substantially the form attached to this Agreement as Exhibit J, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**") and to provide the Village, upon request, with such reasonable assurance of the financial ability of such transferee to meet those obligations as the Village may require;

provided, however, that the requirements stated in clauses ii, iii and iv shall not apply to the initial sale of Lot 1 to Seafood Illinois Properties, Inc. pursuant to the "Consent by Purchaser of Lot 1," and any contract for, or transfer of, an individual Lot for which all Improvements have been completed and approved and, where appropriate, accepted pursuant to Section 5 of this Agreement.

**B. Limited Release of the Owner and Developer.** Subject to the terms and conditions of this Agreement, the Village agrees that this Agreement is transferable and assignable and that upon a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required herein, the personal liability of the Owner and the Developer shall be released to the extent of the transferee's assumption of such liability. The failure of the Owner and the Developer to provide the Village with a fully executed copy of a Transferee Assumption Agreement required above by the transferee to be bound by the provisions of this Agreement and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any such transfer shall result in the Owner and Developer remaining fully liable for all their respective obligations under this Agreement and shall not relieve the transferee of its liability for all such obligations as a successor to the Owner and Developer.

## **SECTION 13. TERM.**

The provisions of this Agreement shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Owner, the Developer and the Village, and any of their respective legal representatives, heirs, grantees, successors, and assigns, from the date this Agreement is recorded and until the Improvements are approved by the Village and the Improvements, as required by this Agreement and the Subdivision Code, are accepted by the Village. Following such approval and acceptance, the Village agrees, upon written request of the Owner and the Developer, to execute appropriate and recordable evidence of the termination of this Agreement. Notwithstanding anything to the contrary in this Section 13, the Owner's and Developer's indemnity and defense obligations as set forth in Section 11 of this Agreement shall survive the termination of this Agreement.

## **SECTION 14. ENFORCEMENT.**

The parties to this Agreement 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 the Owner and the Developer agree



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that they will not seek, and do 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 Lot 2 at any time when the Owner and the Developer have failed or refused to meet fully any of their obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against another 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 15. GENERAL PROVISIONS.**

**A. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent that 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 at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 15, 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.

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

Village of Northbrook  
1225 Cedar Lane  
Northbrook, Illinois 60062  
Attention: Village Manager

With a copy to:

Holland & Knight LLP  
131 South Dearborn Street  
30th Floor  
Chicago, Illinois 60603  
Attention: Barbara A. Adams

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

**UNOFFICIAL COPY****EXECUTION COPY**

445 Venture, L.L.C.  
144 Ravine Drive  
Highland Park, Illinois 60035

With a copy to:

ASA Properties, L.L.C.  
1141-J Lake Cook Road  
Deerfield, Illinois 60015  
Attention: Mr. Mitchel Greenberg

With a copy to:

Seafood Illinois Properties, Inc.  
18531 S. Broadwick Street  
Rancho Dominguez, CA 90220  
Attention: Michael Cigliano, Executive Vice President

Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

Evanston Northwestern Healthcare Corporation  
1301 Central Street  
Evanston, Illinois 60201  
Attention: Executive Vice President Finance & Treasurer

With a copy to:

Colliers, Bennet & Kahnweiler  
1000 Central Street, Suite 105  
Evanston, Illinois 60201  
Attention: Property Manager

**B. Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**C. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

**D. Exhibits.** Exhibits A through J attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

**E. Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

**F. Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

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**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. Non-Waiver.** The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

**I. Authority to Execute.** The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the Village (i) that the Owner is the owner of fee simple title to the Property, and that the various portions of the Property are contiguous to each other and have no gaps; (ii) except as otherwise noted in this Agreement, that no other person or entity has any legal, beneficial, contractual, or security interest in the Property; (iii) that the Owner has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in and to bind the Property as set forth in this Agreement; (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property are bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

**J. Non-Severability.** If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall be null and void and of no further force and effect, it being the intent of the parties that all of the provisions of this Agreement be treated as an individual whole.

**K. Calendar Days and Time.** Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

**L. 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, the Owners, or the Developer.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date and year first above written.

*[signatures on following pages]*

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VILLAGE:

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

By: [Signature]  
Its: Village President

ATTEST:

By: [Signature]  
Its: Village Clerk

### ACKNOWLEDGMENT

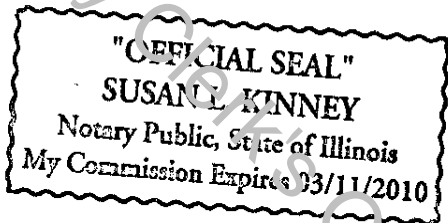
STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 29 day of July, 2008, by Eugene Marks, the Village President of the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation, and by Debra J. Ford, the Village Clerk of said municipal corporation.

[Signature]  
Signature of Notary

SEAL

My Commission expires: 3/11/2010



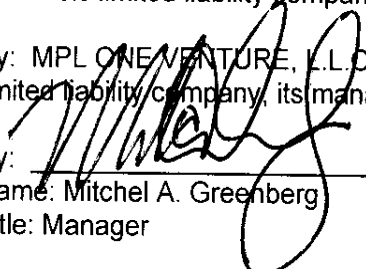
# UNOFFICIAL COPY

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OWNER:

**445 VENTURE, L.L.C.,**  
an Illinois limited liability company

By: MPL ONE VENTURE, L.L.C., an Illinois  
limited liability company, its manager

By:   
Name: Mitchel A. Greenberg  
Title: Manager

### ACKNOWLEDGMENT

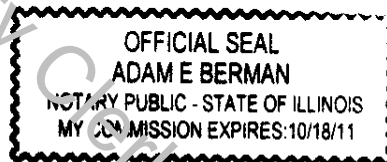
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2008  
by Mitchel A. Greenberg, Manager of MPL ONE VENTURE, L.L.C., an Illinois limited liability  
company, the managing member of **445 VENTURE, L.L.C.**, an Illinois limited liability company.

  
Signature of Notary

SEAL

My Commission expires: 10/18/11

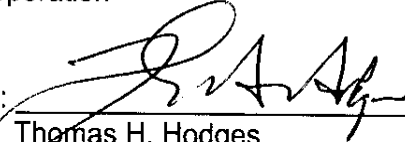


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EXECUTION COPY

**DEVELOPER:**

**EVANSTON NORTHWESTERN HEALTHCARE CORPORATION**, an Illinois not-for-profit corporation

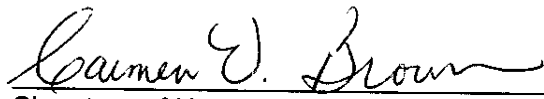
By:   
Thomas H. Hodges  
Its: Executive Vice President Finance & Treasurer

**ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 25 day of July, 2008 by Thomas H. Hodges, the Executive Vice President Finance & Treasurer of **EVANSTON NORTHWESTERN HEALTHCARE CORPORATION**, an Illinois not-for-profit corporation.



  
Signature of Notary

SEAL

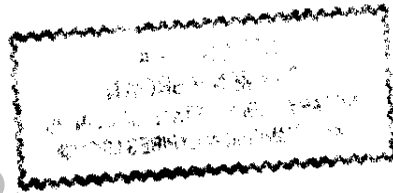
My Commission expires: 9/21/08

# 5456579\_v7



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Property of Cook County Clerk's Office



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## CONSENT OF MORTGAGEE

FIRST BANK OF HIGHLAND PARK, which is the holder of a mortgage dated as of August 31, 2006, and recorded in the Office of the Cook County Recorder, Illinois on August 31, 2006 as Document No. 0624310116 encumbering the Original Parcel (as defined in the Subdivision Agreement to which this Consent is attached), hereby consents to the recording of said Subdivision Agreement and agrees that its liens shall be subject to the provisions of such Subdivision Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed on 7-25, 2008.

ATTEST:

FIRST BANK OF HIGHLAND PARK

By: *[Signature]*  
Its:  EVP

By: *[Signature]*  
Its:  VP

## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

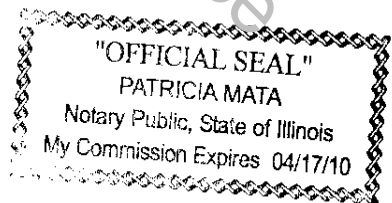
The foregoing instrument was acknowledged before me on July 25, 2008, by MARC ZISSOK, the \_\_\_\_\_ Vice President, and PATRICK F. STRILONE, the  EVP  Secretary, of First Bank of Highland Park, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the corporation for and on behalf of said corporation, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25<sup>th</sup> day of JULY, 2008.

*[Signature]*  
Signature of Notary

SEAL

My Commission expires: 4-17-10



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### CONSENT OF PURCHASER OF LOT 1

Seafood Illinois Properties, Inc., an Illinois corporation and contract purchaser of Lot 1 ("**Purchaser**"), executes this Consent to the foregoing Subdivision, Development and Vacation Agreement ("**Agreement**") not as a party, but only to consent to those terms and conditions of the Agreement listing in this consent and to take certain action related to the Agreement, as follows:

1. **Consents:** The Purchaser consents to Sections 4(A), 4(B), 8, 11, 12, 13, 14 and 15 of the Agreement.

2. **Enforcement:** The Purchaser shall have the right to enforce its rights pursuant to, and the provisions of the Agreement to which the Purchaser consents by its execution of, this Consent in the same manner and subject to the same limitations as provided in Section 14 for enforcement of the Agreement by the Owner and the Developer.

**SEAFOOD ILLINOIS PROPERTIES, INC.,**  
an Illinois corporation

By: [Signature]  
Its: PRESIDENT

ATTEST:

By: [Signature]  
Its: [Signature]

### ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

On 7-25-08 before me (~~here insert name and title of the officer~~) ARDIS JACKSON JR, NOTARY PUBLIC personally appeared ANTHONY J. GILGIANO, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

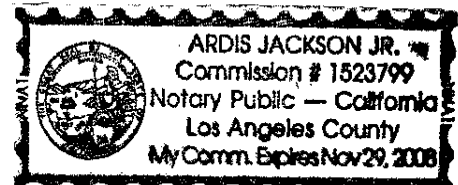
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]  
Notary Public

(Notary Seal)

My Commission Expires: 11-29-2008



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**EXHIBIT A**

**FINAL ENGINEERING PLANS**

This Exhibit is on file in the Office of the Village Clerk at

Village of Northbrook  
1225 Cedar Lane  
Northbrook, IL 60062

Requests for copies can be submitted to the Village Clerk at that address.

Property of Cook County Clerk's Office

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## EXHIBIT C

### FINAL TREE PRESERVATION AND LANDSCAPING PLAN

This Exhibit is on file in the Office of the Village Clerk at

Village of Northbrook  
1225 Cedar Lane  
Northbrook, IL 60062

Requests for copies can be submitted to the Village Clerk at that address.

Property of Cook County Clerk's Office

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## EXHIBIT D

### LEGAL DESCRIPTIONS

#### Legal Description of Original Parcel

LOT 2 OF NORTHWOOD EDENS, A SUBDIVISION OF A PART OF HUGHES, BROWN, MOORE CORPORATION'S RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT 20377823, IN COOK COUNTY, ILLINOIS.

Commonly known as 445 Skokie Boulevard, Northbrook, Illinois

P.I.N.: 04-02-412-021-0000

#### Legal Description of Henrici Drive East

THAT PART OF AN AREA COMMONLY KNOWN AS FRONTAGE ROAD (ALSO KNOWN AS HENRICI DRIVE), BEING THAT PART OF BLOCKS 10 AND 11 IN HUGHES-BROWN-MOORE CORPORATION'S RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1927 AS DOCUMENT NUMBER 9692524, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF LOT 2 OF NORTHWOOD EDENS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 2 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT NUMBER 20377823; THENCE ON AN ASSUMED BEARING NORTH 33 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 97.50 FEET; THENCE NORTH 31 DEGREES 26 MINUTES 00 SECONDS WEST, ALONG A NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 57.12 FEET; THENCE NORTH 64 DEGREES 10 MINUTES 00 SECONDS WEST, ALONG A NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 53.00 FEET; THENCE NORTH 81 DEGREES 34 MINUTES 00 SECONDS WEST, ALONG A NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 139.24 FEET; THENCE WESTERLY ALONG AN ARC CONCAVE TO THE SOUTH HAVING A RADIUS OF 940.00 FEET AN ARC DISTANCE OF 18.98 FEET (THE CHORD OF SAID CURVE HAS A BEARING OF SOUTH 70 DEGREES 41 MINUTES 43 SECONDS WEST FOR A CHORD DISTANCE OF 18.98 FEET); THENCE NORTH 10 DEGREES 53 MINUTES 13 SECONDS EAST A DISTANCE OF 75.94 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID FRONTAGE ROAD (SAID NORTH RIGHT OF WAY LINE IS ALSO THE SOUTHERLY LINE OF LOT 1 IN NORTHWOOD EDENS SUBDIVISION); THENCE EASTERLY ALONG AN ARC CONCAVE TO THE SOUTH HAVING A RADIUS OF 1006.00 FEET AN ARC DISTANCE OF 56.15 FEET (THE CHORD OF SAID CURVE HAS A BEARING OF NORTH 73 DEGREES 55 MINUTES 45 SECONDS EAST FOR A CHORD DISTANCE OF 56.15 FEET) TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHWOOD EDENS SUBDIVISION AFORESAID; THENCE SOUTH 58 DEGREES 08 MINUTES 40 SECONDS EAST A DISTANCE OF 34.84 FEET; THENCE SOUTH 73 DEGREES 16 MINUTES 33 SECONDS EAST A DISTANCE OF 106.29 FEET; THENCE SOUTH 53 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 76.98



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FEET; THENCE SOUTH 33 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 148.46 FEET TO THE NORTHERLY MOST CORNER OF PREVIOUSLY VACATED FRONTAGE ROAD PER PLAT OF VACATION RECORDED AS DOCUMENT NUMBER 97339612; THENCE SOUTH 55 DEGREES 56 MINUTES 31 SECONDS WEST, ALONG THE NORTHWEST LINE OF PREVIOUSLY VACATED FRONTAGE ROAD AFORESAID, A DISTANCE OF 69.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as a portion of Henrici Drive, east of Skokie Boulevard, Northbrook, Illinois

P.I.N.: None – Exempt

After recording, the property included in the Final Plat will be legally described as:

LOT 1 OF THE 445 SKOKIE BOULEVARD SUBDIVISION BEING A RESUBDIVISION OF LOT 2 OF NORTHWOODS EDENS SUBDIVISION, IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH THAT PART OF VACATED FRONTAGE ROAD LYING ADJACENT TO SAID LOT 2, IN COOK COUNTY, ILLINOIS.

Commonly known as 445 Skokie Boulevard, Northbrook, Illinois

AND

LOT 2 OF THE 445 SKOKIE BOULEVARD SUBDIVISION BEING A RESUBDIVISION OF LOT 2 OF NORTHWOODS EDENS SUBDIVISION, IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH THAT PART OF VACATED FRONTAGE ROAD LYING ADJACENT TO SAID LOT 2, IN COOK COUNTY, ILLINOIS.

Commonly known as 501 Skokie Boulevard, Northbrook, Illinois

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## EXHIBIT F

### FORM OF VACATION ORDINANCE

#### ORDINANCE NO. 08-

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 VACATING A PORTION OF THE  
RIGHT-OF-WAY KNOWN AS HENRICI DRIVE  
(445 SKOKIE BOULEVARD SUBDIVISION)

be and is hereby adopted as follows:

Section 1.                    BACKGROUND.

Henrici Drive is a dedicated public right-of-way in the Village of Northbrook. A portion of the Henrici Drive right-of-way is legally described in Exhibit A attached to, and by this reference, made a part of this Ordinance ("**Subject Property**"). 445 Venture, L.L.C. is the owner of the property abutting the Subject Property to the southwest, commonly known as 501 Skokie Boulevard, formerly part of 445 Skokie Boulevard and described as Permanent Index Number 04-02-412-021 ("**Abutting Owner**") and desires to take title to the Subject Property by vacation, in exchange for paying the fair market value of the Subject Property and for reimbursing the Village for the Village's costs and expenses in completing and providing for the vacation of the Subject Property.

The Village has the power to vacate the Subject Property pursuant to Section 11-91-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*

Section 2.                    PUBLIC INTEREST.

The Village Board of Trustees does hereby determine that the public interest would be served by vacating the Subject Property.

Section 3.                    JURISDICTION.

The Village Board of Trustees does hereby certify that the Subject Property is located entirely within the corporate limits of the Village of Northbrook and is subject to the jurisdiction of the Village of Northbrook.

Section 4.                    VACATION.

Subject to the conditions set forth in Section 5 of this Ordinance, and pursuant to Section 11-91-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*, the Subject Property is hereby vacated.

Section 5.                    CONDITIONS OF VACATION.

The vacation of the Subject Property provided for in Section 4 of this Ordinance shall be and is hereby expressly made subject to and contingent upon the following conditions:

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A. Plat Restrictions. The Plat of Vacation referenced in Section 6 of this Ordinance shall include the covenants and restrictions set forth below. Additionally, the terms and conditions of said covenants and restrictions are hereby incorporated into, and made a part of, this Ordinance and the Abutting Owner shall at all times comply with each and all of said terms and conditions:

i. "Development Restriction.

Pursuant to Village of Northbrook Ordinance No. 08-\_\_\_\_, adopted by the Board of Trustees of the Village of Northbrook on \_\_\_\_\_, 2008, all portions of the area vacated as depicted on this Plat of Vacation (the "*Vacated Parcel*") shall be used and maintained solely and exclusively for the following purposes: off street parking and loading; vehicular and pedestrian access; landscaping and open space; provided, however that signs, required screening and entry canopies may be permitted by ordinance duly adopted by the Village in its sole discretion. No buildings or structures of any kind shall be permitted within or upon the Vacated Parcel. The Vacated Parcel shall be included in any and all calculations regarding all applicable Village of Northbrook codes, ordinances, rules, and regulations, including specifically, but without limitation, all applicable Village of Northbrook off-street parking regulations. The Vacated Parcel shall be maintained in a safe, clean, and sightly condition at all times, shall be kept free from the accumulation of snow and ice (except within designated snow storage areas), and shall comply with all applicable Village codes, ordinances, resolutions, rules, and regulations."

ii. "Reservation of Access Easement.

That certain approximately 24 feet wide portion of the Vacated Parcel designated as "Access Easement" on this Plat of Vacation shall be, and is hereby, reserved to, by, and for the exclusive benefit of the Village of Northbrook to be used for vehicular ingress and egress purposes by emergency and public safety personnel and by members of the general public, in common with the use by the owner of the Vacated Parcel for vehicular ingress and egress."

iii. "Reservation of Non-Village Utility Easement.

That certain portion of the Vacated Parcel designated as the "Non-Village Utility Easement" on this Plat of Vacation shall be, and is hereby, reserved for the use, maintenance, renewal, construction, and reconstruction of any existing or future underground service facilities, including specifically, but without limitation, all electric, natural gas, cable television, and telephone facilities located underground by any service facility provider, as the case may be, that owns or operates any of such facilities. Obstructions (other than curbs, driveways, sidewalks, paved areas and landscaping which are permitted) shall not be placed over any service facility provider's facilities without the prior written consent of the provider. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. Relocation of facilities will be done by the service facility provider at the cost of the owner, upon written request. No junction, splice, and other boxes/pedestals, or other above grade utility structures will be located in front of the buildings."

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iv. "Reservation of Village Utility and Drainage Easement.

A permanent and perpetual easement shall be, and is hereby, reserved to, by, and for the exclusive benefit of the Village of Northbrook, its successors and assigns, to survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, replace, alter, remove or abandon in place water, sanitary sewer and storm sewer mains and box culverts together with related attachments, equipment and appurtenances thereto, and for drainage, in, upon, under, along and across the areas designated "Village Utility and Drainage Easement" on this Plat of Vacation. The owner of the abutting property may use the areas designated "Village Utility and Drainage Easement" and the abutting property in any manner that will not prevent or interfere with the exercise by the Village of the rights hereby granted; provided, however, that the owners shall not in any manner disturb, damage, destroy, injure, obstruct or permit to be obstructed the "Village Utility and Drainage Easement" at any time whatsoever without the express prior written consent of the Village Manager or the President and Board of Trustees by ordinance."

v. "Reservation of Water Transmission Main Easement.

A permanent and perpetual easement, 30 feet in width centered over the center line of the existing water transmission main, shall be, and is hereby, reserved to, by, and for the exclusive benefit of the Village of Northbrook, its successors and assigns, to survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, replace, alter, remove or abandon in place a water transmission main together with related attachments, equipment and appurtenances thereto, in, upon, under, along and across the area designated "Water Transmission Main Easement" on this Plat of Vacation. No change shall be made in the finished grade of the land within the "Water Transmission Main Easement," and no construction of any kind whatsoever shall be erected or permitted to exist within the "Water Transmission Main Easement," that in any way impedes the Village's exercise of its rights hereby granted. The owners shall not in any manner disturb, damage, destroy, injure, obstruct or permit to be obstructed the "Water Transmission Main Easement" at any time whatsoever without the express prior written consent of the Village Manager or the President and Board of Trustees by ordinance. Trees, shrubs, fences, and normal landscape plants shall be permitted within the "Water Transmission Main Easement" only with the prior written approval of the Village Manager.

B. Compensation. Prior to the recordation of this Ordinance and the attached Plat of Vacation pursuant to Section 8, the Abutting Owner shall deposit with the Village Clerk the amount of \$696,138, such amount being the agreed fair market value of the Subject Property, together with the costs and expenses incurred by the Village in completing and providing for the vacation of the Subject Property, including specifically, but without limitation, attorney's fees.

Section 6. PLAT OF VACATION.

A Plat of Vacation accurately depicting the Subject Property is attached to this Ordinance as Exhibit B and, by this reference, made a part hereof.

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Section 7.                    OWNERSHIP AND ZONING.

Upon the vacation provided for in Section 4 of this Ordinance becoming effective pursuant to the terms and conditions of this Ordinance, ownership of the Subject Property shall vest in and inure to the benefit of the Abutting Owner. The Subject Property shall continue to be zoned in the C-5 Boulevard Commercial District.

Section 8.                    RECORDATION.

The Village Manager is hereby directed to cause a certified copy of this Ordinance and the Plat of Vacation to be recorded with the office of the Cook County Recorder of Deeds upon satisfaction of the conditions set forth in Section 5 of this Ordinance, which recording shall be conclusive evidence of the satisfaction of such conditions.

Section 9.                    EFFECTIVE DATE.

This Ordinance shall be in full force and effect only upon, and not before the occurrence of the following events:

- A. Passage by a vote of three-fourths of the Trustees, approval, and publication in the manner provided by law; and
- B. Satisfaction of the conditions set forth in Section 5 of this Ordinance; and
- C. Recordation of this Ordinance and the Plat of Vacation with the office of the Cook County Recorder of Deeds.

Unless the events set forth in A, B, and C above occur on or before December 1, 2008, this Ordinance may, at the sole discretion of the Board of Trustees of the Village of Northbrook, by ordinance duly adopted, be revoked and become null and void.

PASSED:        This \_\_\_\_\_ day of \_\_\_\_\_, 2008.

AYES:            ( )

NAYS:            ( )

ABSENT:        ( )

ABSTAIN:        ( )

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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## Exhibit A

### LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PART OF AN AREA COMMONLY KNOWN AS FRONTAGE ROAD (ALSO KNOWN AS HENRICI DRIVE), BEING THAT PART OF BLOCKS 10 AND 11 IN HUGHES-BROWN-MOORE CORPORATION'S RESUBDIVISION OF UNITED REALTY COMPANY'S DUNDEE ROAD SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1927 AS DOCUMENT NUMBER 9692524, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF LOT 2 OF NORTHWOOD EDENS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 2 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 12, 1968 AS DOCUMENT NUMBER 20377823; THENCE ON AN ASSUMED BEARING NORTH 33 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID LOT 2, A DISTANCE OF 97.50 FEET; THENCE NORTH 31 DEGREES 26 MINUTES 00 SECONDS WEST, ALONG A NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 57.12 FEET; THENCE NORTH 64 DEGREES 10 MINUTES 00 SECONDS WEST, ALONG A NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 53.00 FEET; THENCE NORTH 81 DEGREES 34 MINUTES 00 SECONDS WEST, ALONG A NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 139.24 FEET; THENCE WESTERLY ALONG AN ARC CONCAVE TO THE SOUTH HAVING A RADIUS OF 940.00 FEET AN ARC DISTANCE OF 18.98 FEET (THE CHORD OF SAID CURVE HAS A BEARING OF SOUTH 70 DEGREES 41 MINUTES 43 SECONDS WEST FOR A CHORD DISTANCE OF 18.98 FEET); THENCE NORTH 10 DEGREES 53 MINUTES 13 SECONDS EAST A DISTANCE OF 75.94 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID FRONTAGE ROAD (SAID NORTH RIGHT OF WAY LINE IS ALSO THE SOUTHERLY LINE OF LOT 1 IN NORTHWOOD EDENS SUBDIVISION); THENCE EASTERLY ALONG AN ARC CONCAVE TO THE SOUTH HAVING A RADIUS OF 1006.00 FEET AN ARC DISTANCE OF 56.15 FEET (THE CHORD OF SAID CURVE HAS A BEARING OF NORTH 73 DEGREES 55 MINUTES 45 SECONDS EAST FOR A CHORD DISTANCE OF 56.15 FEET) TO THE SOUTHEAST CORNER OF LOT 1 IN NORTHWOOD EDENS SUBDIVISION AFORESAID; THENCE SOUTH 58 DEGREES 08 MINUTES 40 SECONDS EAST A DISTANCE OF 34.84 FEET; THENCE SOUTH 73 DEGREES 16 MINUTES 33 SECONDS EAST A DISTANCE OF 106.29 FEET; THENCE SOUTH 53 DEGREES 29 MINUTES 19 SECONDS EAST A DISTANCE OF 76.98 FEET; THENCE SOUTH 33 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 148.46 FEET TO THE NORTHERLY MOST CORNER OF PREVIOUSLY VACATED FRONTAGE ROAD PER PLAT OF VACATION RECORDED AS DOCUMENT NUMBER 97339612; THENCE SOUTH 55 DEGREES 56 MINUTES 31 SECONDS WEST, ALONG THE NORTHWEST LINE OF PREVIOUSLY VACATED FRONTAGE ROAD AFORESAID, A DISTANCE OF 69.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: (None; Exempt)



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## EXHIBIT G

### FORM OF FINAL PLAT RESOLUTION

#### RESOLUTION NO. 08-R-

(Approving Tentative and Final Plat for 445 Skokie Boulevard Subdivision)  
(Plan Commission Docket No. 07-22)

445 Venture, L.L.C., an Illinois limited liability company, is the owner of ("**Owner**") of a proposed commercial subdivision and development of the property commonly known as 445 Skokie Boulevard as well as a portion of Henrici Drive located east of and adjacent thereto that was vacated by Ordinance No. 08-\_\_\_, all in the C-5 Boulevard Commercial District (collectively, "**Property**"). The Owner proposes to subdivide the Property into two lots that will be used for commercial purposes. The Owner has also requested variations from the Northbrook Subdivision and Development Code (1991), as amended ("**Subdivision Code**") to allow (1) the combined approval of the tentative and final plat of subdivision ("**Final Plat**") for the Property; (2) a waiver from the requirement to install sidewalks on the vacated portion of Henrici Drive; and (3) a waiver from the requirement to bury all overhead utility lines in exchange for payment of a fee-in-lieu. Seafood Illinois Properties, Inc., an Illinois corporation, is the contract purchaser of that portion of the Property to be known as Lot 1, and Evanston Northwestern Healthcare Corporation, an Illinois not-for-profit corporation ("**ENH**"), is the lessee of that portion of the Property to be known as Lot 2 (to have an address of 501 Skokie Boulevard), and each joins with the Owner in consenting to the proposed subdivision.

The Plan Commission held a public hearing, pursuant to public notice, on the requested relief under the Subdivision Code on June 17, 2008. On July 1, 2008 the Plan Commission recommended the approval of the Final Plat in Resolution No. 08-PC-11. Prior to approval of this resolution, the Village President and Board of Trustees approved a subdivision, development and vacation agreement with the Owner in Resolution No. 08-R-\_\_\_ ("**Subdivision Agreement**").

The President and the Board of Trustees have determined that it is in the best interests of the Village and the public to grant approval of the Final Plat for the Property as well as certain variations and waivers from the requirements of the Subdivision Code.

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

#### Section 1. APPROVAL, EXECUTION AND RECORDATION OF FINAL PLAT.

A. Approval of Final Plat. The Final Plat of the 445 Skokie Subdivision, prepared by W.C. Doland Engineering, Inc., consisting of one sheet, with a latest revision date of \_\_\_\_\_, 2008, shall be, and is hereby, approved.

B. Procedural Variation. The Owner shall be, and is hereby, granted a variation to allow the combined approval of the tentative plat and Final Plat for the Property.

C. Waiver from Sidewalk Requirement. The Property shall be, and is hereby, granted a waiver from the requirements of Subsection 4-102 N of the Subdivision Code to install sidewalks along approximately 227 feet of the Property's frontage on that portion of Henrici Drive not vacated by Ordinance No. 08-\_\_\_.



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D. Approval of Fee In Lieu of Burying Utility Lines. The Owner shall be, and is hereby granted a waiver from the requirements of Subparagraph 4-104 F2(d) of the Subdivision Code to bury all utilities for a distance of 285 lineal feet in exchange for payment by ENH of the fee in lieu required by Subparagraph 4-104 F2(d) of the Subdivision Code in the amount of \$28,500.

E. Authorization. The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Final Plat, subject to certification by the Office of the Cook County Clerk that there are no property tax delinquencies, as well as all other certifications as necessary.

F. Recordation. The Village Manager is hereby directed to record said Final Plat with the Office of the Cook County Recorder upon satisfactory completion of all administrative details relating thereto.

Section 2. EFFECTIVE DATE.

The approval and authorization granted in Section 1 of this Resolution shall be, and are hereby, expressly conditioned upon the following:

- A. passage of this Resolution in the manner required by law;
- B. execution of the Subdivision Agreement by all necessary parties;
- C. approval by the Village Engineer of the final engineering plans for the Property as defined in the Subdivision Agreement;
- D. the payment of the fee in lieu required by Section 1.D of this Resolution in the manner required in the Subdivision Agreement; and
- E. compliance by the Owner with all requirements of Ordinance No. 08-\_\_ vacating a portion of Henrici Drive.

PASSED: This \_\_\_ day of \_\_\_\_\_, 2008.

AYES: ( )

NAYS: ( )

ABSENT: ( )

ABSTAIN: ( )

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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## EXHIBIT H

### FORM OF SPECIAL USE PERMIT ORDINANCE

ORDINANCE NO. 08-\_\_

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 SPECIAL PERMITS FOR  
A STRUCTURE IN EXCESS OF 7,500 SQUARE FEET AND IDENTIFICATION SIGNS IN EXCESS  
OF 20 FEET, LOADING SPACE VARIATION AND SITE PLAN APPROVAL

(501 SKOKIE BOULEVARD – LOT 2 OF 445 SKOKIE BOULEVARD SUBDIVISION)  
(PLAN COMMISSION DOCKET NO. 07-22)

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

445 Venture, L.L.C. is the owner (“*Owner*”) of the parcel of real estate commonly known as 445 Skokie, Northbrook, Illinois located in the C-5 Boulevard Commercial District (“*Property*”). On July \_\_\_\_\_, 2008, the Village Board adopted (a) Resolution No. 08-R-\_\_, approving a subdivision, development and vacation agreement between the Village, the Owner and Evanston Northwestern Healthcare Corporation (“*Developer*”) (“*Agreement*”) (b) Ordinance No. 08-\_\_ vacating a portion of Henrici Drive, and (c) Resolution No. 08-R-\_\_, approving a final plat of subdivision and related variations for the Property.

Evanston Northwestern Healthcare Corporation is the lessee (“*ENH*”) of a portion of the Property designated as Lot 2 of the 445 Skokie Boulevard Subdivision (“*Lot 2*”), commonly known as 501 Skokie Boulevard, which includes the vacated portion of Henrici Drive.

ENH and the Owner (collectively, “*Applicant*”) propose to develop Lot 2 with a two-story 24,000 square foot structure to be used as a medical office building. Health Services (Northbrook SIC No. 8000.02) is a permitted use in the C-5 Boulevard Commercial District.

The Applicant has applied for the following special permits and approvals on Lot 2, to allow for (i) the construction, maintenance and use of a structure in excess of 7,500 square feet, and (ii) the construction, maintenance and use of identification signs above 20 feet in height, as well as a variation to reduce the required number of loading spaces from one to zero.

The Village Board of Trustees has determined that granting the relief requested by the Applicant would be in the best interest of the Village and the public.

Section 2. DESCRIPTION OF LOT 2.

Lot 2 consists of approximately 2.24 acres legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance.

**UNOFFICIAL COPY****EXECUTION COPY****Section 3. PLAN COMMISSION.**

A public hearing was duly advertised on May 29, 2008 in the *Northbrook Star* and held at the Plan Commission's regular meeting on June 17, 2008. On July 1, 2008, the Plan Commission recommended, in Plan Commission Resolution No. 08-PC-11, among other things, approval of (i) a special use to allow a structure with a gross floor area greater than 7,500 square feet, (ii) a special use to allow three identification wall signs maintained at a height above 20 feet, and (iii) a variation reducing the number of required loading spaces from one to zero.

**Section 4. SPECIAL PERMITS.**

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, the following special permits shall be, and are hereby, granted to the Applicant for Lot 2, all in accordance with and pursuant to Section 11-602 of the Code and the home rule powers of the Village of Northbrook:

A. New Structure with Gross Floor Area of 7,500 Square Feet or More. A special permit for the construction, use and maintenance of a building with a gross floor area of 7,500 square feet or more (Northbrook SIC No. 9937.00).

B. Identification Signs Over 20 Feet. A special permit for the construction, use and maintenance of three identification signs on Lot 2 with a height of over 20 feet (Northbrook SIC No. 9936.00).

**Section 5. LOADING SPACE VARIATION.**

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, Lot 2 shall be, and is hereby granted a variation to reduce the required number of loading spaces by one space to zero.

**Section 6. SITE PLAN APPROVAL.**

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, the site plan for Lot 2, consisting of Exhibits B through J of this Ordinance, incorporated by reference in Section 7 of this Ordinance, shall be, and is hereby, approved in accordance with and pursuant to Section 11-604 of the Zoning Code and the home rule powers of the Village of Northbrook.

**Section 7. SPECIAL PERMITS, VARIATION AND SITE PLAN CONDITIONS**

The special permits granted in Section 4 of this Ordinance, the variation granted in Section 5 of this Ordinance, and the site plan approval granted in Section 6 of this Ordinance are contingent upon the development, use, and maintenance of Lot 2 being in substantial compliance with the Agreement, as it may from time to time be amended and with the following terms, conditions, and provisions:

A. Compliance with Plans. The development, use, and maintenance of Lot 2 shall be in strict compliance with the following documents and plans, except for minor changes and site work approved by the Director of Building and Development and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village codes, ordinances, and standards:

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- i. ENH Medical Office Building Site Plan, prepared by Eckenhoff Saunders Architects, consisting of one sheet, with a latest revision date of June 6, 2008 attached as Exhibit B and, by this reference, made a part of this Ordinance;
- ii. ENH Medical Office Building Floor Plan, prepared by Eckenhoff Saunders Architects, consisting of two sheets, with a latest revision date of June 6, 2008 attached as Exhibit C and, by this reference, made a part of this Ordinance;
- iii. ENH Medical Office Building Elevations, prepared by Eckenhoff Saunders Architects, consisting of two sheets, with a latest revision date of June 6, 2008 attached as Exhibit D and, by this reference, made a part of this Ordinance;
- iv. ENH Medical Office Sign Plan, prepared by Eckenhoff Saunders Architects, consisting of one sheet, with a latest revision date of June 6, 2008 attached as Exhibit E and, by this reference, made a part of this Ordinance;
- v. ENH Medical Office Tree Survey and Removal Plan, prepared by Teska Associates, Inc., consisting of one sheet, with a latest revision date of June 6, 2008 attached as Exhibit F and, by this reference, made a part of this Ordinance;
- vi. ENH Medical Office Landscape Plan, prepared by Teska Associates, Inc., consisting of one sheet, with a latest revision date of June 6, 2008 attached as Exhibit G and, by this reference, made a part of this Ordinance;
- vii. ENH Medical Office Site Lighting Fixture Schedule and Pole Base Details, prepared by Dickerson Engineering, Inc., consisting of one sheet, with a latest revision date of June 6, 2008 attached as Exhibit H and, by this reference, made a part of this Ordinance, subject to such further revisions as are approved by the Village Engineer;
- viii. ENH Medical Office Photometric Plan, prepared by Dickerson Engineering, Inc., consisting of two sheets, with a latest revision date of June 6, 2008 attached as Exhibit I and, by this reference, made a part of this Ordinance, subject to such further revisions as are approved by the Village Engineer; and
- ix. ENH Medical Office Building Engineering Plans, prepared by W.C. Doland Engineering, Inc., consisting of 9 sheets labeled C1-C9, with a latest revision date of July 16, 2008 attached as Exhibit J and, by this reference, made a part of this Ordinance.

**Section 8. FAILURE TO COMPLY WITH CONDITIONS.**

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permits granted in Section 4 of this Ordinance, the variation granted in Section 5 of this Ordinance, and the site plan approval granted in Section 6 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 permits, the variation and the site plan approval unless it shall first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees. In the event of revocation, the development

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and use of Lot 2 shall be governed solely by the regulations of the C-5 Boulevard Commercial District, as the same may, from time to time, be amended. Further, in the event of such revocation of the special permits, the variation, and the site plan 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. The Applicant acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree 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 the Applicant required by this Section is given.

Section 9. AMENDMENT TO SPECIAL PERMITS, VARIATION AND SITE PLAN APPROVAL.

Any amendment to the special permits granted in Section 4 of this Ordinance, the variation granted in Section 5 of this Ordinance, and the site plan approval granted in Section 6 of this Ordinance that may be requested by the 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.

Section 10. EFFECTIVE DATE.

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

- i. passage by the Village Board of Trustees 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 Agreement;
- iv. the filing by the 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 K**, attached to and, by this reference, made a part of this Ordinance;
- 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; and
- vi. compliance by the Owner with all requirements of Ordinance No. 08-~~0~~ vacating a portion of Henrici Drive.

B. In the event that the Applicant does not file with the Village Clerk fully executed copies of the unconditional agreement and consent required by Subparagraph 10.A.iv of this Ordinance within 90 days after the date of passage of this Ordinance by the Village Board of Trustees, the Village Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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## EXHIBITS LIST

Exhibit A	Legal Description of Lot 2
Exhibit B	ENH Medical Office Building Site Plan
Exhibit C	ENH Medical Office Building Floor Plan
Exhibit D	ENH Medical Office Building Elevations
Exhibit E	ENH Medical Office Sign Plan
Exhibit F	ENH Medical Office Tree Survey and Removal Plan
Exhibit G	ENH Medical Office Landscape Plan
Exhibit H	ENH Medical Office Site Lighting Fixture Schedule and Pole Base Details
Exhibit I	ENH Medical Office Photometric Plan
Exhibit J	ENH Medical Office Final Engineering Plan
Exhibit K	Unconditional Agreement and Consent



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EXHIBIT A

Legal Description of Lot 2

Lot 2 in the 445 Skokie Boulevard Resubdivision, being a resubdivision of Lot 2 of Northwood Edens Subdivision, in the southeast quarter of Section 2, Township 42 North, Range 12, east of the Third Principal Meridian, along with that part of vacated frontage road lying adjacent to said Lot 2, in Cook County, Illinois.

Commonly known as 501 Skokie Boulevard, Northbrook, Illinois.

P.I.N.: 04-02-412-021 (partial)

Property of Cook County Clerk's Office

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## EXHIBIT K

### Unconditional Agreement and Consent

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

WHEREAS, 445 Venture, L.L.C., an Illinois limited liability company is the owner ("**Owner**") and Evanston Northwestern Healthcare Corporation, an Illinois not-for-profit corporation, is the lessee ("**Lessee**") (collectively, the "**Applicant**") of the real estate commonly known as 501 Skokie Boulevard, Northbrook, Illinois ("**Lot 2**"); and

WHEREAS, the Applicant desires to develop Lot 2 and has applied for special permits for Lot 2 to allow for (i) the construction, maintenance and use of a structure in excess of 7,500 square feet, and (ii) the construction, maintenance and use of three identification signs above 20 feet in height, as well as a variation to reduce the required number of loading spaces for Lot 2 by one space to zero; and

WHEREAS, Ordinance No. 08-\_\_ adopted by the President and Board of Trustees of the Village of Northbrook on \_\_\_\_, 2008 ("**Ordinance**"), grants approval of such special permits, the variation, and site plan approval subject to certain conditions for the benefit the Applicant; and

WHEREAS, the 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 and to its recordation against Lot 2;

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

1. The 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. 08-\_\_ adopted by the Village Board of Trustees on \_\_\_\_, 2008.
2. The 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 Lot 2 or the issuance of any permits for the use and development of Lot 2 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 the Applicant against damage or injury of any kind and at any time.
3. The 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 the Applicant required by Section 8 of the Ordinance is given.
4. The 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

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development, construction, maintenance, and use of Lot 2, and (d) the performance by the Applicant of its respective obligations under this Unconditional Consent and Agreement.

- 5. The 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.
- 6. The Owner consents to the terms, conditions, and limitations set forth in the Ordinance as they apply to Lot 2 and to the recording of this Ordinance with the Office of the Cook County Recorder.

ATTEST:

**445 VENTURE, L.L.C.**, an Illinois limited liability company

\_\_\_\_\_

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

Its: \_\_\_\_\_

**SUBSCRIBED and SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

ATTEST:

**EVANSTON NORTHWESTERN HEALTHCARE CORPORATION**, an Illinois not-for-profit corporation

\_\_\_\_\_

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

Its: \_\_\_\_\_

**SUBSCRIBED and SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

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## EXHIBIT I

### FORM OF IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ AMOUNT: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

\_\_\_\_\_  
[Name of Bank]

\_\_\_\_\_  
[Address]

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

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the \_\_\_\_\_ UP TO AN AGGREGATE AMOUNT OF \_\_\_\_\_  
United States Dollars (\$ \_\_\_\_\_) for account of \_\_\_\_\_  
\_\_\_\_\_ ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under \_\_\_\_\_  
Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_

and shall be in the form attached hereto as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager, an individual designated as acting Village Manager, or the Assistant Village Manager:

(a) A written statement on the form attached hereto as Exhibit "B" stating that, conditioned upon proper notice to the Northbrook Village Manager, Letter of Credit No. \_\_\_\_\_ will expire within 35 days or less and that the Customer has failed to deliver to the Northbrook Village Manager evidence of a renewal of Letter of Credit No. \_\_\_\_\_; or

(b) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the Improvements required to be constructed pursuant to Section 5 of the Subdivision and Development Agreement dated \_\_\_\_\_, 2008 by, between and among the Village of Northbrook, \_\_\_\_\_, a \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_ ("Subdivision Agreement"), have not been constructed in accordance with the Subdivision Agreement; or

(c) A written statement on the form attached hereto as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid by the Customer

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to the Village pursuant to the Subdivision Agreement have not been paid in accordance with the Subdivision Agreement; or

(d) A written statement on the form attached hereto as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to Section 5 of the Subdivision Agreement has not been performed in accordance with the Subdivision Agreement; or

(e) A written statement on the form attached hereto as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Subdivision Agreement have not been performed in accordance with the Subdivision Agreement.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 500" ("UNIFORM RULES"). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

WE HEREBY AGREE with the drawers of drafts drawn under and in compliance with the terms of this Letter of Credit, that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the drawees if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date.
2. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse hereof by our bank.
3. If, within three days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Village of Northbrook in enforcing the terms hereof.
4. This Letter of Credit shall expire on \_\_\_\_\_, 20\_\_\_\_, as stated hereinabove; provided, however, that we shall notify the Northbrook Village Manager by certified mail, return receipt requested, at least 35 days, but not more than 90 days, prior to said expiration date, that this Letter of Credit is about to expire.
5. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.
6. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.
7. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Northbrook Village Manager stating that such aggregate

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amount shall be reduced in an amount permitted by the Northbrook Subdivision and Development Code because of the satisfactory completion of all or part of the Improvements required to be constructed pursuant to Section 5 of the Subdivision Agreement.

8. This Letter of Credit is irrevocable.

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Officer's Title]

\_\_\_\_\_  
[Officer's Title]

Property of Cook County Clerk's Office



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## EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ will expire within 35 days or less and that \_\_\_\_\_ has failed to deliver to the Northbrook Village Manager evidence of a renewal of Letter of Credit No. \_\_\_\_\_.

Very truly yours,

\_\_\_\_\_  
Northbrook Village Manager

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**EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the Improvements required to be constructed pursuant to Section 5 of the Subdivision and Development Agreement dated \_\_\_\_\_ 2008, by, between and among the Village of Northbrook, \_\_\_\_\_, a \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_, have not been constructed in accordance with said agreement.

Very truly yours,

\_\_\_\_\_  
Northbrook Village Manager

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## EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No.

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant the Subdivision and Development Agreement dated \_\_\_\_\_ 2005, by, between and among the Village of Northbrook, \_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_, have not been paid in accordance with said agreement.

Very truly yours,

\_\_\_\_\_  
Northbrook Village Manager

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## EXHIBIT "E" TO IRREVOCABLE LETTER OF CREDIT

To: \_\_\_\_\_

Attn: \_\_\_\_\_

Re: \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any portion of the maintenance, repair or restoration required to be performed pursuant to the Subdivision and Development Agreement dated \_\_\_\_\_ 2008, by, between and among the Village of Northbrook, \_\_\_\_\_, a \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_, has not been performed in accordance with the Subdivision Agreement.

Very truly yours,

\_\_\_\_\_  
Northbrook Village Manager

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**EXHIBIT "F" TO IRREVOCABLE LETTER OF CREDIT**

To: \_\_\_\_\_

Attn: \_\_\_\_\_

Re: \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any portion of the Customer's undertakings pursuant the Subdivision and Development Agreement dated \_\_\_\_\_ 2008, by, between, and among the Village of Northbrook \_\_\_\_\_, a \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_, have not been performed in accordance with the Subdivision Agreement.

Very truly yours,

\_\_\_\_\_  
Northbrook Village Manager

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**UNOFFICIAL COPY****EXECUTION COPY****EXHIBIT J****FORM OF TRANSFeree ASSUMPTION AGREEMENT**

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by, between and among [OWNER] ("*Owner*"), [TRANSFEREE] ("*Transferee*") and the Village of Northbrook, Illinois, an Illinois home rule municipal corporation ("*Village*").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain real estate sale contract dated \_\_\_\_\_ 200\_\_, the Transferee agreed to purchase from the Owner certain real property situated in Cook County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("*Property*"); and

**WHEREAS**, following the conveyance of the Property by the Owner, the Transferee will be the legal owner of the Property; and

**WHEREAS**, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Subdivision, Development and Vacation Agreement, dated as of \_\_\_\_\_, 200\_\_, and recorded in the Office of the Cook County Recorder on \_\_\_\_\_ 200\_\_, as Document No. \_\_\_\_\_, by, between and among the Village, \_\_\_\_\_, a \_\_\_\_\_, and \_\_\_\_\_, as amended from time to time ("*Subdivision Agreement*");

**NOW, THEREFORE**, in consideration of the agreement of the Owner to convey the Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Owner and the Transferee as follows.

1. **Recitals**. The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Subdivision Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner of the Property.



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3. **Assurances of Financial Ability.** Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Manager the performance security required by Section 10 of the Subdivision Agreement. Upon execution of this Agreement by the Village and deposit with the Village Manager of the required performance security, the Village shall surrender the original performance security to the Owner. In addition, and not in limitation of the foregoing, the Transferee shall, upon the request of the Village, provide the Village with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may, from time to time, require.

4. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Subdivision Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. **Acknowledgment and Release of Transferor.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Subdivision Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner from any personal liability for failure to comply with the terms, requirements and obligations of the Subdivision Agreement.

6. **Trustee Exculpation.** This Agreement is executed by [Bank], not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by [Bank] are undertaken by it solely as Trustee as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trustee by reason of any of the terms, provisions, stipulations, covenants, conditions and/or statements contained in this Agreement. Any such liability shall be asserted instead against [the property contained in Trust Number \_\_\_\_\_ or the beneficiaries thereof or against] the other signatories hereof or their successors.]

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[SIGNATURES APPEAR ON THE NEXT PAGE]

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

ATTEST:

**VILLAGE OF NORTHBROOK**

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President

ATTEST:

**[OWNER]**

\_\_\_\_\_

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

ATTEST:

**[TRANSFeree]**

\_\_\_\_\_

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

Its: \_\_\_\_\_

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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, the Village President of the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation, and by \_\_\_\_\_, the Village Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

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

SEAL

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, President of **TRANSFEREE**, and \_\_\_\_\_, Secretary of said \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

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

SEAL

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, President of **NAME OF OWNER OR OWNERS**, as **NATURE OF OWNERSHIP**.

\_\_\_\_\_  
Signature of Notary

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

SEAL

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BOX 337

RESOLUTION NO. 08-R-107

(Approving Subdivision, Development and Vacation Agreement for 445 Skokie Boulevard Subdivision)

445 Venture, L.L.C., an Illinois limited liability company, is the owner ("**Owner**") of a proposed commercial subdivision and development of the property commonly known as 445 Skokie Boulevard, Northbrook, Illinois ("**Property**"), which Property has frontage on Henrici Drive. The Owner has requested that a portion of Henrici Drive be vacated and the Property, with the consent of the Village, be subdivided into two (2) lots of record, each to be developed with one commercial structure, in accordance with the regulations in the C-5 Boulevard Commercial District. The Owner has agreed to pay to the Village the appraised value of the vacated right-of-way.

The Owner has requested combined approval of the tentative and final plat of subdivision ("**Final Plat**") for the Property and certain related variations.

Pursuant to public notice, a public hearing was held by the Northbrook Plan Commission on June 17, 2008 to consider the Owner's request for: (i) approval of the subdivision of the Property into two new lots in the C-5 Boulevard Commercial District; (ii) a procedural variation to authorize the approval of both a tentative and final plat; (iii) a special permit to allow a new structure with a gross floor area greater than 7,500 square feet; (iv) a special permit to allow wall signs above the permitted maximum district height; (v) a variation to reduce the required number of loading spaces from one to zero; and (vi) any other zoning and subdivision relief as may be necessary to accomplish the subdivision and development of the Property. The Plan Commission recommended approval of the subdivision, approval of the tentative and final plats, and the granting of the special permits and variation on July 1, 2008, in its Resolution No. 08-PC-11.

Evanston Northwestern Healthcare Corporation, an Illinois not-for-profit corporation, is the lessee ("**Developer**") of a portion of the Property ("**Lot 2**") and intends to develop Lot 2 with a medical office building and certain necessary and required improvements.

The Village has negotiated with the Owner and the Developer a subdivision, development and vacation agreement ("**Subdivision Agreement**") pursuant to which the Property is to be developed. The President and Board of Trustees have considered the Subdivision Agreement and find and determine that it is in the best interest of the Village and the public to approve the Subdivision Agreement. These matters pertain to the Village's government and affairs and are approved pursuant to the Village's home rule powers under the Illinois Constitution of 1970.

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:

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Section 1. APPROVAL OF SUBDIVISION AGREEMENT.

The Subdivision Agreement by, between and among the Village, 445 Venture, L.L.C. and Evanston Northwestern Healthcare Corporation shall be, and is hereby, approved in substantially the form attached hereto as Exhibit A.

Section 2. EXECUTION OF SUBDIVISION AGREEMENT.

The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Subdivision Agreement upon receipt of at least three copies fully executed by the Owner, the Developer and any other person or entities whose consent is required.

Section 3. RECORDATION OF SUBDIVISION AGREEMENT.

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

Section 4. EFFECTIVE DATE.

The approval of this Resolution shall be effective following approval by a majority of the corporate authorities in the manner required by law.

- PASSED: This 22nd day of July, 2008.
- AYES: (5) Trustees Frum, Karagianis, Buehler, Scolaro and Heller
- NAYS: (0)
- ABSENT: (1) Trustee Kole
- ABSTAIN: (0)

/s/ Eugene Marks  
Village President

ATTEST:

/s/ Debra J. Ford  
Village Clerk

# 5466772\_v6

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

7/29/08  
Date

Debra J. Ford  
Village Clerk



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**EXHIBIT  
FORWARD  
TO PLAT COUNTER  
FOR SCANNING**

Doc#: 0821416034 Fee: \$152.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/01/2008 11:38 AM Pg: 1 of 59