

Annexation
1901 Wagner Road

ORDINANCE NO. 2876

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

WHEREAS, there was filed with the Clerk of the Village of Glenview, a home rule municipality on October 21, 1987, a certain petition to annex to the said Village of Glenview, 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 electors have signed said petition as required by statute.

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

Section 1: The facts and statements contained in the preamble to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2: The property commonly known as 1901 Wagner Road and is legally described as:

The South 103.25 ft. of the Southwest quarter of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 25, Township 42 North, Range 12, East of the Third Principal Meridian, (except the East 150 ft. thereof) in Cook County, Illinois.

The North 103.25 ft. of the South 206.50 ft. of the Southwest quarter of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 25, Township 42 North, Range 12, East of the Third Principal Meridian, (except the East 150 ft. thereof) in Cook County, Illinois.

The Southwest quarter of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 25, Township 42 North, Range 12, East of the Third Principal Meridian, (except the East 150 ft. thereof and South 206.50 ft. thereof) 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 7-1-8 of the Illinois Municipal Code of 1961, as amended.

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 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.

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COOK COUNTY CLERK
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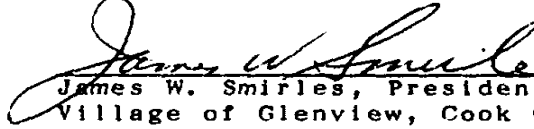
Annex 1901 Wagner

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

PASSED this 17th day of May, 1988

AYES: 5 NAYS: 0 ABSENT: 1 ABSTENTION: 0

APPROVED by me this 17th day of May, 1988



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

ATTESTED and FILED in my office
this 17th day of May,
1988.


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

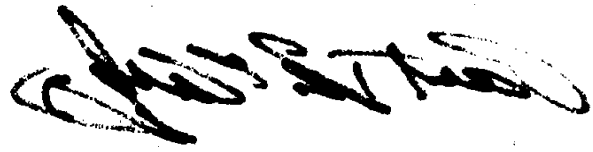
The undersigned hereby certifies under oath that he is the Village Clerk and that as such he is custodian of the records of the municipality and keeper of the minutes of the Village Board; and he further certifies that the foregoing is a true and correct copy of Ordinance No. 2876, duly enacted by the President and Board of Trustees of the Village of Glenview at a regular meeting thereof on the 17th day of May, 1988, and passed on roll call vote as shown on the foregoing; and he further certifies under oath that due notice of the consideration of said ordinance was given to the Trustees of the Glenbrook Fire Protection District on November 17, 1987 by Certified Mail.

Dated this 17th day of May, 1988.


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

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A handwritten signature in black ink, appearing to be "John J. Daley", written in a cursive style.

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VILLAGE OF GLENVIEW, ILLINOIS
OFFICIAL BUSINESS

NATURE Annexation Agreement
SIGNATURE [Signature] DATE 6-16-88

ANNEXATION AGREEMENT

THIS AGREEMENT, is made and entered into this 3rd day of May, 1988, by and among 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"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 103426-08 (hereinafter referred to as "Developer") and Frank Morley and Susan Morley (hereinafter referred to as "Contract Purchasers") (Developer and Contract Purchasers are hereinafter sometimes referred to as "Owner").

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of certain real estate, the legal description of which is set forth in Exhibit A attached hereto and made a part hereof, consisting of approximately 59,545 square feet, including the portion lying in Wagner Road right-of-way (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

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(Chapter 24, Illinois Revised Statutes 1985), herein referred to as the "Code";

WHEREAS, Contract Purchasers have contracted to purchase from the beneficiary of Developer a portion of the Property which is legally described on Exhibit B attached hereto;

WHEREAS, Developer and Contract Purchasers desire to have the Property annexed to the Village as shown on the Plat of Annexation attached hereto as Exhibit C 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 interests of the Village and enable the Village to reasonably control the development of the Property pursuant to existing ordinances, codes and regulations;

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, Owner proposes 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 Village Zoning Ordinance (hereinafter the "Zoning

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Ordinance"), Subdivision Control Ordinance (hereinafter the "Subdivision Ordinance"), Building Code (hereinafter the "Building Code") and other ordinances, rules and regulations (such ordinances, rules, regulations and codes herein mentioned shall be collectively referred to as the "Village Regulations");

WHEREAS, following published notice, as required by statute and ordinance, on application of Developer, 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 develop the Property for residential use to permit construction of a three (3) lot, single family subdivision as set forth on the Preliminary Plat of Subdivision attached hereto as Exhibit D and made a part hereof, subject to the R-3 Residential District standards. Pursuant to the Zoning Ordinance, said public hearings and notice were held and published in a manner conforming in all respects to law; and

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 the zoning classification of the Property will be established subject to the R-3 Residential District Standards, to permit development for residential use as shown on Exhibit D.

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

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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.

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 in the R-3 Residential District and shall adopt other appropriate ordinances, if needed, to effectuate 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 D.

3. SUBDIVISION APPROVAL. Concurrent with the adoption of the zoning ordinance set forth in Section 2 hereof, the Village shall approve preliminary subdivision of the Property to permit development of a three (3) lot single family subdivision as set forth on Exhibit D. The Village agrees to review, with all reasonable diligence, all engineering plans which Developer may hereafter submit for the Property (or for portions thereof if developed in phases) and to promptly approve said plans or to notify Developer of reasonable proposed revisions or additional requirements. Upon final engineering approval, the Village agrees to approve and execute a final Plat of Subdivision, in general conformance with the criteria listed above, and to permit it to be recorded and/or filed with the Recorder of Deeds and/or the Registrar of Titles of Cook County.

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4. VARIANCE IN SETBACK. Concurrently with the subdivision of the Property, the Village agrees to pass an ordinance granting a variance in the front yard setbacks for Lot 1 and Lot 3 to permit a front yard setback of 30 feet from the rights-of-way dedicated pursuant to the Plat of Subdivision.

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

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 Developer. The tap-on fee for water applicable to the Property shall be in accordance with the rates and schedules as now established by the Village and shall be payable at the time each plumbing permit is issued.

7. WALKS AND CURBS. In connection with the development of the Property, Owner shall be required to install walks on Wagner Road, but shall not be required to install curbs on Wagner Road or walks or curbs on Pleasant Avenue abutting the Property. Concurrently with the subdivision of the Property, the Village agrees to pass an ordinance granting a variance from the Village's Subdivision Codes and Ordinances so as to comply with the provisions of the preceding sentence.

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8. SANITARY SEWERS AND DRAINAGE. The sanitary sewer system and drainage system serving the Property shall be in accordance with plans approved by the Village and all applicable governmental ordinances, rules and regulations.

9. INCONSISTENCIES. To the extent of any conflict between the provisions of this Agreement and any other ordinances of the Village, this Agreement shall govern.

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

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

12. RIGHT OF RECAPTURE. Developer shall be entitled to pro rata recapture from all abutting property owners presently not within the corporate limits of the Village of Glenview benefitting from Developer's installation of public improvements. Village agrees to timely adopt any and all ordinances necessary to effectuate the aforementioned right of recapture.

13. 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.

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14. 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)} ~~xxxxxx~~ 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 Property 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)} ~~xxxxxx~~ year term.

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

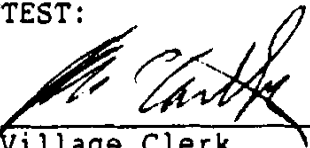
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the day and year first above written, the same being done after public hearing, notice and statutory requirements have been fulfilled.

VILLAGE OF GLENVIEW, ILLINOIS A
Municipal Corporation

By 
President

(SEAL)

ATTEST:


By 
Village Clerk

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not
personally, but solely as Trustee
under Trust No. 103426-08

By 
Its

ATTEST:

By 
Its


FRANK MORLEY


SUSAN MORLEY

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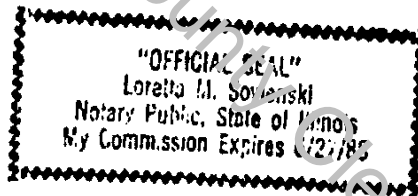
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, LORETTA M. SOVIENSKI, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY
that M. MICHAEL WHELAN, ASSISTANT Secretary of American National
Bank and Trust Company of Chicago, and SUZANNE G. BAKER
ASSISTANT Secretary of said Bank, who are personally known to me to
be the same persons whose names are subscribed to the foregoing
instrument, as such ASSISTANT and ASSISTANT Secretary,
respectively, appeared before me this day in person, and acknowledged
that they signed and delivered the said instrument as their own free
and voluntary act and as the act of said Bank for the uses and
purposes therein set forth.

GIVEN under my hand and notarial seal, this MAY 13 1988 day
of , 1987.

Loretta M. Sovienksi
Notary Public

My Commission Expires:



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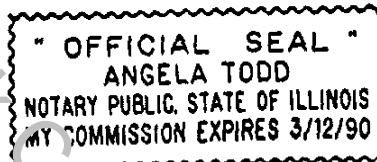
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, ANGELA TODD, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY that
FRANK MORLEY and SUSAN MORLEY, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument
appeared before me this day in person, and acknowledged that they
signed, sealed and delivered the said instrument as their free and
voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13th day
of May, 1988.

Angela Todd
Notary Public

My Commission Expires:



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EXHIBIT A

The South 103.25 feet of the Southwest quarter of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 25, Township 42 North, Range 12 East of the Third Principal Meridian (except the East 150 feet thereof) in Cook County, Illinois.

The North 103.25 feet of the South 206.50 feet of the Southwest quarter of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 25, Township 42 North, Range 12 East of the Third Principal Meridian (except the East 150 feet thereof) in Cook County, Illinois.

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EXHIBIT B

The North 103.25 feet of the South 206.50 feet of the Southwest quarter of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 25, Township 42 North, Range 12 East of the Third Principal Meridian (except the East 150 feet thereof) in Cook County, Illinois.

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EXHIBIT D

PRELIMINARY PLAT OF SUBDIVISION

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EXHIBIT C
PLAT OF ANNEXATION

Property of Cook County Clerk's Office

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CHESTER SUBDIVISION

BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 42 NORTH RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

SPICER'S SUBDIVISION

LOT 1

LOT 2

PLEASANT AVENUE

PLEASANT AVENUE

HERETOFORE DEDICATED

AVENUE

180.72'

NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25-42-E

HERETOFORE DEDICATED

FIFTH ADDITION TO GLEN OAK ACRES

BLOCK 4

LOT 1

LOT 24

WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25-42-E

HERETOFORE DEDICATED

HEREBY DEDICATED FOR PUBLIC STREET

10 FT. EASEMENT FOR SANITARY SEWER

LOT 3

LOT 4

LOT 2

LOT 1

CONCRETE MONUMENT

WEST LINE OF THE EAST 180 FT. OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25-42-E

EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25-42-E

NOT INCLUDED

LINDEN AVE.

WAGNER

HERETOFORE DEDICATED

CONCRETE MONUMENT

180.67'

SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25-42-E

LOT 61
COUNTY CLERK'S DIVISION

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