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THIS DOCUMENT PREPARED BY:
BURKE, BOSSELMAN & WEAVER
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
AFTER RECORDING RETURN TO:
Recorder's Box 337

DEPT. OF REVENUE
11/11/90
#202145
COOK COUNTY RECORDER

Handwritten:
156.00
6 copies
MLC

FILED WITH THIS DOCUMENT

90332339

JUL 11 1990

DATED JUNE 12, 1988

(GARDEN COURT III SUBDIVISION)

GARDEN COURT III, INC.

AND

LAWRENCE U. AND DEBORAH G. HASPEL

AND

ALBERT AND NADIA ESKINAZI

AND

U/T/A NO. 52348T

NBD TRUST COMPANY OF ILLINOIS

AND

THE VILLAGE OF NORTHBROOK

BY, BETWEEN AND AMONG

ANNEXATION AGREEMENT

90332339

Village Manager

Northbrook, IL 60062

COOK COUNTY RECORDER

BOX 337

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LIST OF EXHIBITS

1		Section 1 Premises	
3		Section 2 Adoption of Annexation Ordinance	
3		Section 3 Adoption of Ordinance Zoning the Property	
4		Section 4 Approval of Final Plat of Subdivision	
4		Section 5 Development of the Property	
5		Section 6 Donations and Contributions	
5		Section 7 Annexation Fee	
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8		Section 12 Storm Water and Drainage Retention Pond	
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the corporate limits of the Village.

in Exhibit A (collectively the "Main Parcel") is located within portion of the NBD Trust Property legally described in Parcel 2

6. The Eskinazis' Property, the Haspels' Property and that

Property sometimes collectively referred to as the "Property").

NBD Trust Property, the Eskinazis' Property and the Haspels'

described in Parcel 4 in Exhibit A (the "Haspels' Property") (the

only known as a portion of 3710 Walters Avenue, and legally

tract of property consisting of approximately 0.31 acres, com-

5. The Haspels are the record title owners of a certain

Property").

legally described in Parcel 3 in Exhibit A (the "Eskinazis'

only known as a portion of 3710 and 3730 Walters Avenue, and

tract of property consisting of approximately 0.34 acres, com-

4. The Eskinazis are the record title owners of a certain

3. The Developer is the sole beneficiary of the NBD Trust.

this reference, made a part hereof (the "NBD Trust Property").

described in Parcels 1 and 2 in Exhibit A attached hereto and, by

known as 3710, 3730 and 3750 Walters Avenue, and legally

of property consisting of approximately 4.90 acres, commonly

2. NBD Trust is the record title owner of a certain tract

visions of the 1970 Constitution of the State of Illinois.

1. The Village is a Home Rule Unit by virtue of the pro-

RECITALS

COURT III, INC., an Illinois corporation (the "Developer");

sometimes collectively referred to as the "Owner"; and GARDEN

HASPEL (the "Haspels") (NBD Trust, the Eskinazis and the Haspels

ESKINAZI (the "Eskinazis"); LAWRENCE U. HASPEL and DEBORAH G.

Trust No. 52348T ("NBD Trust"); ALBERT ESKINAZI and NADIA

under a certain Trust Agreement dated May 1, 1987 and known as

rate Authorities"; NBD TRUST COMPANY OF ILLINOIS, as Trustee

the President and Board of Trustees of the Village (the "Corpo-

Illinois municipal corporation (the "Village"), by and through

June, 1990, by, between and among the VILLAGE OF NORTHBROOK, an

This Agreement is made and entered into this 12th day of

ANNEXATION AGREEMENT

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for Heritage Drive.

for the Property and a variation for a 50 foot right-of-way width Resolution No. 90-R-44, approving a tentative subdivision plan 13. On March 27, 1990, the Corporate Authorities adopted

certain conditions, in Plan Commission Resolution No. 90-PC-5, for a 50' right-of-way width for Heritage Drive, subject to proposed rezoning and subdivision of the Property and a variation which time the Plan Commission recommended approval of the held by the Plan Commission of the Village on March 6, 1990, at February 15, 1990, as provided by statute, a public hearing was 12. Pursuant to notice published in the Northbrook Star on

statute, a public hearing was convened thereon on June 12, 1990. published in the Northbrook Star on May 1, 1990 as provided by submitted to the Corporate Authorities and, pursuant to notice stance and form substantially the same as this Agreement, was § 11-15.1-1 et seq., a proposed annexation agreement, in sub- of the Illinois Municipal Code, III. Rev. Stat. ch. 24, 11. Pursuant to the provisions of Section 11-15.1-1 et seq. of this Agreement.

develop the Property in accordance with the terms and provisions 10. The Owner and the Developer desire and propose to this Agreement. Municipal Code, III. Rev. Stat. ch. 24, § 7-1-8 (1989), and of accordance with the provisions of Section 7-1-8 of the Illinois the Annexation Parcel annexed to the Village pursuant to and in 9. The Owner and the Developer desire and propose to have Annexation Parcel.

the Village. No electors reside within the boundaries of the Annexation Parcel seeking annexation of the Annexation Parcel to duly executed petition signed by all owners of record of the 8. NBD Trust has heretofore filed with the Village Clerk a within the limits of any other municipality.

contiguous to the corporate limits of the Village and is not described in Parcel 1 in Exhibit A (the "Annexation Parcel") is 7. That portion of the NBD Trust Property legally

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14. On April 15, 1990, the Plan Commission reviewed and recommended approval of the final plat of subdivision for the subject property in Plan Commission Resolution No. 90-PC-13.

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

16. Notice of annexation has been, or will be, delivered to all appropriate entities and officials pursuant to and in accordance with the provisions of Section 7-1-1 of the Illinois Municipal Code, Ill. Rev. Stat. ch. 24, § 7-1-1 (1989).

17. The Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Property to the Village and its zoning and development 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 (1989), the parties hereto do hereby agree as follows:

1. Premises. The foregoing recitals are hereby made a part of this Agreement.

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

3. Adoption of Ordinance Zoning the Property. 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 (the "Rezoning Ordinance"), zoning the Property into the R-4 Single Family Residential District of the Northbrook Zoning Code (1988), as

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amended, and amending the Village's zoning map to add the Prop-
erty to said map in the R-4 District.

4. Approval of Final Plat of Subdivision. Immediately

following the adoption of the Rezoning Ordinance, the Corporate
Authorities shall adopt a valid and binding resolution in sub-
stantially the form attached hereto as Exhibit D approving the
Final Plat of Subdivision of the Property prepared by The Digital
Group, Ltd. dated June 12, 1990, consisting of two sheets, a copy
of which is attached hereto and, by this reference, incorporated
herein as Exhibit E (the "Final Plat").

5. Development of the Property. The Property shall be

developed with no more than twelve (12) subdivided lots (the
"Lot" or "Lots"), one outlet for a storm water detention area
("Outlet A") and dedicated public streets to be known as Heritage
Drive and Eskin Drive. No more than one detached single-family
house (the "House" or "Houses") shall be constructed on each of
the lots. Further, the development of the Property shall, except
for minor alterations due to final engineering and site work
approved by the Village Engineer or Director of Development, as
applicable, be in strict accordance with the following:

a. the provisions of this Annexation Agreement;

b. the Final Plat;

c. the Final Engineering Plan, prepared by The Digital Group, Ltd., consisting of twelve (12) sheets and with the latest revision dates as follows: Sheet 1 dated April 3, 1990; Sheets 2, 9, 11 and 12 dated April 2, 1990; Sheets 3, 5, 6, 7, 8 and 10 dated April 23, 1990; and Sheet 4 dated April 1, 1990, and in- tiated by the Village President and the Developer, a copy of which is attached hereto, and, by this reference, incorporated herein as Exhibit E (the "Final Engineering Plan");

d. the provisions as they now exist and as they may, from time to time, be amended, of the R-4 Single Family Residential District of the Northbrook Zoning Code (1988);

e. all other applicable provisions of the Northbrook Zoning Code (1988) as the same may, from time to time, be amended; and

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Village, a fair and equitable share of all prior water main and hereby unconditionally agree to pay, promptly upon request by the 9. Utility Recapture. The Owner and the Developer do

effective date of this Agreement, or as later amended. applicable codes, ordinances and regulations existing on the Northbrook Municipal Code (1988), as amended, and all other ter 6, entitled "Building and Construction Regulations," of the on the Property shall be constructed in accordance with chap- 8. Building and Construction Regulations. All buildings

Property. check prior to the recordation of the Final Plat for the Village. Said sum shall be paid by a certified or cashier's discretion of the Village for the general purposes of the to be deposited into the Village's general fund and used at the TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) (\$500.00 per House) required by other paragraphs of this Agreement, the total sum of they shall pay to the Village, in addition to other specific sums costs required thereby, the Owner and the Developer agree that increase in the level of municipal services and administrative development of the Property on the Village and the resulting 7. Annexation fee. In consideration of the impact of the

except the parties listed in this section. No donations were requested by any other School District or any other governmental or quasi-governmental agency or body be made.

School District No. 225 pursuant to which impact donations will District 27, Cook County, Illinois, and Northfield Township High agreements with the Northbrook Park District, Northbrook School acknowledges and represents that it has entered into binding 6. Donations and Contributions. The Developer hereby

the Village, shall control. the foregoing documents, the requirement that provides the greatest control and protection for the Village as determined by In the event of a conflict among the requirements of any of

f. any and all other applicable federal, state and Village laws, statutes, ordinances and regulations.

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The improvements shall be designed and constructed to the satisfaction of the Village Engineer and shall be substantially completed prior to the issuance by the Village of a certificate of occupancy for any House.

- e. Removal of all existing wells and septic tanks on the Property.
- d. Storm sewers; and
- c. Streets to be known as Eskin Drive and Heritage Drive, street lights for said streets and sidewalks on both sides of said streets;
- b. A concrete sidewalk along the north side of Walters Avenue from the east edge of the Property to the east edge of Messing Drive. Notwithstanding any other provisions of this section, installation of the sidewalk and the related restoration of the Walters Avenue right-of-way shall be completed prior to the issuance of any building permits for Houses on the Property;
- a. A storm water detention pond Outlot A. The parties specifically agree that the detention capacity to be provided on Outlot A is intended to serve Garden Court I and II as well as the Property, and that no storm water detention easements on property in Garden Court II shall be released or vacated by the Village or filled in and the detention use discontinued prior to completion of the detention pond on Outlot A;

10. On-Site and Off-Site Improvements. The Owner and the Developer shall, at the owner's and the Developer's sole cost and expense, construct all improvements on the Property and certain adjacent Property as required by the Village Engineer and as described on the Final Plat and the Final Engineering Plan (the "Improvements"), which Improvements shall include, without limitation, the following:

Storm Sewer	Resolution No. 61-R-4	\$ 705.00
Water	Ordinance No. 65-39	\$1,370.00
TOTAL		\$2,075.00

storm sewer improvements that have been developed in the area surrounding the Property and that benefit the Property. Computation of such recapture benefit has been determined by the Village, based on applicable recapture ordinances, and acknowledged by the Owner and the Developer, to be as follows:

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

a. Homeowners' Association.

(1) The membership in the Homeowners' Association shall be mandatory for each and every owner, and successive owner, of each and every Lot.

(ii) The declaration and bylaws of the Homeowners' Association shall be established and must be approved by the Corporate Authorities prior to becoming effective. Further, said declaration and by-laws shall provide that they not be amended to conflict with this Agreement without approval by the Corporate Authorities.

(iii) The Homeowners' Association shall be responsible for the continuity, care, conservation, maintenance, including operation in a first rate condition and in accordance with predetermined standards, of the Outlot and all equipment and appurtenances located on the Outlot, and the island in the out-de-sac adjacent to Lot 3 and Outlot A (the "Island").

(iv) The Homeowner's Association shall be responsible for casualty and liability insurance and real estate taxes for the Outlot.

(v) The owners of every House 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.

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

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b. No change shall be made in the finished grade of Outlot A nor shall any construction of any kind whatsoever be erected or permitted to exist within Outlot A that might materially impede storm water drainage therein or

a. Outlot A shall be continuously maintained in a first rate condition by the Homeowners' Association;

this Agreement:

Property shall be subject to the following conditions, which shall be included in the declaration required by Section 11 of Pond to be constructed by the Owner and the Developer on the Storm Water and Drainage Retention Pond. The retention

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

(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 has neglected to perform on the Outlot or the Island, to assess the membership for such work and to file a lien against the property of the Homeowner's Association or the property of any member failing to pay the assessment.

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

c. 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 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 the Outlot 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 and for the purpose of maintaining the Outlot.

b. Creation of Easements.

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13. Letter of Credit. The owner and the 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: (a) the total amount plus ten percent (10%) of the actual, executed contracts for the public improvements required in the Final Engineering Plan, Village review and inspection fees for the proposed development of the Property; or (b) the total amount plus twenty-five percent (25%) of an estimate of all such public improvement costs, in the event that actual, executed contracts for the public improvements are not available, and Village review and inspection fees. All such contracts and estimates shall be subject to review and approval by the Village Engineer. The

e. Nothing in this section shall be construed to constitute a dedication of any portion of Outlot A to, or an acceptance thereof by, the Village.

d. In the event that the Village shall cause to be performed any work pursuant to this section, the Village shall have the right to charge the Homeowners' Association an amount sufficient to defray the entire cost of such work or action, including administrative costs, either before or after such cost is incurred. If the amount so charged is not paid within thirty (30) days following a demand in writing by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien on all Lots in the Property, and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien in the same manner as in mortgage foreclosure proceedings; and

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

Village; approval of the Village Manager of the planting shall be permitted within shrubs, fences and normal landscape detention capacity thereof. Trees, materially reduce the storm water

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Village with respect to the adoption of the Rezoning Ordinance, meetings and hearings have been properly given and held by the B. The Owner and the Developer acknowledge that notices,

Property. the Village's issuance of any permits for the development of the connection with the Village's review of plans or improvements or may, at any time, be asserted against any of such parties in employees, agents and attorneys, from any and all claims that harmless, defend and indemnify the Village, its officers, time. The Owner and the Developer hereby agree to and shall hold of the Property, against damage or injury of any kind and at any or any of their heirs, successors and assigns to all or any part, not, in any way, be deemed to insure the Owner and the Developer, Improvements and issuance of any such permits does not, and shall that the Village's review and approval of any such plans and issuance of any permits for the development of the Property, and Village's review and approval of any plans or improvements or the damages or injuries that may be sustained as the result of the the Village is not and shall not be, in any way, liable for any A. The Owner and the Developer acknowledge and agree that

14. Limitation of Village Liability and Indemnification of Village.

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

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or appointed officials, agents, representatives, attorneys, or
ment for monetary damages against the Village or any elected or
they will not seek and do not have the right to recover a judg-
provided, however, that the Owner and the Developer agree that
performance, enforce or compel the performance of this Agreement;
action, mandamus or any other proceeding, including specific
A. The parties hereto may, in law or in equity, by suit,

16. Enforcement.

recordings required in connection with the aforesaid matters.
demand all costs incurred by the Village for publications and
Developer agree that they shall be liable for and will pay upon
and development of the Property. Further, the Owner and the
them during the term of this Agreement in connection with the use
posals, whether formal or informal, of whatever kind submitted by
incurred in connection with any applications, documents or pro-
they will continue to be liable for and to pay such costs
and permit fees. Further, the Owner and the Developer agree that
extent that all such fees are not covered by routine application
will pay to its legal counsel, Burke, Bosselman & Weaver; to the
including those fees and expenses that the Village has paid and
tion, preparation, consideration and review of this Agreement,
development of the Property and in connection with the negotia-
fees incurred in connection with the review of plans for the
therefor, all legal, engineering and planning and development
immediately upon presentation of a written demand or demands
Owner and the Developer agree that they will pay to the Village,
Agreement or by applicable Village ordinances and codes, the
costs, payments, permit fees or other fees required by this
15. Payment of Village Costs. In addition to any other

parties in connection with such actions.
claims that may, at any time, be asserted against any of such
officers, employees, agents and attorneys, from any and all
and shall hold harmless, defend and indemnify the Village, its
right. Further, the Owner and the Developer do hereby agree to
any procedural infirmity or of any denial of any procedural
and agree not to challenge any of such actions on the grounds of

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employees thereof on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement. In the event of a judicial proceeding brought by any party to this Agreement against any other party to this Agreement for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees incurred in connection with such judicial proceeding.

B. Notwithstanding any other right of the Village provided in this Agreement, upon a finding by the Village that the Developer has failed to develop the Property in accordance with any of the requirements of Section 2 of this Agreement, Services will not object to the Village taking all actions necessary to initiate the proceedings necessary to rezone the Property to the R-1 Single Family Residential District.

17. Exercise of Rights. The Village shall be under no obligation to exercise the rights granted in this Agreement except as it shall determine to be in its best interest. No failure to exercise at any time any right herein granted to the Village shall be construed as a waiver of that or any other rights.

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

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Section, each party shall have the right to change the address or By notice complying with the foregoing requirements of this

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

For notices and communications to the Village:

Garden Court III, Inc.
1324 Horizon Lane
Northbrook, IL 60062
Attention: Albert Eskinazi

For notices and communications to Garden Court III, Inc.:

Lawrence U. and Deborah G. Haspel
1318 Horizon Lane
Northbrook, IL 60062

For notices and communications to the Haspels:

Albert and Nadia Eskinazi
1324 Horizon Lane
Northbrook, IL 60062

For notices and communications to the Eskinazis:

NBD Trust Company of Illinois
8001 N. Lincoln Avenue
Skokie, IL 60077
Attention: Trust Officer

For notices and communications to the NBD Trust:

properly addressed to the parties, respectively, as follows:

registered mail, return receipt requested, postage prepaid, any main or branch United States post office, certified or set forth below, or three business days after deposit thereof in to the address thereon when delivered in person at the address notice or other communication hereunder shall be deemed delivered connection with this Agreement shall be in writing, and any 20. Notices. All notices and other communications in

execution and approval.

procedure as required by Illinois statutes for its original 22. Amendments. This Agreement may be amended by the same

(20) years.

from and after the date of its execution for a period of twenty

21. Term. This Agreement shall be in full force and effect

dual whole.

the parties that all of the provisions be treated as an indivi- held invalid and of no force or effect, it being the intent of

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addressed or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

24. Trustee Exculpation. This instrument is executed by NBD Trust, 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 NBD Trust, 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 NBD Trust Property contained in Trust No. 52348T or the beneficiaries thereof or against the signatories hereto, or their successors.

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.

VILLAGE OF NORTHBROOK

By: *[Signature]*
Village President

NBD TRUST COMPANY OF ILLINOIS,
as Trustee under Trust Agreement
dated May 1, 1987, and known
as Trust No. 52348T

By: *[Signature]*
Assistant Vice President

ALBERT ESKINAZI

[Signature]

WITNESS:

[Signature]

ASSISTANT SECRETARY

[Signature]

ATTEST:

[Signature]
ATTEST

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GARDEN COURT III, INC.,
an Illinois corporation
BY: Albert Skirway President

ATTEST: Doreen Gray Secretary

DEBORAH G. HASPEL
Deborah G. Haspel

WITNESS: Albert Skirway

LAWRENCE U. HASPEL
Lawrence U. Haspel

WITNESS: Albert Skirway

NADIA ESKINAZI
Nadia Eskinazi

WITNESS: Shirley Skirway

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My commission expires: Oct 14 1990
SEAL
Signature of Notary
This instrument was acknowledged before me on 1990, by ALBERT ESKINAZI, an individual.

STATE OF ILLINOIS)
)
) COUNTY OF COOK)
SS)

OFFICIAL SEAL
JOSEPH F. SOCHACKI
Notary Public, Cook County
State of Illinois
My Commission Expires 9-25-93

My Commission expires: 9-25-93
SEAL
Signature of Notary

This instrument was acknowledged before me on 1990, by GEORGE J. LORRY, ASSISTANT Vice President of NBD TRUST COMPANY OF ILLINOIS, as Trustee Under a Trust Agreement dated 1972, and known as Trust Number 52348T, and NORMAN J. SOMMON, JR., ASSISTANT Secretary of said Company.

STATE OF ILLINOIS)
)
) COUNTY OF COOK)
SS)

OFFICIAL SEAL
CECILIA A. NORMAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 12, 1991

My Commission expires:
SEAL
Signature of Notary

This instrument was acknowledged before me on July 9 1990, by Richard T. Tolson, the Village President of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Lena N. Lewis, the Village Clerk of said municipal corporation.

STATE OF ILLINOIS)
)
) COUNTY OF COOK)
SS)

ACKNOWLEDGMENTS

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My Commission expires: Oct 14, 1990

SEAL

Signature of Notary Deborah A. Finley

the Secretary of said corporation.

1990, by ALBERT ESKINAZI, the President of the CAPDEN COURT
 III, INC., an Illinois corporation, and by WALTER S. HUNT
 This instrument was acknowledged before me on July 5

STATE OF ILLINOIS)
)
 COUNTY OF COOK)
)
 SS)

My commission expires: Oct 14, 1990

SEAL

Signature of Notary Deborah A. Finley

1990, by DEBORAH G. HASPFL, an individual.

This instrument was acknowledged before me on July 5

STATE OF ILLINOIS)
)
 COUNTY OF COOK)
)
 SS)

My commission expires: Oct 14, 1990

SEAL

Signature of Notary Deborah A. Finley

1990, by LAWRENCE U. HASPFL, an individual.

This instrument was acknowledged before me on July 5

STATE OF ILLINOIS)
)
 COUNTY OF COOK)
)
 SS)

My commission expires: Oct 14, 1990

SEAL

Signature of Notary Deborah A. Finley

1990, by NADIA ESKINAZI, an individual.

This instrument was acknowledged before me on July 5

STATE OF ILLINOIS)
)
 COUNTY OF COOK)
)
 SS)

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Exhibit A	Legal Description
Exhibit B	Annexation Ordinance
Exhibit C	Rezoning Ordinance
Exhibit D	Resolution Approving Final Plat of Subdivision
Exhibit E	Final Plat of Subdivision, prepared by The Digital Group, Ltd., dated June 12, 1990.
Exhibit F	Final Engineering Plan, prepared by The Digital Group, Ltd., consisting of twelve (12) sheets.

LIST OF EXHIBITS

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That part of Lots 5 and 6 of Northbrook Countryside Farmettes, being a subdivision in

PARCEL 3:

04-07-401-009 (part)
04-07-401-010 (part)

P.I.N.

Illinois

Commonly known as 3710 and 3730 Walters Avenue, Northbrook,

13,486 square feet (0.31 acres) more or less. feet to the point of beginning and containing along the East line of said Lot 5, 165.13 South 00 degrees 17 minutes 10 seconds West point on the East line of said Lot 5; thence minutes 46 seconds East, 39.80 feet to a point of tangency; thence North 89 degrees 49 said curve an arc distance of 31.75 feet to a having a radius of 125.00 feet; thence along a curve convex to the North and seconds East 18.66 feet to a point of tangency; thence North 75 degrees 16 minutes 31 degrees 41 minutes 27 seconds West, 156.31 feet; thence North 89 degrees 42 minutes 50 seconds West, 75.64 feet; thence North 04 Beginning; thence North 89 degrees 42 minutes Lot 5, 268.70 feet to the True Point of seconds East along the East line of said Lot 5; thence North 00 degrees 17 minutes 10 Commencing at the Southeast corner of said

square feet (0.34 acres) more or less; and Point of Beginning and containing 14,895 East line of said Lot 5 87.62 feet to the degrees 17 minutes 10 seconds West along the East line of said Lot 5; thence South 00 seconds East, 170.00 feet to a point on the feet; thence South 89 degrees 42 minutes 50 degrees 17 minutes 10 seconds East, 87.62 50 seconds West, 170.00 feet; thence North 00 Beginning; thence North 80 degrees 42 minutes Lot 5; 18.08 feet to the True Point of seconds East along the East line of said Lot 5; thence North 00 degrees 17 minutes 10 Commencing at the Southeast corner of said

except the following:
Principal Meridian, in Cook County, Illinois, Township 42 North, Range 12 East of the Third West 1/4 and the Southeast 1/4 of Section 7, Farmettes, being a subdivision of the South- Lots 5 and 6 in Northbrook Countryside

PARCEL 2:

P.I.N. 04-07-401-008

Commonly known as 3750 Walters Avenue, Cook County, Illinois

Meridian, in Cook County, Illinois. Lot 7 in Northbrook Countryside Farmettes, a subdivision of the Southwest 1/4 and the Southeast 1/4 of Section 7, Township 42 North, Range 12 East of the Third Principal

PARCEL 1:

EXHIBIT A

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P.I.N. 04-07-401-010 (part)

Illinois

Commonly known as a portion of 3710 Walters Avenue, Northbrook,

all in Cook County, Illinois. 13,486 square feet (0.31 acres) more or less, feet to the point of beginning and containing along the East line of said Lot 5, 165.13 South 00 degrees 17 minutes 10 seconds West point on the East line of said Lot 5; thence minutes 46 seconds East, 39.80 feet to a point of tangency; thence North 89 degrees 49 minutes 46 seconds East, 31.75 feet to a said curve an arc distance of 31.75 feet to a having a radius of 125.00 feet; thence along a curve of a curve convex to the North and seconds East 18.66 feet to a point of curve feet; thence North 75 degrees 16 minutes 31 degrees 41 minutes 27 seconds West, 156.31 feet; thence North 75 degrees 16 minutes 31 seconds East 18.66 feet to a point of curve beginning; thence North 89 degrees 42 minutes 50 seconds West, 75.64 feet; thence North 04 degrees 41 minutes 27 seconds West, 156.31 feet; thence North 75 degrees 16 minutes 31 seconds East 18.66 feet to a point of curve

Commencing at the Southeast Corner of said Lot 5; thence North 00 degrees 17 minutes 10 seconds East along the East line of said Lot 5, 268.70 feet to the True Point of Beginning; thence North 89 degrees 42 minutes 50 seconds West, 75.64 feet; thence North 04 degrees 41 minutes 27 seconds West, 156.31 feet; thence North 75 degrees 16 minutes 31 seconds East 18.66 feet to a point of curve

follows:

That part of Lot 5 of Northbrook Countryside Farmettes, being a subdivision in the South- west Quarter and the Southeast Quarter of Section 7, Township 42 North, Range 12, East of the Third Principal Meridian and recorded July 19th, 1955 as Document Number 16304511 and being more particularly described as follows:

PARCEL 4:

P.I.N. 04-07-401-009 (part)
04-07-401-010 (part)

Illinois

Commonly known as a portion and 3730 Walters Avenue, Northbrook,

County, Illinois. feet (0.34 acres) more or less, all in Cook of Beginning and containing 14,695 square feet to the Point Line of said Lot 5 87.62 feet to the East 17 minutes 10 seconds West along the East Line of said Lot 5; thence South 00 degrees seconds East, 170.00 feet a point on the East feet; thence South 89 degrees 42 minutes 50 degrees 17 minutes 10 seconds East, 87.62 50 seconds West, 170.00 feet; thence North 00 Beginning; thence North 80 degrees 42 minutes Lot 5; 181.08 feet to the True Point of seconds East along the East line of said Lot 5; thence North 00 degrees 17 minutes 10

Commencing at the Southeast Corner of said Lot 5; thence North 00 degrees 17 minutes 10 seconds East along the East line of said Lot 5; 181.08 feet to the True Point of Beginning; thence North 80 degrees 42 minutes 50 seconds West, 170.00 feet; thence North 00 degrees 17 minutes 10 seconds East, 87.62 feet; thence South 89 degrees 42 minutes 50 seconds East, 170.00 feet a point on the East Line of said Lot 5; thence South 00 degrees 17 minutes 10 seconds West along the East Line of said Lot 5 87.62 feet to the Point of Beginning and containing 14,695 square feet (0.34 acres) more or less, all in Cook County, Illinois.

the Southwest Quarter and the Southeast Quarter of Section 7, Township 42 North, Range 12, East of the Third Principal Meridian and recorded July 19th, 1955 as Document Number 16304511 and being more particularly described as follows:

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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 51% 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.

Commonly known as 3750 Walters Avenue, Cook County, Illinois.

Permanent Index Number: 04-07-401-008

LOT 7 IN NORTHBROOK COUNTRYSIDE FARMLETES, A SUBDIVISION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Village of Northbrook, pursuant to Chapter 24, Section 7-1-a of the Illinois Revised Statutes, hereby annexes the territory legally described as:

Section 1. REAL ESTATE ANNEXED.

be and is hereby adopted as follows:

(GARDEN COURT III SUBDIVISION, 3750 WALTERS AVENUE)

AN ORDINANCE VOLUNTARILY ANNEXING CERTAIN TERRITORY CONTIGUOUS TO THE VILLAGE OF NORTHBROOK

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

ORDINANCE NO. 90-

EXHIBIT B

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Village Clerk

ATTEST:

Village President

NAYS:

AYES:

PASSED: This _____ day of _____, 1990.

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.

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Property of Cook County Clerk's Office

Village Clerk

ATTEST:

Village President

NAYS:

AYES:

PASSED: This day of _____, 1990.

This Ordinance shall be in full force and effect only upon recordation of a Declaration of Covenants document prepared by the applicant 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 February 15, 1990 in the Northbrook Star and the amendment was publicly heard by the Plan Commission on March 6, 1990, with a favorable recommendation rendered on that date.

Section 2. PUBLIC HEARING.

Commonly known as 3710, 3730 and 3750 Walters Avenue, Cook County, Illinois.

Permanent Index Numbers: 04-07-401-008, -009 and -010

LOTS 5, 6 AND 7 IN NORTHBROOK COUNTRYSIDE FARMLETTES, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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, part of which is currently zoned R-1 Single Family Residential District due to its annexation to the Village, and parts of which are zoned R-1 and R-3 Single Family Residential District, all to the R-4 Single Family Residential District:

Section 1. AMENDMENT.

be and is hereby adopted as follows:

AM ORDINANCE REZONING PROPERTY AT 3710, 3730 and 3750 WALTERS AVENUE (GARDEN COURT III SUBDIVISION)

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

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- 1) Certification by the Village Engineer and the Village Manager that the plat has been checked; that all working drawings and specifications for improvement 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 recapture 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;
- 4) Certification by the Illinois Department of Transportation or other appropriate highway department with jurisdiction regarding its review and approval of the final plat; and
- 5) Approval as to form of signature blocks and easement language on final plat by the Village Attorney.

The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the final plat of the GARDEN COURT III SUBDIVISION contingent upon:

Section 2.

The final plat of subdivision of the GARDEN COURT III SUBDIVISION, prepared by The Digital Group, Ltd., and dated 1990, 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, 1991:

By direction of the Village Board of Trustees by Resolution No. 90-R-44, the Plan Commission reviewed the final plat of subdivision at its meeting on May 15, 1990, rendering its recommendation for approval of the final plat on the same date (Resolution No. 90-PC-13).

that date. recommendation regarding zoning and tentative subdivision plan on its regular meeting on March 6, 1990, and rendered its favorable Commission held public hearings and discussed the petitions in approval with necessary variations (Docket No. 90-10). The Plan Residential District (Docket No. 90-9) and for subdivision has petitioned for annexation, rezoning to the R-4 Single Family of property commonly known as 3710, 3730 and 3750 Walters Avenue, Garden Court III, Inc., of Northbrook, Illinois, developer

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Village Clerk

ATTEN:

Village President

NAYS:

AYES:

PASSED: This _____ day of _____, 1990.

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 3.

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Village Clerk

Virginia N. Lewis

ATTEST:

Village President

Richard T. Falcone

AYES: (6)

NAYS: (0)

PASSED: This 12th day of June, 1990.

The Village Attorney is authorized and directed to record the Agreement following completion of all administrative details relating to the Agreement.

Section 3.

The Village President and Village Clerk are hereby authorized to execute and seal the Agreement on behalf of the Village.

Section 2.

The Annexation Agreement by, between and among the NBD Trust, the Eskinazis, the Haspels, Garden Court III, Inc. and the Village of Northbrook for Garden Court III Subdivision is hereby approved in substantially the form attached to this Resolution.

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, as follows:

NBD Trust has petitioned for annexation of 3750 Walters Avenue and for rezoning and subdivision of all three parcels to permit development of twelve single-family homes (Docket Nos. 90-9/10) to be known as Garden Court III Subdivision. As part of the annexation process, NBD Trust, the Eskinazis, the Haspels and Garden Court III, Inc., as developer and sole beneficiary of the NBD Trust, have agreed to enter into an Annexation Agreement with the Village providing for the orderly development of the property.

NBD Trust Company of Illinois, as Trustee under a Trust Agreement dated May 1, 1987 and known as Trust No. 52348T ("NBD Trust"), is the owner of property commonly known as 3750 Walters Avenue, that is not currently within the limits of the Village of Northbrook, and the majority of property to the east known as 3710 and 3730 Walters Avenue, that is currently within the limits of the Village of Northbrook. Nadia and Albert Eskinazi (the "Eskinazis") and Lawrence and Deborah Haspel (the "Haspels") are owners of portions of 3710 and 3730 Walters Avenue.

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