

UNOFFICIAL COPY



Doc# 2006606108 Fee \$88.00

EDWARD H. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/06/2020 01:24 PM PG: 1 OF 7

THIS INSTRUMENT PREPARED BY:

STEVEN M. ELROD
ELROD FRIEDMAN LLP
325 N. LA SALLE ST., SUITE 450
CHICAGO, IL 60654

AFTER RECORDING
RETURN TO

RECORDER'S BOX 337

This Space for Recorder's Use Only

TRANSFeree'S UNCONDITIONAL AGREEMENT AND CONSENT TO ASSUME OBLIGATIONS OF VILLAGE OF NORTHBROOK ORDINANCES NO. 96-08 AND NO. 08-61

WHEREAS, 4101 Lake Cook Road, LLC, a Delaware limited liability company ("*Transferee/Purchaser*") is the proposed purchaser of that certain parcel of real estate located commonly known as 4101 Lake Cook Road (formerly 4065-4105 Lake Cook Road) in the Village of Northbrook ("*Subject Property*"), which is legally described in *Exhibit A* attached hereto; and

WHEREAS, Northbrook NH, LLC, a Delaware limited liability company ("*Prospective Operator*") intends to take over operation of the skilled nursing facility located on the Subject Property currently operating as the Rosewood Care Center ("*Facility*"); and

WHEREAS, on February 13, 1996, the Village Board of Trustees adopted Ordinance No. 96-8 ("*Special Permit Ordinance*") granting special permits for the operation of a nursing and personal care facility (Northbrook SIC Code No. 8050.00) and the landbanking of parking on the Subject Property (Northbrook SIC Code No. 9830.00) to Northbrook Real Estate, L.L.C. ("*Former Owner*"), Rosewood Care Center of Northbrook, an Illinois for-profit corporation ("*Former Operator*") and HSM Construction Services, Inc. ("*HSM*"), which provided that the Facility would be operated by the Former Operator; and

WHEREAS, the Former Owner and the Former Operator subsequently transferred the operation of the Facility to Bravo Care of Northbrook, Inc., an Illinois for-profit corporation ("*Bravo Operator*"); and

WHEREAS, Ordinance No. 08-61, adopted by the Village Board of Trustees on October 14, 2008 ("*Transfer Ordinance*"), granted approval of such transfer to Bravo Operator and amended the Special Permit Ordinance, for the benefit of the Former Owner and Bravo Operator; and

WHEREAS, the Facility is currently being operated by a receiver and Bravo Operator is no longer associated with the Facility; and

WHEREAS, the Secretary of the U.S. Department of Housing and Urban Development ("*HUD*") has foreclosed its mortgage lien on the Facility, and intends to transfer title to the Facility to the Transferee/Purchaser in connection with Transferee/Purchaser's purchase of the Facility from HUD; and

RECORDING FEE 88.00
DATE 3/06/2020 COPIES 6x
OK BY [Signature]

UNOFFICIAL COPY

WHEREAS, the Prospective Operator 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 both the Special Permit Ordinance and the Transfer Ordinance, and the Transferee/Purchaser desires to acknowledge the recording of the Transfer Ordinance against the Subject Property;

NOW THEREFORE, the Prospective Operator and the Transferee/Purchaser do hereby agree and covenant as follows:


1. The Prospective Operator shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of those certain Ordinances No. 96-8, adopted by the Village Board of Trustees on February 13, 1996 and No. 08-61, adopted by the Village Board of Trustees on October 14, 2008.
2. The Prospective Operator 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 Subject Property or the Facility, or the issuance of any approvals for the operation of the Facility on the Subject Property, and that the Village's review and approval of any such plans and issuance of any such approvals does not, and shall not, in any way, be deemed to insure the Prospective Operator against damage or injury of any kind and at any time.
3. The Prospective Operator has considered the possibility of the revocation provided for in the Special Permit 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 Transferee/Purchaser and the Prospective Operator required by Section 7 of the Special Permit Ordinance is given.
4. The Prospective Operator 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 approvals, (b) the procedures followed in connection with the adoption of the Special Permit Ordinance and the Transfer Ordinance, (c) the development, construction, maintenance, and operation of the Facility on the Subject Property, and (d) the performance by the Prospective Operator of its obligations under this Unconditional Consent and Agreement.
5. The Prospective Operator 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 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 Transferee/Purchaser warrants and represents to the Village that it owns (or will own upon transfer of the Subject Property from HUD to Transferee/Purchaser) fee simple title to the Subject Property and consents to the recordation of this Agreement against the Subject Property.

[SIGNATURE PAGE FOLLOWS]

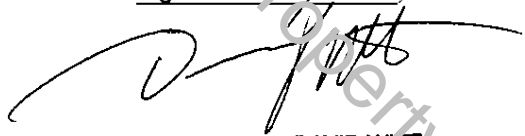
UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have hereunto have agreed as set forth herein.

NORTHBROOK NH, LLC, a Delaware limited liability company


By: 
Name: Arthur Hatzopoulos
Its: Vice President

SUBSCRIBED and SWORN to
before me this 28th day of
January, 2020.



DAVID WITT
Notary Public, State of New York
No. 01W16064809
Qualified in Queens County
Commission Expires October 1, 2021

4101 LAKE COOK ROAD, LLC, a Delaware limited liability company

By: 
Name: Arthur Hatzopoulos
Its: Vice President

SUBSCRIBED and SWORN to
before me this 28th day of
January, 2020.



DAVID WITT
Notary Public, State of New York
No. 01W16064809
Qualified in Queens County
Commission Expires October 1, 2021

Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description of Subject Property

PARCEL 1:

THE EAST 313 FEET OF THE WEST 473 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 112 OF LOT 3 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974 AS DOCUMENT 22587485), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 160.00 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 3 IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 4101 Lake Cook Road, Northbrook, Illinois 60062

P. I. N .s: 04-06-101-006 -0000
 04-06-101-007-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Resolution 2020-12

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 Authorizing the Transfer of Special Permits for the Operation of a Nursing and Personal Care Facility and the Landbanking of Parking as Granted by Northbrook Ordinances No. 96-08 and 08-61

is hereby adopted, as follows:

Section 1. Background.

4101 Lake Cook Road, LLC, a Delaware limited liability company ("**Transferee/Purchaser**") is the proposed purchaser of that certain parcel of real estate located commonly known as 4101 Lake Cook Road (formerly 4065-4105 Lake Cook Road) in the Village of Northbrook ("**Subject Property**"). Northbrook NH, LLC, a Delaware limited liability company ("**Prospective Operator**") intends to take over operation of the skilled nursing facility located on the Subject Property currently operating as the Rosewood Care Center ("**Facility**").

On February 13, 1996, the Village Board of Trustees adopted Ordinance No. 96-8 ("**Special Permit Ordinance**") granting special permits for the operation of a nursing and personal care facility (Northbrook SIC Code No. 8050.00) and the landbanking of parking on the Subject Property (Northbrook SIC Code No. 9830.00) to Northbrook Real Estate, L.L.C. ("**Former Owner**"), Rosewood Care Center of Northbrook, an Illinois for-profit corporation ("**Former Operator**") and HSM Construction Services, Inc. ("**HSM**"), which provided that the Facility would be operated by the Former Operator.

The Former Owner and the Former Operator subsequently transferred the operation of the Facility to Bravo Care of Northbrook, Inc., an Illinois for-profit corporation ("**Bravo Operator**"). Ordinance No. 08-61, adopted by the Village Board of Trustees on October

UNOFFICIAL COPY

14, 2008 ("*Transfer Ordinance*"), granted approval of such transfer to Bravo Operator and amended the Special Permit Ordinance, for the benefit of the Former Owner and Bravo Operator. The Facility is currently being operated by a receiver and Bravo Operator is no longer associated with the Facility.

The Secretary of the U.S. Department of Housing and Urban Development ("*HUD*") has foreclosed its mortgage lien on the Facility, and intends to transfer title to the Facility to the Transferee/Purchaser in connection with Transferee/Purchaser's purchase of the Facility from HUD.

The Prospective Operator 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 both the Special Permit Ordinance and the Transfer Ordinance, and the Transferee/Purchaser desires to acknowledge the recording of the Transfer Ordinance against the Subject Property.

The President and Board of Trustees hereby find that the transfer of ownership of the Subject Property to the Transferee/Purchaser and the right to operate the Facility to the Prospective Purchaser is in the best interest of the Village.

Section 2. Approval to Transfer.

A. The Transferee/Purchaser and the Prospective Operator are hereby authorized to assume the prior owner's and operator's rights and responsibilities under Ordinances No. 96-08 and 08-61.

B. Pursuant to Section 11-602 I of the Zoning Code and the Village's home rule power, all rights, responsibilities, and obligations set forth in the Ordinances No. 96-08 and 08-61 shall be transferred to the Transferee/Purchaser and the Prospective Operator, contingent upon the execution by both parties of three copies of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in Ordinances No. 96-08 and 08-61 in substantially the form attached hereto as *Exhibit A* ("*Transferee's Unconditional Agreement and Consent*") and returning the executed copies of the Transferee's Unconditional Agreement and Consent to the Village Clerk no more than ten days after the effective date of this Resolution.

Nothing in this Resolution shall be deemed to allow the privileges, obligations, and provisions of Ordinances No. 96-08 and 08-61 to be transferred to any person or entity other than Transferee without a new application for such person or entity being reviewed and approved by the Board of Trustees.

Section 3. Effect of Transfer.

Except as expressly provided in this Resolution, all terms, conditions, and provisions of Ordinances No. 96-08 and 08-61 shall remain in full force and effect; provided, however, that any other provision of Ordinances No. 96-08 and 08-61 shall be deemed modified as necessary to give practical effect to the provisions of this Resolution.

UNOFFICIAL COPY

Section 5. Effective Date.

The transfer approved by this Resolution shall be expressly conditioned upon the following:

- A. Passage of this Resolution in the manner required by law;
- B. The filing by the Transferee with the Village Clerk, for recording in the Office of the Cook County Recorder of Deeds, the Unconditional Agreement and Consent required by Section 2 of this Resolution.
- C. In the event that the Village Clerk does not receive fully executed copies of the Transferee's Unconditional Agreement and Consent within 10 days after the effective date of this Resolution, the Village Board of Trustees shall have the right, in their sole discretion, to declare this Resolution null and void and of no force or effect.
- D. In the event that the Prospective Operator fails to satisfy all conditions for the issuance of a business license to operate nursing home in the Village within the time periods required by law as set forth in Section 15-491 of the Village Code, the approvals and consents of this Resolution shall be void and of no further force and effect.

Adopted: 1/28/2020

RESULT:	ADOPTED BY CONSENT VOTE [5 TO 0]
MOVER:	Bob Israel, Trustee
SECONDER:	Muriel Collison, Trustee
AYES:	Ciesla, Israel, Collison, Ross, Pepoon
ABSTAIN:	Sandra Frum
ABSENT:	Johannah Hebl

ATTEST:

/s/ Sandra E. Frum
Village President

/s/ Debra J. Ford
Village Clerk

I hereby certify this to be a true and exact copy of the
Original.
2/7/20
Date

