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ORDINANCE NO. 98-53

AN ORDINANCE GRANTING SPECIAL PERMITS
AND A VARIATION
FOR THE EXPANSION AND CONTINUED OPERATION OF
A RELIGIOUS FACILITY
AND RELATED IMPROVEMENTS

(LAVIN CENTER)

(3545 WALTERS AVENUE)
(PLAN COMMISSION DOCKET NO. 97-16)

Passed by the Board of Trustees, October 27, 1998

Printed and Published, October 28, 1998

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

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

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

BOX 337

/s/Lona N. Louis

Village Clerk

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

1/15/99
Date

Lona N. Louis
Village Clerk

ORDINANCE NO. 98-53

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 SPECIAL PERMITS
AND A VARIATION
FOR THE EXPANSION AND CONTINUED OPERATION OF
A RELIGIOUS FACILITY
AND RELATED IMPROVEMENTS

(LAVIN CENTER)
(3545 WALTERS AVENUE)
(PLAN COMMISSION DOCKET NO. 97-16)

be and is hereby adopted as follows:

Section . BACKGROUND.

Associated Talmud Torahs of Chicago, an Illinois not-for-profit corporation (the "Applicant") is the owner of the property commonly known as 3545 West Walters Road, Northbrook, Illinois (the "Subject Property"). The Subject Property is zoned within the IB Institutional Buildings District and is improved with a 3370 square foot building (the "Existing Facility") that is and has been, for a period of time that pre-dates the adoption of the comprehensive amendment to the Northbrook Zoning Code on November 22, 1983, used and occupied as a religious and education facility known as the William Lavin Educational Center (the "Lavin Center"). The Lavin Center is currently being operated by a local organization known as Young Israel of Northbrook ("Young Israel").

The Applicant desires to expand and remodel the Lavin Center by constructing a two story, approximately 4,809 square foot addition to the Existing Facility consisting, in part, of a 168 seat sanctuary (the "Sanctuary"), and by constructing a new parking lot and a detention facility on the Subject Property. The expansion of the Existing Facility and continued use of the Subject Property as a religious and educational facility requires a special permit pursuant to the Northbrook Zoning Code (1988), as amended from time to time (the "Zoning Code").

The Lavin Center requires a total of 42 parking spaces pursuant to the Zoning Code. The Applicant intends to pave a total of 32 off-street parking spaces, three of which will be located on the north side of the building on the Subject Property (the "North Parking Area") and 29 of which will be located to the south of the Sanctuary (the "Main Parking Area"). The Applicant further intends to landbank seven parking spaces to the south of the Main Parking Area (the "Landbanked Parking Area") (the North Parking Area, the Main Parking Area and the Landbanked Parking area are collectively referred to as the "Parking Lot"). Construction of the Parking Lot requires a special permit for landbanking of parking and a variation to reduce the number of required parking spaces from 42 spaces to 39 spaces.

The President and Board of Trustees of the Village have reviewed the requested zoning relief, have considered the concerns and issues raised by the neighboring property owners. Based on the substantial revisions made to the site, landscaping, and engineering plans by the Applicant in an attempt to address the neighbor concerns, the President and Board of Trustees have determined that it is in the best interest of the Village to approve the requested special permits and variation.

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Because a protest against the subject special permits has been filed by neighboring property owners in accordance with Subparagraph 11-602 D2(e) of the Zoning Code, this Ordinance cannot be effective unless it is approved by a vote of two-thirds of the Board of Trustees.

Section 2. DESCRIPTION OF PROPERTY.

The Subject Property is commonly known as 3545 West Walters Avenue, consists of approximately 1.9 acres, and is legally described in Exhibit A attached hereto and, by this reference, made a part of this Ordinance.

Section 3. PUBLIC HEARINGS.

A public hearing to consider the application for the special permits and variation described herein was duly advertised on January 29, 1998 in the *Northbrook Star* and publicly heard by the Northbrook Plan Commission on March 3, April 21, May 5, June 5, and June 17, 1998; with a recommendation not to approve the application made on June 17, 1998.

Section 4. VARIATION TO REDUCE REQUIRED NUMBER OF PARKING SPACES.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, a variation to reduce the required number of off street parking spaces on the Subject Property from 42 spaces to 39 spaces is hereby granted to the Applicant in accordance with and pursuant to Subparagraph 11-503 E1(d) of the Zoning Code and the home rule powers of the Village of Northbrook.

Section 5. SPECIAL PERMITS FOR RELIGIOUS AND EDUCATIONAL FACILITY.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, special permits to allow the expansion and continued operation of a religious facility (Northbrook S.I.C. Code No. 8660.00) and an educational facility (Northbrook S.I.C. Code No. 8210.00) on the Subject Property are hereby granted to the Applicant in accordance with and pursuant to Section 11-602 of the Zoning Code and the home rule powers of the Village of Northbrook.

Section 6. SPECIAL PERMIT FOR LANDBANKING OF PARKING.

Subject to and contingent upon the conditions, restrictions, and provisions set forth in Section 7 of this Ordinance, a special permit to allow the landbanking of seven of the required parking spaces on the Subject Property (Northbrook S.I.C. Code 9830.0) is hereby granted to the Applicant in accordance with and pursuant to Section 11-602 of the Zoning Code and the home rule powers of the Village of Northbrook.

Section 7. VARIATION AND SPECIAL PERMIT CONDITIONS.

The variation granted in Section 4 above and the special permits granted in Sections 5 and 6 above, shall be, and are hereby, expressly subject to and contingent upon each of the following conditions, restrictions and provisions:

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A. Compliance with Plans. The construction, development, use, and maintenance of the Subject Property shall be in strict accordance with the following documents and plans, 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 all applicable Village standards:

- i. The Site Plan, Building Elevation Plans, Site Lighting Plan, Floor Plans, and Seating Plans (collectively, the "Site Plan") consisting of 14 sheets, prepared by Thomas W. Buckley, with latest revision date of October 23, 1998, a copy of which is attached hereto as Exhibit B and, by this reference, made a part of this Ordinance; and
- ii. The Final Landscape Plan, consisting of one sheet, prepared by the Lyman Group, with latest revision date of October 22, 1998, a copy of which is attached hereto as Exhibit C and, by this reference, made a part of this Ordinance; and
- iii. The Final Engineering Plan, consisting of five pages, prepared by Norman J. Toberman and Associates, with latest revision date of October 22, 1998, a copy of which is attached hereto as Exhibit D and, by this reference, made a part of this Ordinance.

B. Operating Entity. No person or entity other than Young Israel shall be allowed to operate and manage the Subject Property on behalf of the Applicant, without the prior consent of the Village Board of Trustees by resolution duly adopted.

C. Limited Use. Notwithstanding any use or development right that may be applicable or available to the Subject Property pursuant to the Zoning Code, the Subject Property shall, for so long as this Ordinance is in full force and effect, be used for only the following purposes:

- i. religious services and activities conducted for and/or by the members of Young Israel and their guests; provided however, that no weddings or funerals shall take place on the Subject Property at any time (other than the funeral of a rabbi);
- ii. educational programs, including, without limitation, Hebrew language classes; provided, however, that the Subject Property shall not be used, at any time, as a traditional Hebrew language school (which provides a multi-year program of weekly Hebrew language classes for pre-teen and teenage students) or as a private elementary or secondary school;
- iii. lectures conducted for the benefit of members of Young Israel and their guests;
- iv. library services for members of Young Israel and their guests;

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- v. youth group activities for the members of Young Israel and their guests;
- vi. social gatherings of the members of Young Israel and their guests, limited to a maximum attendance of 180 persons;
- vii. meetings of the sisterhood, the men's club, and the governing board and committees of Young Israel;
- viii. pre-school supervised classes and programs; provided however, that enrollment in and attendance at the pre-school shall be limited to children of the members of Young Israel; and provided, further, that no more than 48 children shall be enrolled in or attend the pre-school at any time;
- ix. operational facilities and services provided by Young Israel such as janitor and caretaker facilities and any accessory offices.

notwithstanding any other provision in this Ordinance or any Village code or regulation, the maximum occupancy on the Subject Property, at any time, shall be 235 persons, no more than 180 of whom shall be adults.

D. Additional Uses as Authorized by the Village Manager. In addition to those uses set forth in Section 7.C of this Ordinance, the Village Manager may authorize additional uses consistent with, and compatible to, uses and conditions set forth herein pursuant to the procedures set forth in Section 11-501 of the Zoning Code; provided, however, that any use so allowed shall be subject to all of the applicable conditions and restrictions concerning occupancy limits, traffic management, and off-street parking as set forth in this Section 7.

E. Simultaneous Events Prohibited. During any time that an event with an expected attendance of more than 125 adult persons is held on the Subject Property, no other portion of the Subject Property may be used for adult group activities.

F. Amplified Sound Restrictions. No public address or other amplifying devices shall be installed or used at any time in any outdoor location on the Subject Property.

G. Lighting. Except for security lighting, all parking lot lighting shall be illuminated in accordance with Village standards pertaining to parking lots, including, without limitation, the use of "no-spill" light fixtures. Further, except for security lighting, the Parking Lot may be illuminated only on days/nights when there are organized functions scheduled at the Subject Property. Within one hour after the termination of such organized functions on the Subject Property, all parking lot lighting shall be shut off.

H. Rental Prohibited. No portion of the Subject Property shall be rented, leased, or licensed to any person, association, corporation, or entity, other than Young Israel, at any time, for any period of time.

I. Off-Street Parking. The North Parking Area shall be designed and striped to accommodate not less than three non-landbanked parking spaces, and the Main Parking Area shall be designed and striped to accommodate not less than 29 non-landbanked parking spaces as depicted on the Site Plan.

J. Use of Landbanked Parking Area. The Landbanked Parking Area may be used for parking when the North Parking Area and Main Parking Area are fully occupied. The Applicant shall take all necessary steps to ensure that the landscaping on the Landbanked Parking Area is properly maintained and repaired at all times after such usage occurs.

K. Alternative Parking and Transportation. The Applicant shall, at its sole cost and expense, engage and employ traffic management services and programs, reasonably acceptable to the Village Manager, in order to reduce the adverse impacts, if any, of traffic on the surrounding neighborhood during any event on the Subject Property that is expected to, or does, create a need for parking beyond that which is available in the Parking Lot on the Subject Property. Such services and programs shall include, without limitation, the arrangement for excess parking at nearby or remote off-street parking facilities, the provision of shuttle services to such nearby or remote off-street parking facilities, the installation and maintenance of traffic control signage on the Subject Property, the employment of traffic management personnel to direct traffic, and the encouragement of car-pooling by and among members of Young Israel and their guests and invitees.

L. Neighborhood Liaison. One or more representatives of Applicant or members of Young Israel shall be designated to serve as a neighborhood liaison committee, which committee shall receive and address, in good faith, any concerns raised by the neighbors or the Village regarding Lavin Center operations including, without limitation, construction issues and traffic management issues.

Section 8. COMPLIANCE REVIEW.

A. Landscaping. No later than 18 months from the Effective Date of this Ordinance, the Village Director of Public Works shall review the landscaping that has been installed and maintained pursuant to the Final Landscape Plan. The Village Director of Public Works shall report his findings to the Village Board of Trustees. In the event that the Village Board of Trustees determines that the landscaping has not been installed or maintained in accordance with the Final Landscape Plan, the Applicant shall, promptly, take all such action as may be necessary to cause compliance with the Final Landscaping Plan.

B. Traffic Management and Off-Street Parking. The Village Manager shall annually, during the month of each anniversary of the Effective Date of this Ordinance, evaluate the Applicant's compliance with its obligations under this Ordinance concerning traffic management and off-street parking. The Village Manager shall make recommendations to the Village Board of Trustees as to the need, if any, for additional parking or additional means of traffic management. Upon receipt of the Village Manager's recommendations, the Village Board of Trustees shall have the right, by Ordinance duly adopted, to require the Applicant to improve and enhance its traffic management and off-street parking arrangements in accordance with the Village Manager's recommendation. Prior to the adoption of such ordinance, the Village Board of Trustees shall provide the Applicant with at least 14 days advance written notice of the Village Manager's recommendation and an opportunity to be heard at a regular meeting of the Board of

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Trustees. The foregoing shall not in any way limit or restrict the Village Board of Trustees' right to require the paving of the Landbanked Parking Area.

Section 9. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the variation granted in Section 4 and the special permits granted in Sections 5 and 6 above shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board of Trustees may not so revoke the special permits unless it shall first provide the Applicant with two months advance written notice of the reasons for the contemplated revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Subject Property shall be governed solely by the regulations of the IB Institutional Building District, as the same may, from time to time, be amended. Further, in the event of such revocation of the special permit, or permits, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Applicant acknowledges that public notices have been given and public hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice required by this Section is given.

Section 10. AMENDMENT TO SPECIAL PERMITS OR VARIATION.

A. General. Any amendment to the special permits granted in Sections 5 and 6 above or the variation granted in Section 4, that may be requested by the Applicants after the Effective Date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

B. Specific Prohibition on Expansion. As the Subject Property described in Section 2 of this Ordinance cannot accommodate any further expansion of the Existing Facility, beyond the expansion contemplated by this Ordinance, Applicant shall not seek, and the Village shall have no obligation to grant, any further expansion of the Existing Facility absent a change in the size and configuration of the Subject Property.

Section 11. BINDING EFFECT; NON-TRANSFERABILITY

The privileges, obligations, and provisions of each and every section of this Ordinance are for the sole benefit of, and shall inure to the benefit of, and are and shall be binding on, the Applicant, except as otherwise expressly provided in this Ordinance. Except as provided in Section 7 of this Ordinance, nothing in this Ordinance shall be deemed to allow the privileges, obligations, and provisions of this Ordinance to be transferred to any person or entity other than the Applicant without a new application for such person or entity other than the Applicant.

Section 12. EFFECTIVE DATE.

A. This Ordinance shall be effective only upon the occurrence of all of the following events (the last date of which shall be the "Effective Date"):

- i. passage by the Village Board of Trustees by a vote of two thirds of the Village Board of Trustees in the manner required by law;

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- ii. publication in pamphlet form in the manner required by law;
- iii. the filing by the Applicant with the Village Clerk, for recording in the office of the Cook County Recorder, of a fully executed copy of a Landbanking Restrictive Covenant in the form attached to and, by this reference, made a part of this Ordinance as Exhibit E; and
- iv. the filing by the Applicant with the Village Clerk, for recording in the Office of the Cook County Recorder, 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 a part of this Ordinance as Exhibit F, and shall be executed by the Applicant.
- v. recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Cook County Recorder. The Applicant shall bear the full cost of such recordation.

B. In the event that any of the conditions set forth in Section 12.A of this Ordinance are not satisfied within 90 days of the date of passage of this Ordinance by the Corporate Authorities, the Corporate Authorities shall have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED: This 27th day of October, 1998.

AYES: (5) Trustees Frum, Karagianis, Buehler and Meek and President Damisch

NAYS: (2) Trustees Jaeger and Donewald

ABSENT: (0)

ABSTAIN: (0)

/s/ Mark W. Damisch

Village President

ATTEST:

/s/ Lona N. Louis

Village Clerk

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EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE EASTERLY 133.14 FEET OF THE WESTERLY 397.14 FEET (EXCEPT THE NORTHERLY 50 FEET THEREOF) OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3545 West Walters, Northbrook, Illinois.
P.I.N. No.: 04-08-302-004

Property of Cook County Clerk's Office

EXHIBIT E

LANDBANKING RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT made this ____ day of _____, 1998, by ASSOCIATED TALMUD TORAHS OF CHICAGO (the "Owner"), the holder of record title to a certain parcel of real estate located in the Village of Northbrook, Cook County, Illinois (the "Village"), commonly known as 3545 West Walters Road, Northbrook, Illinois, which is legally described in Exhibit A attached hereto and, by this reference, made a part hereof (the "Property").

WITNESSETH:

WHEREAS, the Owner has filed an application with the Village of Northbrook for special permits to authorize the construction and operation of a Religious Facility and for landbanking of parking and for a variation to reduce the required number of parking spaces (Docket No. 97-16), all under the Northbrook Zoning Code (1988), as amended; and

WHEREAS, by Ordinance No. 98-53 (the "Special Use Ordinance"), the Village granted Owner a special permit pursuant to Sections 7-105 and 11-602 of the Northbrook Zoning Code to allow landbanking of required parking spaces, subject to certain specified conditions, to reduce the applicable number of off-street parking spaces to be paved on the Property; and

WHEREAS, the Owner desires and intends that the restrictions herein contained shall run with the land and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licensees, invitees and representatives, including without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them;

NOW, THEREFORE, Owner declares that the Property, and all portions thereof, are and shall be held, transferred, sold, conveyed, used and occupied subject to the restrictions hereinafter set forth, which restrictions are for the purpose of protecting the value and desirability of the Property and other properties in the Village:

Section 1. Landbanking. Owner shall construct and maintain no less than 32 paved, off-street parking spaces on the Property in accordance with the Site Plan, attached hereto and incorporated herein as Exhibit B; provided, however, that the Village Board of Trustees, in its sole and absolute discretion, may, at any time after the date of this Restrictive Covenant, direct and require that the number of paved, off-street parking spaces on the Property be increased to 39, at the sole cost and expense of Owner, in accordance with, and at the location depicted as "Landbanked Spaces" on, the Site Plan.

Section 2. Open Space. Unless and until the Village Board of Trustees directs and requires Owner to increase the number of paved, off-street parking spaces pursuant to Section 1 above, a portion of the Property, as depicted in the plans attached hereto as Exhibit B, shall be reserved for such future parking use and shall be maintained as a landscaped open space area (the "Landbanked Area") in accordance with the Final Landscaping Plan, attached hereto as Exhibit C and by this reference, made a part hereof; provided, however, that Owner shall have the right to park on the Landbanked Area in the manner provided in, and subject to the conditions set forth in, the Special Use Ordinance.

Section 3. Maintenance of Landbanked Area.

A. Owner Maintenance. Owner shall be solely and exclusively responsible for the maintenance, preservation, restoration, and rehabilitation of the Landbanked Area.

B. Village Maintenance; Costs; Liens. The Village, acting through its elected and appointed officials, agents, servants, and employees, is hereby granted the right and license, in the event Owner fails to maintain the Landbanked Area in strict conformance with Exhibits B and C, as applicable, and the ordinances of the Village, to enter onto the Property and to perform such work as may be necessary to maintain, preserve, restore or rehabilitate the Landbanked Area, or any portion thereof. Prior to such entry, the Village shall notify the Owner, at the address shown on the most recent real estate tax bill for the Property, of the need to enter the Property to perform such work. In the event the Village takes any action pursuant to this Section 3, it shall have the right, without the consent of Owner, to charge against the Property an amount sufficient to defray the entire reasonable cost of such action, including administrative costs and reasonable attorneys' fees, either before or after such cost is incurred. If the amount so charged is not paid within thirty days following a written demand by the Village, such charge, together with costs of collection, shall become a lien upon the Property, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien in the same manner as a mortgage on real property.

Section 4. Exercise of Village Rights; Waiver. The Village is not required to exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the Village to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any property to the Village.

Section 5. Enforcement. Owner recognizes and agrees that the Village has a valid interest in ensuring that this Restrictive Covenant is properly adhered to and therefore does hereby grant the Village the right to enforce this Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover actual damages.

Section 6. Payment of Village Costs. Owner shall pay to the Village, upon presentation of a written demand or demands therefore, all reasonable administrative, engineering, and legal fees incurred in connection with the negotiation, preparation, drafting consideration, review, and enforcement of this Restrictive Covenant. If the amount so charged is not paid within thirty days following such written demand by the Village, such charge, together with costs of collection, shall become a lien upon the Property, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien, in the same manner as a mortgage on real property.

Section 7. Amendment. This Restrictive Covenant may be modified, amended or annulled only upon the express, prior written approval of the Village of Northbrook, by resolution duly adopted.

Section 8. Covenants Running with the Land. The restrictions hereby imposed shall be restrictions running with the land and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

Section 9. Recordation. This Restrictive Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant.

Section 10. Headings. The headings of the Sections herein are intended for reference only and are not intended to alter, amend, or affect any of the terms or provisions of this Restrictive Covenant.

Section 11. Term. The restrictions hereby imposed shall be enforceable for a term of 100 years from the date this Restrictive Covenant is recorded, after which time such Covenant shall be automatically extended for successive periods of ten years unless an instrument amending this declaration shall be recorded and provide for some other duration. If any of the rights or restrictions imposed by this Covenant 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 the current Governor of the State of Illinois.

IN WITNESS WHEREOF, Owner has caused this Restrictive Covenant to be executed and attested and its corporate seal to be affixed by its duly authorized representative on the date first above written.

ASSOCIATED TALMUD TORAHS OF CHICAGO

By: _____

Title: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be _____ of **Associated Talmud Torahs of Chicago**, an Illinois non-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 1998.

Notary Public

My Commission Expires: _____

Property of Cook County Clerk's Office

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Exhibit A

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Legal Description of the Property

The Easterly 133.14 feet of the Westerly 397.14 feet (except the Northerly 50 feet thereof) of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3545 Walters, Northbrook, Illinois.
P.I.N. No.: 04-08-302-004

Property of Cook County Clerk's Office

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EXHIBIT C

FINAL LANDSCAPING PLAN

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EXHIBIT F

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APPLICANT'S UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, ASSOCIATED TALMUD TORAHS OF CHICAGO, (the "Applicant") is the owner of the property commonly known as 3545 West Walters Road, Northbrook, Illinois (the "Property"); and

WHEREAS, the Applicant has applied for special permits to allow for the operation of a religious facility and for landbanking of parking and a variation to reduce the required number of parking spaces on the Property (the "Requested Relief"); and

WHEREAS, Ordinance No. 98-53, adopted by the President and Board of Trustees of the Village of Northbrook on October 27, 1998 (the "Ordinance"), grants the Requested Relief, subject to certain conditions; and

WHEREAS, the Applicant desires 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 Applicant does hereby agree and covenant as follows:

1. The Applicant shall and does hereby unconditionally agree to, accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of that certain Village Ordinance No. 98-53, adopted by the Village Board of Trustees on October 27, 1998 (the "Ordinance").

2. The Applicant 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 Property, or the issuance of any permits for the use and development of the 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 Applicant against damage or injury of any kind and at any time.

3. The Applicant acknowledges 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 Applicant required by Section 9 of the Ordinance is given.

4. The Applicant agrees to and does 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

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

5. The Applicant 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 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.

ASSOCIATED TALMUD TORAHS OF CHICAGO

[Handwritten signature]

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Earl Miller, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rabbi Harvey Well personally known to me to be Superintendent of Associated Talmud Torahs of Chicago, an Illinois non-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Rabbi Harvey Well, signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 13 day of January, ¹⁹⁹⁹~~1998~~.

[Handwritten signature]

Notary Public

