

UNOFFICIAL COPY

96538581

PLAT

Property of Cook County Clerk's Office

SEE PLAT BOOKS

96-15-96

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

JUL 16 1996

EXECUTION COPY

96538581

DEPT-01 RECORDING \$111.00  
T#7777 TRAN 5806 07/15/96 16:59:00  
#3008 # RH \*-96-538581  
COOK COUNTY RECORDER

PLAT WITH THIS DOCUMENT

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF NORTHBROOK,

AND

JFMC FACILITIES CORPORATION

(JEWISH COMMUNITY CENTER 300 REVERE DRIVE)

DATED MAY 16, 1996

96538581

This Document was Prepared By:

BURKE, WEAVER & PRELL  
55 West Monroe Street  
Suite 800  
Chicago, Illinois 60603

After Recording Return To:

Recorder's Box 337

171 BURKE  
WAC

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DO NOT  
REMOVE

# UNOFFICIAL COPY

EXECUTION COPY

## TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. RECITALS .....	1
SECTION 2. DEFINITIONS .....	2
SECTION 3. DEVELOPMENT OF THE SUBJECT PROPERTY .....	4
SECTION 4. IMPROVEMENTS. ....	6
SECTION 5. CASH DEPOSIT AND LETTER OF CREDIT .....	7
SECTION 6. RECAPTURES .....	8
SECTION 7. PAYMENT OF VILLAGE COSTS. ....	8
SECTION 8. LIABILITY AND INDEMNITY OF VILLAGE .....	8
SECTION 9. COMPLETION OF CONSTRUCTION .....	9
SECTION 10. ENFORCEMENT .....	10
SECTION 11. EXERCISE OF RIGHTS .....	11
SECTION 12. NATURE AND SURVIVAL OF OBLIGATIONS .....	11
SECTION 13. SUCCESSORS, TRANSFEREES AND RELEASE OF TRANSFEROR .....	11
SECTION 14. REPRESENTATIONS AND WARRANTIES .....	13
SECTION 15. SEVERABILITY .....	14
SECTION 16. TERM .....	14
SECTION 17. AMENDMENTS .....	14
SECTION 18. NOTICES .....	14
SECTION 19. EXHIBITS .....	15
SECTION 20. CHANGES IN LAW .....	16
SECTION 21. GOVERNING LAW .....	16
SECTION 22. HEADINGS .....	16
SECTION 23. TIME OF ESSENCE .....	16

955081  
1308081  
1408081

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

DEVELOPMENT AGREEMENT  
FOR  
JEWISH COMMUNITY CENTER  
(300 REVERE DRIVE)

THIS AGREEMENT is dated as of the 16th day of May, 1996, and is by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation ("Village"), and JFMC FACILITIES CORPORATION, an Illinois not-for-profit corporation ("Owner").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth herein, and pursuant to the Village's home rule powers, the parties hereto agree as follows:

## SECTION 1. RECITALS.

- A. The Village is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.
- B. The Owner is the record title owner of the Subject Property (as hereinafter defined), which is that certain tract of real estate located at 300 Revere Drive.
- C. The Owner desires and proposes to develop the Subject Property pursuant to and in accordance with this Agreement. Specifically, the Owner plans to construct a community center facility, including a membership sports and recreation club, child day care services, and landbanking of parking spaces, on the Subject Property.
- D. The Corporate Authorities (as hereinafter defined), after due and careful consideration, approved the special permits and site plan for the Subject Property in the Special Permit Ordinance (as hereinafter defined).
- E. A condition of the Special Permit Ordinance is that the Owner enter into a development agreement that will provide for the orderly development of the Subject Property that would serve the best interests of the Village.

1808898

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXECUTION COPY

## 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:

**"Building"**: The single, contiguous, and connecting community center facility building, or any part thereof, to be constructed by the Owner on the Subject Property as described in Subsection 3B of this Agreement.

**"Building Code"**: Chapter 6, entitled "Building and Construction Regulations," of the Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

**"Corporate Authorities"**: The President and Board of Trustees of the Village.

**"Declaration of Covenants, Conditions and Restrictions"**: That certain Declaration of Covenants, Conditions and Restrictions dated February 22, 1979, executed by Exchange National Bank of Chicago, as Trustee under Trust Agreement dated August 1, 1972 and known as Trust Number 26882, and recorded in the office of the Cook County, Illinois Recorder of Deeds (the "Recorder's Office") as Document Number 24856002, as amended by (i) that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Northbrook Court Office Plaza executed by the Association and recorded January 5, 1984 in the Recorder's Office as Document Number 26917736, and (ii) that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Northbrook Court Office Plaza executed by the Association and recorded March 26, 1990 in the Recorder's Office as Document Number 90133411, and (iii) the Third Amendment.

**"Final Engineering Plan"**: That certain final engineering plan prepared by A. Epstein and Sons International, consisting of six (6) sheets, labelled Sheets C-100, C-101, C-102, C-103, C-104 and C-105 with latest revision date of May 14, 1996, attached as Exhibit A.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

**"Improvements"**: The public and private on-site and off-site improvements including, without limitation, the improvements listed in Subsection 4A of this Agreement, to be made in connection with the development of the Subject Property, described or listed on the Final Engineering Plan.

**"Plan Commission"**: The Plan Commission of the Village, established by Section 2-451 of the Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

**"Plat of Consolidation"**: That certain Plat of Consolidation prepared by Sargeant Engineering Company, Ltd., consisting of one (1) sheet, describing the Subject Property and combining the Subject Property into a single lot of record.

**"Public Improvement Standards Manual"**: Village of Northbrook Standards and Specifications for Public and Private Improvements, dated October, 1990, as the same has been and may, from time to time hereafter, be amended.

**"Restrictive Covenant"**: That certain unrecorded Restrictive Covenant dated December 16, 1966, executed by American National Bank and Trust Company of Chicago, as Trustee under Trust Number 23801 as amended by (i) that certain Amendment to Restrictive Covenant dated May 8, 1973, executed by the Village and Exchange National Bank of Chicago, as Trustee under Trust Agreement dated August 1, 1972 and known as Trust Number 26882 and recorded in the Recorder's Office as Document Number 22400807, (ii) that certain Second Amendment to Restrictive Covenant dated March 7, 1984, executed by the Village and the property owners therein described and recorded June 6, 1984 in the Recorder's Office as Document Number 27117890, and (iii) the Third Amendment.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

**"Special Permit Ordinance":** Village of Northbrook Ordinance No. 94-50, approved on November 8, 1994, (i) as extended by Village of Northbrook Resolution No. 96-R-45, approved on March 12, 1996, and (ii) as modified by consent of the Corporate Authorities to a minor change thereto, by replacing the Building Elevations that are Exhibit D to the Special Permit Ordinance with the Exterior Elevations, Sheet Nos. A-300 and A-301, prepared by A. Epstein and Sons, International, Inc., with latest revision date of April 30, 1996, attached as Exhibit B to this Agreement.

**"Subdivision Code":** The Village of Northbrook Subdivision and Development Code (1991), as the same has been and may, from time to time hereafter, be amended.

**"Subject Property":** That certain parcel of real estate commonly known as 300 Revere Drive and legally described in Exhibit C.

**"Third Amendment":** That certain Third Amendment to Declaration of Covenants, Conditions and Restrictions and Restrictive Covenant, recorded on \_\_\_\_\_, 1996 in the Office of the Cook County Recorder of Deeds as Document No. \_\_\_\_\_.

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

## **SECTION 3. DEVELOPMENT OF THE SUBJECT PROPERTY**

The Subject Property shall be developed pursuant to and in accordance with this Agreement, including, without limitation, the following:

A. **Site Features.** The Subject Property shall be developed with (i) no buildings other than the Building, (ii) accessory parking facilities and other accessory facilities authorized by the Special Permit Ordinance, and (iii) exterior lighting, wall signs, and landscaped open space as required pursuant to the Special Permit Ordinance.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

B. **Building Size.** The Building shall consist of not more than approximately 75,500 square feet of gross floor area, with a footprint substantially as depicted on the plans and drawings approved pursuant to the Special Permit Ordinance.

C. **Maintenance Prior to Occupancy.** The Owner shall maintain the Subject Property in a first rate condition until the issuance of either a temporary or a permanent certificate of occupancy for the Subject Property.

D. **Compliance with All Plans, Codes, and Agreements.** Development of the Subject Property, except for minor alterations due to changes to the interior of the Building that do not change the Building exterior or footprint or the number of square feet of area designated for each category of use, final engineering, and site work approved by the Village Engineer or the Director of Development, as appropriate, shall be pursuant to and in strict accordance with the following:

- i. this Agreement;
- ii. the Special Permit Ordinance;
- iii. the Final Engineering Plan;
- iv. the Declaration of Covenants, Conditions and Restrictions;
- v. the Restrictive Covenant;
- vi. the Plat of Consolidation;
- vii. the provisions of the I-1 Restricted Industrial District of the Zoning Code;
- viii. all other applicable provisions of the Zoning Code;
- ix. the Subdivision Code;
- x. the Building Code;
- xi. the Public Improvement Standards Manual; and

18788881

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXECUTION COPY

- xii. all other applicable federal, state, and Village laws, statutes, ordinances, resolutions, rules, and regulations.

In the event of a conflict between or among any of the above plans, documents, or regulations, the plan, document, or regulation that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control. All of the above plans, documents, and regulations shall be interpreted so that duties and requirements imposed by any one of them are cumulative among all of them.

## SECTION 4. IMPROVEMENTS.

A. Description of Improvements. The Owner shall, at its sole cost and expense, construct and install the Improvements, including, without limitation, the following:

- i. all storm sewers and storm water detention and drainage facilities for both Phases I and II, as specified in the Special Permit Ordinance;
- ii. sanitary sewers and water mains;
- iii. the parking lot, including lighting, striping, and surfacing;
- iv. planting and seeding of all items in the Landscape Plan attached to the Special Permit Ordinance as Exhibit F;
- v. the traffic control signs and markings on the Subject Property at the intersection of the driveway of the Subject Property with Revere Drive;
- vi. fire lanes, fire hydrants, and necessary signage and markings; and
- vii. public sidewalks and curbs in the Revere Drive right-of-way along the Revere Drive frontage of the Subject Property.

B. Design, Construction, and Completion of Improvements. The Improvements shall be designed and constructed as provided in Section 5 of the Special Permit Ordinance, to the sole satisfaction of the Village Engineer pursuant to and in accordance with (i) the Final Engineering Plan and (ii) the Public Improvement Standards Manual. Except as otherwise

06508181

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

specifically provided in Section 5 of the Special Permit Ordinance, the Improvements shall be substantially completed, as determined by, and to the satisfaction of, the Village Engineer, prior to the Village's issuance of either a temporary or permanent certificate of occupancy for the Building on the Subject Property.

C. Dedication and Acceptance of Public Improvements. The execution of this Agreement shall not constitute an acceptance by the Village of any public Improvements or any public facilities that are depicted as "dedicated" on the Final Engineering Plan, if any. The acceptance of all public Improvements shall be made only in compliance with the requirements of the Subdivision Code, including, without limitation, Sections 3-506 and 3-507 thereof.

D. Maintenance of Improvements. The Owner shall, at its sole cost and expense, maintain the Improvements in a first rate condition at all times; provided, however, that the Owner's obligation to maintain the public Improvements after the acceptance thereof by the Village shall be in accordance with the Subdivision Code.

## SECTION 5. CASH DEPOSIT AND LETTER OF CREDIT.

As security to the Village for the performance by the Owner of its obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, the Owner shall, prior to the issuance of any permit for any work on the Subject Property, provide a performance guarantee complying with all requirements of the Subdivision Code; provided that any letter of credit shall be in form and substance substantially conforming with Exhibit D and satisfactory to the Village Attorney. The aggregate amount of the performance guarantee may be reduced by the Owner from time to time only in accordance with the requirements of the Subdivision Code. Any cash deposit shall earn interest at the passbook rate as adjusted from time to time, with such interest to be added to the cash deposit.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

## SECTION 6. RECAPTURES.

There are no water, sanitary sewer, or storm sewer recaptures applicable to the Subject Property.

## SECTION 7. PAYMENT OF VILLAGE COSTS.

In addition to any other costs, payments, permit fees, or other fees required by this Agreement or by applicable Village ordinances and codes, the Owner agrees that it will pay to the Village, immediately and without protest, upon presentation of a written demand or demands therefor, all fees, costs, and expenses incurred by the Village in connection with the development of the Subject Property, including, without limitation, the negotiation, preparation, consideration, and review of this Agreement, including those fees and expenses that the Village has paid and will pay to its legal counsel, Burke, Weaver & Prell. Further, the Owner agrees that it will continue to be liable for and pay, without protest, such costs incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by them during the term of this Agreement in connection with the use and development of the Subject Property.

## SECTION 8. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Owner acknowledges and agrees that the Village is not, and shall not be, in any way, liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Subject Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Subject Property or the Improvements, and that the Village's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure Owner, or any of its

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind and at any time.

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

C. Indemnity. The Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, the Plan Commission, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from any and all claims that may, at any time, be asserted against any of such parties in connection with (i) the Village's review and approval of any plans or the improvements, (ii) the Village's issuance of any approvals, permits, certificates, or acceptances for the development or use of the Subject Property, (iii) any actions taken by the Village pursuant to Subsection 8B of this Agreement, (iv) the development, construction, and maintenance of the Subject Property and the improvements, and (v) the performance by the Owner of its obligations under this Agreement and all related agreements.

D. Defense Expense. The Owner shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the Claims mentioned in Subsection 8C of this Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

## SECTION 9. COMPLETION OF CONSTRUCTION.

If the Owner fails to diligently pursue to completion all construction as required or permitted by Sections 3 and 4 of this Agreement within the time period prescribed in the building

96529181  
96529181  
96529181

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXECUTION COPY

permit or permits issued by the Village for such construction, and if the building permit or permits are not renewed within three months after the expiration thereof, the Owner shall, within 60 days after notice from the Village, remove any partially constructed or partially completed buildings, structures, and improvements from the Subject Property or other property. In the event that the Owner fails or refuses to remove said buildings, structures, and Improvements as required, the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and/or remove any of said buildings, structures, and Improvements, and the Village shall have the right to charge the Owner an amount sufficient to defray the entire cost of such work, including legal and administrative costs. If the amount so charged is not paid by the Owner within 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 the Subject 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.

## SECTION 10. ENFORCEMENT.

The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, a judgment for monetary damages against the Village or any Village elected or appointed officials, officers, employees, agents, representatives, or attorneys in connection with 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 the other party for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

from the unsuccessful party all of its costs and expenses, including reasonable attorneys' fees incurred in connection with such judicial proceeding.

## SECTION 11. EXERCISE OF RIGHTS.

The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in the Village's best interest. The Village's failure at any time to exercise any right granted herein shall not be construed as a waiver of that or any other rights.

## SECTION 12. NATURE AND SURVIVAL OF OBLIGATIONS.

The parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, shall constitute both the personal obligation of the party liable for its payment, and the heirs, successors, and assigns of such party, and shall also constitute a lien on the Subject Property, enforceable in the same manner as in mortgage foreclosure proceedings, 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 Subject 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 Subject Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Subject Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

## SECTION 13. SUCCESSORS, TRANSFEREES AND RELEASE OF TRANSFEROR.

A. Binding Effect. The Owner acknowledges and agrees that the obligations assumed by it under this Agreement shall be binding upon it and any and all of its heirs, successors, and assigns and the successor owners of record of all or any portion of the Subject Property except as otherwise expressly provided in Subsection 13B of this Agreement.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

**B. Transferee Assumption.** To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, the Owner agrees:

- i. that this Agreement shall be recorded with the Cook County Recorder of Deeds; and
- ii. to require, prior to the transfer of all or any portion of the Subject Property, the transferee of said portion of the Subject Property to execute an enforceable written agreement binding the transferee to the provisions of this Agreement and providing the Village with such reasonable assurance of the financial ability of such transferee to meet those obligations as the Village may require. The Village agrees that upon the transferee becoming bound to the personal obligation created herein in the manner provided herein and providing the financial assurances required by this Section, the personal liability of the Owner or other predecessor obligor shall be released to the extent of the transferee's assumption of liability. The Owner agrees to notify the Village in writing at least 30 days prior to any date upon which the Owner transfers a legal or beneficial interest in any portion of the Subject Property to a transferee. The Owner shall, at the same time, provide the Village with a fully executed copy of the hereinabove required agreement by the transferee to be bound by the provisions of this Agreement and the transferee's proposed assurances of financial capability.

**C. Transfer Defined.** For the purposes of this Section, the term "transfer" shall be deemed to include any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Subject Property or any beneficial interest therein, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise. This Agreement shall automatically be binding on all mortgagees of the Subject Property or other secured parties upon such mortgagee or other secured party assuming title to the Subject Property by a foreclosure or a deed in lieu of foreclosure without the necessity of executing such assumption agreement. Until such time, however, a mortgagee or other secured party shall have no personal liability hereunder.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

## SECTION 14. REPRESENTATIONS AND WARRANTIES.

In order to induce the Village to enter into this Agreement and to adopt the resolutions and grant the rights herein provided for, the Owner warrants and represents to the Village that:

- A. The Owner has good record and marketable title in fee simple to the Subject Property;
- B. The Owner is an Illinois not-for-profit corporation in good standing;
- C. The Owner has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement;
- D. All necessary consents of any Board of Directors, shareholder, creditors, investors, partners, judicial or administrative bodies, governmental authorities, or other parties regarding the execution and delivery of this Agreement have been obtained;
- E. No consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village) is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement;
- F. The individuals executing this Agreement on behalf of the Owner have the power and authority to execute and deliver this Agreement on behalf of the Owner;
- G. The execution, delivery, and performance of this Agreement (i) is not prohibited by any requirement of law or under any contractual obligation of the Owner, (ii) will not result in a breach or default under any agreement to which the Owner is a party or to which it or the Subject Property are bound, and (iii) will not violate any restriction, court order, or agreement binding upon the Owner; and
- H. No mortgagee or any other secured party that has an interest in the Subject Property as of the date of this Agreement has an objection to either (i) the execution and performance of this Agreement by the Owner or (ii) the binding nature of this Agreement with respect to the Subject Property. The Owner shall deliver to the Village Clerk, prior to the recording of this Agreement, a document acceptable to the Village Attorney and executed by any and all existing mortgagees or secured parties, acknowledging this warranty and confirming the validity thereof.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXECUTION COPY

## SECTION 15. SEVERABILITY.

It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, then the remaining Agreement shall remain valid and in full force and effect.

## SECTION 16. TERM.

The provisions of this Agreement shall run with and bind the Subject Property, and shall inure to the benefit of, and be enforceable by, the Owner, the Village, and any of their respective legal representatives, heirs, grantees, successors, and assigns, from the date this Agreement is recorded and until the improvements are approved by the Village, and the public improvements are accepted by the Village as required by this Agreement and the Subdivision Code. Following such approval and acceptance, the Village agrees, upon written request of the Owner, to execute appropriate and recordable evidence of termination of this Agreement. If any of the privileges 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 rule imposing time limits, then such provisions shall continue only until 21 years after the death of the survivor of the now living lawful descendants of the current Governor of the State of Illinois, as of the date of this Agreement.

## SECTION 17. AMENDMENTS.

All amendments to this Agreement shall be in writing and approved by the parties.

## SECTION 18. NOTICES.

All notices and other communications in connection with this Agreement shall be in writing, shall be deemed delivered to the addressee thereof when delivered in person at the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

address set forth below, or three business days after deposit thereof in any main or branch United States post office, and shall be sent certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the Owner:

JFMC Facilities Corporation  
One South Franklin Street  
Chicago, IL 60606  
Attention: Executive Director

with a copy to:

James G. Haft  
Holleb & Coff  
55 East Monroe Street  
Chicago, Illinois 60603-5896

For notices and communications to the Village:

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

with a copy to:

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

By notice complying with the foregoing requirements of this Section, 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 a change of address shall be effective until actually received.

## SECTION 19. EXHIBITS.

Exhibits A through D attached to this Agreement are incorporated herein and made a part hereof by this reference.

98558881

UNOFFICIAL COPY

Property of Cook County Clerk's Office

**SECTION 20. CHANGES IN LAW.**

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

**SECTION 21. GOVERNING LAW.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**SECTION 22. 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 scope or intent of this Agreement or the intent of any provision hereof.

**SECTION 23. TIME OF ESSENCE.**

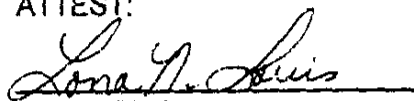
Time is of the essence in the performance of all terms and provisions of this Agreement.

**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:   
Village Manager

ATTEST:

  
Village Clerk

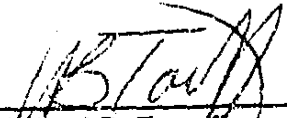
96538581

UNOFFICIAL COPY

Property of Cook County Clerk's Office

**UNOFFICIAL COPY** EXECUTION COPY

JFMC FACILITIES CORPORATION

By:   
Michael B. Tamoff,  
Senior Vice President

ATTEST:

  
Secretary

Property of Cook County Clerk's Office

18288596

UNOFFICIAL COPY

Property of Cook County Clerk's Office



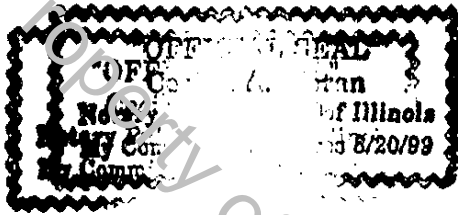
# UNOFFICIAL COPY

EXECUTION COPY

## ACKNOWLEDGEMENTS

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

This instrument was acknowledged before me on July 1, 1996, by John M. Norinson, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation, and by Lona K. Louis, the Village Clerk of said municipal corporation.



Cecilia A. Moran  
Signature of Notary

SEAL

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

This instrument was acknowledged before me on June 28, 1996, by Michael B. Tamoff, as Senior Vice President of **JFMC FACILITIES CORPORATION**, and RICHARD GORDON KATZ, as ASS'T. Secretary of said Corporation.



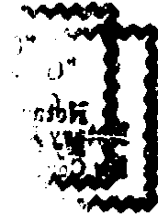
Sara A. Erenberg  
Signature of Notary

SEAL

96558831

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXECUTION COPY

## LIST OF EXHIBITS

- |           |   |
|-----------|---|
| EXHIBIT A | Final Engineering Plan                    |
| EXHIBIT B | Exterior Elevations                       |
| EXHIBIT C | Legal Description of the Subject Property |
| EXHIBIT D | Form of Irrevocable Letter of Credit      |

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

## EXHIBIT D

### FORM OF IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ AMOUNT: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

\_\_\_\_\_  
[Name of Bank]

\_\_\_\_\_  
[Address]

TO: Village Manager  
Village of Northbrook  
1225 Cedar Lane  
Northbrook, IL 60062

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the \_\_\_\_\_ UP TO AN  
AGGREGATE AMOUNT OF \_\_\_\_\_ United States Dollars  
(\$ \_\_\_\_\_) for account of \_\_\_\_\_ (the "Customer").

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

Drawn under \_\_\_\_\_

Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_

and shall be in a form substantially similar to the form attached hereto as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager or a person representing himself as the successor to the Village Manager's responsibilities:

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

(b) A written statement on a form substantially similar to the form attached hereto as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to Section 4 of the Development Agreement dated \_\_\_\_\_ by and between the Village

96508591

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

of Northbrook and JFMC Facilities Corporation (the "Development Agreement") have not been constructed in accordance with the Agreement; or

(c) A written statement on a form substantially similar to the form attached hereto as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village pursuant to the Agreement have not been paid in accordance with the Agreement.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LETTER OF CREDIT, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 1983 REVISION, INTERNATIONAL CHAMBER OF COMMERCE BROCHURE NO. 400" (THE "UNIFORM RULES"). IN THE EVENT OF A CONFLICT BETWEEN THIS LETTER OF CREDIT AND THE UNIFORM RULES, THIS LETTER OF CREDIT SHALL CONTROL.

WE HEREBY AGREE with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit, that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to the drawees if negotiated on or before the above-stated Expiration Date or presented at our office together with a copy of this Letter of Credit on or before that date.

2. The amount of any draft drawn under this Letter of Credit must be endorsed on the reverse hereof.

3. If, within three days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village of Northbrook in enforcing the terms hereof.

4. This Letter of Credit shall expire on \_\_\_\_\_, 19\_\_\_\_, as stated hereinabove; provided, however, that we shall notify the Northbrook Village Manager by certified mail, return receipt requested, at least 35 days prior to said expiration date, that this Letter of Credit is about to expire.

5. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

6. No consent, acknowledgement, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

96558001

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXECUTION COPY

7. The aggregate amount of this Letter of Credit may be reduced by the Customer only upon receipt by us of a document executed by the Northbrook Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Northbrook Subdivision and Development Code because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to Section 4 of the Development Agreement dated \_\_\_\_\_ by and between the Village of Northbrook and JFMC Facilities Corporation.

8. This Letter of Credit is irrevocable.

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Officer's Title]

\_\_\_\_\_  
[Officer's Title]

Property of Cook County Clerk's Office

1878596

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

EXHIBIT "A" TO FORM OF IRREVOCABLE LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

Property of Cook County Clerk's Office

98538181

AGREEMENT EXHIBIT D

Page 4 of 7

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

## EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

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

Very truly yours,

\_\_\_\_\_  
Northbrook Village Manager

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXECUTION COPY

EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to Section \_\_\_\_\_ of the Development Agreement dated \_\_\_\_\_ by and between the Village of Northbrook and JFMC Facilities Corporation have not been constructed in accordance with said Agreement.

Very truly yours,

\_\_\_\_\_  
Northbrook Village Manager

AGREEMENT EXHIBIT D

Page 6 of 7

96538581

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

EXECUTION COPY

## EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:

Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant the Development Agreement dated \_\_\_\_\_ by and between the Village of Northbrook and JFMC Facilities Corporation have not been paid in accordance with said Agreement.

Very truly yours,

\_\_\_\_\_  
Northbrook Village Manager

96538581

UNOFFICIAL COPY

Property of Cook County Clerk's Office