

# UNOFFICIAL COPY

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into on this 3<sup>rd</sup> day of June, 2003 by and between HARRIS TRUST & SAVINGS BANK, as successor trustee to Harris Bank Winnetka, National Association, as Trustee under Trust Agreement Dated May 25, 1989 and known as Trust No. W3644, GUS PAPPAS and THE GLENVIEW INN, LTD. d/b/a MEIER'S TAVERN, on one hand, and ADELE COHEN, REUBEN COHEN, DANIEL KODROFF, RHONA KODROFF, VICTOR MARTINKA, LILIJA MARTINKA, HENRIA SANDACK, IRVING SANDACK, ALAN NIDETZ and LINDA NIDETZ, on the other hand:

WHEREAS, ADELE COHEN, REUBEN COHEN, DANIEL KODROFF, RHONA KODROFF, VICTOR MARTINKA, LILIJA MARTINKA, HENRIA SANDACK, IRVING SANDACK, ALAN NIDETZ and LINDA NIDETZ (Plaintiff) filed a lawsuit in the Circuit Court of Cook County pending before the Honorable Bernetta Bush and bearing Case No. 03 CH 6602:

WHEREAS, the lawsuit challenges certain activities by GUS PAPPAS and THE GLENVIEW INN, LTD. d/b/a MEIER'S TAVERN (Defendants) in relation to the Meier's Tavern property bearing the following legal description:

WHEREAS, HARRIS TRUST & SAVINGS BANK, as successor trustee to Harris Bank Winnetka, National Association, as Trustee under Trust Agreement Dated May 25, 1989 and known as Trust No. W3644 ("Trust") is the owner of land commonly known as 235 East Lake Avenue, bearing PIN 05-31-102-012 and its adjacent parcel to the east also known as 229 East Lake Avenue, bearing PIN 05-31-102-038, both parcels of which are under common ownership and use in Glenview, Illinois (such parcels being referred to herein as the "Meier's Parcel"), legally described as follows:

THAT PART OF THE NORTH 283.0 FEET OF LOTS 36 AND 37 (TAKEN AS A TRACT) AND MEASURED ON THE WEST LINE OF SAID LOT 36 WHICH LIES WESTERLY OF A 100.0 FOOT RIGHT-OF-WAY OF THE CHICAGO & NORTHWESTERN RY. CO. AND WHICH LIES EAST OF THE WEST 70.40 FEET THEREOF IN COUNTY CLERK'S DIVISION OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN COOK COUNTY, ILLINOIS.

AND

LOT 1 IN MARLOR'S MARK DRIVE SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. RECORDED APRIL 14, 1970, AS DOCUMENT 21133921.



Doc#: 0809116047 Fee: \$238.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/31/2008 01:29 PM Pg: 1 of 47

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK TRUSTEE, EITHER AFFIXED ON THIS OR ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, IS EXPRESSLY MADE A PART HEREOF

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## TO BE KNOWN UPON RESUBDIVISION AS

LOT 1 IN THE PAPADAKIS SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, GUS PAPPAS ("Pappas") is the beneficiary of the aforementioned trust and President of THE GLENVIEW INN, LTD. d/b/a MEIER'S TAVERN;

WHEREAS, THE GLENVIEW INN, LTD. d/b/a MEIER'S TAVERN ("Inn"), an Illinois corporation, is the operator of Meier's Tavern and the Meier's Parcel;

WHEREAS, the Trust, Pappas and the Inn are collectively referred to herein as the Meier's Owner but none of the terms hereof shall prejudice Pappas in his precautions to respect corporate formalities and maintain a distinct legal person known as the Inn;

WHEREAS, Alan and Linda Nidetz are inhabitants and the owners of land commonly known as 1326 Cariann Lane, Glenview, Illinois (referred to herein as the "Nidetz Parcel") and bearing the P.I.N. number 05-31-102-018 with a legal description as follows:

LOT 19 IN GLENETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

WHEREAS, Reuben and Adele Cohen are inhabitants and the owners of land commonly known as 230 Mark Drive, Glenview, Illinois (referred to herein as the "Cohen Parcel") and bearing the P.I.N. number 05-31-102-015 with a legal description as follows:

LOT 2 IN GLENETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

WHEREAS, Daniel and Rhona Kodroff are inhabitants and the owners of land commonly known as 1327 Cariann Lane, Glenview, Illinois (referred to herein as the "Kodroff Parcel") and bearing the P.I.N. number 05-31-102-014-0000 [to be filled in] with a legal description as follows:

LOT 1 IN GLENETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

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WHEREAS, Victor and Liliya Martinka are inhabitants and the owners of land commonly known as 228 Mark Drive, Glenview, Illinois (referred to herein as the "Martinka Parcel") and bearing the P.I.N. number ~~05-31-102-016-000~~ to be filled in with a legal description as follows:

LOT 3 IN GLENETT ESTATES. BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

WHEREAS, Henria and Irving Sandack are inhabitants and the owners of land commonly known as 224 Mark Drive, Glenview, Illinois (referred to herein as the "Sandack Parcel") and bearing the P.I.N. number 05-31-102-017 with a legal description as follows:

LOT 4 IN GLENETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

WHEREAS, this Declaration refers to the owners of the Nidetz Parcel, the Cohen Parcel, the Kodroff Parcel, the Martinka Parcel and the Sandack Parcel as the "Residential Parcels" and to the noted owners of such land as the "Residential Owners";

WHEREAS, Defendants have submitted the Meier's Parcel to the zoning process in the Village of Glenview, Cook County, Illinois in order to obtain a rezoning of the premises to the B-2 classification, obtain certain special use permits and delineate certain special use exceptions, all of which will be subject to ordinance and a private Declaration between Plaintiffs and Defendants which is attached hereto in form and substance as Exhibit "A"; and

WHEREAS, Plaintiffs and Defendants intend that this Settlement Agreement initially stay and then completely resolve and dispose of the dispute in the Litigation.

NOW THEREFORE, for lawful and valuable consideration, the mutuality and sufficiency of which is hereby acknowledge by Plaintiffs and Defendants, the parties agree as follows:

*Section One. Disposition of Litigation.* Plaintiffs and Defendants shall obtain an appropriate stay of the litigation pending performance of the Defendants and Plaintiffs in conjunction with this agreement and relieving Defendants of the obligation to file an answer or otherwise respond to the complaint in the litigation, said stay operating without prejudice to any rights and remedies of the Plaintiffs in the litigation. Upon the execution of the President of the Village of an ordinance contemplated by this Agreement and the Declaration attached as Exhibit "A", the litigation shall be dismissed through stipulation and an order that specifically provides for the retention of jurisdiction by the Court for all purposes relating to enforcement of this Agreement and the Declaration in compliance with the terms of the ordinance granting a special use, as well as compliance with the

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Declaration. Any owner at the time of dismissal requiring and obtaining relief through the enforcement of any term or provision of this order, the ordinance or the Declaration shall be entitled to apply to the Court, without filing a new lawsuit and any successful party in prosecuting and defending a term of this order shall be entitled to receive their attorney's fees, court costs and litigation expenses including but not limited to fees for witnesses and experts.

*Section Two. Public Hearing and Zoning Subdivision Relief.* On June 3, 2003, Defendants shall proceed to public hearing in relation to their requests for B-2 rezoning and a special use permit subject to restrictions and conditions reflected in the draft Special Use Ordinance with changes to reflect the terms of the Declaration acceptable for inclusion in the ordinances and resolutions. At such public hearing, Plaintiffs and Defendants will enter their stipulations of evidence under oath in order to create an adequate public record before the Village of Glenview Plan Commission and/or Village Board. Plaintiffs shall appear at said hearing through a representative to enter such stipulations and to express their objections subject to the statement that they have determined to resolve this matter through the specific terms of this Agreement, the Declaration, the issuance of an ordinance re-zoning the property to B2 and through the issuance of an ordinance granting a special use subject to specific conditions that have caused Plaintiffs to enter into this Agreement. Plaintiffs will appear at the Village Board meeting through a representative to provide similar statements. The approval of an ordinance in the form contemplated by the Declaration and draft ordinance will cause dismissal of this limitation. By agreeing to accept the terms of the ordinance contemplated by Exhibit "A" hereto, Plaintiffs and Defendants do not waive or relinquish any right, claim, relief or remedy which they may have in relation to the Subject Realty at any proceedings relating thereto except as stated in the Declaration. In the event the Village fails to approve all of the relief requested by the Defendants in the zoning proceeding before the Village, and in the event the Village fails to do so in the form contemplated by Exhibit A and the draft ordinance with supplements from the Declaration as it relates to the special use permit, Plaintiffs retain full right and ability to proceed with their lawsuit and to challenge the special use ordinance.

*Section Three. Declaration.* Simultaneous with the execution of this Agreement, Plaintiffs and Defendants are executing a Declaration attached hereto as Exhibit "A". The Declaration shall run with the land of each of the Plaintiffs and each of the Defendants and shall bind them to future performance and forbearance. The parties hereto agree that said Declaration shall bind them to performance and forbearance under the terms thereof, despite the fact that any City ordinance, state law or federal or state constitution right may provide them the right in addition to those contemplated by the Declaration and regardless of whether or not any federal, state or local law would not otherwise require forbearance from action under the terms of the Declaration. The terms of the Declaration shall be superior to the ordinances in controlling the conduct of the Defendants in relation to the Meier's Parcel and that the Declaration provides for rights and remedies which are above and beyond the terms of the ordinance or any other relief that might be granted by the Village of Glenview in relation to the Meier's Parcel. Plaintiffs and Defendants shall have full right and authority to enforce the terms of the Declaration regardless of whether those terms are reflected in or ignored by any Village ordinance. Nothing in the Declaration waives any requirement under the ordinances of the Village, however, to the extent that there is any deficiency contemplated by terms of the Declaration, Plaintiffs and all their owners, successors in interest, heirs, assigns, transferees,

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and representatives or attorneys shall be bound not to complain of any deficiencies provided they are expressly stated in the Declaration. Therefore, to the extent the Declaration provides for obligations of the Defendants in relation to the Meier's Parcel which are in excess of those required by local ordinance or state law, the Defendants, nonetheless shall comply with said terms.

*Section Three, Miscellaneous.*

A. Each party shall bear their own costs and fees in relation to the litigation and the participation in the zoning proceedings through the date of this Agreement.

B. In the event of a failure to perform any obligation under this Agreement, which failure shall hereinafter be referred to a "default", the non-defaulting party shall be entitled to enforce any and all rights and remedies under this Agreement in the Circuit Court of Cook County before the judge assigned to this case at the time of default, without filing a new action, all such rights and remedies being cumulative in nature. No exercise by a party of one right or remedy shall be deemed an election to exclusion of other rights or remedies. No waiver by a party of any defaults on the part of the others shall be deemed a continuing waiver on the part of any other party. No delay by a party in asserting its rights shall constitute a waiver, election or acquiescence by the party. The party which prevails in bringing or defending a claim of default shall be entitled to recover its reasonable attorneys', consultants' and other fees and costs and court costs incurred in the presentation or defense of the claim.

\* \* \* \* \*

IN WITNESS WHEREOF, the Meier's Owner, the Residential Owners and the mortgagee(s) of the Meier's Premises have hereunto set their hands and seals as of the date first above written.

SIGNATURE PAGES FOLLOW

**EXECUTED AND DELIVERED BY BANK TRUSTEE, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE, FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO. ANYTHING HEREIN TO THE CONTRARY NOT WITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKING AND AGREEMENTS HEREIN MADE, ARE MADE AND INTENDED NO AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE TRUSTEE, OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EXECUTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED. ALL SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL PARTIES HERETO, AND THOSE CLAIMING BY, THROUGH, OR UNDER THEM.**

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GUS PAPPAS

THE GLENVIEW INN, LTD.  
d/b/a MEIER'S TAVERN

Gus Pappas G.P.

By: Gus Pappas G.P.

Its: PRES

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Karen E. Evans  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003  
Karen E. Evans  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02  
Notary Public

HARRIS TRUST & SAVINGS BANK, as  
successor trustee to Harris Bank Winnetka,  
National Association, as Trustee under Trust  
Agreement Dated May 25, 1989 and known as  
Trust No. W3644

By: Kristin J. Osborne  
Assistant Trust Officer

# UNOFFICIAL COPY

ADELE COHEN

*Adele Cohen*

REUBEN COHEN

*Reuben Cohen*

Subscribed & Sworn to Before  
Me on this 3<sup>rd</sup> Day of June 2003  
"OFFICIAL SEAL"  
Karen E. Evans  
Notary Public, State of Illinois  
My Commission Expires 9-15-02  
*Karen E. Evans*  
Notary Public

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003  
"OFFICIAL SEAL"  
Karen E. Evans  
Notary Public, State of Illinois  
My Commission Expires 9-15-02  
*Karen E. Evans*  
Notary Public

DANIEL KODROFF

*DAN KODROFF*

RHONA KODROFF

*Rhona Kodroff*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> Day of June 2003  
"OFFICIAL SEAL"  
Karen E. Evans  
Notary Public, State of Illinois  
My Commission Expires 9-15-02  
*Karen E. Evans*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003  
"OFFICIAL SEAL"  
Karen E. Evans  
Notary Public, State of Illinois  
My Commission Expires 9-15-02  
*Karen E. Evans*

VICTOR MARTINKA

*Victor P. Martinka*

LILIJA MARTINKA

*Lilija Martinka*

Subscribed & Sworn to Before  
Me on this 3<sup>rd</sup> Day of June 2003

"OFFICIAL SEAL"  
Karen E. Evans  
Notary Public, State of Illinois  
My Commission Expires 9-15-02  
*Karen E. Evans*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003

"OFFICIAL SEAL"  
Karen E. Evans  
Notary Public, State of Illinois  
My Commission Expires 9-15-02  
*Karen E. Evans*

# UNOFFICIAL COPY

HENRIA SANDACK

*Henria Sandack*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> Day of June, 2003

*Karen E. Evans*  
Notary Public, State of Illinois  
My Commission Expires 9-15-02  
Notary Public

IRVING SANDACK

\_\_\_\_\_

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003

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

ALAN NIDETZ

*[Large scribbled signature]*

Subscribed & Sworn to Before  
Me on This 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

LINDA NIDETZ

*Linda Nidetz*

Subscribed & Sworn to Before  
Me on This 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02  
Notary Public

### Mortgagee Consent

Plaza Bank, first mortgagee upon the Meier's Parcel, hereby consents to the terms of this Declaration in its own behalf and in behalf of all of its parents, subsidiaries, sibling and affiliated entities, and its successors and assigns.

Plaza Bank

By: *Roger W. Kieffer*

Title: Vice Chairman

Attest: *Michael Dege*

Title: Vice President

Subscribed & Sworn to Before  
me this \_\_\_ day of June 2003.

*Karen L. Soderblom*  
Notary Public

OFFICIAL SEAL  
KATHLEEN L SODERBLOM  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 02/24/04



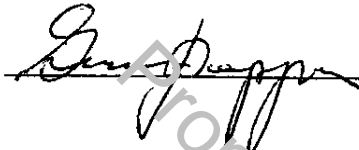
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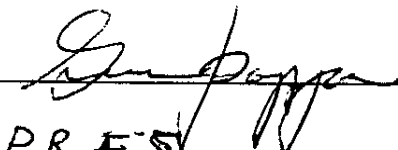
and warrants that he, she or it has the lawful authority to execute this document.

IN WITNESS WHEREOF, the Meier's Owner, the Residential Owners and the mortgagee(s) of the Meier's Premises have hereunto set their hands and seals as of the date first above written.

GUS PAPPAS

THE GLENVIEW INN, LTD.  
d/b/a MEIER'S TAVERN

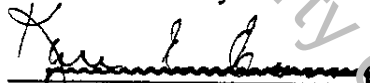
  
\_\_\_\_\_

By:   
\_\_\_\_\_

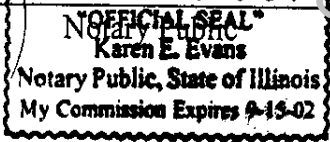
Its: PRES

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003

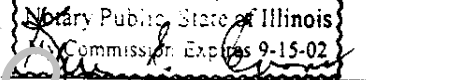
Attest: \_\_\_\_\_

  
\_\_\_\_\_

Title: \_\_\_\_\_



Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003

  
\_\_\_\_\_

Notary Public

HARRIS TRUST & SAVINGS BANK, as  
successor trustee to Harris Bank Winnetka,  
National Association, as Trustee under Trust  
Agreement Dated May 25, 1989 and known as  
Trust No. ~~W~~3644

By:   
\_\_\_\_\_

Assistant Trust Officer

# UNOFFICIAL COPY

FROM : Dr. R. Cohen

PHONE NO. : 8477248965

Jun. 16 2003 04:25PM

ADELE COHEN

*Adele Cohen*

REUBEN COHEN

*Reuben Cohen*

Subscribed & Sworn to Before Me on this 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

Subscribed & Sworn to Before me on this 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

DANIEL KODROFF

*Daniel Kodroff*

REONA KODROFF

*Reona Kodroff*

Subscribed & Sworn to Before Me on this 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

Subscribed & Sworn to Before me on this 3<sup>rd</sup> day of June 2003

*Karen E. Evans*  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

VICTOR MARTINKA

*Victor P. Martinka*

LILIA MARTINKA

*Lilia Martinka*

Subscribed & Sworn to Before Me on this 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

Subscribed & Sworn to Before me on this 3<sup>rd</sup> day of June 2003

*Karen E. Evans*  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

HENRIA SANDACK

*Henria Sandack*

IRVING SANDACK

*Irving Sandack*

Subscribed & Sworn to Before me on this 3<sup>rd</sup> Day of June, 2003

*Karen E. Evans*  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

Subscribed & Sworn to Before me on this 3<sup>rd</sup> day of June 2003

*Kimberly L. Gerster*  
Notary Public

**"OFFICIAL SEAL"**  
KIMBERLY L. GERSTER  
Notary Public, State of Illinois  
My Commission Expires 03/22/2006

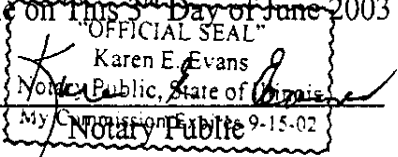
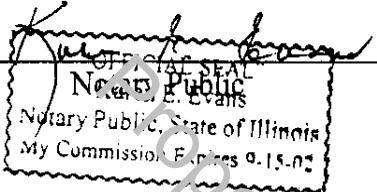
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ALAN NIDETZ

*[Handwritten signature of Alan Nidetz]*  
\_\_\_\_\_  
Subscribed & Sworn to Before  
Me on This 3<sup>rd</sup> Day of June 2003

LINDA NIDETZ

*[Handwritten signature of Linda Nidetz]*  
\_\_\_\_\_  
Subscribed & Sworn to Before  
Me on This 3<sup>rd</sup> Day of June 2003



### Mortgagee Consent

Plaza Bank, first mortgagee upon the Meier's Parcel, hereby consents to the terms of this Declaration in its own behalf and in behalf of all of its parents, subsidiaries, sibling and affiliated entities, and its successors and assigns.

Plaza Bank

By: *[Signature: Roger W. Keffler]*

Title: Vice Chairman

Attest: *[Signature: Michael W. Szalay]*

Title: Vice President

Subscribed & Sworn to Before  
me this \_\_\_ day of June 2003.

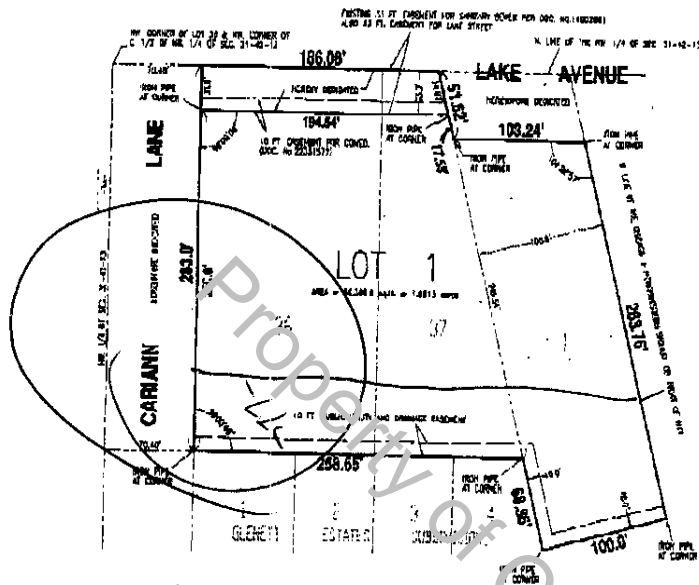
*[Signature: Kathleen L. Soderblom]*  
\_\_\_\_\_  
Notary Public



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## PAPADAKIS SUBDIVISION IN

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 43 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



*Handwritten notes:*  
 1287  
 1287  
 1287

Consent, designation for marked, underground and surface public utilities...  
 It shall include the right to enter the subdivided property for all such public...  
 Such easements shall further be for the purpose of maintenance of road...  
 Such easements shall further be for the purpose of maintenance of road...  
 Such easements shall further be for the purpose of maintenance of road...

### DRAINAGE CERTIFICATION:

To the best of my knowledge and belief the drainage of surface waters will not be changed by the...  
 To the best of my knowledge and belief the drainage of surface waters will not be changed by the...  
 To the best of my knowledge and belief the drainage of surface waters will not be changed by the...

STATE OF ILLINOIS) ss  
 COUNTY OF COOK) ss  
 HARRIS BANK TRUSTEEKA  
 (By Name of Trustee)

Witness my hand and Notarial Seal, this \_\_\_ day of \_\_\_, A.D. 20\_\_

STATE OF ILLINOIS) ss  
 COUNTY OF COOK) ss

I, a Notary Public, in and for said County, in the State aforesaid,  
 do hereby certify that...  
 do hereby certify that...  
 do hereby certify that...

STATE OF ILLINOIS) ss  
 COUNTY OF COOK) ss

Plaza Bank  
 Notary Public

Witness my hand and Notarial Seal, this \_\_\_ day of \_\_\_, A.D. 20\_\_

STATE OF ILLINOIS) ss  
 COUNTY OF COOK) ss

Notary Public  
 Witness my hand and Notarial Seal, this \_\_\_ day of \_\_\_, A.D. 20\_\_

STATE OF ILLINOIS) ss  
 COUNTY OF COOK) ss

Approved by the Village Engineer of the Village of Glenview, Illinois, this \_\_\_ day of \_\_\_, A.D. 20\_\_

STATE OF ILLINOIS) ss  
 COUNTY OF COOK) ss

Approved by the President and Board of Trustees of the Village of Glenview, Illinois, this \_\_\_ day of \_\_\_, A.D. 20\_\_

STATE OF ILLINOIS) ss  
 COUNTY OF COOK) ss

B.H. SUHR & COMPANY, INC. does hereby certify that it has surveyed the following described property for the purpose of Subdividing it into one (1) Lot as shown hereon:  
 Parcel 1: That part of The North 282 ft. of Lots 36 & 37 (taken as one tract) and measured on the N line of said Lot 36, lying East of the West 75.40 ft. thereon, in said City of Glenview, Section 31, Township 43 North, Range 13 East of the Third Principal Meridian, which is a part of a 100 ft. right way of the Chicago & Northwestern Railway Company, all in Cook County, Illinois.

Parcel 2: Lot 1 in Menor's Mark Drive Subdivision of that part of the East 1/2 of the Northwest quarter Section 31, Township 43 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, recorded April 14, 1970, as document 2113392.

Dimensions are shown in feet and decimal parts thereof and are correct to 1/100th of a foot.  
 It further certifies that the property shown hereon is situated in Zone "A", unless determined to be outside 500-year floodplain as designated by the Federal Emergency Management Agency, as per FEMA, Number 1705100234 F, dated November 6, 2000.

It further certifies that the plat hereon drawn is a correct representation of said survey and subdivided.  
 Dated at Evanston, Illinois, this 22th day of May, A.D. 2003

**B.H. SUHR & COMPANY, INC.**  
 SURVEYORS  
 140 CHESTER AVENUE, EVANSTON, ILLINOIS 60120  
 TEL: (847) 864-4313 | FAX: (847) 864-4341  
 E-MAIL: SURVEYORS@BHSUR.COM  
 ORDER NO. 95-328-C QUANTITY MAY 20 03  
 ORDER BY STEVEN MESSNER & ASSOCIATES

Calling P.I.N.  
 865-31-102-012  
 865-31-102-038

SEND TAX BILL TO:

SUBMITTED BY AND RETURN PLAT TO:  
 VILLAGE OF GLENVIEW  
 DEPARTMENT OF PUBLIC WORKS  
 1225 WAUKEGAN ROAD  
 GLENVIEW, ILLINOIS 60025

**UNOFFICIAL COPY**

THIS INSTRUMENT PREPARED BY AND MAIL TO:

Steven Messner, Esq.  
444 Skokie Boulevard  
Wilmette, Illinois 60091

AND

Mark W. Daniel, Esq.  
Rathje & Woodward  
300 East Roosevelt Road, Suite 300  
Wheaton, Illinois 60187

(above space for use of Recorder's office only)

**DECLARATION OF COVENANTS AND RESTRICTIONS & GRANT OF EASEMENT**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS & GRANT OF EASEMENT ("Declaration") is made and entered into by and between the Declarants, GUS PAPPAS, HARRIS TRUST & SAVINGS BANK, as successor trustee to Harris Bank Winnetka, National Association, as Trustee under Trust Agreement Dated May 25, 1989 and known as Trust No. ~~W~~L3644 ("Trust"), and THE GLENVIEW INN, LTD. d/b/a MEIER'S TAVERN, on one hand, and ADELE COHEN, REUBEN COHEN, DANIEL KODROFF, RHONA KODROFF, VICTOR MARTINKA, LILIJAMARTINKA, HENRI SANDACK, IRVING SANDACK, ALANNIDETZ and LINDA NIDETZ, on the other hand, on this 3<sup>rd</sup> day of June, 2003:

**RECITALS**

WHEREAS, HARRIS TRUST & SAVINGS BANK, as successor trustee to Harris Bank Winnetka, National Association, as Trustee under Trust Agreement Dated May 25, 1989 and known as Trust No. L3644 ("Trust") is the owner of land commonly known as 235 East Lake Avenue, bearing PIN 05-31-102-012 and its adjacent parcel to the east also known as 229 East Lake Avenue, bearing PIN 05-31-102-038, both parcels of which are under common ownership and use in Glenview, Illinois (such parcels being referred to herein as the "Meier's Parcel"), legally described as follows:

THAT PART OF THE NORTH 283.0 FEET OF LOTS 36 AND 37 (TAKEN AS A TRACT) AND MEASURED ON THE WEST LINE OF SAID LOT 36 WHICH LIES WESTERLY OF A 100.0 FOOT RIGHT-OF-WAY OF THE CHICAGO & NORTHWESTERN RY. CO. AND WHICH LIES EAST OF THE WEST 70.40 FEET THEREOF IN COUNTY CLERK'S DIVISION OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN COOK COUNTY, ILLINOIS.

AND

LOT 1 IN MARLOR'S MARK DRIVE SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 42 NORTH, RANGE

**EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK TRUSTEE, EITHER AFFIXED ON THIS OR ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, IS EXPRESSLY MADE A PART HEREOF**

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13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
RECORDED APRIL 14, 1970, AS DOCUMENT 21133921.

*TO BE KNOWN UPON RESUBDIVISION AS*

LOT 1 IN THE PAPADAKIS SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, GUS PAPPAS ("Pappas") is the beneficiary of the aforementioned trust and President of THE GLENVIEW INN, LTD. d b a MEIER'S TAVERN;

WHEREAS, THE GLENVIEW INN, LTD. d/b/a MEIER'S TAVERN ("Inn"), an Illinois corporation, is the operator of Meier's Tavern and the Meier's Parcel;

WHEREAS, the Trust, Pappas and the Inn are collectively referred to herein as the Meier's Owner but none of the terms hereof shall prejudice Pappas in his precautions to respect corporate formalities and maintain a distinct legal person known as the Inn;

WHEREAS, Alan and Linda Nidetz are inhabitants and the owners of land commonly known as 1326 Cariann Lane, Glenview, Illinois (referred to herein as the "Nidetz Parcel") and bearing the P.I.N. number 05-31-102-018 with a legal description as follows:

LOT 19 IN GLENETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

WHEREAS, Reuben and Adele Cohen are inhabitants and the owners of land commonly known as 230 Mark Drive, Glenview, Illinois (referred to herein as the "Cohen Parcel") and bearing the P.I.N. number 05-31-102-015 with a legal description as follows:

LOT 2 IN GLENETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

WHEREAS, Daniel and Rhona Kodroff are inhabitants and the owners of land commonly known as 1327 Cariann Lane, Glenview, Illinois (referred to herein as the "Kodroff Parcel") and bearing the P.I.N. number 05-31-102-014-0000 [~~to be filled in~~] with a legal description as follows:

LOT 3 IN GLENETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42

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NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

WHEREAS, Victor and Liliya Martinka are inhabitants and the owners of land commonly known as 228 Mark Drive, Glenview, Illinois (referred to herein as the "Martinka Parcel") and bearing the P.I.N. number ~~05-31-102-017~~ [to be filled in] with a legal description as follows:

05-31-102-016-0000

LOT 3 IN GLENETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

WHEREAS, Henria and Irving Sandack are inhabitants and the owners of land commonly known as 224 Mark Drive, Glenview, Illinois (referred to herein as the "Sandack Parcel") and bearing the P.I.N. number 05-31-102-017 with a legal description as follows:

LOT 4 IN GLENETT ESTATES, BEING A SUBDIVISION OF PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 19013560.

WHEREAS, this Declaration refers to the owners of the Nidetz Parcel, the Cohen Parcel, the Kodroff Parcel, the Martinka Parcel and the Sandack Parcel as the "Residential Parcels" and to the noted owners of such land as the "Residential Owners";

WHEREAS, this Declaration shall apply to each and all the parcels individually and collectively and all parties hereto intend that this Declaration be recorded upon and against the Meier's Parcel and the Residential Parcels to place all current and future owners and holder of any interest therein on notice of and bind them to the provisions of this Declaration:

WHEREAS, the restrictions in this Declaration are required to preserve the high character of use and occupancy of the Residential Parcels and their neighborhood while also permitting the Meier's Parcel to gain the higher character of use and occupancy intended by a change in zoning particularly to permit an outdoor restaurant area or other limited uses as set forth herein;

WHEREAS, the restrictions in this Declaration are intended to avoid the consequences of protracted litigation, of a zoning dispute regarding the use and development of the Meier's Parcel, of a diminution in value caused by an injection of a commercial use unanticipated by the Residential Owners and the neighborhood of the Residential Parcels and a continued ceiling on the value and development opportunities that have previously been the source of decades of discord between owners the Residential Parcels and owners of the Meier's Parcel (many of which have resulted from a lack of motivation and opportunity to improve the Meier's Parcel due to its status as a nonconforming use):

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WHEREAS, by this Declaration, the Meier's Owner intends to declare the Meier's Parcel subject to a restrictive covenant that will serve as a private land control device by which certain uses of land shall be prohibited for the benefit of the owners of neighboring land referred to herein as the residential owners, in perpetuity, provided that if the land be developed for single family residential use of a density and complying with bulk requirements, setback and yard requirements consistent with the Residential Parcels, this Declaration shall be of no effect according to the terms hereof:

WHEREAS, by this Declaration, the Meier's Owner intends to commit to certain zoning requests and bind the Meier's Owner and the Meier's Parcel to the acceptance of zoning relief from the Village of Glenview ("Village") as more particularly set forth herein and to forebear from pursuit of any relief which may alter the development of the Meier's Parcel contemplated hereby even if the same may be granted by the Village; and

WHEREAS, the purpose of the Declaration is to create easements upon the Residential Parcels, with the exception of the Nidetz Parcel, for the benefit of the Meier's Parcel and upon the Meier's Parcel for the benefit of the Residential Parcels; and

WHEREAS, the purpose of this Declaration is to impose a series of restrictive covenants binding the Meier's Parcel in order to permit the Meier's Owner and any subsequent owner who holds the Meier's Parcel, either beneficially or legally, to carry out a scheme of improvement and development upon the Meier's Parcel, to improve conditions upon the Meier's Parcel and, in some respects, beyond the Meier's Parcel for the neighboring owners, and to provide a benefit to the Meier's Parcel through the waiver and relinquishment of certain rights by the residential owners in relation to the Residential Parcels;

WHEREAS, Meier's Tavern owner and the residential owners hereby consent to the execution of this document and its recording for the purpose of notifying all others of the terms and conditions of this declaration for the purpose of binding all future owners, trustees, beneficiaries, successors in interest, devisees, heirs, agents, and other individuals or entities claiming by or through their ownership, possession or occupation of any of the parcels subjected to this Declaration pursuant to the terms hereof;

WHEREAS, the Residential Owners have filed a lawsuit in the Circuit Court of Cook County, Chancery Division, pending and undetermined at this time before the honorable Judge Bernetta Bush and bearing case number 03 C 6602 ("Litigation"), the Residential Owners have alleged in public proceedings at the Village that they will suffer a diminution in property values and other adverse impacts and effects upon redevelopment of the Meier's Parcel in excess of the rights granted the Meier's Owner pursuant to local ordinance and state law governing non-conforming uses and various forms of zoning relief;

WHEREAS, the Residential Owners and the Meier's Owner have prepared for a full public hearing with opposition to the development by the Residential Owners and support for the development presented by the Meier's Owner;



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WHEREAS, the Meier's Tavern owner has denied these impacts and denies the claims in the Litigation but acknowledges that the Residential Owners were prepared with expert witnesses to dispute the pertinent issues related to zoning approvals and to create a record of the undue adverse impact and diminution in property value caused to the residential properties by the redevelopment of the Meier's Tavern premises as initially proposed:

WHEREAS, the Meier's Owner has determined to provide for responsible development on the Meier's Parcel in the form and condition reflected in the attached exhibits;

WHEREAS, by and through its Declaration of Covenants, the Residential Owners and the Meier's Owner are agreeing to private restrictions between them and the owner of the Meier's Tavern that will, as between the Meier's Owner and the Residential Owners, be superior to and have priority against local Village ordinances and state laws to the extent any issue between the Residential Owners and the Meier's Owner arises in the future in regard to any of the terms and conditions of this Declaration;

WHEREAS, the Meier's Owner acknowledges the importance of his development of the Meier's Parcel in compliance with all applicable state laws and regulations, however, in addition to any performance required or any forbearance mandated by the state laws and ordinances, the Meier's Owner hereby declares the Meier's Tavern property subject to this Declaration;

WHEREAS, the parties hereto acknowledge they have had the assistance of counsel as well as planning, appraisal, engineering and landscaping professionals in expressing their intentions, consent and knowing and voluntary consent to enter into this Declaration and subject the Meier's Parcel and the Residential Parcels to this Declaration;

WHEREAS, this Declaration contains no promise, covenant or restriction by any means which affects any real property by limiting, restraining, prohibiting or otherwise providing against the sale, grant, gift, transfer, assignment, conveyance, ownership, lease, rental, use, or occupancy of any real property to or by an person on account of race, creed, color, national origin, or ancestry;

WHEREAS, nothing in this Declaration provides a prohibition or required forbearance in relation to any obligation on the basis of religion, age, or disability;

WHEREAS, by executing this Declaration, no owner of land is working in conjunction with, jointly with, in partnership with, or in any other sort of concerted action with any other owner and this Declaration applies to and shall serve each individual owner of the Residential Parcels and the Meier's Parcel, now and in the future, whether it be one or more of the Residential Owners and the Meier's Owner;

WHEREAS, by execution of this Declaration as to each of their respective properties, no Residential Owner is now or ever consenting to or controlling development or making development decisions which may be governed by any applicable federal, state and local laws or regulations, including but not limited to the Village's ordinances, the Americans with Disabilities Act, the

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Illinois Environmental Barriers Act, and any regulations adopted thereunder which also include the Illinois Accessibility Code promulgated by the Illinois Capital Development Board;

WHEREAS, the decisions as to allowable or permissible development on the Meier's Parcel or on any one of the Residential Parcels shall be the decisions only of the owner or owners of the parcel upon which any decision is made but shall at all times comply with the terms of this Declaration and the terms of all applicable federal, state and local laws or regulations then applicable;

WHEREAS, in the event any one or more of the Covenants and Restrictions contained herein is ruled to be invalid, unconstitutional, unenforceable or illegal for any reason, said ruling or holdings shall not effect the remainder of this covenant unless the ultimate effect is to cause a loss to one of the covenanting parties that destroys all of the substantial and material benefits of this Declaration to the covenanting parties;

WHEREAS, the consideration from the Residential Owners for the easement, covenants and promises of the Meier's Owner includes but is not limited to dismissal of the Litigation brought by the Residential Owners against the Meier's Owner and the agreement of the Residential Owners, with the exception of the owners of the Nidetz Parcel, to continue in existence their respective fences;

WHEREAS, the consideration from the Meier's Owner for the easement, covenants and promises of the Residential Owners includes but is not limited to presentation of a evidence in the Village zoning proceedings pertaining to the Meier's Parcel that has been previously agreed to as the maximum permissible development to be authorized by Village ordinance, limitations on development of the Meier's Parcel now and in the future, maintenance and repair or replenishment of landscaping and other buffers, installation, maintenance and repair of storm water improvements and other performance more particularly described herein.

## DECLARATION

NOW THEREFORE, for lawful and valuable consideration, the sufficiency and mutuality of which is hereby acknowledged by all parties to this declaration, Harris Trust & Savings Bank, as successor trustee to Harris Bank Winnetka, National Association, as Trustee under Trust Agreement Dated May 25, 1989 and known as Trust No. L3644, Gus Pappas and The Glenview Inn, Ltd., d/b/a Meier's Tavern, on one hand, Adele Cohen, Reuben Cohen, Daniel Kodroff, Rhona Kodroff, Victor Martinka, Lilija Martinka, Henria Sandack, Irving Sandack, Alan Nidetz and Linda Nidetz, on the other hand, hereby submit their land in perpetuity to the following declaration:

### **1 INCORPORATION OF RECITALS, EXHIBITS & MEIER'S ACKNOWLEDGMENT**

1.01 The Recitals above and the exhibits to this Declaration are incorporated into the terms of this Declaration as though they were fully restated and repeated herein. However, if there is a

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more specific term of this Declaration that applies to a subject, the term of this Declaration shall apply. The exhibits incorporated into this Declaration are as follows:

- |         |             |  |
|---------|-------------|--|
| 1.01.01 | Exhibit "A" | Future Conditions Site Plan (Haeger Eng., Last Rev. 6-3-03)    |
| 1.01.02 | Exhibit "B" | Plat of Subdivision (as attached and edited by hand on 6-3-03) |
| 1.01.03 | Exhibit "C" | Landscape Plan (Bertog Landscaping Co., Last Rev. 5-21-03)     |

- 1.02 The Meier's Owner acknowledges and agrees as follows: this Declaration is to be relied upon by the Residential Owners as a Declaration that benefits the Residential Parcels; this Declaration will cause and has caused the Residential Owners to simply state their position in relation to the development of the Meier's Parcel and will cause and has caused the Residential Owners to forebear from prosecution of the Litigation and future action to prevent the expansion of a nonconforming use of land and alterations to nonconforming structures, among other things; and the determination of the Residential Owners not to challenge the Meier's Owner will be a controlling factor in the Meier's Owner's decision to proceed with applications for zoning relief and a substantial factor in the Village's review of the zoning relief sought.

## 2 DEFINITIONS

- 2.01 The terms defined in the Recitals shall have the meanings assigned them.
- 2.02 The terms "owner" and "owners", to whatever extent it may be qualified as Residential Owners, Meier's Owner, or Fence Owners or otherwise, shall mean all current and future owners, tenants, assignees, heirs, devisees and licensees and all others claim by or through their right of ownership, possession or occupancy in the property held by such owner.
- 2.03 Notwithstanding anything herein or in Exhibit "C" (despite its use of categories of plants) to the contrary, "year-round green" shall serve as a qualifier of the type of evergreen landscape plantings required to buffer the parking lot and garage structures with trees or shrubs or plantings that do not loose their limbs or leaves in cold months and that daily serve to completely screen parking and structures without regard to season. The depiction in Exhibit "C" of other landscaping shall not apply and year-round green landscaping.
- 2.04 The term "Public Hearing" shall mean that public hearing following lawful notice and opening on June 3, 2003 in the Village and continued for one meeting in the event plan changes are required as a result of input from the Village.

## 3 FENCE EASEMENT FOR THE BENEFIT OF MEIER'S PARCEL

- 3.01 The Residential Owners, with the exception of the owners of the Nidetz Parcel, are referred to herein this Article 3 as the Fence Owners. The Fence Owners have heretofore constructed various fences extending along the northern end of their Residential Parcels for the purpose of screening their parcels from the Meier's Parcel and the use or uses thereon. The Meier's

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Owner shall repair, maintain and replace the fences extending on the northern property line of the Fence Parcels and in doing so shall not injure or damage the Fence Parcels. The Fence Owners shall not take action that damages or causes accelerated deterioration of the fences. Prior to initiating work to repair, maintain or replace any fence, the Meier's Owner shall obtain the approval of the Fence Owners which approval shall not be unreasonably withheld. The Meier's Owner and the Fence Owners acknowledge the fences are in varying conditions and may require different work schedules, some requiring work sooner than others.

- 3.02 The Meier's Owner acknowledges that a fence is required to screen the use of the Meier's Parcel from surrounding residential uses, including the Residential Parcels and the Cariann Lane right-of-way. The Fence Owners acknowledge that their fences serve as one means of screening the Residential Parcels from the Meier's Parcel and the uses thereon and that the Meier's Parcel is now relying upon, and it will continue to rely upon, said fences for the purpose of establishing it has a sufficient amount of screening as defined by the Village's ordinances. In this reliance, the Meier's Owner, without objection from the Fence Owners, will represent to the Village that the Fence Owners wish to continue in existence their respective fences and to avoid a circumstance wherein the Meier's Owner would be required to construct a second fence on the Meier's Parcel.
- 3.03 This Article 3 imposes no obligation on the part of the Fence Owners other than to allow the Meier's Owner access to the necessary Residential Parcels for the purpose of repairing and maintaining or replacing portions of the fences which run generally from east to west along the north lot line of the Residential Parcels held by the Fence Owners. The Meier's Owner will maintain, repair and replace these portions of the Fence Owner's fences or pay the expense of doing so. In the event of a failure of the Meier's Owner to repair, maintain or replace a portion of the fence, the Fence Owner owning that portion of the fence will have the option after twenty (20) days written notice to the Meier's Owner, to do so and subsequently seek payment from the Meier's Owner. The Meier's Owner will obtain a no-lien commitment from any contractor(s) retained by it to perform said work and such commitment will preclude the contractor(s) from recording any lien of any type on the Residential Parcels upon which work is performed. The Meier's Owner shall indemnify, defend and hold the Fence Owners harmless from and against from all claims, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, witness fees and court costs incurred by or brought against all or any one of the owners of the Fence Parcels or their residential association, if any, as a result of the use of the rights granted in this Article 3. The Fence Owners shall have the right to retain their own counsel and to settle any claim against one or more of them as one or more of the Fence Owners may deem appropriate. The Meier's Owner shall insure that all contractors performing work on the property(ies) of the Fence Owners shall have adequate insurance against damage to property (including underground or above-ground utility installations), personal injury or death or dismemberment with a minimum coverage of \$1,000,000.00 combined single limit. Such insurance shall be verified through a certificate of insurance naming the Meier's Owner and the relevant Fence Owner(s) as additional insureds. The certificate shall provide for no cancellation of the policy absent twenty (20) days advance written notice to the Meier's

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Owner and the relevant Fence Owner(s).

- 3.04 The Meier's Owner shall accomplish any work on the Residential Parcels within seven (7) days of its initiation, weather permitting, and all work shall be confined to an area which is no greater than that area falling within ten (10) feet from the north property line of the Residential Parcels.
- 3.05 The Residential Owners shall, if asked at the Public Hearing, confirm that the fences on the north lines of the properties of the Fence Owners shall serve as a portion of the adequate screening between the Meier's Parcel and the Residential Parcels.

## 4 RIGHTS IN RELATION TO DETENTION AREA

- 4.01 Upon receipt of Village authorization, the Meier's Owner shall proceed with several efforts to redevelop, improve or add on to the improvement and fixtures upon Meier's Parcel. The Meier's Owner agrees to adequately install and complete a detention area located as depicted in Exhibit "A" for the purposes of collecting and holding, temporarily, storm water run-off from the Meier's Parcel and from certain of the Residential Parcels. As a part of the installation of the detention area, as indicated in Exhibit "A", the Meier's Owner will be installing certain underground improvements to further the effectiveness of the detention area to serve the Meier's Parcel and the Residential Parcels from which storm water flows naturally.
- 4.02 The Meier's Owner shall have access to the Residential Parcels, except the Nidetz Parcel, for the purposes of installing necessary underground improvements which will serve to carry naturally-flowing storm water from the Residential Parcels into the detention area. If the Meier's Owner must remove an improvements on the Residential Parcels to accomplish installation, then it shall replace them in the same condition in which they existed on the date of removal. Further, the Meier's Owner commits to all of the same insurance, indemnification and other terms of Section 3.03, the work area terms of Section 3.04 and the work plan approval provisions of Section 3.01 in respect to the detention area improvements that may extend onto the Residential Parcels.
- 4.03 The Meier's Owner hereby grants to the Residential Owners an easement for the purposes of maintaining, repairing or replacing aspects of the detention area in the event the Meier's Owner fails to do so and such failure leads to ponding or aggregation of storm water on the Residential Parcels or within either of the rights-of-way of Cariann Lane or Mark Street during storms which do not exceed the intensity of storms for which the detention area was designed. Such rights of the Residential Owners shall not mature until (a) the Meier's Owner fails to maintain the detention area, (b) the Residential Owners have first provided written notice and photographs reflecting the effects of a relevant storm to the Village and to the Meier's Owner and (c) afforded the Meier's Owner twenty (20) business days within which to cure the failure(s) noted. If cure is impossible with twenty (20) days, the Meier's Owner, in order to avoid action to cure the deficiencies by the Residential Owners, shall

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provide a written plan for cure within twenty (20) days from the date of the notice to the Village and Meier's Owner and such written plan shall provide for cure by the earliest possible date. If the Residential Owners take any action to maintain, repair or replace aspects of the detention area, they shall do so as follows:

- 4.03.01 The Residential Owners commit to all of the insurance terms of Section 3.03 which shall be deemed adjusted herein by requiring the mandate for insurance to apply to the contractors retained by the Residential Owners and for the benefit of the Residential Owners and the Meier's Owner.
- 4.03.02 The Residential Owners shall be entitled to a work area easement of no greater than necessary but not less than an area of the detention area and twenty (20) linear feet in every direction from the detention area and any improvement serving the detention area plus a route for ingress and egress. Any work performed on the detention area shall not be performed after 4:00 p.m.
- 4.03.03 The Residential Owners shall be entitled to recover their expenses in maintaining, repairing or replacing aspects of the detention area.
- 4.04 The Meier's Owner shall utilize proper site precautions and alterations to repair and maintain grades to initial levels to avoid the collection of water or ponding and to avoid the creation of wetland areas or water-saturated soils in the portion of the Meier's Parcel east of the existing garages and south of the east-west line formed by the south wall of the garages as such line extends to the east property line of the Meier's Parcel.

4.05 The detention will be a dry bottom detention.

## 5 MINIMUM YARD SITE IMPROVEMENTS AND SET BACKS

- 5.01 Rear yard. Except as provided in this Article 5, no above ground improvements shall be located at any point closer than that line which is 77 feet north of a line running parallel to the south 258.65 foot Meier's Parcel lot line shared with the Residential Parcels and extending the full length of the Meier Parcel (continuing to the eastern edge of Parcel 2 as depicted in Exhibit "B").
- 5.02 Rear Yard Detention. The Meier's Owner may install the detention area in the rear yard. The Meier's Owner may maintain the stucco garage and the brick garage according to the terms of this Declaration. In doing so, the Meier's owner will not allow them to become unsightly or to fall into disrepair.
- 5.03 Rear Yard Improvements Accessory to Parking Area. The Meier's Owner may install lighting for the parking areas on the Meier's Parcel within a five-foot curtain surrounding the parking area. The lighting shall be installed according to the terms of this Declaration.

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- 5.04 Rear Yard Existing Garages. Until that point where the garages suffer destruction to less than fifty percent of their value and provided the Meier's Owner complies with the terms of this Declaration, the Meier's Owner may maintain and repair the existing garages in their current position as reflected in Exhibit "A". The Meier's Owner shall not enlarge or extend the garages. The Meier's Owner will (a) protect, maintain and, if necessary, replace the existing line of tall trees just west of the garages and (b) install, maintain and, if necessary, replace year-round green landscaping which will grow from the grade west and south of the garages to the height of the garages in such a fashion as to fully conceal the garages from the view of the Residential Parcels.
- 5.05 Rear Yard Landscaping. With the exception of areas that are wooded in the southeast quadrant of the Meier's Parcel, the rear yard shall be fully landscaped with a grassy area which shall include a dry bottom detention area and berms, as set forth in Exhibit "A". The Meier's Owner shall install a berm on the west half of the property which shall be located immediately south of existing row of evergreens and north of the detention area (the location of said berm is depicted in Exhibit "A"). The berm be three feet tall and be planted with grass, minimally, and such other landscaping elected by the Meier's Owner.
- 5.05.01 The rear yard shall also, at all locations, contain a ring of evergreens or year-round green shrubs of a height sufficient to cut headlight glare at the edge of the parking areas, as more particularly set forth in Exhibit "A" and Exhibit "C".
- 5.05.02 The evergreens directly south of the 90-degree parking spaces shall be preserved, installed and maintained in such a fashion as to create a continuous wall of year-round green trees that will reach a height sufficient to cut the view of the parking lot area from the second floor of the Residential Parcels. These evergreens will stop at the current location of tall existing trees running in a northerly line just west of the stucco garage, provided that the end-point of the evergreens shall be extended with evergreens other than spruces to a point fifteen feet east of the easternmost garage if evergreens are a reasonable form of year-round screening for the garages from the Residential Uses.
- 5.05.03 In the event any area located east of the easternmost garage is utilized for parking or circulation of vehicles, there shall be a solid line of four-foot high year-round green plantings on top of a 3-foot high berm extending eastward to the far eastern edge of the future expanded parking lot from the easternmost garage end point of the landscaping noted in Section 5.05.02. This line shall be continuous, provided that the line may be interrupted by the existing stucco garage and brick garage until the use of these garages ceases. Thereafter, the line of berming and year-round green shall be continuous if required to cut the headlights from the parking area not otherwise obstructed (by the landscaping noted in Section 5.04 and Section 5.05) from view from the Residential Parcels.

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- 5.05.04 The Meier's Owner will maintain the rear yard landscape improvements and replace them to insure their continuity.
- 5.06 West Side Yard Buffer. The west side yard of the Meier's Parcel shall be no smaller than as depicted in Exhibit "A". The landscape buffer on the Meier's Parcel shall be no less than 7.25 feet wide for the entire length of 70-degree parking in the westernmost row. This buffer shall consist of year-round green vegetation of a sufficient height (four feet) to cut headlight glare at the edge of the western parking area and planted in locations sufficient to create a continuous line of year-round green landscape as a buffer, as depicted in Exhibit "A" and Exhibit "C".
- 5.07 Cariann Right-of-Way. The Meier's Owner shall protect and maintain the landscaping in the Cariann Lane right-of-way.
- 5.08 Side Yard Improvements Accessory to Parking Area. The Meier's Owner may install lighting for the parking areas on the Meier's Parcel within a five-foot curtain surrounding the parking area. In the side yard, the lighting may interrupt the continuous year-round green landscape buffer. The lighting shall be installed according to the terms of this Declaration.
- 5.09 The Meier's Parcel shall otherwise comply with applicable Village ordinances in relation to side and rear yards.
- 6 MAXIMUM BUILDING EXPANSION ON MEIER'S PARCEL
- 6.01 Outdoor Patio and Serving Area.
- 6.01.01 The Meier's Parcel may contain an outdoor serving area in an area which:
- 6.01.01.01 is located no further east of a line which is parallel to and 185 feet east of the 283.00' lot line shared with Cariann Lane; and
- 6.01.01.02 is located no further south of a line which is parallel to and 210 feet north of the lot line which is 258.65' long and shared with the Residential Properties owned by the Fence Owners; and
- 6.01.01.03 is subject to the restrictions in this Section 6.01.
- 6.01.02 The outdoor serving area shall contain no more than 35 occupants at any time.
- 6.01.03 The outdoor serving area shall be fully bounded on its west side by the existing building or the new building. The outdoor serving area shall be fully bounded on its south by the new building or, if the Meier's Owner elects to build the outdoor serving area before an addition or new building, by an impermeable wall consisting



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of masonry or another similar material. The design of the outdoor serving area shall be sufficient to prevent noise and light from escaping the area and migrating south of the southernmost point of the outdoor serving area or easterly in any fashion which causes noise and light to migrate southerly in the direction of the Residential Parcels. The standard of sufficient design shall be that no sound audible to the reasonable person shall emanate from the outdoor serving area to a point 77 feet north of the north lot line of the Fence Parcels.

- 6.01.04 The outdoor serving area shall open no earlier than 11:00 a.m. on any day and shall close no later than 10:00 p.m. Sunday through Thursday and midnight Friday and Saturday.
- 6.01.05 Live performances, the broadcast of live performances and announcements from inside the building on the Meier's Parcel shall be prohibited in the outdoor serving area.
- 6.01.06 The Meier's Owner shall post two signs in conspicuous places on the outdoor patio requesting that customers respect other customers and the neighbors.
- 6.01.07 Speaker systems may be used but only for the purpose of broadcasting music and only if the installation prevents sound from migrating south or easterly toward the Residential Parcels.
- 6.01.08 No bar or food service area may be located with direct service into the outdoor patio.
- 6.01.09 There shall be no ingress or egress from the outdoor service area other than as required for emergency purposes.
- 6.01.10 The outdoor service area shall otherwise comply with applicable Village ordinances.
- 6.02 Principal Building Expansion. The Meier's Owner may construct a building expansion or new building, at its election, provided:
- 6.02.01 The Meier's Parcel shall not contain any of the following on the south face of the building:
- 6.02.01.01 points of ingress and egress other than emergency exits approved by the Village:
- 6.02.01.02 signage or any other forms of display:
- 6.02.01.03 outdoor speakers:
- 6.02.01.04 lighting affixed to the building:

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- 6.02.01.05 vent fans or other improvements serving to ventilate any part of the building on the Meier's Parcel;
- 6.02.01.06 windows other than those which now exist if an addition is pursued unless only an office use will follow the addition;
- 6.02.01.07 windows of any kind other than service windows for emergency exits if a new building is pursued unless only an office use will follow the construction of the new building.
- 6.02.02 Any customer entrance on the east face or west face of the building shall be located no closer than 180 feet from the 258.65 foot long property line shared with the Residential Parcels;
- 6.02.03 The Meier's Owner shall not construct any part of a principal structure which is located:
- 6.02.03.01 south of a line which is parallel to and 145 feet north of the lot line which is 258.65' long and shared with the Residential Properties owned by the Fence Owners; and
- 6.02.03.02 west of that line which is parallel to and 130 feet east of the lot line which is 283.00 feet long and shared with the right-of-way for Cariann Lane; and
- 6.02.03.03 east of that line which is parallel to and 190 feet east of the lot line which is 283.00 feet long and shared with the right-of-way for Cariann Lane.
- 6.02.04 The Meier's Owner shall not construct any part of a structure taller than the existing structure, provided further:
- 6.02.04.01 if, upon the construction of an addition or new building, the Meier's Owner utilizes roof-top air conditioning units, an adequate curtain shall be installed on the building in such a manner as to (a) visually conceal the air conditioning units from any location visible from the second floor windows on the Residential Parcels and (b) completely buffer the sound so that the operations of the air conditioner cannot be heard from any location south of that line which is parallel to and 77 feet north of the lot line which is 258.65' long and shared with the Residential Properties owned by the Fence Owners;
- 6.02.05 The Meier's Owner shall not extend public areas or its business for restaurant or tavern use to any area of the structure which is not located on the first grade-level floor unless such use is for the exclusive, private use of the owner and its employees for the purpose of storage or conducting management and office tasks;
- 6.02.06 The Meier's Owner may install antennae and satellite dishes for the purposes of

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receiving transmission of data or broadcasts but not for the purposes of transmitting broadcasts.

- 6.03 Enclosure of Trash/Grease Containers (Construction of Addition/Building). Upon construction of the addition or new building, at a location which is no further than eighty-five (85) feet south of the south right-of-way line for Lake Street (as depicted in Exhibit "A"), the Meier's Owner shall fully enclose all trash containers and grease containers according to Village ordinance and in a fashion which completely screens such containers from view from the Residential Parcels and does so in a fashion that avoids the migration of smell and sound from the trash containers and grease containers onto the Residential Parcels.
- 6.04 Enclosure of Trash/Grease Containers (Construction of Outdoor Serving Area). Upon construction of the outdoor serving area, the Meier's Owner shall fully enclose existing trash containers and grease containers by constructing a fence in a fashion which completely screens such containers from view from the Residential Parcels and does so in a fashion that avoids the migration of smell and sound from the trash containers and grease containers onto the Residential Parcels.
- 6.05 Cessation of Garages. The Meier's Owner shall cease the use of the stucco garage and the concrete garage and remove the materials from the stucco garage and the concrete garage if the garages suffer damage in excess of fifty percent of their value. At such time, the Meier's Owner shall either (a) landscape the area subject to the terms of this Declaration but otherwise in his discretion as to the selection of landscape design or (b) construct one structure of no more square feet than the existing garages combined (702 s.f.) and of no more cubic feet than the existing garages combined (7,350 cub. ft.). The points of ingress and egress to the new structure, if any, shall be on the north face of the building.
- 6.05.01 In consideration of the continued use of the garages, the Meier's Owner shall not use garages (now and in the future) or the new structure in lieu of the garages for any purpose other than the parking of the Meier's Owner's vehicle(s) or storage accessory to the use in the principal building.
- 6.06 Fenced Area and Dog Run. Upon construction of the addition or the new principal building, the Meier's Owner shall demolish and remove all portions of the fenced area and dog run, including the satellite dish (which dish may be relocated to the top of the building or an area of the property located within thirty (30) feet of the south line of the Lake Street right-of-way.
- 7 REZONING TO B-2 WITH A CONDITIONAL USE FOR OUTDOOR SERVICE
- 7.01 The parties acknowledge that the Cook County Highway Department and the Village have a unique opportunity to assist all of them in various respects in relation to storm water management on and in the vicinity of the Residential Parcels and the Meier's Parcel. The

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Meier's Owner and the Residential Owners, at the time of execution of this Declaration, were involved in Litigation over the issue of the lawfulness of the Meier's Owner's allegedly nonconforming use of the Meier's Premises and the allegedly nonconforming structures on the Meier's Premises. The parties to this Declaration have determined to resolve their differences in respect to these circumstances and allegations through this Declaration.

- 7.02 The Residential Owners have no known objection to the notice of public hearing published for the Meier's Premises and the Residential Owners have no objection to proceeding with the public hearing on June 3, 2003. At this public hearing, the Meier's Owner will proceed to present its position regarding the petition for zoning relief for the Meier's Parcel and the Residential Owners shall object to said petition and present evidence against the petition only in the event there is movement towards zoning relief which exceeds or deviates from the terms set forth in this Declaration, excepting therefrom various restrictions regarding the use of land which the Village may not incorporate into its rezoning and conditional use ordinance for the Meier's Parcel. These use restrictions are addressed in this Article 7 to create private land use restriction via this Declaration in the event the Village were to omit these from the ordinance or to include them in the ordinance and waive them at some future time.
- 7.03 Conditional Use Rezoning. The Residential Owners and the Meier's Owner hereby agree that the Meier's Owner may obtain approval from the Village for a rezoning of the Meier's Premises from R-5 to B-2 Special Use for Outdoor Dining subject to special conditions in the ordinance as follows:
- 7.03.01 In the event, the Meier's Owner has not properly completed the improvements depicted in Exhibit "A" and Exhibit "C" before June 30, 2004 (subject to necessary extensions due to Acts of God or weather), the rezoning and conditional use ordinance shall automatically terminate and be of no effect and the Meier's Parcel shall revert to R-5 residential use and all zoning approvals shall terminate to revert the Meier's Premises to original legal status as of June 2, 2003.
- 7.03.02 Except as provided hereinabove, Meier's Premises shall not construct any surface or above-ground improvements within 77 feet of the southern 258.65 foot long boundary of the Meier's Parcel or within 77 feet of a line which shall serve as an easterly extension of said 258.65 foot line to the east boundary of the Meier's Parcel:
- 7.03.03 The occupancy of the outdoor seating area shall not exceed 35 customers and the outdoor seating area shall be subject to the rules and regulations set forth elsewhere in this Declaration.
- 7.03.04 The interior occupancy of the restaurant on the Meier's Parcel shall not exceed the lesser of that number imposed by Village authorities or 140 people until such time as Meier's Tavern obtains a certificate of occupancy for an addition or new building, at which time the interior occupancy shall not exceed the lesser of the number

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imposed by Village authorities or 240 people. After the issuance of a certificate of occupancy for the addition or new building construction, and between March 15<sup>th</sup> and October 31<sup>st</sup>, occupancy on the interior shall be no greater than the lesser of (a) the sum of 240 occupants. (b) the number of occupants equal to the sum of the number of parking spaces in paved, striped and curbed areas for parking, then multiplied by three, then reduced by 35. or (c) the number of occupants mandated by the Village.

- 7.03.05 The Meier's Owner shall be granted relief from fence screening requirements in light of the existing fence agreement (contained in Article 3) with the Fence Owners but the Meier's Owner shall abide by said fence agreement or, alternatively, install its own fences on the entire west property line and the entire south property lines of the Meier's Parcel.
- 7.03.06 The Meier's Owner shall, subject to extensions for exceptional delays caused by weather or Acts of God, within twelve (12) months, complete the first phase of parking lot, storm water and landscape improvements depicted in Exhibit "A":
- 7.03.06.01 All parking areas used for customers shall be paved and curbed with internal storm water engineering sufficient to carry storm water from the parking area away from the Meier's Parcel, while simultaneously managing storm water naturally flowing onto the Meier's Parcel from the Residential Parcels;
- 7.03.06.02 The parking area west of the curvilinear line west of the depicted paved area and cross-hatched in Exhibit "A" ("Gravel Area") need not be paved by the present Meier's Owner, provided that upon completion of the addition or new building or upon transfer of the Meier's Premises or more than 50% of the ownership in the Meier's Parcel, the next Meier's Owner shall improve all access and parking locations with pavement, underground storm sewers, striping and curbs within six months of the transfer of title, weather permitting.
- 7.03.06.03 All parking areas shall be striped, paved and improved to provide no more than 45 spaces according to Exhibit "A" until such time as the Meier's Owner completes an addition or construction of a new building.
- 7.03.07 When the Meier's Owner constructs the addition or the new building, there shall be:
- 7.03.07.01 no more than 26 spaces in the south row of parking, separated by the line of existing trees which shall serve as a landscape island immediately east of the 14 parking spaces planned for improvement without the addition and depicted in Exhibit "A", provided that there exist no garages or other accessory structures on the Meier's Parcel south of any parking on the Meier's Premises; or
- 7.03.07.02 no more than 20 spaces in the south row of parking, separated by the line of existing

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trees which shall serve as a landscape island immediately east of the 14 parking spaces planned for improvement without the addition and depicted in Exhibit "A" and 50 feet of open pavement striped not to permit parking, provided that there exist garages or other accessory structures in the location in which the two garages now exist on the Meier's Parcel.

- 7.03.08 The parking plan reflected in Exhibit "A" for improvements upon future expansion shall control upon the addition to the existing building or construction of a new building and such additional paved parking area shall be striped and improved with curbs and underground storm sewers.
- 7.03.09 At all times, the two northwesternmost spaces shall always be dedicated to restricted employee-only parking.
- 7.03.10 The Meier's Owner shall, from the date of adoption of the ordinance, prohibit any parking, loading preparation or staging on the Meier's Parcel for customers of any other business, including utility companies, nearby construction or material supply companies or any other use beyond the use on the Meier's Parcel.
- 7.03.11 The Meier's Owner shall maintain the existing garages or replace them, all of which activities shall occur in compliance with this Declaration.
- 7.03.12 The Meier's Owner shall secure the dumpsters on the Meier's Parcel so they remain entirely closed and inaccessible to animals.
- 7.03.13 The Meier's Owner shall maintain a continuous year-round green landscape buffer on the west lot line of the Meier Parcel (as depicted in Exhibit "A" and Exhibit "B") and the Meier's Owner shall also maintain the landscaping in the eastern portion of the Cariann Lane right-of-way.
- 7.03.14 The Meier's Owner shall maintain existing evergreens and install and maintain additional evergreens which are year-round green landscape buffers between the Meier's Parcel use and the Residential Parcels. These evergreens shall constitute a continuous landscaped wall within twenty (20) feet of the south line of the eastern parking lot running from Cariann Lane easterly to the first of the existing garages. The Meier's Owner shall preserve and maintain these evergreens throughout its installation of a 3-foot grassy berm located south of the evergreens.
- 7.03.15 Provided the Meier's Parcel continues to host a restaurant and tavern named Meier's Tavern, the Meier's Owner may utilize, maintain and repair existing fluorescent signs in windows and the existing freestanding fluorescent sign. Upon construction of the addition, all window signage shall be located on the north face of the principal building on the Meier's Parcel. Lighting shall be designed so that measurements of zero footcandles or lumens from lighting on the Meier's Parcel arise no fewer than

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sixty feet from any residential parcel west of Cariann Lane or south of the Meier's Parcel. The Meier's Owner shall remove existing exterior building lighting and parking lot lighting and replace the same with lighting that consists of no building lighting and low bollard lighting with reflectors designed to direct light at all locations away from residential properties in the vicinity of the Meier's Parcel.

7.03.16 To the extent approved by the Village Board and reviewed and approved by the Village Attorney, the ordinance rezoning the Meier's Parcel shall incorporate the use restrictions in Section 7.04.

7.04 This Article 7 shall control the use of the Meier's Parcel through private land use restrictions which the Meier's Owner acknowledges and accepts by this Declaration. The intention of the parties is to control the use of the Meier's Premises during all times when the Meier's Parcel is not zoned, planned and actually utilized for residential purposes in a development similar to that of the Residential Properties at any time now and in the future. If, at any time following execution of this Declaration, the Meier's Premises is returned to residential use as zoned, planned and actually utilized, then the following terms of this Declaration shall no longer apply.

7.04.01 Approved Uses. Approved uses shall be those allowed in the B-2 zoning classification as printed on November 5, 2002 ("Zoning Code"), and not as amended at any time thereafter but specifically as it existed in its November 5, 2002 printing, with the following exclusion of use:

7.04.01.01 excluding those uses noted in Sections 5.1(A)(2) and 5.1(B) of the Zoning Code, but including art galleries or studios under Section 5.1(B)(2) of the Zoning Code;

7.04.01.02 excluding the uses noted in Section 5.2(A)(1) that are excluded under Section 7.04.01.01 and excluding all uses under Sections 5.2(A)(3) and 5.2(A)(5);

7.04.01.03 excluding uses for governmental or quasi-governmental purposes other than offices unless the offices are designated for purposes related to fire, police, paramedic or other life-safety purposes; and

7.04.01.04 excluding the prohibited uses in Section 7.04.02.

7.04.02 Prohibited Uses. All uses not set forth in Section 7.02 are prohibited. Notwithstanding anything permitting the uses in the Village Code, the following described uses are prohibited. At all times, under any classification of accessory or principal uses: tattooing; video game parlors; massage; body piercing; adult uses; head shops; gun shops; video stores featuring films rated X or more adult than the rating currently applied to R-rated videos; pawn shops; paycheck loan operations; currency exchanges; theaters; theater booths; veterinarians; kennels; food stores; businesses open after 2:00 a.m. and before 7:00 a.m.; and drive through or drive in

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operations.

- 7.04.02.01 No permitted uses or conditional uses under the B-3 zoning classification in the Village under its Zoning Code as printed on November 5, 2002 shall be permitted.
- 7.04.02.02 No conditional uses permitted under the B-1 or B-2 zoning classifications in the Village under its Zoning Code as printed on November 5, 2002, shall be permitted with the sole exceptions being (a) the use for outdoor dining in the fashion contemplated by this Declaration and at the location specified and (b) the use of the Meier's Parcel for outdoor flower and garden shop sales and display at locations no closer 100 feet from the Fence Owner's Residential Parcels.
- 7.04.02.03 The following B-1 permitted uses are prohibited: appliance sales; banks and financial institutions with drive through or drive in operations; carpets rugs and floor coverings stores; liquor stores; paint glass and wall covering sales; convenience stores; food stores and vegetable fruit markets; pet shops; x-ray laboratories; variety stores; dry cleaning or laundry depots; bakeries; tavern or restaurant uses with drive-in or drive through operations; cemeteries and sales of head stones; crematoriums; meat markets; principal or accessory warehousing associated with any use in any district; telephone answering services that operate on a 24-hour basis; utility collection offices.
- 7.04.02.04 The following B-2 permitted uses are prohibited: the uses prohibited by Section 7.04.02.03; air conditioning and heating retail and service; exterminators; animal hospitals; appliance repairs; auction rooms; auto accessory stores; beverage distributors; dry cleaning plants; equipment rental; expressing baggage and transfer delivery service establishments; warehousing; billiard parlors; bowling alleys; gymnasiums; indoor skating rinks; wholesale operations and establishments; mini-warehousing; frozen food lockers; home centers, except those with operations located exclusively on the interior of the principal building; marine supply stores; mortuaries; moving or storage offices or facilities; radio broadcasting studios; sign painting shops; and taxidermists.
- 7.04.02.05 No 24-hour operations or outdoor ATM operations shall be permitted on the Meier's Parcel.
- 7.04.02.06 No drive through operations shall be permitted on the Meier's Parcel.
- 7.04.03 Unless approved by the Residential Owners in their sole and absolute discretion, which approval may be withheld without reason, the following accessory uses:
- 7.04.03.01 outdoor displays of merchandise, items for sale or rent or any other item and outdoor sales of such merchandise, items or other items;



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- 7.04.03.02 outdoor announcements, broadcasts, performances;
- 7.04.03.03 spotlights;
- 7.04.03.04 outdoor cooking and food preparation;
- 7.04.03.05 outdoor storage;
- 7.04.03.06 drive-through uses;
- 7.04.03.07 ATM operations unless located indoors;
- 7.04.03.08 adult uses;
- 7.04.03.09 outdoor contests;
- 7.04.03.10 outdoor displays of merchandise other than natural flower and garden products.

## 8 OCCUPANCY

- 8.01 Notwithstanding Village ordinances, the lesser of the occupancy permitted under Village codes or 140 persons shall be permitted in the existing structure on the Meier's Parcel. The outdoor serving area shall add 35 to this sum during the period between March 15<sup>th</sup> and October 31<sup>st</sup>.
- 8.02 Upon reconstruction or addition of the new building structure, the indoor occupancy for tavern and restaurant uses shall not exceed the lesser of that permitted by Village codes or 240 persons. The outdoor serving area shall add 35 to this sum during the period between March 15<sup>th</sup> and October 31<sup>st</sup>. However, after the issuance of a certificate of occupancy for the addition or new building construction, and between March 15<sup>th</sup> and October 31<sup>st</sup>, occupancy on the interior shall be no greater than the lesser of (a) the sum of 240 occupants, (b) the number of occupants equal to the sum of the number of parking spaces in paved, striped and curbed areas for parking, then multiplied by three, then reduced by 35, or (c) the number of occupants mandated by the Village.

## 9 PARKING

- 9.01 Provided the Meier's Owner respects the rear yard setback restrictions in this Declaration and complies with all applicable Village ordinances regarding parking area design (including detention), there may be a parking lot extension on the Meier's Parcel extending from the edge of the currently planned parking area towards the east property line and north to a point proximate to Lake Street.

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- 9.02 The entire parking area that exists from time to time shall be installed, maintained and repaired and replaced in accord with this Declaration and as a paved facility with curbs and gutter or interior lot drainage sufficient to take storm water from the Meier's Parcel without causing a change in the natural flow of storm water from the Residential Parcels.
- 9.03 The installation of the parking lot shall comply with the plans attached hereto as Exhibit "A".
- 9.04 In order to reduce outdoor noise and trash, the Meier's Owner will post signs in the exit doors and in two conspicuous locations outdoors requesting that customers respect their neighbors and not litter or create undue noise.
- 9.05 No outdoor consumption of alcohol shall be permitted on the Meier's Parcel except as provided herein and within the outdoor serving area provided.
- 9.06 The trash dumpster on the Meier's Parcel may remain in its current location until an addition is installed or a new building is constructed, and thereafter it shall be located where designated in Exhibit "A". All trash dumpsters shall be secured in such a fashion as to prevent animals from entering the dumpsters.
- 9.07 The loading area shall be located as designated in the plan for future construction.
- 9.08 Lighting may be installed in the curtain surrounding the parking area provided it does not alter the configuration, density or type of landscaping to be installed. All lighting shall be directed away from Cariann Lane and the Residential Parcels through techniques that will include the use of low bollard lighting around the perimeter of the parking areas. shall be installed no
- 10 RECORDING OBLIGATIONS OF DECLARANTS
- 10.01 At the expense of the Meier's Owner, this document shall be filed against the titles for each of the parcels comprising the Meier's Parcel and the Residential Parcels.
- 10.02 Regarding the Meier's Parcel, the Meier's Owner shall cause this document and its recording number to be referenced in the Plat of Subdivision for the Meier's Parcel along with the following statement:

This subdivision is subject to a Declaration which restricts the use, operation, maintenance and improvement of the property, such use, operation, maintenance and improvement affecting the owner of the property and owners of surrounding property specifically noted in the Declaration recorded in Cook County on June \_\_, 2003 as Document No. \_\_\_\_\_. The restrictions and the terms set forth in the Declaration are incorporated into this Plat of Subdivision as though fully recited and restated in their entirety in this Plat of Subdivision. The Declaration, as incorporated

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by this reference in this Plat of Subdivision, cannot be released except with the written consent of all Declarants or by rezoning and actual use of the Meier's Parcel to R-5 residential.

10.03 The Plat of Subdivision attached hereto is approved by all Declarants and the Meier's Owner shall record the Plat of Subdivision with the following special notations and delineations:

10.03.01 A building foundation line shall appear where the expanded footprint appears and a note in the Plat of Subdivision shall state: "This building foundation line is established for the maximum expansion or reconstruction or construction of the principal building on the parcel created by this Plat of Subdivision, as required by the Declaration recorded on June \_\_, 2003 in the Office of the Cook County Recorder as Document No. \_\_\_\_\_. The restrictions and the terms set forth in the Declaration are incorporated into this Plat of Subdivision as though fully recited and restated in their entirety in this Plat of Subdivision. The Declaration, as incorporated by this reference in this Plat of Subdivision, cannot be release except with the written consent of all Declarants or by rezoning and actual use of the Meier's Parcel to R-5 residential.

10.03.02 A building setback line shall appear at that point which is 77 feet north of the 258.65 foot long property line shared by the Meier's Parcel with the Residential Parcels, such building line running from the point of beginning at its intersection with the Cariann Lane right-of-way to a point approximately 345 feet directly west of the point of beginning which is on the far eastern lot line. A note in the Plat of Subdivision shall state: "This building setback line is established to reflect the southernmost line of permissible surface or above ground physical improvements, excluding the detention area, on the parcel created by this Plat of Subdivision, as required by the Declaration recorded on June \_\_, 2003 in the Office of the Cook County Recorder as Document No. \_\_\_\_\_. The restrictions and the terms set forth in the Declaration are incorporated into this Plat of Subdivision as though fully recited and restated in their entirety in this Plat of Subdivision. The Declaration, as incorporated by this reference in this Plat of Subdivision, cannot be release except with the written consent of all Declarants or by rezoning and actual use of the Meier's Parcel to R-5 residential."

10.04 Deeds conveying title to the Meier's Parcel shall be special warranty deeds which incorporate this Declaration.

## 11 APPLICATION OF LAW AND EQUITY TO THIS DECLARATION

11.01 The character of the neighborhood in which the Residential Parcels and the Meier's Parcel are located is residential, as zoned and as used along the south side of Lake Street in Glenview, Illinois. In determining the character of the neighborhood in the future, the neighborhood shall include the subdivision of the Meier's Parcel and the subdivision in

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which the Residential Parcels are located.

- 11.02 Provided that there remains a single-family residential use served by the intersection of Cariann Lane and Lake Street in Glenview, Illinois, this Declaration shall apply to limit the use of the Meier's Parcel.
- 11.03 Though judicial interpretation may resolve any doubt concerning other restrictive covenants and restrictions on land use strictly construed in favor of full and unlimited legitimate use of property and against restrictions, this Declaration shall not be subject to said interpretation and the Declarants agree that interpretation of this Declaration shall be in favor of the restrictions on the Meier Premises. Doubts as to the interpretation and enforcement of this Declaration shall be resolved in favor of the Residential Parcels and Residential Owners ability to enforce restrictions upon the use and enjoyment of the Meier's Parcel.
- 11.04 This Declaration shall apply without regard to the passage of time and any rule of law that other private restrictions involving other properties, when imposed long prior to the date of a dispute as to those other properties, may have little or no value in the determination of a zoning dispute. The assertion or proven fact that the Meier's Parcel is more valuable without the application of this Declaration to it shall never be a defense to assertion of this Declaration.

## 12 DECLARATION TO RUN WITH THE LAND

All of the foregoing covenants and privileges upon the Meier Parcel shall be construed as running with the land, be for the benefit of the Residential Parcels and shall extend to and be binding upon all future owners of the Meier's Parcel. All of the foregoing covenants and privileges upon the Residential Parcels shall be construed as running with the land, be for the benefit of the Meier's Parcel and shall extend to and be binding upon all future owners of the Residential Parcels. The rights and obligations of the parties to this Declaration shall be vested in and flow with the fee title to their respective parcels and shall be binding upon and inure to the benefit of the owners of their successors and grantees in title to their respective parcels.

## 13 MORTGAGEE CONSENT

The present mortgagee(s) for the Meier's Owner or with rights in the Meier's Parcel shall execute this Declaration. If the Meier's Owner refinances or grants any rights to any additional mortgagee, the Meier's Owner shall first have obtained the consent of the additional mortgagee to the terms of this Declaration if this Declaration or has not been first recorded. The obligation to obtain consents shall run through an until the recording of the Plat of Subdivision with all proper lines and notations. By executing this Declaration, the mortgagee(s) for the Meier's Parcel agrees that it has notice of this Declaration and that neither the mortgagee nor anyone claiming through it will violate the terms hereof. The mortgagees' consent may be acquired subsequent to execution by all parties but prior to the close of the public hearing on or about June 17, 2003 and prior to any acceptance by the Meier's Owner of any ordinance approving zoning relief for the Meier's Parcel. The inability of the

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Meier's Owner to obtain the mortgagees' consent shall not nullify this Declaration and the Meier's Owner shall take all necessary steps and execute all reasonable and truthful documents to obtain the mortgagees' consent in good faith and without unnecessary delay.

## 14 NON-WAIVER AND NON-ACQUIESCENCE

Neither one or more of the Residential Owners nor the Meier's Owner shall waive any rights under this Declaration through inaction or acquiescence. All waivers of any rights hereunder must be in writing. It is not anticipated that any Declarant will immediately notice a violation or even enforce a known violation. Moreover, the granting of special permissions or arrangements among various Declarants will not cause a waiver or acquiescence in the effectiveness or ineffectiveness of any one or more provisions of this Declaration unless a writing signed by all Declarants specifically states that it is the intention of the writing to cause a waiver and acquiescence.

## 15 ENFORCEMENT

15.01 Default Defined. Default shall occur at the moment when one party hereto violates any provision of this Declaration.

15.02 Means of Enforcement and Remedies. Upon a default, any non-defaulting party may file an action to seek all available legal and equitable remedies, including without limitation, injunctive relief, declaratory relief, specific performance, and damages. The nondefaulting party shall be entitled to seek injunctive relief and the parties agree that the nondefaulting parties hereto shall be irreparably harmed and have no adequate remedy at law if there is a violation of the terms of this Declaration. The nondefaulting party shall be entitled to an injunction without bond. Further, in relation to any action to enforce this Declaration, the prevailing party shall be entitled to recover (as items included in the judgment) court costs, expenses of litigation including but not limited to witness fees and reasonable attorneys fees incurred. In dismissing the Litigation, the Court retains jurisdiction only for the purposes of enforcement by one or more of the actual signatories to this Declaration and no other. Only these persons shall be entitled to enforce this Declaration with the option, at their election, of compelling enforcement through the order of dismissal rather than filing a new action.

15.03 Applicable Law, Forum Selection. The laws of the State of Illinois shall govern interpretation of this Declaration. Any dispute arising under or in relation to this Declaration shall be filed and determined exclusively in the courts of the State of Illinois and in the Circuit Court of Cook County unless the dispute arises as a matter of exclusive jurisdiction. In such event, suit shall be filed and determined in the United States District Court for the Northern District of Illinois, Eastern Division.

15.04 Prerequisites to Suit for Enforcement or Other Relief. Except in relation to emergency injunctive relief, the non-defaulting party shall permit a cure period of twenty (20) days following written notice of default from one or more of the non-defaulting parties. There



# UNOFFICIAL COPY

with a copy to

Mark W. Daniel, Esq.  
 Rathje & Woodward  
 300 East Roosevelt Road, Suite 300  
 Wheaton, Illinois 60187  
 Phone: (630) 668-8500  
 Fax: (630) 668-7350

Except for the Residential Owners, the names and the addresses of the parties to receive notice hereunder may be changed at any time by a party pursuant to written notice duly given in accordance with the provisions of this Section 16.01.

- 16.02 Amendments. This Declaration may be amended or modified by, and only by, a written instrument duly authorized and executed by all parties hereto.
- 16.03 Counterparts and Facsimile Execution. This Declaration may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be one in the same instrument. For purposes of executing this Declaration, any signed copy of this Declaration may be transmitted by facsimile and the signature of any party thereon shall for purposes of execution hereof be considered an original signature. Any facsimile document shall, at the request of any party, be re-executed by the other parties in an original form, and neither party shall raise the use of facsimile transmission, or the fact that any signature or document was transmitted thereby, as a defense to the effectiveness of this Declaration.
- 16.04 Binding Effect. This Declaration shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, grantees, successors and assigns.
- 16.05 Captions and Section Headings. The captions and section headings inserted in this Declaration are for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Declaration nor the meaning of any provision hereof.
- 16.06 Further Assurances; Estoppel Letters. The Meier's Owner and the Residential Owners agree to execute and or deliver such additional documents and take such further actions as may be necessary and appropriate to carry out the purpose and intent of this Declaration, including, without limitation, documents certifying the execution authority as required for recordation of and/or title insurance for any of the parcels at issue in this Declaration. Each party shall, as soon as practicable but no later than 15 days following receipt of a written request from another party to this Declaration, deliver to the requesting party an estoppel letter identifying (a) whether this Declaration is in force and effect, (b) whether any party is in default of this Declaration, and (c) such other reasonable and truthful information as may be requested which is germane to this Declaration.
- 16.07 Representation and Warranty of Authority. Each party executing this Declaration represents

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and warrants that he, she or it has the lawful authority to execute this document.

IN WITNESS WHEREOF, the Meier's Owner, the Residential Owners and the mortgagee(s) of the Meier's Premises have hereunto set their hands and seals as of the date first above written.

GUS PAPPAS

THE GLENVIEW INN, LTD.  
d/b/a MEIER'S TAVERN

*Gus Pappas G.P.*

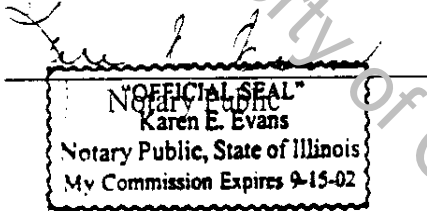
By: *Gus Pappas G.P.*

Its: *PRES*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003

Attest: \_\_\_\_\_

Title: \_\_\_\_\_



Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003

Notary Public, State of Illinois  
*Karen E. Evans*

Notary Public

HARPIS TRUST & SAVINGS BANK, as  
successor trustee to Harris Bank Winnetka,  
National Association, as Trustee under Trust  
Agreement Dated May 25, 1989 and known as  
Trust No. W3644

By: *Kristin J. Osborne*

Assistant Trust Officer

**EXECUTED AND DELIVERED BY BANK TRUSTEE, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE, FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO. ANYTHING HEREIN TO THE CONTRARY NOT WITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKING AND AGREEMENTS HEREIN MADE, ARE MADE AND INTENDED NO AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE TRUSTEE, OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EXECUTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED. ALL SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL PARTIES HERETO, AND THOSE CLAIMING BY, THROUGH, OR UNDER THEM.**





# UNOFFICIAL COPY

ADELE COHEN

*Adele Cohen*

Subscribed & Sworn to Before  
Me on this 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

DANIEL KODROFF

*Daniel Kodroff*

Subscribed & Sworn to Before  
Me on this 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

VICTOR MARTINKA

*Victor P. Martinka*

Subscribed & Sworn to Before  
Me on this 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

HENRIA SANDACK

*Henria Sandack*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> Day of June, 2003

*Karen E. Evans*  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

REUBEN COHEN

*Reuben Cohen*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

RHONA KODROFF

*Rhona Kodroff*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003

*Karen E. Evans*  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

LELIA MARTINKA

*Lelia Martinka*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> Day of June 2003

*Karen E. Evans*  
"OFFICIAL SEAL"  
Notary Public, State of Illinois  
My Commission Expires 9-15-02

IRVING SANDACK

*Irving Sandack*

Subscribed & Sworn to Before  
me on this 3<sup>rd</sup> day of June 2003

*Kimberly L. Gerster*  
Notary Public

Page 29 of 30  
"OFFICIAL SEAL"  
KIMBERLY L. GERSTER  
Notary Public, State of Illinois  
My Commission Expires 03/22/2006

# UNOFFICIAL COPY

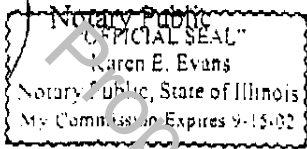
ALAN NIDETZ



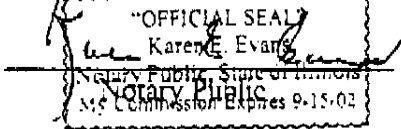
LINDA NIDETZ



Subscribed & Sworn to Before  
Me on This 3<sup>rd</sup> Day of June 2003



Subscribed & Sworn to Before  
Me on This 3<sup>rd</sup> Day of June 2003



### Mortgagee Consent

\_\_\_\_\_, first mortgagee upon the Meier's Parcel, hereby consents to the terms of this Declaration in its own behalf and in behalf of all of its parents, subsidiaries, sibling and affiliated entities, and its successors and assigns.

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed & Sworn to Before  
me this \_\_\_ day of June 2003.

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

# UNOFFICIAL COPY

## PAPADAKIS SUBDIVISION IN

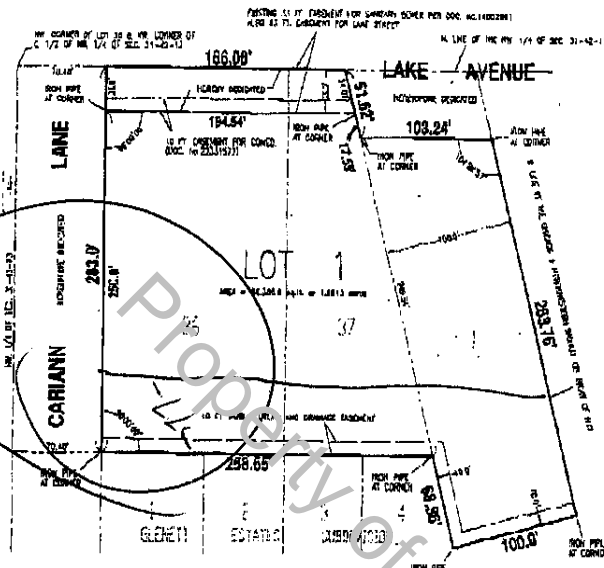
THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Comments, suggestions for corrections, adjustments and actions under review; approvals are hereby reserved for and granted to the Village of Glenview, Ill. Home Gas Company (HGC), T.C. Cook, Landmark, Home Company, a subsidiary of Home Gas Company, Inc., and its subsidiaries, and other public utility and service companies, including but not limited to, electric, gas, telephone, cable TV, water, sewer, and other public utilities, and their subsidiaries, and their successors, assigns, agents, and representatives, in and under, through, and along the above described property.

It is hereby acknowledged that the right to use the above described property for all such purposes is hereby reserved for and granted to the Village of Glenview, Ill. Home Gas Company, T.C. Cook, Landmark, Home Company, a subsidiary of Home Gas Company, Inc., and its subsidiaries, and other public utility and service companies, including but not limited to, electric, gas, telephone, cable TV, water, sewer, and other public utilities, and their subsidiaries, and their successors, assigns, agents, and representatives, in and under, through, and along the above described property.

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Original



**DRAINAGE CERTIFICATION:**

In the best of my knowledge and belief the drainage of surface waters will not be changed by the use of such structures or any part thereof, or that if such surface water drainage will be changed, proper provisions have been made for the collection and discharge of surface waters into public or private channels and/or drains which the commissioner has a right to use, and that such surface waters will be placed in accordance with generally accepted engineering practices so as to reduce the likelihood of subsidence to the adjoining property because of the construction of the subdivision.

STATE OF ILLINOIS )  
COUNTY OF COOK )

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by the Village Engineer of the Village of Glenview, Cook County, Illinois.

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, Village Engineer of the Village of Glenview, Illinois, do hereby certify that there are no delinquent or unpaid current or deferred special assessments, or any delinquent installments thereon that have been ascertained against the tract of land included in this plat of Subd.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

STATE OF ILLINOIS )  
COUNTY OF COOK )

Approved by the Plan Commission of the Village of Glenview, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Attest: \_\_\_\_\_  
Chairman, Plan Commission

STATE OF ILLINOIS )  
COUNTY OF COOK )

Approved by the President and Board of Trustees of the Village of Glenview, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Attest: \_\_\_\_\_  
Village President

STATE OF ILLINOIS )  
COUNTY OF COOK )

B. H. SUHR & COMPANY, INC. does hereby certify that it has surveyed the following described property for the purpose of Subdividing it into one (1) Lot as shown hereon:

Parcel 1: That part of the North 283.0' of Lots 36 & 37, (shown as Parcel 1) and measured by the V line of said Lot 36, lying East of the West 70.40' thereon, in Cook County, Illinois, Section 31, Township 41 North, Range 13, East of the Third Principal Meridian, with the Westerly of a 100.8' right way of the Chicago & Northwestern Railway Company, all in Cook County, Illinois.

Parcel 2: Lot 1 in Home's Mark Drive Subdivision of that part of the East half of the Northwest quarter Section 31, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, recorded April 14, 1970, as document 21133921.

Dimensions are shown in feet and decimal parts thereof and are correct to 0.01 feet and tenths thereof.

It further certifies that the property shown hereon is situated in Zone "K", as determined to be outside 500-year floodplain as designated by the Federal Emergency Management Agency, as per FEMA Number 1703100234 F, dated November 6, 2000.

It further certifies that the plat herein shown is a correct representation of said survey and subdiv.

Dated at Evanston, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

B. H. SUHR & COMPANY, INC.  
SURVEYORS

By: \_\_\_\_\_  
REGISTERED PROFESSIONAL LAND SURVEYOR - ILLINOIS  
License Expiration Date 11/20/14

STATE OF ILLINOIS )  
COUNTY OF COOK )

Home Bank Minnesota, not personally, but acting as trustee under Trust Agreement dated day 2, 2010, and known as Trust No. 13564 does hereby list it as the Title Owner of Record of the property described herein, and that it has caused the same to be surveyed for the purpose of subdividing to one (1) Lot, as shown on the plat hereon drawn, at the direction of the Commissioner of said Trust.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

HOMER BANK MINNESOTA  
(as trustee or agent)

Wit: \_\_\_\_\_ Secretary By: \_\_\_\_\_ Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, not individually, but solely as Trustees, as aforesaid, for the uses and purposes therein set forth, and the said Bank, did with the said Corporate Seal to the said instrument as its own free and voluntary act, and as the free and voluntary act of said Bank, as Trustees, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF COOK )

Home Bank, as mortgagee under the provisions of a certain mortgage recorded in the Recorder's Office of Cook County, Illinois, as Document No. \_\_\_\_\_ does hereby consent to the plat of subdivision hereon drawn.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

PLAZA BANK  
(mortgagee)

Wit: \_\_\_\_\_ Secretary By: \_\_\_\_\_ Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ of Plaza Bank and \_\_\_\_\_ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, not individually, but solely as Mortgagees, as aforesaid, for the uses and purposes therein set forth, and the said Bank, did with the said Corporate Seal to the said instrument as its own free and voluntary act, and as the free and voluntary act of said Bank, as Mortgagees, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF COOK )

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Given under my hand and Notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC

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COUNTY OF COOK )

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Given under my hand and Notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC

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COUNTY OF COOK )

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Given under my hand and Notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

NOTARY PUBLIC

Printing P.I.N.  
405-31-102-012  
405-31-102-038

SEND TAX BILL TO:

SUBMITTED BY AND RETURN PLAT TO:

VILLAGE OF GLENVIEW  
DEPARTMENT OF PUBLIC WORKS  
1225 WAUKEGAN ROAD  
GLENVIEW, ILLINOIS 60025

**B.H. SUHR & COMPANY, INC.**

ILLINOIS SURVEYORS

140 CRESTVIEW AVENUE, EVANSTON, ILLINOIS 60201  
TEL: (847) 884-0212 / FAX: (847) 884-0214  
EMAIL: SURVEYORS@BHSUR.COM

REGISTERED PROFESSIONAL LAND SURVEYOR - ILLINOIS  
License Expiration Date 11/20/14

ORDER BY: 95-258-C. ORDERED BY: STEVEN WESSNER & ASSOCIATES

11B

**UNOFFICIAL COPY**

**OVERSIZE**

Doc#: 0809116047 Fee: \$238.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/31/2008 01:29 PM Pg: 1 of 47

**EXHIBIT  
FORWARD  
TO PLAT COUNTER  
FOR SCANNING**