ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this 14th day of February, 1989, by and between the **VILLAGE OF NORTHBROOK** (the "Village") by and through the President and Board of Trustees of the Village (the "Corporate Authorities"), **LA SALLE NATIONAL BANK**, not individually, but as Trustee under Trust Agreement dated October 25, 1988 and known as Trust Number 113872 ("Trustee"), **FREED NORTHBROOK LIMITED PARTNERSHIP**, an Illinois limited partnership ("Freed") and **JOSEPH FREED**.

RECITALS

1. The Village is a Home Rule Unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.

2. Trustee is the owner of record of a certain tract of property known as Forest Preserve District Parcel #8 located along the west side of the Edens Expressway and 350 feet south of Vermont Avenue and legally described in Exhibit A attached hereto and, by this reference, made a part hereof (the "Subject Property").

3. Freed is an Illinois limited partnership which was created on December 12, 1988. Freed is made up of two (2) general partners, Joseph Freed individually and Freednor, Inc., an Illinois corporation incorporated December 6, 1988 and consisting of a sole shareholder, Joseph Freed. Freed has one limited partner at the present time, Joseph Freed.

4. Freed is the sole beneficiary of LaSalle National Bank Trust Number 113872.

5. The Subject Property is contiguous to the corporate limits of the Village and not within the limits of any other municipality.

6. Trustee and Freed desire and propose to have the Subject Property, and the contiguous right-of-way, annexed to the Village in accordance with the terms and provisions of this Agreement.

7. Trustee and Freed intend to develop the Subject Property or cause the Subject Property to be developed, pursuant to, and in accordance with, all rules, codes and ordinances of the Village.

8. Pursuant to the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code, Ill. Rev. Stat. ch. 24, §11-15.1-1, a proposed Annexation Agreement, in substance and form substantially the same as this Agreement, was submitted to the Corporate Authorities and, pursuant to notice published in the Northbrook Star on January 26, 1989 as provided by Statute, a public hearing was held thereon on February 14, 1989.

9. Pursuant to due notice and advertisement in the manner provided by law, the Plan Commission of the Village has held such public hearings as are prescribed by law and has made its recommendations with respect to the requested commercial zoning classification for the Subject Property.

9. All petitions and other documents necessary to accomplish the annexation of the Subject Property to the Village have been executed.

10. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Subject Property to the Village and its zoning pursuant to the terms and conditions herein set forth would further enable the Village to control the development of the area and would serve the best interests of the Village.

AGREEMENT

In consideration of the premises, mutual covenants and agreements herein set forth, and pursuant to the provisions of Ill. Rev. Stat. ch. 24, §11-15.1-1 et seq., the parties hereto do hereby agree as follows:

1. Premises. The foregoing recitals are hereby incorporated herein as substantive provisions of this Agreement.

2. Adoption of Annexation Ordinance. Subsequent to the execution of this Agreement by all parties hereto, the Corporate Authorities shall adopt a valid and binding ordinance annexing the Subject Property and all contiguous and adjacent

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rights-of-way and highways to the Village ("the Annexation Ordinance").

3. Adoption of Ordinance Zoning the Property. Subsequent to the adoption of the Annexation Ordinance, the Corporate Authorities shall adopt a valid and binding ordinance zoning the Subject Property into the C-5 Boulevard Commercial District of the Northbrook Zoning Code. Freed does hereby acknowledge that said zoning is presently proper for the Subject Property. Nothing herein shall prevent Trustee and Freed from petitioning the Village for the necessary zoning and development approvals to develop the Subject Property and certain contiguous property as a planned unit development. Nothing herein shall bind or obligate the Village to grant such approvals.

4. Future Change in Laws. The Village reserves the right to amend its Zoning and Subdivision Code, its Building Code and other Codes and Ordinances affecting the development of the Subject Property at any time as may be reasonably necessary for the protection of the public health, welfare and safety by general Ordinance Amendments applicable to the development of all the property in the Village, but no such amendment of any ordinance aforedescribed shall be either discriminatory in its effect upon the development of the Subject Property, nor shall it alter, modify delay, restrict or preclude any use of the Subject Property presently permitted under the C-5 zoning classification of the Northbrook Zoning Code.

5. Water. For the purpose of providing water to the Subject Property, Freed shall be permitted to connect to the existing Village water mains at such point or points as shall be determined and approved by the Village Engineer. Any connections made by Freed shall be made in such manner, and shall be subject to such fees as prescribed and approved by the Village Engineer and other applicable governmental bodies and agencies having jurisdiction.

6. Sanitary And Storm Sewers. Freed shall provide sanitary sewer and storm sewer service to the Subject Property by connecting into the existing sanitary and storm sewers at such

point or points as shall be determined and approved by the Village Engineer. Any connections made by Freed shall be made in such manner and shall be subject to such fees as prescribed and approved by the Village Engineer and other applicable governmental bodies and agencies having jurisdiction.

7. Term. This Agreement shall be in full force and effect from and after the date of its execution for a period of twenty (20) years. However, it is agreed that in the event that the annexation of the Subject Property or any of the terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year term.

8. Amendments. This Agreement may be amended by the same procedure as required by Illinois statutes for its original execution and approval.

9. Binding Effect. This Agreement shall bind the parties hereto, the heirs, successors and assigns of Trustee and Freed, the Village, its Corporate Authorities, and successors in office, and be enforceable by order of court pursuant to the provisions of the statutes made and provided. Nothing herein shall in any way prevent alienation or sale of the Subject Property or any portion thereof, except that said sale shall be subject to the provisions hereof and of the Zoning Ordinance of the Village modified by the provisions hereof, and the new owner or owners shall be both benefited and bound by the conditions and restrictions herein and therein expressed.

It is further understood that in the event any provisions of this Agreement shall be deemed invalid, then the invalidity of said provisions shall not affect the validity of any other provisions hereof.

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IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

VILLAGE OF NORTHBROOK

By: Richard T. Falcone
Village President

ATTEST:

Lorraine M. Lewis
Village Clerk

FREED NORTHBROOK LIMITED PARTNERSHIP, an Illinois limited partnership

By: X Joseph Freed
General Partner

ATTEST:

X Allen M. Burr

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

THIS INSTRUMENT IS EXECUTED BY LA SALLE NATIONAL BANK, NOT PERSONALLY BUT SOLELY AS TRUSTEE, AS AFORESAID, IN THE EXERCISE OF THE POWER & AUTHORITY CONFERRED UPON & VESTED IN IT AS SUCH TRUSTEE. ALL THE TERMS, PROVISIONS, STIPULATIONS, COVENANTS & CONDITIONS TO BE PERFORMED BY LA SALLE NATIONAL BANK ARE UNDERTAKEN SOLELY AS TRUSTEE, AS AFORESAID, & NOT INDIVIDUALLY & ALL STATEMENTS HEREIN MADE ARE MADE ON INFORMATION & BELIEF & ARE TO BE CONSTRUED ACCORDINGLY, & NO PERSONAL LIABILITY SHALL BE ASSERTED OR BE ENFORCEABLE AGAINST LA SALLE NATIONAL BANK BY REASON OF ANY OF THE TERMS, PROVISIONS, STIPULATIONS, COVENANTS AND/OR STATEMENTS CONTAINED IN THIS INSTRUMENT.

LA SALLE NATIONAL BANK, not individually, but as Trustee under Trust Agreement dated October 25, 1988 and known as Trust No. 113872.

By: X
ASSISTANT VICE PRESIDENT
Its: X

ATTEST:

ASSISTANT SECRETARY

X Joseph Freed
JOSEPH FREED

ATTEST:

X Allen M. Burr

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on March 28, 1989, by RICHARD T. FALCONE, the Village President of THE VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by LENA LEWIS, the Village Clerk of said municipal corporation.

"OFFICIAL SEAL"
LINDA SABATINI
Notary Public, State of Illinois
My Commission Expires 11-19-91

(SEAL)

Linda Sabatini
Signature of Notary

My Commission expires: 11-19-91

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on March 15, 1989, by Corinne Bole, the Asst. President of the LA SALLE NATIONAL BANK, a national banking association, and by Rita Slimm Walter, the Assistant Secretary of said association.

"OFFICIAL SEAL"
Evelyn F. Moore
Notary Public, State of Illinois
My Commission Expires Aug. 9, 1989

(SEAL)

Evelyn F. Moore
Signature of Notary

My Commission expires: 8-9-89

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on MARCH 14, 1989, by JOSEPH FREED, an individual in his individual capacity and as general partner of Freed Northbrook Limited Partnership, an Illinois limited partnership.

OFFICIAL SEAL
DOROTHY R BOYLE
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP DEC 16, 1990

(SEAL)

Dorothy R Boyle
Signature of Notary

My Commission expires: 12-16-90

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EXHIBIT A

That part of Government Lot 2 of the Northeast 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois (except the West 10.76 acres thereof) lying Westerly of Edens Expressway.

DEPT-09 $1.60
T#1111 TRAN 8891 04/04/89 11:51:00
#8265 # A *-89-146226
COOK COUNTY RECORDER

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