

That part of lots 2 and 3 in the Superior Court partition of lots 6 and 8 in the County Clerk's division in the west half of Section 28, and also lots 7 and 8 in the County Clerk's division of Section 30, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: Beginning at a point on the northernly line of said lot 3, said point being 782.11 feet northwesterly of the northernly southernly corner of said lot; thence west along a line parallel with the most northernly south line of said lot, also being the north line of Larch Avenue, in Northfield Woods, as per plat of subdivision recorded May 7, 1954 as Document number 15800702 in Cook 424 of Plats, page 21 to a point 74.0 feet east of the northeast corner of

Section 11. The property commonly known as Howard Shopping Plaza located at 1700 Milwaukee Avenue, and is legally described as follows:

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

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;

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 5% 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 said property annexed to the said Village of Glenview, the said property hereinafter described; and

WHEREAS, on the 19th day of January, 1988, 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 19th day of January, 1988, 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

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

ORDINANCE NO. 2834

Annexation
Howard Shopping Plaza

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PLAT WITH THIS DOCUMENT

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WITH THIS

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Larch Avenue and Maple Street in said Northfield Woods subdivision, thence north parallel with the east line of said Maple Street, 80.0 feet; thence west parallel with the north line of said Larch Avenue, 74.0 feet to the east line of said Maple Street, thence north along the east line of said Maple Street to the south line of Lake Avenue; thence easterly along the south line of Lake Avenue to the center line of Milwaukee Avenue, thence southeasterly along the Center line of Milwaukee Avenue to the place of beginning, (except therefrom that part lying northerly and easterly of the following described line: Beginning at the point of intersection of the center line of Milwaukee Avenue and a line 85.0 feet south (measured along said center line of Milwaukee Avenue) of and parallel with the north line of Lot 3 aforesaid; thence westerly along said parallel line to its intersection with a line 200.17 feet westerly (as measured along the north line of Larch Avenue) of and parallel with the center line of Milwaukee Avenue; thence northwesterly along said parallel line to the south line of Lake Avenue, hereinafore mentioned), all in Cook County, Illinois.

ALSO

That part of Lot 3 in the Superior Court partition of Lots 6 and 8 in the County Clerks Division in the west half of Section 29, and also Lots 7 and 8 in the County Clerk Division of Section 30, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at the northeast corner of Larch Avenue and Maple Street in Northfield Woods subdivision, as per plat of said subdivision recorded May 7, 1954, as Document number 15800702 in Book 424 of Plats of page 2; thence east on the north line of Larch Avenue of said subdivision, 74.0 feet; thence north parallel with the east line of said Maple Street, 80.0 feet; thence west parallel with the north line of Larch Avenue 74.0 feet to the east line of Maple street; thence south on the east line of said Maple Street to the place of beginning.

ALSO

That part of Lot 3 in Superior Court partition of Lots 6 and 8 in the County Clerk's Division in the west half of Section 29 and also of Lots 7 and 8 in the County Clerk's Division of Section 30, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at a point on the northeasterly line of said Lot 3, said point being 493.33 feet northwesterly of the most northerly southeast corner of said Lot 3; (measured on the northeasterly line of said Lot 3); thence west along a line parallel with the most northerly south line of said lot, a distance of 210.45 feet; thence northwesterly along a line parallel with the northeasterly line of said lot, a distance of 207.0 feet; thence east along a line parallel with the most northerly south line of said lot 3, a distance of

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210.45 feet to the northeasterly line of said Lot 3 thence southeasterly along the northeasterly line of said Lot 3 a distance of 207.0 feet to the place of beginning (excepting therefrom that part which lies southwesterly of a line drawn perpendicular to the westerly line thereof from a point in said west line, said point begin 83.54 feet northwesterly of the southwest corner thereof (measured along said westerly line) (also excepting from said tract that part thereof falling northeasterly of a line drawn parallel with and 50 feet southwesterly of the northeasterly line of said Lot 3), in Cook County, Illinois.

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 hereto entered into by and between the Village of Glenview and the said property owners dated the 19th day of January, 1988, 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.

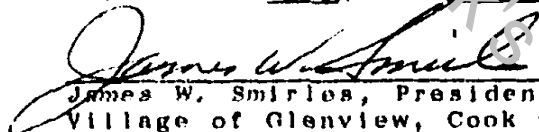
Section 4: Every section and provision of this ordinance shall be separable, and the invalidity of any portion of this ordinance shall not affect the validity of any other portion hereof.

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


PASSED this 19th day of January, 1988

AYES: 5 NAYS: 0 ABSENT: 2 ABSTENTION: 0

APPROVED by me this 19th day of January, 1988


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

ATTESTED and FILED in my office
this 19th day of January,
1988.


Paul T. McCarthy, Clerk of the
Village of Glenview, Cook
County, Illinois

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The undersigned hereby certifies that he is the Village Clerk and that as such he is custodian of the records of the municipality and keeper of the minutes of the Village Board; and he further certifies that the foregoing is a true and correct copy of Ordinance No. 2834, duly enacted by the President and Board of Trustees of the Village of Glenview at a regular meeting thereof on the 19th day of January, 1988, and passed on roll call vote as shown on the foregoing; and he further certifies that due notice of the consideration of said ordinance was given to the Trustees of the Glenbrook Fire Protection District on January 5, 1988.

Dated this 19th day of January, 1988



Paul T. McCarthy, Clerk of
the Village of Glenview, Cook
County, Illinois.

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Howard Shopping Plaza
1/04/88

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of JANUARY, ¹⁹⁸⁸ ~~1987~~, by and between the VILLAGE OF GLENVIEW, ILLINOIS, a home rule municipality, (hereinafter the "Village"), by and through its President and Board of Trustees (hereinafter "the Corporate Authorities"), and NORTHFIELD WOODS WATER AND UTILITY CO., and GLENVIEW STATE BANK as Trustee under Trust No. 1152, (hereinafter referred to as "Owners").

W I T N E S S E T H:

WHEREAS, Northfield Woods Water and Utility Co. (hereinafter sometimes referred to as the "Northfield Woods Water and Utility Co.") is the Owner of the property described in Exhibit "A" which constitutes a portion of the Premises to be annexed.

WHEREAS, Glenview State Bank as Trustee under Trust No. 1152 (hereinafter sometimes referred to as "GSB Trust No. 1152") is the owner of the property described in Exhibit "B" which constitutes a portion of the Premises to be annexed.

WHEREAS, all the property described in Exhibit "A" and "B" constitute the property to be annexed (hereinafter referred to as "Premises");

WHEREAS, the Premises consists of the Howard Shopping Plaza property including "Dappers Restaurant, 14 stores in a strip shopping center, Howard Savings and Loan and a small almost triangular vacant parcel of land with limited frontage on Milwaukee Avenue on the south side of Larch Avenue.

WHEREAS, the Premises is situated in an unincorporated area of Cook County, is contiguous to the corporate limits of the

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Howard Shopping Plaza
1/04/88

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 (ch. 2.4 of Ill. Rev. Stat., 1985, hereinafter referred to as the "Annexation Statute");

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 Premises to the Village on the terms and conditions hereinafter set forth, will promote sound planning, will serve the best interests of the Village, and will enable the Village to reasonably control the use of the Premises;

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

WHEREAS, following published notice, as required by statute and ordinance, on application of the Owners, a public hearing was held on January 19, 1988, by the Corporate Authorities of the Village, on this proposed Annexation Agreement, on the proposed zoning of the Premises, and on the vacation of a portion of Larch Avenue. Said application is to establish the Premises as a B-2 General Business District. Pursuant to the Zoning Ordinance, said public hearings and notices were held in a manner conforming in all respects to law; and

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WHEREFORE, the Board of Trustees of the Village, by the affirmative vote of at least three-fourths 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 B-2 General Business District Standards.

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

1. Annexation. Upon the execution of this Agreement, the Corporate Authorities shall adopt an ordinance at the next regularly scheduled meeting of the Village Board of Trustees annexing the Premises to the Village, in accordance with the provisions of this Agreement.

2. Zoning. a) After the adoption of the annexation ordinance required in Section 1, the Corporate Authorities shall promptly adopt an ordinance amending the Zoning Ordinance to provide that the classification or district applicable to the Premises shall be subject to the B-2 General Business District standards, except as provided herein, and shall adopt other appropriate ordinances, if needed, to effectuate the continued use of the Howard Shopping Plaza, Howard Savings and Loan Association with its drive-in window facility; and Dappers Restaurant; b) The Village agrees to accept all of the signs currently located on the Premises as permitted legal and conforming signs. Said signs shall be permitted to remain and be maintained in their current size, height, condition and location.

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1/04/88

"Maintenance" shall be deemed to include the changing or replacement of face inserts of any such sign whether the change of name is voluntarily made by the Owners of the Premises or whether the change is requested by a successor owner of the Premises. A Village permit shall be required to change or replace the face inserts of said signs. However, if said sign face inserts are to be replaced with the same size, color, and letter style as existing, then no Appearance Commission approval is required; c) The Village agrees to permit the erection of a ground sign on the West Lake Street side of the Premises in the same location and in accordance with that certain previously approved Cook County variance, Docket No. 4204. However, said ground sign shall not exceed the height and/or area of the current "Dappers" Restaurant ground sign; d) The Village agrees to accept the setbacks currently existing on the Premises. All structures and buildings existing on the Premises shall be considered as legal conforming structures and buildings; e) The Village agrees that the existing number of parking spaces on the Premises is acceptable to the Village and shall not render the Premises non-conforming. Use of the basement of Dappers Restaurant for office uses, if requested by the Owners, is permitted by the Village and shall not be prohibited by the Village on the basis of insufficient parking.

3. Final Subdivision Approval. The Premises shall not require any further subdivision approvals unless the existing structures are removed and new buildings are to be constructed. Subdivision approval shall not be required for interior tenancy

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1/04/88

changes or normal maintenance work. For purposes of this Annexation Agreement, repaving or resurfacing of the parking lot areas will be considered to be normal maintenance.

4. Water Main Extension. The Owners, at their option and cost, may extend the water main presently serving the Howard Savings and Loan building to the Howard Shopping Plaza and Dappers Restaurant.

5. Water Connection and Tap-on Fees. The Village shall not assess a water connection charge as set forth in ch. 21.16 of the Village Code for water service extended to the Premises. The Owners agree that the Village shall be permitted to assess a tap-on fee as prescribed in ch. 21.11 of the Village Code in accordance with the schedule attached hereto as Exhibit "C".

6. Vacation of a Portion of Larch Avenue. Simultaneous with the adoption of the Zoning Ordinance the Village hereby agrees to adopt an ordinance, pursuant to the procedural requirements of applicable statutes and ordinances, vacating the length and breadth of Larch Avenue commencing from Milwaukee Avenue to a point approximately 210.45 feet west of Milwaukee Avenue as measured along the south right of way line of Larch Avenue, then north perpendicular to Larch Avenue, to the north right of way line of Larch Avenue, then east to Milwaukee Avenue. Said vacation shall be for the benefit of the Owners of the Premises with title to the vacated portion of Larch Avenue passing to the Owners herein by operation of law. It is expressly understood that the Village requirement in Resolution R-62-12, that an entire block of a street be vacated shall not be imposed

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In this case. It is also understood that the charge for the vacation shall be based on the fair market value of the property and shall not be based on the value of the benefit conferred to the Owners. In this regard, it is agreed that the qualified appraisal shall be prepared by Terrence O'Brien and Associates or R. J. Schmidt and Company. In the event of a dispute over the amount, then the amount shall be the average of the two. The Village agrees that the deed to the vacated Larch Street property will be delivered to the Glenview State Bank as Trustee under Trust No. 1152 within 60 days of the date of this Annexation Agreement upon condition that the amount of the agreed upon fair market value is tendered to the village.

7. Annexation. In connection with the annexation of the Premises, Owners shall not be required to pay any annexation fees nor be responsible to pay for the Plat of Annexation.

8. Permits. The Village agrees, that upon application, it will promptly issue the necessary building, remodeling, and other permits for construction or remodeling of the buildings and improvements, subject to the Owners being in full compliance with all Village Regulations. However, in no event shall the provisions of section 10.2 of the Village Zoning Code be applicable to the Premises, said provision requiring the entire property to be in full compliance with all village codes before a permit to remodel only a portion of the property be issued. It is the intent of this paragraph to impose the village codes on only the specific portion of the Premises for which a permit application is made and not to impose any conditions or

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Howard Shopping Plaza
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restrictions on another area or tenancy in the Premises because it does not conform to village codes.

9. Liquor license. The Village agrees that the Howard Shopping Plaza, which includes Dappers Restaurant, shall be permitted at all times to retain its two (2) liquor licenses now granted to Moon Doggies, a fast food restaurant, and Dappers. Expansion, if any, of the fast food restaurant will not jeopardize the liquor license. It is understood by the Owners, however, that convenience-type food stores, gasoline marts and more than one fast food restaurant shall not be entitled to a liquor license. In the event that an Osco, Walgreens or other comparable facility leases space in the Shopping Center, then a liquor license to sell packaged liquor shall be made available to it. In the event that the existing liquor license holders seek to renew the liquor licenses, then Cook County standards (including 2:00 a.m. hours of operation) for liquor license renewals shall apply. However, if a new applicant applies for a liquor license, then the new applicant shall meet the requirements of the Village Liquor Control Code. It is expressly agreed, however, that if the Village Liquor Control Code contains a locational restriction, ie. no two liquor licenses can be within, for example, two blocks or 1,000 feet of each other, then such locational requirement shall not be applied to deny a liquor license to the new applicant.

10. Tax Abatement. The Village agrees to rebate to the Owner the difference between the Village real estate property tax and the real estate property tax otherwise applicable to the Premises after annexation occurs for a period of five (5) years thereafter or until the Ownership of the Premises changes, whichever first occurs. Change of ownership shall mean ownership without any member of the Prodromos family.

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Howard Shopping Plaza
1/04/88

11. Right to Disconnection. The parties agree that after annexation of the Premises to the Village, the Owner shall have the right to file a petition for disconnection of the Premises with the Village and the Village shall not object to disconnection upon the happening of the following: a court of competent jurisdiction of the Circuit Court of Cook County, Illinois, to wit: County Department, Chancery Division or Law Division, shall have specifically held by a preponderance of the evidence that the Village has harassed the Owners of the Premises and/or the businesses located thereon and appeal rights have been exhausted with regard to such holding. In the event that a holding as referred to hereinabove has been rendered and affirmed on appeal, the Village agrees not to involuntarily annex the Premises for a period of ten (10) years after the date upon which the Court adjudication becomes final. The Village agrees to pay all costs and attorneys fees of the Owners if the Village loses this litigation.

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. 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 full term of twenty (20) years

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Howard Shopping Plaza
1/04/88

commencing as of the date hereof, as provided by statute and to the extent permitted thereby. It is agreed that in the event the annexation of the 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.

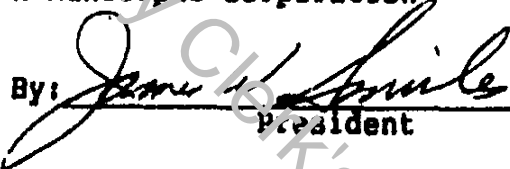
13. Other Ordinances. The Village shall pass all ordinances which may be necessary to carry out the term and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this 9th day of JANUARY, 1988, the same being done after public hearing, notice and statutory requirements having been fulfilled.

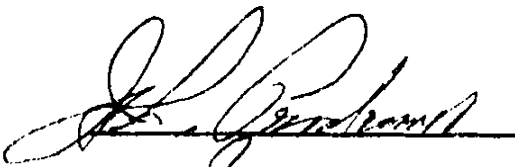
ATTEST:


Village Clerk

VILLAGE OF GLENVIEW, ILLINOIS
A Municipal Corporation

By: 
President

ATTEST:

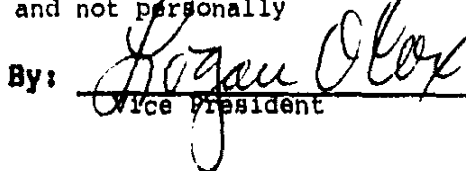

Its: Assistant Trust Officer

NORTHFIELD WOODS WATER & UTILITY CO.

By: 
Pres.

The Glenview Water Board exercises this authority under the authority of the State of Illinois, and the Board is not a public utility within the meaning of the Public Utility Act of 1909, as amended, or any other law of the State of Illinois. The Board's authority is limited to the territory of the State of Illinois.

GLENVIEW STATE BANK as T/O/T #1152
and not personally

By: 
Vice President

ATTEST:



Its: Assistant Trust Officer

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EXHIBIT C

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(1) Water Main Taps

	<u>1"</u>	<u>1-1/2"</u>	<u>2"</u>
Tap Charge	\$150.00	\$150.00	\$150.00
Corporation Stop	42.00	115.00	100.00
Roundway	53.00	119.00	175.00
Buffalo Box	46.00	72.00	72.00
Tapping Sleeve		<u>125.00</u>	<u>125.00</u>
	<u>\$291.00</u>	<u>\$581.00</u>	<u>\$702.00</u>

Taps over 2": Inspection fee of \$50.00 with tapping to be contracted and paid for by customer.

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EXHIBIT B

ALSO

THAT PART OF LOT 3 IN SUPERIOR COURT PARTITION OF LOTS 6 AND 8 IN THE COUNTY CLERK'S DIVISION IN THE WEST HALF OF SECTION 29 AND ALSO OF LOTS 7 AND 8 IN THE COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 3, SAID POINT BEING 493.33 FEET NORTHWESTERLY OF THE MOST NORTHERLY SOUTHEAST CORNER OF SAID LOT 3; (MEASURED ON THE NORTHEASTERLY LINE OF SAID LOT 3); THENCE WEST ALONG A LINE PARALLEL WITH THE MOST NORTHERLY SOUTH LINE OF SAID LOT, A DISTANCE OF 210.45 FEET; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 207.0 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE MOST NORTHERLY SOUTH LINE OF SAID LOT 3, A DISTANCE OF 210.45 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 3 A DISTANCE OF 207.0 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART WHICH LIES SOUTHWESTERLY OF A LINE DRAWN PERPENDICULAR TO THE WESTERLY LINE THEREOF FROM A POINT IN SAID WEST LINE, SAID POINT BEING 83.54 FEET NORTHWESTERLY OF THE SOUTHWEST CORNER THEREOF (MEASURED ALONG SAID WESTERLY LINE); ALSO EXCEPTING FROM SAID TRACT THAT PART THEREOF FALLING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 50 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF SAID LOT 3), IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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EXHIBIT A

THAT PART OF LOTS 2 AND 3 IN THE SUPERIOR COURT PARTITION OF LOTS 6 AND 8 IN THE COUNTY CLERKS DIVISION IN THE WEST HALF OF SECTION 29, AND ALSO LOTS 7 AND 8 IN THE COUNTY CLERKS DIVISION OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT 3, SAID POINT BEING 782.11 FEET NORTHWESTERLY OF THE NORTHERLY SOUTHEAST CORNER OF SAID LOT; THENCE WEST ALONG A LINE PARALLEL WITH THE MOST NORTHERLY SOUTH LINE OF SAID LOT, ALSO BEING THE NORTH LINE OF LARCH AVENUE, IN NORTHFIELD WOODS, AS PER PLAT OF SUBDIVISION RECORDED MAY 7, 1954 AS DOCUMENT NUMBER 15900702 IN COOK 424 OF PLATS, PAGE 2; TO A POINT 74.0 FEET EAST OF THE NORTHEAST CORNER OF LARCH AVENUE AND MAPLE STREET IN SAID NORTHFIELD WOODS SUBDIVISION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID MAPLE STREET, 80.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LARCH AVENUE, 74.0 FEET TO THE EAST LINE OF SAID MAPLE STREET, THENCE NORTH ALONG THE EAST LINE OF SAID MAPLE STREET TO THE SOUTH LINE OF LAKE AVENUE; THENCE EASTERLY ALONG THE SOUTH LINE OF LAKE AVENUE TO THE CENTER LINE OF MILWAUKEE AVENUE, THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE TO THE PLACE OF BEGINNING, (EXCEPT THEREFROM THAT PART LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND A LINE 85.0 FEET SOUTH (MEASURED ALONG SAID CENTER LINE OF MILWAUKEE AVENUE) OF AND PARALLEL WITH THE NORTH LINE OF LOT 3 AFORESAID; THENCE WESTERLY ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH A LINE 260.17 FEET WESTERLY (AS MEASURED ALONG THE NORTH LINE OF LARCH AVENUE) OF AND PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF LAKE AVENUE, HEREINBEFORE MENTIONED), ALL IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 3 IN THE SUPERIOR COURT PARTITION OF LOTS 6 AND 8 IN THE COUNTY CLERKS DIVISION IN THE WEST HALF OF SECTION 29, AND ALSO LOTS 7 AND 8 IN THE COUNTY CLERKS DIVISION OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LARCH AVENUE AND MAPLE STREET IN NORTHFIELD WOODS SUBDIVISION, AS PER PLAT OF SAID SUBDIVISION RECORDED MAY 7, 1954, AS DOCUMENT NUMBER 15900702 IN BOOK 424 OF PLATS OF PAGE 2; THENCE EAST ON THE NORTH LINE OF LARCH AVENUE OF SAID SUBDIVISION, 74.0 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID MAPLE STREET, 80.0 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF LARCH AVENUE, 74.0 FEET TO THE EAST LINE OF MAPLE STREET; THENCE SOUTH ON THE EAST LINE OF SAID MAPLE STREET TO THE PLACE OF BEGINNING.

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Annexation
Prodrornos Vacant Parcel

ORDINANCE NO. 2832

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

WHEREAS, on the 19th day of January, 1988, 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 19th day of January, 1988, 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 Prodrornos Vacant Parcel located along the west side of Milwaukee Avenue between Lilac Avenue and the Cook County Forest Preserve, and is legally described as follows:

Lots Six (6) and Seven (7) in Superior Court partition of Lots Six (6) and Eight (8) of County Clerk's Division of the west half of Section Twenty Nine (29), and also of Lots Seven (7) and Eight (8) of County's Clerk Division of Section Thirty (30) all in Township Forty Two (42) North, Range Twelve (12) East of the Third Principal Meridian.

Sub Lot Seven (7) in Superior Court partition of Lots 6 and 8 County Clerk's Division of west half of Section Twenty Nine (29) and Lots 7 and 8 of County Clerk's Division in Section Thirty (30), Township

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Sub Lot Seven (7) in Superior Court partition of Lots 6 and 8 County Clerk's Division of west half of Section Twenty Nine (29) and Lots 7 and 8 of County Clerk's Division in Section Thirty (30), Township Forty Two (42) North, Range Twelve (12), East of the Third Principal Meridian.

Lot 20 in Northfield Woods, a subdivision of part of Lot 3 in Superior Court Partition of Lots 6 and 8 in County Clerk's Division in the west 1/2 of Section 29 and also of Lots 7 and 8 in County Clerk's Division of Section 30, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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 hereto entered into by and between the Village of Glenview and the said property owners dated the 19th day of January, 1988, 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.

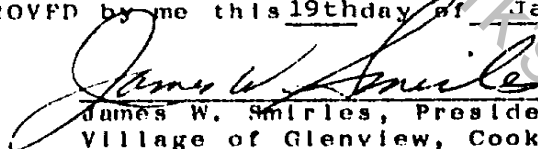
Section 4: Every section and provision of this ordinance shall be separable, and the invalidity of any portion of this ordinance shall not affect the validity of any other portion hereof.

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

PASSED this 19th day of January, 1988

AYES: 5 NAYS: 0 ABSENT: 2 ABSTENTION: 0

APPROVED by me this 19th day of January, 1988


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

ATTESTED and FILED in my office
this 19th day of January,
1988.


Paul T. McCarthy, Clerk of
the Village of Glenview, Cook

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Property of Cook County Clerk's Office

11/11/11

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The undersigned hereby certifies that he is the Village Clerk and that as such he is custodian of the records of the municipality and keeper of the minutes of the Village Board; and he further certifies that the foregoing is a true and correct copy of Ordinance No. 2832, duly enacted by the President and Board of Trustees of the Village of Glenview at a regular meeting thereof on the 19th day of January, 1988, and passed on roll call vote as shown on the foregoing; and he further certifies that due notice of the consideration of said ordinance was given to the Trustees of the Glenbrook Fire Protection District on January 5, 1988.

Dated this 19th day of January, 1988



Paul T. McCarthy, Clerk of
the Village of Glenview, Cook
County, Illinois

Property of Cook County Clerk's Office

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Milw. Ave. Vacant - 5-3/4 acres
01/4/88

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of JANUARY, ¹⁹⁸⁸ ~~1987~~, by and between the VILLAGE OF GLENVIEW, ILLINOIS, a home rule municipality, (hereinafter the "Village"), by and through its President and Board of Trustees (hereinafter "the Corporate Authorities"), and NORTHFIELD WOODS WATER AND UTILITY CO., and GUS PRODROMOS (hereinafter referred to as "Owners").

W I T N E S S E T H:

WHEREAS, Northfield Woods Water and Utility Co. (hereinafter sometimes referred to as the "Northfield Woods Water and Utility Co.") is the Owner of the property described in Exhibit "A" which constitutes a portion of the Premises to be annexed.

WHEREAS, Gus Prodromos is the owner of the property described in Exhibit "B" which constitutes a portion of the Premises to be annexed.

WHEREAS, all the property described in Exhibit "A" and "B" constitute the property to be annexed (hereinafter referred to as "Premises");

WHEREAS, the Premises consists of vacant property containing approximately 5-3/4 acres located on the south side of Lilac Avenue on the west side of Milwaukee Avenue with frontage on Milwaukee from Lilac Avenue south to the forest preserve (hereinafter referred to as the "Vacant Property").

WHEREAS, the Premises is situated in an unincorporated area of Cook County, is contiguous to the corporate limits of the

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Milw. Ave. Vacant - 5-3/4 acres
01/4/88

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 (ch. 2.4 of Ill. Rev. Stat., 1985, hereinafter referred to as the "Annexation Statute");

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 Premises to the Village on the terms and conditions hereinafter set forth, will promote sound planning, will serve the best interests of the Village, and will enable the Village to reasonably control the use of the Premises;

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

WHEREAS, following published notice, as required by statute and ordinance, on application of the Owners, a public hearing was held on January 19, 1988, by the Corporate Authorities of the Village, on this proposed Annexation Agreement, on the proposed zoning of the Premises, and on the vacation of a portion of Larch Avenue. Said application is to establish the Premises as a B-2 General Business District. Pursuant to the Zoning Ordinance, said public hearings and notices were held in a manner conforming in all respects to law; and

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Milw. Ave. Vacant - 5-3/4 acres
01/4/88

WHEREFORE, the Board of Trustees of the Village, by the affirmative vote of at least three-fourths 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 B-2 General Business District Standards.

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

1. Annexation. Upon the execution of this Agreement, the Corporate Authorities shall adopt an ordinance at the next regularly scheduled meeting of the Village Board of Trustees annexing the Premises to the Village, in accordance with the provisions of this Agreement.

2. Zoning. a) After the adoption of the annexation ordinance required in Section 1, the Corporate Authorities shall promptly adopt an ordinance amending the Zoning Ordinance to provide that the classification or district applicable to the Premises shall be subject to the B-2 General Business District standards, except as provided herein, and shall adopt other appropriate ordinances, if needed, to effectuate the development of the Vacant Property when the necessary building permits applications are submitted. b) Simultaneous with the adoption of the zoning ordinance, the Village shall grant a conditional use on the Vacant Property which shall permit the development of a new car/automobile dealership with typical ancillary uses found

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Milw. Ave. Vacant - 5-3/4 acres
01/4/88

at most dealerships. In the event that a new car/automobile dealership is sought, then the Village agrees to vary section 5-2(B) and section 5.1(c)-6(b) which would otherwise limit outdoor storage to ten (10%) percent of the floor area of the principal building. The Village shall also grant a conditional use which shall permit the development of a drive-in food and beverage establishment on the Vacant Property. In the event that a drive-in food and beverage establishment is sought, then the Village agrees that the County stacking and parking requirements shall be applicable. c) The Village agrees that the identification sign structure to be erected on the Vacant Property is permitted to be 60 feet high as measured from the base of the sign and the Owners agree that the sign face shall not exceed the size of the sign face on the Six Pence Motel property which is across Milwaukee Avenue from the Premise. d) In the event that the Premises is developed with an Osco, Walgreen's, Dominick's or comparable facility or other permitted commercial establishment, a minimum of one liquor license is to be made available, provided that the applicant meets the requirements of the Village Liquor Control Code. e) It is understood by the Owners that convenience type food stores, gasoline marts and fast food restaurant shall not be entitled to a liquor license. f) It is understood by the Owners that a liquor store shall not be permitted on the Premises; g) The Village agrees to vary section 5.2(B) and section 5.1(C)-3 of the Zoning Ordinance which otherwise would require a building to be within 450 feet of the center line of Milwaukee Avenue.

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Milw. Ave. Vacant - 5-3/4 acres
01/4/88

3. Final Subdivision Approval. The Premises shall not require any further subdivision or consolidation approvals unless the Vacant Property is proposed to be subdivided and/or new buildings are to be constructed.

4. Water Main Extension. The Owners, may connect the Premises to the existing Village water main.

5. Water Connection and Tap-on Fees. The Village shall not assess a water connection charge as set forth in ch. 21.16 of the Village Code for water service extended to the Premises. The Owners agree that the Village shall be permitted to assess a tap-on fee as prescribed in ch. 21.11 of the Village Code in accordance with the schedule attached hereto as Exhibit "C".

6. Annexation. In connection with the annexation of the Premises, Owners shall not be required to pay any annexation fees nor be responsible to pay for the Plat of Annexation.

7. Permits. The Owners agree that construction on the Premises shall be according to the Village codes. The Village agrees to promptly issue necessary building permits for construction on the Premises subject to the Owners being in full compliance with all Village Regulation including the Village Zoning Ordinance. The Owners agree to provide screening between teh homes in the Northfield Woods subdivision and the Premises. Such screening is to be reviewed and approved by the Appearance Commission but shall not include berming unless the Owners so desire.

8. Tax Abatement. The Village agrees to rebate to the

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Milw. Ave. Vacant - 5-3/4 acres
01/4/88

Owner the difference between the Village real estate property tax and the real estate property tax otherwise applicable to the Premises after annexation occurs for a period of five (5) years thereafter or until the Ownership of the Premises changes, whichever first occurs. Change of ownership shall mean ownership without any member of the Prodromos family.

9. Right to Disconnection. The parties agree that after annexation of the Premises to the Village, the Owner shall have the right to file a petition for disconnection of the Premises with the Village and the Village shall not object to disconnection upon the happening of the following: a court of competent jurisdiction of the Circuit Court of Cook County, Illinois, to wit: County Department, Chancery Division or Law Division, shall have specifically held by a preponderance of the evidence that the Village has harassed the Owners of the Premises and/or the businesses located thereon and appeal rights have been exhausted with regard to such holding. In the event that a holding as referred to hereinabove has been rendered and affirmed on appeal, the Village agrees not to involuntarily annex the Premises for a period of ten (10) years after the date upon which the Court adjudication becomes final. The Village agrees to pay all costs and attorneys fees of the Owners if the Village loses this litigation.

10. 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

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Milw. Ave. Vacant - 5-3/4 acres
01/4/88

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

11. Term. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns for a full term of twenty (20) years commencing as of the date hereof, as provided by statute and to the extent permitted thereby. It is agreed that in the event the annexation of the 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.

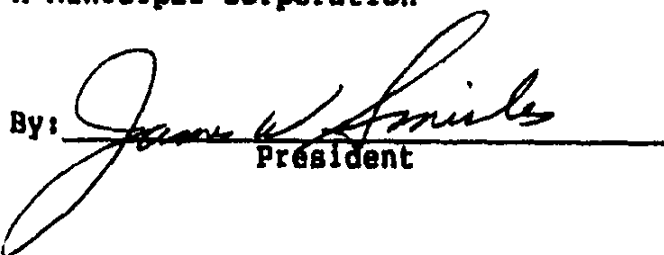
12. Other Ordinances. The Village shall pass all ordinances which may be necessary to carry out the term and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this 19th day of JANUARY, 1988, the same being done after public hearing, notice and statutory requirements having been fulfilled.

ATTEST:


Village Clerk

VILLAGE OF GLENVIEW, ILLINOIS
A Municipal Corporation

By: 
President

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Milw. Ave. Vacant - 5-3/4 acres
01/4/88

ATTEST:

NORTHFIELD WOODS WATER & UTILITY CO.

[Signature]
Its: [Signature]

By: [Signature]
[Signature]

GUS PRODRONOS

By: [Signature]

Subscribed and sworn to
before me this 5th day of
January, 1988.

[Signature]
NOTARY PUBLIC 7-25-88

VacAnexAgr/PLD

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EXHIBIT A

LOTS SIX (6) AND SEVEN (7) IN SUPERIOR COURT PARTITION OF LOTS SIX (6) AND EIGHT (8) OF COUNTY CLERK'S DIVISION OF THE WEST HALF OF SECTION TWENTY NINE (29), AND ALSO OF LOTS SEVEN (7) AND EIGHT (8) OF COUNTY'S CLERK DIVISION OF SECTION THIRTY (30) ALL IN TOWNSHIP FORTY TWO (42) NORTH, RANGE TWELVE (12) EAST OF THE THIRD PRINCIPAL MERIDIAN.

EXHIBIT A

SUB LOT SEVEN (7) IN SUPERIOR COURT PARTITION OF LOTS 6 AND 8 COUNTY CLERK'S DIVISION OF WEST HALF OF SECTION TWENTY NINE (29) AND LOTS 7 AND 8 OF COUNTY CLERK'S DIVISION IN SECTION THIRTY (30), TOWNSHIP FORTY TWO (42) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN.

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EXHIBIT

B

LOT 20 IN NORTHFIELD WOODS, A SUBDIVISION OF PART OF LOT 3 IN SUPERIOR COURT PARTITION OF LOTS 6 AND 8 IN COUNTY CLERK'S DIVISION IN THE WEST 1/2 OF SECTION 29 AND ALSO OF LOTS 7 AND 8 IN COUNTY CLERK'S DIVISION OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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12/10/18

WATER AND SEWER FEES EXHIBIT C

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(1) Water Main Taps

	1"	1-1/2"	2"
Tap Charge	\$150.00	\$150.00	\$150.00
Corporation Stop	42.00	115.00	180.00
Roundway	53.00	119.00	175.00
Buffalo Box	46.00	72.00	72.00
Tapping Sleeve	-----	125.00	125.00
	\$291.00	\$581.00	\$702.00

Taps over 2": Inspection fee of \$50.00 with tapping to be contracted and paid for by customer.

(2) Sewer Fees

Sanitary Sewer Inspection Fee	\$ 15.00
Sanitary Sewer Connection Fee	\$ 50.00
(Additional \$425.00 fee payable to Northfield Township if property is tributary to Thomas Sewer)	
Storm Sewer Inspection Fee	\$ 15.00

(3) Meter Prices (Includes Remote)

		SPREAD	
5/8" Meter (1 bath Apt. only) \$ 79.00	20GPM	12-3/4"	95% @ 1/4 gpm
3/4" Meter \$ 115.00	30GPM	14-1/4"	95% @ 1/2 gpm
1" Meter \$ 155.00	50GPM	16-1/4"	95% @ 3/4 gpm

All meters 1" and above will be reviewed by the Superintendent of Water

(4) Compound Meter Prices (Includes Remote)

		SPREAD	
2" Meter \$1,240.00	160GPM	17-3/4"	with flanges 95% @ 1/4 gpm
3" Meter 1,795.00	320GPM	19-1/4"	with flanges 95% @ 1/2 gpm
4" Meter 2,393.00	500GPM	22-3/8"	with flanges 95% @ 3/4 gpm
6" Meter (Call for price)	1000GPM		

Turbine Meter Prices

2" Meter \$ 453.00		
3" Meter \$ 740.00	350GPM.....	95% @ 4 gpm
4" Meter \$1,401.00	1000GPM.....	95% @ 10 gpm

Meters installed by plumbers or Village personnel.

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-Floor
77

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PROPERTY

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Annexation
Raffles Restaurant

ORDINANCE NO. 2833

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

WHEREAS, on the 19th day of January, 1988, 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 19th day of January, 1988, 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 Raffles Restaurant located at 1824 Milwaukee Avenue, and is legally described as follows:

That part of Lot 3 in Superior Court partition of Lot 6 and 8 in County Clerks Division in the west 1/2 of Section 29 and also of Lots 7 and 8 in County Clerks Division of Section 30, Township 42 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the intersection of the East Line of the Southeast 1/4 of Section 30 with the center line of Milwaukee Avenue (IL. Rt. 21), said center line being the northeasterly line for said Lot 3, thence southeasterly along said center line for a distance of 82.01 feet to the place of beginning; thence continuing along the last described course for a distance of 208.0 feet to a point at the intersection of said center line and the north line of Lilac Avenue said point of

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intersection being 287.33 feet northwesterly of the most northerly southeast corner of said Lot 3, thence westerly along the north line of Lilac Avenue parallel with the most northerly south line of said Lot 3, making an angle to the right of $125^{\circ} - 55'$ with the prolongation of the last described course for a distance of 210.45 feet to an Iron Stake, thence northwesterly (parallel to Milwaukee) for a distance of 208.0 feet to an Iron Stake, thence easterly (parallel to the north line of Lilac Avenue) for a distance of 210.45 feet to the place of beginning, in Northfield Township, Cook County, Illinois;

Excepting from the above described tract the following described real estate: That part of Lot 3 in Superior Court partition of Lots 6 and 8 in County Clerk's Division in the west half of Section 29, and also of Lots 7 and 8 in County Clerk's Division of Section 30, Township 42 North, Range 12, East of the Third Principal Meridian bounded and described as follows: Commencing at the intersection of the east line of the southeast quarter of Section 30, with the center line of Milwaukee Avenue said center line being the northeasterly line of said Lot 3; thence southeasterly along said center line for a distance of 82.01 feet to the point of beginning; thence continuing along the last described course for a distance of 208.0 feet to a point at the intersection of said center line and the north line of Lilac Avenue; thence westerly along the north line of Lilac Avenue to a line 50 feet southwestly of (as measured at right angles thereto) and parallel with the northwesterly line of said Lot 3; thence northwesterly on said parallel line a distance of 208 feet; thence easterly (parallel with the north line of Lilac Avenue) to the point of beginning (excepting therefrom that part lying northeasterly of a line 32 feet southwestly of and parallel with the center line of said Milwaukee Avenue).

That part of Lot 3 in Superior Court partition of Lots 6 and 8 in the County Clerks Division in the west half of Section 29 and also of Lots 7 and 8 in the County Clerks Division of Section 30, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: Beginning at a point on the northeasterly line of said Lot 3, said point begin 493.33 feet northwesterly of the most northerly southeast corner of said Lot (measured on the northeasterly line of said Lot 3); then west along a line parallel with the most northerly south line of said Lot a distance of 210.45 feet; thence northwesterly along a line parallel with the northeasterly line of said Lot, 83.54 feet; thence northeasterly perpendicular to the last described line, 170.43 feet to the northeasterly line of said Lot 3, thence southeasterly along said northeasterly line 207.0 feet to the point of beginning.

be and the same is hereby annexed to the Village of Glenview,

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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 hereto entered into by and between the Village of Glenview and the said property owners dated the 19th day of January, 1988, 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.

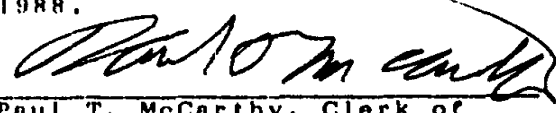
Section 4: Every section and provision of this ordinance shall be separable, and the invalidity of any portion of this ordinance shall not affect the validity of any other portion hereof.

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

PASSED this 19th day of January, 1988
AYES: 5 NAYS: 0 ABSENT: 2 ABSTENTION: 0
APPROVED by me this 19th day of January, 1988


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

ATTESTED and FILED in my office
this 19th day of January,
1988.


Paul T. McCarthy, Clerk of
the Village of Glenview, Cook
County, Illinois

The undersigned hereby certifies that he is the Village Clerk and that as such he is custodian of the records of the municipality and keeper of the minutes of the Village Board; and he further

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certifies that the foregoing is a true and correct copy of Ordinance No. 2833, duly enacted by the President and Board of Trustees of the Village of Glenview at a regular meeting thereof on the 19th day of January, 1988, and passed on roll call vote as shown on the foregoing; and he further certifies that due notice of the consideration of said ordinance was given to the Trustees of the Glenbrook Fire Protection District on January 5, 1988.


Dated this 19th day of January, 1988



Paul T. McCarthy, Clerk of
the Village of Glenview, Cook
County, Illinois.

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COOK COUNTY REORDER

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Raffles Restaurant Property
01/04/87

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of JANUARY, 1988, by and between the VILLAGE OF GLENVIEW, ILLINOIS, a home rule municipality, (hereinafter the "Village"), by and through its President and Board of Trustees (hereinafter "the Corporate Authorities"), and FIRST NATIONAL BANK OF SKOKIE, HEREINAFTER KNOWN AS NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK, N.A. as Trustee under Trust No. 50102T, and not personally, and FIRST, HEREINAFTER KNOWN AS NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK, N.A. NATIONAL BANK OF SKOKIE as Trustee under Trust No. 50608T, and not personally (hereinafter referred to as "Owners").

W I T N E S S E T H:

WHEREAS, First National Bank of Skokie as Trustee under Trust No. 50102T (hereinafter referred to as "FNBS Trust No. 50102T") is the owner of the property described in Exhibit "A" which constitutes a portion of the Premises to be annexed.

WHEREAS, First National Bank of Skokie as Trustee under Trust No. 50608T (hereinafter referred to as "FNBS Trust No. 50608T") is the owner of the property described in Exhibit "B" which constitutes a portion of the Premises to be annexed.

WHEREAS, all the property described in Exhibit "A" and "B" constitute the property to be annexed (hereinafter referred to as "Premises");

WHEREAS, the Premises consists of the Bristol House Restaurant, Inc. d/b/a Raffles, Inc. which is located on the west side of Milwaukee Avenue, one lot south of Larch Avenue and north of Lilac Avenue.

WHEREAS, the Premises is situated in an unincorporated area

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Raffles Restaurant Property
01/04/87

of Cook County, 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 (ch. 2.4 of Ill. Rev. Stat., 1985, hereinafter referred to as the "Annexation Statute");

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 Premises to the Village on the terms and conditions hereinafter set forth, will promote sound planning, will serve the best interests of the Village, and will enable the Village to reasonably control the use of the Premises;

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

WHEREAS, following published notice, as required by statute and ordinance, on application of the Owners, a public hearing was held on January 19, 1988, by the Village Board of Trustees on this proposed Annexation Agreement and on the proposed zoning of the Premises. Said application is to establish the Premises as a B-2 General Business District. Pursuant to the Zoning Ordinance, said public hearings and notices were held in a manner conforming in all respects to law; and

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Raffles Restaurant Property
01/04/87

WHEREFORE, the Board of Trustees of the Village, by the affirmative vote of at least three-fourths 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 B-2 General Business District Standards.

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

1. Annexation. Upon the execution of this Agreement, the Corporate Authorities shall adopt an ordinance at the next regularly scheduled meeting of the Village Board of Trustees annexing the Premises to the Village, in accordance with the provisions of this Agreement.

2. Zoning. a) After the adoption of the annexation ordinance required in Section 1, the Corporate Authorities shall promptly adopt an ordinance amending the Zoning Ordinance to provide that the classification or district applicable to the Premises shall be subject to the B-2 General Business District standards, except as provided herein, and shall adopt other appropriate ordinances, if needed, to effectuate the continued use of Raffles Restaurant; b) The Village agrees to accept all of the signs currently located on the Premises as permitted legal and conforming signs. Said signs shall be permitted to remain and be maintained in their current size, height, condition and location. "Maintenance" shall be deemed to include the changing

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Raffles Restaurant Property
01/04/87

or replacement of face inserts of any such sign whether the change of name is voluntarily made by the Owners of the Premises or whether the change is requested by the successor owner(s) of the Premises. A Village permit shall be required to change or replace the face inserts of said signs. However, if said sign face inserts are to be replaced with the same size, color, and letter style as existing, then no Appearance Commission approval is required; c) The Village agrees to accept the setbacks currently existing on the Raffles Restaurant Property. All structures and buildings existing on the Raffles Restaurant Property shall be considered as legal conforming structures and buildings; d) The Village agrees that the existing number of parking spaces on the Premises is acceptable to the Village and shall not render the Premises non-conforming; e) The Village agrees that a drive-in window maybe installed on the Premises. Because the plans for the drive-in window have been prepared according to Cook County Building and Zoning Standards, the construction may proceed under the County Codes. A copy of the plans shall be attached hereto. At no time shall liquor of any kind be served, sold, distributed or dispensed through the drive-in window. However, upon receiving Notice of a Violation of this prohibition, the Owner and all subsequent purchasers agree to immediately close the drive-in window on a temporary basis, pending the outcome of a hearing before the Village of Glenview Liquor Control Commission. The Village agrees that a hearing shall be held within five (5) days of the date of the receipt of the Notice of Violation.

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3. Final Subdivision Approval. The Premises, consisting of two parcels, shall not require any further subdivision approval unless new buildings are to be constructed. Subdivision approval shall not be required for interior tenancy changes or normal maintenance work. For purposes of this Agreement, repairing or resurfacing of the parking lot areas, will be considered to be normal maintenance.

4. Water. The Premises is currently served by the Village water system.

5. Water Connection and Tap-on Fees. In the event that a change in the water service is required, the Village shall not assess a water connection charge as set forth in ch. 21.16 of the Village Code for water service extended to the Premises. The Owners agree that the Village shall be permitted to assess a tap-on fee as prescribed in ch. 21.11 of the Village Code in accordance with the schedule attached hereto as Exhibit "C", only if such fee is normally charged with a change in water service.

6. Annexation. In connection with the annexation of the Premises, Owners shall not be required to pay any annexation fees nor be responsible to pay for the Plat of Annexation.

7. Permits. The Village agrees that, upon application, it will promptly issue the necessary building, remodeling, and other permits for construction or remodeling of the buildings and improvements, subject to the Owners being in full compliance with all Village Regulations. However, in no event shall the

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provisions of section 10.2 of the Village Zoning Code be applicable to the Premises, said provisions requiring the entire property to be in full compliance with all village codes before a permit to remodel only a portion of the property be issued. It is the intent of this paragraph to impose the village codes on only the specific portion of the Premises for which a permit application is made and not to impose any conditions or restrictions on another area or tenancy in the Premises because it does not conform to village codes.

8. Liquor license. The Village agrees that Raffles Restaurant, currently on the Premises, shall be permitted to retain its liquor license. In the event that the existing liquor license holder seeks to renew the liquor license, then Cook County standards, including 4:00 a.m. hours of operation, for liquor license renewals shall apply. However, when the first successor purchaser of the Premises applies for a liquor license and that applicant otherwise meets the requirements of the Village Liquor Control Code, then such hours for the liquor license (11:00 a.m. until 4:00 a.m., seven days a week), shall be allowed to continue. Subsequent applicants shall meet the requirement of the Village Liquor Code including hours of operation. It is expressly agreed, however, that if the Village Liquor Control Code contains a locational restriction, ie no two liquor licenses can be within for example, two blocks or 1,000 feet of each other, then such requirement shall not be applied to deny a liquor license to the new applicants.

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9. Tax Abatement. The Village agrees to rebate to the Owner the difference between the Village real estate property tax and the real estate property tax otherwise applicable to the Premises after annexation occurs for a period of five (5) years thereafter or until the Ownership of the Premises changes, whichever first occurs. Change of ownership shall mean ownership without any member of the Poulos family.

10. Right to Disconnection. The parties agree that after annexation of the Premises to the Village, the Owner shall have the right to file a petition for disconnection of the Premises with the Village and the Village shall not object to disconnection upon the happening of the following: a court of competent jurisdiction of the Circuit Court of Cook County, Illinois, to wit: County Department, Chancery Division or Law Division, shall have specifically held by a preponderance of the evidence that the Village has harassed the Owners of the Premises and/or the businesses located thereon and appeal rights have been exhausted with regard to such holding. In the event that a holding as referred to hereinabove has been rendered and affirmed on appeal, the Village agrees not to involuntarily annex the Premises for a period of ten (10) years after the date upon which the Court adjudication becomes final. The Village agrees to pay all costs and attorneys fees of the Owners if the Village loses this litigation.

11. Enforcement and Severability. This Agreement shall be enforceable in any court of competent jurisdiction by any of the

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

12. Term. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns for a full term of twenty (20) years commencing as of the date hereof, as provided by statute and to the extent permitted thereby. It is agreed that in the event the annexation of the 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.

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

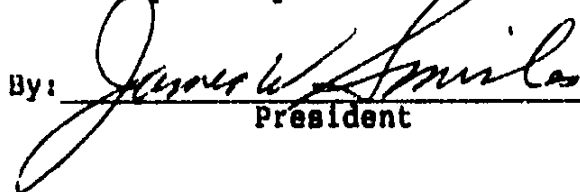
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this 19th day of JANUARY, 1987, the same being done after public hearing, notice and statutory requirements having been fulfilled.

ATTEST:



Village Clerk

VILLAGE OF GLENVIEW, ILLINOIS
A Municipal Corporation

By: 

President

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Raffles Restaurant Property
01/04/87

ATTEST:



Its: Asst. Secretary

ATTEST:



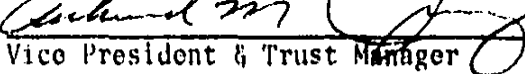
Its: Asst. Secretary

NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to
NBD SKOKIE BANK, N.A. t/k/a
FIRST NATIONAL BANK OF SKOKIE, as
Trustee under Trust No. 50102T and
not personally.

By: 

Vice President & Trust Manager

NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to
NBD SKOKIE BANK, N.A. f/k/a
FIRST NATIONAL BANK OF SKOKIE, as
Trustee under Trust No. 50608T and
not personally.

By: 

Vice President & Trust Manager

RafAnexAgr/PLD

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EXHIBIT A

That part of Lot 3 in Superior Court Partition of Lot 6 and 8 in County Clerks Division in the West 1/2 of Section 29 and also of Lots 7 and 8 in County Clerks Division of Section 30, Township 42 North, Range 12 East of the Third Principal Meridian described as follows:--Commencing at the Intersection of the East line of the Southeast 1/4 of Section 30 with the center line of Milwaukee Avenue (Ill. Rt. 21), said center line being the Northeasterly line of said Lot 3, thence Southeasterly along said center line for a distance of 82.01 feet to the place of beginning; thence continuing along the last described course for a distance of 206.0 feet to a point at the intersection of said center line and the North line of Lilac Avenue said point of Intersection being 287.33 feet Northwesterly of the most Northerly Southeast Corner of said Lot 3, thence Westerly along the North Line of Lilac Avenue parallel with the most Northerly South line of said Lot 3, making an angle to the right of 125°-55' with the prolongation of the last described course for a distance of 210.45 feet to an Iron Stake, thence Northwesterly (parallel to Milwaukee) for a distance of 206.0 feet to an Iron Stake, thence Easterly (parallel to the North line of Lilac Avenue) for a distance of 210.45 feet to the place of beginning, in Northfield Township, Cook County, Illinois;

Excepting from the above described tract the following described real estate: That part of Lot 3 in Superior Court Partition of lots 6 and 8 in County Clerk's Division in the West half of Section 29, and also of Lots 7 and 8 in County Clerk's Division of Section 30, Township 42 North, Range 12, East of the Third Principal Meridian bounded and described as follows: Commencing at the intersection of the East line of the Southeast Quarter of Section 30, with the center line of Milwaukee Avenue, said center line being the Northeasterly line of said Lot 3; thence Southeasterly along said center line for a distance of 82.01 feet to the point of beginning; thence continuing along the last described course for a distance of 206.0 feet to a point at the intersection of said center line and the North line of Lilac Avenue; thence Westerly along the North line of Lilac Ave. to a line 50 feet Southwesterly of (as measured at right angles thereto) and parallel with the Northwesterly line of said Lot 3; thence Northwesterly on said parallel line a distance of 206 feet; thence Easterly (parallel with the North line of Lilac Avenue) to the point of beginning (excepting therefrom that part lying Northeasterly of a line 33 feet Southwesterly of and parallel with the center line of said Milwaukee Avenue).

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EXHIBIT *B*

That part of Lot 3 in Superior Court Partition of Lots 6 and 8 in the County Clerks Division in the West half of Section 29 and also of Lots 7 and 8 in the County Clerks Division of Section 30, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: Beginning at a point on the Northeasterly line of said Lot 3, said point being 493.33 feet Northwesterly of the most Northerly Southeast corner of said Lot (measured on the Northeasterly line of said Lot 3); then West along a line parallel with the most Northerly South line of said Lot a distance of 210.45 feet; thence Northwesterly along a line parallel with the Northeasterly line of said Lot, 83.54 feet; thence Northeasterly perpendicular to the last described line, 170.43 feet to the Northeasterly line of said Lot 3, thence Southeasterly along said Northeasterly line 207.0 feet to the point of beginning.

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EXHIBIT C

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(1) Water Main Taps

	1"	1-1/2"	2"
Tap Charge	\$150.00	\$150.00	\$150.00
Corporation Stop	42.00	115.00	100.00
Roundway	53.00	119.00	175.00
Buffalo Box	46.00	72.00	72.00
Tapping Sleeve		125.00	125.00
	<u>\$291.00</u>	<u>\$581.00</u>	<u>\$702.00</u>

Taps over 2": Inspection fee of \$50.00 with tapping to be contracted and paid for by customer.

(2) Sewer Fees

Sanitary Sewer Inspection Fee	\$ 15.00
Sanitary Sewer Connection Fee	\$ 50.00
(Additional \$425.00 fee payable to Northfield Township if property is tributary to Thomas Sewer)	
Storm Sewer Inspection Fee	\$ 15.00

(3) Meter Prices (Includes Remote)

		SPREAD
5/8" Meter (1 bath Apt only) \$ 79.00	20GPM	12-3/4" 95% @ 1/4 gpm
3/4" Meter	\$ 115.00	30GPM 14-1/4" 95% @ 1/2 gpm
1" Meter	\$ 155.00	50GPM 16-1/4" 95% @ 3/4 gpm

All meters 1" and above will be reviewed by the Superintendent of Water

(4) Compound Meter Prices (Includes Remote)

		SPREAD
2" Meter	\$1,240.00	160GPM 17-3/4" with flanges 95% @ 1/4 gpm
3" Meter	1,795.00	320GPM 19-1/4" with flanges 95% @ 1/2 gpm
4" Meter	2,393.00	500GPM 22-3/8" with flanges 95% @ 3/4 gpm
6" Meter (Call for price)	1000GPM	

Turbine Meter Prices

2" Meter	\$ 453.00	
3" Meter	\$ 740.00	350GPM.....95% @ 4 gpm
4" Meter	\$1,401.00	1000GPM.....95% @ 10 gpm

Meters installed by plumbers or Village personnel.

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