



Doc#: 1503518063 Fee: \$60.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/04/2015 12:13 PM Pg: 1 of 12

**THIS DOCUMENT  
PREPARED BY:**

Stewart J. Weiss  
HOLLAND & KNIGHT LLP  
131 S. Dearborn Street  
30<sup>th</sup> Floor  
Chicago, Illinois 60603

**AFTER RECORDING  
RETURN TO:**

Cook County  
Recorder's Box 337

*This Space for Recorder's Use Only*

8961462

**TRANSFeree ASSUMPTION AGREEMENT**

THIS AGREEMENT, made as of this 29 day of January, 2015  
CHICAGO TITLE LAND TRUST COMPANY ("CTL") as Successor Trustee to LASALLE BANK  
NATIONAL ASSOCIATION and LASALLE NATIONAL BANK ("LaSalle Trust") as Trust No.  
53082 ("LaSalle Trust"), SCHWARTZ FAMILY LIMITED PARTNERSHIP ("Schwartz LP")  
(collectively, CTL and Schwartz LP are referred to in this Agreement as "Owner"), ED  
SCHWARTZ & CO. ("Original Developer"), RJ DEVELOPMENT, LLC, a Washington limited  
liability company ("RJ Development") and NORTHBROOK MEMORY CARE, LLC, a  
Delaware limited liability company ("NMC") (collectively with RJ Development, the "Transferee"),  
and the VILLAGE OF NORTHBROOK, an Illinois municipal corporation ("Village"),

**WITNESSETH:**

**WHEREAS**, pursuant to that certain real estate sale contract dated  
February 20, 2014, RJ Development agreed to purchase from the Owner certain real property  
situated in Cook County, Illinois and legally described in **Exhibit A** attached to and by this  
reference, made a part of this Transferee Assumption Agreement ("**Transfer Property**"); and

**WHEREAS**, RJ Development intends to assign the purchase contract for the  
Property to NMC prior to closing; and

**WHEREAS**, the Transfer Property is within a larger parcel of property legally  
described in **Exhibit B** attached to and, by this reference, made a part of this Transferee  
Assumption Agreement ("**Property**"); and

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

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**WHEREAS**, as a condition to the conveyance of the Transfer 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 Annexation and Development Agreement, concerning and applicable to the Transfer Property, dated as of February 13, 2002, and recorded in the Office of the Cook County Recorder on July 15, 2014, as Document No. 020769905, as subsequently amended by that First Amendment dated August 9, 2010 which was recorded in the Office of the Cook County Recorder on August 13, 2010 as Document No. 102252053, and that Second Amendment dated January 29, 2015 (collectively, the "**Annexation Agreement**")

**NOW, THEREFORE**, in consideration of the agreement of the Owner to convey the Transfer 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 and between the Village, the Owner and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Transferee Assumption Agreement.
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 Annexation Agreement pertaining to the Transfer Property, including, without limitation:
  - i. construction, installation, and maintenance of one freestanding building, that shall have (a) a total gross floor area that shall not exceed 35,801 square feet, (b) a floor area ratio that shall not exceed 0.27, (c) a maximum height of 27'-1", and (d) a lot coverage that shall not exceed 72 percent;
  - ii. construction, installation, and maintenance of the off-street surface parking lot with no less than 45 parking spaces;
  - iii. construction, installation, and maintenance of the off-street surface parking lot lighting, as well as all additional exterior lighting;
  - iv. construction, installation, and maintenance of all landscaping;
  - v. construction, installation, and maintenance of water mains sufficient to create a looped system for potable water or such lesser looped portion as may be approved by the Village Engineer;
  - vi. construction, installation, and maintenance of storm sewers, services, and appurtenances necessary for effective overall storm water drainage;
  - vii. construction, installation, and maintenance of internal public sidewalks located on the Transfer Property;
  - viii. soil and erosion control, grading, and tree preservation; and
  - ix. sanitary sewer service.

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3. **Assurances of Financial Ability.** Contemporaneously with the Transferee's execution of this Transferee Assumption Agreement, the Transferee shall deposit with the Village Manager the performance security required by Section 12 of the Annexation Agreement for the Transferee's obligations assumed hereunder. Upon execution of this Transferee Assumption Agreement by the Village and deposit with the Village Manager of the required performance security, the Village shall surrender the original performance security for the Transfer Property, if any, 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 Transferee Assumption 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 Transferee Assumption 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 Annexation Agreement, including all exhibits and attachments thereto, pertaining to the Transfer Property, and the Village hereby releases the Owner from any personal liability for failure to comply with the terms, requirements and obligations of the Annexation Agreement but only to the extent assumed by the Transferee.

6. **Counterparts.** This Transferee Assumption Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

7. **Trustee Exculpation.** This Transferee Assumption Agreement is executed by Chicago Land Trust Company, as successor trustee to LaSalle Bank National Association and LaSalle National Bank as Trustee U/T/A dated September 7, 1977, and known as Trust No. 53082, 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 Chicago Title Land Trust Company 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 Transferee Assumption Agreement. Any such liability shall be asserted instead against the property contained in Trust Number 53082 or the beneficiaries thereof or against the other signatories hereof or their successors.

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

[SIGNATURE PAGES FOLLOW]

# UNOFFICIAL COPY

ATTEST:

\_\_\_\_\_

**VILLAGE OF NORTHBROOK**, an Illinois municipal corporation

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

Its: Village President

ATTEST:

\_\_\_\_\_

**RJ DEVELOPMENT, LLC** a Washington limited liability company

By: *[Signature]*

Its: Partner & VP

ATTEST:

\_\_\_\_\_

**NORTHBROOK MEMORY CARE, LLC** a Delaware limited liability company

By: *[Signature]*

Its: Manager

ATTEST:

\_\_\_\_\_

**CHICAGO TITLE LAND TRUST COMPANY**, as Successor Trustee to **LASALLE BANK NATIONAL ASSOCIATION** and **LASALLE NATIONAL BANK**, as Trustee U/T/A dated September 7, 1977, and known as Trust No. 53082 and not personally

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

Its: Trust Officer

WITNESS:

\_\_\_\_\_

**SCHWARTZ FAMILY LIMITED PARTNERSHIP**, an Illinois limited partnership

By: *[Signature]*  
Edward Schwartz

Its: General Partner

ATTEST:

\_\_\_\_\_

**EDWARD SCHWARTZ & CO.**, an Illinois corporation

By: *[Signature]*

Its: President

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ATTEST:

**VILLAGE OF NORTHBROOK**, an Illinois municipal corporation

By: *Sandra E. Hum*

Its: Village President

ATTEST:

**RJ DEVELOPMENT, LLC** a Washington limited liability company

By: *Jim Yates*  
Its: *Partner & VP*

ATTEST:

**NORTHBROOK MEMORY CARE, LLC** a Delaware limited liability company

By: *S. Manabe*  
Its: *Manager*

ATTEST:

**CHICAGO TITLE LAND TRUST COMPANY**, as Successor Trustee to **LASALLE BANK NATIONAL ASSOCIATION** and **LASALLE NATIONAL BANK**, as Trustee U/T/A dated September 7, 1977, and known as Trust No. 53082 and not personally

By: *Nancy A. Casen*  
Its: Trust Officer

WITNESS:

**SCHWARTZ FAMILY LIMITED PARTNERSHIP**, an Illinois limited partnership

By: Edward Schwartz

Its: General Partner

ATTEST:

**EDWARD SCHWARTZ & CO.**, an Illinois corporation

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

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

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## ACKNOWLEDGEMENTS

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

<sup>2015</sup> The foregoing instrument was acknowledged before me on January 29, 2014, by Sandra E. Frum, 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.

Given under my hand and official seal this 29 day of January, 2015.



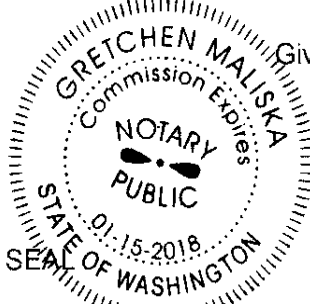
[Signature]  
Signature of Notary

My Commission expires: 8-27-15

STATE OF WA )  
 ) SS.  
COUNTY OF Murray )

<sup>2015</sup> The foregoing instrument was acknowledged before me on January 11, 2014, by Jeff Yarr, Manager of **RJ DEVELOPMENT, LLC.**, a Washington limited liability company, which individual is known to me to be the identical person who signed the foregoing instrument as such officer of the corporation for and on behalf of said limited liability company, and that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11 day of January, 2015.



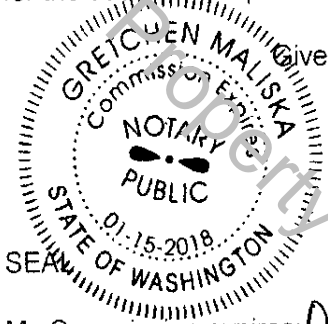
[Signature]  
Signature of Notary

My Commission expires: 01-15-2018

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STATE OF WA )  
COUNTY OF Thurston ) SS.

2015 The foregoing instrument was acknowledged before me on January 22, 2014, by Jeff Waters, Manager of **NORTHBROOK MEMORY CARE, LLC.**, a Delaware limited liability company, which individual is known to me to be the identical person who signed the foregoing instrument as such officer of the corporation for and on behalf of said limited liability company, and that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



Given under my hand and official seal this 22 day of January, 2014.

Gretchen Maliska  
Signature of Notary

My Commission expires: 01-15-2018

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

5 The foregoing instrument was acknowledged before me on January 28, 2014, by Nancy A. Carlin, the Trust Officer of **CHICAGO TITLE LAND TRUST COMPANY**, as Successor Trustee to **LASALLE BANK NATIONAL ASSOCIATION** and **LASALLE NATIONAL BANK**, as Trustee U/T/A dated September 7, 1977, and known as Trust No. 53082, which individual is and not personally 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 28<sup>th</sup> day of January, 2014.

[Signature]  
Signature of Notary

SEAL

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







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## EXHIBIT A

### LEGAL DESCRIPTION OF TRANSFER PROPERTY

LOT 2 IN EDWARD SCHWARTZ & CO. NORTHBROOK POINTE SUBDIVISION, BEING A RESUBDIVISION IN THE NORTH ½ OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (CONTAINING 108,384 SQUARE FEET OR 2.488 ACRES)

Commonly known as approximately 3.1 acres of land lying at the southwest corner of the Lake-Cook Road and I-294 (Tri-State Tollway), Cook County, Illinois.

P.I.N.s: 04-06-200-006

Property of Cook County Clerk's Office

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## EXHIBIT B

### LEGAL DESCRIPTION OF PROPERTY

LOTS 1, 2 AND 3, AND LOT A IN NORTHBROOK POINTE SUBDIVISION, BEING A RESUBDIVISION IN THE NORTH ½ OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 4077 Lake Cook Road, 55,101,153 and 205 Pointe Drive, Northbrook, Illinois

PINs: Lot 1: 04-06-200-005-0000  
Lot 2: 04-06-200-006-0000  
Lot 3: 04-06-200-013-1001 through 1086  
Lot A: 04-06-200-008-0000

Property of Cook County Clerk's Office

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## Resolution 2014-129

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

### A Resolution Approving a Transferee Assumption Agreement (Northbrook Pointe Lot 2 – 99 Pointe Drive)

is hereby adopted, as follows:

#### Section 1. Recitals.

RJ Development, LLC, a Washington limited liability company ("**RJ Development**"), is the contract purchaser of, and proposes to develop, certain property located at the southwest corner of Lake-Cook Road and I-294 (Tri-State Tollway) consisting of approximately 3.1 acres and designated as Lot 2 in Edward Schwartz & Co. Northbrook Pointe Subdivision ("**Property**"). The Property is owned by Chicago Title Land Trust Company as Successor Trustee to LaSalle Bank National Association and LaSalle National Bank, as Trustee U/T/A dated September 7, 1977, and known as Trust No. 53082, and the Schwartz Family Limited Partnership (collectively, "**Owner**"). Edward Schwartz & Co., an Illinois corporation, is the original developer and applicant ("**Original Developer**") for the development of the Property and other adjacent real estate. RJ Development intends to assign the purchase contract for the Property to Northbrook Memory Care, LLC, a Delaware limited liability company ("**Northbrook Memory Care**") which will contract with Koelsch Senior Communities, LLC, a Washington limited liability company ("**Koelsch**") to operate the assisted living facility.

The Property is subject to an Annexation and Development Agreement, dated as of February 13, 2002, that was approved by the Corporate Authorities pursuant to Resolution No. 02-R-15 ("**Agreement**"). Pursuant to Section 15 of the Agreement, the Village, the Owner, the Original Developer, RJ Development, and Northbrook Memory Care have agreed to enter into a transferee assumption agreement, in the prescribed form.

The transferee assumption agreement has been reviewed by the Village staff and the Village Attorney and the President and Board of Trustees hereby find that it is in the best interest of the Village to approve that agreement.

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Section 2.      Approval.

The Transferee Assumption Agreement by, between, and among the Village, the Owner, the Original Developer, RJ Development, and Northbrook Memory Care is hereby approved in the form presented to the Village.

Section 3.      Authorization.

The Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village the Transferee Assumption Agreement, only after receipt by the Village of at least two copies of each document fully executed by all other parties to the Agreement.

Adopted: 11/11/2014

**RESULT:**      **ADOPTED [UNANIMOUS]**  
**MOVER:**      James Karagianis, Trustee  
**SECONDER:**    A.C. Buehler, Trustee  
**AYES:**        Karagianis, Buehler, Heller, Ciesla, Israel, Frum  
**ABSENT:**      Michael Scolaro

ATTEST:

/s/ Sandra E. Frum  
Village President

/s/ Debra J. Ford  
Village Clerk

Property of Cook County Clerk's Office

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

1-29-15  
Date

Debra J. Ford  
Village Clerk

