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3-6-89
Mr. [unclear]

AFTER RECORDING RETURN TO:
Recorder's Box 337

THIS DOCUMENT PREPARED BY:
BURKE BOSSELMAN & WEAVER
55 West Monroe Street
Suite 800
Chicago, Illinois 60603

Property of Cook County Clerk's Office

DEPT-07
\$1.60
T#1111 TRAN 3885 95/10/89 15.33.00
#1111 12-31-89
COOK COUNTY RECORDER

ANNEXATION AGREEMENT
BY AND BETWEEN
THE VILLAGE OF NORTHBROOK,
FIRST AMERICAN BANK
AS TRUSTEE AND U/T/A #E88-148,
AND
BRANDESS HOME BUILDERS, INC.
DATED March 14, 1989

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OFFICIAL BUSINESS OF THE
VILLAGE OF NORTHBROOK
W.L. [unclear], AGENT

UNOFFICIAL COPY

LIST OF EXHIBITS

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Agreement.

Property in accordance with the terms and provisions of this Agreement.

6. The Developer desires and proposes to develop the Property in accordance with the terms and provisions of this Agreement. Rev. Stat. ch. 24, § 7-1-8 (1987), and with the terms and provisions of Section 7-1-8 of the Illinois Municipal Code, 111.

5. The Owner and the Developer desire and propose to have the Property annexed to the Village in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 111.

4. The Owner and the Developer have heretofore filed with the Village Clerk a duly executed petition signed by the owner of the Property and by at least 51 percent of the electors within the boundaries of the property seeking annexation of the Property to the Village together with a plat of annexation of the Property.

3. The Property is contiguous to the corporate limits of the Village and not within the limits of any other municipality. reference, made a part hereof (the "Property").

2. First American is the legal owner and Developer of the Property. The Village is a Home Rule Unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.

RECITALS

This Agreement is made and entered into this 14th day of March, 1989, by and between the VILLAGE OF NORTHBROOK, an Illinois municipal corporation (the "Village"), by and through the President and Board of Trustees of the Village (the "Corporate Authorities"), FIRST AMERICAN BANK, an Illinois banking corporation, not individually, but as Trustee under a Trust Agreement dated August 1, 1988 and known as Trust No. 888-148 ("First American") (sometimes referred to hereinafter as the "Owner"), and BRANDRESS HOME BUILDERS, INC., an Illinois corporation (the "Developer").

ANNEXATION AGREEMENT

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part of this Agreement.

1. Premises. The foregoing recitals are hereby made a part of this Agreement. do hereby agree as follows: Ill. Rev. Stat. ch. 24, § 11-15.1-1 et seq., the parties hereto agreements herein set forth, and pursuant to the provisions of In consideration of the premises, mutual covenants and

AGREEMENT

interests of the Village. to control the development of the area and would serve the best and conditions herein set forth would further enable the Village the Village and its zoning and development pursuant to the terms sideration, have concluded that the annexation of the Property to- 11. The Corporate Authorities, after due and careful con-

Municipal Code, Ill. Rev. Stat. ch. 24, § 7-1-1 (1987). accordance with the provisions of Section 7-1-1 of the Illinois to all appropriate entities and officials pursuant to and in 10. Notice of the Annexation has been, or will be delivered executed.

9. All petitions and other documents necessary to accom- plish the annexation of the Property to the Village have been variations for the Property.

for a planned development, and plat of subdivision and necessary mandatories with respect to the requested rezoning, special permit- public hearings as are prescribed by law and has made its recom- provided by law, the Plan Commission of the Village has held such

8. Pursuant to due notice and advertisement in the manner on March 14, 1989. ived by Statute, a public hearing was convened and held thereon published in the Northbrook Star on February 23, 1989, as pro- submitted to the Corporate Authorities and, pursuant to notice

substance and form substantially the same as this Agreement, in § 11-15.1-1 et seq. (1987), a proposed Annexation Agreement, in of the Illinois Municipal Code, Ill. Rev. Stat. ch. 24, 7. Pursuant to the provisions of Section 11-15.1-1 et seq.

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Property shall consist of a residential planned development on one (1) zoning lot, which shall be one (1) subdivided lot containing twenty (20) sublots, with no more than fourteen (14) attached single family units and no more than six (6) detached single family units (each of which units are collectively referred to as "Townhome" or "Townhomes"), one per subplot (sublots

5. Development of the Property. The development of the access from Dundee Road to the Property. to permit two private roads to provide of the Northbrook Subdivision Ordinance grant a variation from Section VI-B-1(a) at "E" (the "Final Plat"); (2) pages, attached hereto as Exhibit-November 2, 1988 and consisting of two Co., Inc. with latest revision date of the Property, prepared by B. R. Suh & approve the final plat of subdivision of

shall: Exhibit "E" (the "Subdivision Resolution"), which resolution binding resolution in substantially the form attached hereto as following the adoption of the Rezoning Ordinance and the Development Ordinance, the Corporate Authorities shall adopt a valid and immediately Approval of Final Plat of Subdivision. Immediately

3. Adoption of Zoning and Development Ordinances. Immediately following the adoption of the Annexation Ordinance, the Corporate Authorities shall adopt a valid and binding ordinance in substantially the form attached hereto as Exhibit "C" containing any and all necessary variations, zoning the Property into the R-6 Multiple Family Residential District of the Northbrook Zoning Code (1988), and adding the Property to said map in the R-6 District (the "Rezoning Ordinance"), and shall also adopt a valid and binding ordinance in substantially the form attached hereto as Exhibit "D" granting a special permit for a planned development on the Property (the "Special Permit Ordinance").

2. Adoption of Annexation Ordinance. Subsequent to the execution of this Agreement by the parties hereto, the Corporate Authorities shall annex the Property to the Village by the adoption of a valid and binding ordinance in substantially the form attached hereto as Exhibit "B" (the "Annexation Ordinance").

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the elevations and floor plans for "Brandess Home Builders Adult Living Development," prepared by E/W Associates in Architecture, Ltd., consisting of seven (7) pages and with latest revision dates as follows: Sheet 1 undated; Sheets 2, 4, 5 and 6 dated April 5, 1988; and Sheets 3 and 7 dated May 4, 1988; and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this

the Landscape Plan, prepared by Robert Campbell and Associates, Inc., with latest revision date of December 12, 1988, and consisting of one (1) page, and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "I" (the "Landscape Plan");

the final Engineering Plan, prepared by Seton Engineering Company, consisting of eight (8) pages with latest revision dates as follows: Sheets 1, 2, 3 and 5 dated February 21, 1989; Sheets 4, 6 and 8 dated January 13, 1989; and Sheet 7 dated January 23, 1989; and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "H" (the "Final Engineering Plan");

the Site Plan, prepared by Seton Engineering Company, with latest revision date of February 28, 1989, and consisting of one (1) page, and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "G" (the "Site Plan");

- a. the provisions of this Annexation Agreement;
- b. the provisions of the Special Permit Ordinance;
- c. the Site Plan, prepared by Seton Engineering Company, with latest revision date of February 28, 1989, and consisting of one (1) page, and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "G" (the "Site Plan");
- d. the final plan;
- e. the final Engineering Plan, prepared by Seton Engineering Company, consisting of eight (8) pages with latest revision dates as follows: Sheets 1, 2, 3 and 5 dated February 21, 1989; Sheets 4, 6 and 8 dated January 13, 1989; and Sheet 7 dated January 23, 1989; and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "H" (the "Final Engineering Plan");
- f. the Landscape Plan, prepared by Robert Campbell and Associates, Inc., with latest revision date of December 12, 1988, and consisting of one (1) page, and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "I" (the "Landscape Plan");
- g. the elevations and floor plans for "Brandess Home Builders Adult Living Development," prepared by E/W Associates in Architecture, Ltd., consisting of seven (7) pages and with latest revision dates as follows: Sheet 1 undated; Sheets 2, 4, 5 and 6 dated April 5, 1988; and Sheets 3 and 7 dated May 4, 1988; and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this

containing a Townhome are hereinafter collectively referred to as "Townhome Lots"; and two (2) outlots ("Outlot A" and "Outlot B"). Outlot A shall contain all common areas of the property, including but not limited to storm water detention areas ("Base-ment for Storm Water Detention"), open space and other improve-ments (collectively the "Common Area"). Outlot B shall contain the private internal roadways (the "Road"). Further, the development of the property shall, except for minor alterations due to final engineering and site work approved by the Village Engineer, be in strict accordance with the following:

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attached hereto as Exhibit "K", all right, title and interest in
Quitclaim Deed with no warranties, substantially in the form
1989, the Village hereby agrees to convey to the Owner by
Developer on behalf of the Owner at the auction held on March 14,

9. Conveyance of Road. Pursuant to the bid made by the
effective date of this Agreement, or as later amended.

10. Building and Construction Regulations. All buildings
on the Property shall be constructed in accordance with Chap-
ter 6, entitled "Building and Construction Regulations," of the
Northbrook Municipal Code (1988), as amended, and all other ap-
plicable codes, ordinances and regulations existing on the ef-
fective date of this Agreement, or as later amended.

11. Annexation Fee. In consideration of the impact of the
development of the Property on the Village and the resulting
increase in the level of municipal services and administrative
costs required thereby, Developer agrees that it shall pay to the
Village, in addition to other specific sums required by other
paragraphs of this Agreement, the sum of TEN THOUSAND DOLLARS
(\$10,000.00) (\$500.00 per Townhome) to be deposited into the
Village's general fund and used at the discretion of the Village
for the general purposes of the Village. Said sum shall be paid
by a certified or cashier's check prior to the recording of the
Final Plat for the Property.

12. Donations and Contributions. The Developer hereby
acknowledges and represents that it has entered into binding
agreements with the Northbrook Park District and the Board of
Education of School District 27, Cook County, Illinois, pursuant
to which impact donations will be made.

13. Reference Incorporated herein as Exhibit "J" (the "Elevations and Floor Plans");
h. the provisions as they now exist and as they may from time to time be amended of the R-6 Multiple Family Residential District of the Northbrook Zoning Code (1988);
i. all other applicable provisions of the Northbrook Zoning Code (1988) as the same may, from time to time, be amended;
j. any and all other applicable federal, state and Village laws, statutes, ordinances and regulations.

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- (f) The membership in the Homeowners' Association shall be mandatory for each and every owner, and successive owner, of each and every Townhome Lot.
- (ff) The By-Laws of the Homeowners' Association shall be established and must be approved by the Corporate Authorities. Further, said By-Laws shall not be amended prior to becoming effective.

a. Homeowners' Association.

Annexation Agreement:

the following provisions, conditions and restrictions of this "Homeowners' Association" and shall, without limitation, codify provide for the creation of a homeowners' association (the prior to the sale of any Townhome Lot. Such declaration shall the Village Attorney, shall be recorded against the Property easements and restrictions, acceptable in form and substance to a Declaration of Covenants. A declaration of covenants,

resolution duly adopted.

the approval of the Corporate Authorities of the Village by filed or rescinded except as set forth in the Declaration, without provide that the aforesaid easement shall not be amended, modified or rescinded except as set forth in the Declaration, without access for such properties to and from Dundee Road, and shall and immediately west of the Property and the Drive to allow easement shall be for the benefit of the properties lying north the Drive, in a form acceptable to the Village Attorney, which declaration granting an easement for ingress and egress across a portion of the final plat, the Owner and Developer shall record a-quent to the recordation of Exhibit K, and prior to the recorda-

10. Conveyance of Easement for Ingress and Egress. Subse-

Office of the Cook County Recorder of Deeds. the Village, and shall be recorded by the Developer with the Deed shall be executed by the Village upon receipt of said sum by be paid in full upon execution of this Agreement. The Quitclaim (\$8,000.00), in cash or certified or cashier's check, said sum to and that the Village agrees to accept is Eight Thousand Dollars The consideration that the Owner and the Developer agree to pay for public utilities to be reserved by the Village unto itself. described on the aforesaid Exhibit "K", except certain easements that portion of Laburnum Drive (the "Drive") which is legally

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(11) The Village shall have the right, but not the obligation, after ten (10) days' written notice to the Homeowners' Association, to perform any maintenance or repair work which, in the sole opinion of the Village, the Homeowners' Association, shall have the right to enforce the declaration.

(1) The Village, as well as the owner of each Townhome, shall have the right to enforce the declaration.

General Provisions.

(11) Utility and enforcement easements shall be granted to the Village and other governmental bodies and utility services over, on, and across the property and the Townhome Lots, for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

(1) An easement shall be created providing access over, on and above Outlots A and B to and from all Townhome Lots for the exclusive benefit of the Homeowners' Association and its members and for the benefit of the Village, for emergency, utility, enforcement and governmental services purposes only.

b. Creation of Easements.

(vi) The Homeowners' Association shall have the right to adjust the assessment to meet changed needs. The membership vote shall not be fixed at more than two-thirds (2/3) of the members voting on the issue.

(v) The owners of every Townhome shall pay their pro rata share of all costs and expenses incurred by the Homeowners' Association by means of an assessment to be levied by the Homeowners' Association which meets the requirements for becoming a lien on the property in accordance with statutes of the State of Illinois.

(iv) The Homeowners' Association shall be responsible for casualty and liability insurance and real estate taxes for the common areas.

(iii) The Homeowners' Association shall be responsible for the continuity, care and conservation, in good standing, of the property in accordance with all applicable laws, ordinances and regulations, and for the continuity, care, conservation, maintenance, including plowing or removal of snow on the Road, and operation in a first rate condition and in accordance with predetermined standards, of the Road, the Basement for Storm Water Detention and all other common areas.

Without approval by the Corporate Authorities.

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b. No change shall be made in the finished grade of the land within the Easement for Storm Water Detention, nor shall any construction of any kind whatsoever be erected or permitted to exist within the Easement for Storm Water Detention which might materially impede storm water drainage therein or materially reduce the storm water detention capacity thereof. Trees, shrubs, fences and normal landscape planting shall be permitted for the sole purpose of storm water detention and drainage.

a. The area of the property delineated on the final plat as "Easement for Storm Water Detention" shall be continuously maintained in a first rate manner by the Homeowners' Association, and an easement on, under and above the Easement for Storm Water Detention is hereby granted to, and for the use and benefit of, all of the Townhome Lots and Outlots A and B in this subdivision.

13. Storm Water and Drainage Detention.

owners' Association with respect to Outlots A and B. responsible for all of the duties and obligations of the Home- creation of said Homeowners' Association, the Developer shall be Outlots A and B to said Homeowners' Association. Prior to the shall deed, or cause to be conveyed, the fee simple title to Association referred to in Paragraph 19 above, the Developer Association referred to in Paragraph 19 above, the Developer

12. Common Areas.

Upon the creation of the Homeowners' Association referred to in Paragraph 19 above, the Developer shall deed, or cause to be conveyed, the fee simple title to Outlots A and B to said Homeowners' Association. Prior to the creation of said Homeowners' Association, the Developer shall be responsible for all of the duties and obligations of the Homeowners' Association with respect to Outlots A and B.

(iv)

The declaration shall contain an express acknowledgement that the Road is a private road, is not built in accordance with applicable Village standards for dedicated rights-of-way and is to be maintained by the Homeowners' Association. The declaration shall further provide that the Village shall be under no obligation to accept dedication of the Road at any time.

(iii)

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

Association has neglected to perform on Outlots A and B, to assess the membership for such work and to file a lien against the property of the Homeowners' Association or the property of any member failing to pay the assessment.

Property and that benefit the Property. Computation of such sewer improvements that have been developed in the area of the equitable share of all prior water, sanitary sewer and storm Village and prior to the recording of the Final Plat, a fair and hereby unconditionally agree to pay, promptly upon request by the 14. Utility Recapture. The Owner and the Developer do

the Village.
ment for Storm Water Detention to, or an acceptance thereof by, substitute a dedication of any portion of Outlot A or of the Base-
f. Nothing in this paragraph shall be construed to con-

Law.
same manner as mortgage foreclosure proceedings as permitted by charge, with interest and costs, and to enforce such lien in the the Outlot A and the Village shall have the right to collect such with interest and costs of collection, shall become a lien upon writing by the Village for such payment, such charge, together owners, Association within thirty (30) days following a demand in is incurred. If the amount so charged is not paid by the Home- including administrative costs, either before or after such cost sufficient to defray the entire cost of such work or action, have the right to charge the Homeowners' Association an amount formed any work pursuant to this paragraph, the Village shall e. In the event that the Village shall cause to be per-

the Easement for Storm Water Detention.
Outlot A for the purpose of performing maintenance work on and to association, may, but shall not be obligated to, enter upon the after ten (10) days prior written notice to the Homeowners' As- Storm Water Detention is not performed at any time, the Village, absolute discretion, that proper maintenance of the Easement for d. In the event the Village determines, in its sole and

and landscaping in a trimmed condition.
the Easement for Storm Water Detention and shall keep such grass cover on the surface of that portion of Outlot A located within c. The Homeowners' Association shall maintain a grass written approval of the Village Manager of the Village.

within the Easement for Storm Water Detention only with the prior

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18. Letter of Credit. Owner and Developer agree that, prior to the recordation of the Final Plat, they will deposit with the Village Manager, a cash deposit and a Letter of Credit, in a form satisfactory to the Village Attorney, from a bank or other financial institution having capital resources of at least \$50,000,000.00, in a total amount equivalent to either:

17. Dedication of Public Improvements. The Developer shall dedicate, and the Village shall accept dedication only of the mains for water, storm sewer and sanitary sewer upon completion of construction by the Developer on the Property in accordance with the provisions of Article VI-E of the Northbrook Subdivision Ordinance. The Developer shall deliver to the Village a bill of sale, in a form acceptable to the Village Attorney, for all such mains upon acceptance of dedication by the Village. The Village shall not be obligated to accept dedication of any other improvements on the Property.

16. On-Site Improvements. The Owner and the Developer shall, at the Owner's and the Developer's sole expense, construct all improvements on the Property as required and as described on the Final Plat and the Final Engineering Plan in conformity with the direction of the Village Engineer and except for minor alterations due to final engineering and site work. All such improvements shall be substantially complete prior to the issuance by the Village of a certificate of occupancy for any Townhome.

15. Water and Sanitary Sewer Service. The Village agrees that the Property will be served by Village water and sanitary sewer facilities and that the connection fees and rates charged for such services shall be in accordance with those charged to other similar developments throughout the Village.

\$1,451.00	Ordinance No. 65-39	Water
\$7,354.00	Ordinance No. 79-20	Sanitary Sewer
\$5,993.00	Resolution No. 71-27	Storm Sewer
\$9,798.00	TOTAL	

recapture benefit has been determined by the Village, and agreed by the Developer, based on the applicable recapture ordinances to be as follows:

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19. Payment of Village Costs. In addition to any other costs, payments, permit fees or other fees required by this Agreement or by applicable Village ordinances and codes, the Developer agrees that it will pay to the Village, immediately upon presentation of an itemized invoice or invoices therefor, all legal, engineering and planning and development fees incurred in connection with the review of plans for the development of the Property and in connection with the negotiation, preparation, consideration and review of this Agreement, including those reasonable fees and expenses that the Village has paid and will pay to its legal counsel, Burke, Bosselman & Weaver, with respect to this Property. Further, the Developer agrees that it will continue to be liable for and to pay such costs incurred in connection with any applications, documents or proposals, whether

Village or any of the provisions of this Agreement, including landscaping, required pursuant to the ordinances of the all applicable codes and regulations, all site improvements, and in compliance with all the provisions of this Agreement and the Developer fail to install, in a good and workmanlike manner, drawn on and retained by Village in the event that the Owner and until completion of the development on the Property and shall be letter of credit deposit shall be held by the Village in escrow approval of the Village Engineer. Both the cash deposit and the completed in the development of the Property with the written drawn on by the Developer for payment of work satisfactorily deposit required by this paragraph. The letter of credit may be the deposit shall be not less than ten percent (10%) of the total approval by the Village Engineer. The cash deposit portion of All such contracts and estimates shall be subject to review and

- a. the total amount, plus ten percent (10%) of the actual, executed contracts for the site improvements, including landscaping, for the proposed development on the Property, and Village review and inspection fees; or
- b. the total amount plus twenty-five percent (25%) of an estimate of all such site improvement costs, including landscaping, in the event that actual, executed contracts for the site improvements are not available, and Village review and inspection fees.

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such subordination shall apply only to charges which have become or hereinafter placed upon the Property; provided, however, that herein shall be subordinate to the lien of any first mortgage now of such party until paid. The lien of the charges provided for and the successors of such party, and also a lien upon the land, both the personal obligation of the party liable for its payment, together with interest and costs of collection, shall constitute, to agree that all charges payable pursuant to this Agreement, to-

22. Nature and Survival of Obligations. The parties hereto agree that all charges payable pursuant to this Agreement, to-
lage shall be construed as a waiver of that or any other rights.
ure to exercise at any time any right herein granted to the Vil-
cept as it shall determine to be in its best interest. No fail-
obligation to exercise the rights granted in this Agreement ex-
21. Exercise of Rights. The Village shall be under no

tion with such judicial proceeding.
penses, including reasonable attorney's fees incurred in connec-
reimbursement from the unsuccessful party of all costs and ex-
prevailing party in such judicial proceeding shall be entitled to
enforcement or for breach of any provision of this Agreement, the
judicial proceeding brought by any party to this Agreement for
of the terms and conditions of this Agreement. In the event of a
thereof on account of the negotiation, execution or breach of any
officials, agents, representatives, attorneys or employees
monetary damages against the Village or any elected or appointed
to seek to disconnect the Property or to recover a judgment for
Developer agree that they will not seek and do not have the right
performance of this Agreement; provided however, that Owner and
ceeding including specific performance, enforce or compel the
in law or in equity, by suit, action, mandamus or any other pro-
20. Enforcement. It is agreed that the parties hereto may,

required in connection with the aforesaid matters.
costs incurred by the Village for publications and recordings
liable for and will pay upon receipt of an itemized invoice all
of the Property. Further, the Developer agrees that it shall be
term of this Agreement in connection with the use and development
formal or informal, of whatever kind submitted by them during the

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due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

23. Notice to Transferee and Release of Transferor. The Owner and the Developer specifically understand and agree that the obligations assumed by each of them under this Agreement shall be binding upon them and any and all of their heirs, successors, and assigns and the successor owners of record of all or any portion of the Property. To assure that heirs, successors, and assigns have notice of this Agreement and the obligation created by it the Owner and the Developer agree:

a. that this Agreement shall be recorded with the Cook County Recorder of Deeds;

b. to incorporate, by reference, this Agreement into any and all real estate sales contracts said parties enter into for the sale of all or any portion of the Property to any party to this Agreement; and

c. to require, prior to the transfer of all or any portion of the Property (other than transfers of Townhome Lots to persons intending to occupy such Townhome Lots after the covenants required under Paragraph 10 of this Agreement have been placed of record), the transferee of said Property to execute in enforceable written agreement agreeing to be bound by the provisions of this Agreement and to provide the Village with such reasonable assurance of financial ability to meet those obligations as the Village may require. The Village agrees that upon a successor becoming bound to the personal obligation herein created in the manner herein provided and providing the financial assurances required by this section, the personal liability of the predecessor obligor shall be released to the extent of the transferee's assumption of liability. The Owner or the Developer agree to notify the Village in writing at least thirty (30) days prior to any date upon which the Owner and the Developer transfer a legal or beneficial interest in any portion of the Property to a transferee. The Owner and the Developer shall, at the same time, provide the Village with a fully executed copy of the heretofore required Agreement by the transferee to be bound by the provisions of this Agreement and the transferee's proposed assurance of financial capability; and

PROCESSED

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notwithstanding anything contained in this Agreement, it is understood that upon incorporation of the Homeowners' Association, the Homeowners' Association shall execute an enforceable written agreement agreeing to be bound by the provisions of this Agreement as Owner and Developer. After the sale of all Townhome lots to persons intending to occupy such Townhome lots, the completion of all development and improvements of the property and the completion of all obligations in accordance with this Agreement and all applicable codes, ordinances, laws and regulations, and the dedication and acceptance of all public improvements in accordance with the provisions of Paragraph 17 of this Agreement, the Owner, the Developer and the Village agree that the Owner and the Developer shall be released from all further liability under this Agreement and the Homeowners' Association shall be liable for all obligations of the Owner and Developer under this Agreement.

24. Nonseverability. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property be held invalid by a court of competent jurisdiction, then this entire Agreement shall thereupon be held invalid and of no force or effect, it being the intent of the parties that all of the provisions be treated as an individual whole.

25. Trustee Exculpation. This instrument is executed by First American, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by First American are undertaken by it solely as Trustee as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument. Any such liability shall be asserted instead against the property contained in Trust No. E88-148 or the beneficiary thereof or against the signatories hereto, or their successors.

d.

notwithstanding anything contained in this Agreement, it is understood that upon incorporation of the Homeowners' Association, the Homeowners' Association shall execute an enforceable written agreement agreeing to be bound by the provisions of this Agreement as Owner and Developer. After the sale of all Townhome lots to persons intending to occupy such Townhome lots, the completion of all development and improvements of the property and the completion of all obligations in accordance with this Agreement and all applicable codes, ordinances, laws and regulations, and the dedication and acceptance of all public improvements in accordance with the provisions of Paragraph 17 of this Agreement, the Owner, the Developer and the Village agree that the Owner and the Developer shall be released from all further liability under this Agreement and the Homeowners' Association shall be liable for all obligations of the Owner and Developer under this Agreement.

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This instrument is executed by the First American Bank and is hereby set forth as a record of its execution. It is not intended to constitute a contract or any other legal obligation. It is intended to be a record of the execution of the instrument.

By: [Signature]
BRANDRESS HOME BUILDERS, INC.

WITNESS: [Signature]

By: [Signature]
Vice President and Trust Officer
1988
FIRST AMERICAN BANK, as TRUSTEE
u/t/a #E88-148, dated August 1, 1988

WITNESS: [Signature]

By: [Signature]
Village President
VILLAGE OF NORTHBROOK

ATTEST: [Signature]
Village Clerk

26. 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.
27. Amendments. This Agreement may be amended by the same procedure as required by Illinois statutes for its original execution and approval.
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the date first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

UNOFFICIAL COPY

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My Commission expires: _____

SEAL

OFFICIAL SEAL
Patricia J. Butenschoen
Notary Public, State of Illinois
My Commission Expires 2/16/91

Signature of Notary
Patricia J. Butenschoen

This instrument was acknowledged before me on 11/14, 1989, by David Brandess, the President of BRANDESS HOME BUILDERS, INC., an Illinois corporation, and by Secretary of said corporation. the

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

My Commission expires: 7-10-89

SEAL

OFFICIAL SEAL
KOLLEEN A. O'REILLY
Notary Public, State of Illinois
My Commission Expires 7-10-1989

Signature of Notary
Kolleen A. O'Reilly

This instrument was acknowledged before me on 5/14/89, 1989, by President of the FIRST AMERICAN BANK, an Illinois Banking Corporation, an Illinois not-for-profit corporation, and by Secretary of said corporation. the

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

My Commission expires: 11/19/91

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

Signature of Notary
Linda Sabatini

This instrument was acknowledged before me on 5/9, 1989, by RICHARD J. FALCONE, the Village President of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Linda Louis, the Village Clerk of said municipal corporation.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

ACKNOWLEDGMENTS

07811268

Property of Cook County Clerk's Office

Exhibit	Description
A	Legal Description of Property
B	Annexation Ordinance
C	Rezoning Ordinance
D	Special Permit Ordinance
E	Subdivision Resolution
F	Final Plat of Subdivision prepared by Seton Engineering Company, with latest revision date of November 2, 1988
G	Site Plan, prepared by Seton Engineering Company, with latest revision date of February 28, 1989
H	Final Engineering Plan, prepared by Seton Engineering Company, with latest revision dates of January 13, January 23, and February 21, 1989
I	Landscaping Plan, prepared by Rolfe Campbell and Associates Inc., with latest revision date of December 12, 1988
J	Elevations and Floor Plans, prepared by R/W Associates in Architecture, Ltd., with latest revision dates of April 5 and May 4, 1988
K	Quitclaim Deed Containing Legal Description of Laburnum Drive

LIST OF EXHIBITS

89211840

Property of Cook County Clerk's Office

Permanent Index No. 04-05-302-004-0000

That part of the West 1/4 of the Southwest 1/4 of the Third
of Section 5, Township 42 North, Range 12 East of the Third
Principal Meridian, described as follows: Commencing at the
South West Corner of said Section 5, thence running East along
the South Line of said Section 5, 28 1/4 Rods; thence North on a
line parallel with the West Line of said Section 80 Rods more or
less to the North Line of the Southwest 1/4 of the Southwest 1/4
of said Section; thence West on a line parallel to the South Line
of said Section, 28 1/4 Rods to the West Line of said Section;
thence South along the West Line of said Section to the place of
beginning (excepting therefrom that part of the West 1/4 of the
Southwest 1/4 of the Southwest 1/4 of Section 5 aforesaid lying
North of a line parallel with the South Line of Section 5 drawn
through a point of the West Line of Section 5, 550 feet North of
the Southwest corner thereof), all in Cook County, Illinois.

ATTEST:

Village President

NAVS:

AYES:

PASSED:

This day of _____, 1989.

This Ordinance shall be in full force and effect upon passage and publication in pamphlet form in accordance with State Statutes.

Section 5. EFFECTIVE DATE.

The Village Manager is hereby directed to cause a certified copy of this Ordinance, together with the above-noted plat of the above-described territory, to be recorded with the Recorder of Deeds of Cook County, Illinois.

Section 4. RECORDATION.

A plat of annexation of the above-described real estate is hereby made a part of this Ordinance by attachment.

Section 3. PLAT OF ANNEXATION.

An affidavit, certifying proper notification to the Northbrook Rural Fire Protection District in accordance with State Statutes, shall be recorded with this document.

Section 2. FIRE DISTRICT NOTIFICATION.

pursuant to a written petition executed by the owners of record of the subject territory and at least 5% of the electors residing within such territory, all of which property is not within the corporate limits of any municipality and is contiguous to the Village of Northbrook.

That part of the West Half of the Southwest Quarter of the Southwest Quarter of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the southwest corner of said Section 5; thence running East along the South line of said Section 5, 28 1/4 Rods; thence North on a line parallel with the West line of said Section 80 Rods more or less to the North line of the Southwest Quarter of the Southwest Quarter of said Section; thence West on a line parallel to the South line of said Section 28 1/4 Rods to the West line of said Section; thence South along the West line of said Section to the place of beginning, (excepting therefrom that part of the West Half of the Southwest Quarter of the Southwest Quarter of Section 5, here said lying North of a line parallel with the South line of Section 5 drawn through a point on the West line of Section 5, 550.00 feet North of the Southwest corner thereof) all in Cook County, Illinois (PREL Nos. 04-05-302-004/014)

The Village of Northbrook, pursuant to Chapter 24, Article 7-1-8 of the Illinois Municipal Code, hereby annexes the territory legally described as:

Section 1. REAL ESTATE ANNEXED.

be and is hereby adopted as follows:

AN ORDINANCE VOLUNTARILY ANNEXING CERTAIN TERRITORY CONTIGUOUS TO THE VILLAGE OF NORTHBROOK (BRANDESS SUBDIVISION)

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

89211840

ATTEST:

Village President

NAYS: ()

AYES: ()

PASSED: This day of _____, 1989.

This Ordinance shall be in full force and effect only upon recordation of a Declaration of Covenants document prepared by the Petitioner and satisfactory to the Village Attorney and Village Board and subsequent publication of this Ordinance in pamphlet form in accordance with state statutes.

Section 3. EFFECTIVE DATE.

The amendment provided by this Ordinance was duly advertised on June 2, 1988, in the Northbrook Star and publicly heard by the Plan Commission on June 21, July 19 and August 16, 1988, with a favorable recommendation rendered on August 16, 1988.

Section 2. PUBLIC HEARING.

That part of the West Half of the Southwest Quarter of the Southwest Quarter of Section 5, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of said Section 5, thence running East along the South line of said Section 5, 28 1/2 Rods; thence North on a line parallel with the West line of said Section 80 Rods more or less to the North line of the Southwest Quarter of the Southwest Quarter of said Section; thence West on a line parallel to the South line of said Section 28 1/2 Rods to the West line of said Section; thence South along the West line of said Section to the place of beginning, (excepting therefrom that part of the West Half of the Southwest Quarter of the Southwest Quarter of Section 5 above-said lying North of a line parallel with the South line of Section 5 drawn through a point on the West line of Section 5, 550.00 feet North of the Southwest corner thereof) all in Cook County, Illinois (PREI Nos. 04-05-302-004/014).

The District Zoning Map of the Village of Northbrook included in the Northbrook Zoning Code (1988), as amended, is further amended by reclassification of the following described property, currently zoned R-1 Single Family Residential District due to its annexation to the Village, to the R-6 Multiple Family Residential District:

Section 1. AMENDMENT.

be and is hereby adopted as follows:

AN ORDINANCE REZONING PROPERTY IN THE 3500 BLOCK OF DUNDEE ROAD (BRANDESS SUBDIVISION)

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

89211840

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A public hearing to consider a petition for a special permit for an R-6 planned residential development of the subject property and a variation for a six foot fence was duly advertised on June 2, 1988 in the Northbrook Star and publicly heard by the Northbrook Plan Commission on June 21, July 19 and August 16, 1988, with a favorable recommendation rendered at the Plan Commission's regular meeting on August 16, 1988.

Section 3. PUBLIC HEARING.

That part of the west half of the southwest quarter of the southwest quarter of section 5, township 42 North, Range 12, East of the third principal meridian, described as follows: Commencing at the southeast corner of said section 5, 28 1/2 rods; thence north on a line parallel with the west line of said section 80 rods more or less to the North line of the southwest quarter of the southwest quarter of said section; thence west on a line parallel to the south line of said section, 28 1/2 rods to the west line of said section; thence south along the west line of said section to the place of beginning, (excepting therefrom that part of the west half of the southwest quarter of the southwest quarter of section 5, 28 1/2 rods lying north of a line parallel with the south line of section 5 drawn through a point on the west line of section 5, 550.00 feet north of the southwest corner thereof) all in Cook County, Illinois (PFI Nos. 04-05-302-004/014).

The subject property is located in the 3500 block of Dundee Road and is legally described as follows:

Section 2. DESCRIPTION OF SUBJECT PROPERTY

R-6 Multiple Family Residential District to the property from the 1 Single Family Residential District to the Trustees adopted an ordinance annexing a portion of the subject property to the Village and an ordinance rezoning the subject property. The planned residential development will consist of 20 townhome units and common open space on one zoning lot. Prior to the adoption of this ordinance, the Village Board of Trustees adopted an ordinance annexing a portion of the subject property to the Village and an ordinance rezoning the subject property from the 1 Single Family Residential District to the R-6 Multiple Family Residential District.

Section 1. BACKGROUND

Brandeis Home Builders, Inc. and First American Bank, not individually but as Trustee under a Trust Agreement dated August 1, 1988 and known as Trust Number 888-148 (collectively referred to as the "petitioner") have petitioned for rezoning on an approximately 5.88 acre parcel located in the 3500 block of Dundee Road in the Village of Northbrook (the "subject property"). The planned residential development will consist of 20 townhome units and common open space on one zoning lot. Prior to the adoption of this ordinance, the Village Board of Trustees adopted an ordinance annexing a portion of the subject property to the Village and an ordinance rezoning the subject property from the 1 Single Family Residential District to the R-6 Multiple Family Residential District.

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

AN ORDINANCE GRANTING A SPECIAL PERMIT FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS BRANDEISS SUBDIVISION, AND GRANTING A VARIATION RELATED THERETO be and is hereby adopted as follows:

89311840

The special use granted in Section 5 above shall be, and is hereby, expressly subject to and contingent upon each of the following conditions, restrictions and provisions:

Section 6. SPECIAL USE CONDITIONS.

Based on the findings and determinations set forth in Section 4 of this ordinance and subject to and contingent upon the conditions, restrictions and provisions set forth in Section 6 of this ordinance, a special permit for the development and existence of a planned residential development on the subject property is hereby granted to the petitioner in accordance with and pursuant to Section 11-603 of the Northbrook Zoning Code (1988) and the home rule powers of the Village of Northbrook.

Section 5. SPECIAL PERMIT.

Certain findings were made and rendered by the Plan Commission and codified into its written report dated August 16, 1988 (the "Plan Commission Findings") with respect to the Petitioner's request for the subject special permit. The Plan Commission, and without limitation of the foregoing, the Board of Trustees does hereby find and determine that the proposed planned development will provide compensating amenities not otherwise required by law including provisions for common open space, on site and off site engineering improvements, site planning and extensive landscaping and that it will promote the general health, safety and welfare and serve the best interests of the Village of Northbrook.

Section 4. ACCEPTANCE AND ADOPTION OF PLAN COMMISSION FINDINGS

1. The submission of, review of and acceptance and approval by the Village Engineer of final engineering plans for the subject property.
2. The subject property shall be developed, used and maintained only in strict accordance with the following documents and plans, except for minor engineering changes and site work approved by the Village Engineer:
 - a. the site plan, depicting a maximum of 20 townhomes, prepared by Larson Engineering Company, with latest revision date of February 12, 1989, and consisting of one (1) page, and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "A";
 - b. the landscape plan, prepared by Rolf C. Campbell and Associates, Inc., with latest revision date of December 12, 1988 and consisting of one (1) page, and initiated by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "B";

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Upon failure or refusal of the petitioner to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special permit granted in Section 5 of this Ordinance shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not so revoke the special permit unless it shall first provide the petitioner with two (2) months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the subject property shall be governed solely by the regulations of the R-6 Zoning District, or the applicable zoning district, of the Northbrook Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation of the said special permit, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The petitioner acknowledges that zoning notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or of any denial of any procedural right.

Section 7. FAILURE TO COMPLY WITH CONDITIONS.

4. Parking shall be prohibited along the cul de sac and on the west side of Laburnum Circle.
3. The excavation and recordation of and compliance with a declaration of party wall rights, covenants, conditions, restrictions and easements, acceptable in form and substance to the Village Attorney, and as approved and accepted by the Village Board of Trustees.
- d. the Final Engineering Plan, prepared by Steton Engineering Company, consisting of eight (8) sheets and with latest revision dates as follows: Sheets 1, 2, 3 and 5, dated February 21, 1989; Sheets 4, 6 and 8, dated January 13, 1989; and Sheet 7, dated January 23, 1989; and initialed by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "D".
- c. the elevations and floor plans for "Bradness Home Builders Adult Living Development," prepared by F/W Associates in Architecture Ltd., consisting of seven (7) pages with latest revision dates as follows: Sheet 1, undated; Sheets 2, 4, 5 and 6, dated 4/5/88; and Sheets 3 and 7, dated 5/4/88; and initialed by the Village President and the Developer, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "C".

Village Clerk

ATTEST:

Village President

NAYS: ()

AYES: ()

PASSED: This _____ day of _____, 1919

(b) This Ordinance shall be of no force or effect and shall be rendered null and void in the event that the petitioner does not file with the Village Clerk the unconditional agreement and consent referred in Section 9(a) (11) of this Ordinance within fourteen (14) days of the date of passage of this Ordinance by the Village Board of Trustees.

(11) the filing by the petitioner with the Village Clerk, for recording in the Office of the Cook County Recorder of Deeds, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form attached hereto and, by this reference, incorporated herein as Exhibit "B."

(1) publication in pamphlet form in the manner required by law; and

(1) passage by the Board of Trustees of the Village of Northbrook in the manner required by law; and

(a) The Ordinance shall be effective upon the occurrence of all of the following events:

Section 10. EFFECTIVE DATE.

A variation from Sections 4-109 and 9-107 G is hereby granted to allow a fence of not more than six feet in height in the front yard of the Subject Property, as shown on the Site Plan attached as Exhibit A.

Section 9. VARIATION.

The privileges, obligations, and provisions of each and every section of this Ordinance are for and shall inure to the benefit of and are and shall be binding on the petitioner and its successors, heirs and transferees to all, or any part of the Subject Property including, but not limited to, the owner or owners of any sublots on the Subject Property.

Section 8. BINDING EFFECT.

89211840

89211840

ATTEST:

Its: _____ (Title)

by _____
FIRST AMERICAN BANK, not Ind-
vidually but as Trustee under a
Trust Agreement dated August 1,
1988 and known as Trust Number
E88-148

ATTEST:

Its: _____ (Title)

by _____
BRANDS HOME BUILDERS, INC.

Dated _____, 1989

NOW, THEREFORE, the undersigned, on behalf of them-
selves and their successors, assigns, heirs and transferees, do
hereby acknowledge the validity of and do unconditionally
accept, consent to, and agree to abide and be bound by each and
all of the terms, conditions, and limitations set forth in
Northbrook Ordinance No. 89-_____.

WHEREAS, section 10 of Ordinance No. 89-_____, provides
that said Ordinance will be of no force or effect unless and
until the Petitioner shall have filed with the Village Clerk,
within 14 days following the passage of said Ordinance, its
unconditional agreement and consent to accept and abide by each
of the terms, conditions, and limitations set forth in said
Ordinance.

WHEREAS, Ordinance No. 89-_____, adopted by the Presi-
dent and Board of Trustees of the Village of Northbrook on
_____, 1989, grants such special permit; and

WHEREAS, Brands Home Builders, Inc. and First
American Bank, not individually but as Trustee under a Trust
Agreement dated August 1, 1988 and known as Trust Number E88-148
(collectively referred to as the "Petitioner"), has petitioned
for a special permit for the development of a planned
residential development on certain property located in the
Village of Northbrook; and

PETITIONER'S UNCONDITIONAL
AGREEMENT AND CONSENT

EXHIBIT "E"

Village Clerk

ATTEST:

Village President

MAYS:

AYES:

PASSED:

This day of _____, 1989.

The Village Manager is hereby directed to record said final plat of subdivision with the Cook County Recorder of Deeds upon satisfactory completion of all administrative details relating thereto.

Section 4.

- 1) Certification by the Village Engineer and the Village Manager that the plat has been checked that all working drawings and specifications for improvements have been prepared in conformance with Village standards and that all engineering and related fees have been paid;
 - 2) Certification by the Village Manager that all required public improvements and applicable recording fees have been properly guaranteed;
 - 3) Certification on the plat by proper County officials as to the absence of property tax delinquency and all other certifications as necessary; and
 - 4) Certification by the Illinois Department of Transportation regarding its review and approval of the final plat.
- BRANDESS SUBDIVISION contingent upon:
- The Village President, Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the final plat of the

Section 3.

A variation from Article VI-8(1)(a) of the Northbrook Subdivision Ordinance is hereby granted (Docket No. 88-42) to allow private streets within the planned development as shown on the final plat.

Section 2.

Approval of the tentative subdivision plan of the BRANDESS SUBDIVISION is hereby ratified. The final plat of the BRANDESS SUBDIVISION is hereby approved.

Section 1.

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

By direction of the Village Board of Trustees by meeting minutes of September 14, 1988, the Plan Commission scheduled consideration of the final plat of subdivision for its meeting on December 20, 1988, rendering its favorable recommendation on the same date.

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

Brandess Home Builders, Inc., of Northbrook, Illinois, beneficial owner and developer of property in the 3500 block of Dundee Road, has petitioned for annexation (Docket No. 88-39), rezoning to the R-6 Multiple Family Residential District (Docket No. 88-40) with a special permit for a planned development (Docket No. 88-41) and for subdivision approval with necessary variations (Docket No. 88-42). The Plan Commission held public hearings and discussed the petitions in its regular meetings on June 21, July 19 and August 16, 1988 and rendered its favorable recommendation regarding zoning, special permit and tentative subdivision plan on the latter date.

89211840

	Order No. <u>89-139</u> Order Date <u>February 2, 1988</u>	B. H. SUHR & CO., INC. SURVEYORS ONCE INC.	TELEPHONE NO. 773-228 145 BIRNEY AVENUE, ELYSIAN, ILLINOIS 62021 604-632

PAGE 2 OF 2

04811268

These under my hand and official seal, this _____ day of _____ A.D., 1988.

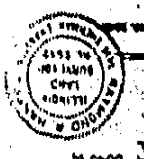
I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.



These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

These under my hand and official seal, this _____ day of _____ A.D., 1988.

I, _____ Surveyor, do hereby certify that the above described land is the same as that shown on the plat of _____ and that the same is not subject to any lien or other encumbrance of record.

STATE OF ILLINOIS }
 COUNTY OF COOK } S.S.

88

89211840



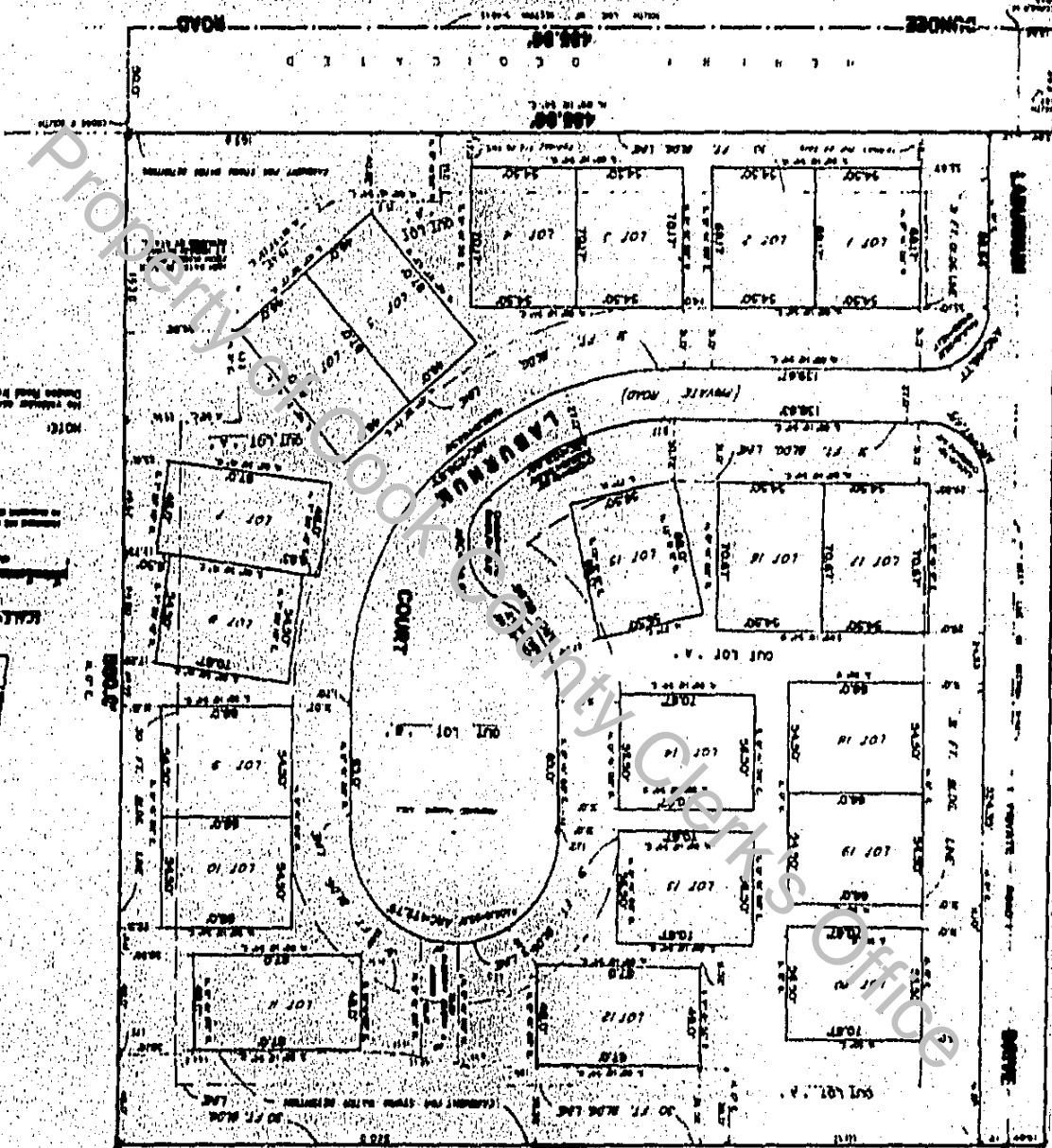
1. The area of the property described on this plat is contained in the Third Precinct, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

2. The area of the property described on this plat is contained in the Third Precinct, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

3. The area of the property described on this plat is contained in the Third Precinct, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

4. The area of the property described on this plat is contained in the Third Precinct, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

5. The area of the property described on this plat is contained in the Third Precinct, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.



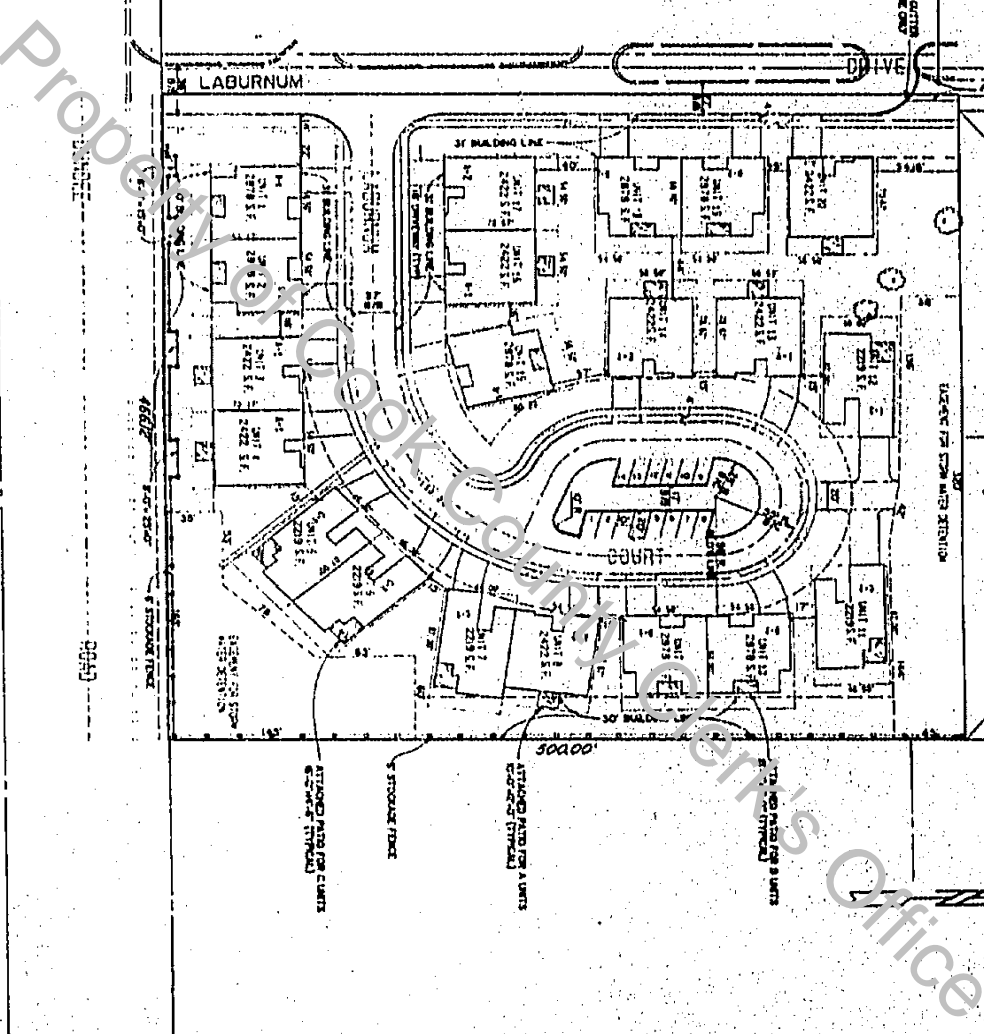
NOTE: The volume shown is provided by the Illinois State Survey, Department of Land and Water, and is subject to the provisions of the Illinois State Survey Act, Chapter 100, Illinois Compiled Statutes (105 ILCS 100).

SCALE: 1" = 40'

CASEMENT PROVISIONS: The area of the property described on this plat is contained in the Third Precinct, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. The area of the property described on this plat is contained in the Third Precinct, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. The area of the property described on this plat is contained in the Third Precinct, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BRANDESS Subdivision



89211840

211840

JOB NUMBER
8910
SHEET 1 OF 1



SITE PLAN
DURRI DAK
NORTHROOK, ILLINOIS

SETON ENGINEERING COMPANY
CIVIL ENGINEERS
1300 SOUTH WOLF ROAD • WHEELING, ILLINOIS 60090 • 312-420-4489

DESIGNER: WBL	DRAFTING: PS/DC
SCALE: 1" = 40'	DATE: 10-21-88

BOOK: B800

REVISIONS	
DATE	DESCRIPTION

Exhibit G

RTF
[Handwritten signatures]

PROPOSED IMPROVEMENTS

FOR

BRANDESS SUBDIVISION

BEING A SUBDIVISION OF PART OF THE
SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 42 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN
IN NORTHBROOK, COOK COUNTY, ILLINOIS.

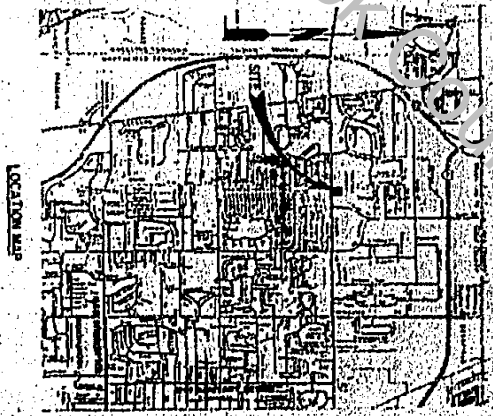
- INDEX OF SHEETS**
- 1 COVER SHEET
 - 2 SITE UTILITY PLAN
 - 3 PLAN & PROFILE
 - 4 GRADING PLAN
 - 5 LOTTYING PLAN
 - 6 NOTES & DETAILS

BENCH MARKS

M 1 - NORTH BRIDGE EAST OF US HIGHWAY LOCATED APPROXIMATELY 75 FEET WEST OF SOUTH CORNER OF US BANK DRIVE.

M 2 - POINT ON THE NORTH SIDE OF THE BRIDGE APPROXIMATELY 100 FEET WEST OF SOUTH CORNER OF US BANK DRIVE.

M 3 - POINT ON THE SOUTH SIDE OF THE BRIDGE APPROXIMATELY 100 FEET WEST OF SOUTH CORNER OF US BANK DRIVE.



SETON ENGINEERING COMPANY

89211840
[Handwritten signature]

12/14/2011 10:00 AM
 12/14/2011 10:00 AM

75 YEARS
 1936-2011

SETON ENGINEERING COMPANY
 1300 SOUTH WOLF ROAD, WHEELING, ILLINOIS 60090
 TEL: 815/399-1880 FAX: 815/399-1881

TITLE SHEET

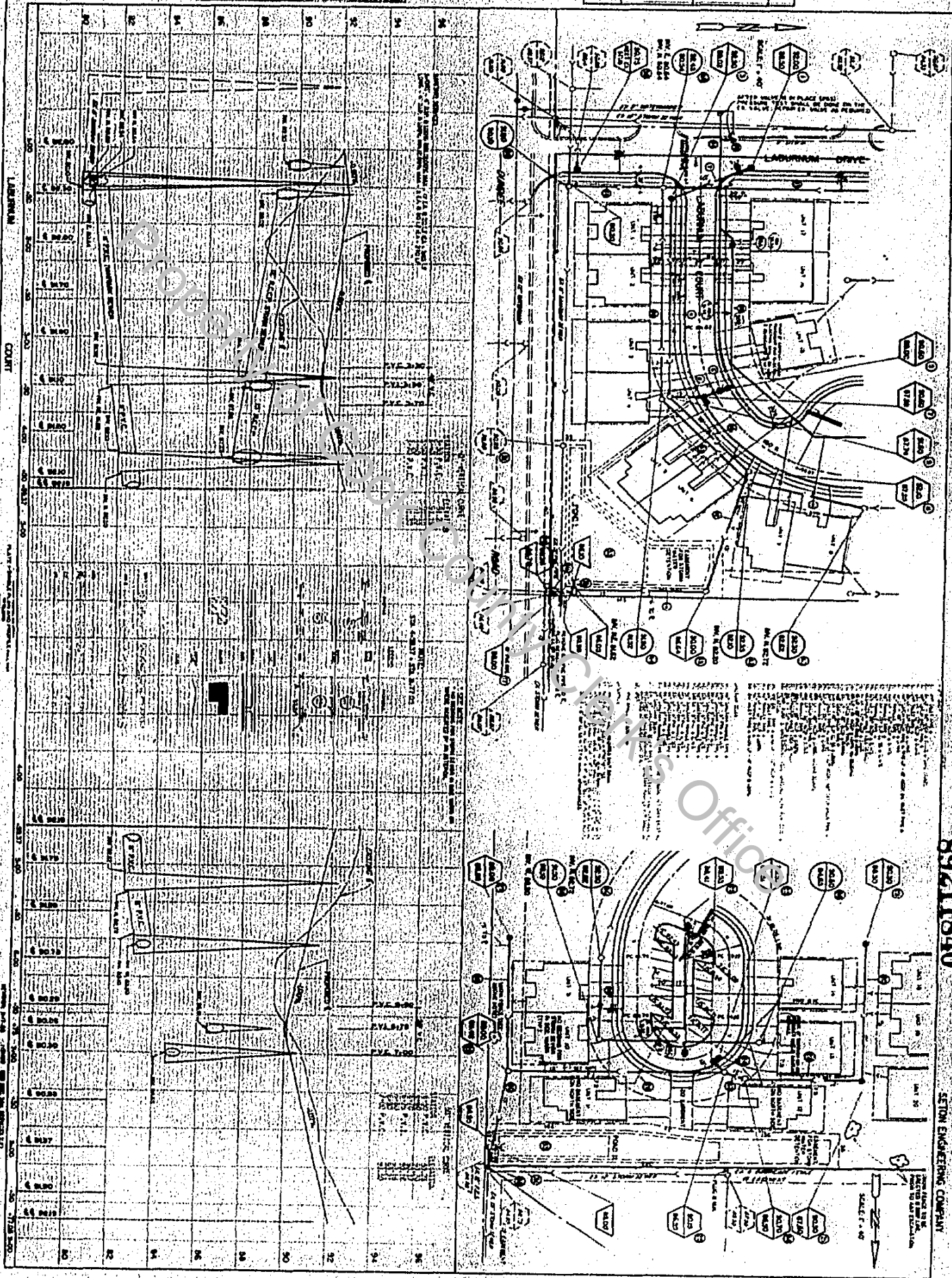
REVISIONS	
NO. 1	ISSUED FOR PERMITS
NO. 2	ISSUED FOR PERMITS
NO. 3	ISSUED FOR PERMITS
NO. 4	ISSUED FOR PERMITS
NO. 5	ISSUED FOR PERMITS
NO. 6	ISSUED FOR PERMITS
NO. 7	ISSUED FOR PERMITS
NO. 8	ISSUED FOR PERMITS
NO. 9	ISSUED FOR PERMITS
NO. 10	ISSUED FOR PERMITS

Exhibit #

UNOFFICIAL COPY

NO.	DESCRIPTION	DATE	BY
1	PROJ. ENGINEER		
2	PROJ. ARCHT.		
3	PROJ. CIVIL		
4	PROJ. MECH.		
5	PROJ. ELECTR.		
6	PROJ. PLUMB.		
7	PROJ. HEAT. & VENT.		
8	PROJ. PAINT.		
9	PROJ. FURNITURE		
10	PROJ. SIGNAGE		
11	PROJ. SPECIALTY		

NO.	DESCRIPTION	DATE	BY
1	PROJ. ENGINEER		
2	PROJ. ARCHT.		
3	PROJ. CIVIL		
4	PROJ. MECH.		
5	PROJ. ELECTR.		
6	PROJ. PLUMB.		
7	PROJ. HEAT. & VENT.		
8	PROJ. PAINT.		
9	PROJ. FURNITURE		
10	PROJ. SIGNAGE		
11	PROJ. SPECIALTY		



8921840

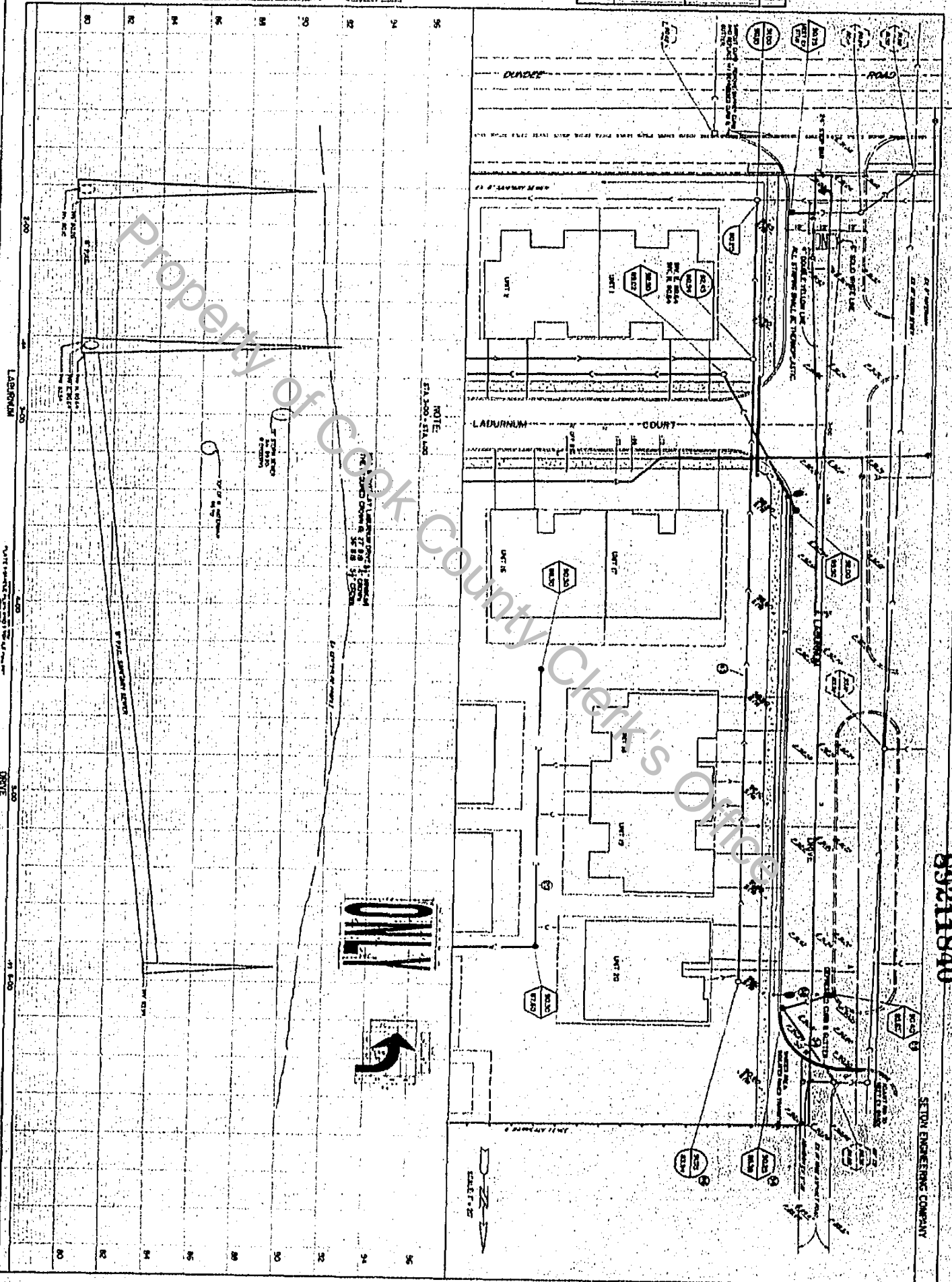
STON ENGINEERING COMPANY

SHEET 3 OF 8

010

PROFILES		TITLE	
DATE	NO.	PROJECT	NO.
DESIGNED BY	CHECKED BY	DATE	NO.
SCALE	SCALE		

PLAN		TITLE	
DATE	NO.	PROJECT	NO.
DESIGNED BY	CHECKED BY	DATE	NO.
SCALE	SCALE		

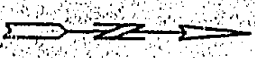
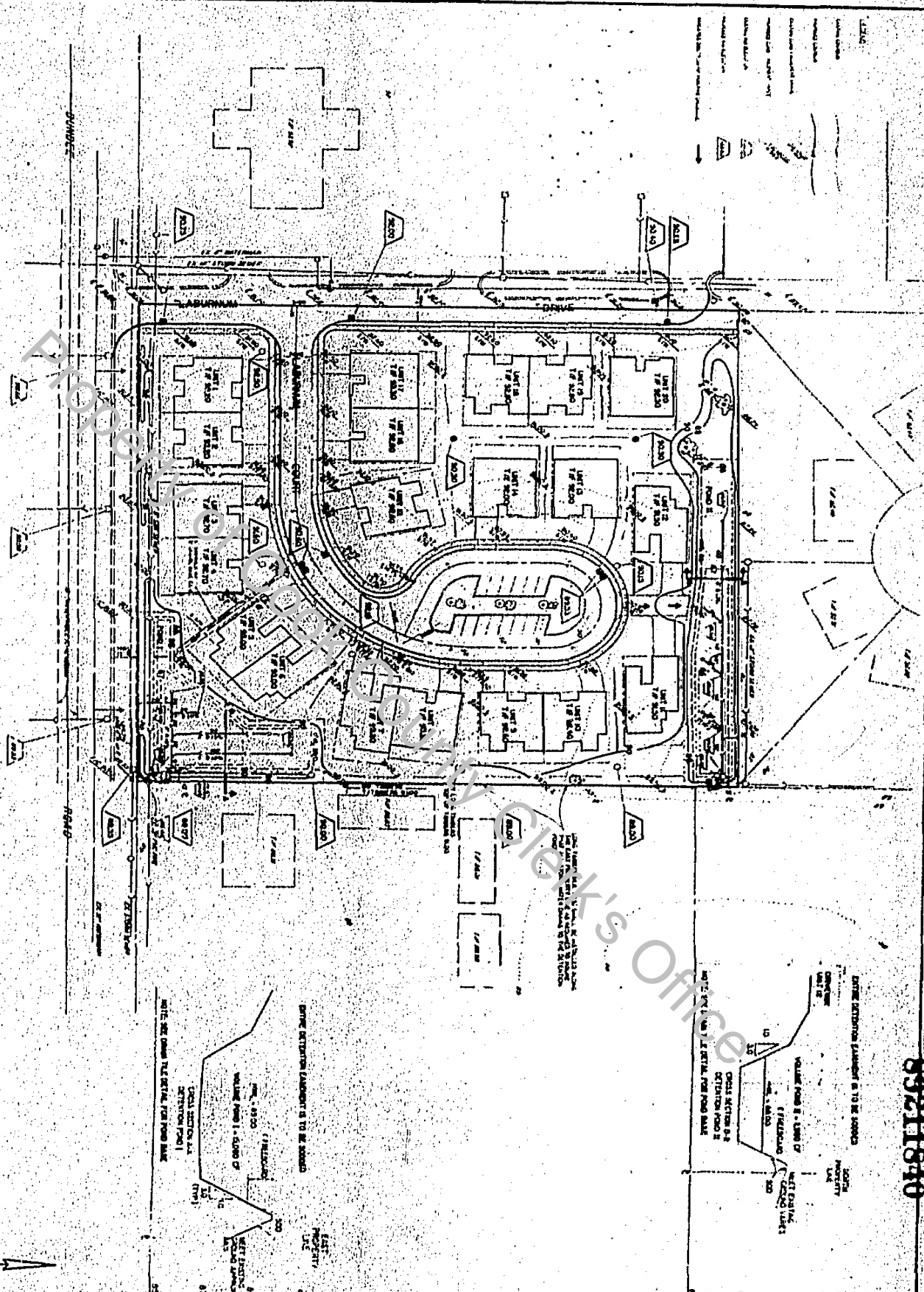



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SETON ENGINEERING COMPANY

10/28/88 SHEET 4 OF 8
A.M.N.

UNOFFICIAL COPY

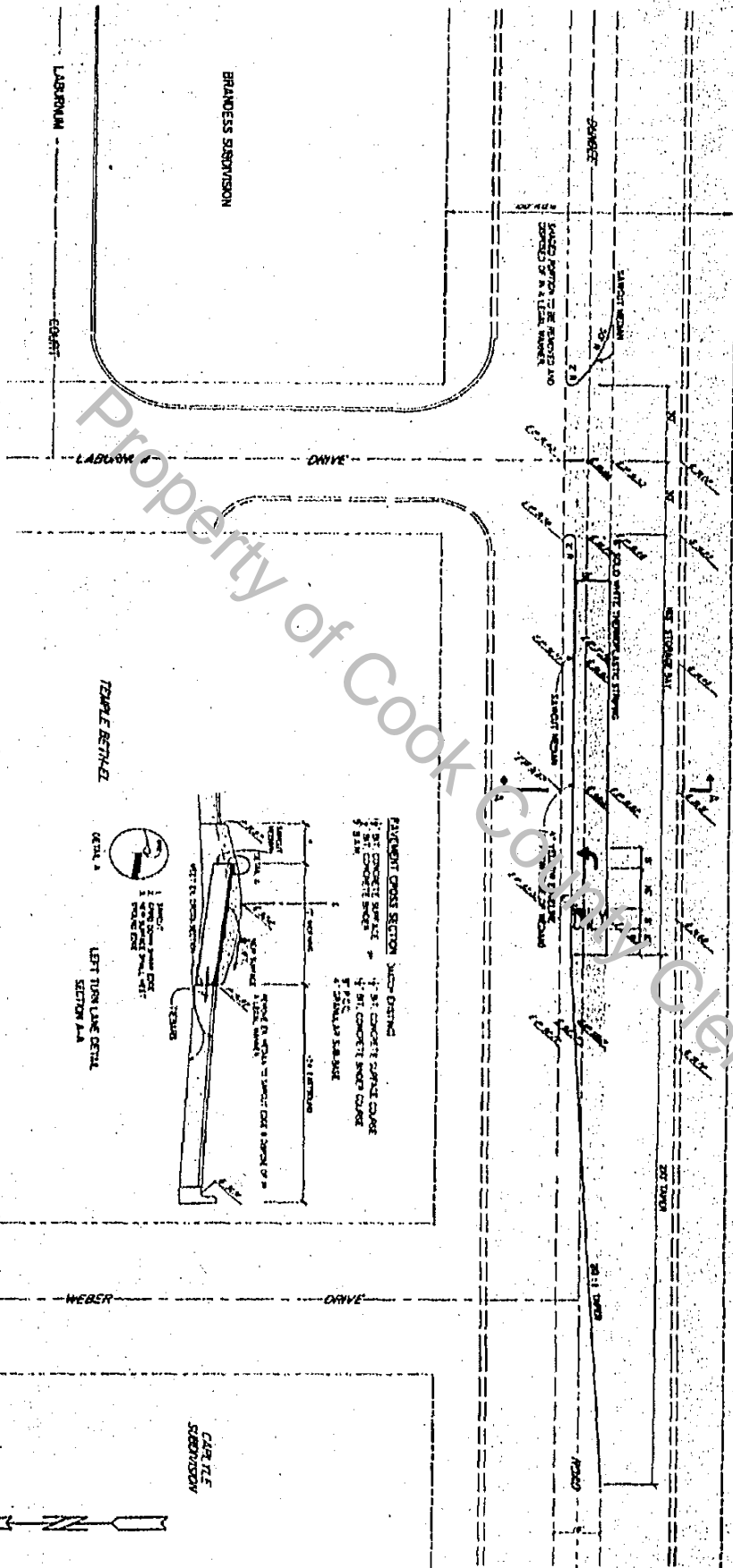


	<p>GRADING PLAN</p>	<p>SETON ENGINEERING COMPANY <small>CIVIL ENGINEERS</small> 1300 SOUTH WOLF ROAD • WHEELING, ILLINOIS 60090 • 312-520-4499</p>
---	----------------------------	---

BOOK: _____	DESIGN: _____	DRAFTING/DC: _____
SCALE: 1" = 40'	DATE: 02/25/88	


REVISIONS	
DATE	DESCRIPTION

89211840



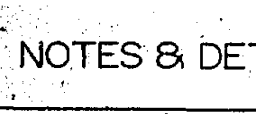
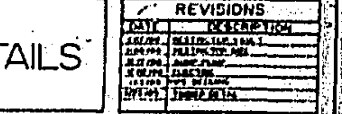
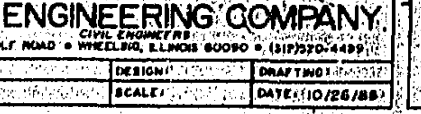
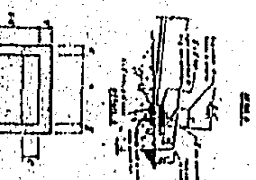
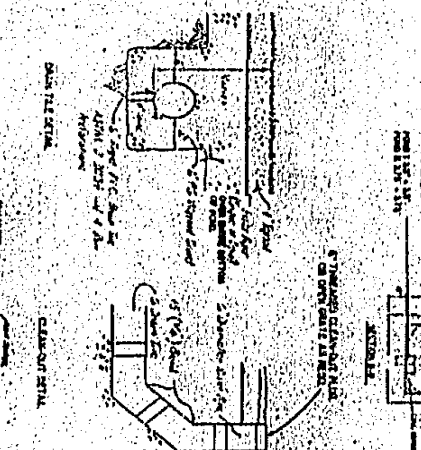
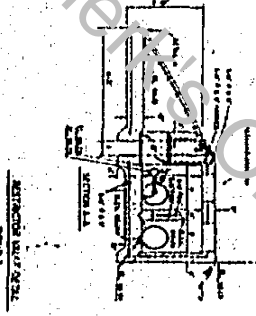
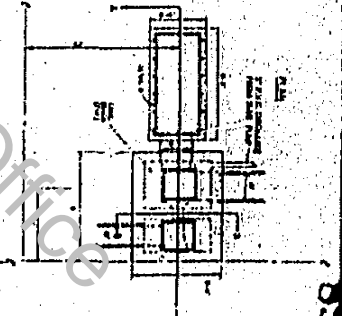
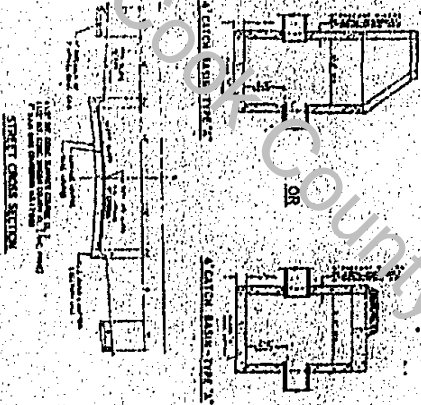
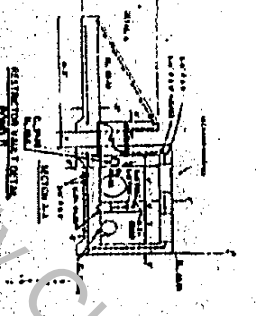
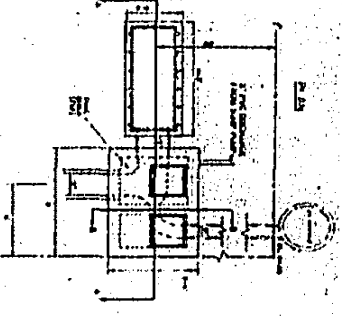
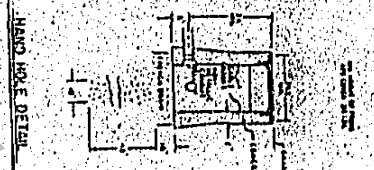
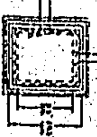
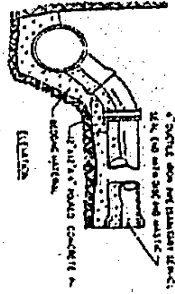
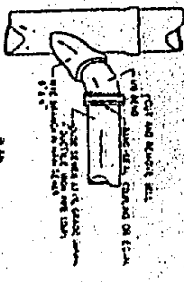
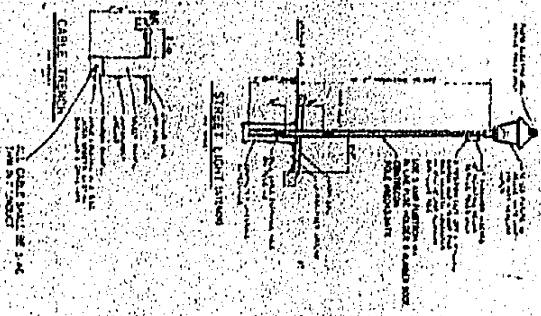
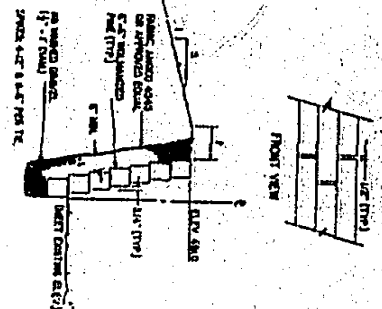
Property of Cook County Clerk's Office

89211840

	JOB NUMBER 890	LEFT TURN LANE DUNDEE RD. @ LABURNUM DR. NORTHBROOK, ILLINOIS
	SHEET 6 OF 8	

SETON ENGINEERING COMPANY CIVIL ENGINEERS 1200 SOUTH WOLF ROAD • WHEELING, ILLINOIS 60090 • 815.870-4481		
DESIGN: WBL	DRAFTING: DCD	DATE: 8/7/88
800K:	SCALE: 1" = 20'	DATE: 8/7/88

REVISIONS	
NO.	DESCRIPTION



SETON ENGINEERING COMPANY
 CIVIL ENGINEERS
 1300 SOUTH WOLF ROAD • WHEELING, ILLINOIS 60090 • (312)370-4499

BOOK:	DESIGN:	DRAFTING:	DATE: 10/26/88

NOTES & DETAILS

REVISIONS	
NO.	DESCRIPTION

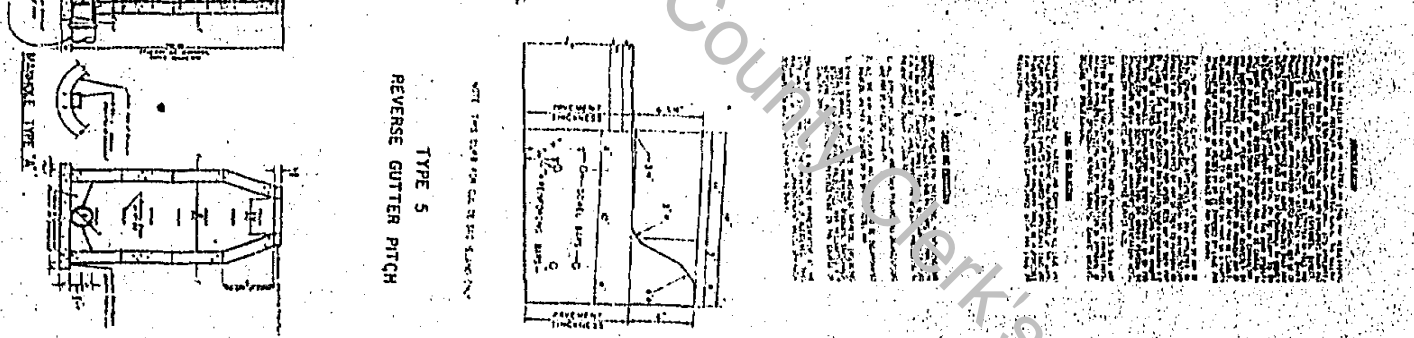
JOB NUMBER
AND
SHEET 7 OF 8

89211840

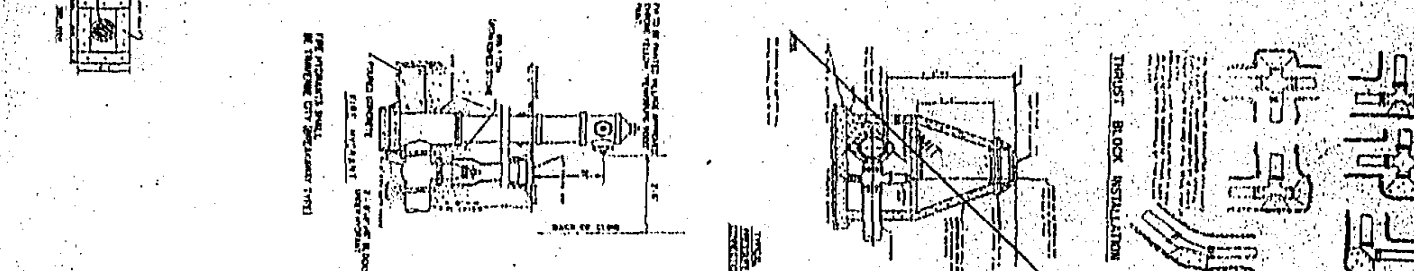
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2. GUTTERS SHALL BE INSTALLED AT THE EAVES OF ALL ROOFS WITH A PITCH OF 1/4" PER FOOT OR GREATER. GUTTERS SHALL BE INSTALLED AT THE EAVES OF ALL ROOFS WITH A PITCH OF 1/4" PER FOOT OR GREATER.

3. GUTTERS SHALL BE INSTALLED AT THE EAVES OF ALL ROOFS WITH A PITCH OF 1/4" PER FOOT OR GREATER. GUTTERS SHALL BE INSTALLED AT THE EAVES OF ALL ROOFS WITH A PITCH OF 1/4" PER FOOT OR GREATER.



4. GUTTERS SHALL BE INSTALLED AT THE EAVES OF ALL ROOFS WITH A PITCH OF 1/4" PER FOOT OR GREATER. GUTTERS SHALL BE INSTALLED AT THE EAVES OF ALL ROOFS WITH A PITCH OF 1/4" PER FOOT OR GREATER.



89211840

REVISIONS	
DATE	BY

SETON ENGINEERING COMPANY
 CIVIL ENGINEERS
 1300 SOUTH WOLF ROAD • WHEELING, ILLINOIS 60090 • (312)520-4499

BOOK:	DESIGN:	DRAFTING:
	SCALE:	DATE: 10/28/88

NOTES & DETAILS

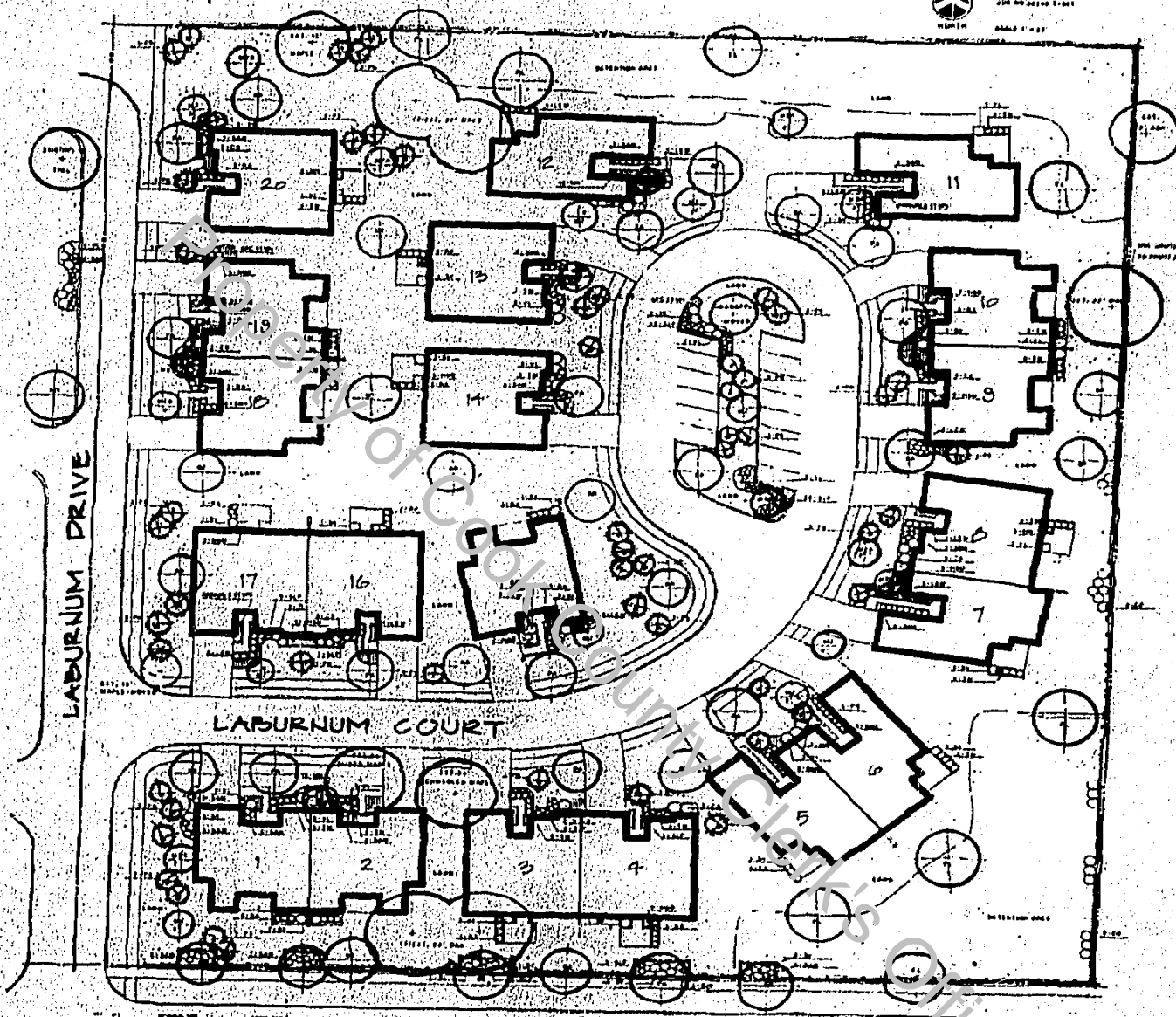
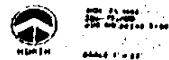
JOB NUMBER: 89211840
 SHEET 0 OF 3

UNOFFICIAL COPY

BRANDESS SUBDIVISION
LANDSCAPE PLAN

ROLF C. CAMPBELL AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTS AND LAND PLANNERS
511 E. SHILWOOD TERRACE LAKE BLUFF, ILLINOIS 60044 (312) 284-1700

BRANDESS HOME BUILDERS, INC.
8100 DUNDEE ROAD NORTHBRIDGE, ILLINOIS 60067



SYMBOL	DESCRIPTION
(Circle with dot)	1" Diameter Tree
(Circle with cross)	2" Diameter Tree
(Circle with dot and cross)	3" Diameter Tree
(Circle with dot and cross)	4" Diameter Tree
(Circle with dot and cross)	5" Diameter Tree
(Circle with dot and cross)	6" Diameter Tree
(Circle with dot and cross)	7" Diameter Tree
(Circle with dot and cross)	8" Diameter Tree
(Circle with dot and cross)	9" Diameter Tree
(Circle with dot and cross)	10" Diameter Tree
(Circle with dot and cross)	11" Diameter Tree
(Circle with dot and cross)	12" Diameter Tree
(Circle with dot and cross)	13" Diameter Tree
(Circle with dot and cross)	14" Diameter Tree
(Circle with dot and cross)	15" Diameter Tree
(Circle with dot and cross)	16" Diameter Tree
(Circle with dot and cross)	17" Diameter Tree
(Circle with dot and cross)	18" Diameter Tree
(Circle with dot and cross)	19" Diameter Tree
(Circle with dot and cross)	20" Diameter Tree
(Circle with dot and cross)	21" Diameter Tree
(Circle with dot and cross)	22" Diameter Tree
(Circle with dot and cross)	23" Diameter Tree
(Circle with dot and cross)	24" Diameter Tree
(Circle with dot and cross)	25" Diameter Tree
(Circle with dot and cross)	26" Diameter Tree
(Circle with dot and cross)	27" Diameter Tree
(Circle with dot and cross)	28" Diameter Tree
(Circle with dot and cross)	29" Diameter Tree
(Circle with dot and cross)	30" Diameter Tree
(Circle with dot and cross)	31" Diameter Tree
(Circle with dot and cross)	32" Diameter Tree
(Circle with dot and cross)	33" Diameter Tree
(Circle with dot and cross)	34" Diameter Tree
(Circle with dot and cross)	35" Diameter Tree
(Circle with dot and cross)	36" Diameter Tree
(Circle with dot and cross)	37" Diameter Tree
(Circle with dot and cross)	38" Diameter Tree
(Circle with dot and cross)	39" Diameter Tree
(Circle with dot and cross)	40" Diameter Tree
(Circle with dot and cross)	41" Diameter Tree
(Circle with dot and cross)	42" Diameter Tree
(Circle with dot and cross)	43" Diameter Tree
(Circle with dot and cross)	44" Diameter Tree
(Circle with dot and cross)	45" Diameter Tree
(Circle with dot and cross)	46" Diameter Tree
(Circle with dot and cross)	47" Diameter Tree
(Circle with dot and cross)	48" Diameter Tree
(Circle with dot and cross)	49" Diameter Tree
(Circle with dot and cross)	50" Diameter Tree

DUNDEE ROAD

SYMBOL	DESCRIPTION
(Circle with dot)	1" Diameter Tree
(Circle with cross)	2" Diameter Tree
(Circle with dot and cross)	3" Diameter Tree
(Circle with dot and cross)	4" Diameter Tree
(Circle with dot and cross)	5" Diameter Tree
(Circle with dot and cross)	6" Diameter Tree
(Circle with dot and cross)	7" Diameter Tree
(Circle with dot and cross)	8" Diameter Tree
(Circle with dot and cross)	9" Diameter Tree
(Circle with dot and cross)	10" Diameter Tree
(Circle with dot and cross)	11" Diameter Tree
(Circle with dot and cross)	12" Diameter Tree
(Circle with dot and cross)	13" Diameter Tree
(Circle with dot and cross)	14" Diameter Tree
(Circle with dot and cross)	15" Diameter Tree
(Circle with dot and cross)	16" Diameter Tree
(Circle with dot and cross)	17" Diameter Tree
(Circle with dot and cross)	18" Diameter Tree
(Circle with dot and cross)	19" Diameter Tree
(Circle with dot and cross)	20" Diameter Tree
(Circle with dot and cross)	21" Diameter Tree
(Circle with dot and cross)	22" Diameter Tree
(Circle with dot and cross)	23" Diameter Tree
(Circle with dot and cross)	24" Diameter Tree
(Circle with dot and cross)	25" Diameter Tree
(Circle with dot and cross)	26" Diameter Tree
(Circle with dot and cross)	27" Diameter Tree
(Circle with dot and cross)	28" Diameter Tree
(Circle with dot and cross)	29" Diameter Tree
(Circle with dot and cross)	30" Diameter Tree
(Circle with dot and cross)	31" Diameter Tree
(Circle with dot and cross)	32" Diameter Tree
(Circle with dot and cross)	33" Diameter Tree
(Circle with dot and cross)	34" Diameter Tree
(Circle with dot and cross)	35" Diameter Tree
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(Circle with dot and cross)	44" Diameter Tree
(Circle with dot and cross)	45" Diameter Tree
(Circle with dot and cross)	46" Diameter Tree
(Circle with dot and cross)	47" Diameter Tree
(Circle with dot and cross)	48" Diameter Tree
(Circle with dot and cross)	49" Diameter Tree
(Circle with dot and cross)	50" Diameter Tree

- NOTES:
- 1. Show all trees to be planted.
 - 2. Show all trees to be removed.
 - 3. Show all trees to be preserved.
 - 4. Show all trees to be preserved.
 - 5. If located this symbol on plan shall not be interpreted if any of such trees are to be removed from plan.

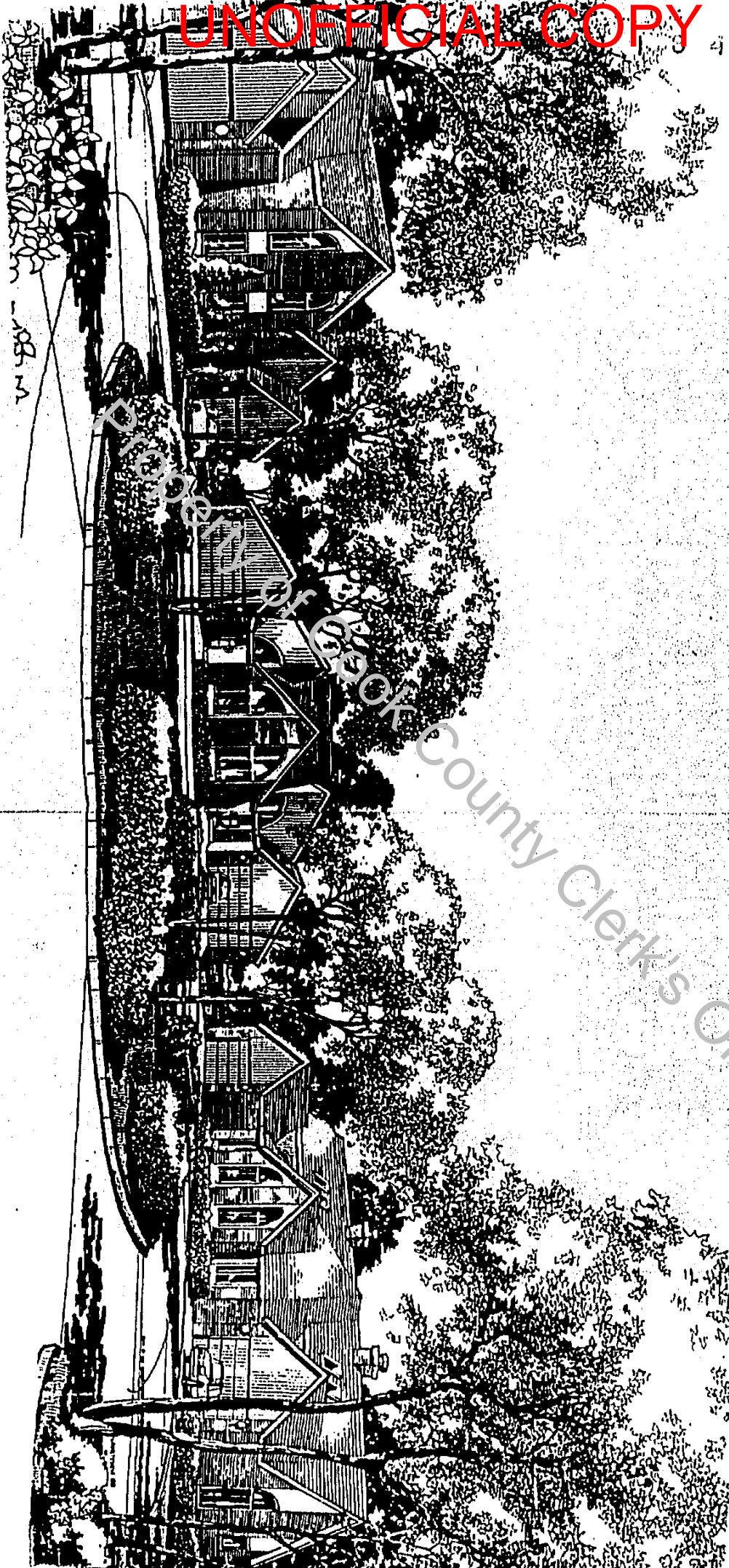
89211840

Exhibit I

RTF
[Handwritten initials]

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0 4 0



Deputy Clerk of County Clerk's Office

89211840

RTA
[Handwritten signature]

Exhibit J

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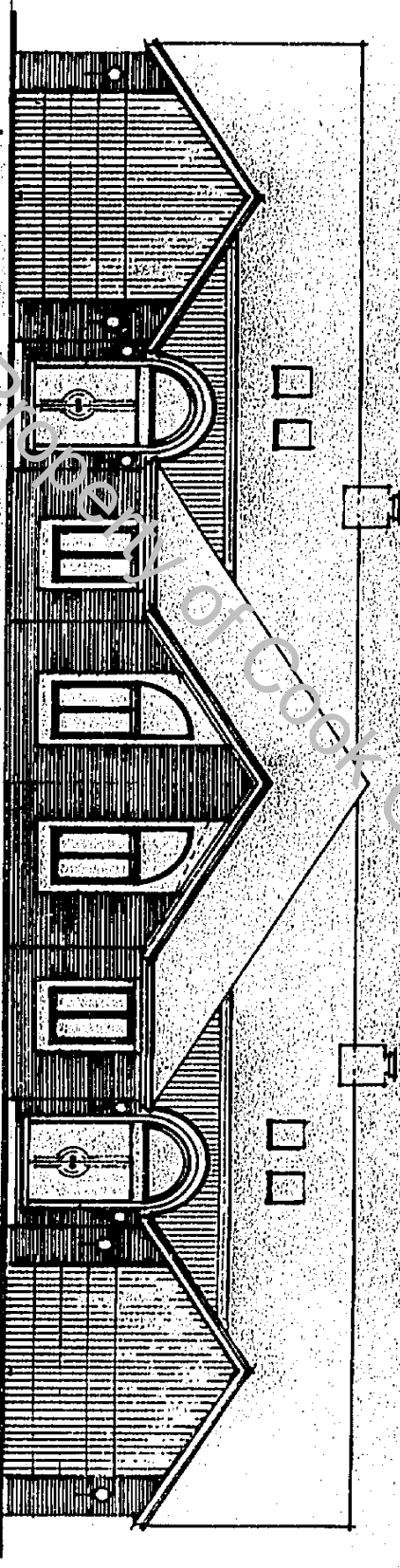


ARCHITECTS
ENGINEERS
PLANNERS

F/W ASSOCIATES IN ARCHITECTURE, LTD.

1000 North Dearborn Street, Suite 200, Chicago, Illinois 60610

Architects & Engineers
Albert L. ...



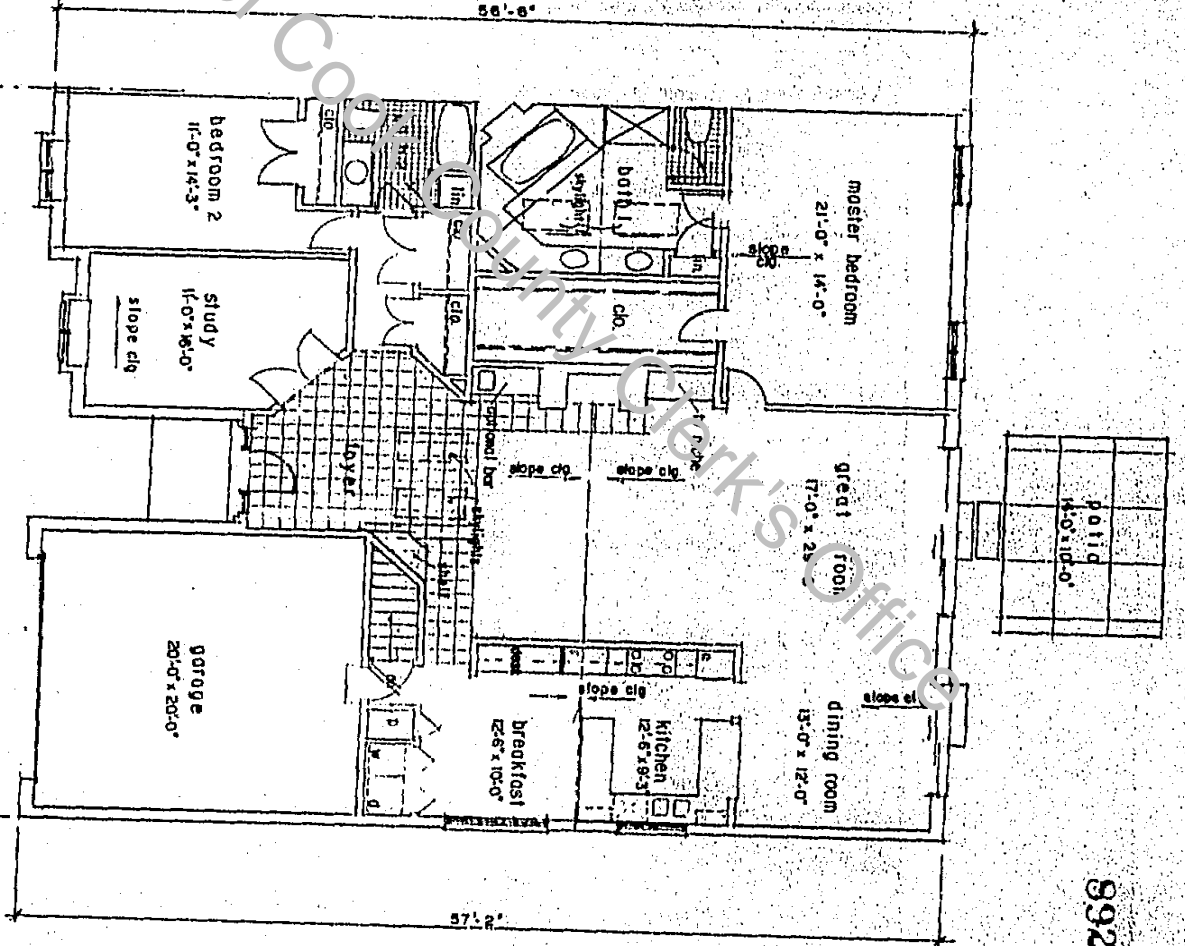
UNIT A

DATE: 1-14-83	PROJECT: BRONDASS HOME BUILDERS	NO. OF SHEETS: 10	SHEET NO.: 1
PROJECT NO.: 8803	OWNER: BRONDASS HOME BUILDERS	ARCHITECT: F/W ASSOCIATES IN ARCHITECTURE, LTD.	SCALE: AS SHOWN
DESIGNED BY: ALBERT L. ...	CHECKED BY: ...	APPROVED BY: ...	DATE: 1-14-83

89211840

Property of Cook County Clerk's Office

89211840



Property of Co. Quality Clerk's Office



F/W ASSOCIATES IN ARCHITECTURE LTD.

ARCHITECTS
ENGINEERS
PLANNERS

3000 STEELES AVE. EAST, TORONTO, ONTARIO M3H 3W5
905-477-0777
www.fwassociates.com

Rev: 1.00	DATE: 08/14/2018	BY: [Signature]	DESCRIPTION: [Text]
Drawn by: [Text]	Checked by: [Text]	This plan is prepared in accordance with the Ontario Building Code, 1997, and any amendments thereto. It is intended for the construction of the project and should not be used for any other purpose without the written consent of the architect.	

Brandess Home Builders
Adult Living Development

UNIT A

11/15/18

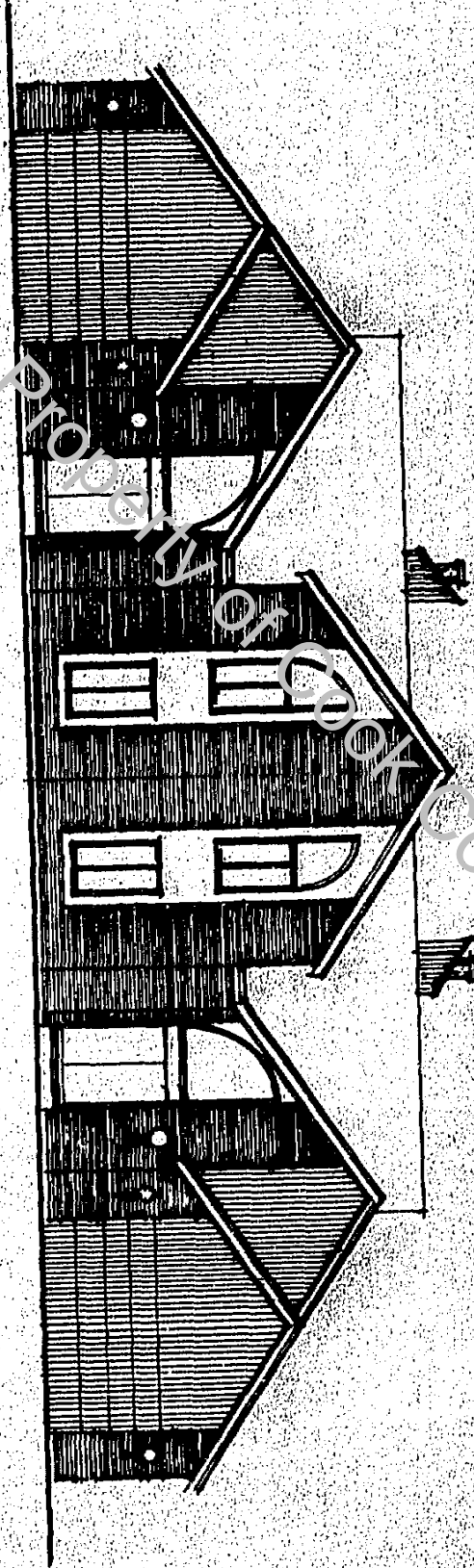
UNOFFICIAL COPY

ARCHITECTS
ENGINEERS
PLANNERS



F/W ASSOCIATES IN ARCHITECTURE, LTD.

1000 North Dearborn Street, Suite 1000
Chicago, Illinois 60610
Tel. (312) 329-1100
Telex 251101 FWA
FAX (312) 329-1101



UNIT B

Scale: 1/8" = 1'-0"	DATE: 10/1/84	PROJECT: BRONDESS HOME BUILDERS ADULT LIVING DEVELOPMENT
Drawn by: [Name]	CHECKED BY: [Name]	APPROVED BY: [Name]
Checked by: [Name]	DATE: 10/1/84	PROJECT: BRONDESS HOME BUILDERS ADULT LIVING DEVELOPMENT

Brondeess Home Builders
Adult Living Development

89211840

89211840

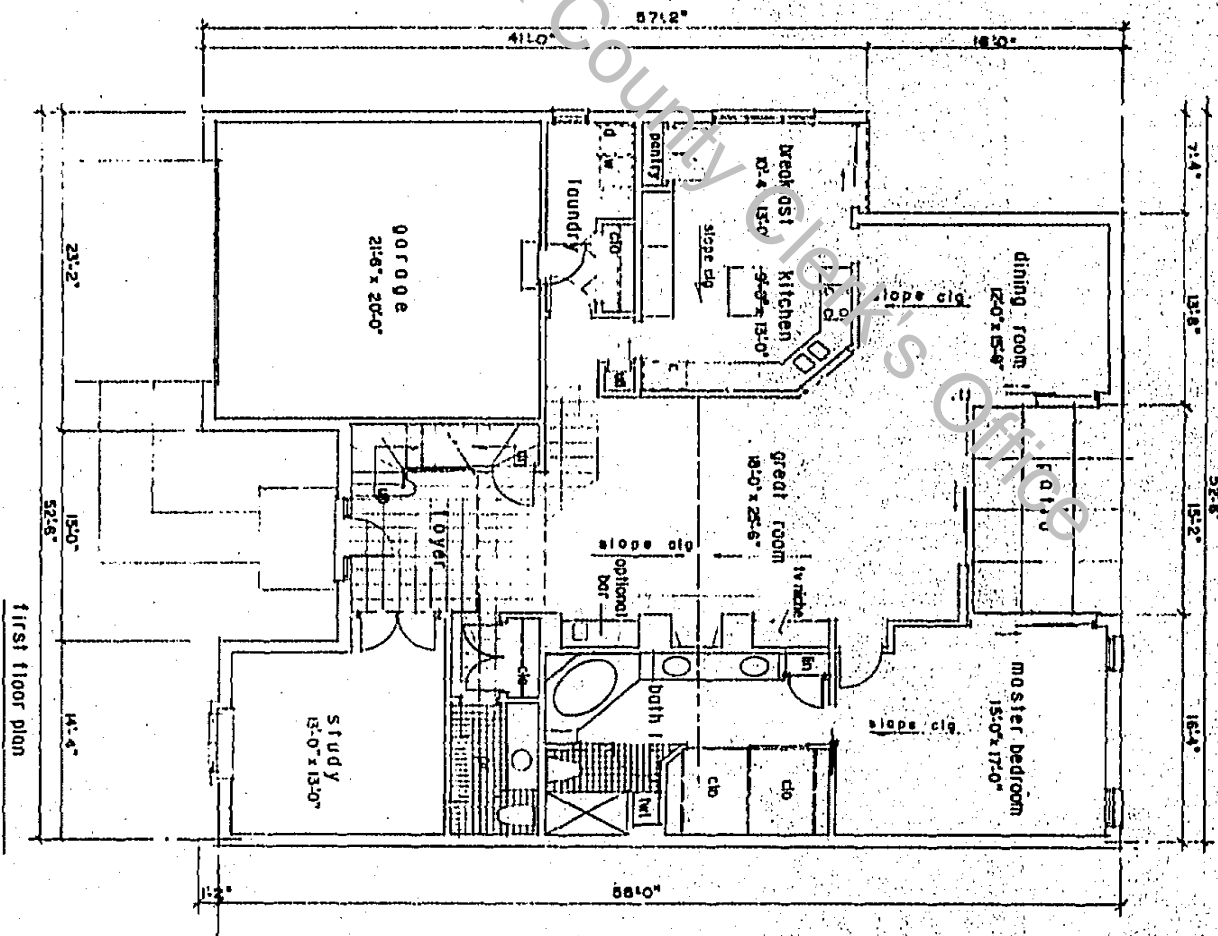
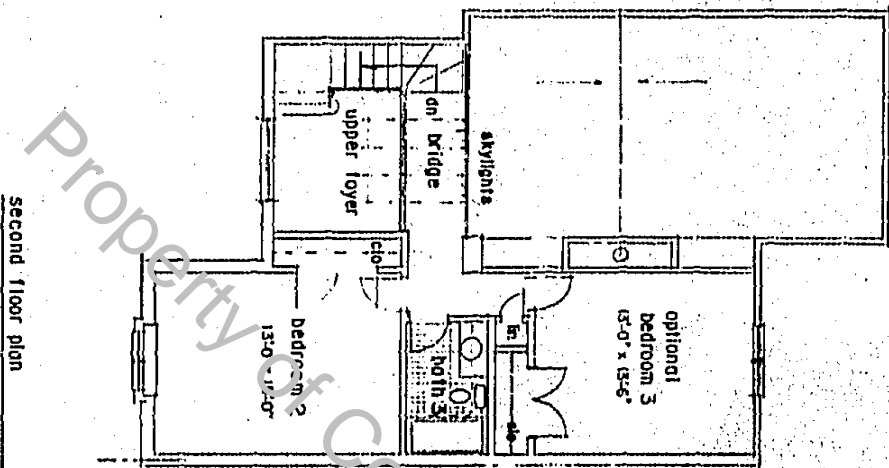
PROPERTY OF
CITY OF CHICAGO
Cook County Clerk's Office



F/W ASSOCIATES IN ARCHITECTURE LTD.

ARCHITECTS
ENGINEERS
PLANNERS

100 Dundas St. W. Toronto, Ontario M5G 1C4
Tel: (416) 593-8800
Fax: (416) 593-8801
www.fwassoc.com



89211940

Drawn by	09/06	Checked by	
Designed by		Reviewed by	
Project Name	Broadness Home Builders Adult Living Development		
Project No.	8904		
Scale	25/16 = 1/4"		

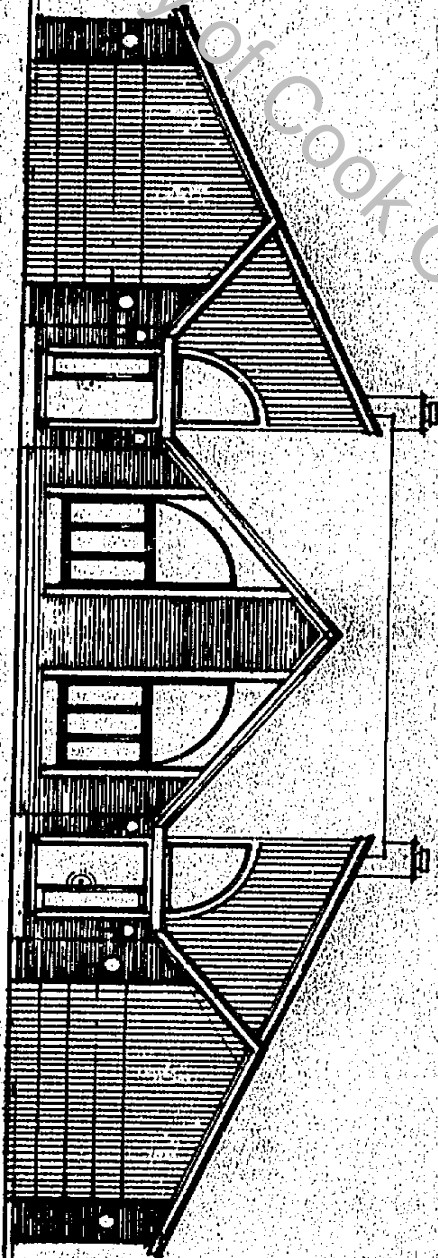
UNIT B

25/16 = 1/4"

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Property of Cook County Clerk's Office



UNIT C



F/W ASSOCIATES IN ARCHITECTURE, LTD.

ARCHITECTS
ENGINEERS
PLANNERS

1000 N. LAUREL ST.
CHICAGO, ILL. 60610

TELEPHONE 312-467-8800

DATE: 1-6-80	PROJECT: BRANDERS HOME BUILDERS ADULT LIVING DEVELOPMENT
DRAWN BY: [Name]	SCALE: [Scale]
CHECKED BY: [Name]	DATE: [Date]
APPROVED BY: [Name]	DATE: [Date]
BRANDERS HOME BUILDERS ADULT LIVING DEVELOPMENT	
[Additional project information]	

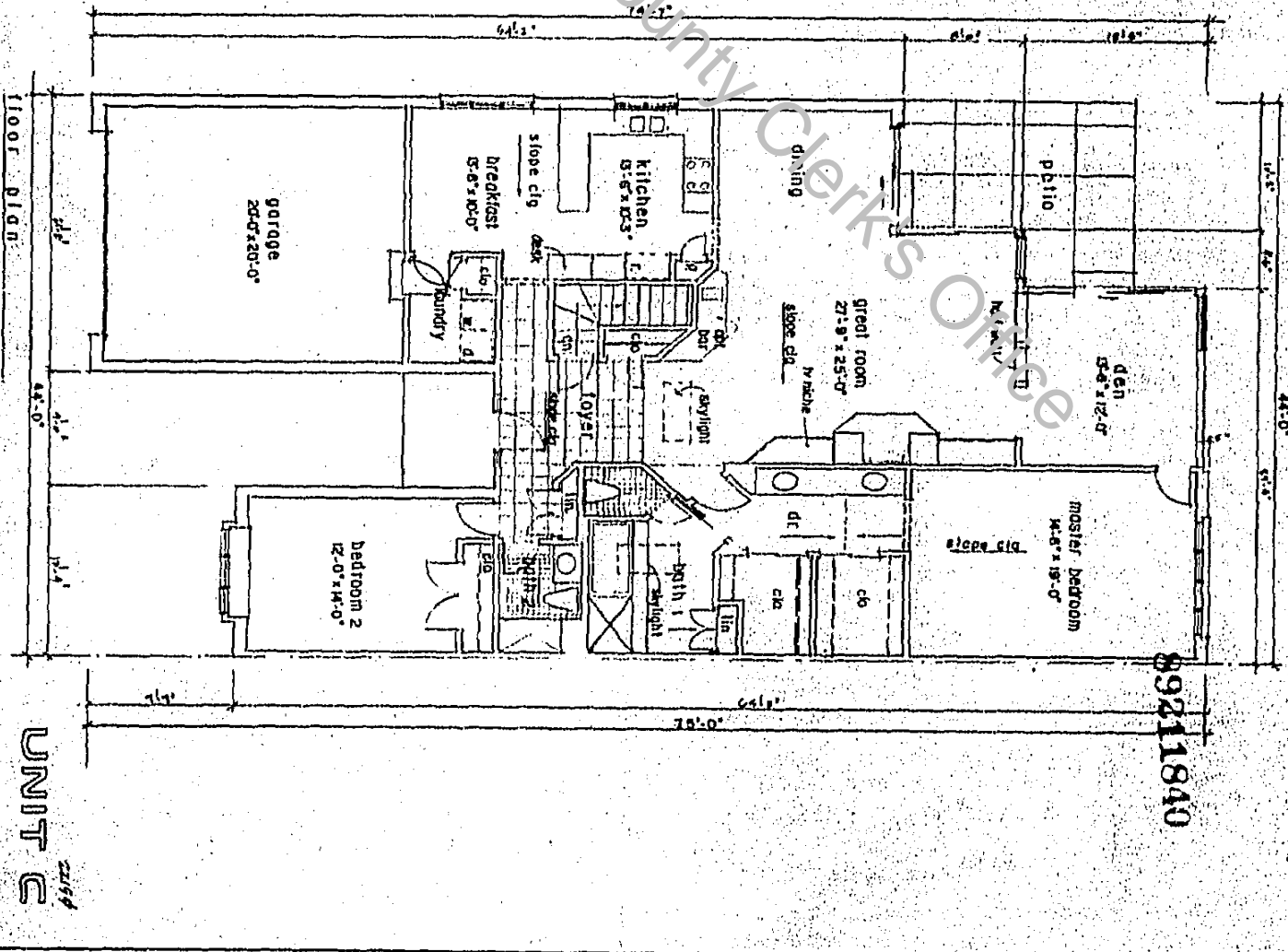


F/W ASSOCIATES IN ARCHITECTURE, LTD.

ARCHITECTS
ENGINEERS
PLANNERS
DESIGNERS
CONSULTANTS
INTERIORS
LANDSCAPE ARCHITECTS
GENERAL CONTRACTORS

Property of Cook County Clerks Office

Sheet No.	27 of 31
Project No.	1776
Project Name	BRANDLESS HOME BUILDERS ADULT LIVING DEVELOPMENT
Unit No.	UNIT C
Area	2044 sq. ft.
Scale	1/8" = 1'-0"
Notes	See site plan for location of unit in building. See also sheet 26 of 31 for overall building plan.
Prepared by	[Signature]
Checked by	[Signature]
Date	12/14/84



89211840

UNIT C

DEED IN TRUST (LLC) (S)

EXHIBIT K

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR THE VILLAGE OF NORTHBROOK, a municipal corporation,

of the County of Cook and State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable considerations in hand paid, Conveys and WARRANTS QUIT CLAIM S, unto FIRST AMERICAN BANK

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)

as Trustee under the provisions of a trust agreement dated the 1st day of August, 1988, and known as Trust Number 888-148 (hereinafter referred to as "said trustee," regardless of the number of trustees,) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit: See Exhibit A attached hereto and expressly made a part hereof.

Permanent Real Estate Index Number(s):

Address(es) of real estate: 2000 Block of Dundee Road

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth:

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof; and to resubdivide said property as often as desired; to contract to sell; to grant options to or to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust; and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee; to diminish, dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, for any term, in possession or reversion; by leases to commence in present or in future; and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of 99 years; and to renew or extend leases upon any terms and for any period or periods of time; and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to grant or to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion or of a contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or to, or an easement appurtenant to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same; whether similar to or different from the ways above specified; at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises; or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee; or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument created by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument. (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof, and binding upon all beneficiaries thereof; (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

The interest of each and every beneficiary hereunder, and of all persons claiming under him, or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate; and such interest is hereby declared to be personal property; and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set his hand and seal this 1st day of August, 1988.

Village President (SEAL) Village Clerk (SEAL)

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 1st day of August, 1988. Commission expires 1991.

NOTARY PUBLIC This instrument was prepared by Burke, Bosselman & Weaver, 55 West Monroe, Ste 800 Chicago, IL 60603 (NAME AND ADDRESS)

USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO Edward Rosen, Esq. Levin & Rosen, Ltd. 4051 Old Orchard Road Skokie, Illinois 60076 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO: (Name) (Address) (City, State and Zip)

OR RECORDER'S OFFICE BOX NO.

AFFIX "RIDERS" OR REVENUE STAMPS HERE

89211840

EXHIBIT A

The South 550.0 feet (except the south 50 feet thereof) of the East 496/1000 acres of the South 66 rods of the Southeast Quarter of the Southeast Quarter of Section 6, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

89211840

UNOFFICIAL COPY

EXHIBIT A

...of the ...
...of the ...
...of the ...
...of the ...
...of the ...

Property of Cook County Clerk's Office

01/18/00