

Checklist

All Annexation submittals must complete a Plan Check prior to submitting final exhibits.

Step 1: Plan Check

Please submit 1 copy of each of the following to staff for review. Staff will contact you with review comments within 5 business days of receiving your application.

- Original Annexation Application
- Application fee
- Proof of Ownership
- Annexation Petition
- Executive Summary
- Plat of Annexation
- Current Plat of Survey
- Legal Description (digital text file)

Step 2: Final Exhibit Submittal (see calendar)

- Plat of Annexation (1 copy of the final Mylar)
- PDFs: A digital copy of each of the below exhibits
- 15 individually COLLATED packets:
 - Voluntary Annexation Application
 - Annexation Petition
 - Executive Summary
 - Plat of Annexation
 - Current Plat of Survey
 - Annexation Agreement

The Village of Glenview

Meeting availability depends on case load.
AN INCOMPLETE APPLICATION WILL CAUSE DELAYS.

Board of Trustees 2015 Calendar

Final Exhibit Submittal (Step 2)	BOT Meetings @ 7:30 p.m.
12/05	01/06
12/19	01/20
01/02	02/03
01/16	02/17
01/30	03/03
02/13	03/17
03/06	04/07
03/20	04/21
04/03	05/05
04/17	05/19
05/01	06/02
05/15	06/16
06/05	07/07
06/19	07/21
07/03	08/04
07/17	08/18
07/31	09/01
08/17	09/15
09/04	10/06
09/18	10/20
10/02	11/03
10/16	11/17
11/06	12/08

Voluntary Annexation w/ Annexation Agreement



Application Form

Application Fee:

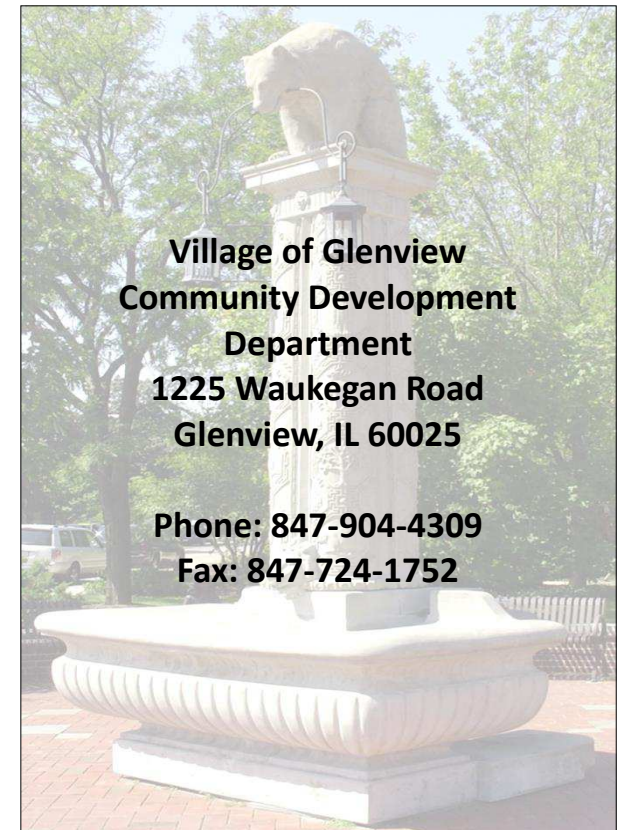
1 acre or less - \$100.00

Greater than 1 acre - \$500.00

Recording Fee:

\$118.00 plus \$2.00 per lot

+ Publication Cost



**Village of Glenview
Community Development
Department
1225 Waukegan Road
Glenview, IL 60025**

Phone: 847-904-4309

Fax: 847-724-1752

Voluntary Annexation Application

Applicant Information

Name:

Address:

City:

State:

Zip Code:

Email:

Phone:

Fax:

Project Information

Project Name:

Project Address:

Existing Zoning:

Proposed Zoning:

Property Owner Information (if different than Applicant)

Name:

Address:

City:

State:

Zip Code:

Email:

Phone:

Fax:

Project Manager Information

The person listed as the Project Manager will be the primary point of contact for staff to answer any necessary questions, provide additional information, and will receive copies of the meeting materials (agenda and staff memo).

Name:

Address:

City:

State:

Zip Code:

Email:

Phone:

Fax:

Disclosure

As the undersigned, I hereby attest that I have full legal authorization to file this application. I certify that the information and exhibits submitted herewith are true and correct. I agree to be bound by conditions of approval which may result from the Village's consideration of my application while reserving my right to oppose or present evidence to object to any proposed condition during any hearing regarding this or a related application. I authorize the Village to make any plans associated with this petition available for public view including posting of plans to the Village's website. I hereby acknowledge my understanding that no building permits will be issued by the Village of Glenview until all related reviews have been completed and all approvals have been granted and an executed final subdivision Mylar has been submitted for recording, if applicable.

Signature of Applicant:

Signature of Property Owner:

Signature of Project Manager:

Petition for Annexation

To: The President and Board of Trustees of the Village of Glenview,
Cook County, Illinois

State of Illinois)
County of Cook)

1. _____

_____ [print name(s) of petitioner]
(individually or collectively, as the case may be, "Petitioner") respectfully states under oath:

- (a) Petitioner is the sole owner of record of the land comprising approximately _____ acres and legally described on Exhibit A attached hereto and incorporated herein (the "Territory").
- (b) The Territory is not situated within the limits of any municipality, but is contiguous to the Village of Glenview.
- (c) There [are electors] or [are no electors] [circle one] residing in the Territory.
- (d) If there are electors residing within the Territory, at least 51% of them join in this Petition for Annexation by executing it.

2. Petitioner respectfully requests:

- (a) That the Territory be annexed to the Village of Glenview by ordinance of the President and Board of Trustees of the Village of Glenview, pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended.
- (b) That such other action be taken as is appropriate in the premises.

3. Dated this _____ day of _____, 20____.

Under penalties as provided by law, Petitioner, being first duly sworn upon oath, deposes and states that he/she/they has/have knowledge of the foregoing Petition for Annexation and of the facts alleged therein; and that the same are true and correct to the best of his/her/their knowledge, information and belief.

Petitioner/Owner of Record:

Petitioner/Owner of Record:

[Signature]

[Signature]

[Print Name & Address]

[Print Name & Address]

[Seal]

[Signature of Notary Public]

Petition for Annexation, continued

State of Illinois)
County of Cook)

Under penalties as provided by law, the undersigned electors, being first duly sworn upon oath, depose and state that he/she/they has/have knowledge of the foregoing Petition for Annexation and of the facts alleged therein; and that the same are true and correct to the best of his/her/their knowledge, information and belief.

Electors:

Electors:

[Signature]

[Signature]

[Print Name & Address]

[Print Name & Address]

[Signature]

[Signature]

[Print Name & Address]

[Print Name & Address]

[Signature]

[Signature]

[Print Name & Address]

[Print Name & Address]

[Signature]

[Signature]

[Print Name & Address]

[Print Name & Address]

[Seal]

[Signature of Notary Public]

Petition for Annexation, continued

Exhibit A to Petition for Annexation

Legal Description of the Territory

PIN: _____

Common street address: _____

[Insert or Attach Legal Description]

**THE FOLLOWING TEXT SHOULD SERVE AS DRAFT LANGUAGE FOR
ANY PROPOSED ANNEXATION AGREEMENT TO THE VILLAGE,
A DRAFT OF WHICH SHOULD BE FURNISHED WITH THE APPLICATION:**

ANNEXATION WITH ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the VILLAGE OF GLENVIEW, ILLINOIS (hereinafter referred to as the “Village”) by and through its President and Board of Trustees (hereinafter together with their agents and representatives, collectively referred to as the “Corporate Authorities”); and _____ (hereinafter referred to as the “Developer/Owner”).

WITNESSETH:

WHEREAS, the Developer/Owner is the owner of record of a certain parcel of real estate, the legal description of which is set forth on Exhibit “A”, attached hereto and made a part hereof, consisting of approximately _____ (area) hereinafter referred to as the “Territory”), situated in an unincorporated area of Cook County, which Territory is contiguous to the corporate limits of the Village and may be annexed to the Village as provided in Article 7 (“Territory”) and Division 1 (“Annexation”) of the Illinois Municipal Code, as amended (65 ILCS 5/7-1-1) (hereinafter referred to as the “Code”); and

WHEREAS, the Village is a home rule unit of government by virtue of the provisions of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Territory is the subject of this Annexation Agreement; and

WHEREAS, Developer/Owner desires to have the Territory annexed to the Village as shown on the Plat of Annexation attached hereto as Exhibit “B” and made a part hereof, upon certain terms and

conditions hereinafter set forth, and the Corporate Authorities of the Village have considered the annexation of the Territory; and

WHEREAS, pursuant to 65 ILCS 5/7-1-8 the Developer/Owner has submitted to the Village a petition for annexation submitting to the Corporate Authorities the question of annexation of the Territory to the Village; and

WHEREAS, the Developer/Owner has submitted to the Village a (i) petition for zoning upon annexation, requesting the zoning of the Territory upon its annexation to the Village to _____(zoning district) of the Village’s Zoning Ordinance (“Zoning Ordinance”), (ii) (if applicable) request for approval of certain zoning variations from the Zoning Ordinance; and (iii) request for final site plan and subdivision approval for the Territory; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1, a proposed annexation agreement, in substance and in form the same as this Agreement, except as modified was submitted to the Corporate Authorities for public hearing and a public hearing was held thereon by the Corporate Authorities pursuant to notice duly published in a newspaper of general circulation, as provided by statute; and

WHEREAS, the Territory is presently contiguous to the Village, and none of the Territory is presently within the corporate limits of any other municipality and may be annexed to the Village as provided in 65 ILCS 5/7-1-1, et seq.;

WHEREAS, the Parties wish to enter into a binding agreement with respect to said annexation, as well as zoning and development of the Territory, and to other related matters, pursuant to the provisions of 65 ILCS 5/11-15.1-1 of the Illinois Municipal Code, upon the terms and conditions contained in this Annexation Agreement;

WHEREAS, notice of the proposed annexation has heretofore been served on all public bodies pursuant to the provisions of 65 ILCS 5/7-1-1;

WHEREAS, the Corporate Authorities have determined that the annexation of the Territory to the Village on the terms and conditions hereinafter set forth will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village, will permit the sound planning and development of the Village, and will otherwise promote the proper growth and general welfare of the Village;

WHEREAS, the Village, in order to ensure the development of the Territory in the public interest, requires certain assurances, as hereinafter set forth, that Developer/Owner will perform certain acts and fulfill certain conditions prior to the making of any commitment with respect to the annexation, zoning and development of the Territory;

WHEREAS, the Developer/Owner, in order to ensure the development of the Territory in a manner economically feasible, requires certain assurances, as hereinafter set forth, of certain terms and conditions and the continuation thereof for a definite period of time;

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1 et. seq. of the Code with regard to the making of annexation agreements have been fully complied with by the parties to this Agreement; and

WHEREAS, Developer/Owner proposes that the Territory 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 Ordinance"), Subdivision Control Ordinance (hereinafter the "Subdivision Ordinance"), Building Code (hereinafter the "Building Code") and other ordinances, rules and regulations (such ordinances,

regulations and codes herein mentioned shall be collectively referred to as the “Village Regulations”);
and

WHEREAS, following notice published in the (INSERT NEWSPAPER AND DATE) as required by statute and ordinance, on application of the Developer/Owner, public hearings on the proposed annexation, rezoning, site plan and subdivision were held by the Plan Commission of the Village on _____, __, ____ (said Commission being duly designated by the Corporate Authorities to hold such public hearings and hereinafter being referred to as the “Plan Commission”) to recommend the annexation of the Territory by the Village and rezoning of the Territory to ZONING DISTRICT. 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, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations, or both required of them;

WHEREAS, the Corporate Authorities have duly considered the Developer/Owner’s voluntary annexation petition, and the Developer/Owner’s request to enter into this Agreement, and have further duly considered the terms and provisions of this Agreement, and have, by an ordinance duly adopted by a vote of at least two-thirds (2/3) of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village, under which the zoning classification of the subject Territory will be established subject to ZONING DISTRICT Standards to permit the development of DESCRIBE LAND USE pursuant to plans dated _____ prepared by INSERT AUTHOR.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set

forth, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Village and the Developer/Owner agree that the foregoing recitals are material to this Agreement and are hereby incorporated and made a part of this Agreement as though they were fully set forth herein.

2. **AUTHORITY.** This Agreement is made and entered into by the Parties pursuant to and in accordance with the provisions of 65 ILCS 5/11-15.1-1, et seq.

3. **VILLAGE REPRESENTATIONS AS TO NECESSARY ACTIONS.** The Village represents that it shall take all action(s) as may be required and necessary:

A. To enact such amendments to, and grant such exceptions and variances from, its Zoning Ordinance and its other ordinances, codes and regulations, as may be necessary to zone, classify and allow for the development of the Territory in the manner described in this Agreement; and

B. To enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements, duties, and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof.

4. **ANNEXATION.** Within a reasonable time after the execution of this Agreement by the Parties, the Village, through the action of the Corporate Authorities, agrees to annex the Territory to the Village, in accordance with all the terms and provisions of this Agreement and the exhibits attached hereto, and do all things necessary or appropriate to cause the Territory to be validly annexed to the Village, including the enactment of an ordinance annexing the Territory to the Village. The Village shall notify all entities or persons of such annexation and promptly record all ordinances, plats, and affidavits necessary to said annexation, in accordance with any and all statutory and ordinance requirements. Without the written consent of the Developer/Owner, no action shall be taken by the

Village or the Corporate Authorities to annex any part or portion of the Territory unless this Agreement has been fully executed by the Parties, and all of the Territory is annexed to the Village at the same time.

5. **ZONING.** After the adoption of the annexation ordinance required in Section 4, the Village, through the action of its Corporate Authorities, hereby agrees to adopt an ordinance classifying the Territory INSERT ZONING DISTRICT, and shall adopt other appropriate ordinances, if needed, to effectuate the development of the Territory, or parts thereof, in accordance with the evidence submitted and compiled in the approved minutes of the public hearings before the Plan Commission which minutes are incorporated herein and made a part hereof by this reference, and in accordance with the Village's Zoning Ordinance, Subdivision Ordinance, Building Code and Village Regulations.

6. **VARIATIONS/WAIVERS.** A. In accordance with the development plans hereinbefore set forth, the Village shall approve the following variations from the Zoning Ordinance:

INSERT LIST OF APPROVED VARIATIONS IF APPLICABLE

B. In accordance with the development plans hereinbefore set forth, the Village shall approve the following waiver from the Subdivision Ordinance:

INSERT SUBDIVISION WAIVERS IF APPLICABLE

C. Except as otherwise provided for in this Agreement, the development and use of the Territory shall be subject to all provisions of the Zoning Ordinance, the Subdivision Ordinance, the Village's building codes and other applicable rules, regulations, ordinances and codes of the Village that are now, or may become in the future, in full force and effect and generally applicable throughout the Village.

7. **SUBDIVISION APPROVAL.** Concurrent with the adoption of the Zoning Ordinance set

forth in Section 3, the Village shall approve the subdivision of the Territory to permit development of twenty-four town home units in accordance with the preliminary Plat of Subdivision prepared by _____ dated _____, a copy of which is attached hereto as Exhibit "C". Developer/Owner shall comply with all of the ordinances, codes, rules, regulations and other requirements of the Village described in this Agreement. In addition, Developer/Owner shall perform any final engineering determined to be required under the ordinances of the Village of Glenview by the Department of Engineering. Developer/Owner also agrees that it will comply with the Tree Preservation Ordinance of the Village of Glenview.

8. PUBLIC IMPROVEMENTS. At its own expense, Developer/Owner shall construct all of the public improvements required by the Village, including, but not by way of limitation, the storm sewer, sanitary sewer and water main facilities and service pursuant to the preliminary engineering plans prepared by INSERT AUTHOR, dated _____ and attached hereto as Exhibit "D". Developer/Owner shall restore fully any area or areas disturbed by off-site installation of the aforesaid public improvements.

9. WATER PRODUCTION FACILITIES. The Village owns and operates public water facilities and agrees to provide water service to the Territory on a non-discriminatory basis by means of connections to be made by Developer/Owner. The tap-on fee for water applicable to the Territory shall be in accordance with the rates as they exist as of the date such fees become due and owing to the Village, and shall be payable at the time each plumbing permit is issued.

10. ANNEXATION, BUILDING PERMIT AND OTHER FEES. In connection with the annexation and development of the Territory, Developer/Owner shall be required to pay such fees at such rates as they exist as of the date such fees become due and owing to the Village.

Developer/Owner shall be required to pay INSERT NUMBER OF RESIDENTIAL UNITS FOR WHICH IMPACT FEES ARE DUE The impact fees shall be paid at the time of application for building permits.

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

12. **SEVERABILITY.** In the event any phrase, paragraph, article or portion of this Agreement is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability as to that portion shall not affect the validity, legality or enforceability of the remaining portions of this Agreement. If, for any reason, this Agreement, or any provision hereof, is ruled invalid, in whole or in part, the Village shall expeditiously take such action(s) (including the giving of such notices, the holding of such public hearing and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement. The Parties, nor any party claiming by or through them, shall not contest or dispute the validity, legality or enforceability, or assert the invalidity, illegality or unenforceability, of any phrase, paragraph, article or provision of this Agreement or of any ordinance adopted by the Village pursuant to this Agreement.

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 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 Territory 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. All rights described herein are appurtenant to, run

with the land, are perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon any owner, purchaser, mortgagee or other person having an interest in the Territory.

14. **PAYMENT OF VILLAGE FEES AND COSTS.**

A. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developer/Owner shall pay to the Village, as and when due, all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges and contributions, and all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations.

B. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by applicable Village codes, ordinances, resolutions, rules or regulations, the Developer/Owner shall pay to the Village, immediately upon presentation of a written demand or demands therefore, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the zoning, site plan and subdivision approvals of the Territory, and in connection with the negotiation, preparation, consideration, and review of this Agreement. Payment of all such fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement shall be made by a certified or cashier's check immediately upon execution of this Agreement by the Village President. Further, the Developer/Owner agrees that it will continue to be liable for and to pay, immediately upon presentation of a written demand or demands therefore, such fees, costs, and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Developer/Owner during

the term of this Agreement in connection with the development and use of the Territory. The Developer/Owner also agrees that it shall be liable for and shall pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

15. **DISCONNECTION.** Subject to the Village performing all conditions precedent and subsequent on its part required herein, the Developer/Owner, for and in consideration of this Agreement, and all the benefits attendant thereto, does hereby forever waive any right to disconnect the Territory from the Village pursuant to any existing or hereinafter enacted statute, regulation or ordinance.

16. **LIABILITY AND INDEMNITY OF VILLAGE.**

A. The Developer/Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Territory or any improvements thereon, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Territory or any improvements thereon, and that the Village's review and approval of any such plans and any improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer/Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

B. The Developer/Owner acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and

agrees not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. The Developer/Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, the Plan Commission, the Zoning Board of Appeals, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans for the Territory or any improvements thereon; (ii) the issuance of any approval, permit, certificate or acceptance for the Territory or any improvements thereon; (iii) the development, construction, maintenance or use of any portion of the Territory or any improvements thereon; (iv) the zoning of the Territory; and (v) the collection and distribution of amounts paid by the Developer/Owner pursuant to this Agreement.

D. The Developer/Owner shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 16.C of this Agreement.

17. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS. All obligations assumed by the Developer/Owner under this Agreement shall be binding upon the Developer/Owner, upon any and all of the Developer/Owner's heirs, successors and assigns, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Territory.

18. SALES AND CONSTRUCTION TRAILERS. Subject to Village approval and the issuance

of a site development permit for same, Developer shall have the right to maintain a sales trailer and a construction trailer on the Territory, and the right to install temporary wastewater holding tanks and water facilities on the Territory to serve such trailers in accordance with Village of Glenview Standards. Developer shall have the right to use gravel roads that it constructs on the Territory for purposes of furthering construction vehicles access to and from the Territory. Developer shall have the right to pre-sell any and all dwelling units that are to be constructed on the Territory after approval of the Final Plat of Subdivision.

19. **MODEL HOMES.** Subject to the issuance of a site development permit for same, Developer shall have the right to establish a model home site and to construct (INSERT NUMBER-MAXIMUM 4) model homes on the Territory for purposes of marketing the sale of the dwelling units to the public. Each model home site may contain a model of each of the floor plans of the housing type that Developer anticipates offering for sale, and temporary fencing, lighting, parking lots and promotional structures as required. Developer shall submit to the Village, for its review and approval, plans and specifications for the model homes that it seeks to construct and for each model home site. Once those plans and specifications have been approved by the Village, the Village shall immediately issue building permits for the construction of such model homes in accordance with the provisions of this Agreement. If municipal water and sanitary service is extended to the Territory, such model dwelling units shall be connected to such services. However, until such time, such model dwelling units need not be connected to public sewer and water in order to be available for public use provided: (i) temporary sanitary facilities (i.e. holding tanks) and temporary water facilities are made available, at Developer's cost, to serve said model homes; and (ii) such model homes are connected to public sewer and water facilities before they are occupied as single family residences.

20... **MARKETING SIGNAGE.** Developer shall have the right to install and maintain one (1) two-sided one hundred twenty (120) square foot, lighted, marketing sign INDICATE LOCATION and one (1) two-sided one hundred twenty (120) square foot, lighted marketing sign INSERT LOCATION(MAXIMUM 1 SIGN PER STREET FRONTAGE). Such signs shall be subject to Appearance Commission approval.

21. BUILDING PERMITS/MASTER BUILDING PLANS/CERTIFICATES OF OCCUPANCY.

A. Building Permits: Developer may apply for building permits prior to receiving approval from the Corporate Authorities of the Final Plat of Subdivision. The Village agrees to issue such building permits upon Developer's compliance with those requirements of law so specified by the Village.

B. Master Building Plans: Developer shall have the right to submit master building plans for the various types of dwelling units to be constructed on the Territory. Once the master building plans have been approved, three (3) sets of the approved plans for each dwelling unit for which a building permit is sought by Developer shall be submitted to the Village before the Village is required to issue such building permit. Any deviations from a master building plan shall be identified on the applicable building permit application. Developer shall pay the generally applicable fees due the Village for issuance of building permits or for plan review fees associated with modifications to the approved master building plan for a particular lot or class of dwelling units.

C. Certificates of Occupancy: The Village shall issue certificates of occupancy for dwelling units constructed on the Territory, upon approved final inspection and determination by the Village that such units are in conformance with the Village's ordinances, codes, rules and regulations. If the application is disapproved, the Village shall provide Developer with a statement in writing of the reasons for denial of the application including specification of the requirements of law, which the

application and supporting documents fail to meet. The Village agrees to issue such certificates of occupancy upon Developer's compliance with those requirements of law so specified by the Village. Temporary certificates of occupancy may be applied for by Developer and shall be issued by the Village pursuant to customary Village practice and procedure.

18. FINAL ENGINEERING PLANS. Upon submission of the Final Engineering Plans by the Developer to the Village, the Village shall review said Final Engineering Plans and approve or disapprove the same. Upon correction of the items set forth in said notice and the submission of revised, conforming plans, the Village Engineer shall examine said plans and either approve or disapprove them.

19. FUTURE COOPERATION. The Village and Developer shall cooperate with one another on an ongoing basis and make every reasonable effort, the holding of additional public hearings and the adoption of such ordinances as may be necessary to further the implementation of the provisions of this Agreement and the intentions of the Village and Developer as reflected by the provisions of this Agreement. Specifically, but without limitation, in connection with Developer's performance of its obligations under this Agreement, the Village agrees to execute such applications and documents as may be necessary to obtain approvals and authorizations from other governmental or administrative agencies and to cooperate otherwise to the extent necessary to assure the performance of those obligations.

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

21. REMEDIES.

A. This Agreement shall be enforceable in any court of competent jurisdiction by either of the

Village or the Developer/Owner, or by any successor or successors in title or interest or by the assigns of the Parties. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois, and that Illinois law will apply thereto.

B. In the event of a material default under this Agreement, the Parties agree that the Village and the Developer/Owner shall have 30 days after notice of said default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein. Said 30 day period shall be extended, for a reasonable time, if said default cannot reasonably be cured within said 30 day period, provided said party has initiated the cure of said default within said 30 day period and continues to diligently prosecute the cure of the same.

C. If either the Village or the Developer/Owner shall fail to perform any of its obligations hereunder, and the other party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within the applicable time period provided for in paragraph E above, then in addition to any and all other remedies that may be available, either in law or in equity, the party affected by such default shall have the right, but not the obligation, to take such action as in its reasonable discretion and judgment shall be necessary to cure such default, and in such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses incurred by it in connection with the action taken to cure such default.

D. In the event the performance of any covenant to be performed hereunder by either the Developer/Owner or the Village is delayed for causes which are beyond the reasonable control of the

party responsible for such performance (which causes shall include, but not be limited to, acts of God, inclement weather conditions, strikes, material shortages, lockouts, acts of civil disobedience and the revocation, suspension or inability to secure any necessary government permit, license or authority) the time for such performance shall be extended by the amount of time of such delay.

E. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

22. INTEGRATION AND AMENDMENT

A. This Agreement supersedes all prior agreement and negotiations between the Parties and sets forth all promises, inducements, agreements, conditions and understandings between and among the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between or among them, other than as herein set forth.

B. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them or their successors in interest or their assigns and approved by the Corporate Authorities in accordance with all applicable statutory procedures.

C. All exhibits to this Agreement are incorporated herein by this reference. To the extent that there is any inconsistency between any agreement and the text of this Agreement, the text of this Agreement shall govern.

23. **NOTICE.** All notices, elections or other communications between the Parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the Parties at the following addresses or such other address as the Parties may, by notice, designate:

If to the Village:

Village of Glenview
Attn: Todd Hileman, Village Manager
1225 Waukegan Road
Glenview, Illinois 60025

with a copy to:

Eric G. Patt
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue, Suite 101
Glenview, Illinois 60026

If to the Developer/Owner:

24. **NO THIRD PARTY BENEFICIARIES.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or the Developer/Owner.

25. **TIME.** Time is of the essence of this Agreement and all documents, agreements and contracts pursuant hereto.

26. **NON-WAIVER.** The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this ____ day of _____, 2007, the same being done after public hearings, notice and statutory requirements

having been fulfilled.

DEVELOPER/OWNER
INSERT ENTITY

VILLAGE OF GLENVIEW, ILLINOIS

REPRESENTATIVE

Kerry D. Cummings, Village President
Village of Glenview, Cook County, Illinois

Attest:

Todd Hileman, Village Clerk
Village of Glenview, Cook County, Illinois

ATTEST:

Village Clerk

STATE OF _____)

) SS.

COUNTY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that INSERT NAME OF RESPONSIBLE PARTY, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2008.

Notary Public

SAMPLE

EXHIBIT A

Legal Description:

Commonly known as:

Permanent Index Numbers:

SAMPLE

EXHIBIT B

Plat of Annexation prepared by _____ dated _____

SAMPLE

EXHIBIT C

Plat of Subdivision prepared by _____ dated _____

SAMPLE

EXHIBIT D

Preliminary engineering plans prepared by _____ . dated _____

SAMPLE