

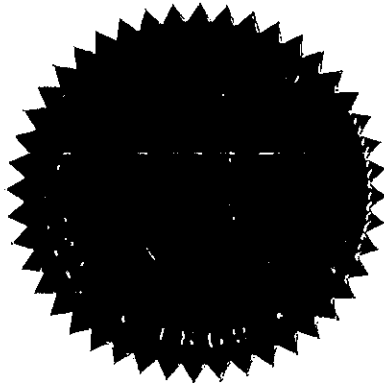
ORDINANCE 5339
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PAMPHLET

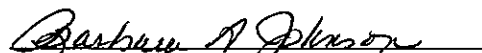
ORDINANCES AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT, ANNEXING CERTAIN TERRITORY, AMENDMENT OF
ORDINANCE 4403, REZONING, AND CONDITIONAL USE

CHILD DAY-CARE FACILITY

1214 S. WESTMORE/MEYERS ROAD



PUBLISHED IN PAMPHLET FORM THIS 25th DAY OF August, 2003
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.


Barbara A. Johnson
Deputy Village Clerk

ORDINANCE 5339

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT**

(PC 03-18; 1214 S. Westmore/Meyers Road)

(See also Ordinance No.(s) 5340, 5341, 5342, 5343)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at 1214 S. Westmore/Meyers Road, Lombard, Illinois and legally described in Section 2 below, be entered into; and,

WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the legal owners of the lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on August 21, 2003.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President and Village Clerk be and hereby are authorized to sign and attest to the Agreement attached hereto and marked Exhibit "A", by and between the Village of Lombard; and,

SECTION 2: This ordinance is limited and restricted to the property generally located at 1214 S. Westmore/Meyers Road, Lombard, Illinois containing 1.09 acres more or less and legally described as follows:

LOT 4 (EXCEPT THE NORTH 5.0 FEET THEREOF AND EXCEPT THE SOUTH 100.0 FEET THEREOF) IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER

OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

ALSO,

THE NORTH 164.0 FEET (EXCEPT THE NORTH 24 FEET THEREOF), OF LOT 5 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

PIN Numbers: 06-21-102-006 & 022

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this _____ day of _____, 2003.

First reading waived by action of the Board of Trustees this 21st day of August, 2003.

Passed on second reading this 21st day of August, 2003.

President Mueller,
Ayes Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nayes: None

Absent: None

Approved this 21st day of August, 2003.


William J. Mueller, Village President

ATTEST:


Barbara A. Johnson, Deputy Village Clerk

ORDINANCE 5340

**AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS**

(PC 03-18; 1214 S. Westmore/Meyers Road)

(See also Ordinance No.(s)5339, 5341, 5342, 5343)

WHEREAS, a written petition, signed by the legal owners and electors of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Lombard, DuPage County, Illinois, requesting that said territory be annexed to the Village of Lombard; and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Lombard; and,

WHEREAS, all notices of said annexation, as required by (Chapter 65 ILCS 5/7-1-1), have been given to the appropriate parties in a timely manner as required by Statute (copies of said Notices being attached hereto as Exhibit "A", and made part hereof).

WHEREAS, it is in the best interest of the Village of Lombard that said territory be annexed thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the territory described in Section 2 below be and the same is hereby annexed to the Village of Lombard, DuPage County, Illinois, pursuant to (Chapter 65 ILCS 5/7-1-8).

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 1214 Westmore/Meyers Road, Lombard, Illinois containing 1.09 acres more or less and legally described as follows:

LOT 4 (EXCEPT THE NORTH 5.0 FEET THEREOF AND EXCEPT THE SOUTH 100.0 FEET THEREOF) IN DEICKE'S DIVISION OF PART OF THE NORTHWEST

Ordinance No. 5340
Re: PC 03-18; Annexation
Page 2

QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

ALSO,

THE NORTH 164.0 FEET (EXCEPT THE NORTH 24 FEET THEREOF), OF LOT 5 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

PIN Numbers: 06-21-102-006 & 022

SECTION 3: The new boundary of the Village of Lombard shall extend to the far side of any adjacent rights-of-way, and shall include all of every right-of-way within the area annexed hereby.

SECTION 4: The Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk, a certified copy of this Ordinance, and the original Plat of Annexation.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this _____ day of _____, 2003.

First reading waived by action of the Board of Trustees this 21st day of August, 2003.

Passed on second reading this 21st day of August, 2003.

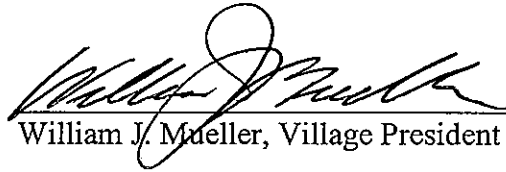
Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Ordinance No. 5340
Re: PC 03-18; Annexation
Page 3

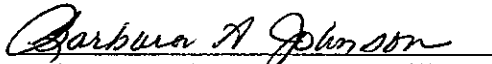
Nays: None

Absent: None

Approved this 21st day of August, 2003.


William J. Mueller, Village President

ATTEST:


Barbara A. Johnson, Deputy Village Clerk

ORDINANCE 5341

**AN ORDINANCE AMENDING ORDINANCE NUMBER 4403,
ADOPTED JANUARY 22, 1998, AMENDING THE COMPREHENSIVE PLAN
FOR THE VILLAGE OF LOMBARD, ILLINOIS**

(PC 03-18; 1214 S. Westmore/Meyers Road)

(See also Ordinance No.(s) 5339, 5340, 5342, 5343)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted Ordinance 4403, the Lombard Comprehensive Plan; and,

WHEREAS, an application has heretofore been filed requesting a map amendment for the purpose of changing the Comprehensive Plan's Long Range Land Use Plan designation for the property described in Section 2 hereto from Estate Residential to Community Commercial; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on July 28, 2003, pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the Comprehensive Plan amendment described herein; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That Ordinance 4403, otherwise known as the Comprehensive Plan of the Village of Lombard, Illinois, be and is hereby amended so as to redesignate the property described in Section 2 hereof from Estate Residential to Community Commercial.

SECTION 2: The Comprehensive Plan redesignation is limited and restricted to the property generally located at 1214 S. Westmore/Meyers Road, Lombard, Illinois, and legally described as follows:

LOT 4 (EXCEPT THE NORTH 5.0 FEET THEREOF AND EXCEPT THE SOUTH 100.0 FEET THEREOF) IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

ALSO,

THE NORTH 164.0 FEET (EXCEPT THE NORTH 24 FEET THEREOF), OF LOT 5 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

PIN Numbers: 06-21-102-006 & 022

SECTION 3: That the official Long Range Land Use Plan map (Figure 1 in the Comprehensive Plan) of the Village of Lombard be changed in conformance with the provisions of this Ordinance.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2003.

First reading waived by action of the Board of Trustees this 21st day of August, 2003.

Passed on second reading this 21st day of August, 2003.

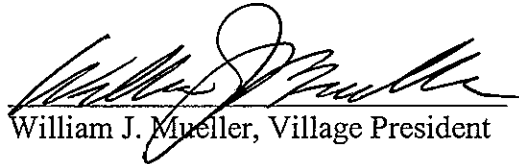
Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nays: None


Ordinance No. 5341
Re: PC 03-18; Comp. Plan Amendment
Page 3

Absent: None

Approved this 21st day of August, 2003.


William J. Mueller, Village President

ATTEST:


Barbara A. Johnson, Deputy Village Clerk

ORDINANCE 5342

**AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING)
TO THE LOMBARD ZONING ORDINANCE
TITLE 15, CHAPTER 155 OF THE CODE OF LOMBARD, ILLINOIS**

(PC 03-18; 1214 S. Westmore/Meyers Road)

(See also Ordinance No.(s) 5339, 5340, 5341, 5343)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title 15, Chapter 155 of the Code of Lombard, Illinois; and,

WHEREAS, an application has heretofore been filed requesting a map amendment for the purpose of rezoning the property described in Section 2 hereto from R1 Single-Family Residence District to B3 Community Shopping District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on July 28, 2003, pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the rezoning described herein; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein;

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That Title 15, Chapter 155 of the Code of Lombard, Illinois, otherwise known as the Lombard Zoning Ordinance, be and is hereby amended so as to rezone the property described in Section 2 hereof to B3 Community Shopping District.

SECTION 2: This ordinance is limited and restricted to the property generally located at 1214 Westmore/Meyers Road, Lombard, Illinois, and legally described as follows:

LOT 4 (EXCEPT THE NORTH 5.0 FEET THEREOF AND EXCEPT THE SOUTH 100.0 FEET THEREOF) IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE

Ordinance No. 5342
Re: PC 03-18; Rezoning
Page 2

THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY,
ILLINOIS.

ALSO,

THE NORTH 164.0 FEET (EXCEPT THE NORTH 24 FEET THEREOF), OF LOT 5 IN
DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT
1798881, IN DU PAGE COUNTY, ILLINOIS.

PIN Numbers: 06-21-102-006 & 022

SECTION 3: That the official zoning map of the Village of Lombard be
changed in conformance with the provisions of this Ordinance.

SECTION 4: This ordinance shall be in full force and effect from and after
its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2003.

First reading waived by action of the Board of Trustees this 21st day of August,
2003.

Passed on second reading this 21st day of August, 2003.

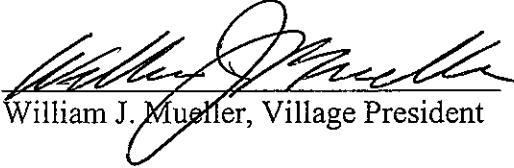
Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nays: None

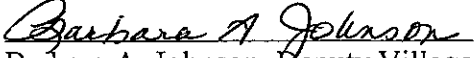
Absent: None

Approved this 21st, day of August, 2003.

Ordinance No. 5342
Re: PC 03-18; Rezoning
Page 3


William J. Mueller, Village President

ATTEST:


Barbara A. Johnson, Deputy Village Clerk

ORDINANCE NO. 5343

**AN ORDINANCE GRANTING A CONDITIONAL USE
FOR A CHILD DAY CARE FACILITY IN THE
B3 COMMUNITY SHOPPING DISTRICT**

(See also Ordinances 5339, 5340, 5341, 5342)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title 15, Chapter 155 of the Code of Lombard, Illinois; and,

WHEREAS, the subject property is zoned B3 Community Shopping District; and,

WHEREAS, an application has heretofore been filed requesting approval of a conditional use for a child day care facility in a B3 Community Shopping District

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on July 28, 2003 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the conditional use described herein; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Ordinance is limited and restricted to the property generally located at 1214 Westmore/Meyers Road, Lombard, Illinois, and legally described as follows:

LOT 4 (EXCEPT THE NORTH 5.0 FEET THEREOF AND EXCEPT THE SOUTH 100.0 FEET THEREOF) IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

ALSO,

THE NORTH 164.0 FEET (EXCEPT THE NORTH 24 FEET THEREOF), OF LOT 5 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

PIN Numbers: 06-21-102-006 & 022
(Hereinafter the "Subject Property").

SECTION 2: That a conditional use for a child day care facility is hereby granted for the Subject Property, subject to compliance with the following condition:

1. That the petitioner shall submit to the Village for review and approval a plat of consolidation for the subject property.

SECTION 3: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2003.

First reading waived by action of the Board of Trustees this 21st day of August, 2003.

Passed on second reading this 21st day of August, 2003.


Ayes Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nayes: None

Absent: None

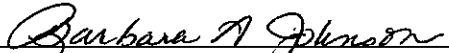
Approved this 21st, day of August, 2003.

Ordinance No. 5343
Re: PC 03-18; Cond. Use
Page 3



William J. Mueller, Village President

ATTEST:



Barbara A. Johnson, Deputy Village Clerk

Space above reserved for Recorder's use

**ANNEXATION AGREEMENT DATED August 21, 2003 FOR
KINDERCARE LEARNING CENTERS, INC. SITE NO. 1168,
LOMBARD, IL**

Parcel Nos.: 06-21-102-006 & 022

Common Address: 1214 S. Westmore/Meyers Road

AFTER RECORDING RETURN TO:

**Village of Lombard
Department of Community Development
255 E. Wilson Avenue
Lombard, IL 60148**

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 21st day of August, 2003, by and between the VILLAGE of Lombard, an Illinois municipal corporation ("VILLAGE") and KINDERCARE LEARNING CENTERS, INC., a Delaware corporation authorized to do business in Illinois (hereinafter collectively referred to as "OWNER");

WITNESSETH:

WHEREAS, OWNER is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof (hereinafter referred to as the "SUBJECT PROPERTY"); and

WHEREAS, the SUBJECT PROPERTY is not annexed to the VILLAGE or any other municipal corporation; and

WHEREAS, OWNER is desirous of annexing the SUBJECT PROPERTY, which is not currently within the corporate limits of the VILLAGE, to the VILLAGE; and

WHEREAS, contiguity to the Corporate Limits of the VILLAGE has been established to the north of the SUBJECT PROPERTY; and

WHEREAS, OWNER had previously entered into an agreement with the VILLAGE (approved pursuant to Resolution R-60-86, adopted March 13, 1986) which allowed the OWNER to connect to the VILLAGE water and sanitary sewer service for the SUBJECT PROPERTY; and

WHEREAS, OWNER is proceeding before the appropriate authorities of the VILLAGE to obtain annexation, map amendment and conditional use approval for the SUBJECT PROPERTY substantially consistent with the development concepts hereinafter set forth in this Agreement in order to facilitate the continued use of the SUBJECT PROPERTY; and

WHEREAS, the VILLAGE desires to annex and the OWNER desires to have the SUBJECT PROPERTY annexed to the VILLAGE, and each of the parties desires to obtain assurances from the other as to certain provisions of the zoning and other ordinances of the VILLAGE for the SUBJECT PROPERTY when the same has been annexed and to other matters covered by this Agreement for a period of twenty (20) years from and after the execution of this Agreement; and

WHEREAS, the SUBJECT PROPERTY consists of approximately 1.09 acres of land; and

WHEREAS, all owner(s) of record of the SUBJECT PROPERTY have signed a Petition for Annexation of the SUBJECT PROPERTY to the VILLAGE (hereinafter referred to as the "Annexation Petition"); and

WHEREAS, there are no electors residing on the SUBJECT PROPERTY; and

WHEREAS, an application has heretofore been filed with the VILLAGE Clerk for annexation, zoning and conditional use approval for the SUBJECT PROPERTY; and

WHEREAS, said application was forwarded to the Plan Commission of the VILLAGE; and

WHEREAS, a public hearing was held on June 16, 2003, for the purpose of considering whether the SUBJECT PROPERTY should be rezoned, upon the annexation of the SUBJECT PROPERTY, from the R-1 Single-Family Residential District to the B-3 Community Shopping District, with a conditional use for a child day care facility, and the Plan Commission has submitted to the Corporate Authorities of the VILLAGE (hereinafter referred to as the "Corporate Authorities") their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the 21st day of August, 2003; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the said annexation, zoning and development and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, and upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to, variations from and classifications under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the "Zoning Ordinance") and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the "Subdivision Ordinance"), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the Corporate Authorities of the VILLAGE and the OWNER deem it to the mutual advantage of the parties and in the public interest that the SUBJECT PROPERTY be annexed to and developed as a part of the VILLAGE as hereinafter provided; and

WHEREAS, the annexation of the SUBJECT PROPERTY as provided herein will promote the sound planning and development of the VILLAGE as a balanced community and will be beneficial to the VILLAGE; and

WHEREAS, OWNER desires to have the entire SUBJECT PROPERTY rezoned to the B-3 Community Shopping District, with a conditional use for a child day care facility;

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The VILLAGE and OWNER agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.

2. **Development of SUBJECT PROPERTY:** VILLAGE and OWNER agree that the SUBJECT PROPERTY shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto.

3. **Annexation:** Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the VILLAGE and the OWNER shall cause the annexation of the SUBJECT PROPERTY to occur pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

4. **Zoning:** Upon annexation of the SUBJECT PROPERTY to the VILLAGE as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire SUBJECT PROPERTY from the R1 Single Family Residence District to the B3 Community Shopping District under the Zoning Ordinance.

5. **Conditional Use Approval:** Associated with the annexation of the SUBJECT PROPERTY, the VILLAGE shall also grant conditional use approval for an existing child day care facility consisting of a 6,564 square foot building and a 16,426 square foot outside play area, located on the SUBJECT PROPERTY, as depicted on EXHIBIT B attached hereto and made a part hereof.

6. **Water and Sanitary Sewer Utilities:** The SUBJECT PROPERTY is currently connected to and is served by the VILLAGE's water and sanitary sewer service systems. OWNER agrees to convey any new and/or existing sanitary sewer and watermain, and all facilities incidental thereto, to the VILLAGE by executing such appropriate documents as are necessary to vest title thereto in the VILLAGE. Subsequent to the annexation of the SUBJECT PROPERTY, , the

VILLAGE, subject to all rules, regulations and ordinances of the VILLAGE, agree to supply sanitary service and water service, to the SUBJECT PROPERTY, to such capacity and in such amounts as will adequately service the SUBJECT PROPERTY under its aforesaid intended usage.

7. **Storm Drainage Facilities:** The OWNER shall not be required to provide new storm drainage facilities for any existing structures on the SUBJECT PROPERTY. However, any future additions or modifications to, or reconstruction of, any buildings, structures and/or parking lot improvements on the SUBJECT PROPERTY shall be subject to the Title 15, Chapter 151 of the Village Code.

8. **Easements:** OWNER shall provide or obtain all easements, both on-site and off-site (if applicable), which are necessary or appropriate to enable the SUBJECT PROPERTY to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the VILLAGE being named a grantee in all said easements along with the applicable utility companies and cable television operator. The location for all public improvements shall be as approved by the VILLAGE, which approval shall not be unreasonable withheld, conditioned, or delayed.

9. **Contributions:** OWNER shall have no obligation to make any contribution, in cash or in land, to any school district, park district or library district provided the SUBJECT PROPERTY is operated in substantial conformity with this Agreement or pursuant to such other non-residential development plans as may from time to time be approved by the VILLAGE. The foregoing provision shall not eliminate or reduce OWNER's obligation to pay other fees and charges applicable to the SUBJECT PROPERTY pursuant to VILLAGE ordinances.

10. **Waiver of Plan Commission Fees:** In consideration of the voluntary nature of the annexation and zoning approvals for the existing building and site improvements on the SUBJECT

PROPERTY, the VILLAGE agrees to waive all Plan Commission application fees as part of this Agreement.

11. **Existing Structures:** The VILLAGE recognizes the existing nature of the buildings and structures on the SUBJECT PROPERTY. Nothing in this Agreement shall be construed so as to grant zoning relief or any other relief from the Village Code for any existing uses or structures on the SUBJECT PROPERTY, other than that noted in Sections 4 and 5 above. Any expansion, alteration, reconstruction or repair of any buildings or structures on the SUBJECT PROPERTY shall conform with all existing provisions of the Village Code. For purposes of this Agreement, a legally permitted structure (whether legal or legal non-conforming) shall be any structure for which a building permit was issued by DuPage County and/or the VILLAGE prior to the effective date of this Agreement.

12. **Reasonableness of Fees and Charges:** OWNER agrees that the connection charges, fees, dedications and easements required by current ordinances of the VILLAGE or this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development and/or redevelopment of the SUBJECT PROPERTY.

13. **Dedication of Public Improvements:** Following the annexation of the SUBJECT PROPERTY to the VILLAGE and when OWNER has completed any required public improvements, in accordance with applicable provisions of the Subdivision Ordinance, as varied by this Agreement, and said public improvements have been inspected and approved by the VILLAGE Engineer, the VILLAGE shall accept said public improvements subject to the two (2) year maintenance provisions of the Subdivision Ordinance, unless such public improvements have been in place for a period of two years or more preceding the date of annexation. Notwithstanding this Section, Drainage Facilities and Detention Areas located within the SUBJECT PROPERTY shall remain owned by and maintained by the OWNER, and any subsequent owner(s). The acceptance of said public improvements by the VILLAGE shall not be a condition precedent to the issuance of any building or occupancy permit requested or of the VILLAGE for the SUBJECT PROPERTY.

14. **Fire District:** By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the SUBJECT PROPERTY shall, upon its annexation to the VILLAGE, be disconnected from the fire protection district in which it is located at no cost to the VILLAGE. The VILLAGE agrees to cooperate with the OWNER in said disconnection. OWNER and/or the successor owner of the SUBJECT PROPERTY shall be responsible for the disconnection and shall reimburse the VILLAGE for any funds expended by the VILLAGE, including, but not limited to any payments required by 70 ILCS 705/20(e), any legal fees and litigation costs, relative thereto. The VILLAGE shall provide notice to the fire protection district in the manner required by law.

15. **Final Engineering Approval:** All public improvements to be constructed hereunder or under the Subdivision Ordinance, as varied by this Agreement, and which are to be owned by the VILLAGE either before or after its annexation of the SUBJECT PROPERTY shall be paid for, constructed and installed by OWNER in accordance with final engineering plans approved by the VILLAGE's Engineer.

16. **Consent to Creation of a Special Assessment or Special Service Area:** OWNER agrees that it will not object to the imposition of a Special Assessment or Special Service Area incorporating the SUBJECT PROPERTY with respect to the construction of any public improvements affecting the area of the SUBJECT PROPERTY and which may become necessary at a future date. The assessment formula for any such future Special Assessment(s) or Special Service Area(s) shall be determined as required by law, taking into account the relative benefit to the SUBJECT PROPERTY as a result of the public improvements constructed.

17. **General Provisions:**

A. **Notices:** Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed facsimile transmission provided a hard copy of such notice is deposited in the regular mail

addressed to the recipient within twenty-four (24) hours following the facsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

- (1) If to the VILLAGE or
Corporate Authorities:

President and Board of Trustees
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

With a copy to:

- (a) Village Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

- (b) Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 629-2374

(c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

(2) If to OWNER:
KinderCare Learning Centers, Inc.
650 N.E. Holladay, Suite 1400
Portland, Oregon 97232
Attn: Real Estate Department
Phone: (503) 872-1300
Fax: (503) 872-1447

With a copy to:

KinderCare Learning Centers, Inc.
650 N.E. Holladay, Suite 1400
Portland, OR 97232
Attn: Legal Department
Phone: (503) 872-1300
Fax: (503) 872-1391

or to such other address as any party may from time to time designate in a written notice to the other parties.

B. Continuity of Obligations:

- (1) This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the VILLAGE and successor municipalities. Upon the conveyance of any of OWNER's interest in any portion of the SUBJECT PROPERTY or its rights and obligations under this Agreement to the other or a third party ("Transferee"), the rights and obligations of OWNER pertaining to such portion of the SUBJECT PROPERTY or rights and obligations hereunder, shall be deemed assigned to and assumed by such Transferee, and OWNER shall thereupon be released and discharged by the VILLAGE from any further obligation pertaining to such identified rights and duties. Subject to the provisions of this Section 17B, the Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of OWNER pertaining to such portion of the SUBJECT PROPERTY.

- (2) In the event of any sale or conveyance by OWNER of the Subject Property or any portion thereof, excluding any sale or conveyance by Owner of any individual dwellings or individual residential lots while Owner is acting in the regular course of its business of a developer selling or transferring such dwellings or improved lots to the ultimate consumers thereof, OWNER shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Property. Such written notice shall include identification of the name(s)

of such successor(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance of real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 17B.

- (3) Upon the condition that the requirements of this subsection 17B have been met, this Agreement shall insure to the benefit of and shall be binding upon OWNER's successors in any manner in title, and shall be binding upon the VILLAGE and the successor Corporate Authorities of the VILLAGE and any successor municipality. In the event that the requirements of this subsection 17B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of OWNER's successors in any manner in title until such time as OWNER has given the VILLAGE the notice required by this subsection.
- (4) Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the SUBJECT PROPERTY by OWNER in accordance with subsection 17B(3) above, the OWNER shall at all times during the term of this Agreement remain liable to VILLAGE for the faithful performance of all obligations imposed upon OWNER by this Agreement until such obligations have been fully performed or until VILLAGE, at its sole option, has otherwise released OWNER from any or all of such obligations.

- (5) Except as otherwise provided in this subsection 17B, all the terms and conditions of this Agreement shall constitute covenants running with the land.
- C. Court Contest: In the event the annexation of the SUBJECT PROPERTY, the classification of the SUBJECT PROPERTY for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period provided in subsection 17R below.
- D. Remedies: The VILLAGE and OWNER, and their respective successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, or such longer period as may be reasonable under the circumstances, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.
- E. Conveyances: Nothing contained in this Agreement shall be construed to restrict or limit the right of OWNER to sell or convey all or any portion of the SUBJECT PROPERTY, whether improved or unimproved, except as otherwise specifically set forth herein.

- F. Survival of Representations: Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.
- G. Captions and Paragraph Headings: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- H. Reimbursement of VILLAGE for Legal and Other Fees and Expenses:
- (1) To Effective Date of Agreement: OWNER, concurrently with the approval of this Agreement, shall reimburse the VILLAGE for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the SUBJECT PROPERTY:
- (a) the costs incurred by the VILLAGE for engineering services for any engineering services for future improvements not already constructed on the SUBJECT PROPERTY;
 - (b) all reasonable attorneys' fees incurred by the VILLAGE in connection with the preparation and review of this Annexation Agreement and the zoning of the SUBJECT PROPERTY not to exceed \$ 500; and
 - (c) miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and copying expense.

(2) From and After Effective Date of Agreement: Except as provided in this subsection, upon demand by the VILLAGE made by and through its President, OWNER from time to time shall promptly reimburse the VILLAGE for all reasonable expenses and costs incurred by the VILLAGE in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements, and the review by VILLAGE consultants of plans and materials submitted by OWNER.

Such costs and expenses incurred by the VILLAGE in the administration of this Agreement shall be evidenced to the OWNER upon OWNER's request, by a sworn statement of the VILLAGE; and such costs and expenses may be further confirmed by OWNER at its option from additional documents designated from time to time by OWNER relevant to determining such costs and expenses.

Notwithstanding the foregoing, OWNER shall in no event be required to reimburse VILLAGE or pay for any expenses or costs of VILLAGE as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by VILLAGE ordinances or otherwise.

(3) In the event that any third party or parties institute any legal proceedings against OWNER and/or the VILLAGE, which relate to the terms of this Agreement, then, in that event, OWNER, on notice from the VILLAGE shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (a) OWNER shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE.
 - (b) In the event that a conflict of interest exists such that counsel for the OWNER cannot continue to represent both the OWNER and the VILLAGE without the VILLAGE waiving said conflict, the VILLAGE shall have the option of being represented by its own legal counsel. In the event the VILLAGE exercises such option, then OWNER shall reimburse the VILLAGE, from time to time on written demand from the President of VILLAGE and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the VILLAGE in connection therewith.
- (4) In the event the VILLAGE institutes legal proceedings against OWNER for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against OWNER all expenses of such legal proceedings incurred by VILLAGE, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the VILLAGE in connection therewith (and any appeal thereof). OWNER may, in its sole discretion, appeal any such judgment rendered in favor of the VILLAGE against OWNER.
- I. No Waiver or Relinquishment of Right to Enforce Agreement: Failure of any party to this Agreement 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.

- J. VILLAGE Approval or Direction: Where VILLAGE approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the VILLAGE unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.
- K. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER.
- L. Authorization to Execute: The officers of OWNER executing this Agreement warrant that they have been lawfully authorized by OWNER's Board of Directors to execute this Agreement on behalf of said OWNER. The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the VILLAGE Board to execute this Agreement. The OWNER and VILLAGE shall deliver to each other upon request copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- M. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the OWNER and the VILLAGE relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to

this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

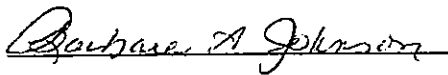
- N. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- O. Conflict Between the Text and Exhibits: In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of this Agreement shall control and govern.
- P. Definition of VILLAGE: When the term VILLAGE is used herein it shall be construed as referring to the Corporate Authorities of the VILLAGE unless the context clearly indicates otherwise.
- Q. Execution of Agreement: This Agreement shall be signed last by the VILLAGE and the President of the VILLAGE shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- R. Term of Agreement: This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.
- S. Venue: The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF LOMBARD, an Illinois
Municipal Corporation



William J. Mueller
Village President




Barbara A. Johnson
Deputy Village Clerk

DATED: August 21, 2003

OWNER:

KINDERCARE LEARNING CENTERS, INC.,
a Delaware corporation licensed to do business in
Illinois

ATTEST:



Joe Keough
Title: Vice President - Real Estate

DATED: July 25, 2003

By: 

Name: Dan Jackson

Title: Exec. Vice President

ACKNOWLEDGMENTS

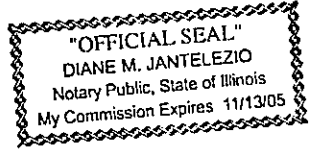
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the
VILLAGE of Lombard, and Barbara A. Johnson, personally known to me to be the Deputy Clerk of
said municipal corporation, and personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person and severally
acknowledged that as such President and Deputy Clerk, they signed and delivered the said instrument
and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to
authority given by the Board of Trustees of said municipal corporation, as their free and voluntary
act, and as the free and voluntary act and deed of said municipal corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and official seal, this 25th day of August, 2003.

Commission expires 11/13, 2005.

Diane M. Jantelezio
Notary Public



STATE OF OREGON)

) SS

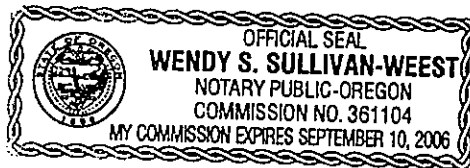
COUNTY OF Multnomah)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named Dan Jackson and
Joe Keough, are personally known to me to be the Exec. Vice Pres. and
Vice Pres - Real Estate of KinderCare Learning and also personally known to
me to be the same persons whose names are subscribed to the foregoing instrument as such
Exec. Vice Pres and Vice Pres - Real Estate ^{Centers, Inc.} respectively, and that they appeared before
me this day in person and severally acknowledged that as such Exec. Vice Pres and
Vice President -
~~Real Estate~~ they signed and delivered the said instrument, consenting to its recordation,
pursuant to authority given by said trust as their free and voluntary act, and as the free and voluntary
act and deed of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 25 day of July, 2003.

Commission expires Sept. 10, 2006

Wendy S. Sullivan-Weest
Notary Public for the
State of Oregon



SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description of SUBJECT PROPERTY
EXHIBIT B: Existing Improvements on SUBJECT PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 4 (EXCEPT THE NORTH 5.0 FEET THEREOF AND EXCEPT THE SOUTH 100.0 FEET THEREOF) IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

ALSO,

THE NORTH 164.0 FEET (EXCEPT THE NORTH 24 FEET THEREOF), OF LOT 5 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 1798881, IN DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-21-102-006 & 022

Common Address: 1214 S. Westmore/Meyers Road, Lombard, Illinois 60148

EXHIBIT B

EXISTING IMPROVEMENTS ON SUBJECT PROPERTY

Existing Site Plan(s) to be attached.

C.

C.

C.