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PAGE: 1 OF 50

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SUBDIVISION AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF NORTHBROOK

AND

AMERICAN LLC

(2600 DUNDEE ROAD & 759 GREENWOOD ROAD)

DATED AS OF JULY 13, 2023

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**SUBDIVISION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF NORTHBROOK
AND AMERICAN LLC
(2600 Dundee Road & 759 Greenwood Road)**

THIS SUBDIVISION AND DEVELOPMENT AGREEMENT ("**Agreement**") is dated as of the 13 day of July, 2023 and is by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("**Village**"), and **AMERICAN LLC**, an Illinois limited liability company ("**Developer**").

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION 1. RECITALS.

A. Developer is the owner of the property commonly known as 2600 Dundee Road & 759 Greenwood Road, Northbrook Illinois ("**Property**").

B. Developer desires and proposes to have the Property subdivided into five lots, each to be improved with a single-family home ("**Development**").

C. In order to develop the Property as proposed, Developer has requested relief from, and approvals under, the Zoning Code and the Subdivision Code.

D. On May 16, 2023 and June 6, 2023, the Plan Commission held public hearings to consider Developer's request for approval of a combined tentative and final plat of subdivision for the Property. On June 6, 2023, the Plan Commission recommended approval of the Combined Tentative and Final Plat of Subdivision in Resolution No. 2023-PC-08.

E. After being duly noticed and a public hearing conducted by the Northbrook Plan Commission, the President and the Board of Trustees adopted: (i) Ordinance No. 2023-41 rezoning the Property from the R-3 to the R-5 Single Family Residential District; and (ii) Resolution No. 2023-138 approving a combined tentative and final plat of subdivision for the Property.

F. The Corporate Authorities, after due and careful consideration, have concluded that the subdivision 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.

G. The Village and Developer desire that the Property be developed, used, operated, and maintained only in compliance with this Agreement.

*All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code, Zoning Code, or Subdivision Code.

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SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in this Section and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code, Zoning Code, or Subdivision Code.

Building Code: Chapter 6 of the Village Code.

Business Day: Any calendar day other than a Saturday, Sunday or legal holiday under the laws of the State of Illinois.

Comprehensive Plan: Village of Northbrook Comprehensive Plan (2010), as amended.

Corporate Authorities: The President and Board of Trustees of the Village of Northbrook, Illinois.

Declaration of Covenants: That certain declaration of covenants, easements and restrictions required pursuant to Section 9 of this Agreement.

Developer: American LLC.

Development Approvals: Those ordinances, resolution, permits, and administrative approvals listed in the Recitals and Section 3 of this Agreement.

Effective Date: The date of execution of this Agreement by all of the Parties as set forth in the first paragraph of page one of this Agreement.

Events of Default: Defined in Section 16.A of this Agreement with respect to Developer and in Section 16.B of this Agreement with respect to the Village.

Final Development Plan: Collectively, those plans and specifications for the Development to be approved by the Corporate Authorities pursuant to the Development Approvals, in accordance with Section 3.B of this Agreement and the Requirements of Law. Upon the date that all components of the Final Development Plan are approved, the Final Development Plan will, automatically and without further action by the Corporate Authorities or the Parties, be deemed to be incorporated in, and made a part of, this Agreement.

Final Engineering Plan: Those certain engineering plans for the Development prepared by IG Consulting, Inc., consisting of 18 sheets, with a latest revision date of January 30, 2023, attached to this Agreement as **Exhibit D**.

Final Landscape Plan: Those certain landscape plans for the Development prepared by Studio Dom Architects, consisting of 1 sheet, with a latest revision date of May 23, 2023 attached to this Agreement as **Exhibit E**.

Final Plat: That certain "Final Plat of Subdivision for Dunwood Estates Subdivision" prepared by IG Consulting, Inc., consisting of 1 sheet, with a latest revision date of March 15, 2023, a copy of which is attached to this Agreement as **Exhibit B**.

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Homeowners' Association or HOA: The nonprofit homeowners' association to be established by the Declaration of Covenants which will take ownership and maintenance responsibility for all Common Areas and private Improvements, including, without limitation, the Storm Water Detention Area.

Improvements: Except as specifically excepted in this definition, all of the public and private improvements and facilities necessary to serve the Property, including, without limitation, the improvements specifically listed in Section 5 of this Agreement, all other storm water detention facilities, water mains, storm sewers, sanitary sewers, parking areas, lighting, sidewalks, access driveways, parkways, rough and final grading, trees, sod, seeding, and other landscaping, and all other improvements required pursuant to this Agreement and the Final Engineering Plan, the Final Landscape Plan and the Requirements of Law. The definition of "Improvements" does not include the dwelling units to be constructed on the Property.

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

Parties: Developer and the Village, collectively.

Person: Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

Plan Commission: The Plan Commission of the Village, established by Section 2-551 of the Village Code.

Property: That certain tract of land, consisting of approximately 2.13 acres, located at the address commonly known as 2600 Dundee Road & 759 Greenwood Road, in Northbrook, Illinois and legally described in **Exhibit A** attached to this Agreement.

Public Improvements: Those Improvements that will be dedicated to, and accepted by, the Village.

Public Improvements Standards Manual: The Village of Northbrook Standards and Specifications for Public and Private Improvements, as amended.

Requirements of Law: All applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of the Village and any federal, state, local government, or governmental agency with jurisdiction over the Property.

Site Restoration: Restoration work that may be required to be conducted on the Property subject to the conditions of Section 6.F. of this Agreement.

Stormwater Detention Area: That portion of the Property designed on the Final Plat for the construction, maintenance, and operation of stormwater detention facilities and subject to those covenants and easements set forth in the Declaration of Covenants.

Stormwater Improvements: Those stormwater Improvements depicted on the Final Plat and Final Engineering Plans, and private storm sewers, related equipment, appurtenances,

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swales, mains, service lines, and storm drainage areas (including specifically, but without limitation, stormwater detention areas) installed and maintained on the Property to ensure adequate Stormwater drainage and management and to collect and direct Stormwater into the Village's or Cook County's storm sewer system.

Subdivision Code: The "Village of Northbrook Subdivision and Development Code," as amended.

Transferee Assumption Agreement: Defined in Section 14.B.4 of this Agreement.

Uncontrollable Circumstance: Any of the following events and circumstances that materially change the costs or ability of Developer to carry out its obligations under this Agreement:

- a. a change in the Requirements of Law;
- b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
- c. pandemic, epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar acts of God;
- d. governmental condemnation or taking other than by the Village;
- e. strikes or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities;

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; (ii) economic hardship or economic conditions; or (iii) a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to such contractor).

Village: The Village of Northbrook.

Village Attorney: The duly appointed Village Attorney of the Village.

Village Clerk: The duly elected Village Clerk of the Village.

Village Code: The "Village of Northbrook Code of Ordinances," as amended.

Village Engineer: The duly appointed Village Engineer of the Village.

Village Manager: The duly appointed Village Manager of the Village.

Zoning Code: The "Village of Northbrook Zoning Code," as amended.

B. Rules of Construction.

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1. **Grammatical Usage and Construction.** In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context so requires.

2. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. **Calendar Days; Calculation of Time Periods.** Unless otherwise specified in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

4. **Compliance and Conflict with Other Requirements.** Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to 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 either specifically or in context.

SECTION 3. APPROVAL OF DEVELOPMENT.

A. **Adoption of Resolution Approving the Final Plat.** Immediately after the approval and execution of this Agreement, the Corporate Authorities shall adopt a valid and binding resolution approving the Final Plat of Subdivision.

B. **Final Engineering and Landscape Plan Modifications.** All revisions to any portion of the Final Engineering Plan or the Final Landscape Plan that are reviewed, accepted, and approved by either the Village Engineer or the Village's Director of Development and Planning Services subsequent to the Effective Date shall be incorporated into, and made a part of this Agreement with no further action required by the Corporate Authorities.

SECTION 4. DEVELOPMENT, USE, AND OPERATION OF THE PROPERTY.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code, the Zoning Code, the Subdivision Code, or any other rights Developer may have, during the term of this Agreement, the Property may be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions. Development, use, operation, and maintenance of the Property in a manner materially deviating from these conditions will be deemed a violation of this Agreement and Developer's obligations hereunder, as the case may be, and an Event of Default pursuant to Section 16.A of this Agreement, subject to any applicable notice or cure period.

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A. Specific Use and Development Restrictions. No more than one single family residence and accessory structures, as permitted in the Zoning Code, may be constructed or located on each Lot within the Property.

B. General Use and Development Restrictions: The development, construction, operation, and maintenance of the Property, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Planning and Development Services, as appropriate, must comply, and be in accordance, with the following:

1. This Agreement;
2. The Development Approvals;
3. The Final Plat;
4. The Final Engineering Plan;
5. The Final Landscaping Plan;
6. The Zoning Code;
7. The Building Code;
8. The Subdivision Code;
9. The Public Improvements Standards Manual;
10. The Declaration of Covenants, and
11. 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, Removal and Demolition. Developer shall comply with the Final 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.

SECTION 5. IMPROVEMENTS.

A. Design and Construction of the Improvements.

1. **Description of Improvements.** The Improvements will be depicted and described on the Final Engineering Plan and the other components of the Final Development Plan, and include, without limitation, the following:

- a. The Stormwater Improvements;

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- b. Sanitary sewer mains and service lines;
- c. Water mains and service lines;
- d. Right-of-Way Improvements;
- e. The landscaping, as depicted in the Final Landscape Plan; and
- f. The Public Improvements, which include a 24" storm sewer running along lots 4 & 5 which will be owned by the Village, public sidewalk, public roadway and adjacent curblines, and water service up to the box.

2. General Standards.

a. All Improvements must be designed and constructed pursuant to and in accordance with the Development Approvals, and will be subject to the reasonable written satisfaction of the Village Engineer in accordance with the Village Code, the Subdivision Code, and the Public Improvements Standards Manual. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and in compliance with the Improvement Construction Schedule, as well as all permits issued by the Village for construction of the Improvements, subject to Uncontrollable Circumstances. All materials used for construction of the Improvements must be new and of first-rate quality.

3. Construction Schedule.

a. Developer must submit all necessary documents required for the issuance by the Village of building permits for the construction of the Development no later than three months after the Effective Date of this Agreement.

b. Prior to commencing any construction of any Public Improvement, or of any part of the Development that will affect existing utilities or roadways, Developer must meet with the Village Engineer, or their designee, to develop a mutually-agreeable plan and schedule for all such construction ("**Improvement Construction Schedule**"). The meeting must take place not less than one week prior to the commencement of any such construction. After the meeting, Developer must prepare and submit minutes of the meeting to the Village Engineer. No construction may occur prior to the approval by the Village Engineer of the meeting minutes and the Improvement Construction Schedule, which approval shall not be unreasonably withheld, conditioned, or delayed.

4. Contract Terms; Prosecution of the Work. Developer must include in every contract for work on the Improvements being constructed by such Developer, terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, the Final Development Plan, the Improvement Construction Schedule, and the Requirements of Law, until the work is properly completed, subject to Uncontrollable Circumstances, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner pursuant to the terms of Developer's contract with such contractor.

5. Engineering Services. Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements that are

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the responsibility of Developer, by a professional engineer responsible for overseeing the construction of the Improvements and by an environmental construction manager with respect to any and all site remediation. Developer must promptly provide the Village with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached.

6. **Village Inspections and Approvals.** All work on the Improvements is subject to reasonable inspection and approval by Village representatives at all reasonable times upon reasonable prior written notice. Developer will provide access to the Property for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours following reasonable prior written notice by the Village. Village representatives shall abide by the reasonable safety precautions established by Developer and/or Developer's contractor during any such access, and Village representatives shall access the Property at their own risk.

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

B. **Utilities.** Developer must, at its sole cost and expense, and in accordance with and pursuant to the Final Development Plan, upgrade the connection of all utilities to facilities located on the Property. No utilities located on the Property may be connected to the sewer and water utilities belonging to the Village except in accordance with the applicable provisions of the Village Code and upon payment all fees required pursuant to the Village Code.

C. **Timing of Construction of the Improvements.** The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or structure located on the Property, as the case may be, until the Improvements that are the responsibility of Developer are completed and approved by the Village. The foregoing does not preclude the Village's issuance of temporary certificates of occupancy pursuant to the applicable provisions of the Village Code. The issuance of any certificate of occupancy by the Village at any time prior to completion of all of the Improvements by Developer and approval of the applicable Improvements by the Village will not constitute a waiver of the Village's right to withhold any certificate of occupancy and will not confer on Developer any right or entitlement to any other certificate of occupancy.

D. **Dedication and Maintenance of the Improvements.**

1. **Final Inspection and Approval of the Improvements.** Developer must notify the Village when it believes that any or all of the Improvements on the Property have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance, and in no event with less than one week's advance notice, to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the Village for construction of the Improvements). Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to this

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Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Development Plan and Requirements of Law, which determination shall not be unreasonably withheld, conditioned, or delayed. Prior to the issuance by the Village of a final certificate of occupancy for any building or structure on the Property, Developer must install all landscaping on the Property, as depicted on the Final Development Plan.

2. **Dedication and Acceptance of Public Improvements.** Neither the execution of this Agreement, nor the approval of the Development Approvals, nor the execution and recordation of the Final Plat of Subdivision constitutes acceptance by the Village of any Public Improvements that are depicted as "dedicated" on the Final Plat of Subdivision or on the Final Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, by adoption of a resolution as set forth in Section 3-506 of the Subdivision Code, and only in compliance with the requirements of the Subdivision Code. The Village is not obligated to accept dedication of any Public Improvement unless and until a temporary certificate of occupancy has been issued for the Property.

3. **Transfer of Ownership of the Public Improvements and Easements to the Village.** Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to Section 3-506 of the Subdivision Code and Section 5.D of this Agreement, Developer must execute or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing, which instruments shall be subject to the review and approval of Developer, which approval shall not be unreasonably withheld, conditioned, or delayed. Developer must, at the same time (a) grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public 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, and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the Village.

4. **Maintenance of Public Improvements.** For a period of two years following acceptance by the Village of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Village Engineer, in a first-rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Village Engineer determines, in the Village Engineer's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 15 days' prior written notice from the Village (subject to Uncontrollable Circumstances), correct it or cause it to be corrected, provided, however, if the nature of the corrective work is such that it cannot reasonably be completed within such time, then Developer shall have such additional time as is reasonably necessary to complete such corrections, provided Developer promptly commences such correction within such 15 days and thereafter diligently pursues same to completion. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion

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following the expiration of the foregoing notice and cure period, then the Village, after ten days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to such Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 5.D.4, Developer must, within 15 days after written demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 12.D of this Agreement, based on costs actually incurred, including reasonable legal fees and administrative expenses.

5. **Transfer of Private Improvements to Homeowners' Association.** The Village acknowledges that Developer intends to transfer ownership and maintenance responsibility for those Improvements that will remain private to the subsequent owners of each individual property, including, specifically, the Storm Water Detention Area and related Storm Water facilities. Developer shall not be allowed to effectuate such a transfer unless and until the Village of Northbrook has inspected such improvements, including detention basin and other Storm Water Improvements, and verified their compliance with the Final Engineering Plans and the Public Improvements Standards Manual. The Village may require that "as-built" plans for each Private Improvement be prepared and delivered to the Village Engineer for review, approval, and archiving, prior to permitting Developer to transfer a Private Improvement.

SECTION 6. DEMOLITION AND CONSTRUCTION OF DEVELOPMENT.

A. General Construction and Contracting Requirements.

1. **Compliance with Plans and Approvals.** The development of the Property must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch, subject to Uncontrollable Circumstances. All materials used for construction on the Property must be in accordance with the specifications for the work to be performed.

2. **Contracts for Work on Property.** Developer must include in every contract for work on the Property terms requiring the contractor and its subcontractors to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, and the Requirements of Law, until the work is properly completed, subject to Uncontrollable Circumstances, and terms providing that Developer may take over and prosecute their respective work if the contractor fails to do so in a timely and proper manner.

3. **Village Inspections and Approvals.** All work on the Property will be subject to inspection and approval by Village representatives at all times, subject to Section 5.A.6 above.

B. Diligent Pursuit of Construction.

1. Once construction has commenced pursuant to this Agreement, Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law. Developer will conduct all construction work on the Property in full compliance with the Village's permitted construction work hours regulations.

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2. Developer must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the Village pursuant to the Improvement Construction Schedule. Developer may be allowed extensions of time beyond the completion dates set forth in such construction schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be reasonably approved by the Village Manager.

C. Construction Traffic.

1. **Construction and Traffic Management Plan.** Developer must prepare and submit, for review and approval by the Village Director of Development and Planning Services and the Village Engineer, a Construction and Traffic Management Plan ("**CTM Plan**") for the development of the Property. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The Village has no obligation to issue a building permit for any structure or Improvement, and no construction may be commenced with respect to the Structure or Improvement, unless and until the Village Engineer has approved, in writing, the CTM Plan, which approval shall not be unreasonably withheld, conditioned, or delayed. The Village agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the Village Engineer; provided, however, that nothing in this Agreement is to be deemed or interpreted to require the Village to approve the CTM Plan. Developer must comply with the CTM Plan, and failure to do so continuing beyond any applicable notice and cure period is a Developer Event of Default. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Property;
- b. The designation of machinery and construction material storage areas on the Property;
- c. Provisions for the screening of construction areas within the Property;
- d. The hours of operation and schedule for construction on the Property;
- e. The location of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and
- g. The location of temporary and durable off-street parking on the Property for construction employees.

2. **Designated Routes of Access.** 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, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

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3. **Maintenance of Routes of Access.** At all times during the construction of the Structures and Improvements, Developer must: (a) keep all routes used for Developer's construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by such Developer's construction traffic.

D. Stormwater Management and Erosion and Dust Control During Construction. During construction of any of the structures or Improvements on the Property, Developer must:

1. Install and implement such measures as necessary to temporarily divert or control any accumulation of stormwater away from or through the Property in a manner approved in advance by the Village Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary to prevent silt, dirt, snow, water, ice, and other materials from leaving the site and traveling onto other properties. All debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Property must be properly removed or disposed of in accordance with the Requirements of Law; and

3. Mitigate dust, smoke, and other particulates resulting from construction activities.

All installations made pursuant to this Section 5.D must be maintained by Developer until all final certificates of occupancy have been issued by the Village for the Development, except as otherwise may be approved by the Village Manager.

E. Issuance of Permits and Certificates.

1. **General Right to Withhold Permits and Certificates.** In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Development, at any time when, subject to applicable notice and cure provisions, if Developer has failed or refused to meet fully any of its respective obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement, the Development Approvals, or the Requirements of Law.

2. **Completion of Public Roads, Private Driveways, and Parking Areas.** No final certificate of occupancy associated with any new structure to be located on the Property will be issued until the final grading, application of final surface course, and, where applicable, striping of parking space for the roads, driveways, and parking areas serving the uses within such structure has been completed.

F. Completion of Construction; Site Restoration.

1. **Removal of Partially Constructed Structures and Improvements.** Subject to Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 90 days after notice from the Village: (a) remove any partially constructed or partially completed structures or Improvements from the Property; and (b) perform

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Site Restoration on that portion of the Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

2. **Removal and Restoration by Village.** In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.F.1 of this Agreement, the Village will have, and is hereby granted the right, at its option, to: (a) demolish and/or remove any of the partially completed structures and Improvements from any and all portions of the Property; (b) perform Site Restoration of the portions of the Property; and/or (c) cause the structures or Improvements on the portions of the Property to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including reasonable legal and administrative costs, actually incurred by the Village for such work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 12 of this Agreement, an amount of money sufficient to defray the entire cost of the work actually incurred by the Village, including reasonable legal fees and administrative expenses. If Developer does not so fully reimburse the Village, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance such work, then the Village will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 6.F.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, and/or in equity.

G. Damage to Public Property. Developer must 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 the development of the Property and construction of the Development. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair all damage caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

H. Tree Preservation. Developer must comply with all applicable tree preservation regulations set forth in Chapter 25 of the Village Code.

I. Exterior Lighting. All exterior lighting on the Property must comply at all times with the lighting requirements in the Village Code and conform to the Photometric Plan included as part of the Final Development Plan.

J. As-Built Plans. After completion of construction of any new structure or Improvement, Developer must submit to the Village Director of Development and Planning Services: (1) final "as-built" plans related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated structures; and (2) other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the Village Engineer and the Village Director of Development and Planning Services. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Property. A licensed Professional Engineer ("**PE**") and Professional Land Surveyor ("**PLS**") registered in the State of Illinois must stamp the as-built site construction plans. The PE and/or PLS must stamp and sign the final engineering pages of the site construction plans, and the PLS must stamp and sign the final site survey.

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K. Climate Action Plan. In furtherance of the Village's Climate Action Plan, Developer will incorporate the elements set forth in **Exhibit F** attached to this Agreement in the construction, operation, and maintenance of the Development

SECTION 7. RESERVED.

SECTION 8. PAYMENT OF FEES AND CONTRIBUTIONS. Developer will fully comply with, and cause to be paid, the fees in lieu of land contributions calculated pursuant to Article IV of the Subdivision Code for the following districts (collectively, "**Impact Fees**"):

- a. Northbrook Park District;
- b. Northbrook Public Library;
- c. Northbrook School District 28; and
- d. Glenbrook High School District 225.

The Impact Fees are based on a per unit basis and those Impact Fees applicable to the Development must be paid prior to the issuance of a certificate of occupancy for any residential structure on the Property, or portion thereof. Developer acknowledges that the payment of development impact fees imposed by Article IV of the Subdivision Code, as well as Chapter 19 of the Village Code, are reasonable and that Developer hereby holds harmless and releases the Village, the Northbrook Park District, the Northbrook Public Library, Northbrook School District 28, and Glenbrook High School District 225 (collectively, the "**Districts**") from any claim or other action Developer may have against either or both the Village or the Districts as a result of Article IV of the Subdivision Code, Chapter 19 of the Village Code, and the impact fees exacted thereunder for distribution to any District by the Village. Developer acknowledges and agrees that, if Developer is entitled to any credit toward the Impact Fees as a result of development impact fees previously paid by third-parties with respect to other proposed developments of the Property, and if such credit exceeds the Impact Fees otherwise due pursuant to this Section 8: (a) the Village will have no liability or responsibility whatsoever to pay to Developer the difference between the credit and the Impact Fees otherwise due; and (b) Developer must pursue any claim for any such payment with the affected Districts.

SECTION 9. DECLARATION OF COVENANTS. A declaration of covenants, easements, and restrictions, acceptable in form and substance to the Village Attorney, shall be recorded against the Property no later than 45 days after recording of the Final Plat and prior to any transfer of Lot by Developer. Such declaration shall provide for the creation of the Homeowners' Association (HOA) and shall, without limitation, codify the following provisions, conditions and restrictions of this Agreement

A. Homeowners' Association.

1. The membership in the HOA shall be mandatory for each and every owner, and successive owner, of each Lot within the Property.

2. The Declaration and bylaws of the HOA shall be established and must be approved by the Corporate Authorities prior to becoming effective. Further, said declaration and by-laws shall provide that they not be amended to conflict with this Agreement or the requirements of the Subdivision Code without approval by the Corporate Authorities.

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3. The HOA shall be responsible for the continuity, care, conservation and maintenance, including operation in a first rate condition and in accordance with predetermined standards, of the Stormwater Detention Area, any common areas, all equipment and appurtenances, and the cost of power required for such equipment and appurtenances located on the Stormwater Detention Area and common areas of the Property.

4. The HOA shall be responsible for the continuity, care, conservation and maintenance, including operation in a first rate condition and in accordance with predetermined standards, of all storm sewers located outside of the public Right-Of-Way, as well as the storm sewer connecting Outlot A.

5. The HOA shall be responsible for the continuity, care, conservation and maintenance, including operation in a first rate condition and in accordance with predetermined standards, of all automatic flushers located at the end of the watermain mainline.

6. The HOA shall be responsible for casualty and liability insurance and real estate taxes for the Stormwater Detention Area and common areas of the Property.

7. The owner of each residential Lot shall pay their *pro rata* share of all costs and expenses incurred by the HOA by means of an assessment to be levied by the HOA which meets the requirements for becoming a lien on the Property in accordance with statutes of the State of Illinois.

8. The HOA shall have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than fifty one percent of the members voting on the issue.

B. Creation of Easements.

1. An easement shall be created providing access over, on, and above the Stormwater Detention Area and common areas of the Property for the exclusive benefit of the owners of the Lots and for the benefit of the Village, for storm water drainage and detention, emergency, utility, enforcement and government services purposes, and for the purpose of maintaining the Stormwater Detention Area and common areas of the Property.

2. 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.

3. The easements for storm water drainage and detention shall remain unobstructed and shall not be blocked by a fence, landscaping, or any other structure or planting, of any kind or nature, erected within said easement without written approval of the Village Manager. In addition, no grade changes shall be permitted in said easement without the prior written approval of the Village Engineer.

C. General Provisions.

1. The Village, as well as the HOA, and the owner of each of Lot, shall have the right to enforce the Declaration.

2. The Village shall have the right, but not the obligation, after ten (10) days' written notice to the HOA, to perform any maintenance or repair work which, in the sole opinion of the Village, the homeowners' association has neglected to perform on the Stormwater

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Detention Area and common areas of the Property, to assess the membership of the HOA for such work and to file a lien against the property of the HOA or the property of any member of the HOA failing to pay the assessment.

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

SECTION 10. RESERVED.

SECTION 11. PAYMENT OF VILLAGE FEES AND COSTS. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the Village concerning the Development, Developer must pay to the Village the following fees and costs:

A. All application, inspection, and permit fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law or otherwise due as a result of the Development.

B. All reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses actually incurred in connection with: (1) the development of the Property, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents, including any amendments of this Agreement.

SECTION 12. PERFORMANCE SECURITY.

A. General Requirements. As security to the Village for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, Developer will provide to the Village performance and payment security ("**Guarantee**") in the form of one or more letters of credit ("**Letter of Credit**") in the amount set forth in Section 3-501 of the Subdivision Code, and in accordance with the terms set forth in the Subdivision Code. The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit G** to this Agreement and satisfactory to the Village Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the Village to draw from the Letter of Credit in the event that Developer does not fully reimburse the Village for any costs and expenses incurred by the Village for work performed on the Property pursuant to Section 6.F.2 of this Agreement. The Letter of Credit must be provided to the Village prior to the issuance of any permits for the Development and must be maintained at all times until all Improvements have been approved for the Development, and, as appropriate, accepted. The Guarantee will be administered pursuant to Sections 3-501 to 3-507 of the Subdivision Code.

B. Use of Guarantee Funds. If Developer fails or refuses to complete the Improvements in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Improvements, or remove partially completed buildings or structures as required by this Agreement, or fails or refuses to perform Site Restoration in accordance with a demand made pursuant to this Agreement, or fails or refuses to pay any amount demanded by the Village as and when required pursuant to this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the Village in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee. The Village thereafter shall

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have the right, subject to 30 days' notice and opportunity for cure, to exercise its rights under this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of any failure or refusal, and to reimburse itself from the proceeds of the letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the letter of credit are insufficient to repay fully the Village for all costs and expenses, then Developer shall upon demand of the Village therefor deposit with the Village any additional funds as the Village determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

C. Reductions in Guarantee. Concurrent with the approval and/or acceptance of Improvements in the manner provided in Section 5.D of this Agreement, the Guarantee may be reduced in a manner and in amounts authorized in Section 3-504 of the Subdivision Code.

D. Maintenance Guarantee. Immediately after any approval and, where appropriate, acceptance, by the Village of the Public Improvements pursuant to this Agreement, Developer must post a new guarantee in the amount of 10% of the actual total cost of the Improvements caused to be constructed or installed by Developer on the Property provided as (i) all cash or (ii) a combination of cash and a letter of credit (with at least 10% cash), as security for Developer's maintenance of such Improvements (each, a "**Maintenance Guarantee**"). The Maintenance Guarantee will be held by the Village in escrow until the date that is two year after the approval of the Improvement and where appropriate, acceptance by the Village of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the Village is required to draw on either Maintenance Guarantee by reason of Developer's failure to fulfill its maintenance obligations under this Section 12, then Developer, as the case may be, must within 10 days thereafter cause their respective Maintenance Guarantee to be increased to its full original amount.

SECTION 13. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. Developer acknowledges and agrees that the Village is not, and will 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 Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Development 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 will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. Village Procedure. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and of the Development Approvals, and Developer agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer agrees to, and does hereby, hold harmless, indemnify, and, at the election of the Village defend with counsel of the Village's choice, the Village 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 those parties in connection with: (i) the Village's review and approval of any plans for the Development or the

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Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development or the Improvements (collectively the "**Indemnified Claims**"); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

SECTION 14. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns. All obligations assumed by Developer under this Agreement are and will be binding upon Developer personally, upon any and all of its 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.

B. Successors and Transferees. To assure that all grantees, successors, assigns, and transferees of Developer, and all successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, Developer must, from and after the Effective Date:

1. 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 on title to the Property in the office of the Cook County Clerk's Recording Division per Section 19.0;

2. Notify the Village in writing at least 30 days prior to any date on which Developer transfers (as that term is defined in Section 14.C of this Agreement) a legal or beneficial interest in any portion of the Property to a third party, with the exception of leases to residential or retail tenants of the Development;

3. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined in Section 14.C of this Agreement, entered into for the sale of all or any portion of the Property; and

4. Except as provided in Section 14.C of this Agreement, require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any third party, the transferee of said portion or interest in the Property, must: (a) obtain Corporate Authority approval of an enforceable written agreement, in substantially the form of **Exhibit H** to this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**"); (b) execute the Transferee Assumption Agreement; and (c) provide the Village, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement, and providing the financial assurances required pursuant to this Agreement, and subsequent to discretionary approval of the Corporate Authorities, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will result in Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to Developer.

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C. Transfer Defined. For purposes of this Agreement, the term “transfer” includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise; provided, however, that the sale of an individual lot developed with a single-family home that has been issued a certificate of occupancy within the Development does not constitute a “transfer” hereunder.

D. Mortgagees of Property. This Agreement is and will be binding on all mortgagees of the Property or other secured parties automatically upon such mortgagee assuming title to the Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

SECTION 15. TERM. The provisions of this Agreement, unless terminated pursuant to the terms of this Agreement, run with and bind the Property and inure to the benefit of, be enforceable by, and obligate the Parties, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property from the date this Agreement is recorded and until the structures and Improvements are approved by the Village, and the Public 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 Developer, to execute appropriate and recordable evidence of the termination of this Agreement. Notwithstanding anything to the contrary in this Section 15, Developer’s indemnity and defense obligations as set forth in Section 13 of this Agreement will survive the termination of this Agreement. Approval or acceptance pursuant to this Section 15 will not constitute a waiver of any rights or claims that the Village has, before or after approval and acceptance, with respect to any breach of this Agreement by Developer or any right of indemnification of the Village by Developer.

SECTION 16. EVENTS OF DEFAULT.

A. Developer Events of Default. The following are Developer events of default (each an “*Event of Default*”) under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and remedies such default within a reasonable time.

3. Default by Developer for a period of 15 days after written notice thereof from the Village in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates

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and diligently pursues appropriate measures to remedy the default and in any event cures such default within a reasonable time.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Developer fails to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements and structures contemplated by this Agreement.

7. Developer abandons the Development. Abandonment will be deemed to have occurred when work stops on the Development for more than 90 consecutive days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement.

B. Events of Default by the Village. The following are Village Events of Default under this Agreement:

1. If any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by the Village in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Uncontrollable Circumstances, default by the Village for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the Village, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

SECTION 17. REMEDIES FOR DEFAULT AND ENFORCEMENT.

A. Remedies for Default. In the case of an Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement and subject to the provisions hereinafter set forth, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable

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in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 6.F of this Agreement, the Village may, without prejudice to any other rights and remedies available to the Village, require: (a) the demolition and removal of any partially constructed or partially completed buildings, structures, or Improvements from the Property; and (b) the performance of Site Restoration. Concurrent with the Village's exercise of its rights under Section 6.F, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in this Agreement, without protest or objection by Developer.

3. In case the Village has proceeded to enforce its rights under this Agreement and such proceedings have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village will continue as though no such proceedings had been taken.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement, including the provisions of this Section 17, Developer agrees that it will not seek, and does 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 of the Village, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

C. Repeal of Development Approvals. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will have the absolute right to repeal and revoke the Development Approvals with respect to the Development if a Developer Event of Default occurs under this Agreement.

D. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 18. WARRANTIES AND REPRESENTATIONS.

A. By the Village. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a home rule municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Village; (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and (iii) do not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and

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3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

B. By Developer. Developer, and the person executing this Agreement on behalf of Developer, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Developer is now a party or by which Developer is now or may become bound including any mortgages, secured loans, or instruments granting another party a superior interest the Property or the Development and that any parties with such interests must have executed a "**Consent and Subordination Agreement**" in substantially the form attached to this Agreement as **Exhibit I**;

4. The applications, plans, materials, and other submissions Developer has provided to the Village accurately and truthfully represent Developer's capabilities, resource, and intentions for the construction of the Development on the Property as of the Effective Date. Developer agrees and acknowledges that these submissions have served to induce the Village to enter into this Agreement and that any material misrepresentation contained in Developer's submissions will constitute an incurable Event of Default pursuant to Section 16 of this Agreement;

5. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting Developer or the Property which would impair Developer's ability to perform under this Agreement;

6. Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement;

7. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement;

8. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement; and

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9. All Improvements constructed or installed by or on behalf of Developer pursuant to this Agreement will be constructed and installed in accordance with high standards of professional practice, care, skill, and diligence practiced by recognized firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement. Any work required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 19. GENERAL PROVISIONS.

A. Notices. Any notice required to be given under this Agreement must be in writing and must 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 e-mail. E-mail notices will be deemed valid and received by the addressee when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, 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 will 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 19.A, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

If to the Village: Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
Attention: Village Manager
Email: Cara.Pavlicek@Northbrook.il.us

with a copy to: Elrod Friedman LLP
325 North LaSalle Street
Suite 450
Chicago, IL 60654
Attention: Steven M. Elrod, Village Attorney
Email: Steven.Elrod@ElrodFriedman.com

If to Developer: American LLC
1425 W. Cherry rd #104
Buffalo Grove IL
Attention:
Email: *info@americancorp11c.com*

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies, and benefits allowed by law.

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D. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. Consents. Unless otherwise provided in this Agreement, whenever the permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

F. Governing Law; Venue. This Agreement will be interpreted according to the internal laws, but not the conflicts of laws rules, of the State of Illinois. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire Agreement shall be invalid, void, and unenforceable.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the parties with respect to the subject matter of this Agreement.

I. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

J. Headings. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

K. Exhibits. Exhibits A through I attached to this Agreement are incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

L. Amendments and Modifications.

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

2. Amendments or modifications to the Development Approvals can be considered and acted on by the Village without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning

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Code and Subdivision Code and the provisions of this Agreement are satisfied. Amendments or modifications to the Development Approvals will be incorporated into this Agreement and/or the Exhibits attached to this Agreement, without further action by the Parties.

M. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law will be deemed to include any modifications of, or amendments to the Requirements of Law as may, from time to time, hereinafter occur.

N. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of Developer and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by Developer, purportedly on behalf of the Village, without the knowledge and approval of the Corporate Authorities.

O. Recording. The Village will record this Agreement against title to the Property, at the sole cost and expense of Developer, with the Cook County Clerk's Recording Division.

P. Counterpart Execution. This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument.

Q. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

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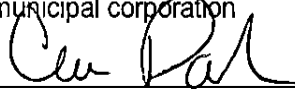
IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:



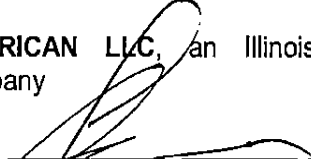
Village Clerk

VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation

By: 

Cara Pavlicek
Its: Village Manager

AMERICAN LLC, an Illinois limited liability company

By: 

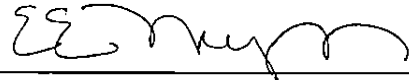
Its: President

Property of Cook County Clerk's Office

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STATE OF IL)
)
COUNTY OF COOK) SS

This instrument was acknowledged before me on Feb. 7, 2024, by Serhiy Syhlyak owner of **AMERICAN LLC**, an Illinois limited liability company and by _____, the _____ of said corporation.



Signature of Notary

SEAL



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LIST OF EXHIBITS

Exhibit A	Property Legal Description
Exhibit B	Final Plat
Exhibit C	Reserved
Exhibit D	Final Engineering Plan
Exhibit E	Final Landscape Plan
Exhibit F	Climate Action Plan
Exhibit G	Form Letter of Credit
Exhibit H	Transferee Assumption Agreement
Exhibit I	Consent and Subordination Agreement

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEING A SUBDIVISION OF LOTS 26, 27, 28, 29 AND THE SOUTH 13 FEET OF LOT 30 IN OLIVER SALINGER AND COMPANY'S DUNDEE ROAD ACRES, BEING A SUBDIVISION OF THE EAST 36 RODS OF THE WEST 74 RODS OF THE SOUTH 120 RODS OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 04-04-303-030-0000; 04-04-303-031-000

Commonly known as 2600 Dundee Road & 759 Greenwood Road, Northbrook, Illinois. 60062

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EXHIBIT B

FINAL PLAT

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT C

RESERVED

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT D

FINAL ENGINEERING PLAN

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT E

FINAL LANDSCAPING PLAN

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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EXHIBIT F

CLIMATE ACTION PLAN

The following sustainable measures will be taken on the Property:

1. Install electric vehicle charging ports in the garage of each house;
2. Install solar ready roof zones on each house;
3. Energy efficient water fixtures, lighting fixtures, and appliances in all five houses;
4. Use sustainable building materials in all five houses; and
5. Install permeable hardscaping materials on all five lots.

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EXHIBIT G FORM LETTER OF CREDIT

IRREVOCABLE STANDBY 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, Illinois 60062
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. ____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars (\$ _____) for account of _____ (the "**Customer**").

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

"Drawn under _____
Irrevocable Standby Letter of Credit No. __ Dated: _____, ____"

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as **Exhibit 1** and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

(a) A written statement on the form attached hereto as **Exhibit 2** stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached hereto as **Exhibit 3** stating that all or any part of the improvements required to be constructed by the Customer at 2600 Dundee Road & 759 Greenwood Road, Northbrook, Illinois (the "**Property**") pursuant to the Development Agreement dated July __, 2023 by and between the Village of Northbrook and American LLC (the "**Agreement**") have not been constructed in accordance with the Agreement or the Village's general ordinances, codes, or regulations; or

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(c) A written statement on the form attached hereto as **Exhibit 4** stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village by the Customer in conjunction with the redevelopment of the Property pursuant to the Agreement or the Village's general ordinances, codes, or regulations, have not been paid in the required time period; or

(d) A written statement on the form attached hereto as **Exhibit 5** stating that all or any portion of the maintenance, repair, or restoration of the property required to be performed by the Customer pursuant to and in accordance with the Agreement or the Village's general ordinances, codes, and regulations has not been performed; or

(e) A written statement on the form attached hereto as **Exhibit 6** stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed pursuant to and in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us 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. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking 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 in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, 20____, as stated hereinabove; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. 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.

5. 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.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement or the Village's general ordinances, codes, or regulations.

7. This Letter of Credit is irrevocable.

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This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "**Uniform Customs**"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

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EXHIBIT 1 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied/Revised by Issuing Bank]

To: [BANK NAME, ADDRESS, AND CONTACT PERSON]

Date:

Drawn under _____ Irrevocable Standby Letter of
Credit No. _____ Dated: _____, 202_.

Pursuant to the attached documentation, Village of Northbrook ("**Beneficiary**") hereby demands that _____ pay to the order of Beneficiary the amount of \$ _____, by wire transfer with the following instructions:

Bank Name:
Account Number:
ABA Routing Number:

By _____
Name: _____
Title: _____
Date: _____

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EXHIBIT 2 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 202_ in the amount of \$_____ will expire within 35 days or less and that _____ has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

Village Manager

Property of Cook County Clerk's Office

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EXHIBIT 3 TO FORM OF IRREVOCABLE STANDBY 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 by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to that certain Development Agreement dated July __, 2023 by and between the Village of Northbrook and American LLC (the "**Agreement**") have not been constructed in accordance with the Agreement or the Village's general ordinances, codes, and regulations.

Very truly yours,

Village Manager

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EXHIBIT 4 TO FORM OF IRREVOCABLE STANDBY 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 to the Village by the Customer (as that term is defined in the above-referenced Letter of Credit) in conjunction with the redevelopment of property pursuant to that certain Development Agreement dated July __, 2023 by and between the Village of Northbrook and American LLC or the Village's general ordinances, codes, or regulations, have not been paid in the required time period.

Very truly yours,

Village Manager

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EXHIBIT 5 TO FORM OF IRREVOCABLE STANDBY 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 maintenance, repair or restoration required to be performed by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to and in accordance with that certain Development Agreement dated July __, 2023 by and between the Village of Northbrook and American LLC, or the Village's general ordinances, codes, and regulations, has not been performed.

Very truly yours,

Village Manager

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EXHIBIT 6 TO FORM OF IRREVOCABLE STANDBY 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 undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to that certain Development Agreement dated July __, 2023 by and between the Village of Northbrook and American LLC (the "**Agreement**") have not been performed pursuant to and in accordance with the Agreement.

Very truly yours,

Village Manager

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EXHIBIT H

TRANSFeree ASSUMPTION AGREEMENT

THIS TRANSFeree ASSUMPTION AGREEMENT is made as of this _____ day of _____, 20__, between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("**Village**"), **AMERICAN LLC**, an Illinois limited liability company ("**Developer**"), and _____, a _____ ("**Transferee**").

WITNESETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from Developer certain real property situated in Cook County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement ("**Property**"); and

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

WHEREAS, as a condition to the conveyance of the Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of July __, 2023, and recorded in the office of the Cook County Clerk's Recording Division on _____, 20__, as Document No. _____, by and between the Village and Developer ("**Development Agreement**");

NOW, THEREFORE, in consideration of the agreement of Developer 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, Developer, 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 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 Developer in the Development Agreement, including all exhibits and attachments, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer or the Property.

3. **Payment of Village Fees and Costs**. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee must 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.

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

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

ATTEST:

VILLAGE OF NORTHBROOK,
an Illinois home rule municipal corporation

By: _____

Village Clerk

Its: Village Manager

ATTEST:

AMERICAN LLC, an Illinois limited liability Company

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

[TRANSFEREE],
a _____

By: _____

By: _____

Its: _____

Its: _____

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

This instrument was acknowledged before me on _____, 20__, by _____, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

 Signature of Notary

SEAL

Property of Cook County Clerk's Office

