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Cook County Recorder 37.00



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ORDINANCE NO. 98-33

AN ORDINANCE GRANTING A VARIATION FROM THE MINIMUM LOT WIDTH REQUIREMENT FOR LOTS 2 AND 3 IN THE HIGHLAND WOODS SUBDIVISION

(NORTHBROOK COMMUNITY SYNAGOGUE)
(PLAN COMMISSION DOCKET NO. 97-21F)

Passed by the Board of Trustees, June 23, 1998

Printed and Published, June 24, 1998

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

RECORDING FEE \$ 37
DATE 7-14-99 COPIES 6
OK [Signature]



BOX 337

I hereby certify that this document was properly published on the date stated above.

/s/ Lona N. Louis
Village Clerk

I hereby certify this to be a true and exact copy of the original.

6/24/99 Lona N. Louis
Date Village Clerk

ORDINANCE NO. 98-33

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

AN ORDINANCE GRANTING A VARIATION FROM THE MINIMUM LOT WIDTH REQUIREMENT FOR LOTS 2 AND 3 IN THE HIGHLAND WOODS SUBDIVISION

(NORTHBROOK COMMUNITY SYNAGOGUE)
(PLAN COMMISSION DOCKET NO. 97-21F)

be and is hereby adopted as follows:

Section 1. BACKGROUND.

Northbrook Community Synagogue (the "Synagogue") and Centrum Realty Services, Inc. ("Centrum") (collectively, the "Applicants") are the contract purchasers of certain real estate located at the northeast corner of the intersection of Landwehr Road and Willow Road (the "Property"). The Property is the subject of an annexation agreement dated as of June 23, 1998 and approved by Resolution 98-R-72 (the "Annexation Agreement").

The Applicants intend to divide the Property into seven lots, six of which consist of approximately 3.4 acres and will be developed with six single family detached dwellings (the "Residential Parcel") and one of which consists of approximately 4.91 acres that will be developed with a synagogue building (the "Religious Facility"), rabbi's residence, and parking lot (collectively, the "Synagogue Parcel"). Lots 2 and 3 in the Residential Parcel have a lot width of 93.75 feet. The required minimum lot width in an R-3 Single Family Residential District is 100 feet. Thus, two of the six lots located in the Residential Parcel require the granting of a variation from the otherwise applicable standards of the R-3 Single Family Residential District. Pursuant to Ordinance No. 98-32, the Village amended the text of paragraph 11-503 E1 of the Northbrook Zoning Code to authorize lot width variations in connection with annexations pursuant to annexation agreements.

Section 2. DESCRIPTION OF PROPERTY.

The Property is commonly known as 3085, 3105, 3135, 3185 Highland Road and 3120, 3170 Willow Road consisting of approximately 8.3 acres, the legal description of which is attached hereto as Exhibit 1 and, by this reference, made a part of this Ordinance.

Section 3. PUBLIC HEARINGS.

A public hearing to consider the application for the variation defined herein was duly advertised on April 30, 1998 in the *Northbrook Star* and publicly heard by the Northbrook Plan Commission on May 19, 1998 with a recommendation made on May 19, 1998.

Section 4. VARIATION FROM MINIMUM LOT WIDTH REQUIREMENT.

Subject to and contingent upon the conditions, restrictions and provisions set forth in Section 5 of this Ordinance, a variation to reduce the minimum lot width for lots 2 and 3 of the Residential Parcel from 100 feet to 93.75 feet (the "Variation") according to the Site Plan attached hereto and herein incorporated as Exhibit 2 is hereby granted pursuant to Section 11-503 of the Northbrook Zoning Code (the "Zoning Code") and the home rule powers of the Village of Northbrook.

Section 5. CONDITIONS ON VARIATION.

The development, use, and maintenance of the Subject Property shall be in strict accordance with the Site Plan submitted by the Applicants, except for minor changes and site work approved by the Director of Development or the Village Engineer (for matters within their respective permitting authorities) in accordance with applicable Village standards.

Section 6. AMENDMENT TO VARIATION.

Any amendment to the variation granted to pursuant to Section 4 of this Ordinance shall be granted only pursuant to the procedures and subject to the standards and limitations provided in the Zoning Code.

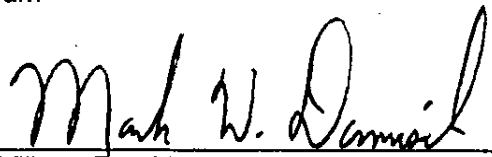
Section 7. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events:

- i. Passage by the Board of Trustees of the Village of Northbrook by a majority vote in the manner required by law;
- ii. Publication in pamphlet form in the manner required by law;
- iii. The complete execution and recordation of the Annexation Agreement;
- iv. The receipt by the Village Clerk of the annexation notice referred to, and in strict accordance with, the requirements of Subsection 3.B of the Annexation Agreement; and
- vi. The filing by Applicant with the Village Clerk, for recording in the Office of the Cook County Recorder of Deeds, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Such unconditional agreement and consent shall be in the form attached to and, by this reference, made part of this Ordinance as Exhibit 3, and shall be executed by the Applicant.

Unless each of the foregoing occurs on or before June 1, 1999, this Ordinance shall be null and void and of no force and effect.

PASSED: This 23rd day of June, 1998.
AYES: (5) Trustees Jaeger, Karagianis, Buehler, Donewald and Meek
NAYS: (0)
ABSENT: (1) Trustee Frum
ABSTAIN: (0)



 Village President

ATTEST:


 Village Clerk

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

That part of the South Half of the North Half of the Northeast Quarter of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Beginning on the South line of the North Half of the Northeast Quarter of said Section, at a point 2,118.25 feet West of the East Line of the Northeast Quarter of said Section; thence running West 264.90 feet along the South line of the North Half of the Northeast Quarter of said Section; thence North 660.65 feet parallel to the East line of the Northeast Quarter of said Section; thence East 264.90 feet along the North line of the South Half of the North Half of the Northeast Quarter of said Section; thence South 660.61 feet parallel to the East line of the Northeast Quarter of said Section, being the place of beginning (excepting therefrom the South 330.0 feet, also excepting therefrom the North 33.0 feet thereof) in Cook County, Illinois.

Commonly known as: 3125 Highland, Northbrook, Illinois
PIN: 04-20-200-049, 050 & 051

PARCEL 2:

That part of the South Half of the North Half of the Northeast Quarter of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Beginning on the South line of the South Half of the North Half of the Northeast Quarter of said Section at a point 2383.15 feet West of the East line of the Northeast Quarter of said Section; thence running West 263.63 feet along the South line of the North Half of the Northeast Quarter of said Section; thence North 660.68 feet along the West line of said Northeast Quarter of said Section; thence 263.85 feet along the North line of the South Half of the North Half of the Northeast Quarter of said Section; thence South 660.65 feet parallel to the East line of the Northeast Quarter of said Section to the place of beginning, (excepting therefrom the South 330.40 feet thereof, also excepting therefrom the North 33 feet thereof, and except the West 50 feet thereof), in Cook County, Illinois.

Commonly known as: 3185 Highland, Northbrook, Illinois
PIN: 04-20-200-015

PARCEL 3:

That part of the South Half of the North Half of the Northeast Quarter of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Beginning on the South line of the North Half of the Northeast Quarter of said Section, at a point 2,118.25 feet West of the East line of the Northeast Quarter of said Section; thence running West 264.90 feet along the South line of the North Half of the Northeast Quarter of said Section; thence North 330 feet parallel to the East line of the Northeast Quarter of said Section; thence East 264.90 feet parallel to the South line of the North Half of the Northeast Quarter of said Section; thence South 330 feet parallel to the East line of the Northeast Quarter of said Section, being the point of beginning, in Cook County, Illinois.

Commonly known as: 3120 Willow Road, Northbrook, Illinois
PIN: 04-20-200-017

PARCEL 4:

That part of the South Half of the North Half of the Northeast Quarter of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Beginning on the South line of the North Half of the Northeast Quarter of said Section, at point 2383.15 feet West of the East line of the Northeast Quarter of said Section; thence running West 263.63 feet along the South line of the North Half of Northeast Quarter of the said Section to the West line of the said Northeast Quarter; thence North 330.40 feet along the West line of the said Northeast Quarter; thence East 263.74 feet parallel to the South line of the North Half of the said Northeast Quarter of the said Section; thence South 330.40 feet to the point of beginning, except that part described as follows: Beginning at the Southwest corner of the said South Half of the North Half of the Northeast quarter of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, thence North on the West line thereof, 330.40 feet; thence East parallel with the South line of the South Half, aforesaid, to the East line of the West 50 feet of the said South Half; thence South on the said East line to a point 30 feet North of (as measured on the said East line) the North line of 100 foot Willow Road; thence South easterly to the said North line 30 feet East of its intersection with the said East line; thence South at right angles to the said North line of the South line of the South half aforesaid; thence West on the said South line to the point of beginning, and excepting therefrom that part falling within Willow Road, in Cook County, Illinois.

Commonly known as: 3170 Willow Road, Northbrook, Illinois
PIN: 04-20-200-009

PARCEL 5:

That part of the South Half of the North Half of the Northeast Quarter of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at a point on the South line of the North Half of the Northeast Quarter of said Section, at a point 1985.80 feet West of the East Line of said Section 20; thence West along the South line of the North Half of the Northeast Quarter of said Section 20; a distance of 132.45 feet; thence North parallel to the East line of said Section 20, a distance of 660.61 feet to the North line of the South Half of the North Half of the Northeast Quarter of said Section 20; thence East along the North line of the South Half of the North Half of the Northeast Quarter of said Section 20; a distance of 132.45 feet; thence South parallel to the East line of said Section 20 a distance of 660.60 feet to the point of beginning, (excepting therefrom the South 330.0 feet thereof, also excepting therefrom the North 33.0 feet thereof used for Highland Drive), all in Cook County, Illinois.

Commonly known as: 3105 Highland, Northbrook, Illinois
PIN: 04-20-200-039

PARCEL 6:

That part of the South Half of the North Half of the Northeast Quarter of Section 20, Township 42 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Beginning on the South line of the North Half of the Northeast Quarter of said Section 20, at a point 1853.35 feet West of the East Line of the Northeast Quarter of said Section; thence running West 132.45 feet along the South line of the North Half of the Northeast Quarter of said Section; thence North 660.60 feet parallel to the East line of the Northeast Quarter of said Section; thence East 132.45 feet along the North line of the South Half of the North Half of the Northeast Quarter of said Section; thence South 660.58 feet parallel to the East line of the Northeast Quarter of said Section, being the place of beginning (excepting therefrom the South 330.0 feet thereof, also except therefrom the North 33.0 feet thereof used for Highland Drive) in Cook County, Illinois.

Commonly known as: 3085 Highland, Northbrook, Illinois
PIN: 04-20-200-040

AFTER RECORDING OF THE FINAL PLAT OF SUBDIVISION FOR HIGHLAND WOODS SUBDIVISION, TO BE KNOWN AS:

LOTS 1 THROUGH 7 IN HIGHLAND WOODS SUBDIVISION, OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND PORTIONS OF DEDICATED JASPER COURT.

Property of Cook County Clerk's Office

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EXHIBIT 2

SITE PLAN

Site Plan is on file in the office of the Village Clerk,
1225 Cedar Lane, Northbrook, Illinois

Property of Cook County Clerk's Office

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LOT WIDTH VARIATION
ORDINANCE

No. 98-33

EXHIBIT 3

APPLICANT'S UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Northbrook, Illinois (the "Village");

WHEREAS, NORTHBROOK COMMUNITY SYNAGOGUE and CENTRUM REALTY SERVICES, INC. (the "Applicants") are the contract purchasers of the property located at the northeast corner of the intersection of Landwehr Road and Willow Road in the Village of Northbrook and commonly known as 3085, 3105, 3135, 3185 Highland Road and 3120, 3170 Willow Road (the "Property"); and

WHEREAS, the Applicants have applied for a variation from the minimum lot width requirements for R-3 Single Family Residential District on the Property (the "Requested Relief"); and

WHEREAS, Ordinance No. 98-33, adopted by the President and Board of Trustees of the Village of Northbrook on June 23, 1998 (the "Ordinance"), grants the Requested Relief, subject to certain conditions; and

WHEREAS, the Applicants desire to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions and limitations set forth in said Ordinance;

NOW, THEREFORE, the Applicants do hereby agree and covenant as follows:

1. The Applicants shall and do hereby unconditionally agree to, accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of that certain Village Ordinance No. 98-33, adopted by the Village Board of Trustees on June 23, 1998 (the "Ordinance").

2. The Applicants acknowledge and agree 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 issuance of any permits for the use and development of the Subject Property, and that the Village's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Applicants against damage or injury of any kind and at any time.

3. The Applicants acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Applicants required by Section 7 of the Ordinance is given.

4. The Applicants agree to and do hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and 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 (a) the Village's review and approval of plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the

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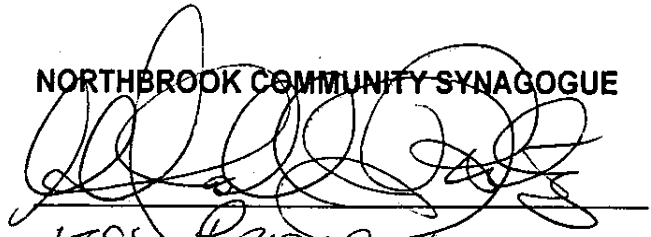
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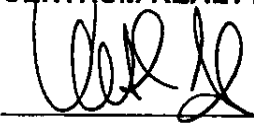
Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by the Applicants of their obligations under this Unconditional Agreement and Consent.

5. The Applicants shall, and do hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. 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.

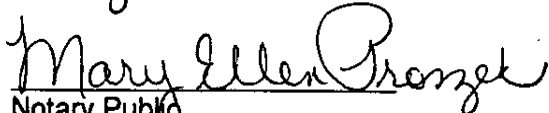
NORTHBROOK COMMUNITY SYNAGOGUE



1725 PRINCETON
CENTRUM REALTY SERVICES, INC.



SUBSCRIBED and SWORN to
before me this 18th day of
August, 1998.


Notary Public

