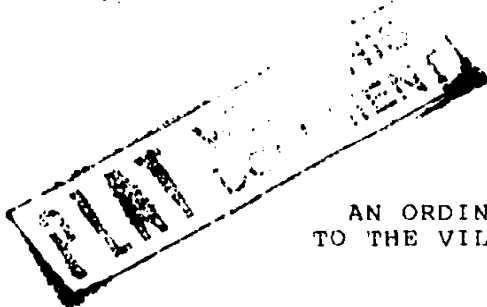


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Annexation, Northeast corner of Glenview and Glendale Roads



ORDINANCE NO. 2645

AN ORDINANCE TO ANNEX CERTAIN TERRITORY TO THE VILLAGE OF GLENVIEW, COOK COUNTY, ILLINOIS



WHEREAS, on the 20th day of August, 1985, an Annexation Agreement was entered into by and between the Village of Glenview, a home rule municipality, and certain property owners owning property commonly known as the Northeast corner of Glenview and Glendale Roads, which said Annexation Agreement is incorporated herein by reference; and

WHEREAS, pursuant to said Annexation Agreement of the 20th day of August, 1985, there was filed with the Clerk of the Village of Glenview a certain petition to annex to the said Village of Glenview, the said property hereinafter described; and

WHEREAS, the President and Board of Trustees of the Village of Glenview have independently determined that said property described in the aforesaid petition is not within the corporate limits of any municipality, that it is contiguous to the present village limits of the Village of Glenview, and that all property owners and more than 51% of the electors residing therein, have signed said petition as required by statute; and

WHEREAS, the President and Board of Trustees of the Village of Glenview have determined that annexation of the said property is in the public interest and will promote the public health, safety and welfare of the Village of Glenview and its residents.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Glenview, Cook County, Illinois, that

Section 1: The property commonly known as the Northeast corner of Glenview and Glendale Roads and legally described as:

That part of the East half of the Southwest quarter of the Northeast quarter of Section 33, Township 42 North, Range 12 East of the Third Principal Meridian, lying South of and adjoining the South line of Lots 53 to 60, both inclusive, in C.D. Johnson Co.'s The Meadows, being a subdivision in the Northeast quarter of Section 33 aforesaid; and lying East of and adjoining the East line of Glendale Road, as laid out in aforesaid Subdivision (excepting therefrom the South 225.0 feet of the East 100.0 feet of the West 260.0 feet of the East half of the Southwest quarter of the Northeast quarter of Section 33 aforesaid); also the North 50 feet (except the West 66 feet thereof and except the East 100 feet of the West 260 feet thereof) of the East half of the Northwest quarter of the Southeast quarter of Section 33 aforesaid, in Cook County, Illinois. Also included is all of the Glenview Road right-of-way lying adjacent to said parcel.

be and the same is hereby annexed to the Village of Glenview, Cook County, Illinois, pursuant to the provisions of Chapter 24, Section 11-15.1-3 of the Illinois Revised Statutes.

Section 2: This ordinance is subject to an Annexation Agreement heretofore entered into by and between the Village of Glenview and the said property owners dated the 20th day of August, 1985, which said Annexation Agreement is incorporated herein by reference.

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Section 3: The Clerk of the Village of Glenview is hereby authorized and directed to record with the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an accurate map and plat of annexation of the territory annexed, attached hereto and made a part hereof.


Section 4: Every section and provision of this ordinance shall be separable, and the invalidity of any portion of this ordinance shall not affect the validity of any other portion hereof.

Section 5: This ordinance shall take effect upon its passage, approval and publication according to law.

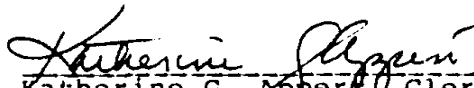
PASSED this 3rd day of September, 1985.

AYES: 4 NAYS: 0 ABSENT: 2

APPROVED by me this 3rd day of September, 1985.

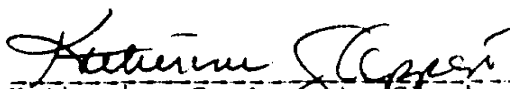

James W. Smirles, President of the
Village of Glenview, Cook County,
Illinois.

ATTESTED and FILED in my office
this 3rd day of September,
1985, and published as provided
by law in Book or pamphlet form
the 4th day of September,
1985.


Katherine G. Appert, Clerk of the
Village of Glenview, Cook County,
Illinois.

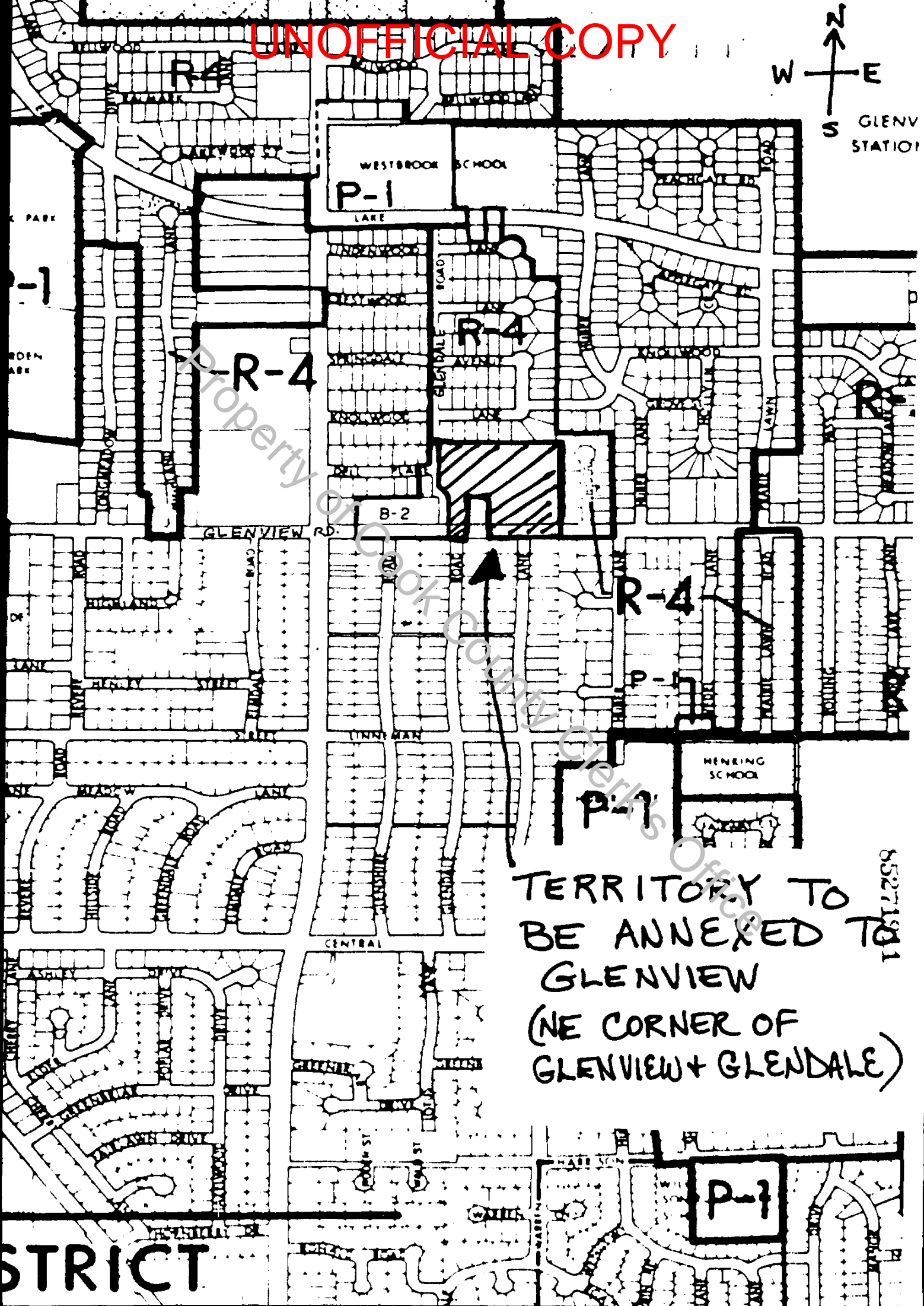
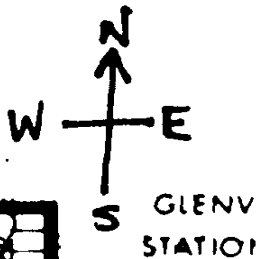
The undersigned hereby certifies that she is the Village Clerk and that as such she is custodian of the records of the municipality and keeper of the minutes of the Village Board; and she further certifies that the foregoing is a true and correct copy of Ordinance No. 2645, duly enacted by the President and Board of Trustees of the Village of Glenview at a regular meeting thereof on the 3rd day of Sept., 1985, and passed on roll call vote as shown on the foregoing; and she further certifies that due notice of the consideration of said ordinance was given to the Trustees of the Glenbrook Fire Protection District on August 14, 1985 by Certified Mail.

Dated this 3rd day of September, 1985.


Katherine G. Appert, Clerk of the
Village of Glenview, Cook County,
Illinois.

Published in Pamphlet Form by Authority and Order of the President and Board of Trustees of the Village of Glenview, Cook County, Illinois, September 4, 1985.

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TERRITORY TO
BE ANNEXED TO
GLENVIEW
(NE CORNER OF
GLENVIEW + GLENDALE)

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STRICT

original

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ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 20th day of AUGUST, 1985, by and between the VILLAGE OF GLENVIEW, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and SUNDANCE HOMES OF HIGHLAND PARK, INC., an Illinois corporation, (hereinafter referred to as "Petitioner") and FIRST ILLINOIS BANK OF EVANSTON, as Trustee under a Trust Agreement dated April 13, 1979 and known as Trust No. R2133 (hereinafter referred to as the "Trust") and C.D. JOHNSON CO., an Illinois corporation, sole beneficiary under the aforesaid Trust (hereinafter referred to as "Beneficiary") (the Trust and the Beneficiary hereinafter collectively referred to as the "Owner").

WITNESSETH:

WHEREAS, the Trust is the legal title holder of record of all of that certain real estate, located in an unincorporated portion of Cook County, Illinois, located on the northeast corner of Glenview Road and Glendale Road, comprising a tract which contains 7.479 gross acres, the legal description of which is attached hereto as Exhibit "A" (hereinafter referred to as the "Real Estate"); and

WHEREAS, Petitioner and Owner have entered into that certain Agreement dated June 3, 1985 whereby Petitioner has agreed to purchase from Owner, and Owner has agreed to sell to Petitioner, the Real Estate; and

WHEREAS, said Real Estate constitutes territory which is contiguous to the Village and not within the corporate limits of any municipality and which may be annexed to the Village as provided in Article 7 (Territory) and Division 15.1 (Annexation Agreements) of Article 11 of the Illinois Municipal Code, as amended; and

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WHEREAS, the corporate authorities of the Village, after due and careful consideration, have concluded that the annexation of said Real Estate to the Village on the terms and conditions hereinafter set forth will promote sound planning, further the growth of the Village, and enable the Village to control the development of the area; and

WHEREAS, the Petitioner desires and proposes, pursuant to the provisions and regulations applicable to the R-4 (Residential) District of the Village Zoning Ordinance to develop said Real Estate as twenty-three (23) residential, single-family lots, in substantial conformity with a certain Preliminary Subdivision Plat and Engineering Plan prepared by Henderson and Bodwell and dated as last revised ^{July 4} June 17, 1985 (hereinafter referred to as the "Preliminary Development Plan"), a copy of which preliminary Development Plan is attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1, et seq., of the Illinois Municipal Code, as amended, a proposed Annexation Agreement similar in form and substance to this Agreement was submitted to the corporate authorities of the Village and a public hearing was held thereon pursuant to notice, as provided by statute; and

WHEREAS, pursuant to notice, as required by statute and ordinance, all required public hearings have been held by all appropriate commissions or other bodies relating to subdivision controls, zoning, official plan and building, housing and related restrictions and recommendations with respect thereto have been submitted to the corporate authorities of the Village.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, IT IS HEREBY AGREED as follows:

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1. This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1, et seq., as amended, of the Illinois Municipal Code.

2. The Petitioner and Owner have filed with the Clerk of the Village a proper petition to annex said Real Estate to the Village. Said petition is conditioned on and subject to the terms and provisions of this Agreement. It is understood and agreed that this Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void and of no force and effect unless the Real Estate is validly annexed to the Village and is validly zoned and classified in the R-4 (Residential) District, all as contemplated in this Agreement.

3. The corporate authorities of the Village, upon the execution of this Agreement, will enact an ordinance annexing the Real Estate to the Village.

4. Immediately after passage of the ordinance annexing said Real Estate, the Real Estate shall be zoned in the Village by the adoption of an appropriate amendment to the Zoning ordinance of the Village classifying the Real Estate to an R-4 Residential District.

5. The Village hereby approves the Preliminary Development Plan (Exhibit "B") pursuant to the provisions of the Village Subdivision Regulations Ordinance and in addition agrees to approve a Final Plat of subdivision, provided that the Plat:

(a) ~~Substantially~~ Conforms to the Preliminary Development Plan (Exhibit B); and

(b) Conforms to the terms of this Agreement and all applicable Village Ordinances as amended from time to time.

6. The Petitioner will be permitted to extend and connect to the existing sewer and water mains, upon payment of existing connection fees therefor.

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7. The Village shall pass all ordinances which may be necessary to carry out the terms and provisions of this Agreement.

8. This Agreement will be binding on all parties for a term of ten (10) years from the date of execution of this Agreement by the Village.

9. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

RIEGER CONTAINING EXONERATION
CLAUSE ATTACHED BEFORE EXECUTION

VILLAGE OF GLENVIEW, ILLINOIS

ATTEST:

By: [Signature]
Its: [Title]

By: [Signature]
Its: [Title]

SUNDANCE HOMES OF HIGHLAND PARK, INC., an Illinois corporation

ATTEST:

By: [Signature]
Its: [Title]

By: Mary Ann Stalowski
Its: Asst. Secretary

FIRST ILLINOIS BANK OF EVANSTON, solely as Trustee under Trust Agreement known as Trust No. R2133, and not personally or individually

ATTEST:

By: [Signature]
Its: Financial Services Officer

By: [Signature]
Its: CLIENT EXECUTIVE

EXECUTED IN QUADRUPPLICATE

C.D. JOHNSON CO., an Illinois corporation

ATTEST:

By: [Signature]
Its: [Title]

By: [Signature]
Its: Secretary

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties, indemnities and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, indemnities and agreements of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust property, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First Illinois Bank of Evanston, N.A. or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or agreements of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties to this instrument and by all parties claiming by, through, or under them.

Doc. 87410. P 1

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EXHIBIT A

THAT PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 53 to 60, BOTH INCLUSIVE, J. C. D. JOHNSON COMPANY'S THE MEADOWS, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 33 AFORESAID, AND LYING EAST OF AND ADJOINING THE EAST LINE OF GLENDALE ROAD, AS LAID OUT IN AFORESAID SUBDIVISION (EXCEPTING THE SOUTH 225.0 FEET OF THE EAST 100.0 FEET OF THE WEST 260.0 FEET OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 33 AFORESAID), IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Handwritten signature

NO CHARGE
WILL CALL

NO CHARGE
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