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. 54920 : CG \*-96-316347  
. COOK COUNTY RECORDER

AGREEMENT

Prepared by and Mail to:  
Burke Weaver & Prell  
ATTN: BARABRA ADAMS  
55 West Monroe Street  
Chicago, IL 60603

BOX 337

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## AGREEMENT

This Agreement is dated as of the 18th of APRIL, 1996, by and between the Village of Northbrook, an Illinois home-rule municipal corporation ("Village") and Northbrook Real Estate, L.L.C., a for-profit Illinois limited liability corporation ("Northbrook Real Estate"). In consideration of the recitals and 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. Northbrook Real Estate owns record title to property, which consists of a tract of property consisting of approximately seven acres, commonly known as 4065-4105 Lake-Cook Road, generally located on the south side of Lake-Cook Road, east of Sanders Road, and legally described in Exhibit A attached hereto ("Subject Property").
- C. Under the provisions of Village Ordinance No. 96-8, granting special permits for a nursing and personal care facility and landbanking of parking, and site plan approval for 4065-4105 Lake-Cook Road, adopted by the Village on February 13, 1996, Northbrook Real Estate has agreed to provide an area of the Subject Property to be used for certain easements and other rights to benefit

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the approximately 16.5 acre parcel of real estate located immediately east of and adjacent to the Subject Property and legally described on Exhibit B attached hereto ("LaSalle Parcel") and to negotiate the terms of such easements and rights with the owner or owners of the LaSalle Parcel ("Adjacent Owner"), at such time as directed to do so by the Village Manager in conjunction with the possible annexation of the LaSalle Parcel by the Village.

Section 2. Easement to Be Provided. Northbrook Real Estate shall provide that part of the Subject Property legally described in Exhibit C attached hereto for certain easements and other rights necessary to construct and install a shared access running between the Subject Property and the LaSalle Parcel to provide ingress and egress to and from Lake-Cook Road and the Subject Property and the LaSalle Parcel, provided that the Adjacent Owner provides corresponding easements and rights to Northbrook Real Estate on an equivalent area of the LaSalle Parcel (the "Joint Access"). One-half of the total area of the Joint Access shall be located upon each of the Subject Property and the LaSalle Parcel.

Section 3. Direction to Negotiate. Northbrook Real Estate shall negotiate with the Adjacent Owner of the LaSalle Parcel to determine the exact location of the easement and the nature of the other rights at such time as directed to do so by the Village Manager in conjunction with the possible annexation of the LaSalle Parcel by the Village. The Village Manager shall direct Northbrook Real Estate to negotiate with the Adjacent Owner not less than

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sixty days before the approval of an annexation agreement or annexation ordinance governing the LaSalle Parcel by the corporate authorities of the Village.

Section 4. Negotiation; Dedication. If requested by the Village Manager, pursuant to Section 3 of this Agreement, Northbrook Real Estate and the Adjacent Owner shall reach a Joint Access Agreement ("Joint Access Agreement"), in form and substance acceptable to the Village Manager and the Village Attorney of the Village of Northbrook, (a) for the allocation of the responsibility for the construction, installation, maintenance, and repair of the Joint Access, and for the construction, installation, and future maintenance of any and all future traffic signals and controls at Lake-Cook Road and the Joint Access as may be necessitated based upon acceptable Lake-Cook Road peak hour trip generation rates for the development on the Subject Property and on the LaSalle Parcel; and (b) for Northbrook Real Estate and the Adjacent Owner to dedicate sufficient land along the common boundary of the Subject Property and the LaSalle Parcel for a public street right-of-way (the "Right-of-Way") of not less than sixty-six feet in width to provide ingress and egress to Lake-Cook Road to and from the Subject Property and the LaSalle Parcel. The portion of the Right-of-Way to be dedicated by Northbrook Real Estate shall be within the land described in Exhibit C. The Joint Access Agreement shall provide that Northbrook Real Estate shall receive a credit toward the expense of construction and installation of improvements for the Joint Access and Right-of-Way, if any, for any expenses incurred in connection with the initial installation and

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construction of the improvements located upon its portion of the Joint Access. The division of such expenses between the Adjacent Owner and Northbrook Real Estate shall reflect such initial expense by Northbrook Real Estate. In addition, it is contemplated herein that the cost of any future traffic signals and controls at Lake-Cook Road will be borne proportionately by all benefitted parties based upon peak hour trip generation rates and any agreement between Northbrook Real Estate and the Adjacent Owner pursuant to this Agreement shall not be deemed by third parties to be an automatic assumption by Northbrook Real Estate and the Adjacent Owner of more than their proportionate share of the cost of any such future traffic signals and controls, based on peak hour trip generation rates for each parcel.

The Village shall not be responsible for any portion of the cost of future traffic signals and controls, and shall not be responsible for obtaining a contribution toward such cost from any owner of land not in the Village. However, the Village will not oppose any efforts by Northbrook Real Estate or the Adjacent Owner to obtain contribution toward such cost from any owner of land not in the Village; provided, however, that the Village shall not be required to take any action, or to refrain from any action, that would violate that certain Lake-Cook Road Corridor Agreement by and between the Village and the Village of Deerfield dated July 25, 1995 and recorded in the Cook County Recorder of Deeds office on July 31, 1995 as Document No. 95501321 and on August 18, 1995 as Document No. 95549295 and in the Lake County Recorder of Deeds office on August 8, 1995 as Document No. 3707071.

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Section 5. Plat of Dedication. Northbrook Real Estate shall prepare and execute a Plat of Dedication and other necessary documents, in a form acceptable to the Village Manager and Village Attorney, to complete the dedication, of that part of the Right-of-Way which is within the land described in Exhibit C free and clear of all encumbrances, within thirty days after written notice from the Village that the Village Board of Trustees has determined, in its sole discretion, by resolution duly adopted, that dedication of the Right-of-Way is a necessary expansion of the Village's road system and is in the best interests of the Village and the public. Upon dedication of the Right-of-Way, any easement agreements regarding construction, installation, maintenance and repair of the Joint Access and any traffic signals and controls at Lake-Cook Road will be terminated.

Section 6. Arbitration.

A. Referral. In the event of the inability of Northbrook Real Estate and the Adjacent Owner to agree upon the location of the easements and nature of other rights for the Joint Access and Right-of-Way as hereinabove provided, or for the allocation of responsibility, or for the dedication, or any other matters, relating to the Joint Access and Right-of-Way, then and in such event Northbrook Real Estate and the Adjacent Owner shall submit their respective proposals for such of the matters upon which there is not agreement to a panel of arbiters. The parties shall be deemed to have not agreed if there is no agreement within twenty-one days after the Village Manager has directed Northbrook Real Estate and the Adjacent Owner to negotiate as hereinabove provided.

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B. Panel. The panel shall consist of three arbiters, one to be selected by Northbrook Real Estate, one to be selected by the Adjacent Owner, and the third to be selected by the two selected arbiters. The arbiters must be civil engineers or other professionals qualified to deal with such roadway design and traffic matters. The parties shall select their respective arbiter within five days after the expiration of such twenty-one day period and the two selected arbiters shall select the third arbiter within ten days after the expiration of such five-day period. Neither party shall have the right to disqualify the arbiter selected by the other. In the event that two arbiters are unable to select a third arbiter, the American Arbitration Association shall submit a list of three (3) qualified arbiters to the two selected arbiters. Each of the two arbiters may delete the name of one arbiter from that list. The remaining arbiter shall be deemed to be the third arbiter.

C. Submissions to Panel. Within ten days after selection of the third arbiter, the panel of three arbiters shall hear arguments from Northbrook Real Estate and the Adjacent Owner and receive all necessary submissions. Notwithstanding any arbitration rules that may be used by the arbiters, the Village may, in its sole discretion, elect to submit materials to the arbiters regarding any matters relating to the Joint Access and the Right-of-Way, including without limitation any plans that may have been approved for the Subject Property or the LaSalle parcel and any applicable codes, ordinances, resolutions, rules, regulations or other requirements of any kind. The arbiters may not render any decision

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that conflicts in any way with any such submissions of the Village, the requirements of any applicable codes, ordinances, resolutions, rules, regulations or other requirements of any kind, or any plan or design for the Joint Access and the Right-of-Way that has been approved by the corporate authorities of the Village.

D. Decision. The three arbiters shall render their decision within five days after completion of all hearings, and Northbrook Real Estate and the Adjacent Owner shall execute requisite agreements upon approval thereof by the Village.

E. Costs. Each of Northbrook Real Estate and the Adjacent Owner shall bear its own costs of presentation of its case to the arbiters and one-half of the cost of the arbitration.

Section 7. 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 Village, Northbrook Real Estate and any of their respective legal representatives, heirs, grantees, successors, and assigns. 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

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descendants of the Governor of the State of Illinois as of the date stated on page one of this Agreement.

Section 8. Amendments. All amendments to this Agreement shall be in writing and shall be approved by Northbrook Real Estate and the Village by resolution duly adopted by their respective corporate authorities.

Section 9. 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 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 Northbrook Real Estate:

Northbrook Real Estate  
11701 Borman Drive, Suite 315  
St. Louis, Missouri 63146  
Attention: Larry Vander Maten

with a copy to:

Susan Gamble  
Summers, Compton, Wells & Hamburg  
8909 Ladue Road  
St. Louis, Missouri 63124

and with a copy to:

Allen P. Lev  
Holleb & Coff  
Suite 4100  
55 East Monroe Street  
Chicago, Illinois 60603

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For notices and communications to the Village:

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

with a copy to

Steven M. Elrod  
Burke, Weaver & Prell  
Suite 800  
55 West Monroe Street  
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 10. 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 11. 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 12. Time of Essence. Time is of the essence in the performance of all of the terms and provisions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the date first above written.

VILLAGE OF NORTHBROOK

NORTHBROOK REAL ESTATE, L.L.C.

By \_\_\_\_\_  
Village President

By *[Signature]*  
Manager

Attest: \_\_\_\_\_  
Village Clerk

WITNESS:  
*Candice Van Derburg*  
*Carolyn Van Sant*

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the date first above written.

VILLAGE OF NORTHBROOK

NORTHBROOK REAL ESTATE, L.L.C.

By

*Robert J. Jacobs*  
Village Resident Pro Tem

By

\_\_\_\_\_  
Manager

Attest:

*Lona J. Lavis*  
Village Clerk

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

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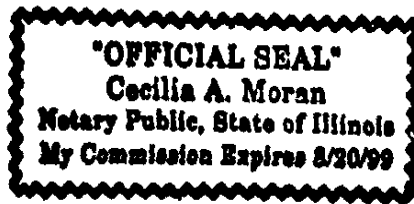
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on April 8 1996, by Robert J. Jagan, the Village President of the Village of Northbrook, an Illinois municipal corporation, and by Lona N. Lewis, the Village Clerk of said municipal corporation.

(SEAL)

Cecilia A. Moran  
Notary Public

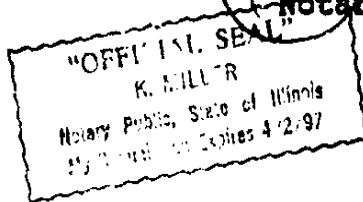


STATE OF ~~MISSOURI~~ <sup>ILLINOIS</sup> )  
 ) SS.  
COUNTY OF Cook )

This instrument was acknowledged before me on 4-8 1996, by Larry Vander Molen, the Manager of Northbrook Real Estate, L.C.C.

(SEAL)

[Signature]  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION OF SUBJECT PROPERTY

STREET ADDRESS: 4065 LAKE COOK ROAD  
CITY: NORTHBROOK COUNTY: COOK  
TAX NUMBER: 04-06-101-007-0000 and 04-06-101-006

#### LEGAL DESCRIPTION:

##### PARCEL 1:

THE EAST 313 FEET OF THE WEST 473 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 3 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974 AS DOCUMENT 22587485), IN COOK COUNTY, ILLINOIS.

##### PARCEL 2:

THE WEST 160.00 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 3 IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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## EXHIBIT B

### LEGAL DESCRIPTION OF LASALLE PARCEL

**PARCEL 1:** That part of Lot 1 and the West ½ of Lot 2 in the North East ¼ of Section 6, Township 42 North, Range 12 East of the Third Principal Meridian as said Lots 1 and 2 are represented on map of Government Survey, described as follows:

Commencing on the East line of the West 24 feet of said Lot 1, 276.47 feet South of the North line of said Lot 1, thence North East a distance of 908.43 feet along a line forming an angle of 36 degrees 35 minutes 15 seconds from North to East with said East line of the West 24 feet of Lot 1; thence North East a distance of 765.63 feet, along a line forming an angle to the left of 24 degrees 43 minutes 58 seconds with the preceding line extended; thence North 130.26 feet more or less along a line forming an angle to the left of 12 degrees 03 minutes 17 seconds with the preceding line extended to a point in the North line of the West ½ of said Lot 2 (said North line of the West ½ of Lot 2 also being the North line of said Section 6), 722.41 feet East of the North West corner of the West ½ of said Lot 2; thence West along the North line of said Lot 2, 722.41 feet to the Northwest corner of said Lot 2; thence South along the West line of said Lot 2, 1322.40 feet more or less to the North West corner of said Lot 1; thence East along the North line of said Lot 1, 24 feet; thence South along the East line of the West 24 feet of Lot 1 aforesaid, 276.47 feet to the point of beginning, (excepting from said Parcel that part of the West ½ of said Lot 2, described as commencing on the East line of the West 24 feet of Lot 1, in said North East ¼ of Section 6, 276.47 feet South of the North line of said Lot 1; thence North East, a distance of 908.43 feet along a line forming an angle of 36 degrees 35 minutes 15 seconds from North to East with said East line of the West 24 feet of Lot 1; thence North East a distance of 765.63 feet along a line forming an angle to the left of 24 degrees 43 minutes 58 seconds with the preceding line extended, thence North 50.26 feet more or less along a line forming an angle to the left of 12 degrees 03 minutes 17 seconds with the preceding line extended to a point 80 feet South of the North line of the West ½ of said Lot 2 (said North line of the West ½ of Lot 2, also being the North line of said Section 6 said last described point being the point of beginning of this description, thence continuing North along the last described course 80 feet to a point in the North line of said Lot 2, 722.41 feet East of the North West corner of the West ½ of said Lot 2; thence West along the North line of said Lot 2, 722.41 feet to the North West corner of said Lot 2, thence South along the West line of said Lot 2, 46.33 feet; thence Easterly 324.76 feet to a point on a line 80 feet South of and parallel with the North line of said Lot 2; thence East along said parallel line 399.14 feet more or less to the point of beginning) all in Cook County, Illinois, except that part as legally described as follows: Commencing at the North West corner of said North East ¼; thence South on the West line thereof, 46.33 feet; thence Southeasterly 324.76 feet to a point on a line 80 feet South of and parallel with the North line of said North East ¼ for a point of beginning; thence continuing Southeasterly on the last described course to its intersection with a line 100 feet South of and parallel with the North line of the North East ¼ aforesaid; thence East on said parallel line to the Easterly line of property described in Document Number

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19,115,501 Recorded May 1, 1964; thence North along said Easterly line to the  
aforescribed 80 foot parallel line; thence West on said parallel line to the point of  
beginning; and also excepting that part of the North 50 feet of the North East ¼ of  
Section 6, Township 42 North, Range 12 East of the Third Principal Meridian lying  
Westerly of a line described as follows:

Beginning at a point on the West line of said North East ¼, 46.33 feet South of (as  
measured on said West line) the North West corner thereof; thence Southeasterly 324.76  
feet to its intersection with a line 80 feet South of and parallel with the North line of the  
North East ¼ aforesaid) in Cook County, Illinois.

PARCEL 2: The North East ¼ of the East ½ of Lot 2 (except the West 473 feet thereof and also  
except the North 50 feet thereof) in the North West ¼ of Section 6, Township 42 North, Range  
12 East of the Third Principal Meridian, in Cook County, Illinois.

Excepting from said Parcels 1 and 2 that land taken by condemnation in Cook County Circuit  
Court Case 89 L 50383.

P.R.E.I. Nos: 04-06-101-008  
04-06-101-202  
04-06-202-003

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## EXHIBIT "C"

### LEGAL DESCRIPTION OF THE AREA OF THE SUBJECT PROPERTY TO BE PROVIDED TO BE USED FOR CERTAIN EASEMENTS, RIGHTS OF WAY AND OTHER RIGHTS

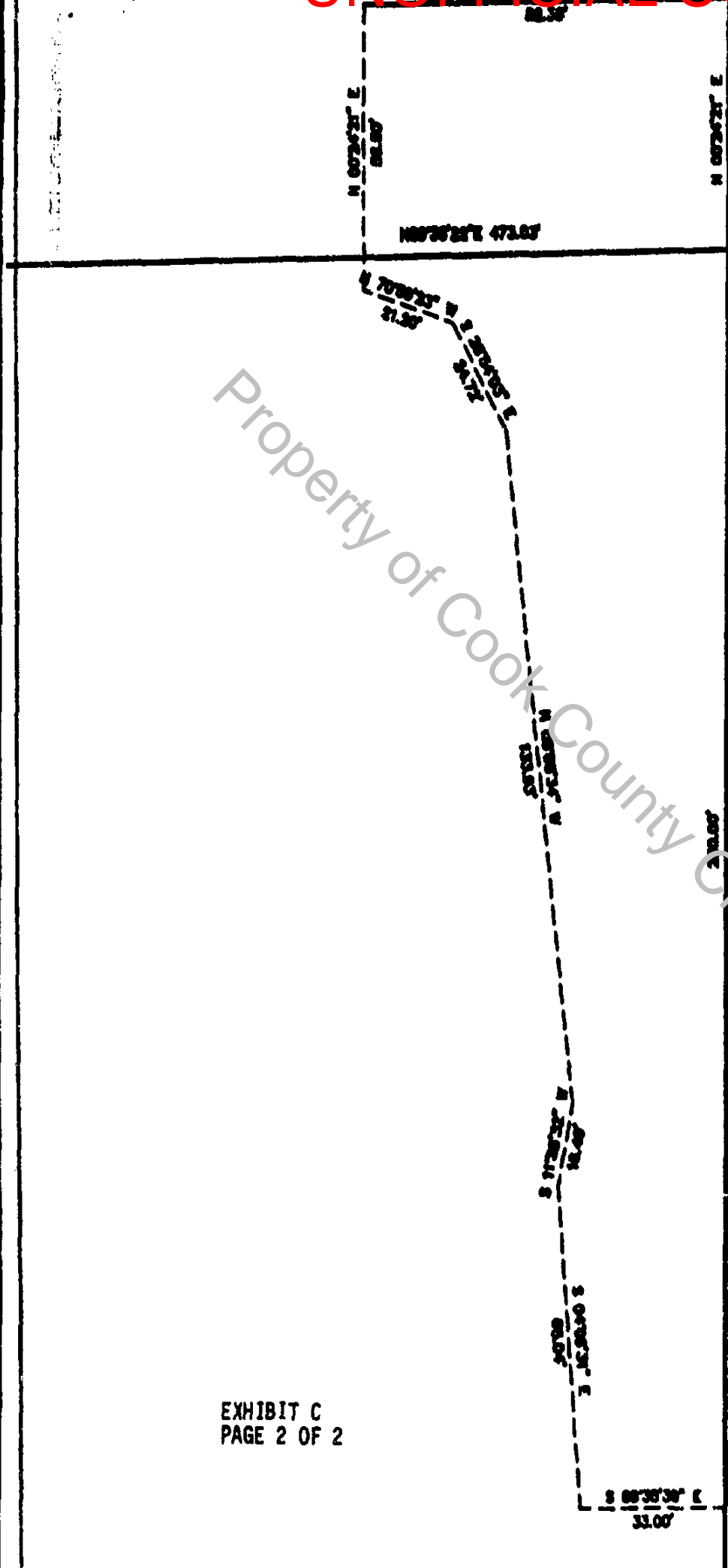
Commencing from the northeast corner of Parcel A of the Subject Property (described in Exhibit "A" of this Agreement), South along the Eastern lot line of Parcel A a distance of 300 feet, then South 89 degrees 35 minutes 39 seconds East for a distance of 33.00 feet, then South 04 degrees 06 minutes 31 seconds East for a distance of 65.04 feet, then South 11 degrees 38 minutes 32 seconds West for a distance of 16.49 feet, then North 06 degrees 08 minutes 34 seconds West for a distance of 133.93 feet, then South 28 degrees 54 minutes 03 seconds East for a distance of 24.72 feet, then North 70 degrees 59 minutes 23 seconds West for a distance of 21.20 feet, then North 00 degrees 24 minutes 21 seconds East for a distance of 56.50 feet then, South 89 degrees 36 minutes 22 seconds West for a distance of 82.36 feet to the point of beginning in Cook County, Illinois

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EXHIBIT C  
PAGE 2 OF 2

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