

UNOFFICIAL COPY



\*2331715026\*

**THIS DOCUMENT  
PREPARED BY:**

Stewart J. Weiss  
Elrod Friedman, LLP  
325 N. LaSalle, Ste. 450  
Chicago, IL 60654

Doc# 2331715026 Fee \$61.00

KAREN A. YARBROUGH  
COOK COUNTY CLERK

DATE: 11/13/2023 02:12 PM PG: 1 OF 6

**AFTER RECORDING  
RETURN TO:**

Cook County  
Recorder's Box 337

*This Space for Recorder's Use Only*

**TRANSFEEE ASSUMPTION AGREEMENT**

**(Northbrook Pointe Lot 3B – Townhome Parcel)**

THIS AGREEMENT, made as of this 8th day of August, 2023, by SFP NORTHBROOK POINTE, LLC., an Illinois limited liability company ("**Transferee**") and the VILLAGE OF NORTHBROOK, an Illinois municipal corporation ("**Village**"),

**WITNESSETH:**

**WHEREAS**, the Village, 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, Equity Associates Incorporated and Schwartz Family Limited Partnership (collectively, "**Original Owners**"), and Edward Schwartz & Co., an Illinois Corporation ("**Original Developer**") entered into that certain Annexation and Development Agreement dated as of February 13, 2002, a copy of which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 15, 2002 as Document No. 0020769905, pertaining to that certain tract of land consisting of approximately 16.4 acres, in Cook County, Illinois described in in **Exhibit A** to this Transferee Assumption Agreement ("**Property**"); and

**WHEREAS**, the Annexation and Development Agreement was subsequently amended by that (i) 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; (ii) that Second Amendment dated January 29, 2015 which was recorded in the Office of the Cook County Recorder on February 4, 2015 as Document No. 1503518062; and (iii) that Third Amendment dated February 28, 2023 (collectively, the Annexation and Development Agreement, the First Amendment, the Second Amendment, and the Third Amendment are referred to hereinafter as the "**Amended Annexation Agreement**"); and

**WHEREAS**, the Developer has succeeded in ownership to that certain parcel of property designated as Lot 3B in the Northbrook Pointe Resubdivision and defined as the Townhome Parcel in the Amended Annexation Agreement ("**Transfer Property**") which is legally described in **Exhibit B** to this Transferee Assumption Agreement; and

{00130114.2}

RECORDING FEE 88-  
DATE 11/13/23 COPIES 64  
OK BY R/1570

# UNOFFICIAL COPY

**WHEREAS**, as a condition to the redevelopment of the Transfer Property by the Developer, the Village requires that the Transferee agree to comply with all the terms, requirements and obligations set forth in the Amended Annexation Agreement concerning and applicable to the Transfer Property;

**NOW, THEREFORE**, in consideration of the Village's to acceptance of the transfer of obligations as provided 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 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 Amended Annexation Agreement pertaining to the Transfer Property, including, without limitation the Specific Use and Development Restrictions for the Townhome Parcel as set forth in Section 5.B.II of the Amended Annexation Agreement.

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 13 of the Amended Annexation Agreement for the Transferee's obligations assumed hereunder. 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. **Counterparts**. This Transferee Assumption Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

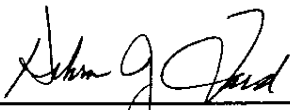
[SIGNATURE PAGES FOLLOW]


# UNOFFICIAL COPY

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


ATTEST:

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

  
\_\_\_\_\_  
Debra J. Ford  
Village Clerk

By:   
\_\_\_\_\_  
Kathryn Ciesla  
Village President

**SFP NORTHBROOK POINTE, LLC** an Illinois limited liability company

By:   
\_\_\_\_\_  
David Schwartz

Its: Manager

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ACKNOWLEDGEMENTS

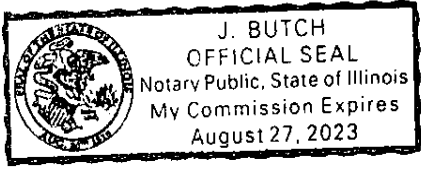
STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me on August 8, 2023, by Kathryn Ciesla, 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 8 day of August, 2023.

J. Butch  
\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires: August 27, 2023



STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me on June - 2nd, 2023, by David Schwartz, Manager of the **SFP NORTHBROOK POINTE, LLC**, an Illinois limited company y, which individual is known to me to be the identical person who signed the foregoing instrument as such Manager of said limited liability company, and that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of June, 2023.

Linda Yonan  
\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires: 3-22-2027



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

LOTS 1, 2, 3A, 3B 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 3A: 04-06-200-013-1001 through 1086  
Lot 3B: 04-06-200-010-0000  
Lot A: 04-06-200-008-0000

**UNOFFICIAL COPY** EXECUTION COPY  
May 28, 2002

**EXHIBIT A B**

**LEGAL DESCRIPTION OF TRANSFER PROPERTY**

LOT 3B 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 175 Pointe Drive, Northbrook, Illinois

PINs: 04-06-200-010-0000

Property of Cook County Clerk's Office