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ANNEXATION AGREEMENT

THIS AGREEMENT, is made and entered into this 18 day of February 1986, by and between the VILLAGE OF GLENVIEW, ILLINOIS (hereinafter referred to as the "Village"), by and through its President and Board of Trustees (hereinafter, together with their agents and representatives, collectively referred to as the "Corporate Authorities"); and H & L BUILDERS, INC., an Illinois Corporation, 1138 Bette Lane, Glenview, Illinois (hereinafter referred to as "Contract Optionee"), and its nominee, if any, together with GLENVIEW STATE BANK, a Corporation of Illinois, 800 Waukegan Road, Glenview, Illinois, as Trustee under Trust Agreement No. 1364, (hereinafter referred to as "Contract Optionor"), and its nominee, if any, (both collectively hereinafter referred to as "Owners").

WITNESSETH:

WHEREAS, the Owners are the owners of record of a certain parcel of real estate, the legal description of which is set forth in Exhibit "A", attached hereto and made a part hereof, consisting of approximately nine plus acres (hereinafter referred to as the "Property"), situated in an unincorporated area of Cook County, which Property is contiguous to the corporate limits of the Village and may be annexed to the Village as provided in Article 7 (territory) and Division 15.1 (annexation) of the Illinois Municipal Code, as amended (Chapter 24, Illinois Revised Statutes 1983), herein referred to as the "Code";

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DOWNING AND
HUBZAGH, LTD
ATTORNEYS AT LAW

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

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

WHEREAS, the Corporate Authorities have determined that the annexation of the Property by the Village on the terms and conditions hereinafter set forth will promote sound planning and serve the best interest of the Village and enable the Village to reasonably control the development of the Property pursuant to existing ordinances, codes and regulations;

WHEREAS, the parties hereto acknowledge that any and all waivers from existing ordinances, codes, and regulations granted herein are exclusive to the parties hereto and their assigns;

WHEREAS, the statutory procedures provided in Section 11-15.1-1 et seq. of the Code with regard to the making of annexation agreements have been fully complied with by the parties to this Agreement;

WHEREAS, Owners propose that the property be developed in all respects in accordance with presently existing ordinances, rules and regulations of the Village, except as otherwise provided herein, including the Glenview Zoning Ordinance (hereinafter the "Zoning Ordinance"), Glenview Subdivision Ordinance (hereinafter the "Subdivision Ordinance"), Glenview Building Code (hereinafter the "Building Code") and other ordinances, rules and regulations (such ordinances, regulations and codes herein mentioned shall be collectively referred to as the "Village Regulations"), and;

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WHEREAS, following published notice, as required by statute and ordinance, on application of the Owners, a public hearing was held on the proposed zoning and preliminary subdivision by the Plan Commission of the Village (said Commission being duly designated by the Corporate Authorities of the Village to hold such public hearing and hereinafter being referred to as the "Plan Commission") to establish the Property subject to the R-4 Residential District standards and to develop the Property for residential use to permit construction of a twenty-eight (28) lot, single family subdivision as set forth on the Plat of Subdivision attached hereto as Exhibit "C" and made expressly a part hereof. Pursuant to the Zoning Ordinance, said public hearings and notice were held and published in a manner conforming in all respects to law.

WHEREAS, the Board of Trustees of the Village, by the affirmative vote of at least two-thirds of its members, has approved this Agreement and authorized the President and the Clerk of the Village to execute this Agreement, under which Agreement the zoning classification of the subject real estate will be established subject to the R-4 Residential District Standards, to permit the development for residential use as shown on Exhibit "C".

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

1. ANNEXATION. After the execution of this Agreement, the Corporate Authorities shall adopt an ordinance annexing the Property to the Village, in accordance with all the terms and provisions of this Agreement.

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2. ZONING. After the adoption of the annexation ordinance required in Section 1, the Corporate Authorities shall adopt an ordinance amending the Zoning Ordinance to classify the property as R-4 residential district, and shall adopt other appropriate ordinances, if needed, to effectuate the development of the Property, or parts thereof, in accordance with the evidence submitted and compiled in the approved minutes of the public hearings before the Plan Commission incorporated herein and made a part hereof by this reference, and in accordance with the Preliminary Plat of Subdivision attached hereto as Exhibit "C".

3. SUBDIVISION APPROVAL. Concurrent with the adoption of the zoning ordinance set forth in Section Two (2) hereof, the Village shall approve preliminary subdivision of the Property to permit development of a twenty-eight (28) lot single family subdivision as set forth on Exhibit "C". The Village agrees to review all engineering plans which the Owners may hereafter submit for the entire Property (or for portions thereof if developed in phases) and to approve said plans or to notify the Owners of proposed revisions or additional requirements. Upon final subdivision approval by the Plan Commission and the corporate authorities, the Village agrees to approve and execute a final Subdivision Plat, in conformance with the criteria set forth in this Paragraph 3, and to permit it to be recorded with the Recorder of Deeds of Cook County and/or the Torrens Office.

4. STREETS AND IMPROVEMENTS - DEDICATION. The Village shall accept dedication of all public streets and improvements now or hereafter located on the Property, including storm sewers and water mains, in accordance with the Village Regulations as applicable to the Property. It is understood that this

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paragraph shall not be applicable to the lateral service lines leading to individual buildings. The current Owners shall deliver to the Village a bill of sale for all accepted improvements.

5. HOMEOWNERS ASSOCIATION. Owners agree to cause a Homeowners Association to be created and that all owners of Lots of Record in this Subdivision shall, by deed covenants, be members of said Association. Such covenants of Association membership shall run with the land. Said Association shall have the authority and obligation to levy annual assessments on its members for the purpose of defraying landscaping maintenance expenses of the common detention areas as depicted on the preliminary Plat of Subdivision hereinbefore identified in Paragraph 3 of this Agreement. Owners agree that the Association By-Laws shall preclude the Association from modifying or terminating its landscape maintenance obligations herein set forth without the prior written approval of the Village.

6. WATER PRODUCTION FACILITIES. The Village owns and operates public water facilities and agrees to provide water service to the Property on a non-discriminatory basis by means of a connection to be made by the Owners. The tap-on fee for water applicable to the subject premises shall be in accordance with the rates and schedules as exist as of the date such fees are due and shall be payable at the time each plumbing permit is issued.

7. ANNEXATION, BUILDING PERMIT AND OTHER FEES. In connection with the annexation and development of the Property, Owners shall be required to pay such fees at such rates as exist as of the date such fees are paid.

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8. SCHOOL AND PARK DISTRICT DONATIONS. The parties hereto acknowledge that, pursuant to Village Ordinance 1528, the following cash donations are to be made as set forth below:

Glenview Park District:	\$561.63 per buildable lot, or a total of \$15,164.01
Community Consolidated District 34:	\$595.97 per buildable lot, or a total of \$16,091.68
Northfield Township High School District 225:	No donation required

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Any other provision of said Ordinance 1528 to the contrary notwithstanding, Owners required donations shall be limited as set forth herein.

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

10. RIGHT OF RECAPTURE. Owners shall be entitled to pro-rata recapture of the costs of off-site improvements as set forth in Paragraph 11. Said right of recapture shall be assessed against that real property which fronts the west side of Greenwood Avenue between Glenview Road and the southern property line of Owner's property ("Property"). Village agrees to timely adopt any and all ordinances necessary to effectuate the aforementioned right of recapture.

11. ON-SITE PUBLIC IMPROVEMENTS. The Village acknowledges and hereby approves a two-phase development of the subject property as set forth on the Preliminary Plat of Subdivision attached hereto as Exhibit "C". The Village and Owners agree that Phase I construction shall consist of Lots 8 through 22 as set forth on said Exhibit "C". On-site public improvements shall consist of

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only that portion of the internal street (Crestwood Lane extended) contained within Phase I, only those sanitary sewer facilities necessary to service Phase I (and connection to the existing 8" line running along the north side of Crestwood Lane extended), only that portion of the public water production facilities necessary to service Phase I, and only that portion of the storm water facilities necessary to service Phase I (and connection to the existing 21" line running along the north side of Crestwood Lane extended) together with completion of the storm water detention facility as more fully set forth on said Exhibit "C". All construction traffic shall only be via a "haul" road from Greenwood Avenue.

All other Village codes, ordinances, policies and procedures to the contrary notwithstanding, the parties hereto agree that Owner shall only be required to deposit with Village as public improvement construction performance escrow those sums necessary to insure completion of the public improvements hereinbefore set forth as Phase I requirements. The amount of the deposit shall be ONE HUNDRED TEN (110%) PERCENT of the engineer's estimate for completion of the aforementioned work.

The parties hereto further acknowledge that the balance of the development of the subject property shall be as set forth in Phase II (Lots 1-7 and 23-27) of Exhibit "C". Prior to initiation of any Phase II construction, Owner shall deposit with Village as public improvement construction performance escrow, those sums necessary to insure completion of the public improvements set forth as Phase II requirements. These improvements shall include completion of the internal public street, the

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sanitary sewer service, the storm water drainage service and water production facilities. The amount of the deposit shall be ONE HUNDRED TEN (110%) PERCENT of the engineer's estimate for completion of the aforementioned work.

12. OFF-SITE PUBLIC IMPROVEMENTS. The parties hereto acknowledge and agree that certain "off-site" public improvements are to be constructed in conjunction with Phase II development of the subject property. These improvements consist generally of the installation of a sixteen (16) inch water service line on the west side of Greenwood Avenue from Glenview Road (existing twelve (12) inch line) to the northern terminus of the subject property and the widening of Greenwood Avenue north from Dell Place to the northern terminus of the subject property, all as more fully set forth on the document(s) entitled "Windsor Estates - Off-Site Engineering Design" attached hereto as Exhibit "D".

All other Village codes, ordinances, policies and procedures to the contrary notwithstanding, the parties hereto agree that Owner shall only be required to deposit with Village as public improvement construction performance escrow monies those sums necessary to insure completion of the off-site public improvements hereinbefore set forth according to the following deposit schedule:

A. The sum of FOUR THOUSAND TWO HUNDRED FIFTY (\$4,250.00) DOLLARS, or such other amount as is necessary to equal the sum of ONE HUNDRED TEN (110%) PERCENT of the estimated cost of the aforementioned off-site improvements, divided by twenty-seven (27), being the number

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7/20/2010

of buildable lots. The payments set forth herein shall be paid from the proceeds upon the closing of each of the individual fifteen (15) lots to be developed by Owner in Phase I; and Owners agree to provide a written notice to the Village ten (10) days prior to each closing.

B. The balance of the ONE HUNDRED TEN (110%) PERCENT off-site public improvement construction escrow shall be deposited with the Village within ninety (90) days of the closing of the fifteenth lot in Phase I or within ten (10) days immediately following final subdivision approval by the Village Board of Phase II, whichever is the first to occur; and

C. The estimated cost of the aforementioned off-site improvements shall be determined by Owners' engineer's estimates, as approved by the Village which approval shall not be unreasonably withheld.

12. ENFORCEMENT AND SEVERABILITY. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein contained and all terms, covenants, and conditions contained herein shall be considered covenants running with the property. The parties hereto agree that this agreement may be recorded with the Recorder of Deeds of Cook County and/or the Torrens Office. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

13. TERM. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns for a

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full term of twenty (20) years commencing as the date hereof, as provided by statute and to the extent permitted thereby. It is agreed that in the event the annexation of the real estate or the terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year term.

14. ASSIGNMENTS. The Village, as a party to this Agreement, shall be notified, in writing, of any assignments thereof.

15. OTHER ORDINANCES. The Village shall pass all ordinances which may be necessary to carry out the term and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this 18 day of February, 1986, the same being done after public hearing, notice and statutory requirements having been fulfilled.

VILLAGE OF GLENVIEW, ILLINOIS
A Municipal Corporation

(SEAL)

Scott J. Netter
President
PRO TEM

ATTEST:

Katherine Casper
Village Clerk

CONTRACT OPTIONOR:

This Agreement State Bank is subject to the final
approval of the State Bank Board of Directors
and the Board of Directors of the State Bank
is to be held out against the State Bank.

GLENVIEW STATE BANK, a
Corporation of Illinois, as Trustee
under Trust Agreement dated March 2,
1977 and known as Trust No. 1364
and not personally

800 Waukegan Road
Glenview, Illinois 60025

By: Tubula Dues
Vice President

Attest: Alice Hanson - 10 -
Assistant Trust Officer

MILLER, FOREST,
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~~Attest:~~

CONTRACT OPTIONEE:

H & L BUILDERS, INC., an Illinois Corporation.

1138 Bette Lane
Glenview, Illinois 60025

By: *Lorenz Mayer*
Lorenz Mayer, President

Attest: *Harendra M. Patel*
Harendra M. Patel, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 27th day of February, 1986, before me, a Notary Public, in and for the County and State aforesaid, personally appeared Nikki Owens and Alice Hansen, who being known to me to be the Vice President and Assistant Trust Officer, respectively, of GLENVIEW STATE BANK, and being by me duly sworn, did depose, acknowledge and say: that they are the Vice President and Assistant Trust Officer, respectively, of GLENVIEW STATE BANK, the corporation described in and which executed the foregoing instrument; that the instrument was executed and attested on behalf of the corporation as Trustee by authority of its Board of Directors; and that they acknowledge the execution of the instrument to be the voluntary act and deed of the corporation, as Trustee by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 27th day of February, 1986.

[Signature]
Notary Public

My Commission Expires July 11, 1987

My commission expires _____, 19__.

(Seal)

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HUSZAGH, LTD.
ATTORNEYS AT LAW
800 WAUKEGAN ROAD
GLENVIEW, ILLINOIS 60025
(312) 728-3320

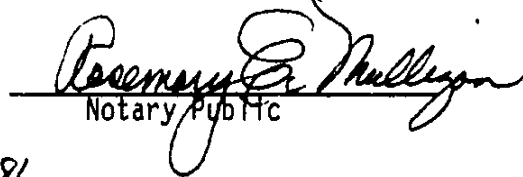
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that LORENZ MAYER, personally known to me to be the President of H & L BUILDERS, INC., an Illinois corporation with offices at 1138 Bette Lane, Glenview, Illinois 60025, and HARENDRA M. PATEL, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day
of February, 1986.


Notary Public

My commission expires July 12, 1986.

(Seal)

Michael D. Downing
Attorney for Petitioners
Miller, Forest, Downing and Huszagh, Ltd.
800 Waukegan Road
Glenview, Illinois 60025
(312) 729-3320
#24104

4918A/0207A/MDD
Rev. 2/25/86

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TABLE OF EXHIBITS

Exhibit "A"	Legal Description
Exhibit "B"	Plat of Annexation
Exhibit "C"	Preliminary Plat of Subdivision
Exhibit "D"	Windsor Estates - Off-Site Engineering Design

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EXHIBIT "A"

The North one-half of the South one-half of the East one-half of the East one-half of the North West one-quarter (Except the West 100 feet of the East 150 feet of the South 100 feet of the North 166 feet thereof) of Section 33, Township 42 North, Range 12 East of the Third Principal Meridian, in the Town of Northfield, in Cook County, Illinois.

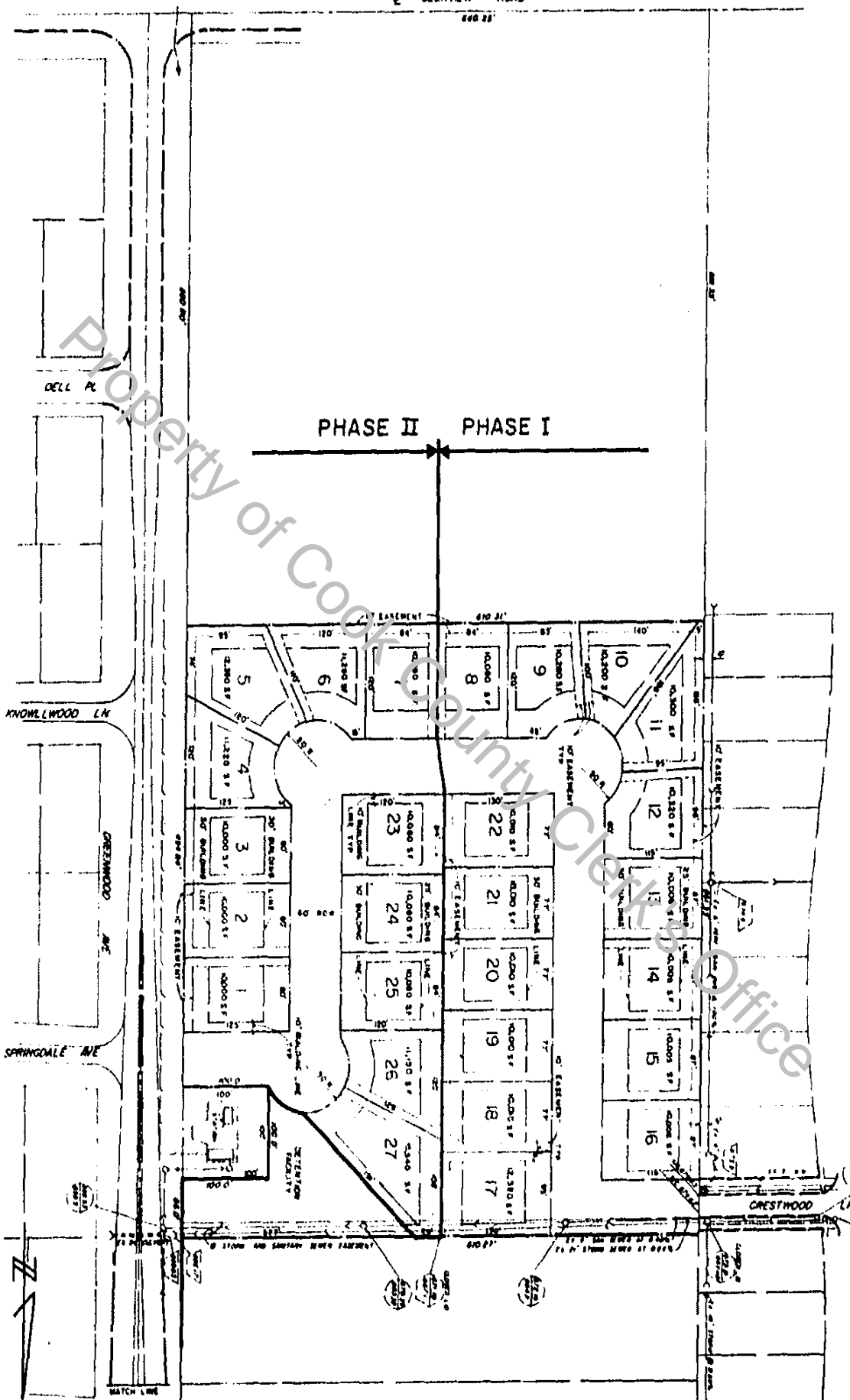
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JOB NUMBER
8032
SHEET OF 1



SETON ENGINEERING COMPANY
 CIVIL ENGINEERS
 860 GREEN BAY ROAD • BLOOMINGHAM, ILLINOIS 60009 • ME-448-0728

DESIGN: T. McC. DRAFTING: _____
 SCALE: 1" = 50' DATE: 9-10-85

PRELIMINARY PLAT OF SUBDIVISION
WINDSOR ESTATES
 GLENVIEW, ILLINOIS
 EXHIBIT 'C'

REVISIONS	
DATE	DESCRIPTION
11/18/85	BY: [Signature]

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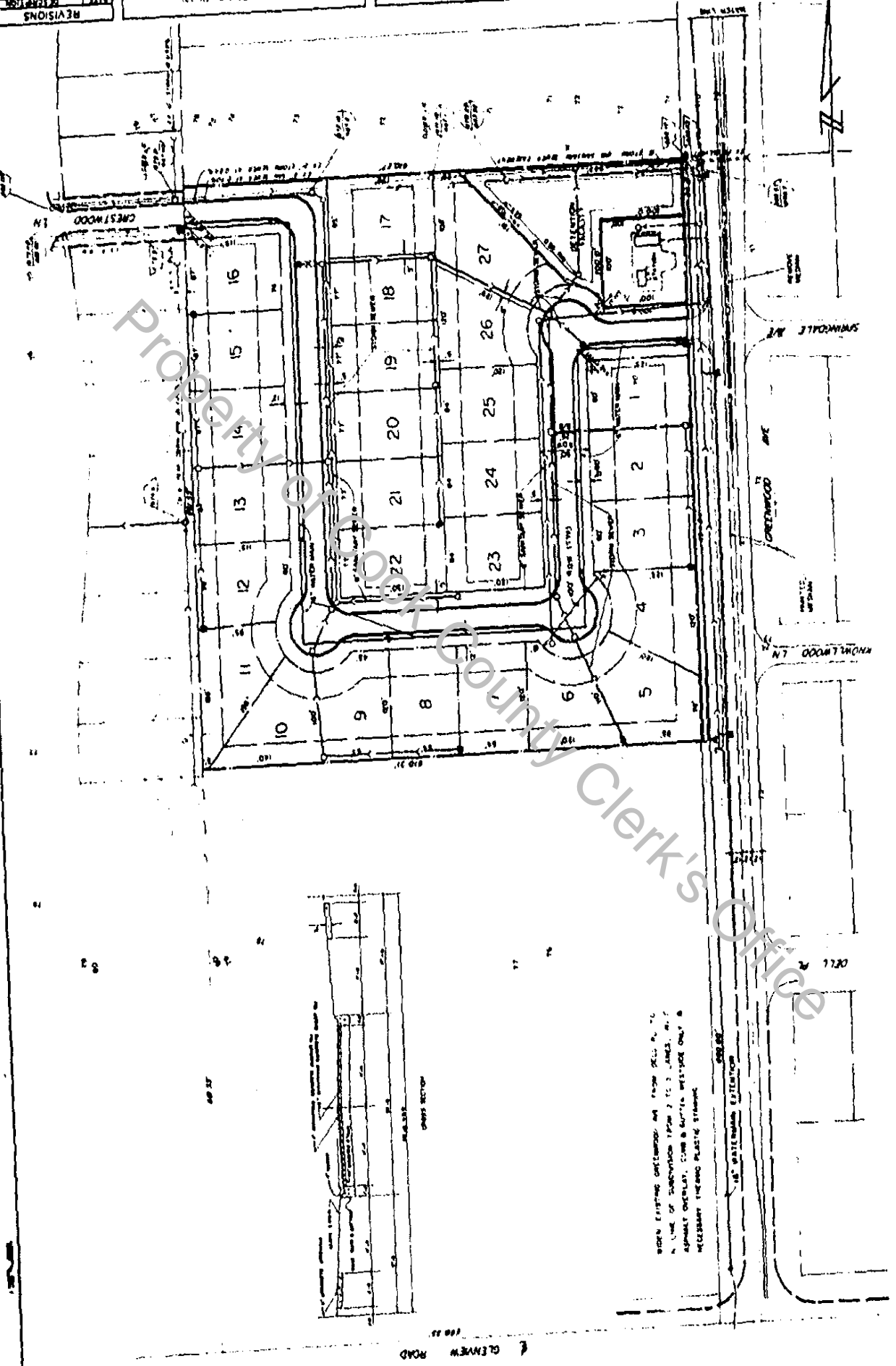
JOB NUMBER
DATE
SHEET OF 1

SETON ENGINEERING COMPANY
100 WEST 10TH AVE. SUITE 100
DENVER, CO 80202
PHONE 733-1111
FAX 733-1112

WINDSOR ESTATES
8 OFFSITE ENGINEERING PLAN
P.O. BOX 100
DENVER, CO 80202

NO.	DATE	REVISIONS

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WHERE EXISTING UTILITIES ARE SHOWN AS PER 2000 P.C. 7.2
A LINE OF TOLERANCE FROM 7 TO 5 FEET, AND A
ASPHALT OVERLAY, CURB & GUTTER WESTSIDE ONLY, IS
NECESSARY THROUGH PLASTIC STRAPS.

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Annexation
Windsor Estates Sub-
division (Swenson/H&L
Property)

ORDINANCE NO. 2671

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

WHEREAS, on the 18th day of March, 1986, 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 Windsor Estates Subdivision, which said Annexation Agreement is incorporated herein by reference; and

WHEREAS, pursuant to said Annexation Agreement of the day of February 18, 1986, 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 Windsor Estates Subdivision located on the west side of Greenwood Avenue, approximately 600 feet north of Glenview Road and is legally described as follows:

The North half of the South half of the East half of the East half of the Northwest Quarter (except the West 100 feet of the East 150 feet of the South 100 feet of the North 100 feet thereof) of Section 33, Township 42 North, Range 12 East of the Third Principal Meridian, in the town of Northfield, in Cook County, Illinois. Also, all of Greenwood Avenue lying East of and adjoining the above-described property in the Northeast Quarter of Section 33, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

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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 18th day of February, 1986, which said Annexation Agreement is incorporated herein by reference.

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 4th day of March, 1986

AYES: 4 NAYS: 0 ABSENT: 0 ABSTENTION: 0

APPROVED by me this 4th day of March, 1986

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

ATTESTED and FILED in my office
this 4th day of March,
1986, and published as provided
by law in Book or Pamphlet form
the 5th day of March,
1986.

Katherine G. Appert
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

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foregoing is a true and correct copy of ordinance No. 2671, duly enacted by the President and Board of Trustees of the Village of Glenview at a regular meeting thereof on the 4th day of March, 1986, 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 February 13, 1986, by Certified Mail.

Dated this 4th day of March, 1986


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

DEPT-01 RECORDING
T#1111 TRON 4338 05/26/86 10 43:00
#9923 # A *--86--115797

Published in Pamphlet Form by Authority and Order of the
President and Board of Trustees of the Village of
Glenview, Cook County, Illinois, March 5, 1986

EMERGENCY

WILL CALL

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7/1/86
C. Appert
M. Hill

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SECRET

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3-26-86

