

# UNOFFICIAL COPY



0736203079

Doc#: 0736203079 Fee: \$78.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 12/28/2007 03:10 PM Pg: 1 of 10

## ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this day of October 2 2007, by and between the VILLAGE OF GLENVIEW, ILLINOIS (hereinafter referred to as the "Village") by and through its President and Board of Trustees (hereinafter together with their agents and representatives, collectively referred to as the "Corporate Authorities"); and Ki P. Hong, Sung Y. Hong, Yong B. Park and Shauna Park (hereinafter referred to as the "Owners").

### WITNESSETH:

WHEREAS, the Owner is the owner of record of a certain parcel of real estate, the legal description of which is set forth on Exhibit "A", attached hereto and made a part hereof, consisting of approximately sixty-five thousand (65,000) square feet (hereinafter referred to as the "Territory"), situated in an unincorporated area of Cook County, which Territory is contiguous to the corporate limits of the Village and may be annexed to the Village as provided in Article 7 ("Territory") and Division 1 ("Annexation") of the Illinois Municipal Code, as amended (65 ILCS 5/7-1-1) (hereinafter referred to as the "Code");

WHEREAS, the Owner desires to have the Territory annexed to the Village as shown on the Plat of Annexation attached hereto as Exhibit "B" and made a part hereof, upon certain terms and conditions hereinafter set forth;

WHEREAS, a proposed annexation agreement, in substance and form the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon, pursuant to notice as provided by statute;

WHEREAS, the Corporate Authorities have determined that the annexation of the Territory by the Village on the terms and conditions hereinafter set forth will promote sound

**BOX 384**

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planning and serve the best interests of the Village and enable the Village to reasonably control the development of the Territory pursuant to existing ordinances, codes and regulations;

**WHEREAS**, the statutory procedures provided in 65 ILCS 5/11-15.1 et. seq. of the Code with regard to the making of annexation agreements have been fully complied with by the parties to this Agreement;

**WHEREAS**, the Owner proposes that the Territory be developed in all respects in accordance with the ordinances, rules and regulations of the Village, except as otherwise provided herein, including the Village Zoning Ordinance (hereinafter the "Zoning Ordinance"), Subdivision Control Ordinance (hereinafter the "Subdivision Ordinance"), Building Code (hereinafter the "Building Code") and other ordinances, rules and regulations (such ordinances, regulations and codes herein mentioned shall be collectively referred to as the "Village Regulations");

**WHEREAS**, following notice published in the Glenview Announcements on April 5, 2007, as required by statute and ordinance, on application of the Owner, a public hearing on the proposed annexation, rezoning, site plan and subdivision was held by the Village Plan Commission on April 24, 2007 and September 11, 2007 (said Commission being duly designated by the corporate authorities to hold such public hearing and hereinafter being referred to as the "Plan Commission") to recommend the annexation of the Property by the Village, the rezoning of the Territory to B-2 General Business District, Final Site Plan Review and Preliminary Subdivision.

**WHEREAS**, after considering the recommendation of the Plan Commission to annex the territory, the corporate authorities, by the affirmative vote of two-thirds of its members then holding office, has approved this Agreement, under which the zoning classification of the subject

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Territory will be established subject to B-2 General Business District Standards and other applicable Village regulations and ordinances to permit the development of commercial retail condominium units.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, herein and as hereafter set forth,

**IT IS HEREBY AGREED** as follows:

1. **RECITALS**: The above recitals are hereby incorporated as if fully set forth herein.
2. **ANNEXATION**. After the execution of this Agreement, the Corporate Authorities shall adopt an ordinance annexing the Territory to the Village, in accordance with all the terms and provisions of this Agreement and in accordance with the Plat of Annexation prepared by A.P. Surveying Company, PC., dated January 31, 2007, which is attached hereto as Exhibit "B".
3. **ZONING**. After the adoption of the annexation ordinance required in Section 2, the Corporate Authorities shall classify the Property B-2 General Business District and shall adopt other appropriate ordinances, if needed, to effectuate the development of the Territory, or parts thereof, in accordance with the evidence submitted and compiled in the approved minutes of the public hearings before the Plan Commission which minutes are incorporated herein and made a part hereof by this reference, and in accordance with the Village's Zoning Ordinance, Subdivision Ordinance, Building Code and Village Regulations.
4. **SUBDIVISION APROVAL**. Concurrent with the adoption of the Zoning Ordinance set forth in Section 3, the Village shall approve subdivision of the Territory to permit

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development of commercial retail condominium units in accordance with a Plat of Condominium Survey prepared by A.P. Surveying Company, PC., which shall be completed at a later date. Owner shall comply with all of the requirements of the Village described in this Agreement. In addition, Owner shall perform any final engineering determined to be required under the ordinances of the Village of Glenview by the Department of Engineering.

5. **PUBLIC IMPROVEMENTS**. Owner shall construct all of the public improvements required by the Village, including, but not by way of limitation, the storm sewer, sanitary sewer and water main facilities and service. Owner shall restore fully any area or areas disturbed by off-site installation of the aforesaid public improvements.

6. **WATER PRODUCTION FACILITIES**. The Village owns and operates public water facilities and agrees to provide water service to the Territory on a non-discriminatory basis by means of connections to be made by Owner. The tap-on fee for water supplied to the Territory shall be in accordance with the rates as they exist as of the date such fees are paid and shall be payable at the time each plumbing permit is issued.

7. **ANNEXATION, BUILDING PERMIT AND OTHER FEES**. In connection with the annexation and development of the Territory, Owner shall be required to pay such fees at such rates as they exist as of the date such fees are paid. The impact fees shall be paid at the time of application for building permits.

8. **PERMITS**. The Village agrees to issue necessary building permits and other permits for construction of the buildings and improvements, subject to the Owner being in full compliance with all Village Regulations.

9. **ENFORCEMENT AND SEVERABILITY**. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto or by an appropriate action at law

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or in equity to secure the performance of the covenants herein contained. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

10. **TERM.** This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns for a full term of twenty (20) years commencing as of the date hereof, as provided by statute and to the extent permitted thereby. It is agreed that in the event the annexation of the Territory or the terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year term.


11. **OTHER ORDINANCES.** The Village shall pass all ordinances, which may be necessary to carry out the terms and provisions of this Agreement.

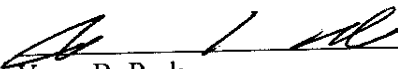
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this day of Nov 6, 2007, the same being done after public hearings, notice and statutory requirements having been fulfilled.


**OWNERS:**

**Ki P. Hong, Sung Y. Hong,  
Yong B. Park and Shauna Park**

  
\_\_\_\_\_  
Ki P. Hong

  
\_\_\_\_\_  
Sung Y. Hong

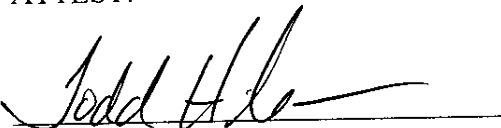
  
\_\_\_\_\_  
Yong B. Park

  
\_\_\_\_\_  
Shauna Park

**VILLAGE OF GLENVIEW, ILLINOIS**

  
\_\_\_\_\_  
Kerry D. Cummings  
President

ATTEST:

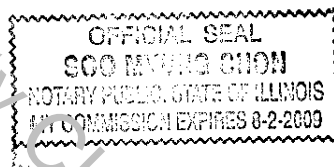
  
\_\_\_\_\_  
Todd Hill  
Village Clerk

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Ki P. Hong, Sung Y. Hong, Yong B. Park and Shauna Park, owners of  
611 Milwaukee, Glenview, Illinois, are personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that they signed and delivered the said instrument as their free and voluntary act,  
for the uses and purposes therein set forth.

Given under my hand and official seal, this 6 day of Nov 2007.



\_\_\_\_\_  
Notary Public

A handwritten signature in black ink, appearing to be "S. Chon", written over a horizontal line.

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## LEGAL DESCRIPTION

### Exhibit "A"

#### PARCEL 1:

ALL THAT PART OF LOTS 12 AND 13 IN MILLER'S ADDITION TO GLENVIEW COUNTRYSIDE, BEING A SUBDIVISION OF PARTS OF SECTION 32 AND 33 IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THAT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 12, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 57.50 FEET; THENCE NORTHEASTERLY IN A STRAIGHT LINE AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 175.00 FEET, THENCE SOUTHEASTERLY IN A STRAIGHT LINE AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 12, A DISTANCE OF 57.50 FEET TO A POINT IN SAID SOUTHERLY LINE OF SAID LOT 12, SAID POINT BEING 175.00 FEET NORTHEASTERLY OF THE SOUTHERLY MOST CORNER OF SAID LOT 12, AS MEASURED ALONG SAID SOUTHERLY LINE OF SAID LOT 12. THENCE EASTERLY IN A STRAIGHT LINE A DISTANCE OF 55.32 FEET TO A POINT IN A LINE 143.94 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 12 AND 13, SAID POINT ALSO BEING 182.10 FEET SOUTH OF THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LOT 12 WITH THE NORTH LINE OF SAID LOT 12 AS MEASURED ALONG SAID PARALLEL LINE; THENCE CONTINUING EASTERLY IN A STRAIGHT LINE A DISTANCE OF 144.02 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 13, SAID POINT BEING 63.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 13 AS MEASURED ALONG SAID EAST LINE OF LOT 13. THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 63.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13, THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 13, A DISTANCE OF 305.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 13 A DISTANCE OF 180.12 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

ALL THAT PART OF LOTS 12 & 13 IN MILLER'S ADDITION TO GLENVIEW COUNTRYSIDE BEING A SUBDIVISION OF PARTS OF SECTION 32 & 33 IN TOWNSHIP 42 NORTH RANGE 12 EAST OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, IL DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 12 WITH THE NORTHWESTERLY LINE OF SAID LOT 12, THENCE SOUTH 182.10 FEET ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOTS 12 & 13, THENCE WESTERLY 18.95 FEET ALONG A LINE WHEN EXTENDED WESTERLY WOULD INTERSECT IN THE NORTHWESTERLY LINE OF SAID LOT 13 AT A POINT 175.00

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FEET NORTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 13, AS MEASURED ALONG SAID NORTHWESTERLY LINE OF SAID LOT 13 TO THE POINT OF BEGINNING, THENCE CONTINUING WESTERLY A DISTANCE OF 36.37 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 13, 175.00 FEET NORTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 13, AS MEASURED ALONG SAID NORTHWESTERLY LINE OF SAID LOT 13, THENCE NORTHWESTERLY IN A STRAIGHT LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 12 A DISTANCE OF 57.50 FEET, SAID POINT BEING 175.00 FEET NORTHEASTERLY OF THE WESTERLY LINE OF SAID LOT 12, AS MEASURED SOUTHWESTERLY ALONG A LINE WHICH IS PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12, SAID LINE'S INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 12 IS 57.50 FEET NORTHWESTERLY OF THE SOUTHERLY MOST CORNER OF SAID LOT 12, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 12, THENCE NORTHEASTERLY IN A STRAIGHT LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12 A DISTANCE OF 30.00 FEET, THENCE SOUTHEASTERLY IN A STRAIGHT LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 12 & 13 A DISTANCE OF 78.31 FEET TO THE POINT OF BEGINNING.

Commonly known as: 611 Milwaukee Avenue, Glenview, Illinois 60025

Permanent Index Number: 04-33-302-038-0000

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## EXHIBIT "B"

Plat of Annexation prepared by \_\_\_\_\_  
dated \_\_\_\_\_

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100 SOUTH MILWAUKEE BLVD, SUITE 363  
WILMINGTON, ILLINOIS 60091  
TEL: (630) 853-9364  
FAX: (630) 853-1371



A. P. SURVEYING COMPANY, P.C.  
LICENCE No. 184-003309

## PROFESSIONAL DESIGN FIRM - LAND SURVEYING CORPORATION PLAT OF ANNEXATION TO THE VILLAGE OF GLENVIEW, COOK COUNTY, ILLINOIS.

**PARCEL 1**  
ALL THAT PART OF LOTS 12 AND 13 IN "MILLER'S ADDITION TO GLENVIEW COUNTRYSIDE", BEING A SUBDIVISION OF PARTS OF SECTION 32 AND 33 IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THAT IS DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 12; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 12 A DISTANCE OF 57.50 FEET; THENCE NORTHEASTERLY IN A STRAIGHT LINE AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 12 A DISTANCE OF 175.00 FEET; THENCE SOUTHEASTERLY IN A STRAIGHT LINE AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 12 A DISTANCE OF 37.50 FEET TO A POINT IN SAID SOUTHERLY LINE OF SAID LOT 12; SAID POINT BEING 175.00 FEET NORTHEASTERLY OF THE SOUTHERLY MOST CORNER OF SAID LOT 12, AS MEASURED ALONG SAID SOUTHERLY LINE OF SAID LOT 12; THENCE EASTERLY IN A STRAIGHT LINE A DISTANCE OF 55.32 FEET TO A POINT IN A LINE 143.94 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 12 AND 13, SAID POINT ALSO BEING 182.10 FEET SOUTH OF THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LOT 12 WITH THE NORTH OF SAID LOT 12, AS MEASURED ALONG SAID PARALLEL LINE; THENCE CONTINUING EASTERLY IN A STRAIGHT LINE A DISTANCE OF 144.02 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 13, SAID POINT BEING 63.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 13, AS MEASURED ALONG SAID EAST LINE OF LOT 13; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 13 A DISTANCE OF 63.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 13 A DISTANCE OF 305.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 13 A DISTANCE OF 180.12 FEET TO THE POINT OF BEGINNING.

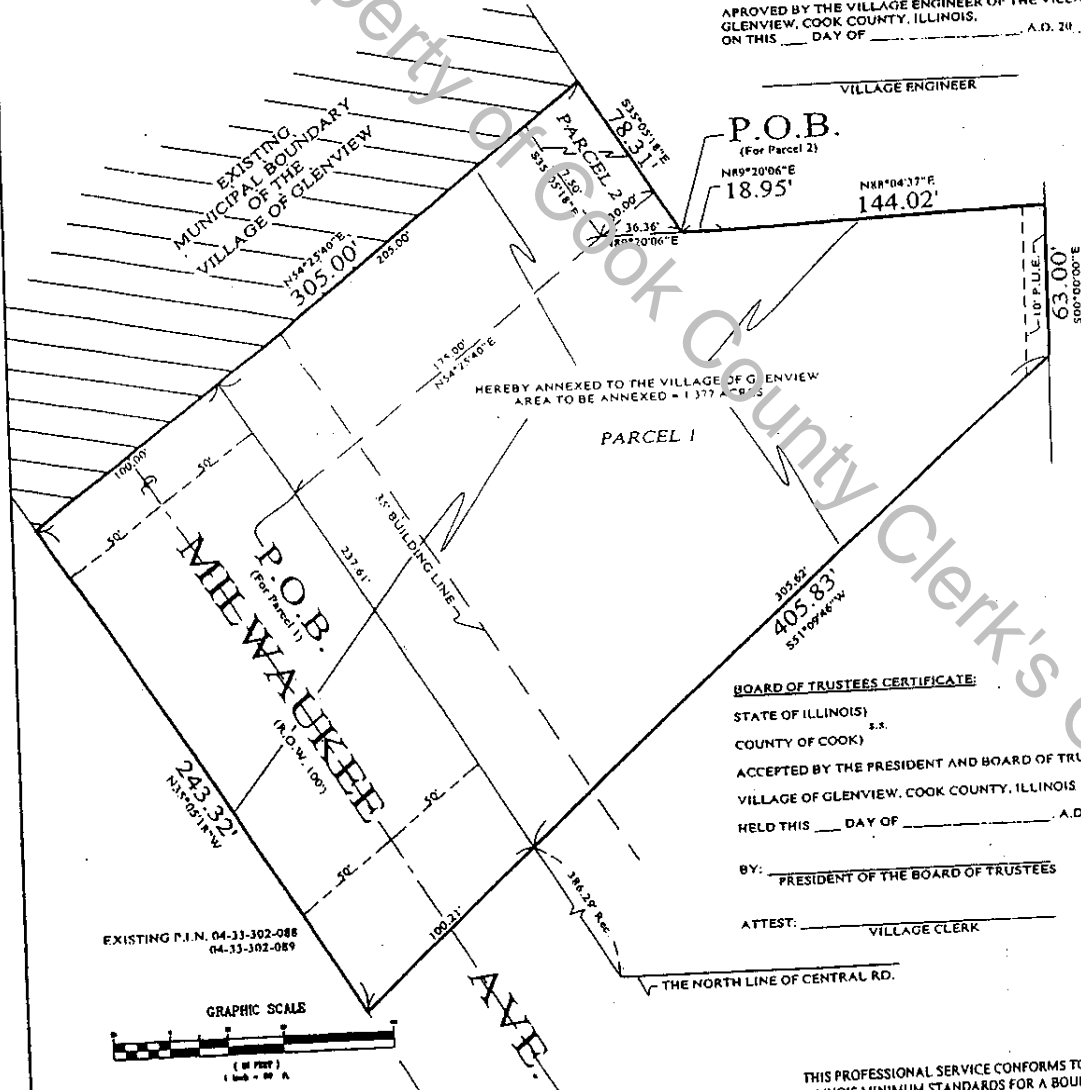
**PARCEL 2**  
ALL THAT PART OF LOTS 12 AND 13 IN "MILLER'S ADDITION TO GLENVIEW COUNTRYSIDE", BEING A SUBDIVISION OF PARTS OF SECTIONS 32 AND 34 IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 12 WITH THE NORTHWESTERLY LINE OF SAID LOT 12; THENCE SOUTH 182.10 FEET ALONG A STRAIGHT LINE PARALLEL WITH THE EAST LINE OF SAID LOTS 12 AND 13, THENCE WESTERLY, 18.95 FEET ALONG A LINE WHEN EXTENDED WESTERLY WOULD INTERSECT IN PARALLEL WITH THE EAST LINE OF SAID LOTS 12 AND 13, AT A POINT 175.00 FEET NORTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTHWESTERLY ALONG SAID LINE TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY A DISTANCE OF 36.37 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 13, 175.00 FEET NORTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 12, AS MEASURED ALONG SAID NORTHWESTERLY LINE OF SAID LOT 13; THENCE NORTHWESTERLY IN A STRAIGHT LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 12 A DISTANCE OF 37.50 FEET; SAID POINT BEING 175.00 FEET NORTHEASTERLY OF THE WESTERLY LINE OF SAID LOT 12, AS MEASURED SOUTHWESTERLY ALONG A LINE WHICH IS PARALLEL WITH THE SOUTHERLY MOST CORNER OF SAID LOT 12, SAID LINE'S INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID LOT 12, IS 57.50 FEET NORTHWESTERLY OF THE SOUTHWESTERLY LINE OF SAID LOT 12, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 12; THENCE NORTHEASTERLY IN A STRAIGHT LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 12, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 12, IS 57.50 FEET NORTHWESTERLY OF THE SOUTHWESTERLY LINE OF SAID LOT 12, AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 12; THENCE SOUTHEASTERLY IN A STRAIGHT LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOTS 12 AND 13 A DISTANCE OF 78.31 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS: 611 MILWAUKEE AVENUE, GLENVIEW, ILLINOIS.

**VILLAGE ENGINEER CERTIFICATE:**  
APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF GLENVIEW, COOK COUNTY, ILLINOIS,  
ON THIS \_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

VILLAGE ENGINEER

**P.O.B.**  
(For Parcel 2)  
N89°20'06"E  
18.95'  
N88°04'37"E  
144.02'



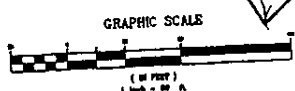
HEREBY ANNEXED TO THE VILLAGE OF GLENVIEW  
AREA TO BE ANNEXED - 1.377 ACRES

**BOARD OF TRUSTEES CERTIFICATE:**  
STATE OF ILLINOIS) s.s.  
COUNTY OF COOK)  
ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENVIEW, COOK COUNTY, ILLINOIS AT A MEETING  
HELD THIS \_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

BY: \_\_\_\_\_  
PRESIDENT OF THE BOARD OF TRUSTEES

ATTEST: \_\_\_\_\_  
VILLAGE CLERK

EXISTING P.I.N. 04-33-302-088  
04-33-302-089



UNLESS OTHERWISE NOTED HEREON THE BEARING BASIS, ELEVATION DATUM AND COORDINATE DATUM IF USED IS ASSUMED.

I HAVE MADE NO INDEPENDENT SEARCH OF THE RECORDS FOR EASEMENTS, ENCUMBRANCES, OWNERSHIP OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AS PART OF THIS SURVEY, BUT HAVE RELIED UPON THE INFORMATION SUPPLIED TO ME BY THE OWNER'S REPRESENTATIVE.  
I ALSO STATE THAT A TITLE COMMITMENT WAS NOT FURNISHED FOR THIS SURVEY.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 07-3171  
Scale: 1 inch = 50 feet  
Date: January 31, 2007.  
Ordered by: Mr. KEVIN PARK

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. DISTANCE ARE MARKED IN FEET AND DECIMAL PART THEREOF. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.  
State of Illinois, s.s.  
County of Cook  
We, A. P. SURVEYING COMPANY, P.C. do hereby certify that we have surveyed the above described property and that to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.

PROF. IL. LAND SURVEYOR No. \_\_\_\_\_  
Licence expiration: November 30, 2008.