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. COOK COUNTY RECORDER

LAKE-COOK ROAD CORRIDOR AGREEMENT

BY AND BETWEEN

THE VILLAGE OF NORTHBROOK

AND

THE VILLAGE OF DEERFIELD

DATED AS OF JULY 25, 1995

95549295



Prepared By:
Steven M. Elrod
Burke, Weaver & Prell
55 West Monroe Street
Suite 800
Chicago, Illinois 60603

After Recording Return To:
Steven M. Elrod
Burke, Weaver & Prell
55 West Monroe Street
Suite 800
Chicago, Illinois 60603

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LAKE-COOK ROAD CORRIDOR AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the 25th day of July, 1995, by and between the **VILLAGE OF NORTHBROOK**, an Illinois home rule municipal corporation ("Northbrook"), and the **VILLAGE OF DEERFIELD**, an Illinois home rule municipal corporation ("Deerfield").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged and agreed to by Northbrook and Deerfield, the parties hereto agree as follows:

SECTION 1. RECITALS.

A. Northbrook and Deerfield are home rule units of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. Northbrook and Deerfield desire to establish certain municipal jurisdiction boundaries and to provide for responsible and compatible land use planning and administration within the area generally known as the Lake-Cook Road Corridor.

C. Northbrook and Deerfield desire to resolve outstanding matters and provide comprehensive solutions to issues concerning annexation, zoning, and land use management standards for the Lake-Cook Road Corridor.

D. Northbrook and Deerfield desire to limit and mitigate the potential adverse impacts of the development or redevelopment of certain parcels, hereinafter described, along the Lake-Cook Road Corridor on local roads and traffic.

E. Northbrook and Deerfield desire to establish a foundation for ongoing communication, cooperation, and consultation on matters of mutual interest.

F. In furtherance of the aforesaid objectives, Northbrook and Deerfield have reviewed, considered, and agreed to adopt jointly a Local Land Resource Management Plan containing certain annexation, land resource management, and zoning standards to be enforced within the Lake-Cook Road Corridor that form a necessary basis for the proper development or redevelopment of the Lake-Cook Road Corridor and the public facilities that will be affected and impacted thereby.

G. Northbrook and Deerfield intend that this Agreement, including the Exhibits incorporated herein and any ordinances and resolutions adopted, and agreements executed, pursuant to this Agreement shall constitute a Local Land Resource Management Plan containing, and providing for enforcement of, annexation and land resource management and zoning standards applicable to the Lake-Cook Road Corridor.

H. Northbrook and Deerfield have the power and authority to enter into this Agreement pursuant to their respective home rule powers; the provisions of Article VII, Section 10 of the Illinois Constitution of 1970; the Local Land Resource Management Planning Act, 50 ILCS 805/1 et seq.; the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and 65 ILCS 5/11-12-9.

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I. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Northbrook has determined that it is in the best interests of the public welfare of Northbrook in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular to enter into this Agreement.

J. After full consideration of all annexation, planning and intergovernmental issues affecting this matter, Deerfield has determined that it is in the best interests of the public welfare of Deerfield in general and the property owners and residents in and around the Lake-Cook Road Corridor in particular to enter into this Agreement.

SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Baxter North Parcel": The unincorporated developed real estate located generally east of Sanders Road, west of the I-294 Tri-State Tollway, and north of the Baxter South Parcel, as depicted on Exhibit A.

"Baxter South Parcel": The unincorporated undeveloped real estate located generally east of Sanders Road, west of the I-294 Tri-State Tollway, north of Lake-Cook Road, and south of the Baxter North Parcel, as depicted on Exhibit A.

"Brookside Shopping Center/Hanekamp Funeral Home Parcels": The unincorporated developed real estate located generally east of Waukegan Road, west of the Picardy East Townhouse Development Parcel, north of the I-94 Tollway Spur, and south of the Glenbrook Countryside Estates Parcel, as depicted on Exhibit A.

"Deerfield Zoning Ordinance": The Deerfield Zoning Ordinance, 1978, as the same has been and may, from time to time hereafter, be amended.

"Glenbrook Countryside Estates Parcel": The unincorporated developed real estate located generally east of Waukegan Road, west of the Courts of Northbrook Residential Development, north of the I-94 Tollway Spur, and south of Lake-Cook Road, as depicted on Exhibit A.

"LaSalle and Surrounding Parcels": The unincorporated undeveloped parcels of real estate located generally east of the office building located at the southeast corner of Lake-Cook Road and Sanders Road, west of the I-294 Tri-State Tollway, and south of Lake-Cook Road, as depicted on Exhibit A.

"Municipal Services": Services provided by municipalities for the benefit of real estate and the occupants thereof that are in the nature of public utilities, including, without limitation, such services as water supply, storm sewer, sanitary sewer, cable television, and residential refuse collection, but not including police, fire, and emergency medical and paramedic services.

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"Northbrook Zoning Code": The Village of Northbrook Zoning Code, 1988, as the same has been and may, from time to time hereafter, be amended.

"Picardy East Townhouse Development Parcel": The unincorporated developed real estate located generally east of the Brookside Shopping Center/Hanekamp Funeral Home Parcels, north of the I-94 Tollway Spur, and south of the Glenbrook Countryside Estates Parcel, as depicted on Exhibit A.

"Red Roof Inn Agreement": That certain Agreement dated January 28, 1987, by and between Northbrook and Red Roof Inn, Inc. and attached hereto as Exhibit B.

"Red Roof Inn Parcel": The unincorporated developed real estate and located generally north of the I-94 Tollway Spur and west of Waukegan Road, as depicted on Exhibit A.

"Waukegan Road Triangle Parcel": The unincorporated undeveloped triangular-shaped real estate located generally east of the Chicago, Milwaukee, St. Paul, and Pacific Railroad line, south of the I-94 Tollway Spur, west of Waukegan Road, and north of that certain property owned by the Cook County Forest Preserve District, as depicted on Exhibit A.

SECTION 3. UNINCORPORATED TERRITORY IN THE LAKE-COOK ROAD CORRIDOR

A. Glenbrook Countryside Estates Parcel.

1. Annexation. Northbrook shall not object to the voluntary or involuntary annexation by Deerfield of all or any portion of the Glenbrook Countryside Estates Parcel. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of the Glenbrook Countryside Estates Parcel.

2. Development Upon Annexation by Northbrook or Deerfield. Neither Northbrook nor Deerfield shall, upon annexation, permit any use, development, or redevelopment of all or any portion of the Glenbrook Countryside Estates Parcel that is inconsistent with, or that would allow for an increase in the number of, the single family detached dwelling units allowed pursuant to the Cook County Zoning Ordinance regulations applicable to the Glenbrook Countryside Estates Parcel as of the Effective Date of this Agreement.

3. Development in Other Circumstances. In the event that a owner or other party with an interest in all or any portion of the Glenbrook Countryside Estate Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Cook County or in a municipality other than Northbrook or Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3A2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Glenbrook Countryside Estates Parcel, to support or allow any use, development,

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redevelopment, or expansion of the Glenbrook Countryside Estates Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3A2 of this Agreement.

B. Picardy East Townhouse Development Parcel.

1. Annexation. Northbrook shall not object to the voluntary or involuntary annexation by Deerfield of all or any portion of Picardy East Townhouse Development Parcel. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of Picardy East Townhouse Development Parcel.

2. Development Upon Annexation by Northbrook or Deerfield. Neither Northbrook nor Deerfield shall, upon annexation, permit any use, development, or redevelopment of all or any portion of the Picardy East Townhouse Development Parcel that is inconsistent with, or that would allow for an increase in the number of, the residential townhouse dwelling units that exist on the Picardy East Townhouse Development Parcel as of the Effective Date of this Agreement.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the Picardy East Townhouse Development Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Cook County or in a municipality other than Northbrook or Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3B2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, either directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Picardy East Townhouse Development Parcel, to support or allow any use, development, redevelopment, or expansion of the Picardy East Townhouse Development Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3B2 of this Agreement.

C. Brookside Shopping Center/Hanekamp Funeral Home Parcels.

1. Annexation. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels. Deerfield shall neither voluntarily nor involuntarily annex all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels, nor shall Deerfield provide, or offer to provide, Municipal Services to all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels.

2. Development Upon Annexation by Northbrook. Upon annexation, Northbrook shall not permit any use, development, or redevelopment of all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels other than general retail and business uses of the type and intensity existing on the Brookside Shopping Center/Hanekamp Funeral Home Parcels as of the Effective Date of this Agreement. Notwithstanding the foregoing, Northbrook may approve a plan for a new or different use, development, or redevelopment of the Brookside Shopping Center/Hanekamp Funeral Home Parcels, if, and only if (a) such plan is

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approved in advance by the Deerfield Corporate Authorities by resolution duly adopted; and (b) such plan includes improvements to the Waukegan Road access to the Brookside Shopping Center/Hanekamp Funeral Home Parcels, including specifically, but without limitation, a dedicated left turn lane from Waukegan Road into the Brookside Shopping Center/Hanekamp Funeral Home Parcels.

3. Development in Other Circumstances. In the event that an owner or other party with interest in all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels seeks to use, develop, redevelop, or expand all or any portion of such Parcels in unincorporated Cook County or in a municipality other than Northbrook in a manner inconsistent with the terms and conditions set forth in Paragraph 3C2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels, to support or allow any use, development, redevelopment, or expansion of the Brookside Shopping Center/Hanekamp Funeral Home Parcels that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3C2 of this Agreement.

D. Red Roof Inn Parcel.

1. Annexation. Northbrook shall not object to the voluntary or involuntary annexation by Deerfield of all or any portion of the Red Roof Inn Parcel. Northbrook shall neither voluntarily nor involuntarily annex all or any portion of the Red Roof Inn Parcel nor shall Northbrook provide, or offer to provide, Municipal Services to all or any portion of the Red Roof Inn Parcel. Further, Northbrook agrees not to exercise its rights pursuant to the Red Roof Inn Agreement to call for the annexation of the Red Roof Inn Parcel to Northbrook.

2. Development Upon Annexation by Deerfield. Upon annexation, Deerfield shall not permit any use, development, or redevelopment of all or any portion of the Red Roof Inn Parcel that is inconsistent with the terms, conditions, and provisions of the Red Roof Inn Agreement.

3. Development in Other Circumstances. In the event that an owner or other party with interest in all or any portion of the Red Roof Inn Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Cook County or in a municipality other than Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3D2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Red Roof Inn Parcel, to support or allow any use, development, or redevelopment of the Red Roof Inn Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3D2 of this Agreement.

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E. Waukegan Road Triangle Parcel.

1. Annexation. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of the Waukegan Road Triangle Parcel. Deerfield shall neither voluntarily nor involuntarily annex all or any portion of the Waukegan Road Triangle Parcel, nor shall Deerfield provide or offer to provide Municipal Services to all or any portion of the Waukegan Road Triangle Parcel.

2. Development Upon Annexation by Northbrook. Upon annexation, Northbrook shall not permit any use, development, or redevelopment of all or any portion of the Waukegan Road Triangle Parcel that is inconsistent with the terms, conditions, and provisions of Article VII (Industrial Districts) of the Northbrook Zoning Code.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the Waukegan Road Triangle Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Cook County or in a municipality other than Northbrook, in a manner inconsistent with the terms and conditions set forth in Paragraph 3E2 of this Agreement, Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Waukegan Road Triangle Parcel, to support or allow any use, development, redevelopment, or expansion of the Waukegan Road Triangle Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3E2 of this Agreement.

F. LaSalle and Surrounding Parcels.

1. Annexation. Deerfield shall not object to the voluntary or involuntary annexation by Northbrook of all or any portion of the LaSalle and Surrounding Parcels. Deerfield shall neither voluntarily nor involuntarily annex all or any portion of the LaSalle and Surrounding Parcels, nor shall Deerfield provide or offer to provide Municipal services to all or any portion of the LaSalle and Surrounding Parcels.

2. Development Upon Annexation by Northbrook. Upon annexation, Northbrook shall not permit any use, development, redevelopment, or expansion of all or any portion of the LaSalle and Surrounding Parcels that is inconsistent with the following:

a. Principal Uses: Residential, institutional (including nursing homes and senior citizen housing), and low density office, research, and warehouse.

b. Accessory Uses: Any use that is subordinate and accessory to, and is in common ownership or control with, a principal use including specifically, but without limitation, associated retail and restaurant uses; provided, however, that such accessory uses shall not utilize more than 10 percent of the gross floor area occupied by the principal use.

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c. Bulk Regulations:

- (1) Maximum height (including all roof appurtenances): three stories or 45 feet, whichever is less;
- (2) Maximum Floor Area Ratio ("FAR") (as defined in Subsection 12-206F of the Northbrook Zoning Code; provided, however, that "gross floor area" shall include structured parking facilities): .30; and
- (3) Maximum impervious surface coverage: 50 percent.
- (4) No off-street parking or buildings shall be located within 40 feet of the Sanders Road or Lake-Cook Road rights-of-way.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the LaSalle and Surrounding Parcels seeks to use, develop, redevelop, or expand all or any portion of such Parcels in unincorporated Cook County or in a municipality other than Northbrook in a manner inconsistent with the terms and conditions set forth in Paragraph 3F2 of this Agreement, both Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the LaSalle and Surrounding Parcels, to support or allow any use, development, redevelopment, or expansion of the LaSalle and Surrounding Parcels that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3F2 of this Agreement.

G. Baxter North Parcel.

1. Annexation. Northbrook shall not object to the voluntary or involuntary annexation by Deerfield of all or any portion of the Baxter North Parcel. Northbrook shall neither voluntarily nor involuntarily annex all or any portion of the Baxter North Parcel, nor shall Northbrook provide or offer to provide Municipal Services to all or any portion of the Baxter North Parcel.

2. Development Upon Annexation by Deerfield. Upon annexation, Deerfield shall not permit any use, development, redevelopment, or expansion of all or any portion of the Baxter North Parcel that is inconsistent with the office use of the height, type and intensity of that which exists on the Baxter North Parcel as of the Effective Date of this Agreement.

3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the Baxter North Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Lake County or in a

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municipality other than Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3G2 of this Agreement, both Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Baxter North Parcel, to support or allow any use, development, redevelopment, or expansion of the Baxter North Parcel that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3G2 of this Agreement, except as may be provided as of the date of this Agreement in that certain Water Agreement dated as of February 4, 1985 ("Water Agreement") and to which Deerfield and an affiliate of Baxter are parties.

H. Baxter South Parcel.

1. Annexation. Northbrook shall not object to the annexation by Deerfield of all or any portion of the Baxter South Parcel. Northbrook shall neither voluntarily nor involuntarily annex all or any portion of the Baxter South Parcel, nor shall Northbrook provide or offer to provide Municipal Services to all or any portion of the Baxter South Parcel.

2. Development Upon Annexation by Deerfield. Upon annexation, Deerfield shall not permit any use, development, redevelopment, or expansion of all or any portion of the Baxter South Parcel that is inconsistent with the following:

a. Principal Uses: Residential, institutional (including nursing homes and senior citizen housing), and low density office, research, and warehouse.

b. Accessory Uses: Any use that is subordinate and accessory to, and is in common ownership with, a principal use including specifically, but without limitation, associated retail and restaurant uses; provided, however, that such accessory uses shall not utilize more than 10 percent of the gross floor area occupied by the principal use.

c. Bulk Regulations:

- (1) Maximum height (including all roof appurtenances): three stories or 45 feet, whichever is less;
- (2) Maximum Floor Area Ratio ("FAR") (as defined in Subsection 12-206F of the Northbrook Zoning Code; provided, however, that "gross floor area" shall include structured parking facilities): .30; and
- (3) Maximum impervious surface coverage: 50 percent.
- (4) No off-street parking or buildings shall be located within 40 feet of the Saunders Road or Lake-Cook Road rights-of-way.

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3. Development in Other Circumstances. In the event that an owner or other party with an interest in all or any portion of the Baxter South Parcel seeks to use, develop, redevelop, or expand all or any portion of such Parcel in unincorporated Lake County or in a municipality other than Deerfield in a manner inconsistent with the terms and conditions set forth in Paragraph 3H2 of this Agreement, both Northbrook and Deerfield shall take all necessary actions to register objections to such use, development, redevelopment, or expansion with the governmental agencies and officials with jurisdiction thereof and shall cooperate with each other in pursuing such objections. Neither Northbrook nor Deerfield shall, directly or indirectly, take any action, including specifically, but without limitation, the provision of Municipal Services to all or any portion of the Baxter South Parcel, that is in any manner inconsistent with the terms and conditions set forth in Paragraph 3H2 of this Agreement, except as may be provided as of the date of this Agreement, in the Water Agreement.

SECTION 4. TOLLWAY INTERCHANGE.

A. Deerfield Agreement. In the event that (a) the Illinois Toll Highway Authority announces the elimination of access to and from the 1-94 Tollway Spur at Deerfield Road, (b) preliminary design plans and specifications are prepared by the Illinois Toll Highway Authority for an alternate access location on any property that is either (i) located within the corporate limits of Northbrook or (ii) contemplated or designated to be annexed to Northbrook pursuant to this Agreement (the "Northbrook Alternative Access Locations"), and (c) Northbrook has conducted a good faith review of such preliminary design plans and specifications, then Deerfield shall, upon a written request from Northbrook, do the following: Deerfield shall take all action necessary to support any official position of Northbrook regarding the inappropriateness of any of the Northbrook Alternative Access Locations. For purposes of this Section, the term "action" shall mean the delivery of written communication, in the form of a resolution duly adopted by the Deerfield Board of Trustees, to the Illinois Toll Highway Authority, or such other governmental agencies or officials with jurisdiction as Northbrook shall specify, confirming Deerfield's concurrence with Northbrook's position with regard to any of such Northbrook Alternative Access Locations. Further, Deerfield shall not take a position contrary to the position stated in said resolution.

B. Northbrook Agreement. In the event that (a) the Illinois Toll Highway Authority announces the elimination of access to and from the 1-94 Tollway Spur at Deerfield Road, (b) preliminary design plans and specifications are prepared by the Illinois Toll Highway Authority for an alternate access location on any property that is either (i) located within the corporate limits of Deerfield or (ii) contemplated or designated to be annexed to Deerfield pursuant to this Agreement (the "Deerfield Alternative Access Locations"), and (c) Deerfield has conducted a good faith review of such preliminary design plans and specifications, then Northbrook shall, upon a written request from Deerfield, do the following: Northbrook shall take all action necessary to support any official position of Deerfield regarding the inappropriateness of any of the Deerfield Alternative Access Locations. For purposes of this Section, the term "action" shall mean the delivery of written communication, in the form of a resolution duly adopted by the Northbrook Board of Trustees, to the Illinois Toll Highway Authority, or such other governmental agencies or officials with jurisdiction as Deerfield shall specify, confirming Northbrook's concurrence with Deerfield's position with regard

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to any of such Deerfield Alternative Access Locations. Further, Northbrook shall not take a position contrary to the position stated in said resolution.

SECTION 5. SERVICING OF LAKE-COOK CORRIDOR.

The parties agree that police protection and response shall be provided to the Lake-Cook Corridor in accordance with any joint agreements and directives of the respective Village Managers and Chiefs of Police of Northbrook and Deerfield.

SECTION 6. SPIRIT OF COOPERATION.

A. Continued Cooperation. The parties agree to continue to cooperate and work together to promote and achieve the goals of this Agreement.

B. County Participation. The parties agree to work cooperatively and collectively to have the County of Lake and the County of Cook become parties to this Agreement and to otherwise take such actions as are necessary to ensure that the Lake-Cook Road Corridor is used and developed in a manner that is consistent with the terms and provisions of this Agreement.

C. Annual Meeting. The Northbrook Village President and Village Manager, or their designees, and the Deerfield Village President and Village Manager or their designees, shall meet together annually during the month of each annual anniversary of the Effective Date of this Agreement for the purpose of, but not necessarily limited to, discussing the use and development of the Lake-Cook Road Corridor and the progress of achieving the goals and purposes of this Agreement.

SECTION 7. NOTIFICATION OF ANNEXATION OR REZONING PROPOSALS.

Northbrook and Deerfield do hereby agree to notify each other of, and prior to, any annexation or zoning action taken by each Village, respectively, with respect to those parcels identified in Section 3 of this Agreement.

SECTION 8. AMENDMENTS TO OFFICIAL DOCUMENTS.

If necessary, Northbrook shall amend the Northbrook Zoning Code, Deerfield shall amend the Deerfield Zoning Ordinance, and both parties shall amend their official zoning maps and comprehensive plans to the maximum extent possible to reflect the understandings and agreements reached by the parties in this Agreement.

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SECTION 9. LITIGATION AND DEFENSE OF AGREEMENT.

If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (the "Litigation"), the party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of the Litigation. Such other party may join in the Litigation in the manner and to the extent provided by law. Northbrook and Deerfield do hereby further agree to use their respective best efforts to defend against all Litigation and to otherwise defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. For each party, such best efforts shall include at least retaining competent legal counsel; providing testimony when so requested; or hiring or sharing in the cost of expert witnesses as the case may be. Deerfield shall have the right to select legal counsel for Litigation concerning any parcel annexed, or contemplated herein to be annexed, to Deerfield. Northbrook shall have the right to select legal counsel for litigation concerning any parcel annexed, or contemplated herein to be annexed, to Northbrook. In addition to the foregoing, both parties shall have the right to retain, at its own expense, its own independent legal counsel for any matter.

SECTION 10. REMEDIES.

A. **Remedies.** In the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement.

B. **Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Paragraph A of this Section without first providing written notice to the other party of the breach or alleged breach and allowing a period of 15 days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said 15 day period notwithstanding diligent and continuous effort by the party receiving notice and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

SECTION 11. TERM.

This Agreement shall be in full force and effect from and after the date of its execution for a period of 50 years; provided, however, that if such 50 year term shall be held invalid, the term shall be the maximum term permitted by applicable law as of the Effective Date of this Agreement or such longer term as may be subsequently allowed. Unless the parties shall otherwise agree in writing, if and to the extent permitted by applicable law at any time during the term of this Agreement, and after public hearing if required by state law, the term of this Agreement

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shall be extended to the full extent from time to time permitted by law without further action by the parties.

SECTION 12. GENERAL PROVISIONS.

A. Complete Agreement; Supersedece. This Agreement and the Exhibits attached hereto constitute the complete agreement of the parties regarding the Lake-Cook Road Corridor and shall, as of the Effective Date, supersede and nullify all prior drafts and agreements concerning the Lake-Cook Road Corridor or any portion thereof, other than the Red Roof Inn Agreement and the Water Agreement.

B. Exhibits; Conflicts. Exhibits A and B attached to this Agreement (the "Exhibits") are incorporated herein and made a part of this Agreement by this Subsection. In case of any conflict among the provisions of this Agreement or of the Exhibits, the provision that best promotes the intent of the parties shall control.

C. Amendments. No amendment to or modification of this Agreement shall be effective unless and until it is in writing and is approved by the Northbrook Corporate Authorities and the Deerfield Corporate Authorities, by resolutions duly adopted, and executed and delivered by the authorized representatives of Northbrook and Deerfield.

D. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing, and shall be deemed delivered to and received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to Northbrook:

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

For notices and communications to Deerfield:

Village of Deerfield
850 Waukegan Road
Deerfield, Illinois 60015
Attention: Village Manager

By notice complying with the foregoing requirements of this paragraph, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of change of address shall be effective until actually received.

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E. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by, and construed, interpreted, and enforced in accordance with, the internal laws, and not the conflict of law rules of the State of Illinois.

F. Interpretation. This Agreement has been negotiated by all parties and shall not be interpreted or construed against the party drafting the Agreement.

G. Change in Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind shall include such laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

H. Headings. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

I. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

J. Nonseverability. It is the express 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 void, invalid, or unenforceable 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 of this Agreement be treated as an individual whole.

K. No Third Party Beneficiaries. Nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person or entity not a signatory to this Agreement.

L. Counterparts. This Agreement may be executed in any number of multiply identical counterparts and all of said counterparts shall, individually and taken together constitute the Agreement.

M. Effective Date. The "Effective Date" of this Agreement shall be the date, on which this Agreement is recorded in the office of the Recorder of Deeds of Cook and Lake County, as required by state statutes. If either party to this Agreement fails to execute this Agreement within 30 days after having been notified in writing that the other party has executed this Agreement, then, and in that event, this Agreement shall be deemed to have been rejected by the party failing to execute this Agreement within said 30-day period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

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VILLAGE OF NORTHBROOK

By:

Mark Damsch
Village President

ATTEST:

Thomas P. Lavin
Village Clerk

VILLAGE OF DEERFIELD

By:

Bernard Fouret
Village President

ATTEST:

Robert D. Jones
Village Clerk

ACKNOWLEDGEMENT

STATE OF ILLINOIS)

SS

COUNTY OF COOK)

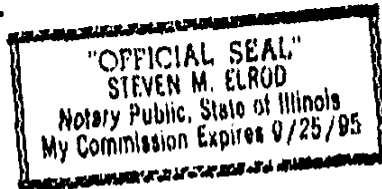
This instrument was acknowledged before me on July 21, 1995, by Mark Damsch the Village President of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Thomas P. Lavin, the Village Clerk of said municipal corporation.

Steven M. Elrod
Signature of Notary

SEAL:

My Commission expires:

9-25-95



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ACKNOWLEDGEMENT

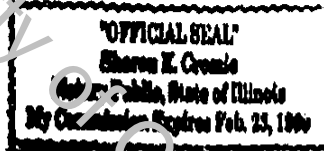
STATE OF ILLINOIS)
)
COUNTY OF ~~COOK~~ LAKE)
) SS

This instrument was acknowledged before me on July 24, 1995 by Bernard Forrost, the Village President of the VILLAGE OF DEERFIELD, an Illinois municipal corporation, and by Robert D. Franz, the Village Clerk of said municipal corporation.

Sharon K. Cronin
Signature of Notary

SEAL:

My Commission expires:

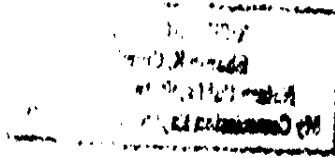


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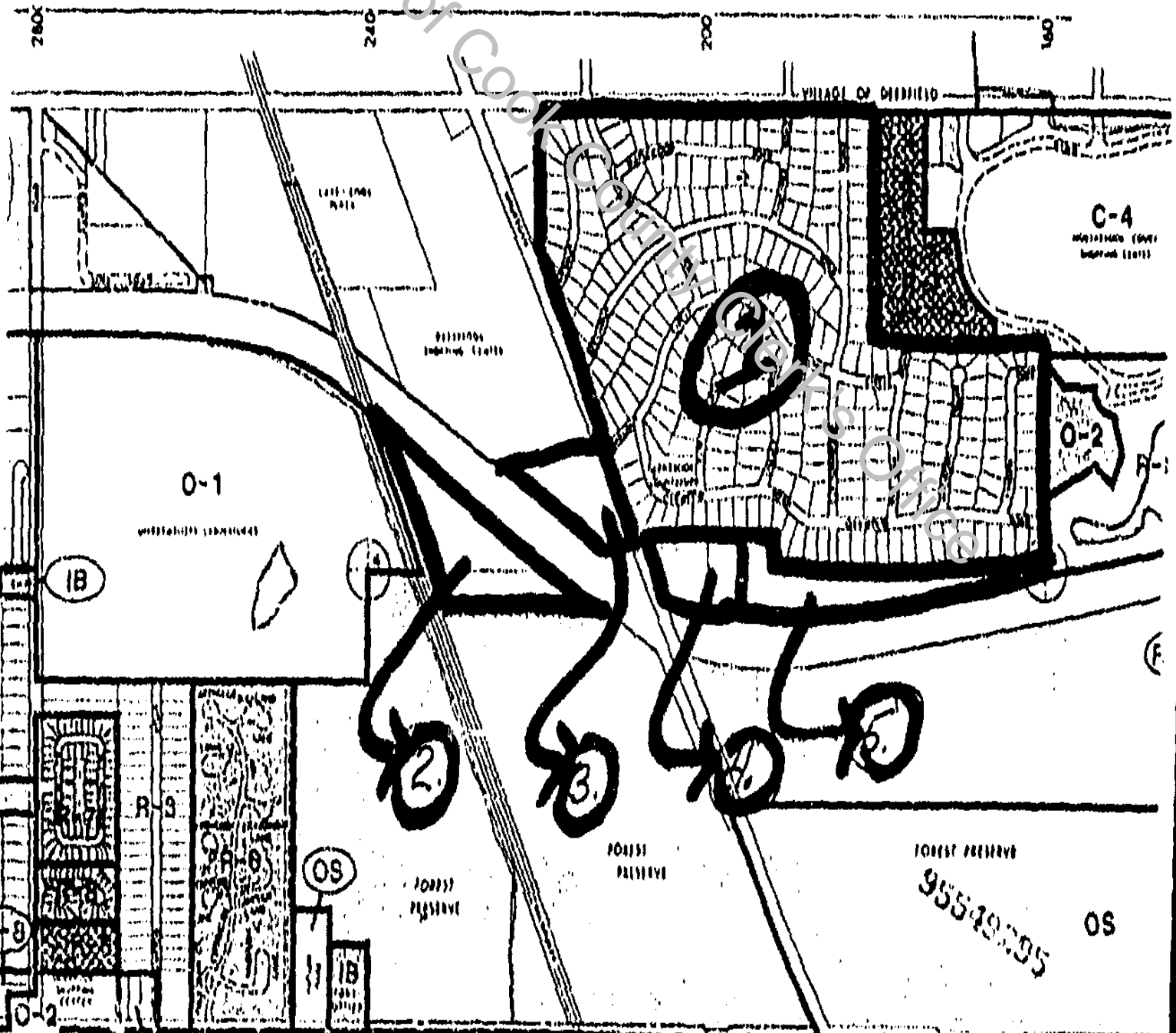
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1. GLENBROOK COUNTRYSIDE ESTATES
2. WAUKEGAN ROAD TRIANGLE
3. RED ROOF INN
4. BROOKSIDE SHOPPING CENTER / HANEKAMP FUNERAL HOME
5. PICARDY EAST TOWNHOUSE DEVELOPMENT



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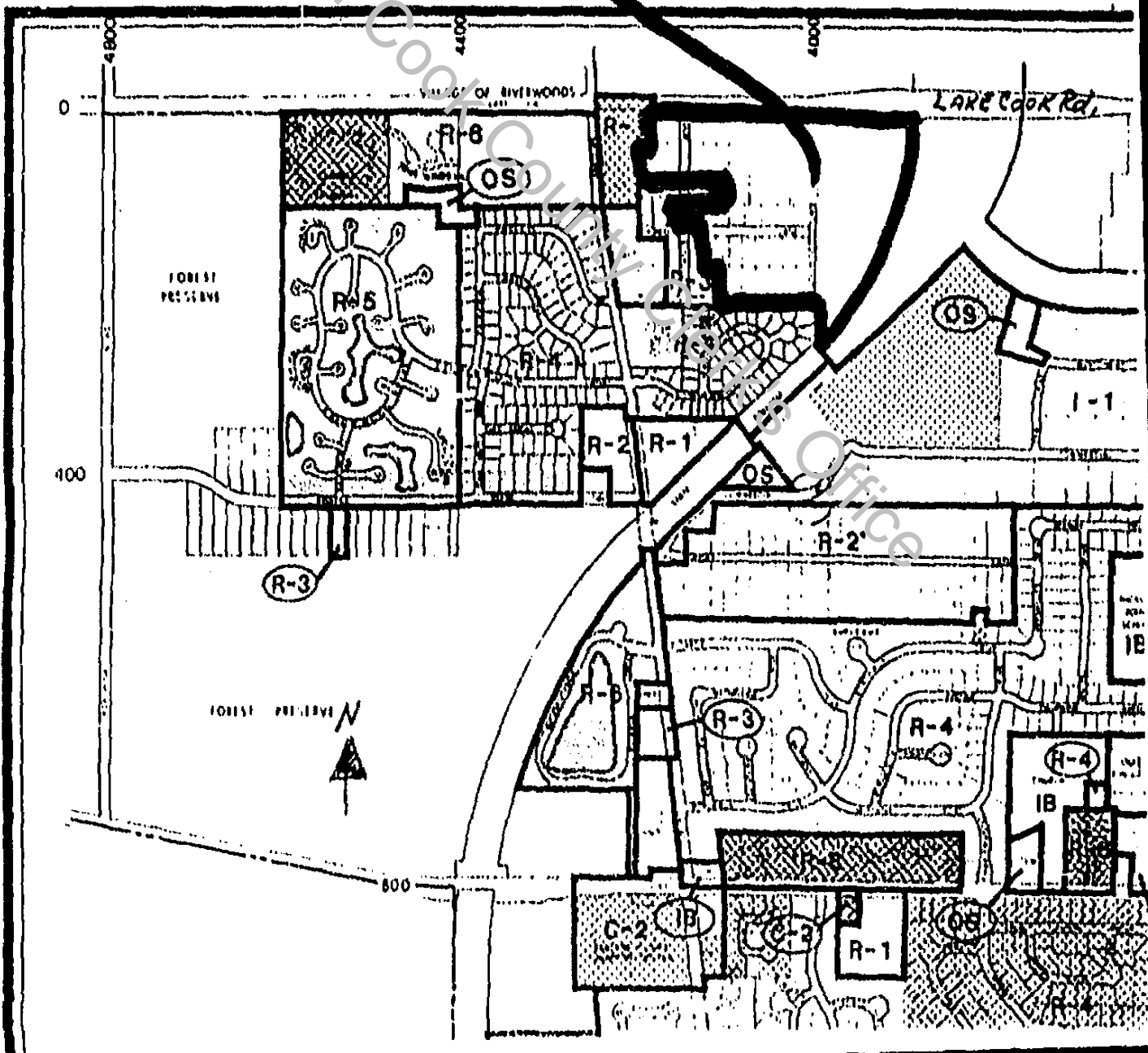
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EXHIBIT A

(Page 2 of 3)

La Salle and Surrounding Parcels

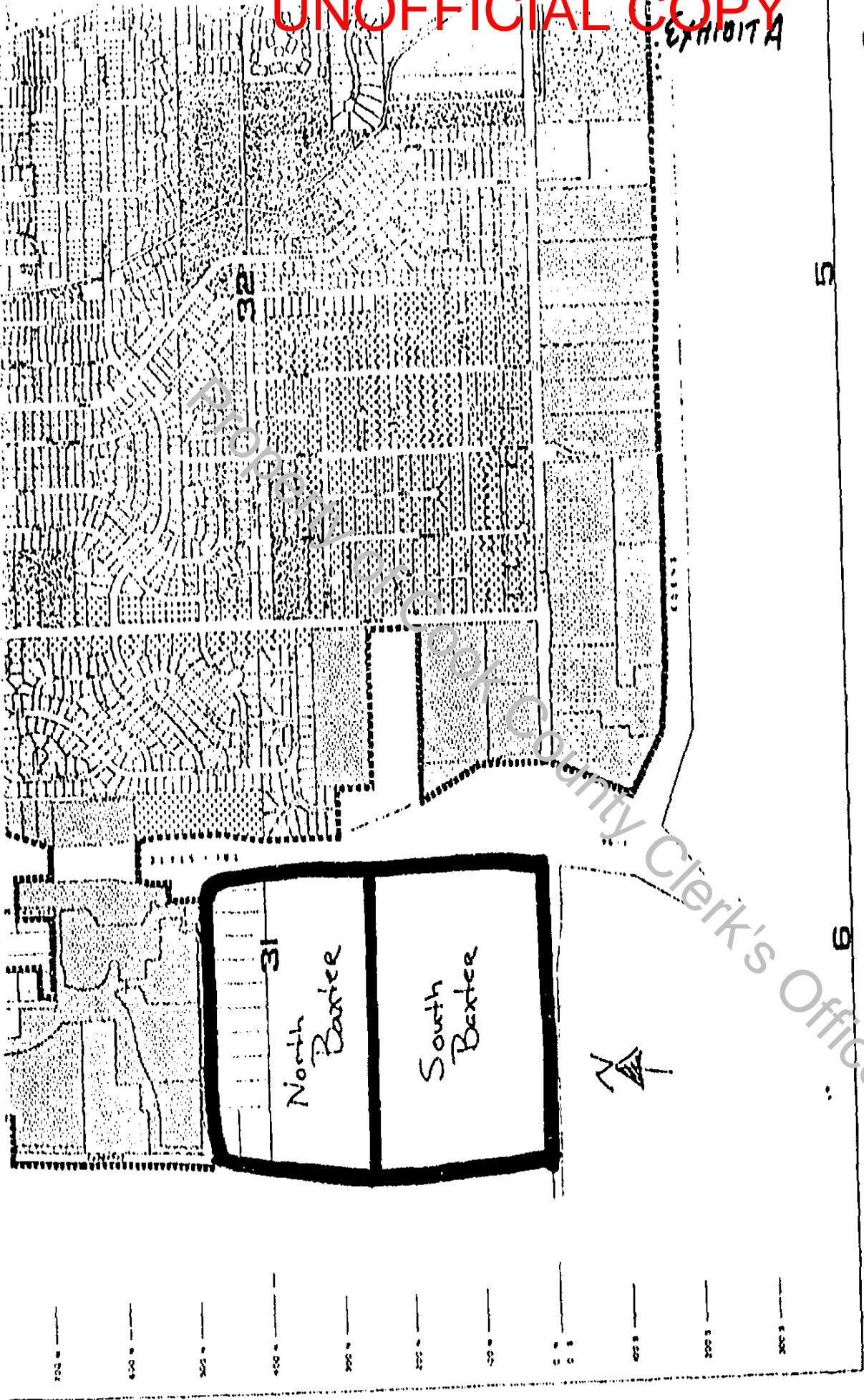
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EXHIBIT B

AGREEMENT

This Agreement made and entered into this 22nd day of January 1987 by and between RED ROOF INNS, INC., an Ohio corporation hereinafter referred to herein as "RED ROOF", and THE VILLAGE OF NORTHBROOK, an Illinois municipal corporation, hereinafter referred to herein as the "VILLAGE".

W I T N E S S E T H:

WHEREAS, RED ROOF is the legal title holder in and to a certain parcel of property comprising approximately seven (7) acres, located on the west side of Waukegan Road north of the Illinois Tollway Spur and legally described on Exhibit "A" attached hereto and specifically incorporated by reference herein ("the Property"); and

WHEREAS, RED ROOF, as contract purchaser of the Property, in conjunction with its predecessors in interest have petitioned the County of Cook pursuant to Zoning Board of Appeals Docket No. Z.A. A-85-16 to rezone the Property from its present zoning classification of C-2 Restricted Office District to C-4 General Commercial District in order to allow for the construction of a motel and offices and restaurant thereon; and

WHEREAS, the Property is within a mile and one-half of the existing corporate limits of the VILLAGE; and

WHEREAS, the VILLAGE, pursuant to its Resolution 86-R-1 has officially objected to and protested the rezoning of the Property pursuant to the authority set forth in Ill. Rev. Stat. Chap. 34 §3158 and §31.15 of the Cook County Zoning Ordinance (1976) as amended; and

LAW OFFICES
ASH AND
EDMAN & LUBAN
11 WASHINGTON ST
CHICAGO, ILLINOIS
312-1096

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EXHIBIT NO. B

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WHEREAS, RED ROOF has appeared before the Board of Trustees of the VILLAGE in order to induce the VILLAGE to withdraw its aforesaid objection and protest; and

WHEREAS, the VILLAGE has agreed to do so conditioned upon the execution and recordation of the within instrument.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto hereby agree as follows:

1. (A) That notwithstanding any contrary provisions of the applicable zoning ordinances of the County of Cook, RED ROOF hereby agrees that the Property shall be developed for a motel, offices and restaurant in accordance with the presentation made to the Cook County Zoning Board of Appeals pursuant to the aforesaid docket.

(B) That it is further understood and agreed that the development of the Property shall be restricted so that in addition to a free standing motel, only the following may be developed thereon: (i) a free standing office building and (ii) a full service sit-down restaurant open to the general public, excluding the sale of liquor therein.

2. That it is furthermore understood and agreed in connection with the foregoing, that the following uses shall not be permitted and are hereby expressly prohibited on the Property:

(A) Medical and dental offices and clinics, including licensed health practitioners, psychologists, social workers and similar health related office uses;

(B) Commercial or retail business uses of any kind including those referenced in Section 5.43(1) of the Cook County Zoning Ordinance (except for the aforementioned restaurant);

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(C) Service uses of any kind, including those referenced in Section 5.43(2) of the Cook County Zoning Ordinance;

(D) Recreational and social facilities of any kind, including those referenced in Section 5.43(5) of the Cook County Zoning Ordinance;

(E) Night clubs, taverns, bars, and cocktail lounges;

(F) Any establishments with live entertainment and dancing;

(G) Any establishments serving alcoholic beverages;

(H) Package liquor sales;

(I) Advertising signs or billboards of any kind, other than usual and ordinary signs utilized ancillary and in conjunction with the operation of the aforesaid motel, restaurant, and/or offices in conformance with VILLAGE sign regulations;

(J) Any use listed as a "special use" in Section 5.44 of the Cook County Zoning Ordinance;

(K) Any use listed as "Prohibited use" in Section 5.47 of the Cook County Zoning Ordinance.

3. That the free standing motel on the Property shall be developed and constructed in conformance with the site plan presented to the Cook County Zoning Board of Appeals pursuant to the official docket; a copy of which site plan is attached hereto and specifically incorporated by reference herein as Exhibit "B".

4. RED ROOF shall submit to the Board of Trustees of the VILLAGE, and said Board of Trustees shall have the right and the opportunity to review, all plans and documentation regarding the construction of any improvement or development on the Property prior to the issuance of a building or construction permit for the same. Said review

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shall be for the sole purpose of determining and insuring that the improvement or development to be constructed on the Property will be in complete compliance with the provisions of this Agreement.

5. That it is further understood and agreed that, notwithstanding any contrary provision of the Cook County Zoning Ordinance or any other zoning ordinance of any governmental authority that may now or at any time hereafter have jurisdiction over the Property, any building other than the free standing motel constructed on the Property, or any subdivided part thereof, shall conform to the following minimum standards (all references to lot size refer to each individual subdivided lot on the Property):

(A) A minimum lot area of 2,500 square feet for each building or structure;

(B) A minimum lot depth of 125 feet;

(C) A minimum front yard requirement of 25 feet (measured from front lot line) with the front yard being fully landscaped and with parking being prohibited therein;

(D) A minimum side yard of 5 feet;

(E) A minimum rear yard of 25 feet;

(F) A minimum building set-back of 25 feet in the front, 5 feet on the side, and 25 feet in the rear;

(G) The height of any building constructed on the Property, except for the free standing motel which shall be constructed in accordance with Exhibit "B", shall not exceed the higher of: three (3) stories or 35 feet as building height is determined by the VILLAGE Zoning Ordinance in effect on the date of this Agreement.

(H) The floor area ratio on the total site shall not exceed 1.2;

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6. That parking with respect to any office and/or restaurant facilities constructed on the Property shall conform to the following requirements:

(A) Offices: One (1) space per 250 square feet of floor area. Floor area shall be deemed to be the net floor area excluding: public washrooms; stairwells; elevator shafts at each floor; floor area and shafts used for mechanical, telephone, and electrical equipment; basement floors when used only for storage; and attic floor areas having a clear ceiling height of less of 7 feet;

(B) Restaurant: One (1) space per two (2) employees plus either one (1) space per 100 square feet of floor area devoted to restaurant use or spaces equal in number to 10% of the capacity in persons, whichever is greater.

(C) The size of said parking spaces shall not be less than 9 feet by 18 feet.

7. That any offices and restaurant constructed on the Property shall provide for the following loading facilities:

(A) Offices:

10,000 to 150,000 square feet: one space;

over 150,000 square feet: two spaces

(B) Restaurant:

10,000 to 40,000 square feet: one space;

over 40,000 square feet: two spaces.

(C) Size:

The size of any such loading facility shall not be less than 12 feet by 50 feet.

8. The provisions contained in Paragraphs 1, 2, 3, 5, 6 and 7 of this Agreement shall be incorporated into a

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special use permit or any other special zoning relief ordinance adopted by the County of Cook.

9. That it is further understood that any and all subdivision or resubdivision plats with respect to the Property or any portion thereof shall comply with all of the provisions and requirements of the Northbrook Subdivision Ordinance, except to the extent that same are expressly in conflict with any of the provisions of the within Agreement.

10. Upon the direction of the Board of Trustees as expressed in a duly adopted resolution, RED ROOF further agrees to petition for annexation of the Property to the VILLAGE.

11. RED ROOF hereby warrants and represents that all of the outdoor advertising billboards presently located on the Property will be removed at its sole cost and expense upon the expiration of all existing leases therefor, but in no event later than June 30, 1987. RED ROOF further warrants and represents that no additional outdoor advertising billboards or signs, other than any signage as shown in the attached plan, shall be installed or maintained on the Property. It is expressly warranted and represented by RED ROOF, in addition to the following provisions, that in no event shall RED ROOF maintain any exterior signage on the Property containing its logo "Sleep Cheap".

12. That this Agreement is subject to the approval of the Board of Trustees of the VILLAGE and shall become effective upon execution by the parties as indicated herein, and shall not be modified nor amended without the express written consent of both of the parties hereto.

13. This Agreement shall constitute a covenant running with the land and shall inure to the benefit of the VILLAGE and RED ROOF and their respective grantees, successors, assigns and mortgagees of the parties hereto, and shall be duly recorded by same.

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14. The privileges, obligations and provisions of each and every Paragraph of this Agreement are for and shall inure to the benefit of and are and shall be binding on RED ROOF and its successors, assigns, heirs and transferees to all, or any part, of the Property.

15. This Agreement shall remain in full force and effect and shall be binding on the Property regardless of whether the Property remains in unincorporated Cook County or is annexed to any incorporated municipality that is now or that shall, at some later date, become contiguous to the Property.

16. Any current or future owner of all or any part of the Property, by acceptance of a deed therefor or conveyance thereof, whether or not it shall so be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms, conditions, and obligations contained in this Agreement.

17. This Agreement may be enforced by RED ROOF and by the VILLAGE. Enforcement of this Agreement may be sought by any proceeding at law or equity against any person or persons violating or attempting to violate any provision of this agreement, either to restrain violation, to compel affirmative action or to recover damages. All expenses incurred by any parties so enforcing this Agreement, including court costs and attorneys fees, shall be borne by the party against whom the enforcement proceedings are maintained.

18. No change, modification or rescission of any provision of this Agreement shall be effective without the prior approval of the VILLAGE evidenced by formal resolution duly adopted by the President and Board of Trustees, which approval may be withheld with or without cause.

19. The covenants, restrictions, and conditions of this Agreement shall run with and bind the Property for a

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term of One Hundred years (100) from the date of this Agreement is recorded, after which time this Agreement shall be automatically extended for successive periods of ten (10) years unless an instrument amending this Agreement shall be recorded and provide for some other duration. If any of the privileges, covenants, or rights created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Ronald W. Reagan, President of the United States.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals upon the date first written.

RED ROOF INNS, INC., an Ohio corporation,

BY: [Signature]
 WITNESSED BY: R. L. Silvest U.P.

STATE OF Ohio)
 COUNTY OF Franklin) SS

I, a Notary Public, in and for the County and State aforesaid, do hereby certify that [Signature], President and R. L. Silvest U.P. Secretary of RED ROOF INNS, INC., an Ohio corporation, appeared before me this day in person and acknowledged that they signed and delivered the within instrument as their free and voluntary act and as the free and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

LAW OFFICES
 AGM AND
 EDMAN & EDMAN
 W WASHINGTON ST.
 CHICAGO, ILLINOIS

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