

# UNOFFICIAL COPY



Doc#: 0921710033 Fee: \$80.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/05/2009 01:49 PM Pg: 1 of 23

**BOX 337**

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ORDINANCE NO. 09-22

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AN ORDINANCE GRANTING A SPECIAL PERMIT FOR  
A DRIVE-THROUGH FACILITY ACCESSORY TO AN EATING PLACE  
AND SITE PLAN APPROVAL

(McDONALD'S - 200 SKOKIE BOULEVARD)  
(PLAN COMMISSION DOCKET NO. 09-01)

Passed by the Board of Trustees, March 24, 2009

Printed and Published, March 25, 2009

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

VILLAGE OF NORTHBROOK  
COOK COUNTY, ILLINOIS

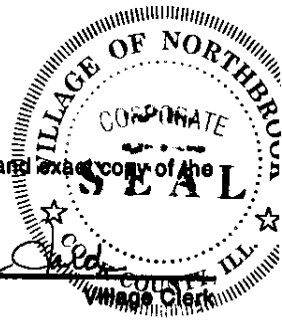
I hereby certify that this document  
was properly published on the date  
stated above.

/s/ Debra J. Ford  
Village Clerk

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

7-30-09  
Date

Debra J. Ford  
Village Clerk



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## ORDINANCE NO. 09-22

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

### AN ORDINANCE GRANTING A SPECIAL PERMIT FOR A DRIVE-THROUGH FACILITY ACCESSORY TO AN EATING PLACE AND SITE PLAN APPROVAL

(McDONALD'S – 200 SKOKIE BOULEVARD)  
(PLAN COMMISSION DOCKET NO. 09-01)

shall be, and is hereby, adopted as follows:

#### Section 1. BACKGROUND.

McDonald's USA, LLC, a Delaware limited liability company ("**Developer**"), intends to enter into a lease for that certain parcel of real estate, commonly known as 200 Skokie Boulevard, as well as two small adjacent parcels that lie in between the parcel and the Skokie Boulevard right of way (collectively, "**Property**"), all of which are located in the C-5 Boulevard Commercial District. The Developer proposes to consolidate the Property into one lot and develop it as a McDonald's restaurant ("**Restaurant**") with an accessory drive-through facility ("**Facility**"). The property is owned by Chicago Title & Trust Company under trust agreement dated April 1, 1969 and known as Trust No. 53453 ("**Owner**"). The beneficiaries of the trust are Arnold S. Root and Robert A. Root. The Owner has consented to the Developer's application.

On March 24, 2009, the Board of Trustees adopted Resolution No. 09-R-40, approving a Plat of Consolidation for the Property ("**Plat of Consolidation**").

The Developer has requested: (1) a special permit to operate a drive-through facility accessory to an eating place; and (2) site plan approval (collectively, "**Requested Relief**").

The President and the Board of Trustees hereby find that granting the Requested Relief to the Developer would be in the best interests of the Village and the public.

#### Section 2. DESCRIPTION OF THE PROPERTY.

The Property consists of approximately 1.6 acres legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance.

#### Section 3. PUBLIC MEETINGS AND HEARINGS.

Pursuant to public notice published in the Northbrook Star on January 15, 2009, a public hearing was held by the Plan Commission on February 3, 2009 to consider the Developer's request for the Requested Relief. The Plan Commission recommended that the President and the Board of Trustees approve the Requested Relief for the Property on February 17, 2008 (Resolution No. 09-PC-02). On the Plan Commission's recommendation, the Architectural Control Commission reviewed the landscaping as well as building and site designs for the proposed McDonald's at its February 16, 2009 meeting.

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## Section 4. SPECIAL PERMIT.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, a special permit for a drive-through facility accessory to an eating place (Northbrook SIC Code No. 9980.00) shall be, and is hereby, granted to the Developer for the Property, in accordance with and pursuant to Section 11-602 of the Zoning Code.

## Section 5. SITE PLAN APPROVAL.

Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the Site Plan for the Property, consisting of **Exhibit B** of this Ordinance, incorporated by reference in Section 6 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.

## Section 6. SPECIAL PERMITS, VARIATION AND SITE PLAN CONDITIONS

The special permit granted in Section 4 and the site plan approval granted in Section 5 of this Ordinance are contingent upon the development, use, and maintenance of the Property being in substantial compliance with the following terms, conditions, and provisions:

A. Compliance with Plans. The development, use, and maintenance of the Property 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:

1. McDonald's Site Plan, prepared by Watermark Engineering Resources, Ltd., consisting of one (1) sheet, with a latest revision date of February 9, 2009, attached as **Exhibit B** and, by this reference, made a part of this Ordinance;
2. McDonald's Landscape Plan, prepared by Watermark Engineering Resources, Ltd., consisting of two (2) sheets, with a latest revision date of March 24, 2009, attached as **Exhibit C** and, by this reference, made a part of this Ordinance;
3. McDonald's Sign Plan, prepared by Everbrite Identity Systems Division, consisting of six (6) sheets, with a latest revision date of February 20, 2009, attached as **Exhibit D** and, by this reference, made a part of this Ordinance;
4. McDonald's Elevations, prepared by McDonald's USA, LLC, consisting of two (2) sheets, with a print date of February 25, 2009, attached as **Exhibit E** and, by this reference made a part of this Ordinance
5. Final Engineering Plans approved pursuant to Subsection 6.B of this Ordinance.

B. Review and Approval of Engineering Plans. As of the date of adoption of this Ordinance, the Developer has submitted, and the Village Engineer has approved, certain preliminary engineering plans for the Property, entitled "McDonald's Preliminary Engineering Plan," prepared by

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Watermark Engineering Resources, Ltd., consisting of one (1) sheet, with a latest revision date of February 9, 2009, a copy of which is attached as **Exhibit F**, and by this reference, made a part of this Ordinance. The Developer shall submit to the Village Engineer for his review, acceptance and approval, final engineering plans for the Property that shall be in substantial conformance with the preliminary engineering plan and all applicable codes, ordinances, rules and regulations, including without limitation the Village Standards and Specifications for Public and Private Improvements (1990), as amended. If the Final Engineering Plans for the Property show that any portion of the stormwater detention facilities are located outside of the easement for stormwater detention granted on the Plat of Consolidation, the Developer shall take all actions and pay all costs and expenses necessary to have the Plat of Consolidation amended so that the easement for stormwater detention completely encompasses the final location of the stormwater detention facilities.

C. No Construction Prior to Final Approvals. Unless otherwise approved by the Village Manager, no construction, improvement or development of any kind shall be permitted on any portion of the Property unless and until this Ordinance is effective pursuant to Section 9 and recorded by the Village in the Office of the Cook County Recorder, and the Final Engineering Plans are approved, pursuant to Subsection 6.B of this Ordinance.

D. Hours of Operation of the Drive-Through Facility. The Facility authorized by the special permit granted in Section 4 of this Ordinance shall be permitted to operate 24 hours a day. After the Facility has been in operation for one year, the Village Board shall have the right to review and revise these hours of operation after first providing the Developer with one month's advance written notice and an opportunity to be heard at a regular meeting of the Board of Trustees. However, the Village Board may not require an hour of opening that is later than 5 a.m. or an hour of closing that is earlier than 11 p.m.. Any revision to the hours of operation shall be made by ordinance duly adopted without any further process or proceeding, except as provided for in this Section 6.D.

## Section 7. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Developer to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 4 and the site plan approval granted in Section 5 of this Ordinance shall, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees may not so revoke the special permits and the site plan approval unless it shall first provide the Developer with two months' advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the 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 permit 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 Developer acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Developer required by this Section has been given.

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## Section 8. AMENDMENT.

Any amendment to any provision of this Ordinance that may be requested by the Developer 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 Zoning Code for amendment of special permit uses.

## Section 9. 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. filing by the Developer 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 G**, attached to and, by this reference, made a part of this Ordinance;
  - iv. filing by the Owner with the Village Clerk of an unconditional agreement and consent to the recordation of this Ordinance and any amendment to the plat of consolidation that may be required pursuant to Section 6.B of this Ordinance. Said unconditional agreement and consent shall be in the form of **EXHIBIT H**, attached to and, by this reference, made a part of this Ordinance;
  - v. delivery of a copy of a valid and effective lease between the Developer and the Owner of the Property to the Village Clerk; and
  - vi. recordation of this Ordinance together with such exhibits as the Village Clerk deems appropriate for recordation in the Office of the Cook County Recorder by the Village.

B. In the event that the Developer and the Owner do not file with the Village Clerk fully executed copies of the unconditional agreements and consents required by Subparagraphs 9.A.iii and 9.A.iv and 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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PASSED: This 24th day of March, 2009.

AYES: (6) Trustee Frum, Karagianis, Buehler, Scolaro, Heller, and Kole

NAYS: (0)

ABSENT: (0)

ABSTAIN: (0)

/s/ Eugene Marks

Village President

ATTEST:

/s/ Debra J. Ford

Village Clerk

# 6119824\_v6

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## EXHIBITS LIST

Exhibit A	Legal Description of Property
Exhibit B	McDonald's Site Plan
Exhibit C	McDonald's Landscape Plan
Exhibit D	McDonald's Sign Plan
Exhibit E	McDonald's Elevations
Exhibit F	McDonald's Preliminary Engineering Plan
Exhibit G	Developer's Unconditional Agreement and Consent
Exhibit H	Owner's Unconditional Agreement and Consent

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## EXHIBIT A

### Legal Description of Property

#### PARCEL 1:

THAT PART OF THE SOUTH 50 FEET OF LOT 83 LYING WEST OF THE SOUTHWESTERLY LINE OF SKOKIE BOULEVARD, AND THE SOUTH 50 FEET OF LOTS 84 TO 88, BOTH INCLUSIVE, AND ALL OF LOTS 93 TO 97, BOTH INCLUSIVE, AND THOSE PARTS OF LOTS 98 AND 99 LYING WESTERLY OF THE SOUTHWESTERLY LINE OF SKOKIE BOULEVARD, AND VACATED CONNECTICUT AVENUE LYING ADJOINING TO AND SOUTH OF LOTS 93 TO 99, BOTH INCLUSIVE, ALL IN MANUS NORTH SHORE TERRACE, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

ALL THAT PART OF ATLANTIC AVENUE LYING NORTH OF THE SOUTH LINE OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING EAST OF THE EAST LINE OF LOT 99 AND SAID EAST LINE EXTENDED SOUTH, IN MANUS NORTH SHORE TERRACE SUBDIVISION, A SUBDIVISION IN THE NORTH WEST QUARTER OF AFORESAID SECTION 2 AND LYING SOUTH OF THE SOUTHWESTERLY LINE OF SKOKIE HIGHWAY, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF SKOKIE HIGHWAY, IN COOK COUNTY, ILLINOIS.

Commonly known as: 200 Skokie Boulevard, Northbrook, Illinois

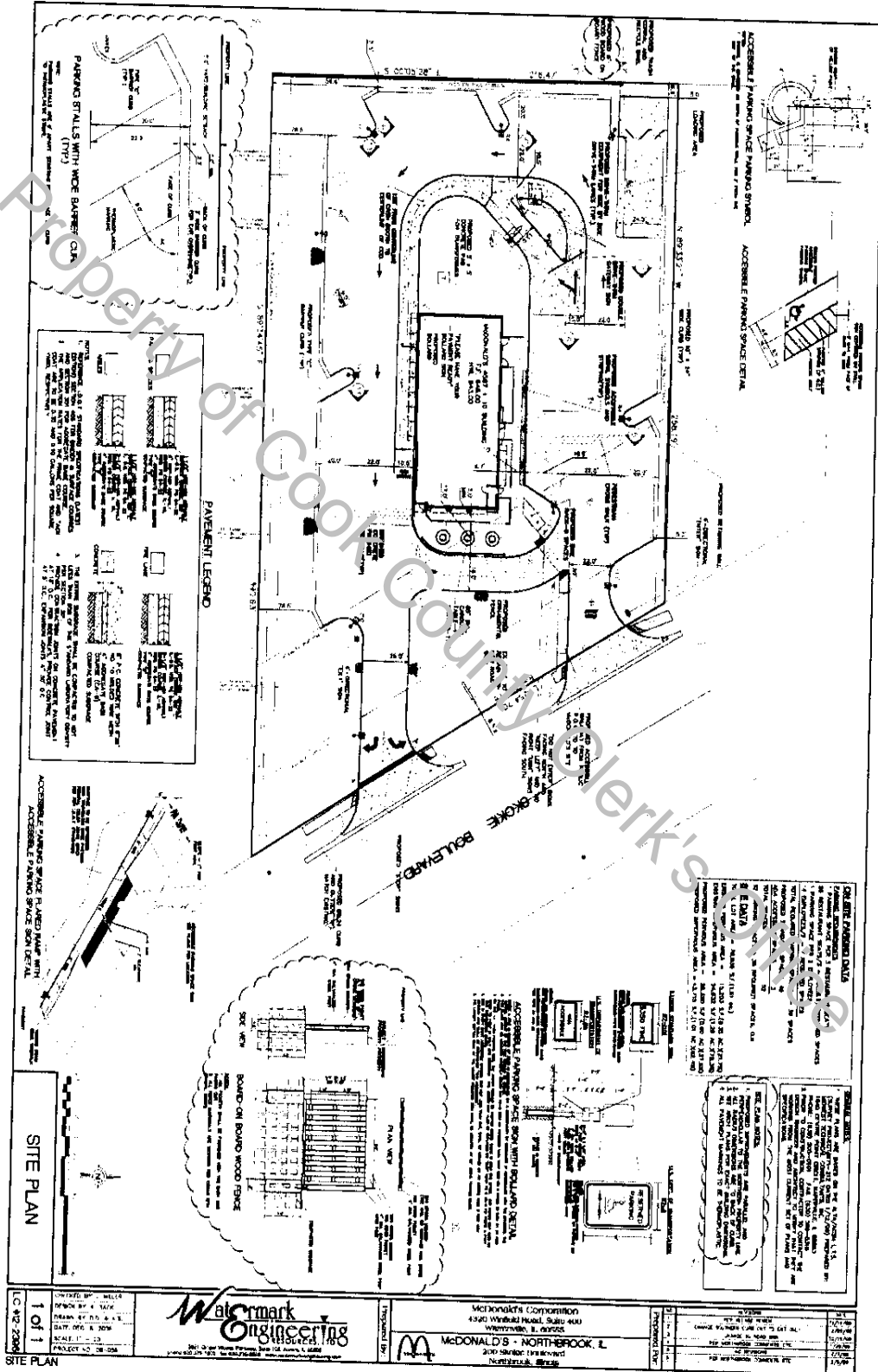
P.I.N.s: 04-02-107-010, 04-02-107-011, 04-02-107-016, 04-02-107-017, 04-02-107-018, 04-02-107-019, 04-02-107-020, 04-02-107-021, 04-02-107-022 (partial), 04-02-107-023 (partial), 04-02-107-024 (partial), 04-02-107-025 (partial), 04-02-107-026 (partial), 04-02-107-027 (partial)



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## EXHIBIT B

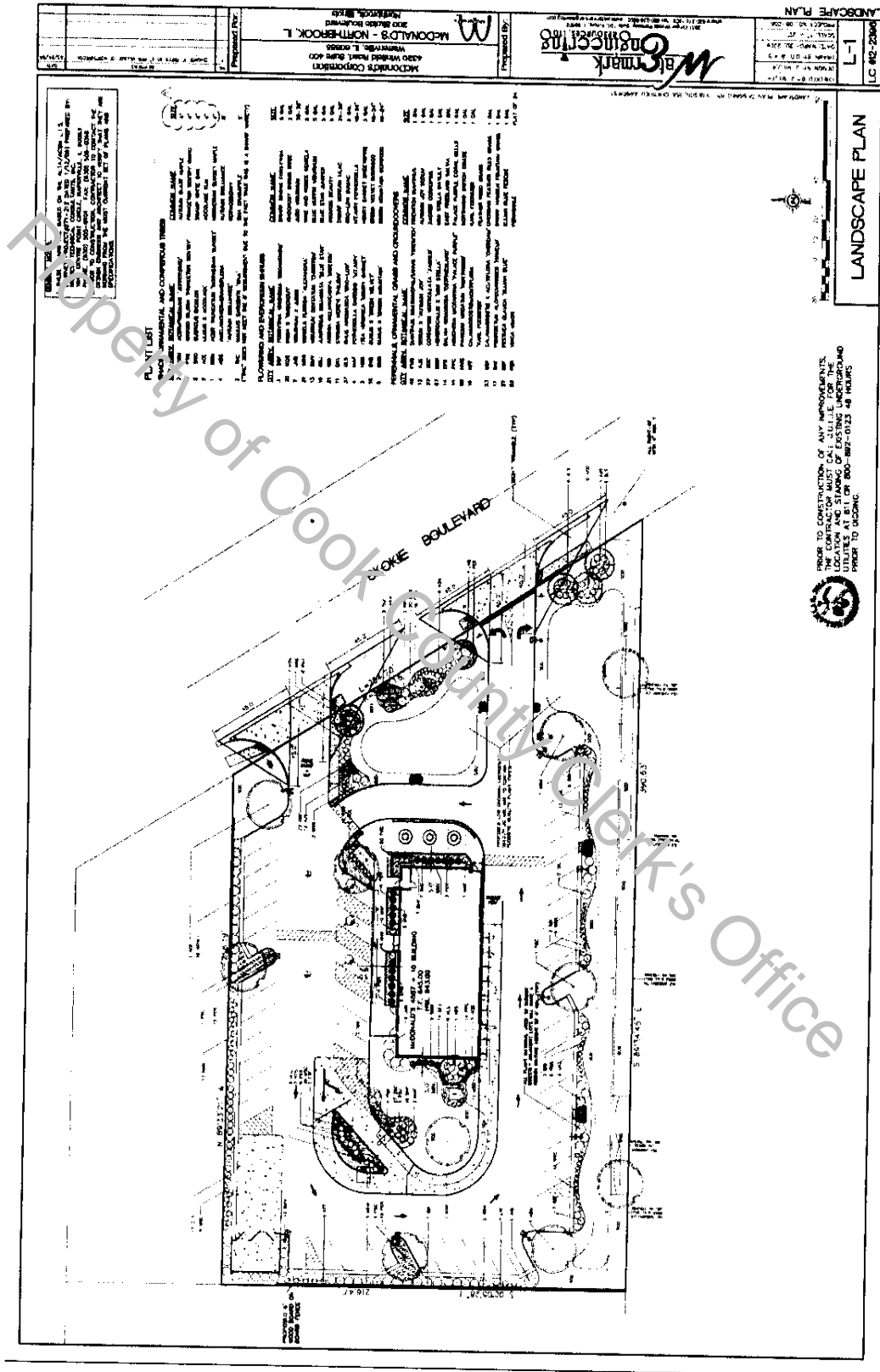
### McDonald's Site Plan



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## EXHIBIT C

### McDonald's Landscape Plan



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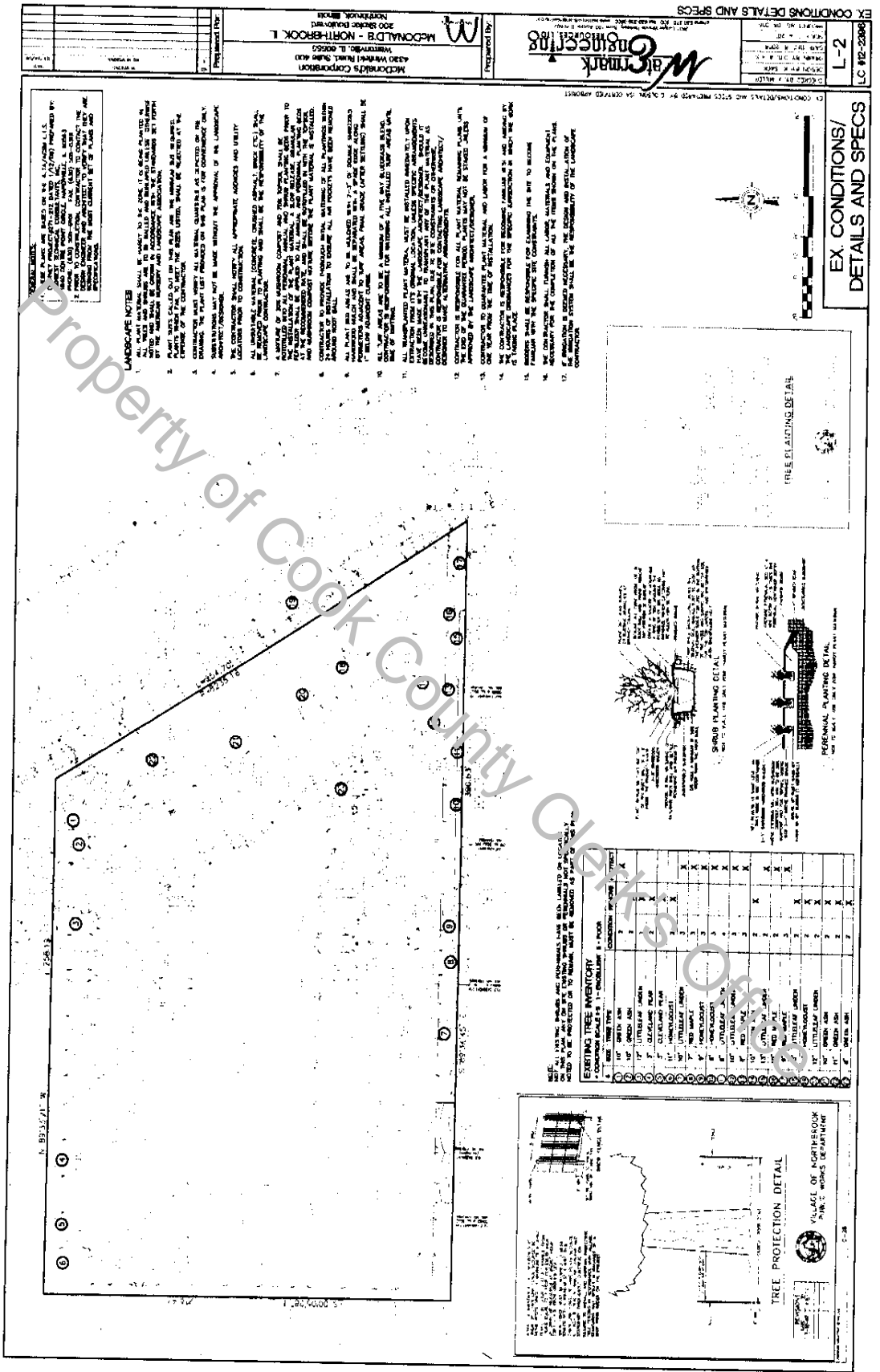


Exhibit C  
Page 2

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## EXHIBIT D

### McDonald's Sign Plan


**Everbrite**  
IDENTITY SYSTEMS DIVISION  
SALES SERVICE  
 315 Mar on Avenue, South Milwaukee, WI 53172 Phone:  
 888-357-4073 Fax: 877-430-7383

### McDonald's Signage Calculations

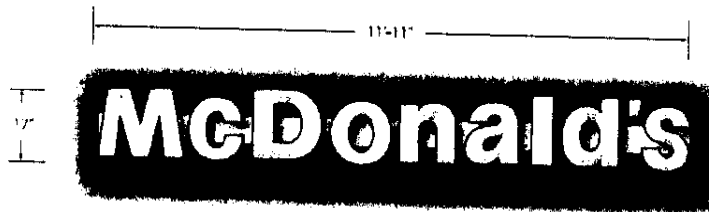
Site: ME7724  
 Address: 200 SKOKIE BLVD  
 City, St Zip: NORTHBROOK, IL

<u>Road Sign/Monument Sign</u>	<u>Qty Proposed</u>	<u>Length (inches)</u>	<u>Height (inches)</u>	<u>Boxed Sq. Feet</u>	<u>Total</u>	<u>OAH</u>
Flag Mount Sign	1	108.00	132.00	99.00	99.00	20'
<b>Building Signage</b>					<b>ID Signage Total</b>	<b>99.00</b>
<b>Front Elevation</b>						
Illum. Letterset on Raceway	1	143.00	17.00	16.88	16.88	N/A
Illuminated Building Arch 42"	1	48.00	42.00	14.00	14.00	N/A
<b>Non Drive-Thru Elevation</b>						
Illuminated Building Arch 42"	1	48.00	42.00	14.00	14.00	N/A
<b>Drive-Thru Elevation</b>						
Illuminated Building Arch 42"	1	48.00	42.00	14.00	14.00	N/A
<b>Building Signage Total</b>					<b>58.88</b>	
<b>Other Signage on Site</b>						
Directional Sign w/o Arch	2	36.50	15.50	3.93	7.86	3'-3.5"
Welcome Awning Copy	1	44.75	8.38	2.60	2.60	N/A
Order Here Canopy Copy	2	72.00	8.00	4.00	8.00	N/A
Drive-Thru WPG Copy	2	68.00	8.00	3.78	7.56	N/A
Window Position Signs	2	36.00	10.00	2.50	5.00	N/A
Drive Thru Bollard	2	17.00	18.00	2.13	4.25	4'-2"
FP43-3FA Menuboard w/Flip	2	99.00	63.50	43.66	87.31	6'-9.5"
<b>Other Signage Total</b>					<b>122.58</b>	

2/20/2009

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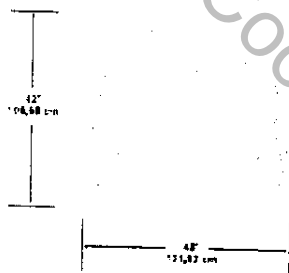
A - 17" INDV. NEON LETTERSET ON RACEWAY (QTY 1-FRONT ELEVATION):



RACEWAY TO BE PAINTED TO MATCH BLENDING

Size: 11'-11" x 17" H x 11" W  
 Type: Raceway  
 Illumination: Neon  
 Electrical: 4A amps  
 Transformer: 2-475V/30  
 Ship Weight: 264 lbs.

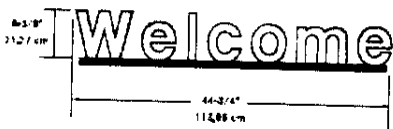
B - 42" ARCH (QTY 3-FRONT, D/T, & NON-D/T ELEVATIONS):



Illumination: LED  
 Electrical: 120V/3Amps  
 Ballast: 4-1000  
 Ship Weight: 110 lbs.

LED version available soon

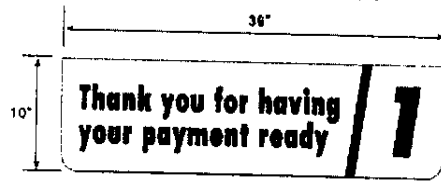
C - WELCOME LETTERS (QTY 1-NON D/T ELEVATIONS)



Illumination: LED  
 Ship Weight: 10 lbs.  
 Other: 24" track lighting  
 4" x 1" x 1" letters

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## D - WINDOW POSITIONS SIGN (QTY 2-D/T ELEVATION)



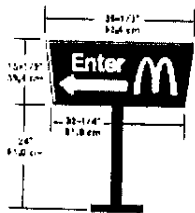
Window 1

■ Illumination: None  
 ■ Ship Weight: 1.5 lbs  
 ■ Other:

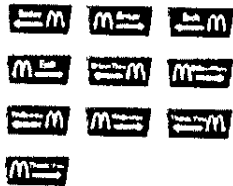


Window 2

## E - DIRECTIONAL SIGNS (QTY 2)



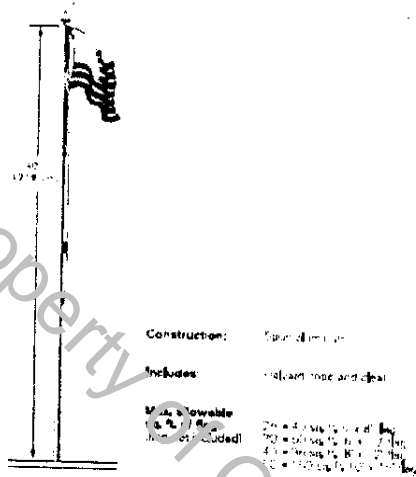
■ Illumination: None  
 ■ Orientation: Vertical  
 ■ Weight: 2.0 lbs  
 ■ Material: 304 Stainless Steel  
 ■ Ship Weight: 2.0 lbs  
 ■ Other: None



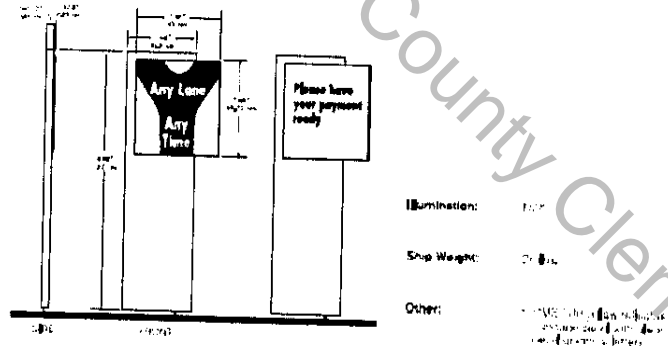
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F - 40' FLAG POLE W/FLOOD LIGHT (QTY 1)

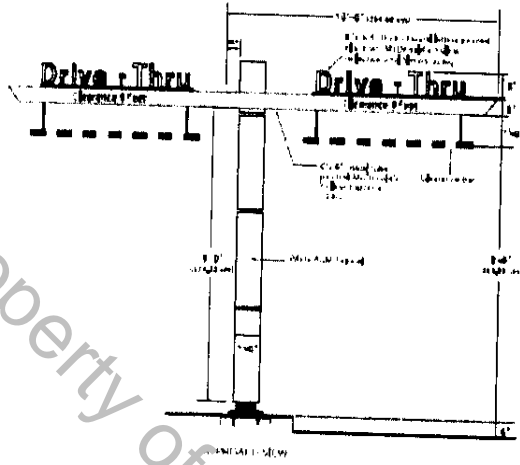


G - BOLLARD SIGN (QTY 2)



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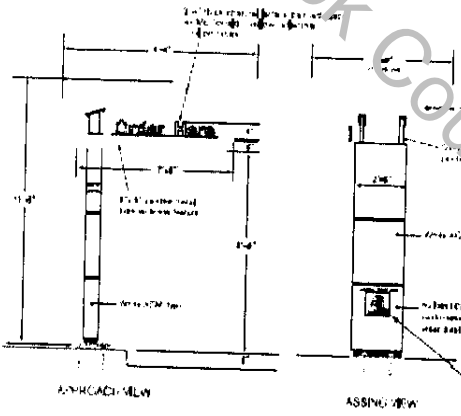
## H - DOUBLE WELCOME POINT GATEWAY (QTY 1)



- Illumination:** N/A
  - Ship Weight:** 140 lbs.
  - Other:**
    - Fully illuminated, backlit sign with color, weather resistant, and tamper proof.
    - Available in black.
- Notes: 1. Dimensions are in feet and inches.

## I - TWIN POLE CANOPY WITH CLADDING AND LCD COD (QTY 2)

LCD Confirmation Order Display



- Illumination:** LED (NOT REQUIRED)
- Electrical:** 120V/60Hz
- Mount:** 1/2" x 1/2" x 1/2"
- Ship Weight:** 110 lbs.
- Other:**
  - Available with 12" LCD COD.
  - Canopy (hinged) swing away of 180 degrees.
  - The LCD COD is mounted on the canopy and is visible from the driver's side.



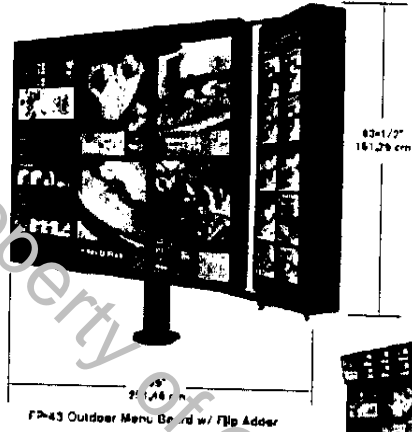
1 - LCD Confirmation Order Display

Property of Cook County Clerk's Office

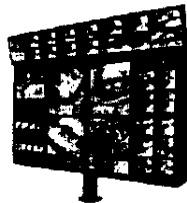


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## J - FP43 3-COLUMN MENU BOARD AND FLIP ADDER (QTY 2)



FP43 Outdoor Menu Board w/ Flip Adder



OPTIONAL  
FP43 Outdoor Menu Board w/ Topper

- Enumeration:**
  - FP43-100-0000-00
  - FP43-100-0000-01
  - FP43-100-0000-02
  - FP43-100-0000-03
- Electrical:**
  - 100 Amps or less (dependent on use)
  - 240V AC/30A
- Material:**
  - Aluminum, 4800 Series/2024
  - Aluminum, 2024 T3
  - Aluminum, 6061 T6
- Ship Weight:**
  - 275 lbs.
- Other:**
  - \* Modular design allows increased flexibility
  - \* Adjustable for use with existing menu boards
  - \* Includes 4 x 10 ft. optional menu board for easy menu installation
  - \* Includes 1/2\"/>

## K - ROAD SIGN, 20' OAH (QTY 1) (SEE SEPARATE ATTACHED SCALED RENDERING)

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## EXHIBIT E

### McDonald's Elevations

Architectural elevations of a McDonald's building. The drawing includes a 'NON-OPENING THRU ELEVATION' on the left and a 'FRONT ELEVATION' on the right. The drawings show a long, narrow structure with multiple windows and doors. A large watermark 'Property of Coj. County Clerk's Office' is overlaid diagonally across the drawings.

DATE	DESCRIPTION

SCALE	AS SHOWN
PROJECT	

<b>M. McDonald's USA, LLC</b>	
<small>McDonald's USA, LLC is a registered trademark of McDonald's USA, LLC. All other trademarks are the property of their respective owners. This drawing is for informational purposes only and does not constitute an offer of any financial product or service. The information contained herein is not intended to be used for any purpose other than that for which it was prepared. The information contained herein is not intended to be used for any purpose other than that for which it was prepared.</small>	

A2.0
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REAR ELEVATION

DRIVE THRU ELEVATION

STRUCTURAL NOTE

A2.1

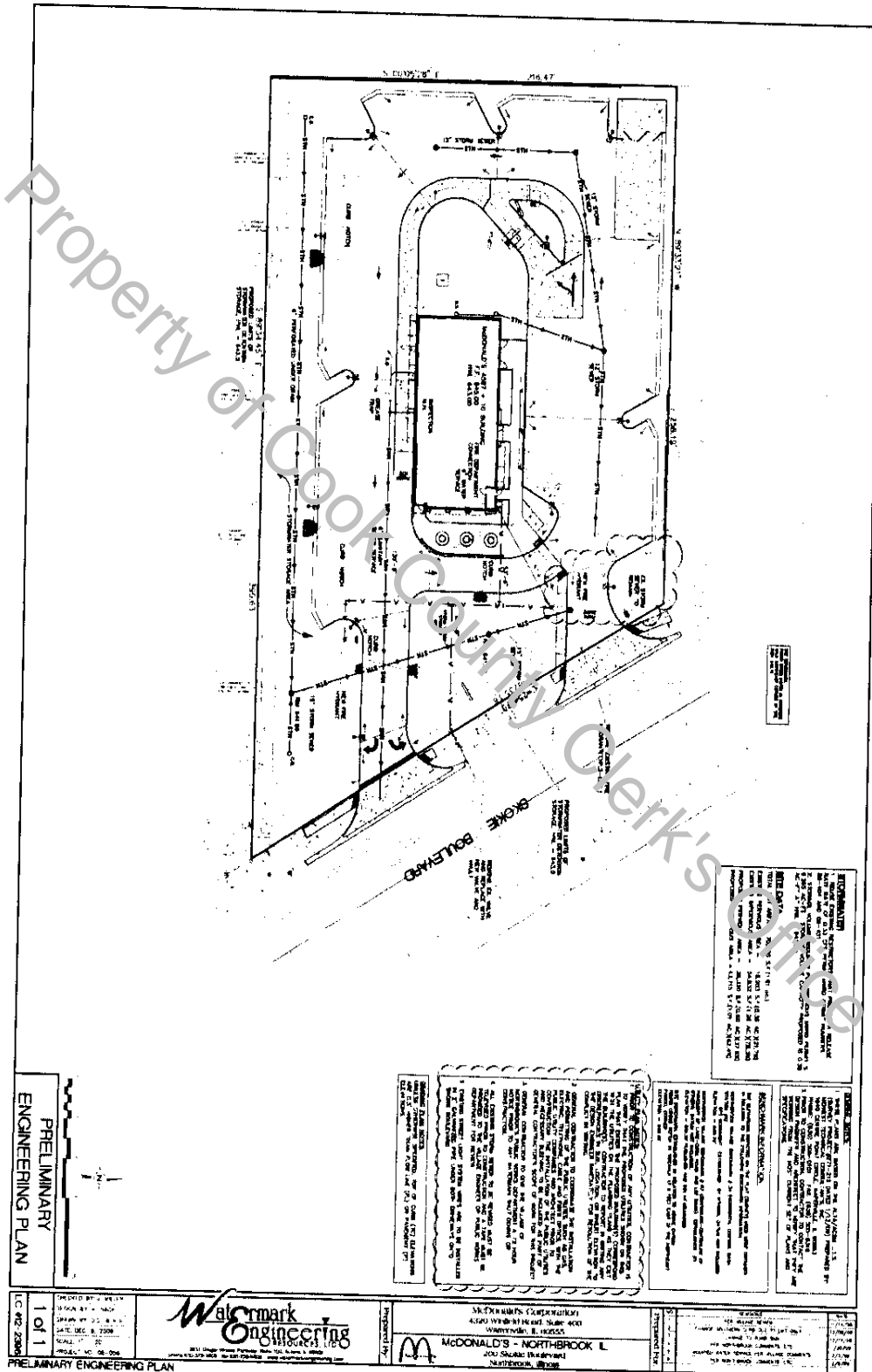
**M. McDonald's USA, LLC**

These drawings and specifications are the property of McDonald's USA, LLC. They are to be used only for the project and site identified on the title block. Any other use, reproduction, or distribution of these drawings and specifications without the written consent of McDonald's USA, LLC is strictly prohibited. McDonald's USA, LLC shall not be held responsible for any errors or omissions in these drawings and specifications. The contractor shall be responsible for obtaining all necessary permits and approvals for the project. The contractor shall also be responsible for ensuring that the project complies with all applicable laws and regulations. McDonald's USA, LLC reserves the right to make changes to these drawings and specifications at any time without notice.

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## EXHIBIT F

### McDonald's Preliminary Engineering Plan



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## EXHIBIT G

### Developer's Unconditional Agreement and Consent

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

WHEREAS, McDonald's USA, LLC, a Delaware limited liability company ("**Developer**"), intends to enter into a lease for that certain parcel of real estate, commonly known as 200 Skokie Boulevard, as well as two small adjacent parcels that lie in between the parcel and the Skokie Boulevard right of way (collectively, "**Property**"), all of which are located in the C-5 Boulevard Commercial District. The property is owned by Chicago Title & Trust Company under trust agreement dated April 1, 1969 and known as Trust No. 53453 ("**Owner**"). The beneficiaries of the trust are Arnold S. Root and Robert A. Root. The Owner has consented to the Developer's application.

WHEREAS, The Developer proposes to consolidate the Property into one lot and develop it with a McDonald's restaurant ("**Restaurant**") with an accessory drive-through facility ("**Facility**");

WHEREAS March 24, 2009, the Board of Trustees adopted Ordinance No. 09-22, granting a special permit for a drive-through facility accessory to an eating place and site plan approval for the Property; and

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

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

1. The Developer 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. 09-22, adopted by the Village Board of Trustees on March 24, 2009.
2. The Developer acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Developer against damage or injury of any kind and at any time.
3. The Developer acknowledges that the public notices and hearing 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 Developer required by Section 7 of the Ordinance is given.
4. The Developer 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)

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the Village's review and approval of any plans and issuance of any permits, (b) the development, construction, maintenance, and use of the Property, and (c) the performance by the Developer of its obligations under this Unconditional Consent and Agreement.

5. The Developer 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 Developer warrants and represents to the Village that it has a valid and effective lease for the Property with the Owner and consents to the recording of the Ordinance against the Property.

McDONALD'S USA, LLC, a Delaware limited liability company

By: Timothy J. Stalley  
Its: Senior Counsel

SUBSCRIBED and SWORN to  
before me this 8th day of  
April, 2009.  
Teresa Cook  
Notary Public



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## EXHIBIT H

### Owner's Unconditional Agreement and Consent

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

WHEREAS, McDonald's USA, LLC, a Delaware limited liability company ("**Developer**"), intends to enter into a lease for that certain parcel of real estate, commonly known as 200 Skokie Boulevard, as well as two small adjacent parcels that lie in between the parcel and the Skokie Boulevard right of way (collectively, "**Property**"), all of which are located in the C-5 Boulevard Commercial District. The property is owned by Chicago Title & Trust Company under trust agreement dated April 1, 1969 and known as Trust No. 53453 ("**Owner**"). The beneficiaries of the trust are Arnold S. Root and Robert A. Root. The Owner has consented to the Developer's application.

WHEREAS, The Developer proposes to consolidate the Property into one lot and develop it with a McDonald's restaurant ("**Restaurant**") with an accessory drive-through facility ("**Facility**");

WHEREAS, March 24, 2009, the Board of Trustees adopted Ordinance No. 09-22, granting a special permit for a drive-through facility accessory to an eating place and site plan approval for the Property; and

WHEREAS, the Owner desires to evidence its consent to recording the Ordinance against the Property and any amendments to the plat of consolidation for the Property that may be required pursuant to the Ordinance;

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

1. The Owner warrants and represents to the Village that it owns fee simple title to the Property and consents to the recording of the Ordinance against the Property.
2. The Owner shall consent to any modifications to the plat of consolidation for the Property that may be required pursuant to Section 6.B of the Ordinance.

ATTEST:

Attestation not required pursuant to corporate by-laws.

**CHICAGO TITLE LAND TRUST COMPANY**, as Successor Trustee to Cole Taylor Bank, as Trustee under a Trust Agreement dated April 1, 1969, and known as Trust No. 53453

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

By: *Glenn J. Richter*  
Its: TRUST OFFICER

SUBSCRIBED and SWORN to before me this 24th day of APRIL, 2009.  
*Grace Marin*  
Notary Public



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.