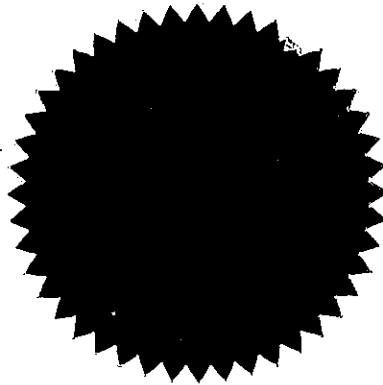


ORDINANCES 4421 4422 A-E

PAMPHLET

FRONT OF PAMPHLET

ORDINANCES AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT AND DEVELOPMENT
AGREEMENTS FOR FOUNTAIN SQUARE SUBDIVISION
GRANTING CONDITIONAL USES AND VARIATIONS



PUBLISHED IN PAMPHLET FORM THIS 25TH DAY OF MARCH, 1998.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Lorraine G. Gerhardt
Lorraine G. Gerhardt
Village Clerk

Dilbert J. Sten 2007
Resputy Clerk

ORDINANCE 4421

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT
AND CERTAIN DEVELOPMENT AGREEMENTS RELATIVE TO
THE PROPERTY REFERENCED IN THE ANNEXATION AGREEMENT**

(PC 97-28: Fountain Square Subdivision)

(See also Ordinance No.(s) 4422A, 4422B, 4422C, 4422D, & 4422E)

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 generally located at the northwest corner of Butterfield Road and Meyers Road, Lombard, Illinois to 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 developer and the legal owners of the property which is 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 January 22, 1998.

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

SECTION 1: That the Village President and Village Clerk be and hereby are authorized to sign and attest to the (1) Annexation Agreement attached hereto and marked Exhibit "A", (2) the R-4 Development Agreement which is incorporated by reference as Exhibit G to the Annexation Agreement and attached hereto as Exhibit "B", and (3) the B-3 Development Agreement which is incorporated by reference as Exhibit "I" to the Annexation Agreement and attached hereto as Exhibit "C", all by and between the Village of Lombard, Bethany Theological Seminary, and Fountain Square of Lombard, L.L.C.; and

SECTION 2: This ordinance is limited and restricted to the property generally located at the northwest corner of Butterfield and Meyers Road, Lombard, Illinois and legally described as follows:

Parcel No. 1:

That part of the Northwest Quarter of Section 28, Township 39 North, Range 11 East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of Section 28 aforesaid; thence South on the West line of Section 28, aforesaid, 1957.45 feet to the center line of old Butterfield Road; thence Northeasterly along the center line of old Butterfield Road, 1868.70 feet to the center line of Meyers Road, being the Southeast corner of school lot; thence Northwesterly along the center line of Meyers Road, 1062.62 feet to the Northeast corner of the West half of Northwest Quarter of Section 28 aforesaid; thence West on the North line of Section 28, aforesaid, 1324.36 feet to the point of beginning; except therefrom the North 231.56 feet of the West 1020 feet of the Northwest Quarter of Section 28, Township 39 North, Range 11, East of the Third Principal Meridian, (as measured along the North and West lines of said Northwest Quarter) now subdivided into Bethany Biblical Seminary Subdivision recorded as Document R62-17770; also except therefrom that part of the Northwest Quarter of Section 28, Township 39 North, Range 11 East of the Third Principal Meridian, described by beginning at the intersection of the center line of old Butterfield Road with the center line of Meyers Road; thence Northwesterly along the center line of Meyers Road for a distance of 112.96 feet to a point; thence Southwesterly along a line that forms an angle of 99 degrees 02 minutes to the left with a prolongation of the last described course for a distance of 108.95 feet to a point in West line of the Utopia School lot; thence Southeasterly along said West lot line that forms an angle of 80 degrees 58 minutes to the left with a prolongation of the last described course for a distance of 115.33 feet to a point in the aforesaid center line of old Butterfield Road; thence Northeasterly along said center line that forms an angle of 100 degrees 16 minutes to the left with a prolongation of the last described course for a distance of 108.98 feet, more or less, to the place of beginning; also except therefrom that part thereof conveyed to the State of Illinois in Document Number R74-38421, described as follows: Commencing at the Northeast Corner of the Northwest Quarter of said Section 28; thence south along the East line of said Northwest Quarter, for a distance of 480.8 feet to its point of intersection with the center line of FA Route 131; thence Southwesterly along said center line for a distance of 1100.1 feet to its point of intersection with the Southerly extension of the existing center line of Meyers Road; thence Northerly on said Southerly extension and on said existing center line of Meyers Road along a line which forms an angle of 108 degrees 46 minutes to the right with a prolongation of said FA Route 131 center line course for a distance of 151.1 feet to a point on a Southeasterly line (as defined in a dedication to the State of Illinois recorded May 18, 1949 as Document No. 568067) of the Bethany Theological Seminary property for a point of beginning; thence Southwesterly on the last described property line along a line which forms an angle of 99 degrees 02 minutes to the left with a prolongation of the last described course, for a distance of 72.1 feet to a point; thence Northerly along a line for a distance of 197.9 feet to a point 50.0 feet normally distant Westerly of said existing Meyers Road

Ordinance No. 4421

Re: PC 97-28

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center line, said point being on the Westerly right of way line of Meyers Road; thence Easterly along a line normal to said existing Meyers Road center line for a distance of 50.0 feet to a point on said existing Meyers Road center line; thence Southeasterly along said existing Meyers Road center line for a distance of 185.5 feet to the point of beginning; also except therefrom that part dedicated for Butterfield Road recorded as Document Number 387284 and as Document Number 386643; also except therefrom that part dedicated for Meyers Road recorded as Document Number R62-38610; also except therefrom that part dedicated for 22nd Street recorded as Document Number 968458 all in DuPage County, Illinois.

Parcel No. 2:

That part of the Northeast Quarter of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of Section 29, aforesaid; thence West on the North line of Section 29 aforesaid, 70.0 feet; thence South parallel to the East line of Section 29 aforesaid, 736.60 feet, thence Southwesterly on a line forming an interior angle of 191 degrees 50 minutes 48 seconds with the last described course, 787.50 feet; thence Southeasterly on a line forming an interior angle of 140 degrees 55 minutes 12 seconds with the last described course, 506.25 feet to the center line of old Butterfield Road at its intersection with the East line of Section 29, aforesaid; thence North on the East line of Section 29, aforesaid, 1957.45 feet to the point of beginning; except therefrom that part dedicated for Butterfield Road recorded as Document Number 387284 and as Document Number 386643; also except therefrom that part dedicated for 22nd Street per Document Number R65-11923; all in DuPage County, Illinois.

Parcel No.3:

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 (inclusive) in Bethany Biblical Seminary Subdivision, being a Subdivision of part of the Northwest Quarter of Section 28, Township 39 North, Range 11 East of the Third Principal Meridian, lying West of the center of Meyers Road according to the plat thereof recorded June 6, 1962 as Document R62-17770, in DuPage County, Illinois.

Parcel Nos. 06-28-100-001, 002, 003, 004, 005, 006, 007, 008, 009 and 06-28-101-003.

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 _____, 1998.

First reading waived by action of the Board of Trustees this 5th day of February, 1998.

Passed on second reading this 5th day of February, 1998.

Ordinance No. 4421

Re: PC 97-28

Page 4

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas, Gatz, Kufirin & President Mueller

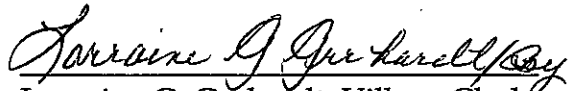
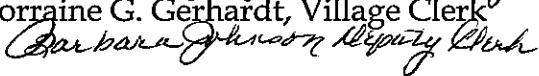
Nayes: None

Absent: None

Approved this 5th day of February, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

Barbara Johnson, Deputy Clerk

ORDINANCE 4422A

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

(PC 97-28: Fountain Square Subdivision)

(See also Ordinance No.(s) 4421, 4422B, 4422C, 4422D & 4422E)

WHEREAS, a written petition, signed by the legal owners of record, and there being no electors, 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); and

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 Plat of Annexation attached hereto as Exhibit "B", and located generally at the northwest corner of Butterfield Road and Meyers Road, Lombard, Illinois and legally described as follows:

Parcel No. 1:

That part of the Northwest Quarter of Section 28, Township 39 North, Range 11 East of the Third Principal Meridian, described as follows:

R62-38610; also except therefrom that part dedicated for 22nd Street recorded as Document Number 968458 all in DuPage County, Illinois.

Parcel No. 2:

That part of the Northeast Quarter of Section 29, Township 39 North, Range 11 East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of Section 29, aforesaid; thence West on the North line of Section 29 aforesaid, 70.0 feet; thence South parallel to the East line of Section 29 aforesaid, 736.60 feet, thence Southwesterly on a line forming an interior angle of 191 degrees 50 minutes 48 seconds with the last described course, 787.50 feet; thence Southeasterly on a line forming an interior angle of 140 degrees 55 minutes 12 seconds with the last described course, 506.25 feet to the center line of old Butterfield Road at its intersection with the East line of Section 29, aforesaid; thence North on the East line of Section 29, aforesaid, 1957.45 feet to the point of beginning; except therefrom that part dedicated for Butterfield Road recorded as Document Number 387284 and as Document Number 386643; also except therefrom that part dedicated for 22nd Street per Document Number R65-11923; all in DuPage County, Illinois.

Parcel No.3:

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 (inclusive) in Bethany Biblical Seminary Subdivision, being a Subdivision of part of the Northwest Quarter of Section 28, Township 39 North, Range 11 East of the Third Principal Meridian, lying West of the center of Meyers Road according to the plat thereof recorded June 6, 1962 as Document R62-17770, in DuPage County, Illinois.

Parcel Nos. 06-28-100-001, 002, 003, 004, 005, 006, 007, 008, 009 and 06-28-101-003.

SECTION 3: The new boundary of the Village of Lombard shall extend to the far side of the adjacent rights-of-way of 22nd Street and Meyers Road, 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.

Beginning at the Northwest corner of Section 28 aforesaid; thence South on the West line of Section 28, aforesaid, 1957.45 feet to the center line of old Butterfield Road; thence Northeasterly along the center line of old Butterfield Road, 1868.70 feet to the center line of Meyers Road, being the Southeast corner of school lot; thence Northwesterly along the center line of Meyers Road, 1062.62 feet to the Northeast corner of the West half of Northwest Quarter of Section 28 aforesaid; thence West on the North line of Section 28, aforesaid, 1324.36 feet to the point of beginning; except therefrom the North 231.56 feet of the West 1020 feet of the Northwest Quarter of Section 28, Township 39 North, Range 11, East of the Third Principal Meridian, (as measured along the North and West lines of said Northwest Quarter) now subdivided into Bethany Biblical Seminary Subdivision recorded as Document R62-17770; also except therefrom that part of the Northwest Quarter of Section 28, Township 39 North, Range 11 East of the Third Principal Meridian, described by beginning at the intersection of the center line of old Butterfield Road with the center line of Meyers Road; thence Northwesterly along the center line of Meyers Road for a distance of 112.96 feet to a point; thence Southwesterly along a line that forms an angle of 99 degrees 02 minutes to the left with a prolongation of the last described course for a distance of 108.95 feet to a point in West line of the Utopia School lot; thence Southeasterly along said West lot line that forms an angle of 80 degrees 58 minutes to the left with a prolongation of the last described course for a distance of 115.33 feet to a point in the aforesaid center line of old Butterfield Road; thence Northeasterly along said center line that forms an angle of 100 degrees 16 minutes to the left with a prolongation of the last described course for a distance of 108.98 feet, more or less, to the place of beginning; also except therefrom that part thereof conveyed to the State of Illinois in Document Number R74-38421, described as follows: Commencing at the Northeast corner of the Northwest Quarter of said Section 28; thence South along the east line of said Northwest Quarter, for a distance of 480.8 feet to its point of intersection with the center line of FA Route 131; thence Southwesterly along said center line for a distance of 1100.1 feet to its point of intersection with the Southerly extension of the existing center line of Meyers Road; thence Northerly on said Southerly extension and on said existing center line of Meyers Road along a line which forms an angle of 108 degrees 46 minutes to the right with a prolongation of said FA Route 131 center line course for a distance of 151.1 feet to a point on a Southeasterly line (as defined in a dedication to the State of Illinois recorded May 18, 1949 as Document No. 568067) of the Bethany Theological Seminary property for a point of beginning; thence Southwesterly on the last described property line along a line which forms an angle of 99 degrees 02 minutes to the left with a prolongation of the last described course, for a distance of 72.1 feet to a point; thence Northerly along a line for a distance of 197.9 feet to a point 50.0 feet normally distant Westerly of said existing Meyers Road center line, said point being on the Westerly right of way line of Meyers Road; thence Easterly along a line normal to said existing Meyers Road center line for a distance of 50.0 feet to a point on said existing Meyers Road center line; thence Southeasterly along said existing Meyers Road center line for a distance of 185.5 feet to the point of beginning; also except therefrom that part dedicated for Butterfield Road recorded as Document Number 387284 and as Document Number 386643; also except therefrom that part dedicated for Meyers Road recorded as Document Number

Ordinance No. 4422A

Re: PC 97-28

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Passed on first reading this _____ day of _____, 1998.

First reading waived by action of the Board of Trustees this 5th day of
February, 1998.

Passed on second reading this 5th day of February, 1998.

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas, Gatz & Kufrin


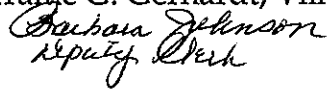
Nayes: None

Absent: None

Approved this 5th day of February, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

Barbara Johnson
Deputy Clerk

Ordinance No. 4422A

Re: PC 97-28

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EXHIBIT A

**[NOTICES TO TOWNSHIP, LIBRARY DISTRICT,
FIRE PROTECTION DISTRICT
OF POTENTIAL ANNEXATION]**

AFFIDAVIT

Now comes Annette Mueller, an employee of the Village of Lombard after being duly sworn and under oath states as follows:

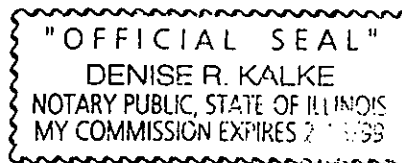
That on 10/27/97 I deposited into the U.S. Mail in the Village of Lombard the attached "Notice of Annexation" which was sent out via Certified Mail to the persons listed on the Notices.

THE VILLAGE OF LOMBARD

By Annette Mueller

SUBSCRIBED AND SWORN TO
before me this 27th
day of October, 1997.

Denise R. Kalke
Notary Public



NOTICE OF ANNEXATION OF PROPERTY INTO
THE VILLAGE OF LOMBARD

TO: YORK CENTER FIRE PROTECTION DISTRICT

William Cizek, Trustee
1S244 Holyoke Lane
Villa Park, IL 60181

Ronald Roth, Trustee
1416 S. Luther
Lombard, Il. 60148

Joe Adkins, Trustee
1046 S. Meyers Rd.
Lombard, Il. 60148

Barry Sherman, Attorney
1 S 376 Summit, Court D
Oakbrook Terrace, Il. 60181

Re: PC 97-28: 900 E. Butterfield Rd. (the Northwest Corner of Butterfield Road and Meyers Road), Fountain Square of Lombard, Ltd., a Delaware limited liability company, requests **annexation** into the Village of Lombard; approval of a Preliminary Plat of Subdivision; zoning to the R4 Limited General Residence District (13 acres); zoning to the B3 Community Shopping District (39 acres); conditional use approval for an R4 Limited General Residence District PD Planned Development (13 acres); conditional use for a B3 Community Shopping District PD Planned Development (39 acres); conditional use approval for more than one principal building on a zoning lot and easement / air rights; and numerous variations of the Zoning, Subdivision and Sign Ordinances.

You and each of you are hereby notified that the Village of Lombard, County of Du Page, will consider annexation of the referenced property described below pursuant to the provisions of Chapter 65 ILCS 5/7-1-1 of the Illinois State Statutes at the following time and place:

DATE November 12, 1997

TIME 7:30 P.M.

LOCATION: Lombard Village Hall
255 E. Wilson Ave.
Lombard, IL 60148

A legal description and a location map of the property to be considered for annexation are attached. If there are any questions or comments regarding this annexation, please contact the Village of Lombard, Department of Community Development. (630-620-5749)



Lorraine G. Gerhardt, Village Clerk

10/27/97

Date

**NOTICE OF ANNEXATION OF PROPERTY INTO
THE VILLAGE OF LOMBARD**

TO: YORK TOWNSHIP
1502 S. Meyers Rd.
Lombard, IL 60148

Supervisor: Virginia Grane
Clerk: Jack S. O'Brien
Assessor: Sally L. Marack
Trustees: Paul Hinds
Clayton Moore
Robert A. Goldin, Sr.
Ronald J. Lundin

Highway Commissioner
Richard L. Schroeder
19W 475 Roosevelt Rd.
Lombard, IL 60148

Re: PC 97-28: 900 E. Butterfield Rd. (the Northwest Corner of Butterfield Road and Meyers Road), Fountain Square of Lombard, Ltd., a Delaware limited liability company, requests **annexation** into the Village of Lombard; approval of a Preliminary Plat of Subdivision; zoning to the R4 Limited General Residence District (13 acres); zoning to the B3 Community Shopping District (39 acres); conditional use approval for an R4 Limited General Residence District PD Planned Development (13 acres); conditional use for a B3 Community Shopping District PD Planned Development (39 acres); conditional use approval for more than one principal building on a zoning lot and easement / air rights; and numerous variations of the Zoning, Subdivision and Sign Ordinances.

You and each of you are hereby notified that the Village of Lombard, County of Du Page, will consider annexation of the referenced property pursuant to the provisions of Chapter 65 ILCS 5/7-1-1 of the Illinois State Statutes at the following time and place:

DATE: November 12, 1997
TIME: 7:30 P.M.
LOCATION: Lombard Village Hall
255 E. Wilson Avenue
Lombard, IL 60148

To: York Township Officials
Re: Annexation/PC 97-28
Page 2

A legal description and a location map of the property to be considered for annexation are attached. If there are any questions or comments regarding this annexation, please contact the Village of Lombard, Department of Community Development.



Lorraine G. Gerhardt, Village Clerk

Date 10/27/97

Ordinance No. 4422A

Re: PC 97-28

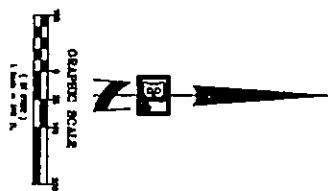
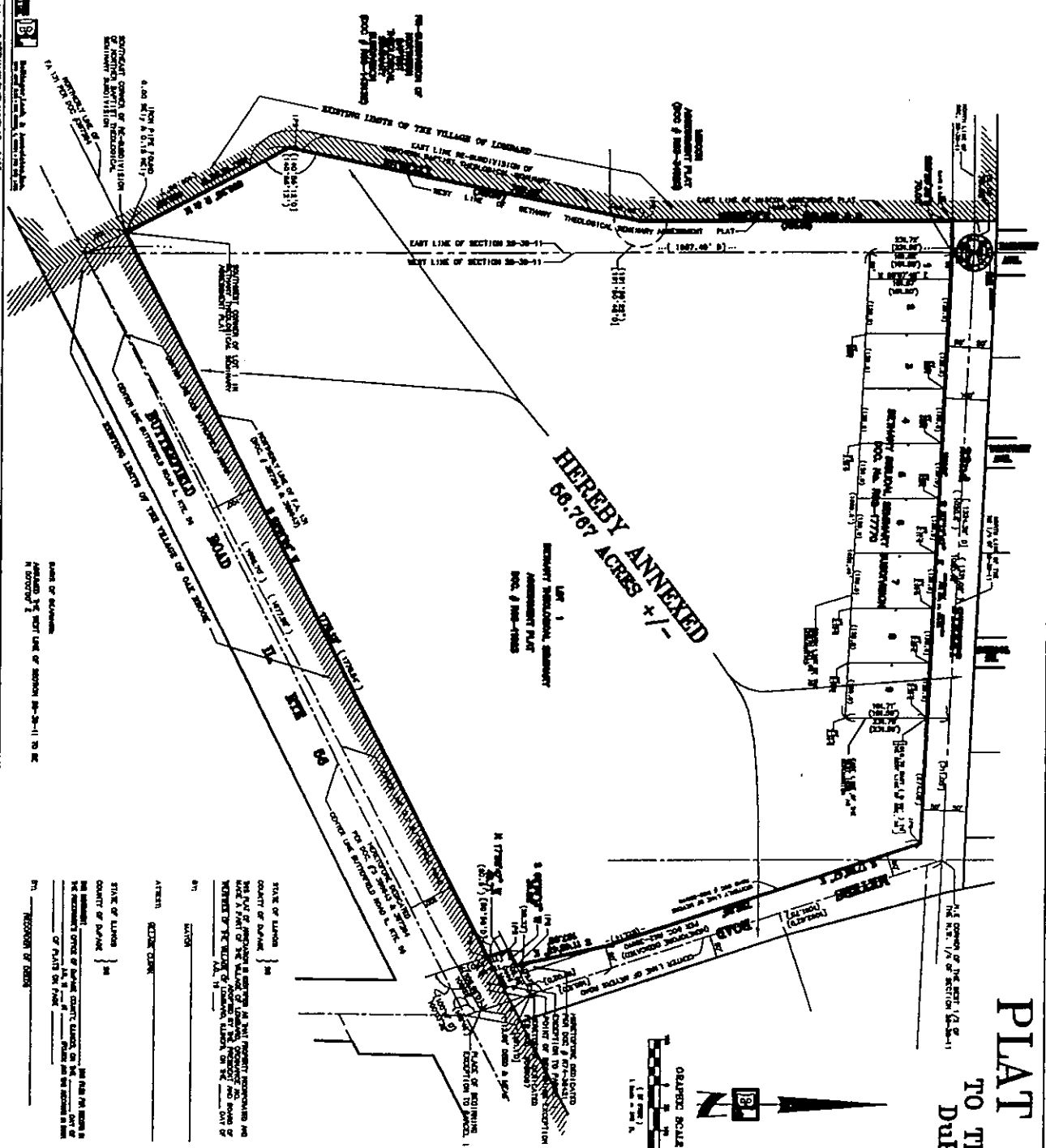
Page 6

EXHIBIT B

[PLAT OF ANNEXATION]

PLAT OF ANNEXATION TO THE VILLAGE OF LOMBARD DU PAGE COUNTY, ILLINOIS

PLAT NO. 10-20-100-200 3RD DIST
DU PAGE COUNTY, ILLINOIS



STATE OF ILLINOIS }
COUNTY OF DU PAGE } ss
I, _____, Clerk of said County, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in my office, and that the same is in conformity with the laws of this State.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at DuPage, Illinois, this _____ day of _____, A.D. 19____.

CLERK OF COUNTY

STATE OF ILLINOIS }
COUNTY OF DU PAGE } ss
I, _____, DuPage County Board of Supervisors, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in my office, and that the same is in conformity with the laws of this State.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at DuPage, Illinois, this _____ day of _____, A.D. 19____.

DU PAGE COUNTY BOARD OF SUPERVISORS

LEGAL DESCRIPTION

THE ANNEXED LAND IS DESCRIBED AS FOLLOWS: A certain parcel of land in DuPage County, Illinois, bounded on the north by the east line of Section 36-36-11, on the east by the east line of Section 36-36-11, on the south by the east line of Section 36-36-11, and on the west by the east line of Section 36-36-11, containing 66.767 acres, more or less.

OWNER

THE ANNEXED LAND IS OWNED BY _____, of the County of DuPage, Illinois, who is the owner of the same.

ADJACENT OWNERS

THE ANNEXED LAND IS ADJACENT TO THE FOLLOWING PARCELS OF LAND: _____, of the County of DuPage, Illinois, who is the owner of the same.

ADJACENT PLATS

THE ANNEXED LAND IS ADJACENT TO THE FOLLOWING ADJACENT PLATS: _____, of the County of DuPage, Illinois, who is the owner of the same.

ADJACENT PLAT POB # 100-10000

THE ANNEXED LAND IS ADJACENT TO THE FOLLOWING ADJACENT PLAT: _____, of the County of DuPage, Illinois, who is the owner of the same.

ADJACENT PLAT POB # 100-10000

THE ANNEXED LAND IS ADJACENT TO THE FOLLOWING ADJACENT PLAT: _____, of the County of DuPage, Illinois, who is the owner of the same.

ORDINANCE 4422B

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

(PC 97-28 Fountain Square Subdivision)

(See also Ordinance No.(s) 4421, 4422A, 4422C, 4422D & 4422E)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title XV, 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 R4 Limited General Residence District; and

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on November 12, November 24, and December 10, 1997 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendation 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 XV, 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 R4 Limited General Residence District.

SECTION 2: This ordinance is limited and restricted to the property generally located at the northwest corner of Butterfield Road and Meyers Road, Lombard, Illinois, and legally described as follows:

That Part of the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28, All in Township 39 North, Range 11 East of the Third Principal Meridian, Described as Follows:

Beginning at a Point at the Intersection of the West Line of Said Section 28 with the Southerly Line of 22nd Street as Dedicated per Document Number 968458, Said Southerly Line Being 50 Feet South Of, as Measured at Right Angles To, and Parallel With, the North Line of Said Section 28, Said Point of Beginning Being Also the Northwest Corner of Lot 1 in Bethany Biblical Seminary Subdivision, According to the Plat Thereof Recorded as Document Number R62-17770 in the Recorders Office of Dupage County, Illinois; Thence South 87 Degrees 12 Minutes 47 Seconds East along Said Southerly Line of 22nd Street, Being Also the Northerly Line of Lots 1 Through 9 in Said Bethany Biblical Seminary Subdivision, a Distance of 928.41 Feet; Thence South 01 Degrees 49 Minutes 21 Seconds West a Distance of 478.18 Feet; Thence Southwesterly along a Curve, Concave Southeasterly Having a Radius of 345.50 Feet, Having a Chord Bearing of South 81 Degrees 17 Minutes 30 Seconds West, for an Arc Distance of 120.52 Feet; Thence South 89 Degrees 42 Minutes 24 Seconds West a Distance of 778.64 Feet; Thence South 04 Degrees 22 Minutes 37 Seconds West a Distance of 307.22 Feet; Thence South 11 Degrees 48 Minutes 51 Seconds West a Distance of 32.54 Feet; Thence North 78 Degrees 11 Minutes 09 Seconds West a Distance of 94.07 Feet to a Point on the Westerly Line of Bethany Theological Seminary Assessment Plat, According to the Plat Thereof Recorded as Document Number R65-11923 in Said Recorders' Office of Dupage County, Illinois, Said Point Being Also on the Easterly Line of the Resubdivision of Northern Baptist Theological Seminary Subdivision According to the Plat Thereof Recorded as Document No. R89-143132 in Said Recorder's Office of Dupage County, Illinois; Thence North 11 Degrees 50 Minutes 22 Seconds East along Said Westerly Line of Bethany Theological Seminary Assessment Plat, Being Also Said Easterly Line of the Resubdivision of Northern Baptist Theological Seminary Subdivision and an Easterly Line of Midcon Assessment Plat, According to the Plat Thereof Recorded as Document Number R83-34520 in Said Recorders' Office of Dupage County, Illinois, a Distance of 181.52 Feet to an Angle Point in Said Westerly Line of Bethany Theological Seminary Assessment Plat, Being Also an Angle Point in Said Easterly Line of Midcon Assessment Plat, Said Point Being on a Line 70.00 Feet West Of, as Measured along the North Line Thereof, and Parallel With, the East Line of Said Section 29; Thence North 00 Degrees 00 Minutes 00 Seconds East along Said Parallel Line, Being Also Said Westerly Line of Bethany Theological Seminary Assessment Plat, Being Also Said Easterly Line of Midcon Assessment Plat, a Distance of 686.60 Feet to Said Southerly Line of 22nd Street; Thence South 89 Degrees 53 Minutes 38 Seconds East along Said Southerly Line of 22nd Street, Being a Line 50.00 Feet South Of, as Measured at Right Angles To,

and Parallel With, the North Line of Said Section 29, a Distance of 70.00 Feet to Said Point of Beginning, All in Dupage County, Illinois.

Said Parcel of Land Herein Described Contains 12.460 Acres, More or less.

Parcel Nos. 06-28-100-001 through -009 and 06-28-101-003

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 _____, 1998.

First reading waived by action of the Board of Trustees this 5th day of February, 1998.

Passed on second reading this 5th day of February, 1998.

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas, Gatz and Kufirin

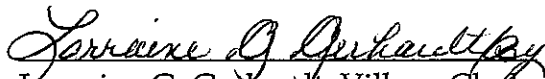
Nayes: None

Absent: None

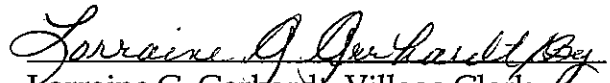
Approved this 5th day of February, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk
Barbara

Published by me in pamphlet form this 25th day of March, 1998.


Lorraine G. Gerhardt, Village Clerk
Barbara Johnson
Deputy Clerk

ORDINANCE 4422C

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

(PC 97-28 Fountain Square Subdivision)

(See also Ordinance No.(s) 4421, 4422A, 4422B, 4422D & 4422E)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title XV, 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 November 12, November 24, and December 10, 1997 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendation 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 XV, 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 the northwest corner of Butterfield Road and Meyers Road, Lombard, Illinois, and legally described as follows:

That Part of the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28 Township 39 North Range 11 East of the Third Principal Meridian, Described as Follows:

Commencing at a Point at the Intersection of the West Line of Said Section 28 with the Southerly Line of 22nd Street as Dedicated per Document No. 968458, Said Southerly Line Being 50 Feet South Of, as Measured at Right Angles To, and Parallel With, the North Line of Said Section 28, Said Point of Commencement Being Also the Northwest Corner of Lot 1 in Bethany Biblical Seminary Subdivision, According to the Plat Thereof Recorded as Document No. R62-17770 in the Recorder's Office of DuPage County, Illinois; Thence South 87 Degrees 12 Minutes 47 Seconds East along Said Southerly Line of 22nd Street, Being Also the Northerly Line of Lots 1 Through 9 in Said Bethany Biblical Seminary Subdivision, a Distance of 928.41 Feet to the Point of Beginning; Thence Continuing South 87 Degrees 12 Minutes 47 Seconds East along Said Northerly Line of Lots 1 Through 9 in Bethany Biblical Seminary Subdivision, and along a Northerly Line of Lot 1 in Bethany Theological Seminary Assessment Plat, According to the Plat Thereof Recorded as Document No. R65-11923, a Distance of 365.68 Feet to the Northeast Corner of Said Lot 1 in Bethany Theological Seminary Assessment Plat, Said Corner Being the Intersection of Said Southerly Line of 22nd Street with the Westerly Line of Meyers Road as Dedicated per Document No. R62-38610; Thence South 17 Degrees 58 Minutes 47 Seconds East along an Easterly Line of Said Lot 1 in Bethany Theological Seminary Assessment Plat, Being Also Said Westerly Line of Meyers Road, for a Distance of 728.86 Feet to an Angle Point in Said Westerly Line of Meyers Road; Thence South 11 Degrees 49 Minutes 43 Seconds East along the Westerly Line of That Property Conveyed to the State of Illinois in Document No. R74-38421 for Roadway Purposes a Distance of 197.90 Feet to the Northerly Line of That Property Conveyed and Dedicated to the State of Illinois for a Public Highway per Document No. 568067; Thence South 62 Degrees 59 Minutes 13 Seconds West along Said Northerly Line, a Distance of 36.85 Feet to the Northwest Corner of Said Property Conveyed and Dedicated per Document No. 568067; Thence South 17 Degrees 58 Minutes 47 Seconds East along the Westerly Line of Said Property Conveyed and Dedicated per Document No. 568087, a Distance of 46.71 Feet to the Northerly Line of Butterfield Road (F.a. 131) as Dedicated per Document No. 386643, Said Line Being Also the Southerly Line of Said Lot 1 in Bethany Theological Seminary Assessment Plat; Thence South 63 Degrees 01 Minutes 04 Seconds West along Said Southerly Line of Lot 1, Being Also Said Northerly Line of Butterfield Road, a Distance of 1779.13 Feet to the Southwest Corner of Said Lot 1, Being Also the Southeast Corner of the Re-subdivision of Northern Baptist

Theological Seminary Subdivision According to the Plat Thereof Recorded as Document No. R89-143132; Thence the Following Two (2) Courses and Distances along the Westerly Limits of Said Lot 1 in Bethany Theological Seminary Assessment Plat, Being Also the Easterly Limits of Said Re-subdivision of Northern Baptist Theological Seminary Subdivision: 1) North 27 Degrees 13 Minutes 58 Seconds West a Distance of 406.05 Feet; (2) Thence North 11 Degrees 50 Minutes 22 Seconds East, a Distance of 605.98 Feet; Thence South 78 Degrees 11 Minutes 09 Seconds East, a Distance of 94.07 Feet; Thence North 11 Degrees 48 Minutes 51 Seconds East, a Distance of 32.54 Feet; Thence North 04 Degrees 22 Minutes 37 Seconds East, a Distance of 307.22 Feet; Thence North 89 Degrees 42 Minutes 24 Seconds East, a Distance of 778.64 Feet; Thence Northeasterly along a Curve, Concave Southeasterly, Having a Radius of 345.50 Feet, Having a Chord Bearing of North 81 Degrees 17 Minutes 30 Seconds East, for an Arc Distance of 120.52 Feet; Thence North 01 Degrees 49 Minutes 21 Seconds East, a Distance of 478.18 Feet to Said Point of Beginning, in DuPage County, Illinois.

Said Parcel of Land Herein Described Contains 38.591 Acres, More or less.

Parcel Nos. 06-28-100-009 and 06-28-101-003

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 _____, 1998.

First reading waived by action of the Board of Trustees this 5th day of February, 1998.

Passed on second reading this 5th day of February, 1998.

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas, Gatz & Kufrin

Nayes: None

Absent: None

Ordinance No. 4422C

Re: PC 97-28

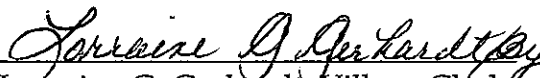
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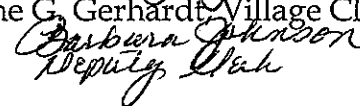
Approved this 5th day of February, 1998.



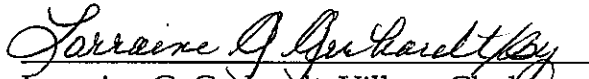
William J. Mueller, Village President

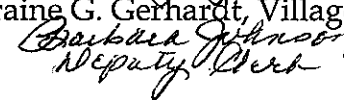
ATTEST:



Lorraine G. Gerhardt, Village Clerk

Barbara Johnson
Deputy Clerk

Published by me in pamphlet form this 25th day of March,
1998.



Lorraine G. Gerhardt, Village Clerk

Barbara Johnson
Deputy Clerk

ORDINANCE NO. 4422D
**AN ORDINANCE GRANTING A CONDITIONAL USE FOR A
PLANNED DEVELOPMENT PURSUANT TO
LOMBARD ZONING ORDINANCE NO. 3274
GRANTING A CONDITIONAL USE TO ALLOW
MORE THAN ONE PRINCIPAL BUILDING ON A LOT,
AND GRANTING VARIATIONS FROM
THE LOMBARD ZONING ORDINANCE, SUBDIVISION AND
DEVELOPMENT ORDINANCE AND SIGN ORDINANCE**

(PC 97-28: Fountain Square Subdivision)

(See also Ordinance No.(s) 4421, 4422A, 4422B, 4422C & 4422E)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Ordinance No. 3274; and,

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

WHEREAS, an application has heretofore been filed requesting approval of (1) a Conditional Use for a Planned Development to provide for the construction of a 6 lot planned development commonly referred to as Fountain Square of Lombard, (2) a conditional use to allow more than one principal building on a lot, and (3) variations from the Lombard Zoning Ordinance (Title 155 of the Village Code), Subdivision and Development Ordinance (Title 154 of the Village Code) and Sign Ordinance (Title 153 of the Village Code), all on the property described in Section 2 below; and,

WHEREAS, public hearings on such application have been conducted by the Village of Lombard Plan Commission on November 12, November 24, and December 10, 1997 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 for a Planned Development, Conditional Use to allow more than one principal building on a lot and variations 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; and

WHEREAS, the President and Board of Trustees of the Village of Lombard have reviewed the request and find it would be in the best interest of the Village to grant said

Conditional Use for a Planned Development subject to the terms and conditions established by this ordinance.

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 a Conditional Use for a Planned Development is hereby granted for the property described in Section 2 below and pursuant to the Lombard Zoning Ordinance, No. 3274, Section 5, Planned Developments, to provide for the construction of Fountain Square of Lombard.

SECTION 2: That this ordinance is limited and restricted to the property generally located at the northwest corner of Butterfield Road and Meyers Road, Lombard, Illinois, and legally described as follows:

That Part of the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28 Township 39 North Range 11 East of the Third Principal Meridian, Described as Follows:

Commencing at a Point at the Intersection of the West Line of Said Section 28 with the Southerly Line of 22nd Street as Dedicated per Document No. 968458, Said Southerly Line Being 50 Feet South Of, as Measured at Right Angles To, and Parallel With, the North Line of Said Section 28, Said Point of Commencement Being Also the Northwest Corner of Lot 1 in Bethany Biblical Seminary Subdivision, According to the Plat Thereof Recorded as Document No. R62-17770 in the Recorder's Office of DuPage County, Illinois; Thence South 87 Degrees 12 Minutes 47 Seconds East along Said Southerly Line of 22nd Street, Being Also the Northerly Line of Lots 1 Through 9 in Said Bethany Biblical Seminary Subdivision, a Distance of 928.41 Feet to the Point of Beginning; Thence Continuing South 87 Degrees 12 Minutes 47 Seconds East along Said Northerly Line of Lots 1 Through 9 in Bethany Biblical Seminary Subdivision, and along a Northerly Line of Lot 1 in Bethany Theological Seminary Assessment Plat, According to the Plat Thereof Recorded as Document No. R65-11923, a Distance of 365.68 Feet to the Northeast Corner of Said Lot 1 in Bethany Theological Seminary Assessment Plat, Said Corner Being the Intersection of Said Southerly Line of 22nd Street with the Westerly Line of Meyers Road as Dedicated per Document No. R62-38610; Thence South 17 Degrees 58 Minutes 47 Seconds East along an Easterly Line of Said Lot 1 in Bethany Theological Seminary Assessment Plat, Being Also Said Westerly Line of Meyers Road, for a Distance of 728.86 Feet to an Angle Point in Said Westerly Line of Meyers Road; Thence South 11

Degrees 49 Minutes 43 Seconds East along the Westerly Line of That Property Conveyed to the State of Illinois in Document No. R74-38421 for Roadway Purposes a Distance of 197.90 Feet to the Northerly Line of That Property Conveyed and Dedicated to the State of Illinois for a Public Highway per Document No. 568067; Thence South 62 Degrees 59 Minutes 13 Seconds West along Said Northerly Line, a Distance of 36.85 Feet to the Northwest Corner of Said Property Conveyed and Dedicated per Document No. 568067; Thence South 17 Degrees 58 Minutes 47 Seconds East along the Westerly Line of Said Property Conveyed and Dedicated per Document No. 568087, a Distance of 46.71 Feet to the Northerly Line of Butterfield Road (F.a. 131) as Dedicated per Document No. 386643, Said Line Being Also the Southerly Line of Said Lot 1 in Bethany Theological Seminary Assessment Plat; Thence South 63 Degrees 01 Minutes 04 Seconds West along Said Southerly Line of Lot 1, Being Also Said Northerly Line of Butterfield Road, a Distance of 1779.13 Feet to the Southwest Corner of Said Lot 1, Being Also the Southeast Corner of the Re-subdivision of Northern Baptist Theological Seminary Subdivision According to the Plat Thereof Recorded as Document No. R89-143132; Thence the Following Two (2) Courses and Distances along the Westerly Limits of Said Lot 1 in Bethany Theological Seminary Assessment Plat, Being Also the Easterly Limits of Said Re-subdivision of Northern Baptist Theological Seminary Subdivision: 1) North 27 Degrees 13 Minutes 58 Seconds West a Distance of 406.05 Feet; (2) Thence North 11 Degrees 50 Minutes 22 Seconds East, a Distance of 605.98 Feet; Thence South 78 Degrees 11 Minutes 09 Seconds East, a Distance of 94.07 Feet; Thence North 11 Degrees 48 Minutes 51 Seconds East, a Distance of 32.54 Feet; Thence North 04 Degrees 22 Minutes 37 Seconds East, a Distance of 307.22 Feet; Thence North 89 Degrees 42 Minutes 24 Seconds East, a Distance of 778.64 Feet; Thence Northeasterly along a Curve, Concave Southeasterly, Having a Radius of 345.50 Feet, Having a Chord Bearing of North 81 Degrees 17 Minutes 30 Seconds East, for an Arc Distance of 120.52 Feet; Thence North 01 Degrees 49 Minutes 21 Seconds East, a Distance of 478.18 Feet to Said Point of Beginning, in DuPage County, Illinois.

Said Parcel of Land Herein Described Contains 38.591 Acres, More or less.

Parcel Nos. 06-28-100-009 and 06-28-101-003

SECTION 3: This ordinance shall be granted subject to compliance with the following conditions:

A. The subject property shall be developed in accordance with the terms and conditions of an Annexation Agreement and a B3 Development Agreement, the execution of which has been authorized by Ordinance No. 4421 adopted February 5, 1998.

B. The subject property shall be developed in accordance with the Final Plat of Subdivision prepared by Bollinger, Lach & Associates, Inc. dated March 20, 1998, most recently revised March 20, 1998, and the Final Engineering Plans prepared by Bollinger, Lach & Associates, Inc. dated November 11, 1997, most recently revised March 20, 1998, all as amended and approved by the President and Board of Trustees.

C. The subject property shall be developed in conformance with the plans incorporated as exhibits into the aforesaid B3 Development Agreement, except as modified by the terms and conditions of that Agreement or this Ordinance.

D. Any major deviation from the approved Final Engineering Plans shall require a Planned Development amendment.

E. Pursuant to the terms of the Annexation Agreement and the B3 Development Agreement regarding improvements to be constructed by the Village as part of a Special Assessment Area, 22nd Street adjacent to the subject property shall be fully improved, utility mains shall be stubbed for future users along the adjacent north side of 22nd Street, and non-mountable pork chop barriers shall be placed at the intersection of 22nd Street with School, Fairview and Westview Streets pursuant to a design approved by the Village.

F. The sight triangle(s) shall be represented on all final plans and no deviations are permitted.

G. No parking allowed within five feet (5') of the utility line.

H. Prior to the issuance of a certificate of occupancy, all necessary access to public roads from private streets and parking areas shall be substantially completed.

I. The Village of Lombard shall not be held responsible for restoration of landscaping, parking areas, or drive aisles where an easement is provided to the Village.

J. The roadway improvements planned for Meyers Road, as set forth in the traffic study prepared by Metro Transportation Group and submitted to the Village by the petitioner, shall be completed. In the event DuPage County has not funded or constructed said improvements in 1999, then, in accordance with the Annexation Agreement and the Development Agreements incorporated therein, the property owner(s) shall be responsible for said improvements and shall cause them to be constructed no later than the year 2000. At the property owner(s)' election, the Village of Lombard will construct said improvements as a Special Assessment Area project assessable solely against the Fountain Square properties (Lots 1 through 7).

K. Subject to the review and approval of the Director of Community Development, where able the developer shall provide islands within Fountain Square Drive.

L. No building or parking area shall be established any closer than 20 feet from Fountain Square Drive.

M. Emergency vehicle access to Northern Baptist Theological Seminary, at its current location, shall be provided by way of an easement from Lot 7. In the event that an alternative emergency access for the current Northern Baptist Theological Seminary property is secured which meets the approval of the Director of Community Development, the Village will relinquish the easement.

N. Notwithstanding any plans referenced in this Ordinance or the B3 Development Agreement, the developer shall provide sidewalks along the west side of Meyers Road, the north side of Butterfield Road adjacent to the property and along both sides of Fountain Square Drive, as follows:

- 5' sidewalk on the north side of 22nd Street
- 8' pedway on south side of 22nd Street
- 5' sidewalk on west side of Meyers Road
- No sidewalk on east side of Meyers Road
- 5' sidewalk on north side of Buterfield Road
- No sidewalk on south side of ButterfieldRoad
- 5' sidewalk on west side of Fountain Square Drive
- 5' sidewalk on east side of Fountain Square Drive from Meyers Road to the retention ponds

5' sidewalk/walkway along west boundary of Lot 1 to Lot 6

O. Prior to July 20, 1998 the developer shall submit a Landscape Plan for Lot 4 showing landscape improvements from the high water mark to the lot boundary for Plan Commission review and approval.

P. All submissions for site plan review by the Plan Commission shall include an isometric drawing of a view from the 12th story of the closest Oakbrook Towers building looking at the roof top of the building submitted as part of the site plan review process.

Q. Weather permitting, no later than 6 months following completion of mass grading, any Site which is not under construction pursuant to permits issued by the Village shall be seeded and thereafter maintained in a slightly condition as turf until construction commences.

SECTION 4: A conditional use is granted to allow more than one principal building on each of Lots 2, 5, 6 and 7 and to allow more than one principal building to utilize easements and/or air rights over Lot 4 of Fountain Square Subdivision.

SECTION 5: The following variations are hereby granted as further conditions to the grant of a conditional use for a Planned Development:

A. That a variation be and hereby is granted to Section 155.508.B.3 of the Village Code to allow (a) multi-family uses on Lot 2 to exceed 40% of the floor area of the Planned Development, and (b) to exempt from the 40% site area and floor area limits on use exceptions all uses which the B-3 Development Agreement allows as a permitted use.

B. That a variation be and hereby is granted to Section 155.508.C.6.b of the Village Code to allow transitional landscape yards to be reduced or eliminated where all or part of such a transitional landscape yard is provided on Lot 1 of Fountain Square Subdivision or where the use on Lot 2 is a residential use.

C. That a variation be and hereby is granted to Section 154.306.D.3 of the Village Code to allow an 8 foot asphalt pedway along the south side of 22nd Street adjacent to the property in lieu of a 5 foot sidewalk.

D. That a variation be and hereby is granted to Section 154.410.A of the Village Code to allow existing overhead utilities to remain in the event that burial of same presents practical difficulties.

E. That a variation be and hereby is granted to Section 154.506.D of the Village Code to allow Lot 5 and 6 to front on Fountain Square Drive and to allow future lots created by further division of Lots 2, 5, 6 and 7 without frontage on a public street so long as adequate vehicular access to a public street is assured.

F. That a variation be and hereby is granted to Section 154.507.A and B of the Village Code to allow that Lots 3 and 4 need not be conveyed to the Lot 1 owners and, if Lot 2 does not develop with a vehicular access to/from Lot 3, to the Lot 2 owners; to further allow that ownership need not be in equal interests, but may vary depending on an owner's acreage or such other factor or factors as the Village may approve.

G. That a variation be and hereby is granted to Section 154.507.E of the Village Code to allow Lot 4 in the shape and location shown on the Final Plan of Planned Development.

H. That a variation be and hereby is granted to Section 154.602.D.3.e, f and g of the Village Code to allow permits for grading and foundation work to be issued prior to the completion of the water distribution system, sanitary sewer system and public right-of-way improvements and that other building permits may issue subject to the approval of the appropriate Village officials, all under the terms and conditions set forth in the B3 Development Agreement.

I. That a variation be and hereby is granted to Section 155.103.C.10 of the Village Code to eliminate the automatic 12 month revocation period for variations if work is not substantially under way within that time.

J. That a variation be and hereby is granted to Section 155.103.F.11 of the Village Code to eliminate the 18 month expiration of conditional uses if work is not substantially under way within that time.

K. That a variation be and hereby is granted to Section 155.103.I of the Village Code to modify the site plan review process in the manner set forth in the B3 Development Agreement.

L. That a variation be and hereby is granted to Section 155.206.A.4 of the Village Code to allow three roof-mounted antennae dishes per "Site" as defined in the B3 Development Agreement.

M. That a variation be and hereby is granted to Section 155.215 of the Village Code to allow for the development of air rights over Lot 4 as a permitted use, subject to site plan approval.

N. That a variation be and hereby is granted to Section 155.414.B and C of the Village Code to modify the list of permitted and conditional uses and to prohibit certain otherwise allowed uses, all as set forth in the B3 Use List which is an exhibit to the B3 Development Agreement.

O. That a variation be and hereby is granted to Section 155.414.F of the Village Code to eliminate yard requirements where yards will not be at the perimeter of the subject property, subject to the terms and conditions of the B3 Development Agreement; to further allow that no yard need be provided abutting Lot 4 and that for any Lot or Site which does not front either on a public street or on Lot 3, the front yard shall be no less than 15 feet, with the front yard being that yard most oriented to Lot 3.

P. That a variation be and hereby is granted to Section 155.414.G of the Village Code to allow buildings in excess of two stories provided that (1) no building shall exceed 100 feet in height and (2) for all non-residential buildings, every foot of height above 30 feet shall require an additional 1 foot of building setback from a residential lot line, Meyers Road, Butterfield Road, and 22nd Street.

Q. That a variation be and hereby is granted to Section 155.414.H of the Village Code to eliminate the 10% open space requirement per Lot provided that the overall percentage of open space in the Planned Development is no less than 30%, with pond surfaces counted as open space.

R. That a variation be and hereby is granted to Section 155.414.I.2 of the Village Code to allow restaurant uses to conduct a portion of their business in open air or partially enclosed areas as a permitted use, subject to site plan approval.

S. That a variation be and hereby is granted to Sections 155.414.K, 155.707.A.4 and 155.508.C.6.b of the Village Code to allow the transitional

landscape yard between a B3 property and residential property to be provided in whole or in part on Lot 1 of Fountain Square Subdivision and to eliminate the transitional landscape yard requirement with respect to Lot 2's common boundary with Lot 1 if Lot 2 is developed with multi-family residential uses.

T. That a variation be and hereby is granted to Sections 155.503 and 155.507 of the Village Code to modify the Planned Development submittal requirements to allow the submittal to be modified to require only (1) identification of buildable areas, and (2) other documents required by the Director of Community Development, all subject to the terms and conditions set forth in the B3 Development Agreement and with the requirement that all development be subject to a site plan approval process within the identified buildable areas.

U. That a variation be and hereby is granted to Section 155.506 of the Village Code to allow the uninterrupted progress of demolition and excavation/fill work being conducted, under preannexation permits issued by DuPage County, prior to the recording of the Final Plan of Planned Development.

V. That a variation be and hereby is granted to Section 155.602.A.3, 4 and 7 of the Village Code to allow shared parking as a permitted use for Lot 2, to utilize shared parking on Lot 1 if Lot 2 is developed with multi-family uses, subject to site plan approval for Lot 2 and the terms and conditions of the B3 Development and the R4 Development Agreement. To further permit, as a permitted use, Lots or Sites within the subject property to utilize off-site and/or shared parking with other Lots or Sites within the subject property, subject to site plan approval and the terms and conditions of the B3 Development Agreement.

W. That a variation be and hereby is granted to Section 155.602.A.5 of the Village Code to allow parking spaces abutting Lot 4 to be no less than 16-1/2 feet if there will be an overhang onto Lot 4 which does not interfere with the growth of any required plantings, subject to site plan approval.

X. That a variation be and hereby is granted to Sections 155.706.C and 155.709 of the Village Code to except from the requirements that lot perimeters and perimeter parking lots provide a minimum of 5 feet of landscaped area, subject to site plan approval: areas of shared parking at the perimeter of Lots or Sites; areas of intersecting or shared drive aisles

or intersecting walks; areas at Lot 4 lot lines; areas adjacent to a transitional landscape yard provided as per the B3 and R4 Development Agreements; and areas at the border of Lot 2 with Lot 1 if Lot 1 is developed with multifamily uses which share parking or drive aisles with Lot 1

Y. That a variation be and hereby is granted to Section 153.208.A.1 of the Village Code to allow that signs may be legible either from the nearest right-of-way or the nearest private street, whichever is closer.

Z. That a variation be and hereby is granted to Section 153.225 of the Village Code to allow common signage identifying Fountain Square of Lombard to be located within easements on individual Lots or Sites as shown on the Final Plan of Planned Development, for the benefit of the entire development.

AA. That a variation be and hereby is granted to Section 153.233.D of the Village Code to allow the easterly identification sign on the Butterfield Road frontage to have 288 square feet of sign surface area.

BB. That annexation be and hereby is granted to Section 153.505.B.5.b(1) of the Village Code to allow a Subdivision Identification Sign on Lot 2, if Lot 2 is developed for multifamily use, subject to site plan approval for Lot 2 and subject to there being no deviation in the allowable sign surface area.

CC. That a variation be and hereby is granted to Section 153.505.B.5.e of the Village Code to allow the proposed Shopping Center Identification Sign on Lot 2 shown as Sign B on Sheet L-5, B-3 Signage Plan, of the approved plans and, if Lot 2 is developed with multifamily structures, the aforesaid Subdivision Identification Sign at the northeast corner of Lot 2.

DD. That a variation be and hereby is granted to Section 153.602 of the Village Code definitions of "frontage," "frontage, building" and "sign, shopping center identification," to allow references to "frontage" or "building frontage" to include frontage on a private street established within the subject property and to allow Fountain Square of Lombard to qualify for shopping center identification signage.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Ordinance No. 4422D

Re: PC 97-28

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Passed on first reading this _____ day of _____, 1998.

First reading waived by action of the Board of Trustees this 5th day of
February, 1998.

Passed on second reading this 5th day of February, 1998.

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas, Gatz and Kufrin


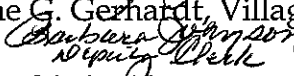
Nayes: None

Absent: None

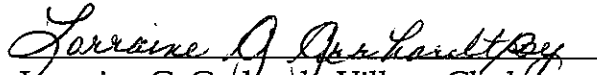
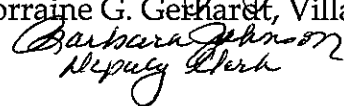
Approved this 5th day of February, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

Barbara Johnson
Deputy Clerk

Published by me in pamphlet form this 25th day of February,
1998.


Lorraine G. Gerhardt, Village Clerk

Barbara Johnson
Deputy Clerk

ORDINANCE NO. 4422E
**AN ORDINANCE GRANTING A CONDITIONAL USE FOR A
PLANNED DEVELOPMENT PURSUANT TO
LOMBARD ZONING ORDINANCE NO. 3274
AND GRANTING VARIATIONS FROM
THE LOMBARD ZONING ORDINANCE, SUBDIVISION
AND DEVELOPMENT ORDINANCE AND SIGN ORDINANCE**

(PC 97-28: Fountain Square Subdivision)

(See also Ordinance No.(s) 4421, 4422A, 4422B, 4422C, and 4422D)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Ordinance No. 3274; and,

WHEREAS, the subject property is zoned R4 Limited General Residence District; and,

WHEREAS, an application has heretofore been filed requesting approval of a Conditional Use for a Planned Development to provide for the construction of a maximum 270 dwelling unit condominium residence development commonly referred to as Fountain Square of Lombard Condominiums, and variations from the Lombard Zoning Ordinance (Title 155 of the Village Code), Subdivision and Development Ordinance (Title 154 of the Village Code) and Sign Ordinance (Title 153 of the Village Code) on the property described in Section 2 below; and,

WHEREAS, public hearings on such application have been conducted by the Village of Lombard Plan Commission on November 12, November 24, and December 10, 1997 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 for a Planned Development and variations 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; and

WHEREAS, the President and Board of Trustees of the Village of Lombard have reviewed the request and find it would be in the best interest of the Village to grant said Conditional Use Planned Development subject to the terms and conditions established by this ordinance.

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 a Conditional Use Planned Development is hereby granted for the property described in Section 2 below and pursuant to the Lombard Zoning Ordinance, No. 3274, Section 5, Planned Developments, to provide for the construction of Fountain Square of Lombard Condominiums.

SECTION 2: That this ordinance is limited and restricted to the property generally located south of 22nd Street and West of Meyers Road, Lombard, Illinois, and legally described as follows:

That Part of the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28, All in Township 39 North, Range 11 East of the Third Principal Meridian, Described as Follows:

Beginning at a Point at the Intersection of the West Line of Said Section 28 with the Southerly Line of 22nd Street as Dedicated per Document Number 968458, Said Southerly Line Being 50 Feet South Of, as Measured at Rights Angles To, and Parallel With, the North Line of Said Section 28, Said Point of Beginning Being Also the Northwest Corner of Lot 1 in Bethany Biblical Seminary Subdivision, According to the Plat Thereof Recorded as Document Number R62-17770 in the Recorders Office of DuPage County, Illinois; Thence South 87 Degrees 12 Minutes 47 Seconds East along Said Southerly Line of 22nd Street, Being Also the Northerly Line of Lots 1 Through 9 in Said Bethany Biblical Seminary Subdivision, a Distance of 928.41 Feet; Thence South 01 Degrees 49 Minutes 21 Seconds West a Distance of 478.18 Feet; Thence Southwesterly along a Curve, Concave Southeasterly Having a Radius of 345.50 Feet, Having a Chord Bearing of South 81 Degrees 17 Minutes 30 Seconds West, for an Arc Distance of 120.52 Feet; Thence South 89 Degrees 42 Minutes 24 Seconds West a Distance of 778.64 Feet; Thence South 04 Degrees 22 Minutes 37 Seconds West a Distance of 307.22 Feet; Thence South 11 Degrees 48 Minutes 51 Seconds West a Distance of 32.54 Feet; Thence North 78 Degrees 11 Minutes 09 Seconds West a Distance of 94.07 Feet to a Point on the Westerly Line of Bethany Theological Seminary Assessment Plat, According to the Plat Thereof Recorded as Document Number R65-11923 in Said Recorders' Office of DuPage County, Illinois, Said Point Being Also on the Easterly Line of the Resubdivision of Northern Baptist Theological Seminary Subdivision According to the Plat Thereof Recorded as Document No. R89-143132 in Said Recorder's Office of DuPage County, Illinois; Thence North 11 Degrees 50 Minutes 22 Seconds East along Said Westerly Line of Bethany Theological Seminary Assessment Plat, Being Also Said Easterly Line of the

Resubdivision of Northern Baptist Theological Seminary Subdivision and an Easterly Line of Midcon Assessment Plat, According to the Plat Thereof Recorded as Document Number R83-34520 in Said Recorders' Office of DuPage County, Illinois, a Distance of 181.52 Feet to an Angle Point in Said Westerly Line of Bethany Theological Seminary Assessment Plat, Being Also an Angle Point in Said Easterly Line of Midcon Assessment Plat, Said Point Being on a Line 70.00 Feet West Of, as Measured along the North Line Thereof, and Parallel With, the East Line of Said Section 29; Thence North 00 Degrees 00 Minutes 00 Seconds East along Said Parallel Line, Being Also Said Westerly Line of Bethany Theological Seminary Assessment Plat, Being Also Said Easterly Line of Midcon Assessment Plat, a Distance of 686.60 Feet to Said Southerly Line of 22nd Street; Thence South 89 Degrees 53 Minutes 38 Seconds East along Said Southerly Line of 22nd Street, Being a Line 50.00 Feet South Of, as Measured at Right Angles To, and Parallel With, the North Line of Said Section 29, a Distance of 70.00 Feet to Said Point of Beginning, All in DuPage County, Illinois.

Said Parcel of Land Herein Described Contains 12.460 Acres, More or less.

Parcel Nos. 06-28-100-001 through -009 and 06-28-101-003

SECTION 3: This ordinance shall be granted subject to compliance with the following conditions:

A. The subject property shall be developed in accordance with the terms and conditions of an Annexation Agreement and an R4 Development Agreement, the execution of which has been authorized by Ordinance No. 4421 adopted February 5, 1998.

B. The subject property shall be developed in accordance with the Final Plat of Subdivision prepared by Bollinger, Lach & Associates, Inc. dated March 20, 1998, most recently revised March 20, 1998, and the Final Engineering Plans prepared by Bollinger, Lach & Associates, Inc. dated November 11, 1997, most recently revised March 20, 1998, all as amended and approved by the President and Board of Trustees.

C. The subject property shall be developed in substantial compliance with the preliminary plans incorporated as exhibits into the aforesaid R4 Development Agreement, except as modified by the terms and conditions of that Agreement or this Ordinance.

D. Any major deviation from the approved Final Engineering Plans shall require a Planned Development amendment.

E. Pursuant to the terms of the Annexation Agreement and the R4 Development Agreement regarding improvements to be constructed by the Village as part of a Special Assessment Area, 22nd Street adjacent to the subject property shall be fully improved, utility mains shall be stubbed for future users along the adjacent north side of 22nd Street, and non-mountable pork chop barriers shall be placed at the intersection of 22nd Street with School, Fairview and Westview Streets pursuant to a design approved by the Village.

F. A Final Plan of Planned Development shall be submitted for review and approval by the Village which shall be in substantial conformance with the Preliminary Plan of Planned Development and which shall incorporate the site design modifications referenced in this Ordinance.

G. The landscape islands shown in the front (north) parking lots shall be eliminated in order to allow fire truck access.

H. The southwest corner area drive aisle and parking lot shall be reconfigured so as to provide fire truck access.

I. A mountable pork chop island shall be provided at the emergency (west) access drive and the gate at that drive shall be removed or set back so as to allow fire truck access to the property without obstructing 22nd Street traffic.

J. The sight triangle(s) shall be represented on all final plans and no deviations are permitted.

K. No parking allowed within five feet (5') of the utility line.

L. Prior to the issuance of a certificate of occupancy, all necessary access to public roads from private streets and parking areas shall be substantially completed.

M. The Village of Lombard shall not be held responsible for restoration of landscaping, parking areas, or drive aisles where an easement is provided to the Village.

N. Prior to any installation of gates or other restrictions to vehicular access at the vehicular access drives, plans shall be submitted for site plan approval by the Plan Commission.

O. The roadway improvements planned for Meyers Road, as set forth in the traffic study prepared by Metro Transportation Group and submitted to the Village by the petitioner, shall be completed. In the event DuPage County has not funded or constructed said improvements in 1999, then, in accordance with the Annexation Agreement and the Development Agreements incorporated therein, the property owner(s) shall be responsible for said improvements and shall cause them to be constructed no later than the year 2000. At the property owner(s)' election, the Village of Lombard will construct said improvements as a Special Assessment Area project assessable solely against the Fountain Square properties (Lots 1 through 7).

SECTION 4: The following variations from the Village Code are hereby granted as further conditions to the grant of a Conditional Use for a Planned Development:

A. Subject to further review of specific plans as part of the final plan of Planned Development approval process, a variation be and is hereby granted to Section 153.231 of the Village Code to allow, at the main vehicular access drive, two single-faced signs, each with a sign surface area not to exceed 32 square feet.

B. That a variation be and hereby is granted to Section 153.306.D.3 of the Village Code to allow an 8 foot wide asphalt pedway to be substituted for the required 5 foot sidewalk along the south side of 22nd Street.

C. That a variation be and hereby is granted to Section 154.602.D.3.e, f and g of the Village Code to allow permits for grading and foundation work to be issued prior to the completion of the water distribution system, sanitary sewer system, and public right-of-way improvements and that other building permits may issue subject to the approvals of the appropriate Village officials, all in accordance with the terms and conditions set forth in the R4 Development Agreement.

D. That a variation be and hereby is granted to Section 155.206.A.4 of the Village Code to allow no more than three roof-mounted antennae dishes per principal building.

E. That a variation be and hereby is granted to Section 155.408.D.4 of the Village Code to allow no more than 270 dwelling units on the property (21.7 dwelling units per acre).

F. That a variation be and hereby is granted to Section 155.408.G.2 of the Village Code to allow the two proposed southerly buildings to have 5 stories provided they do not exceed 50 feet in height.

G. That a variation be and hereby is granted to Section 155.506 of the Village Code to allow the uninterrupted progress of demolition and excavation/fill work being conducted on the subject property, under preannexation permits issued by DuPage County, prior to the recording of the Final Plan of Planned Development.

H. That a variation be and hereby is granted to Section 155.602.A.3, 4 and 7 of the Village Code to allow shared parking between the subject property and Lot 2 of Fountain Square Subdivision if Lot 2 is developed with multifamily uses, subject to site plan approval for Lot 2 and the terms and conditions of the B3 Development Agreement pertaining to Lot 2.

I. That a variation be and hereby is granted to Sections 155.706.C and 155.709 of the Village Code requiring landscaped areas at lot perimeters and perimeter parking lots to except areas of shared parking or shared drive aisles at the border of the subject property and Lot 2, if Lot 2 is developed for multifamily use, subject to site plan approval for Lot 2.

SECTION 5: 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 _____, 1998.

First reading waived by action of the Board of Trustees this 5th day of February, 1998.

Passed on second reading this 5th day of February, 1998.

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas, Gatz and Kufrin

Nayes: None

Absent: None

Approved this 5th day of February, 1998.


William J. Mueller, Village President

Ordinance No. 4422E

Re: 97-28

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ATTEST:

Lorraine G. Gerhardt
Lorraine G. Gerhardt, Village Clerk
Barbara Johnson Deputy Clerk

Published by me in pamphlet form this 25th day of March
1998.

Lorraine G. Gerhardt
Lorraine G. Gerhardt, Village Clerk
Barbara Johnson
Deputy Clerk

ANNEXATION AGREEMENT

**An Agreement Relating To The
Annexation, Subdivision and Zoning of
Fountain Square Subdivision, Lombard, Illinois**

Dated _____, 1998

This Instrument Prepared By:

**Robert J. Pugliese
Lord, Bissell & Brook
115 S. LaSalle Street
Chicago, IL 60603**

After Recording Return To:

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

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Exhibit I B-3 Development Agreement

Exhibit J Assignment and Assumption Agreement

ANNEXATION AGREEMENT

THIS AGREEMENT (hereinafter referred to as "this Agreement") made and entered into this _____ day of _____, 199____, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); Bethany Theological Seminary, an Illinois not for profit corporation (hereinafter referred to as "Owner"); and Fountain Square of Lombard, LLC, a Delaware limited liability company (hereinafter referred to as "Developer");

W I T N E S S E T H:

WHEREAS, Owner is the record owner of the property legally described in Exhibit A, attached hereto and made a part hereof (hereinafter sometimes referred to as the "Subject Property"); and

WHEREAS, Owner and Developer have proposed a seven lot subdivision of the Subject Property as shown on Exhibit F attached hereto and made a part hereof and for convenient reference portions of the Subject Property may hereafter be referred to variously as proposed Lots 1 through 7, all of which collectively constitute the Subject Property; and

WHEREAS, Developer seeks to facilitate the development of the Subject Property; and

WHEREAS, the Subject Property does not lie within the corporate limits of any municipality in Illinois and is adjacent to and contiguous to the existing corporate boundaries of the Village; and

WHEREAS, the Village desires to annex the Subject Property and Owner and Developer desire to have the Subject Property annexed to the Village and each of the parties desires to obtain and requires 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 is an approximately 51 acre parcel of land and there are no electors residing thereon; and

WHEREAS, all owners of record of the Subject Property have duly executed an Amended and Conditional Petition for Annexation of the Subject Property to the Village, which Petition was filed and received by the Village on July 1, 1997 and is hereinafter referred to as the "Annexation Petition"; and

WHEREAS, applications have heretofore been filed with the Village Clerk for Zoning of the Subject Property and for other development approvals; and

WHEREAS, said applications were forwarded to the Plan Commission of the Village;
and

WHEREAS, a public hearing was held on November 12, 1997, November 24, 1997 and December 10, 1997, for the purpose, among other things, of considering whether the Subject Property should be rezoned from the R-1 Single Family Residence District to the R-4 Limited General Residence District, in part, with a Conditional Use for a Planned Development, and to the B-3 Community Shopping District, in part, with a Conditional Use for a Planned Development, all as set forth on Exhibit C attached hereto, all under Title 15, Chapter 155 of the Lombard Municipal Code (hereafter "the Lombard Zoning Ordinance"), 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 applications; and

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the 22nd day of January, 1998; 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 3 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 and classifications under the Lombard Zoning Ordinance, and all other actions set forth on Exhibit C, 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 Owner and/or Developer 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 development 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, the Corporate Authorities of the Village have examined the proposed uses proposed by Developer and have determined that said uses and the development of the Subject Property in accordance with this Agreement comply with the Comprehensive Plan of the Village; and

WHEREAS, the Plan Commission has recommended that certain variances, exceptions and/or modifications be granted from the Lombard Zoning Ordinance; Title 15, Chapter 154 of the Lombard Municipal Code (hereafter “the Lombard Subdivision and Development Ordinance”); and Title 15, Chapter 153 of the Lombard Municipal Code (hereafter “the Lombard Sign Ordinance”) in accordance with the terms of this Agreement; and

WHEREAS, Owner and Developer desire to have proposed Lot 1 of the Subject Property rezoned to the R-4 Limited General Residence District with a conditional use for a Planned Development and to have proposed Lots 2 through 7 of the Subject Property rezoned to the B-3 Community Shopping District with a conditional use for a Planned Development, all pursuant to the provisions of the Lombard Zoning Ordinance as hereinabove specified; and

WHEREAS, in reliance upon the existing ordinances, codes and regulations of the Village and the continued effectiveness of said ordinances, codes and regulations for the period hereinafter set forth, as the same may be modified herein or amended pursuant to the terms hereof, and in further reliance upon the Village’s execution of this Agreement and the Village’s performance of the undertakings and covenants hereinafter set forth on its part to be performed and kept, Owner and Developer have submitted, or have caused to be submitted, the aforementioned Petitions to the Village; and

WHEREAS, it is the desire of the Village, Owner and Developer that the development of the Subject Property proceed as conveniently as possible, subject to the Village’s ordinances, codes and regulations now or hereafter in force and effect, as modified or amended by this Agreement, and subject further to the terms and conditions hereinafter set forth; and

WHEREAS, following the aforementioned public hearings, the Village, by a vote of two-thirds of the Corporate Authorities then holding office, adopted an ordinance authorizing and directing the Village President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.

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, Owner and Developer agree that the foregoing recitals are material to this Agreement and are incorporated in this Agreement as if fully recited herein.

2. Development of Subject Property: Village, Owner and Developer 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 parties agree to do all things necessary or appropriate to cause

the Subject Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes. The Village shall notify all entities or persons of such annexation and undertake all necessary recordings in accordance with any and all statutory and ordinance requirements. No action shall be taken by the Village to annex any part or portion of the Subject Property until and unless this Agreement has been fully executed by the Village, Owner and Developer.

4. Mutual Assistance: The parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the parties as reflected by the terms of this Agreement, including, without limitation, the giving of such notices, the holding of such public hearings and the enactment by the Village of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the objectives of this Agreement and the intentions of the parties as reflected by the terms of this Agreement.

5. Financing of Certain Public Improvements: The parties shall cooperate fully with each other and do all acts necessary in accordance with all applicable law to provide for financing of the public improvements listed on Exhibit D hereto by a special assessment as authorized and specified in Sections 5/9-2-1 et seq. of Act 5 of Chapter 65 of the Illinois Compiled Statutes. The parties further agree that the special assessment shall be allocated solely to the Subject Property, subject to the then owner(s) right to direct allocations as may be appropriate upon any division(s) of ownership of the Subject Property. The parties further agree to use best efforts to expedite the construction of these public improvements in order to facilitate the earliest possible development and occupancy of the Subject Property. In the event DuPage County does not fund or construct its planned Meyers Road improvements in 1999, Developer will be accountable for the construction of said improvements in 2000, but the Village, at Developer's option, will construct same as a Special Assessment project assessed solely against the Subject Property.

6. Village Warranty as to Necessary Steps: The Village represents and warrants that it shall take such actions as may be required and necessary: (a) to adopt such ordinances as may be necessary to annex the Subject Property to the Village and to zone and classify the Subject Property so that it can be developed and used 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 herein contained on its part to be kept and performed. If, for any reason, the annexation of the Subject Property or the zoning of the Subject Property is ruled invalid, in whole or in part, the Corporate Authorities shall expeditiously take such actions, (including the giving of such notices, the holding of such public hearings and the adoptions of such ordinances and resolutions) as may be necessary to give effect to the spirit of this Agreement.

7. Subdivision Approval and Zoning/Site Plan Review: Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately do the following subject to such terms and conditions set forth in the respective ordinances referenced below:

a. Approve preliminary and final plats of subdivision of the Subject property in the forms attached hereto respectively as Exhibits B and E;

b. Approve ordinances in accordance with all applicable provisions of the Lombard Zoning Ordinance, as follows:

(1) Rezoning proposed Lot 1 from the R-1 Single Family Residence District to the R-4 Limited General Residence District with a conditional use for a Planned Development. Said Planned Development Ordinance shall allow Planned Development exceptions or waiver of any procedural, informational, substantive or other regulations of the Lombard Zoning Ordinance, Subdivision and Development Ordinance and Sign Ordinance as may be necessary to allow approval of a final planned development plan which substantially conforms to the Preliminary Planned Development Plan attached hereto as Exhibit F. All uses and development of proposed Lot 1 shall comply with the terms and conditions of the Development Agreement attached hereto as Exhibit G and the Planned Development Ordinance to be approved by the Village;

(2) Rezoning proposed Lots 2 through 7 from the R-1 Single Family Residence District to the B-3 Community Shopping District with a conditional use for a Planned Development and a conditional use to allow more than one principal building on a lot subject to Site Plan approval. Said Planned Development Ordinance shall allow Planned Development exceptions or waiver of any procedural, informational, substantive regulations or other of the Lombard Zoning Ordinance, Subdivision and Development Ordinance, and Sign Ordinance as may be necessary to allow approval of the Final Planned Development Plan attached hereto as Exhibit H and shall provide for the development of proposed Lots 2 through 7 in compliance with the Development Agreement attached hereto and incorporated herein as Exhibit I and the Final Planned Development Plan. Said Planned Development Ordinance further shall grant certain variations from Sections 155.508 B.3 and 155.508 C.6.b of the Lombard Zoning Ordinance to (a) allow multifamily uses on proposed Lot 2 of no more than 135 dwelling units to exceed forty percent of the floor area of the Planned Development, (b) exempt from the forty percent site area and floor area limits on use exceptions any uses which the Development Agreement allows as permitted uses regardless of whether the Lombard Zoning Ordinance allows such uses in a B-3 District, and (c) allow required transitional landscape yards to be reduced or eliminated where such a transitional landscape yard is or will be provided in whole or in part on proposed Lot 1 or where adjoining uses are both residential. All uses and development of proposed Lots 2 through 7 shall comply with the terms and conditions of the Development Agreement and the Planned Development Ordinance to be approved by the Village;

c. Approve all necessary ordinances or resolutions to authorize execution, and execute, the Development Agreements attached here as Exhibits G and I;

d. Record all approved ordinances, plats, plans, or other items where the recording of such documents is a prerequisite to the issuance of building permits for the Subject Property and all conditions of approval which are prerequisite to recording have been satisfied.

With respect to proposed Lot 1, no further zoning approval shall be required as a prerequisite to the receipt by Owner or Developer of the building permits necessary to the development of proposed Lot 1 in substantial conformance to the Preliminary Planned Development Plan attached hereto as Exhibit F other than obtaining approval and recording of a Final Planned Development Plan in accordance with Sections 155.501 through 155.510 of the Lombard Zoning Ordinance.

With respect to proposed Lots 2 through 7, no further zoning approval shall be required as a prerequisite to the receipt by Owner or Developer of the building permits necessary to the development of the property in conformance to the Final Planned Development Plan attached hereto as Exhibit H, provided, however, that for proposed Lots 2, 5, 6 and 7, except as otherwise provided in the Development Agreement, no permits for foundations or above-ground structures shall be issued until Site Plan approval has been obtained in accordance with the provisions of the Development Agreement and the following: Site Plan approval shall require the affirmative majority vote of a quorum of the Plan Commission acting at a public meeting, without the necessity of public notice or public hearing, following review by the Director of Community Development, who shall receive advice on such reviews by the Inter-Departmental Review Committee. If the Plan Commission has not approved, conditionally approved, or rejected a Site Plan within forty-five (45) days of proper application, the Site Plan shall be deemed rejected unless the applicant has consented in writing to an extension of time. Any failure of the Plan Commission to grant Site Plan approval shall be appealable directly to the Corporate Authorities. The Corporate Authorities may affirm, reverse, or modify the action of the Plan Commission and may attach such conditions as they deem appropriate. If the Corporate Authorities have not acted upon any such appeal within thirty (30) days of the filing of the appeal with the Director of Community Development, the submitted Site Plan shall be deemed to be rejected unless the appealing party has consented in writing to an extension of time.

The parties acknowledge that development of all of the Property may progress over one or more years. Accordingly, all provisions of the Lombard Zoning Ordinance which provide for expiration or revocation of variations on conditional use permits or other development approvals shall not apply to the Property.

8. Engineering Plans: The Village approves the Final Engineering Plans prepared by Bollinger & Lach Associates, as last revised on March 20, 1998 (the "Final Engineering Plans"), which Final Engineering Plans are incorporated by reference. The

Subject Property shall be developed in compliance with the Final Engineering Plans subject to any amendments approved by the Director of Community Development or his/her designee. With respect to the applications of Owner and/or Developer for approval of a preliminary and final plats of resubdivision, the Village's approval of these Final Engineering Plans shall constitute approval of final engineering. In any Site Plan review or resubdivision of proposed lots 2, 5, 6 or 7 the preliminary and final engineering plans for each use or user shall be in compliance with these approved Final Engineering Plans. Any major deviation from the approved Final Engineering Plans shall require a Planned Development amendment.

9. Water Utilities: Village represents and warrants to Developer as follows:

A. That it owns and operates a water distribution system within the Village for water distribution and that it will install water main extensions in accordance to Paragraph 5 of this Agreement and Exhibit D hereto.

B. That the Owner and/or Developer shall have the right to connect extensions of those water mains subject only to payment of applicable water tap-on charges, if any, and no other fees or charges (including, without limitation, recapture fees) of any kind or nature whatsoever. Any extensions of said water mains to serve the Subject Property which are to be owned by the Village, as set forth on the Final Engineering Plans, will be constructed by the Village pursuant to a local improvements program as set forth in Paragraph 5 above, and the owners of the Subject Property shall be responsible for repayment of such improvements costs pursuant to a special assessment as set forth in Paragraph 5 of this Agreement. Further, Owner and/or Developer shall grant or dedicate all easements required by the Village for the construction of the necessary water main extensions and water mains serving the Subject Property.

C. That the Village system has sufficient capacity to provide and will provide potable water to the Subject Property, such service to be substantially the same as provided to other residential and commercial areas in the Village being provided with water by the Village.

10. Sanitary Sewer Facilities: The parties agree that the sanitary sewer service of the Subject Property shall be provided through the Hinsdale Sanitary District. Any extensions of the sanitary sewers to serve the Subject Property which are to be dedicated to the Hinsdale Sanitary District, as set forth on the Final Engineering Plans, will be constructed by the Village pursuant to a local improvements program as set forth in Paragraph 5 above and the owners of the Subject Property shall be responsible for repayment of such improvements costs pursuant to a special assessment as set forth in Paragraph 5 of this Agreement. Owner and/or Developer agree to pay all sanitary sewer connection charges payable to the Hinsdale Sanitary District. Owner and/or Developer shall grant or dedicate all easements required by the Village or by the Hinsdale Sanitary District for the construction of the necessary sanitary sewers serving the Subject Property.

11. Storm Drainage Facilities: Storm drainage facilities, including retention and/or detention areas, shall be provided and constructed and paid for by Owner and/or Developer in accordance with the Final Engineering Plans. Ownership and maintenance of the Storm Drainage Facilities shall be in accordance with the respective Development Agreements and provisions provided on the Final Plat of Subdivision.

12. Underground Utilities: All newly installed electrical, telephone, cable television and natural gas distribution facilities, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings. In addition, the parties desire that existing utilities at the perimeter of the Subject Property along Meyers Road and Butterfield Road may be re-installed underground, if feasible, and that at Owner's option declared no later than thirty (30) days after annexation of the Subject Property the Village shall undertake such work as part of a local improvement as set forth in Paragraph 5 above. Owner and/or Developer shall be responsible for the payment of such improvements costs pursuant to a special assessment.

13. Cable Television: The Owner and/or Developer shall provide necessary easements for cable television service to be provided to each residential structure and commercial unit on the Subject Property.

In addition, Owner and/or Developer shall install and construct all necessary cable and other appurtenances in order to extend service to each of the residential structures on the Subject Property with cable television or shall make such agreements with a Village authorized cable television company to provide such facilities.

14. Easements: The record owner of the Subject Property, or such relevant portion thereof, at the time easements are required to be granted to facilitate development of the Subject Property as set forth in this Agreement, shall provide all easements which may be required by the Director of Community Development or the Hinsdale Sanitary District 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 a named grantee in all said easements along with the applicable utility companies and cable television operator. All easements shall be in a form customarily accepted by the Village, or Hinsdale Sanitary District, respectively, and subject to the reasonable approval of the Director of Community Development. The location for all public improvements shall be as approved by the Village and as shown on Final Engineering Plans approved by the Village. No parking shall be allowed within five feet (5') of the utility line.

15. Contributions: Unless expressly set forth in this Agreement or the respective Development Agreements, the Village shall not require Owner and/or Developer to make any contributions or land donations for any perceived impacts of development, including but not limited to contributions or land donations for schools, parks or library purposes.

16. Fees: The Village represents and warrants that Owner and/or Developer will not be responsible for any fees not heretofore paid to the Village as a result of the annexation, rezoning, or other matters addressed in this Agreement, except as set forth in Paragraph 25L below and the Village's generally applicable water tap-on fees, if any.

17. Reasonableness of Fees and Charges: Owner and/or Developer further agree that any connection charges, fees, contributions, dedications and easements required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

18. Dedication of Public Improvements: When Owner and/or Developer have completed all required public improvements, in accordance with the Village's Subdivision and Development Ordinance regulations, and said public improvements have been inspected and approved by the Director of Community Development, the Village shall accept said public improvements subject to the maintenance provisions of the Subdivision and Development Ordinance. This provision does not apply to those public improvements to be constructed by the Village in accordance with Paragraph 5 of this Agreement. Notwithstanding this paragraph, Storm Drainage Facilities shall not be dedicated to or accepted by the Village but shall be owned and maintained in accordance with the respective Declaration of Covenants.

19. Fire District: If, in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the York Center Fire Protection District files a petition to prevent automatic disconnection of the Subject Property from the York Center Fire Protection District, Owner and/or Developer shall use all reasonable efforts to challenge the petition and to pursue disconnection of the Subject Property from the York Center Fire Protection District at no cost to the Village. The Village agrees to cooperate with Owner and/or Developer in the disconnection. Owner and/or Developer agrees to be responsible for the disconnection and shall reimburse the Village for any funds reasonably and necessarily expended by the Village, including, but not limited to any legal fees and litigation costs relative thereto through trial and intermediate appellate court review, but only if the Village first gives Owner and/or Developer written notice prior to incurring such fees or costs and allowing Owner and/or Developer a reasonable time to avoid any need for the Village to incur such fees or costs.

20. Final Engineering Approval: Except as otherwise provided herein, all public improvements required to be constructed hereunder or under the Subdivision and Development Ordinance of the Village shall be paid for, constructed and installed by Owner and/or Developer in accordance with the Final Engineering Plans.

21. Annexation to Lombard Park District: The parties acknowledge that the Subject Property currently is part of the York Center Park District. If at any time during the term of this Agreement the Subject Property or any part thereof ceases to be included in the York Center Park District, or the York Center Park District ceases to exist, the then record owner of the relevant portion of the Subject Property at such time shall petition for annexation

to the Lombard Park District and shall take all necessary and customary actions to become annexed to the Lombard Park District.

22. Building and Other Permits:

A. The Issuance of Permits: The Village shall issue each building permit for which Owner and/or Developer, or either of its duly authorized representatives, shall apply within the earliest practical time. If the application is disapproved, the Village shall provide the applicant with a statement in writing specifying 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 building permits upon the applicant's compliance with those requirements of law so specified by the Village. The Village acknowledges that in accordance with the Development Agreements incorporated herein Owner and/or Developer, or such duly authorized representatives, may apply for, and the Village shall issue, building permits to begin construction upon portions of the Subject Property prior to the availability of public sanitary and water facilities to serve the structures to be constructed provided that the scope of the work to be performed prior to the provision of such sanitary and water facilities does not present potential harm to public health, safety or welfare. Notwithstanding the foregoing, no permit shall be issued for above-foundation construction until working fire hydrants capable of flowing one thousand gallons per minute (1,000 gpm) are installed within three hundred feet (300') of the structure.

B. Temporary Structures: The Village shall permit Owner and/or Developer, or either of its duly authorized representatives, to install temporary sewage storage or treatment and water facilities (other than wells) to serve sales offices, temporary structures and any models permitted under this Agreement, provided that such temporary sewage storage or treatment and water facilities shall be removed and disconnected at Owner's and/or Developer's sole cost at such time as public sewer and water systems become available and the structures are connected thereto. All temporary structures shall be constructed, located or assembled by permit and shall not be used until the Director of Community Development and/or his/her designee has approved the structure for use; provided, this restriction shall not apply to trailers except for permitting and approval of utilities and accessibility.

23. Certificates of Occupancy:

A. Partial Occupancy: The Village shall issue certificates of occupancy in multi-tenant commercial buildings on a unit-by-unit basis provided that the unit to be occupied is completed and the construction of the entire building has progressed to the point where the Village's Fire Chief has made a reasonable determination that all fire protection and safety equipment is operational throughout the structure. The Village shall issue certificates of occupancy in multi-family residential buildings on a floor-by-floor basis provided the floor to be occupied has been completed and the construction of the entire building has progressed to the point where the Village Fire Chief has made a reasonable determination that all fire protection and safety equipment is operational throughout the structure.

B. Issuance of Certificates: The Village shall issue certificates of occupancy for any building, structure or dwelling on the Subject Property within five (5) working days of proper application therefore or within five (5) working days of the receipt of the last documents or information required to support such application, whichever is later. If the application is disapproved, the Village shall provide the applicant with a statement in writing of the reasons for denial of the application including specifications of the requirements of law which the applicant and supporting documents fail to meet. The Village agrees to issue such Certificates upon the applicant's compliance with those requirements so specified by the Village.

C. Temporary Certificates: Temporary certificates of occupancy shall be issued by the Village when adverse weather conditions do not permit outside painting, landscaping, driveway construction or final grading of individual buildings, appurtenances or site areas. Temporary or partial certificates of occupancy shall be issued by the Village for any finished part or portion of a building, structure or a unit, which is otherwise not completely finished, provided that, as determined by the Director of Community Development:

1. Said part or portion is designed for or capable of separate use or occupancy;
2. Said part or portion is safe for the use or occupancy intended;
3. Sewer, streets, water and drainage are properly installed to the building, structure or unit containing said finished part or portion; and
4. The Village has received such deposits or security it reasonably requires to guarantee the completion of the work.

D. Utility Connections: No certificate of occupancy shall be applied for by Owner and/or Developer or issued by the Village until the building or structure which is the subject of the application is connected to and able to be served by the public sewer and water systems, provided, however, that Conditional Certificates of Occupancy may be issued for models and sales offices as herein provided.

E. Sales Office: Owner shall have the right to construct and maintain sales offices on the Subject Property, including sales offices within a model dwelling unit. Owner shall be required to obtain building permits and certificates of occupancy with respect to such sales offices subject to the provisions of this Agreement.

24. Stop Orders: Except in cases of emergency where an immediate danger to life or health exists, the Village shall not issue any stop orders directing work stoppage on buildings or other part of any phase of development within the Subject Property without first giving at least twenty-four (24) hours notice to Owner and/or Developer and the applicant for the building permit for the building for which stop order is being issued, in the manner

provided for herein, and any such notice shall cite the applicable provision of law or this Agreement allegedly violated or shall state in substance the reason for the stop order. Upon receipt of such notice, Owner and/or Developer shall take immediate steps to correct any violation and, provided such steps are promptly commenced and diligently pursued, no stop order shall issue.

25. General Provisions:

A. **Inconsistent and More Restrictive Amendments and Provisions:** The Village agrees that should any existing code, ordinance, rule or regulation, including, without limitation, those codes, ordinances, rules and regulations covered in the subject matter of this Agreement, which may relate to the annexation, zoning or subdivision of the Subject Property and to the use of improvements, buildings and appurtenances on the Subject Property and to all other development of any kind or character on that Subject Property, be hereafter amended or interpreted in any way that is inconsistent with or more restrictive than the terms and provisions of this Agreement, then the terms and provisions hereof, under such circumstances, shall constitute lawfully authorized, approved and binding amendments to the terms of any such inconsistent or more restrictive code, ordinance, rule or regulation as it relates to the Subject Property, but only for the term of this Agreement at which point any development not conforming with such amendments or interpretations shall be legally non-conforming unless and until a variation or other relief is granted by the Village.

B. **Less Restrictive Amendments and Provisions:** The Village agrees that should any now or hereafter existing code, ordinance, rule or regulation be adopted, enacted, modified, amended, interpreted or otherwise changed in any way so as to be less restrictive than the provisions now applicable to the Subject Property, including, without limitation, restrictions affecting zoning, subdivision, land development, construction and use of improvements, buildings and appurtenances and all other development of any kind or character on the Subject Property, then such less restrictive provisions shall inure to the benefit of Owner and, anything herein to the contrary notwithstanding, Owner may elect to proceed with the development of, construction upon and use of the Subject Property in accordance with any less restrictive code, ordinance, rule or regulation applicable generally to all properties within the Village. Provided, however, that this provision is not intended to abrogate or supersede any private covenants or agreements which may be recorded against the Subject Property.

C. **Notices:** Notice or other writings which any party is required to, or may wish to, serve upon any other party in connections with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or by facsimile transmission which shall be effective only if receipt of transmission is confirmed by a transmission confirmation sheet, 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
FAX: 630-620-8222

With a copy to:

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

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

(c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
Civic Opera Building
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
FAX: 312-984-6444

(2) If to the Owner:

President
Bethany Theological Seminary
615 National Road West
Richmond, IN 47374-4019
FAX: 765-983-1840
with a copy to:

Mr. Thomas Karaba
Crowley, Barrett & Karaba, Ltd.
20 S. Clark Street
Suite 2310
Chicago, IL 60603
FAX: 312-726-2741

(3) If to the Developer:

Fountain Square of Lombard, LLC
c/o CHS DuPage One LLC, Manager

Mr. Dennis Stine
The Shaw Company
Sears Tower
Suite 325
Chicago, IL 60606
FAX: 312-382-8815

with a copy to:

Mr. Robert J. Pugliese
Lord, Bissell & Brook
115 S. LaSalle Street
Chicago, IL 60603
FAX: 312-443-0336

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

D. Continuity of Obligations:

1. This Agreement shall inure to the benefit of and shall be binding upon Owner's and Developer's successors in any manner in title, including any homeowners or property owners associations who may take title to common areas, but not purchasers or lessors of individual dwelling units, and shall inure to the benefit of and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

2. Owner and Developer acknowledge and agree that the obligations assumed by each of them under this Agreement, including the respective Development Agreements, shall be binding upon them respectively and, except as limited aforesaid, any and all of their respective heirs, successors, and assigns and the successor record owners and/or successor developers of all or any portion of the Subject Property. To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, Owner and Developer agree:

(a) that this Agreement shall be recorded with the DuPage County Recorder of Deeds;

(b) to require, prior to the transfer of title to all or any portion of the Subject Property, the transferee of said portion of the Subject Property to be bound by the provisions of this Agreement pursuant to the execution of an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), said Assignment and Assumption Agreement to be in a form substantially in conformance with Exhibit J attached hereto and made a part hereof. The Village agrees that upon a successor becoming bound to the personal obligations created herein in the manner provided herein, the personal liability of Owner and/or Developer or other predecessor obligor under this Agreement shall be released. Except

for individual dwelling units, Owner agrees to notify the Village in writing at least thirty (30) days prior to any date upon which Owner intends to transfer a legal or beneficial interest in any portion of the Subject Property to a transferee (other than Developer who hereby agrees to the terms of the Assignment and Assumption Agreement and to be bound thereby upon taking a legal or beneficial interest in any portion of the Subject Property). Any such notice given prior to the effective date of this Agreement shall be effective on the date given. Owner or any other predecessor obligor shall, at the same time, provide the Village with a fully executed copy of the hereinabove required Assignment and Assumption Agreement by the transferee to be bound by the provisions of this Agreement. In the event any transferee requires proof that a particular provision of this Agreement has been satisfied, the Village agrees to issue a written statement as to which provisions of this Agreement, if any, have been satisfied.

3. All the terms and conditions of this Agreement shall constitute covenants running with the land.

E. 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 or actions taken and required to such terms 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 mentioned in subsection 25V below.

F. Remedies: The Village, Owner and Developer, and their 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, 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 and reasonable attorneys' fees. 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 at law or in equity.

G. Dedication of Public Lands: In no event, including (without limitation) the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, shall the Corporate Authorities require that any part of the Subject Property be designated for public purposes, except as otherwise provided in this Agreement or except as may be consented to in writing by Owner and/or Developer.

H. Conveyance, Dedication and Donation of Real Estate and Certain Personal Property: Any conveyance, dedication or donation of real estate required of Owner and/or Developer (hereinafter collectively and individually referred to as "Grantor" in this subsection 25F) to the Village or other governmental authority under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

- (1) Fee Simple Title: The conveyance, dedication or donation shall be of a fee simple title.
- (2) Merchantable Title: Title shall be good and marketable.
- (3) Form and Contents of Deed: The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication or appropriate dedication on a recorded plat of subdivision.

The deed, conveyance or dedication may be subject only to:

- (a) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
- (b) terms of this Agreement, including the terms of the Development Agreements which are incorporated herein;
- (c) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of the prior year's taxes is not determinable at the time of delivery, conveyance or dedication;
- (d) terms of other agreements, covenants, easements, or declarations recorded against the real estate pursuant to the direction, approval or participation by the Village; and
- (e) such other exceptions acceptable to the grantee.

(4) Title Insurance: Grantor shall provide to grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from the Chicago Title Insurance Company or such other title insurance company acceptable to the grantee. The commitment for title insurance shall be in usual and customary form subject only to the matters set forth in sub-paragraph 25H(3)(a) above and the usual and customary standard exceptions contained therein.

The commitment for title insurance shall be in the amount of the fair market value of the real estate and shall be dated not more than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges shall be borne by Grantor.

(5) Taxes, Liens, Assessments, Etc.: General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

(6) Delivery of Deed, Conveyance or Dedication: To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Village, otherwise at a date, time and place set by Village not less than thirty (30) days nor more than forty-five (45) days after notice thereof is given by Village to Grantor.

I. Conveyances: Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner and/or Developer to sell or convey all or any portion of the Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.

J. Survival of Presentations: Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Annexation 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.

K. 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.

L. Reimbursement of Village for Legal and Other Fees and Expenses: Owner and/or Developer shall receive a credit for all application fees paid to the Village which shall be applied to the obligations of Owner and/or Developer set forth in subparagraphs (1) and (2) below.

(1) To Effective Date of Agreement: The Owner and/or Developer, concurrently with annexation and zoning of the Subject Property or so much thereof as required, 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;
- (b) all reasonable attorneys' fees incurred by the Village in connection with this Annexation Agreement and the annexation and zoning of the Subject Property; 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 Village made by and through its President, Owner and/or Developer from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by 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, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner and/or Developer upon request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner and/or Developer at either's option from additional documents designated from time to time by the Owner and/or Developer relevant to determining such costs and expenses.

Notwithstanding the foregoing, Owner and/or Developer 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.

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

(a) Owner and/or Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, which is binding upon the Village, without the approval of the Village, which shall not be unreasonably withheld. If any such settlement, compromise or judgment is not binding upon the Village, this restriction shall not apply. Unreasonableness shall be determined by whether any such settlement, compromise or failure to appeal an adverse judgment materially impairs the benefits to the Village under this Agreement.

(b) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner and/or Developer, on an issue having a potentially substantial adverse effect on the Village, then the Village shall have the option of having its own legal counsel represent it or participate in the common defense at its own expense.

In the event any of the parties institute legal proceedings against any other party to this Agreement for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment in favor of the prevailing party all expenses of such legal proceedings incurred by the prevailing party, including but not limited to the court costs and reasonable attorneys' fees, witness fees and reimbursed expenses, expert witness fees, etc., incurred by the prevailing party in connection therewith (and any appeal thereof).

M. 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.

N. 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. Approval of direction of the Corporate Authorities of the Village shall not require any super-majority vote unless otherwise required by the ordinances of the Village or by law.

O. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Owner and/or Developer.

P. Authorization to Execute: The officers and/or managers, as the case may be, of Owner and Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of said Owner and Developer respectively. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Owner and Developer 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.

Q. Amendment and Integration: This Agreement, including the Exhibits hereto, sets forth all the promises, inducements, agreements, conditions and understandings between Owner, Developer 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 in writing and signed by them.

R. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

S. 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, other than the Development Agreements whose text shall control and govern, the text of this Agreement shall control and govern.

T. 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.

U. 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 signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.


V. 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.

W. 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.


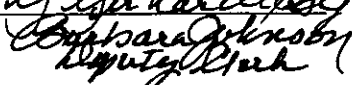
X. Severability: In the event that any phrase, paragraph, article or portion of this Agreement is found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability as to that portion shall not affect the validity, legality or enforceability of the remaining portions of this Agreement. None of the parties hereto shall contest the validity, legality or enforceability of any phrase, article or provision of this Agreement.

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

By: 
President

ATTEST:


Village Clerk

Deputy Clerk

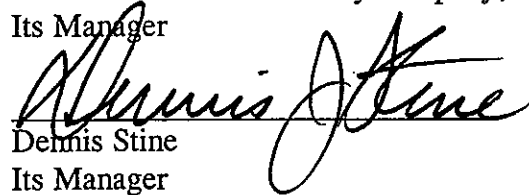
DATED: March 23, 1998

DEVELOPER:


FOUNTAIN SQUARE OF LOMBARD, L.L.C.
a Delaware limited liability company

By: CHS DuPage One, L.L.C.

CHS DuPage One, L.L.C.
a Delaware limited liability company,
Its Manager


Dennis Stine
Its Manager

OWNER:
BETHANY THEOLOGICAL SEMINARY,
an Illinois not-for-profit corporation,
formerly known as Bethany Biblical Seminary

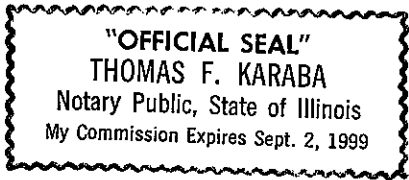
By: 
Eugene F. Roop
Its President

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 Eugene F. Roop, personally known to me to be the President of Bethany Theological Seminary, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such and respectively, and that he appeared before me this day in Person and severally acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 22nd day of March, 1998.

Commission expires September 2, 1999.



Thomas F. Karaba
Notary Public

ACKNOWLEDGMENTS

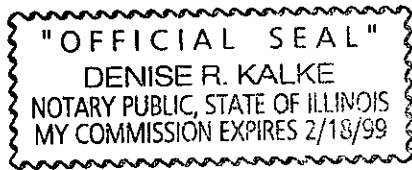
STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

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 Lorraine G. Gerhardt, personally known to me to be the Village 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 Village 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 23rd day of March 1998.

Commission expires 2/18, 1999.

Denise Kalke
Notary Public

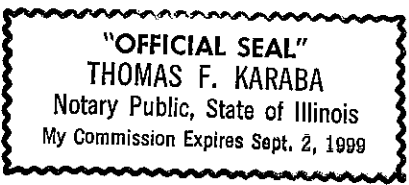


STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

On this 22nd day of March, 1998 before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Dennis J Stine, being the person authorized by CHS DuPage One, LLC, a Delaware limited liability company ("Company"), to execute such instrument, to me personally well known, who stated that he was a Manager of said Company, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of March, 1998.

GIVEN under my hand and Notary Seal this 22nd day of March, 1998.
Commission expires September 2, 1999.



Thomas F Karaba
Notary Public

EXHIBIT A

PARCEL NO. 1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 28 AFORESAID; THENCE SOUTH ON THE WEST LINE OF SECTION 28, AFORESAID, 1957.45 FEET TO THE CENTER LINE OF OLD BUTTERFIELD ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF OLD BUTTERFIELD ROAD, 1868.70 FEET TO THE CENTER LINE OF MEYERS ROAD, BEING THE SOUTHEAST CORNER OF SCHOOL LOT; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF MEYERS ROAD, 1062.62 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF NORTHWEST QUARTER OF SECTION 28 AFORESAID; THENCE WEST ON THE NORTH LINE OF SECTION 28, AFORESAID, 1324.36 FEET TO THE POINT OF BEGINNING; EXCEPT THEREFROM THE NORTH 231.56 FEET OF THE WEST 1020 FEET OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (AS MEASURED ALONG THE NORTH AND WEST LINES OF SAID NORTHWEST QUARTER) NOW SUBDIVIDED INTO BETHANY BIBLICAL SEMINARY SUBDIVISION RECORDED AS DOCUMENT R62-17770; ALSO EXCEPT THEREFROM THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF OLD BUTTERFIELD ROAD WITH THE CENTER LINE OF MEYERS ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF MEYERS ROAD FOR A DISTANCE OF 112.96 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 99 DEGREES 02 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 108.95 FEET TO A POINT IN WEST LINE OF THE UTOPIA SCHOOL LOT; THENCE SOUTHEASTERLY ALONG SAID WEST LOT LINE THAT FORMS AN ANGLE OF 80 DEGREES 58 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 115.33 FEET TO A POINT IN THE AFORESAID CENTER LINE OF OLD BUTTERFIELD ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE THAT FORMS AN ANGLE OF 100 DEGREES 16 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 108.98 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING; ALSO EXCEPT THEREFROM THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS IN DOCUMENT NUMBER R74-38421, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH ALONG THE

EAST LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 480.8 FEET TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF FA ROUTE 131; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE FOR A DISTANCE OF 1100.1 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EXISTING CENTER LINE OF MEYERS ROAD; THENCE NORTHERLY ON SAID SOUTHERLY EXTENSION AND ON SAID EXISTING CENTER LINE OF MEYERS ROAD ALONG A LINE WHICH FORMS AN ANGLE OF 108 DEGREES 46 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID FA ROUTE 131 CENTER LINE COURSE FOR A DISTANCE OF 151.1 FEET TO A POINT ON A SOUTHEASTERLY LINE (AS DEFINED IN A DEDICATION TO THE STATE OF ILLINOIS RECORDED MAY 18, 1949 AS DOCUMENT NO. 568067) OF THE BETHANY THEOLOGICAL SEMINARY PROPERTY FOR A POINT OF BEGINNING; THENCE SOUTHWESTERLY ON THE LAST DESCRIBED PROPERTY LINE ALONG A LINE WHICH FORMS AN ANGLE OF 99 DEGREES 02 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 72.1 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FOR A DISTANCE OF 197.9 FEET TO A POINT 50.0 FEET NORMALLY DISTANT WESTERLY OF SAID EXISTING MEYERS ROAD CENTER LINE, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF MEYERS ROAD; THENCE EASTERLY ALONG A LINE NORMAL TO SAID EXISTING MEYERS ROAD CENTER LINE FOR A DISTANCE OF 50.0 FEET TO A POINT ON SAID EXISTING MEYERS ROAD CENTER LINE; THENCE SOUTHEASTERLY ALONG SAID EXISTING MEYERS ROAD CENTER LINE FOR A DISTANCE OF 185.5 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THEREFROM THAT PART DEDICATED FOR BUTTERFIELD ROAD RECORDED AS DOCUMENT NUMBER 387284 AND AS DOCUMENT NUMBER 386643; ALSO EXCEPT THEREFROM THAT PART DEDICATED FOR MEYERS ROAD RECORDED AS DOCUMENT NUMBER R62-38610; ALSO EXCEPT THEREFROM THAT PART DEDICATED FOR 22ND STREET RECORDED AS DOCUMENT NUMBER 968458. ALL IN DuPAGE COUNTY, ILLINOIS.

PARCEL NO. 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 29, AFORESAID; THENCE WEST ON THE NORTH LINE OF SECTION 29 AFORESAID, 70.0 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SECTION 29 AFORESAID, 736.60 FEET, THENCE SOUTHWESTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 191 DEGREES 50 MINUTES 48 SECONDS WITH THE LAST DESCRIBED COURSE, 787.50 FEET; THENCE SOUTHEASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 140 DEGREES 55 MINUTES 12 SECONDS WITH THE LAST DESCRIBED COURSE, 506.25 FEET TO THE CENTER LINE OF OLD BUTTERFIELD ROAD AT ITS INTERSECTION WITH THE EAST LINE OF SECTION 29, AFORESAID; THENCE

NORTH ON THE EAST LINE OF SECTION 29, AFORESAID, 1957.45 FEET TO THE POINT OF BEGINNING; EXCEPT THEREFROM THAT PART DEDICATED FOR BUTTERFIELD ROAD RECORDED AS DOCUMENT NUMBER 387284 AND AS DOCUMENT NUMBER 386643; ALSO EXCEPT THEREFROM THAT PART DEDICATED FOR 22ND STREET PER DOCUMENT NUMBER R65-11923; ALL IN DuPAGE COUNTY, ILLINOIS.

PARCEL NO.3:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 (INCLUSIVE) IN BETHANY BIBLICAL SEMINARY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER OF MEYERS ROAD ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1962 AS DOCUMENT R62-17770, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT C TO ANNEXATION AGREEMENT

BETHANY SEMINARY PROPERTY

Petitioner requests that the Village take the following actions to allow a mixed-use development consisting of multifamily residences and commercial uses:

1. Annex all of the Subject Property.
2. Authorize and execute an Annexation Agreement for all of the Subject Property.
3. Approve Preliminary and Final Plats of Subdivision.
4. For that portion of the Subject Property shown as proposed Lot 1;
 - A. Rezone proposed Lot 1 to the R-4 Limited General Residence District;
 - B. Grant a conditional use for an R-4 Planned Development with such exceptions from Village Code as listed in the Petition for Public Hearing;
 - C. Approve a Preliminary Plan of Planned Development;
 - D. Authorize and execute a Development Agreement.
5. For that portion of the Subject Property shown as proposed Lots 2 through 7:
 - A. Rezone proposed Lots 2 through 7 to the B-3 Community Shopping District;
 - B. Grant a conditional use for a B-3 Planned Development with such exceptions from Village Code as listed in the Petition for Public Hearing;
 - C. Grant a conditional use to allow more than one principal building on each of proposed Lots 2, 5, 6 and 7 and to allow more than one principal building to utilize easements and/or air rights over proposed Lot 4;
 - D. Approve a Final Plan of Planned Development;
 - E. Authorize and execute a Development Agreement;
 - F. Grant variations from the following sections of the Zoning Ordinance:
 - (1) Section 155.508 B.3--to allow (a) multifamily uses on proposed Lot 2, of no more than 135 dwelling units, to exceed forty percent of the floor area of the B-3 Planned Development, and (b) to exempt from the forty percent site area and floor area limits on use exceptions any uses which the Development Agreement allows as permitted uses;
 - (2) Section 155.508 C.6.b--to allow transitional landscape yards to be reduced or eliminated where such a transitional

landscape yard is provided in whole or in part on proposed Lot 1 or where the adjoining uses are both residential.

EXHIBIT D

LIST OF SAA IMPROVEMENTS

Meyers Road*

1. Northbound Meyers Road left turn lane to Fountain Square Drive
2. Southbound Meyers Road right turn lane to Fountain Square Drive
3. If, but only if, approved by DuPage County and Village by March 31, 1998, traffic signal at intersection of Meyers Road and Fountain Square Drive/Tower Road and traffic signal interconnect controls.
4. R.O.W. landscaping along west side of Meyers Road
5. 5' sidewalk between Fountain Square Drive and 22nd Street on west side of Meyers Road
6. If, but only if, required by Village, 5' sidewalk between Fountain Square Drive and Butterfield Road on west side of Meyers Road
7. If, but only if, not funded or constructed in 1999 by DuPage County, and Owner/Developer elects to have funded as an SAA improvement, the additional Meyers Road roadway improvements planned by DuPage County and identified in the Traffic Analysis submitted to Village by Owner

22nd Street

1. All pavements, curbs, gutters, drainage and associated construction for 22nd Street boulevard improvements including unmountable "pork chops" at the intersections of School, Westview and Fairview
2. Lighting along 22nd Street
3. 8 foot wide pedway/bike trail along south side of 22nd Street
4. R.O.W. landscaping along north and south side of 22nd Street
5. Boulevard landscaping along 22nd Street
6. 6" diameter sanitary sewer services and appurtenances for 6 existing residences on north side of 22nd Street
7. 1" diameter water services and appurtenances for 6 existing residences on north side of 22nd Street
8. 5' sidewalk along north side of 22nd Street

Butterfield Road

1. Westbound Butterfield Road right turn lane to Fountain Square Drive.
2. Eastbound Butterfield Road left turn lane to Fountain Square Drive.
3. Traffic signal at intersection of Butterfield Road and Fountain Square Drive
4. Traffic signal interconnect controls.
5. Intersection, drainage and culvert improvements at Butterfield Road and Fountain Square Drive.

6. Right-in, right-out access on Butterfield Road west of intersection of Butterfield and Fountain Square Drive.
7. Drainage and culvert improvements at right-in, right-out on Butterfield Road, west of intersection of Butterfield Road and Fountain Square Drive.
8. R.O.W. landscaping along north side of Butterfield Road
9. If, but only if, required by Village, 5' sidewalk along north side at Butterfield Road

Utilities

1. Site perimeter and Fountain Square Drive 12" diameter D.I. watermain and appurtenances
2. Site perimeter 10" diameter D.I. water main and appurtenances
3. Site perimeter and Fountain Square Drive fire hydrants
4. Interconnections between Oak Brook and Lombard water distribution systems
5. Relocation of Commonwealth Edison power lines along north side of Butterfield Road
6. Relocation of Commonwealth Edison power lines along west side of Meyers Road
7. Fountain Square Drive sanitary main and appurtenances and sanitary improvements on 22nd Street from the existing main to the first on site sanitary manhole and that section of sanitary sewer main and appurtenances along Butterfield Road to be relocated all to be dedicated to the Sanitary District.

* Meyers Road Items 1 and 2 are improvements which DuPage County has agreed to include but not pay for as part of its planned Meyers Road improvements.

EXHIBIT E

FINAL PLAT OF SUBDIVISION

[TO COME - TO BE FINALIZED
AFTER REVISIONS MADE PER STAFF COMMENTS]

EXHIBIT G

R-4 DEVELOPMENT AGREEMENT

(HEREBY INCORPORATED BY REFERENCE)

EXHIBIT I

B-3 PLANNED DEVELOPMENT AGREEMENT

(HEREBY INCORPORATED BY REFERENCE)

EXHIBIT J

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of _____, 19 __, and is entered into between _____, a _____ (“Assignor”) and _____, a _____ (“Assignee”).

WHEREAS, the Village of Lombard, a municipal corporation, Bethany Theological Seminary, an Illinois not-for-profit corporation and Fountain Square of Lombard, LLC, a Delaware limited partnership entered into an Annexation Agreement, which agreement incorporates by reference additional Development Agreement, and which Agreement is dated _____, 19 __, (as it may be amended, modified or supplemented from time to time, the “Agreement”), regarding the real property described on the attached Exhibit A, which Agreement was recorded by the DuPage County Recorder of Deeds on _____, 19 __, as Document No. _____; and

WHEREAS, Assignor is a party or became a party to the Agreement pursuant to an Assignment and Assumption Agreement dated as of _____, 19 __, which Assignment and Assumption Agreement was recorded by the DuPage County Recorder of Deeds on _____, 19 __, as Document No. _____; and

WHEREAS, Assignor desires to assign all its right, title and interest in and to the Agreement to Assignee and Assignee desires to accept said assignment and assume all of Assignor’s liabilities and obligations related to or arising under the Agreement as it relates to the [B-3 or R-4 portion of the property] and the incorporated Development Agreement pertaining thereto.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) Assignor does hereby assign, transfer, and convey unto Assignee all of Assignor's right, title and interest in and to the Agreement and Development Agreement and any benefits hereafter derived thereunder and (b) Assignee does unconditionally hereby assume and promise to pay and perform in full, from and after 12:01 a.m. on the date first written above, all obligation and liabilities of Assignor related to or arising under the Agreement and Development Agreement as it relates to [the property conveyed].

This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement is executed as of the date first written above.

ASSIGNOR:

By: _____

Its: _____

ASSIGNEE:

By: _____

Its: _____

CONSENT AND RELEASE

The undersigned, being the remaining parties to the Agreement referred to above, do hereby consent to the above Assignment and Assumption Agreement and forever releases the above Assignor (together with its successors, assigns, heirs and personal representative, as the case may be, other than Assignee) from all liabilities and obligations related to or arising under the Agreement.

Executed this ____ day of _____, _____.

By: _____

Its: _____

By: _____

Its: _____



DEVELOPMENT AGREEMENT

**AN AGREEMENT RELATING TO THE APPROVAL
OF A B-3 PLANNED DEVELOPMENT
FOR FOUNTAIN SQUARE OF LOMBARD, ILLINOIS**

DATED _____, 1998

This Document was Prepared by:
Robert J. Pugliese, Esq.
Lord, Bissell & Brook
115 South LaSalle Street
Suite 3400
Chicago, Illinois 60603
(312) 443-0609

After Recording Return to:
Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3926

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EXHIBITS

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Exhibit B	Final Planned Development Plan
Exhibit C	Landscape Plans
Exhibit D	Signage Plan
Exhibit E	Lighting Plan
Exhibit F	Final Subdivision Plat
Exhibit G	Special Assessment Improvements List
Exhibit H	Public Improvements List
Exhibit I	Private Improvements List
Exhibit J	B-3 Use Chart
Exhibit K	Stormwater Maintenance Agreement

DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 1998, and is by, between and among the VILLAGE OF LOMBARD, an Illinois non-home rule municipal corporation (hereinafter referred to as "the Village"); BETHANY THEOLOGICAL SEMINARY, an Illinois not-for-profit corporation, formerly known as Bethany Biblical Seminary (hereinafter referred to as "BTS"); and FOUNTAIN SQUARE OF LOMBARD, L.L.C., a Delaware Limited Liability Company (hereinafter referred to as "Developer"). (The Village, BTS and Developer are collectively referred to herein as "the Parties").

SECTION 1. RECITALS.

WHEREAS:

A. The Property (as hereinafter defined) is located in DuPage County, York Township, within the Village limits, having been annexed to the Village in accordance with and subject to the terms of an Annexation Agreement entered into by, between and among the parties hereto substantially contemporaneously with this Agreement and to which this Agreement is an exhibit. The Property (hereinafter referred to as "the Property" or as "Lots 2 through 7 of the Subdivision") is legally described in Exhibit A attached and made a part hereof.

B. In accordance with the Annexation Agreement, the Village has rezoned the Property to the B-3 Community Shopping Center District with a conditional use for a Planned Development, all in accordance with the provisions of the Lombard Zoning Ordinance.

C. BTS is the record legal title holder and beneficial owner of the Property.

D. Developer is the contract purchaser and prospective developer of the Property.

E. BTS and Developer have petitioned the Village for, among other things, annexation, zoning, approval of a planned development and approval of a preliminary and final plat of subdivision for the proposed development of the Property.

F. The Developer desires and proposes to develop the Property pursuant to and in accordance with this Development Agreement (hereinafter referred to as "the Agreement").

G. Public hearings were held by the Village Plan Commission on November 12, 1997, November 24, 1997 and December 10, 1997, for the purpose of considering, among other things, whether the Property should be rezoned, upon its annexation, from the R-1 Single Family Residence District to the B-3 Community Shopping Center District/Planned Development under the Lombard Zoning Ordinance, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") its findings and recommendations with respect to said application.

H. The Corporate Authorities (as hereinafter defined) have carefully reviewed and considered the petition of BTS and Developer and have determined that the annexation, zoning, planned development and subdivision should be approved, but only in accordance with this Agreement.

I. The Village has approved a Final Plan of Planned Development for the Property, and a Final Plat of Subdivision for the Property and other lands, which Plat, upon receipt by the Village of an Irrevocable Letter of Credit for an amount specified as security for subdivision improvements, and for such other purpose or purposes as herein mentioned, if any, and upon execution of this Development Agreement shall be recorded.

J. Various plans and specifications for the making of required public improvements, landscaping, sidewalks, streetlights, parkway trees, and storm drainage facilities both on-site and off-site have been or are to be approved by the Corporate Authorities of the Village and the Village will proceed as required by law to provide for the construction and financing of certain of those improvements to be constructed by the Village as a special assessment project(s) as more particularly set forth below.

K. Owner or Developer has or will enter into all necessary contracts for the Public and Private Improvements and Village will enter into all necessary contracts for the Special Assessment Improvements required to be made for the Property pursuant to the Planned Development Ordinance, the Plat of Subdivision, this Agreement or otherwise.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"The Annexation Agreement": The Annexation Agreement referenced in Section 1.A above.

"Assisted Living Housing": Multifamily dwellings for the aged or infirm which is not a "lodging house," "dormitory," or a "convalescent, nursing, or rest home" as such terms are defined in the Lombard Zoning Ordinance and which includes individual dwellings units where unit owners/tenants may receive assistance with certain daily living functions from an on-site or off-site services provider. Assisted Living Housing shall be considered a residential building and a permitted use for purposes of this Agreement.

"The Butterfield Road Improvements": Those certain roadway improvements to be constructed by the Village in the Butterfield Road right-of-way as shown on the list of Special Assessment Improvements attached hereto as Exhibit G.

"Developer": Fountain Square of Lombard, LLC and/or any successor who assumes the rights and obligation thereof under this Agreement in whole or in part.

"Development": Any improvement of the Property requiring a permit or other approval from the Village after annexation.

"Corporate Authorities": The President and Board of Trustees of the Village.

"Final Engineering Plan": That certain final engineering plan prepared by Bollinger, Lach & Associates, Inc. consisting of 17 sheets, with latest revision date of March 20, 1998, as may be amended with approval of the Village Director of Community Development or his/her designee.

"Final Subdivision Plat": That certain final subdivision plat prepared by Bollinger Lach & Associates, Inc. , consisting of 3 sheets, with latest revision date of March 20, 1998, attached as Exhibit F, as may be amended with Village approval.

"Lot 1" or "Lot 1 of the Subdivision": That certain property designated on the Final Subdivision Plat as Lot 1 which the Village has zoned R-4 with a conditional use for a Planned Development. Lot 1 is not subject to this Development Agreement.

"Lots 2 through 7" or "Lots 2 through 7 of the Subdivision": The Property. As to any of Lots 2 through 7 individually, that lot so designated on the Final Subdivision Plat.

"Meyers Road Improvements": Those certain roadway improvements to be constructed by the Village in the Meyers Road right-of-way as shown on the list of Special Assessment Improvements attached hereto as Exhibit G.

"Owner": The record title holder or holders of the Property.

"Plan Commission": The Plan Commission of the Village, as provided for by the Lombard Municipal Code, as the same has been and may, from time to time hereafter, be amended.

"Planned Development Ordinance": That certain ordinance approved by the Village on or about February 5, 1998 granting a conditional use for a Planned Development for the Property, granting certain variations and exceptions, and approving a Final Planned Development Plan, as said ordinance may be amended from time to time.

"Private Improvements": The private (not to be dedicated to or accepted by the Village), common area, on-site improvements to be made in connection with the subdivision and non-building development of the Property, described or listed or shown on the approved plans and plats referenced in this Agreement and Exhibit I attached hereto.

"Property": That certain tract of property consisting of approximately 38.591 acres and legally described in Exhibit A.

"Public Improvements": The public improvements to be made in connection with the subdivision and non-building development of the Property described or listed on the Final Engineering Plan, on Exhibit H this Agreement, or both, but not including on-site or off-site public improvements to be constructed by the Village and financed by special assessment as more fully set forth in Section 7.B of this Agreement and as shown on the list of Special Assessment Improvements attached hereto as Exhibit G.

"Sign Ordinance": Village of Lombard Sign Ordinance known as Title 15, Chapter 153 of the Lombard Municipal Code, as amended from time to time.

"Site": Any portion of Lots 2, 5, 6, or 7, or all of one or more of said Lots, for which a submission is made for Site Plan approval in accordance with the terms of this Agreement. To the extent allowed by this Agreement, a Site may incorporate easement rights and/or air rights over a portion of Lot 4.

"Storm Water Control Facilities": Those detention/retention areas, culverts, swales or other facilities on the Property for the conveyance, detention, or other management of stormwater shown, described or listed on the Final Engineering Plan or in any stormwater management permits issued for the Property.

"Subdivision and Development Ordinance": Village of Lombard Subdivision and Development Ordinance known as Title 15, Chapter 154 of the Lombard Municipal Code, as amended from time to time.

"Zoning Ordinance": Village of Lombard Zoning Ordinance known as Title 15, Chapter 155 of the Lombard Municipal Code, as amended from time to time.

SECTION 3. CONFLICT WITH MUNICIPAL CODE

In the event and to the extent that any of the provisions of this Agreement are deemed to be in conflict or inconsistent with any provision(s) of the Lombard Municipal Code, the provisions of this Agreement shall control and, to the fullest extent allowed by law, such provision(s) of the Lombard Municipal Code shall be deemed to be waived, amended, or not to apply to the Property pursuant to the Planned Development approval extended to the Property and/or the contractual agreements of the parties hereto. In addition, the Village agrees that no

ordinance, now existing or hereafter enacted, regulating condominiums shall be applicable to Lot 2 to the extent that the requirements of such ordinance are more restrictive than those of the Illinois Condominium Property Act, as amended from time to time.

SECTION 4. ZONING.

A. Rezoning.

Upon annexation of the Property to the Village, the Corporate Authorities have rezoned and classified the entire Property from R-1 Single Family Residence District to the B-3 Community Shopping Center District and approved a conditional use for a Planned Development for the Property. All regulations of the B-3 Community Shopping Center District shall apply except as modified by the Annexation Agreement, the Planned Development Ordinance, or this Development Agreement.

B. Plan Approval and Reference.

The Property shall be developed as a B-3 Planned Development in accordance with the Annexation Agreement, this Agreement, and the Planned Development Ordinance and in compliance (or in the case of preliminary plans substantial compliance) with the following plans and exhibits which the Village has approved or hereby approves:

1. Exhibit B: B-3 Final Planned Development Plan
2. Exhibit C: B-3 Landscape Plans (Sheets L1-L3)
3. Exhibit D: B-3 Signage Plan
4. Exhibit E: B-3 Lighting Plan
5. Exhibit F: Final Subdivision Plat
6. Exhibit G: Special Assessment Improvements list
7. Exhibit H: Public Improvements list
8. Exhibit I: Private Improvements list
9. Exhibit J: B-3 Use Chart
10. Exhibit K: Stormwater Maintenance Agreement

In the event, and to the extent, the Planned Development Ordinance, which is hereby incorporated by reference, by its terms and conditions requires that the Property development proceed in a manner inconsistent with or per terms and conditions in addition to the terms of this Agreement, the Planned Development Ordinance shall control. In addition, prior to July 20, 1998, Owner or Developer shall submit a landscape plan for improvements on Lot 4 from the high water mark to the lot boundary for Plan Commission review and approval.

Any major deviation from the Final Engineering Plan shall require a Planned Development amendment.

C. Permitted, Conditional, and Prohibited Uses/Liquor

1. The Village acknowledges that the Planned Development Ordinance grants a conditional use to permit more than one principal building on any of Lots 2, 5, 6, or 7 and for more than one principal building on Lot 5 to utilize easements and/or air rights over Lot 4. For purposes of this Agreement, multiple principal buildings on or over such lots shall be deemed permitted uses.

2. Uses on the Property shall be permitted, allowed as a conditional use only, or prohibited, all in accordance with the use listings set forth on the B-3 Use Chart attached hereto as Exhibit J. The Director of Community Development may determine zoning compliance for land uses which, although not identified by name on Exhibit J, are deemed to be similar and nature and clearly compatible with the uses on Exhibit J.

3. Any use which this Agreement allows as a permitted use but which the Lombard Zoning Ordinance allows in a B-3 District only as a conditional use shall not be deemed to be a use exception for purposes of site area or floor area limitations which the Lombard Zoning Ordinance imposes on use exceptions within a planned development. The Village further acknowledges and agrees that the Planned Development Ordinance grants any and all variations or other relief necessary to exempt such uses from any such restrictions, but to the extent any further relief from the Lombard Zoning Ordinance is necessary to effectuate the intention of the Parties in this respect, the Village agrees to promptly take all necessary action required and allowed by law to effectuate such intent.

4. To the fullest extent the Village is authorized by law to regulate satellite dishes, absent any grant of variation, each building on a Site shall be entitled to the use of 3 but no more than 3 satellite dishes. The location and screening of satellite dishes shall be subject to the Site Plan approval process provided for in Section 5.I of this Agreement.

5. Notwithstanding anything to the contrary in this Agreement, there shall be no more than 240,000 square feet of gross floor area of retail uses in total on the Property. No Site(s) shall be developed with a retail use structure having a building footprint that exceeds 65,000 square feet. No attached retail uses shall have a gross floor area which exceeds 130,000 square feet. A retail use shall be a use primarily directed to the sale of goods or commodities directly to the ultimate consumer, not including restaurants or cafes.

6. Notwithstanding anything to the contrary in this Agreement or the Lombard Zoning Ordinance, open air, partially enclosed, or screened in uses on Lot 5 (which may or may not extend over or upon Lot 4) which are part of or associated with permitted restaurant uses shall be permitted uses rather than conditional uses.

7. The Village acknowledges that the proposed development of the Property may include restaurants, hotels, and other uses that, to offer the complete service necessary to their economic viability, may require a liquor license. The Village confirms that it has, as a matter of principle and overall Village planning, no objection to one or more establishments on the Property obtaining liquor licenses from the Village. To the extent necessary to make such liquor licenses available to the users of the Property, the Village agrees to amend its ordinances to provide and allow for the creation of additional liquor licenses which shall be available to the users of the Property provided that such user(s) make proper application and meet all requirements of all applicable law. The location of any such liquor establishments on the Property shall be in accordance with good planning standards and all provisions of applicable law. The Village's refusal to issue licenses on the basis that the request is not in compliance with good planning standards shall be exercised only in cases of a clear abuse of such reasonable standards.

SECTION 5. DEVELOPMENT.

The development of the Property shall comply with the plans which are exhibits to this Agreement, the Annexation Agreement, the Planned Development Ordinance, the Lombard Municipal Code except as the provisions thereof may be inconsistent with any of the aforesaid or with the provisions of the Annexation Agreement, the Planned Development Ordinance or this Agreement, and the following regulations:

A. Height

1. The height and story limitations of the Lombard Zoning Ordinance for the B-3 District shall not apply to the Property, provided, however, that no building shall exceed 100 feet in height and no non-residential building shall be located closer to 22nd Street, Meyers Road, Butterfield Road or a residentially zoned property at a distance which is less than the sum of (a) the applicable yard or setback requirements of the B-3 District, and (b) the number of feet of height of the building in excess of 30 feet.

2. Any residential building on Lot 2 shall be set back from 22nd Street and from Meyers Road a distance no less than 30 feet and shall not exceed four stories or 50 feet in height, except that developments given Site Plan approval and which substantially conform to the plan of residential development approved by the Village for Lot 1 may include four story buildings to front on 22nd Street with five story buildings not exceeding 50 feet in height to be located to the south of the four story buildings.

B. Yard and Setbacks

1. No yard, setback, or perimeter landscape area requirements shall apply to Lot 5 with respect to that lot's relation to Lot 4. In addition, the Village hereby agrees to permit,

subject to Site Plan approval, development on Lot 5 that utilizes easements and/or air rights over Lot 4 for open air, partially enclosed, or screened in uses.

2. In the event that the Village enters into a development agreement with the Owner and Developer of Lot 1 securing agreements and covenants that the owner(s) of Lot 1 shall establish all or part of a 30 foot transitional landscape yard along Lot 1's common boundary with the Property (with the possible exception of Lot 1's common boundary with Lot 2 as set forth below), no Site on the Property will be required to provide any perimeter or transitional landscape yard along said common boundary with Lot 1 except as may be necessary to supplement the yard to be provided on Lot 1 so that a total transitional landscape yard of 30 feet is provided. However, a minimum of 5 feet of landscaped area shall be provided and maintained between any perimeter fencing on Lot 1 and any parking area constructed on Lot 6. To the extent any sidewalks substantially parallel to Lot 3 are required or provided, such sidewalks shall be allowed within the 30 foot transitional landscape yard. Further, in the event Lot 2 is developed for a residential use substantially conforming to the plans the Village has approved or may approve for Lot 1, then the transitional landscape yard provisions of the Lombard Zoning Ordinance shall not apply to the common border of Lot 1 and 2 and the aforesaid 30 foot transitional landscape yard on Lot 1's common border with Lot 2 need not be assured or provided but a 30 foot transitional landscape yard must be established and maintained on Lot 2's common border with Lot 3 except for the area shown on the Final Plan of Planned Development for the entry signage at Meyers Road.

3. No yard, setback, or perimeter landscape area requirements shall apply to any of Lots 2 through 7 to the extent exceptions are provided for streets, parking areas or intersecting sidewalks as set forth in Subsection 5C below.

4. For any Lot or Site that does not adjoin a public right-of-way, such Lot or Site's front property line and front yard shall be the line and yard most oriented to the private roadway within Lot 3. All front yard or front setback requirements, when measured from Lot 3 shall be no less than 30 feet from back of curb; if the Lot or Site is not adjacent to Lot 3 or a public right-of-way, the front yard and front setback requirement shall be no less than 15 feet from the Lot or Site property line most oriented to Lot 3.

5. Setbacks from Fountain Square Drive (Lot 3) shall be 20 feet on both sides.

C. Streets, Parking and Sidewalks

1. Except as shown on the Final Engineering Plans, the Village shall not require that the Property be improved with any public or private streets, sidewalks, bikeways, pedways or the like; provided, however, with respect to Site Plan approval for individual Sites on Lots 2, 5, 6, or 7, the Village may require that such Sites include such on-site service walkways, walkways adjacent to the building(s), drive aisles, access aisles or private streets as the Village may deem necessary in the reasonable exercise of its discretion consistent with the requirements of the

Lombard Municipal Code. Further provided, in the event of any discrepancy between the Final Engineering Plans and the terms and conditions of the Planned Development Ordinance, the Ordinance shall control as to the requirements for providing sidewalks, bikeways, pedways or the like. In the event any private streets are required to provide access to Sites without direct access to the private street located within Lot 3, such streets shall not be required to have a pavement width exceeding 24 feet (27 feet from back of curb to back of curb) nor landscape areas adjacent to curb greater than 5 feet along each curb.

2. Lots and/or Sites on the Property need not front on a public street if the Village is provided reasonably satisfactory evidence that such lots or Sites have adequate access to a public street by reason of common area drives or easement rights over private drives.

3. Any Lombard ordinance, standard, rule or regulation requiring that a minimum five foot perimeter landscape area be maintained on a lot is subject to the following exceptions in addition to any other exceptions provided in this Agreement:

a. Uses on separate Sites shall be allowed to establish shared and/or connecting drive aisles and/or walkways which may extend through any perimeter landscape areas;

b. Uses on separate Sites shall be allowed to establish shared drive aisles or private streets along and over the Sites' common boundary so long as a five foot landscape area is provided along each curb;

c. Where the Village gives Site Plan approval for two or more Sites to utilize a shared parking arrangement, such approval can allow for elimination of perimeter landscape areas at Site boundaries where parking facilities will be shared;

d. Where the Village gives Site Plan approval for Sites to establish adjacent or shared loading or service areas along the common boundary of Sites, such approval can allow for elimination of perimeter landscape areas at Site boundaries where such facilities will be located;

e. Where Lot 2 and Lot 1 share a parking area, private street or drive aisle at or over the common boundary of the Lots as shown on the approved Preliminary Planned Development Plan for Lot 1.

4. Off-street parking facilities for different buildings, structures or uses, or for a mixed-use building or structure, may be provided collectively and permitted for two or more users, whether such users are on the same Site or more than one Site. In the event two or more users with complementary parking demand apply for Site Plan approval which includes a total number of parking spaces less than cumulatively required for all uses on such Sites, or where the parking on any one of the Sites proposed for a shared parking arrangement is less than required by the Lombard Zoning Ordinance, Site Plan approval may be denied on such grounds unless the applicants provide satisfactory evidence to the Director of Community Development that the

cumulative parking proposed to be provided will be sufficient for all proposed uses of such Sites and that appropriate agreements and protections, subject to Village approval as to form and content, will be made to ensure the continued availability of adequate parking for all proposed and future users of all such Sites.

5. In the event Lot 2 is developed with multifamily residential structures similar to those the Village approves for Lot 1, Lot 2 need not provide the number of parking spaces required by the Lombard Zoning Ordinance if the owners of Lot 2 secure covenants and agreements from the owners of Lot 1 which cannot be abrogated or modified without the Village's approval, to utilize a sufficient number of parking spaces on Lot 1 so that the total parking spaces available to Lot 2 residents and visitors meets the parking requirements of the Lombard Zoning Ordinance; provided, the total number of parking spaces on Lots 1 and 2 must meet the cumulative requirements of the Lombard Zoning Ordinance for Lots 1 and 2.

6. Along the east and south lot lines of Lot 5 only, up to 1-1/2 feet of the required length of a surface parking space may be provided outside of a curb and in an area which overhangs landscape areas on Lot 5 or Lot 4 unless the overhang interferes with any planted materials which are required as part of any approved landscape plan or Site Plan.

7. The sight triangle shall be represented on all plans as appropriate and no deviations are permitted.

8. No parking shall be allowed within five feet (5') of the utility line. The Village shall not be responsible for restoration of landscaping, parking areas or drive aisles where an easement exists.

9. Where feasible, Owner or Developer shall provide islands within Fountain Square Drive (Lot 3).

10. An easement to the Village for emergency access to the current Northern Baptist Theological Seminary property immediately west of the Property shall be provided. In the event that an alternative emergency access is secured which meets the approval of the Director of Community Development, the Village shall agree to the release and abrogation of the easement.

D. Open Space

The open space requirements of the Lombard Zoning Ordinance shall be applied to the Property in whole and not to individual Sites. At all times the Property shall include not less than 30 percent of its area as open space. Pond surfaces shall be counted as open space.

E. Design Standards

1. Any residential development on Lot 2 shall be consistent and compatible with the design and materials of residential development on Lot 1.

2. In the Site Plan approval process, the Village may consider the compatibility of the architecture, design and materials proposed for development of a Site with the design and materials used or proposed to be used for other Sites and/or for Lot 1 residential development. Development shall be uniform in quality of design and quality of materials with other development approved or proposed for the Property and for Lot 1. Exterior building finishes shall consist primarily of masonry or stone but may incorporate glass and/or cedar elements. Office buildings may have glass exteriors.

3. All outdoor trash collection areas shall be screened on all four sides with a masonry wall uniform with the principal building; such areas shall be located no closer than 15 feet to any other structure unless protected with approved automatic fire sprinklers.

4. Loading berths and/or docks shall be screened to the fullest extent practicable.

5. The B-3 Landscape Plans attached hereto as Exhibit C is approved and accepted by the Village in satisfaction of all right-of-way and perimeter landscaping requirements for the Property notwithstanding any provision of the Lombard Municipal Code to the contrary. Unless necessary in accordance with good planning practices or proposed by an applicant for Site Plan approval, Site Plan approval for individual Lots or Sites will not be subject to any requirement to provide any additional trees or shrubs at the perimeter of the Property, nor any additional right-of-way trees unless the Lot or Site derives access from a private street other than the private street within Lot 3. The right-of-way landscaping as shown on Exhibit C shall not take the place of any landscaping required at the perimeter of a parking lot shown on any individual site plan. In the Site Plan approval process for any Lot or Site, when a Lot or Site boundary is not at the perimeter of the Property, the Village may allow the Site Plan to deviate from any or all Code requirements relating to perimeter trees or landscaping if same is in accordance with good planning practices.

6. Notwithstanding any other provision of this Agreement or any exhibit incorporated herein, the lighting fixtures to be utilized, if available, for all private roadway lighting and parking lot lighting shall be uniform. The Village hereby approves Kim Archetype Model AR for such purposes.

7. Weather permitting, no later than 6 months following completion of mass grading, any Site which is not under construction pursuant to permits issued by the Village shall be seeded and thereafter maintained in a slightly condition as turf until construction commences.

F. Signage

1. The common signage for the Property shall conform to the B-3 Common Signage Plan attached hereto as Exhibit D and shall be located as shown on the Final Plan of Planned Development attached hereto as Exhibit B. Owner and/or Developer shall reserve or grant any easements necessary for the establishment and maintenance of said signs and associated landscaping in the event said signs are to be provided within easements on a Site rather than on commonly owned areas. Said signs shall be allowed notwithstanding any provision of the Lombard Municipal Code to the contrary. In the event Lot 2 is developed with residential uses, the owner(s) of Lot 2 shall have the right to construct and maintain a subdivision identification sign as shown on Exhibits B and D attached hereto; provided, however, that the location but not the sign area or design of Monument Sign C on Exhibit B is approved and if Lot 2 is developed residentially the applicant for Site Plan Approval shall submit for review and approval an alternative sign proposal which shall not exceed the sign surface area allowance of the Sign Ordinance.

2. Upon the Parties entering into an easement agreement with respect to placement and maintenance, the Village shall have the right to place and maintain a sign and associated landscaping, approved by Owner in the reasonable exercise of its discretion, at a mutually acceptable location at the southeast corner of the Property which shall contain no message other than identifying the Village or welcoming the public to the Village. The Owner and/or Developer shall have the right but not the obligation to install and maintain such sign and associated landscaping which the Village provides.

3. To the extent that the Village of Lombard Sign Ordinance bases signage rights and regulations on street frontage, any frontage on private streets on the Property also shall be considered to satisfy public street frontage criteria or requirements.

G. Temporary Structures

Owner and Developer, their contractors, subcontractors, suppliers and representatives shall have the right to maintain temporary offices, structures, trailers and facilities on any part of the Property under development, and to use said facilities for sales purposes and for the purposes of storage of construction materials, supplies and equipment, any ordinance, regulation or rule of the Village to the contrary notwithstanding. Such facilities, other than trailers and storage facilities, shall require a permit from the Village and have a hard surface parking area approved by the Director of Community Development or his/her designee. Such structure and storage shall be maintained in a safe and sanitary condition and shall be located no closer than 200 feet away from any residential area. Provided, however, that the 200 foot limitation shall not apply to any sales office, structures or storage used for residential development occurring or proposed for Lot 1 or Lot 2, and such temporary facilities may be established on Lot 2 for development of Lot 1 if allowed by private agreement and in accordance with the foregoing conditions.

H. Irrigation

Owner and Developer shall have the right to install, use and maintain private irrigation systems on the Property for the use and benefit of the Property utilizing water supplied from the detention/retention ponds constructed on the Property provided such use presents no threat of contamination of the Village's water system. No irrigation system may be established without a permit issued by the Village. Any irrigation system structures must be constructed to be consistent and compatible with other development on the Property.

I. Subdivision and Site Plan Approval

1. Village acknowledges that it has approved a Final Plat of Subdivision and Final Engineering Plans for the Property and agrees to cause to be recorded the Final Plat of Subdivision and any other documents which are required to be recorded by the agreements of the parties, Village ordinance, or other applicable law, as soon as practicable upon the satisfaction of all applicable conditions.

2. Owner and/or Developer shall grant or dedicate to Village and all other necessary parties all easements required by the Final Plat of Subdivision in conformance with the Lombard Subdivision and Development Ordinance or as otherwise approved by the Director of Community Development. All utility easements shall allow for a minimum 10 foot separation between utilities and shall provide no less than 15 feet from the centerline of the outermost utility to the nearest parallel boundary of the easement. The Village shall not be responsible for restoration of landscaping, parking areas or drive aisles where an easement exists. No parking shall be allowed within five feet (5') of the utility line.

3. The Parties agree that Owner shall retain the right to resubdivide the Property or any part thereof, subject to compliance with the Subdivision and Development Ordinance relative to the approval process, without the necessity of amendment to this Agreement or the Annexation Agreement.

4. Village acknowledges and agrees that Owner and Developer may enter into ground leases with one or more prospective tenants/users and that such leases may provide for the lessees' rights to be converted to legal title upon a resubdivision of the Lot (2, 5, 6 or 7) in which the leased area is located. Village has the right but not the obligation to require Owner or Owner's nominee(s) to petition the Village to resubdivide at such time as all the area of any of Lot 2, 5, 6, or 7, respectively, has been granted Site Plan approval. Prior to any such resubdivision of Lots 2, 5, 6, or 7, more than one principal building and more than one principal use will be permitted on any of Lots 2, 5, 6 or 7 and Owner or any person authorized by Owner may submit a Site Plan(s) showing all proposed improvements for development of all or part of such lot(s) to the Director of Community Development for approval in the manner provided in the Annexation Agreement. In reviewing the Site Plan, the Village shall apply all provisions of the Lombard Municipal Code, except as modified by the Annexation Agreement, the Planned Development Ordinance or this Agreement, to the Site as if it was a subdivided lot, the intent being that if and when such Site is converted to a subdivided lot by resubdivision of the relevant

Lot 2, 5, 6 or 7 the applicable requirements of the Lombard Municipal Ordinance shall have been imposed on the Site by the Village in the Site Plan approval process.

5. Applications for Site Plan approval shall include the following and such other documents as the Director of Community Development may reasonably require to ensure compliance with all applicable agreements, ordinances, and regulations:

- (a) A Site Plan of the Site;
- (b) A Site Plan of the entire subdivision (Lot 1 through Lot 7 of Fountain Square Subdivision);
- (c) Final Engineering Plans which are consistent and conform to the Final Engineering Plans approved for the Property and which include information regarding remaining available capacity in the stormwater management facilities for the Property;
- (d) A Traffic Study, including information regarding remaining available vehicle trips according to the Traffic Study for the Property;
- (e) Elevations of proposed buildings;
- (f) Landscape Plans for the Site;
- (g) Sample materials and colors of proposed buildings;
- (h) As may be applicable to the Site, any emergency access routes for properties lying west of Lot 7; and
- (i) An isometric drawing of a view from the twelfth story of the closest Oakbrook Tower building looking at the roof top of the building(s) for which Site Plan Approval is sought.

Site Plan approval shall not be delayed or denied due to any delay or denial of Site Plan approval submittals for another Site(s).

6. Site Plan approval submittals shall include plans for all on-site improvements, if any, which are required by the Lombard Subdivision and Development Ordinance or Zoning Ordinance if the Village reasonably determines that such improvements should be required for the proposed use and development of the Site.

7. The Village acknowledges and agrees that Lot 2 may be developed either with commercial or residential uses as allowed by this Agreement. In the event that the Village grants Site Plan approval for Lot 2, such approval shall remain in force and in effect unless and until an alternative Site Plan approval is granted for Lot 2 and construction commences pursuant to such alternative approval.

SECTION 6. MAINTENANCE OF DEVELOPMENT

A. Obligation

All commonly owned areas of the Property, including stormwater management areas, floodplains, open space, private streets, common landscaping and common signage shall be regularly maintained by Owner or a property owner's association. Any declarations, covenants, easement agreements or other documents which shall be recorded against the Property providing for such common areas maintenance shall include provisions giving the Village the right to enforce the obligations therein relating to the maintenance of all Storm Water Control Facilities. Ownership of the Property shall not be divided unless and until appropriate declarations, covenants, easement agreements or other documents have been recorded in a form and manner approved by the Director of Community Development and Village Attorney.

B. Evidence of Lot 1 Rights

Owner and/or Developer shall provide the Village with satisfactory evidence of the drainage and storm water management easement rights of the owner(s) of Lot 1 over and upon the Property, which rights shall not be abrogated or modified without the written consent of the Village.

C. Lot 2 Rights and Obligations

1. The parties hereto acknowledge and agree that Lot 2 need not directly participate in any ownership rights or maintenance obligations with respect to common areas on the Property unless and until Lot 2 is developed with a use that will take its vehicular access off of Lot 3; if Lot 2 is so developed, however, Lot 2 shall directly participate in the ownership rights and maintenance obligations with respect to the common areas on the Property and Lot 2 shall be subject to the same obligations to the Village as the remainder of the Property, including the Village's lien rights for failure of maintenance. Accordingly, at the option of Owner, any and all agreements, declarations, easements or covenants made with respect to the ownership or maintenance of common areas need not provide for any ownership rights or obligations applicable to Lot 2 unless and until a building permit is obtained for Lot 2 for a use which will have vehicular access off Lot 3. Nothing in the foregoing prohibits a fee being charged or assessed to Lot 2 at any time for the use and maintenance of the common areas of the Property or permits the owners from abrogating the easement rights of Lot 2 with respect the drainage and storm water management of the Property.

2. In the event that Lot 2 is developed with multifamily housing similar to the structures which the Village has approved for Lot 1, the owners of Lot 1 and 2 shall have the right but not the obligation to establish a common homeowners' association and to provide for common ownership, rights and obligations regarding the common elements of Lot 1 and Lot 2.

D. Division of Rights

The Owner may but need not provide for the rights, obligations, and/or ownership interests respecting common areas to be based on acreage ratios rather than equal undivided interests.

E. Storm Water Management Agreement

The storm water control facilities as indicated on the Final Engineering Plan shall be subject to the requirements of the Storm Water Maintenance Agreement attached hereto as Exhibit K. Execution of this Agreement shall constitute execution of the Storm Water Maintenance Agreement and no separate execution thereof shall be required.

SECTION 7. CONSTRUCTION SCHEDULE/IMPROVEMENTS

A. The Village acknowledges and agrees that any demolition and excavation/fill work commenced pursuant to permits issued for the Property by DuPage County prior to annexation to the Village may continue uninterrupted if not completed by the time of annexation. Further, the Village will issue any and all necessary permits with respect to such work to allow the uninterrupted progress of the work within the scope of the County permits regardless of any other provisions of this Agreement or any provisions of the Lombard Subdivision and Development Ordinance to the contrary.

B. The Village, BTS and Developer agree to use all reasonable efforts to expedite the necessary and lawful procedures for the Village to construct the Special Assessment Improvements as provided in the Annexation Agreement. In any bidding and contracting the Village shall impose reasonable timeliness requirements on bidders and contractors designed to provide for completion of the Special Assessment Improvements at the earliest practicable date. The Village also shall advise bidders and contractually require contractors of the need to coordinate the work with contractors retained by BTS, Developer, or others who may be working at the Property. It is the mutual desire and intent of the parties to commence the statutory process for authorization of the Special Assessment Improvements as soon as possible following annexation of the Property and to commence the work in Spring 1998 or as soon as weather permits, to be completed, if reasonably practicable, in Autumn 1998. Owner and Developer hereby agree that Village, its contractors and subcontractors, shall have the right to enter the Property as reasonably required to construct the Special Assessment Improvements.

C. Commencement of construction of any Public Improvements (which does not include Special Assessment Improvements) listed on Exhibit H may begin only after Owner or Developer has delivered one or more Irrevocable Letters of Credit in a form reasonably satisfactory to the Village in an amount equal to 115% of the Owner's Engineer's estimate of cost of construction as approved by the Village's engineer (including, if applicable, water distribution system, sanitary sewer system, and storm sewers) with appurtenances; storm water control

systems (including retention or detention ponds, drainage ways and related facilities); streetscape improvements (streets, curbs, gutters, sidewalks, streetlights, and parkway landscaping); and all related grading improvements.

D. Owner and/or Developer agree to cause to be made on the Property with due dispatch and diligence, such improvements required of them by this Agreement. Owner and/or Developer will, when required to bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said improvements, to the end that said improvements will be duly and satisfactorily completed within the time or times herein mentioned. Owner and/or Developer agrees that all work in the construction of said improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its reasonable approval. Owner and/or Developer will at their expense furnish all necessary engineering services for said improvements.

E. The improvements subject to the Letter of Credit shall be completed within 24 months of recording of the final Plat of Subdivision unless otherwise extended by amendment to this agreement by the Corporate Authorities. All Letters of Credit, assurances, guarantees, acceptances, and related matters shall comply with the Lombard Subdivision and Development Ordinance except as may be modified by this Agreement. The construction of improvements by BTS and/or Developer and issuance of approvals by the Village shall comply with the following schedule:

1. Sediment and Erosion Control: Sediment and Erosion control measures shall be implemented as per the Subdivision and Development Ordinance prior to building permits or authorization to proceed with mass grading or other improvements to the Property. Said measures shall be maintained during the entire construction process and shall be inspected and repaired as necessary after each significant rainfall. Failure to do so may result in the issuance of a stop work order for any outstanding public improvements or building permits.

2. Authorization to proceed with public improvements: Upon receipt of all required fees, approval of the Letter of Credit, recording of this Agreement and the Final Plat of Subdivision, and implementation of Sediment and Erosion Control measures, the Village will give BTS and/or Developer authorization to begin public improvements.

3. Construction of Storm Water Control Facilities: The storm water detention pond(s) and a storm water management system for that portion of the Property upon which construction activities have begun is to be operational prior to the issuance of any building permits for any above-foundation construction unless the Director of Community Development approves temporary storm water control facilities. An operational storm water detention pond and storm water management system means that the volume of the storm water detention pond is adequate for the flow being directed to it and the restrictor outlet is in place and that the system

has been reviewed and approved by the Director of Community Development. Final grading and landscaping of the detention pond(s) shall be completed in conjunction with final landscaping.

4. Foundation-Only Permits: Foundation-only permits may be issued upon completion of adequate construction access to the corresponding building sites. Adequate access shall mean a maintained gravel access road.

5. Building Permits: Building permits may be issued in accordance with subparagraph 3 above and upon provision of adequate emergency access to the building site (gravel sub base) and an operational fire hydrant, with a flow of 1,000 gpm, within 300 feet of the subject building site or such alternative fire protection measures as may be approved by the Lombard Fire Chief in his sole discretion.

6. Sales office and model dwelling unit: A Certificate of Occupancy for a sales office or model dwelling unit (which may be used as a sale office) shall be issued upon inspection and approval of said buildings by the Director of Community Development or his/her designee and provision of a paved access for the sales office or model dwelling unit subject to the terms and provisions of this Agreement regarding sales offices and model dwelling units. Access and parking areas shall be subject to the review and approval of the Director of Community Development.

7. Certificates of Occupancy: Issuance of a Certificate of Occupancy for other than a sales office or model dwelling unit shall occur upon satisfactory completion of the following:

(a) Inspection and approval by the Director of Community Development or his/her designee, which shall not be withheld unreasonably or without specifying in detail all reasons for failure to approve;

(b) Completion of the water distribution system including testing and chlorination. No occupancy permits shall be issued until the water distribution system has been looped;

(c) Completion of the sanitary sewer system to that building;

(d) Installation of any required sidewalks across the frontage of the subject building site;

(e) Landscaping of the subject building site must be substantially completed, including parkway trees, final grading and ground cover. This condition may be waived, however, by the Director of Community Development due to winter conditions if a Letter of Credit in favor of the Village is posted for such work;

(f) Record drawings (as built) of the detention pond and of the sanitary sewer and domestic water facilities required to serve that building shall be submitted for approval prior to issuance of a Certificate of Occupancy; provided, that the Director of Community Development may extend the time for submission in whole or in part when the Director has determined that the work may be delayed due to winter conditions, if such work is secured by a Letter of Credit in favor of the Village;

(g) Provision of a hard surface or asphalt base of the private street system primarily serving the subject building and either a turnaround capability for a fire truck or an all-weather gravel base through the development in a manner to provide a second means of emergency access for each building;

(h) Substantial completion of all necessary parking and private street access to public roads; and

(i) Prior to substantial completion of the Butterfield Road Improvements and Meyers Road Improvements, no more than 300,000 square feet of floor area shall be issued Certificates of Occupancy.

8. Other Improvements:

(a) Final grading and landscaping of the retention pond and similar common areas must be completed and planted prior to Winter 1998 or one year after the recording of the Final Plat of Subdivision, whichever is later.

(b) All other required landscaping and other public improvements shall be completed within 12 months of Final Plat approval.

9. Acceptance of Public Improvements: For any Public Improvements required to be provided by Owner and/or Developer, the following conditions of acceptance by the Village shall apply:

(a) Final Record Drawings (as built), including final grading and all utilities, shall be submitted for the review and approval of the Director of Community Development;

(b) The Design Engineer is to certify that the detention pond(s) was constructed in accordance with the Village's flood control ordinances, and that the project was constructed substantially to plan;

(c) All deficiencies described in the final punch list shall be satisfactorily completed and then approved by the Directors of Public Works and Community Development;

(d) A maintenance guarantee in the form of a Letter of Credit shall be submitted and approved. Said guarantee and Letter of Credit shall comply with the Subdivision and Development Ordinance;

(e) All easements as required relative to the Public Improvements shall have been granted and recorded.

(f) The Public Improvements to be dedicated to the Village shall be accepted by the Board of Trustees provided a Bill of Sale and a waiver of lien is provided to the Director of Community Development. Upon acceptance by the Board of Trustees, the Installation Guarantee (Letter of Credit) shall be returned;

(g) The maintenance guarantee (Letter of Credit), upon inspection and determination that no deficiencies exist, shall be returned at the time of its expiration.

10. Dedication and Acceptance of Public Improvements: Upon approval and acceptances of the aforesaid improvements by the Village, same shall become the property of the Village and subject to its control. If deemed necessary or desirable by the Corporate Authorities of the Village, a formal dedication or conveyance to the Village shall be made by the owner or owners. Public improvements shall be accepted by the Board of Trustees when all requirements as set forth herein have been satisfied at which time the condition and maintenance of said improvements shall be the sole obligation of the Village. The Village shall not be required to accept or maintain the storm water management facilities for the Property.

11. The rights of Owner and/or Developer to proceed with any work which, in accordance with this Agreement, shall be secured by a Letter of Credit, are conditional upon and subject to the delivery to the Village of such Letter of Credit, from a financial institution reasonably approved by the Village, and subject to the placing same on file after the approval of same by the Corporate Authorities in the reasonable exercise of their discretion.

12. Site Access: BTS and/or Developer (and their contractors) shall keep all streets which provide access to the Property reasonably clean from all mud, gravel and other debris caused by them, at all times during and after construction hours. In the event of a failure to comply to the reasonable satisfaction of the Village within three (3) hours of notification of deficiency, the Village shall have the right but not the obligation to take appropriate measures to cure the deficiency. The Village may charge the contractor, and the owner of the property benefitting from the contractor's work, for the costs of cure.

13. Traffic Controls: Owner and/or Developer shall install on-site traffic signs and other devices as required by the Village for the proper control of vehicles and pedestrians in the area.

SECTION 8. COMPLETION OF CONSTRUCTION.

The parties acknowledge that development of all of the Property may progress over one or more years. Accordingly, all provisions of the Lombard Zoning Ordinance which provide for expiration or revocation of variations or conditional use permits or other development approvals shall not apply to the Property.

SECTION 9. ANNEXATION AND VILLAGE SERVICE.

Upon adoption of the Annexation Agreement, it is hereby expressly acknowledged and agreed by the Village that the Village has the legal obligation to annex the Property into the corporate limits of the Village pursuant to the terms of the Annexation Agreement, and to supply or service the Property, or any residents thereon, with any Village municipal services including, without limitation, water, sewer (unless served by the Hinsdale Sanitary District), fire (unless served by the York Center Fire Protection District) and police protection.

SECTION 10. REMEDIES AND ENFORCEMENT.

The Village, BTS and Developer, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of the Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) day after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance. The remedy of specific performance shall not be exclusive of any other remedy available at law or in equity. In the event any of the Parties institute legal proceedings against any other party to this Agreement for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment in favor of the prevailing party all expenses of such legal proceedings incurred by the prevailing party, including but not limited to the court costs and reasonable attorneys' fees, witness fees and reimbursed expenses, expert witness fees, etc., incurred by the prevailing party in connection therewith (and any appeal thereof).

SECTION 11. EXERCISE OF RIGHTS.

The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest. No failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other rights.

SECTION 12. NATURE AND SURVIVAL OF OBLIGATIONS.

The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, shall constitute both the personal obligation of the party liable for its payment, and the successors of such party, and also a lien upon the Property until paid. The lien of the charges provided for herein shall be subordinate to

the lien of any mortgage now or hereinafter placed upon the Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

SECTION 13. TRANSFEREES AND RELEASE OF TRANSFEROR.

BTS and Developer acknowledge and agree that the obligations assumed by each of them respectively under this Agreement shall be binding upon them and any and all of their heirs, successors, and assigns and the successor owners of record of all or any portion of the Property, except owners of individual dwelling units but including any homeowners' or property owners' associations having ownership of common areas or elements. To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, BTS and Developer agree that this Agreement will be recorded as an Exhibit to the Annexation Agreement, as required by the Annexation Agreement, and that all terms, condition, and requirements of the Annexation Agreement with respect to the transfer of ownership and the assignment, assumption and release of liabilities under the Annexation Agreement also apply to this Agreement which is incorporated by reference in the Annexation Agreement.

SECTION 14. AUTHORITY TO EXECUTE.

The officers and/or managers, as the case may be, of BTS and Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of BTS and Developer respectively. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. BTS and Developer 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.

SECTION 15. SEVERABILITY.

In the event that 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. None of the Parties shall contest the validity, legality or enforceability of any phrase, article, or provision of this Agreement.

SECTION 16. TERM.

The provisions of this Agreement shall run with and bind the Property for the full term of the Annexation Agreement and shall inure to the benefit of, and be enforceable by, BTS, the

Developer, the Village, or any of their respective legal representatives, heirs, grantees, successors, and assigns.

SECTION 17. AMENDMENTS.

All amendments to this Agreement shall be in writing and be approved by the record owner(s) of the Property and the Village. Provided, however, that the approval of owners of individual dwelling units on Lot 2 need not be obtained if either (a) Owner or Developer have not yet turned over control of the development on Lot 2 to a homeowner's association, or (b) the homeowners' association is in control and approves amendment of this Agreement in accordance with its article, bylaws and rules.

SECTION 18. NOTICES.

All notices and other communication in connection with this Agreement shall be in writing, shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or three business days after deposits thereof in any main or branch United States post office, and shall be sent certified or registered mail, return receipt requested, postage prepaid, or by facsimile transmission which shall be effective only if receipt of transmission is confirmed by a transmission confirmation sheet, addressed as follows:

For notices and communications to the Owner:

Dr. Eugene F. Roop,
President
Bethany Theological Seminary
615 National Road West
Richmond, Indiana 47374
FAX: 765-726-2741

with a copy to:

Thomas F. Karaba
Crowley, Barrett & Karaba, Ltd.
20 South Clark Street Suite 2310
Chicago, Illinois 60603-1895
FAX: 312-726-2741

For notices and communications to the Developer:

Fountain Square of Lombard, LLC
c/o CHS DuPage One, LLC, Manager
Mr. Dennis Stine
The Shaw Company
Sears Tower
Suite 325
Chicago, IL 60606
FAX: 312-382-8815

with a copy to:

Robert J. Pugliese
Lord, Bissell & Brook
115 S. LaSalle Street
Chicago, IL 60603
FAX: 312-443-0336

For notices and communications to the Village:

President and Board of Trustees
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3926
FAX: 630-620-8222

with copies to:

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

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

(c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
Civic Opera Building
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
FAX: 312-984-6444

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the address or addressee of both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

SECTION 19. EXHIBITS.

Exhibits A through K attached to this Agreement are incorporated herein and made a part hereof by this reference.

SECTION 20. HEADINGS.

The headings of the sections, paragraphs, and other parts of this Agreement for convenience and reference only and in no way define, extend, limit or describe the scope of intent of this Agreement or the intent of any provision hereof.

SECTION 21. TIME OF ESSENCE.

Time is of the essence in the performance of all terms and provisions of this Agreement.

SECTION 22. COUNTERPARTS.

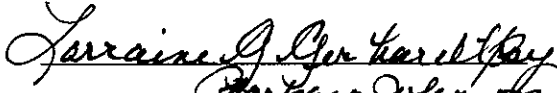
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

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

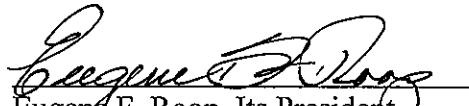
VILLAGE OF LOMBARD

By: 
Village President

ATTEST:

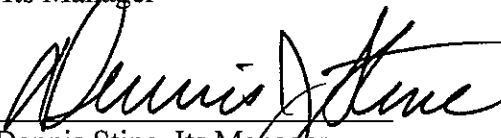

Lorraine J. Gerhardt
Debra Johnson
Deputy Clerk

BETHANY THEOLOGICAL SEMINARY

By: 
Eugene F. Roop, Its President

FOUNTAIN SQUARE OF LOMBARD, L.L.C.,
a Delaware limited liability company

By: CHS DuPage One, L.L.C.
a Delaware limited liability company,
Its Manager

By: 
Dennis Stine, Its Manager

WITNESS:



ACKNOWLEDGMENTS

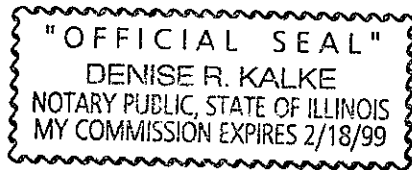
STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

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 Lorraine G. Gerhardt, personally known to me to be the Village 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 Village 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 23rd day of March 1998.

Commission expires 2/18, 1999.

Denise R. Kalke
Notary Public

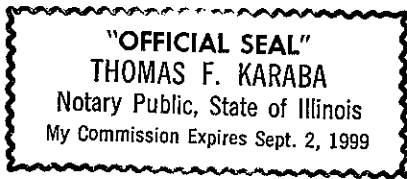


STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Eugene F. Roop, personally known to me to be the President of Bethany Theological Seminary, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, and that he appeared before me this day in Person and acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by the Board of Trustees of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 22nd day of March, 1998.

Commission expires September 2, 1999.



Thomas Karaba
Notary Public

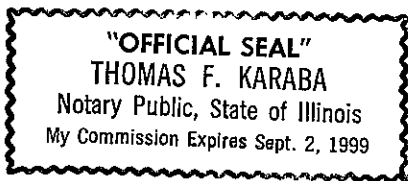
STATE OF ILLINOIS)
)
) SS
COUNTY OF DUPAGE)

On this 22nd day of March, 1998 before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Dennis J. Stine, being the person authorized by CHS DuPage One, LLC, a Delaware limited liability company ("Company"), to execute such instrument, to me personally well known, who stated that he was a Manager of said Company, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of March, 1998.

GIVEN under my hand and Notary Seal this 22nd day of March, 1998.

Commission expires September 2, 1999.



Thomas F. Karaba
Notary Public

EXHIBIT A

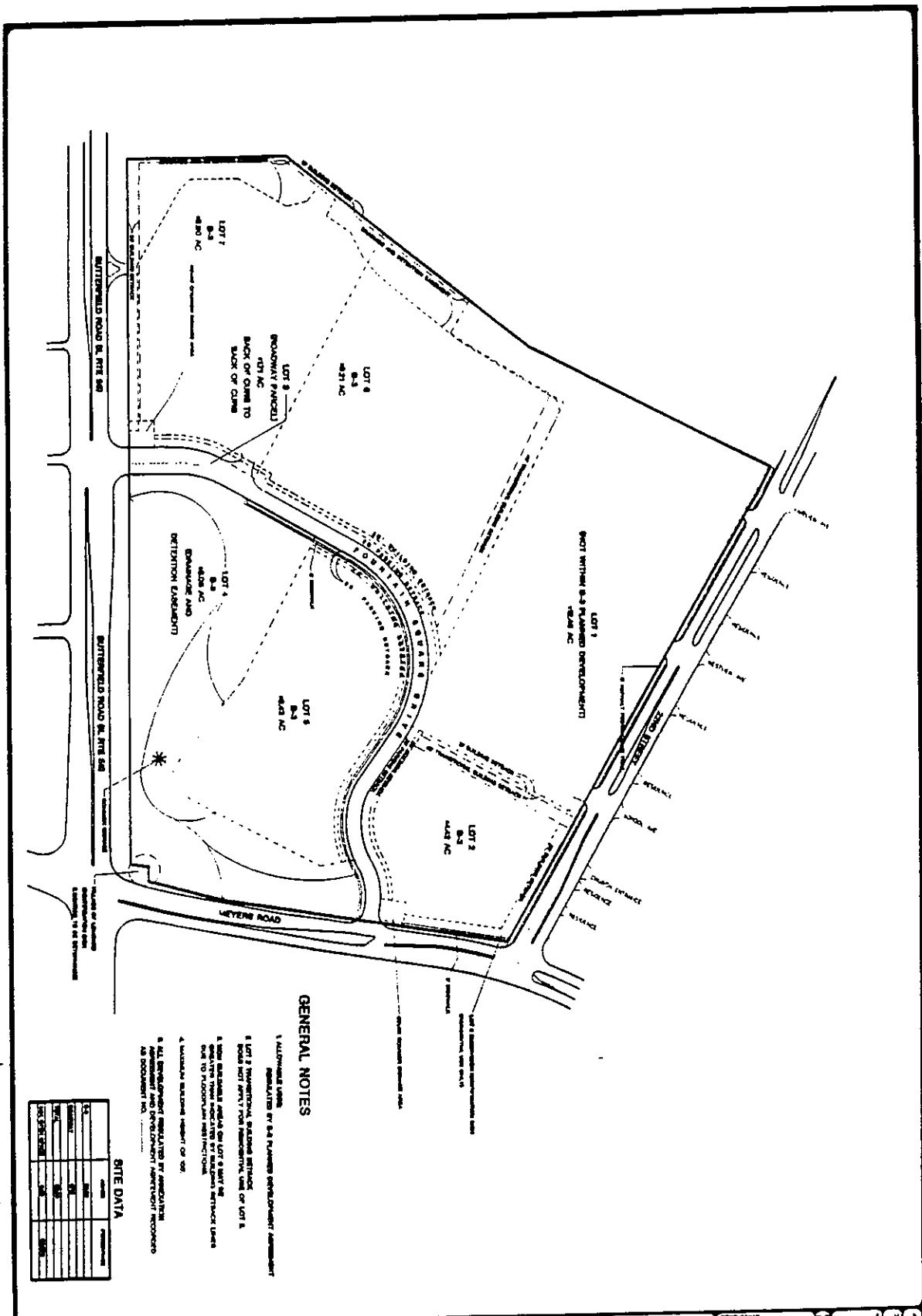
LEGAL DESCRIPTION LOTS 2 THROUGH 7

THAT PART OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28 TOWNSHIP 39 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 28 WITH THE SOUTHERLY LINE OF 22ND STREET AS DEDICATED PER DOCUMENT NO. 968458, SAID SOUTHERLY LINE BEING 50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, THE NORTH LINE OF SAID SECTION 28, SAID POINT OF COMMENCEMENT BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN BETHANY BIBLICAL SEMINARY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R62-17770 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS; THENCE SOUTH 87 DEGREES 12 MINUTES 47 SECONDS EAST ALONG SAID SOUTHERLY LINE OF 22ND STREET, BEING ALSO THE NORTHERLY LINE OF LOTS 1 THROUGH 9 IN SAID BETHANY BIBLICAL SEMINARY SUBDIVISION, A DISTANCE OF 928.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 12 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOTS 1 THROUGH 9 IN BETHANY BIBLICAL SEMINARY SUBDIVISION, AND ALONG A NORTHERLY LINE OF LOT 1 IN BETHANY THEOLOGICAL SEMINARY ASSESSMENT PLAT, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R65-11923, A DISTANCE OF 365.68 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 IN BETHANY THEOLOGICAL SEMINARY ASSESSMENT PLAT, SAID CORNER BEING THE INTERSECTION OF SAID SOUTHERLY LINE OF 22ND STREET WITH THE WESTERLY LINE OF MEYERS ROAD AS DEDICATED PER DOCUMENT NO. R62-38610; THENCE SOUTH 17 DEGREES 58 MINUTES 47 SECONDS EAST ALONG AN EASTERLY LINE OF SAID LOT 1 IN BETHANY THEOLOGICAL SEMINARY ASSESSMENT PLAT, BEING ALSO SAID WESTERLY LINE OF MEYERS ROAD, FOR A DISTANCE OF 728.86 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE OF MEYERS ROAD; THENCE SOUTH 11 DEGREES 49 MINUTES 43 SECONDS EAST ALONG THE WESTERLY LINE OF THAT PROPERTY CONVEYED TO THE STATE OF ILLINOIS IN DOCUMENT NO. R74-38421 FOR ROADWAY PURPOSES A DISTANCE OF 197.90 FEET TO THE NORTHERLY LINE OF THAT PROPERTY CONVEYED AND DEDICATED TO THE STATE OF ILLINOIS FOR A PUBLIC HIGHWAY PER DOCUMENT NO. 568067; THENCE SOUTH 62 DEGREES 59 MINUTES 13 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 36.85 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY CONVEYED AND DEDICATED PER DOCUMENT NO. 568067; THENCE SOUTH 17 DEGREES 58 MINUTES 47 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PROPERTY CONVEYED AND DEDICATED PER DOCUMENT NO. 568067, A DISTANCE OF 46.71 FEET TO THE NORTHERLY LINE OF BUTTERFIELD ROAD (F.A. 131) AS DEDICATED PER DOCUMENT NO. 386643, SAID LINE BEING ALSO THE SOUTHERLY LINE OF SAID LOT 1 IN BETHANY THEOLOGICAL SEMINARY ASSESSMENT PLAT; THENCE SOUTH 63 DEGREES 01

MINUTES 04 SECONDS WEST ALONG SAID SOUTHERLY LINE OF LOT 1, BEING ALSO SAID NORTHERLY LINE OF BUTTERFIELD ROAD, A DISTANCE OF 1779.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BEING ALSO THE SOUTHEAST CORNER OF THE RE-SUBDIVISION OF NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R89-143132; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE WESTERLY LIMITS OF SAID LOT 1 IN BETHANY THEOLOGICAL SEMINARY ASSESSMENT PLAT, BEING ALSO THE EASTERLY LIMITS OF SAID RE-SUBDIVISION OF NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION: 1) NORTH 27 DEGREES 13 MINUTES 58 SECONDS WEST A DISTANCE OF 406.05 FEET; 2) THENCE NORTH 11 DEGREES 50 MINUTES 22 SECONDS EAST, A DISTANCE OF 605.98 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 09 SECONDS EAST, A DISTANCE OF 94.07 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 51 SECONDS EAST, A DISTANCE OF 32.54 FEET; THENCE NORTH 04 DEGREES 22 MINUTES 37 SECONDS EAST, A DISTANCE OF 307.22 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 24 SECONDS EAST, A DISTANCE OF 778.64 FEET; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 345.50 FEET, HAVING A CHORD BEARING OF NORTH 81 DEGREES 17 MINUTES 30 SECONDS EAST, FOR AN ARC DISTANCE OF 120.52 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 21 SECONDS EAST, A DISTANCE OF 478.18 FEET TO SAID POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 38.591 ACRES, MORE OR LESS.



GENERAL NOTES

1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
2. LOT 2 REPRESENTS THE REMAINING PORTION OF THE 1.44 AC BOUNDARY FENCED AREA FOR LOT 1.
3. THE DETENTION EXCAVATION FOR LOT 4 SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETENTION EXCAVATION DESIGN AND TO CONFORM WITH THE DETENTION EXCAVATION DESIGN.
4. LANDSCAPE SHALL BE INSTALLED AS SHOWN.
5. ALL DEVELOPMENT SHALL BE REGULATED BY THE CITY OF CHICAGO AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND SHALL BE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE CITY OF CHICAGO.

SITE DATA

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			

SP

B-B FINAL PLANNED DEVELOPMENT PLAN

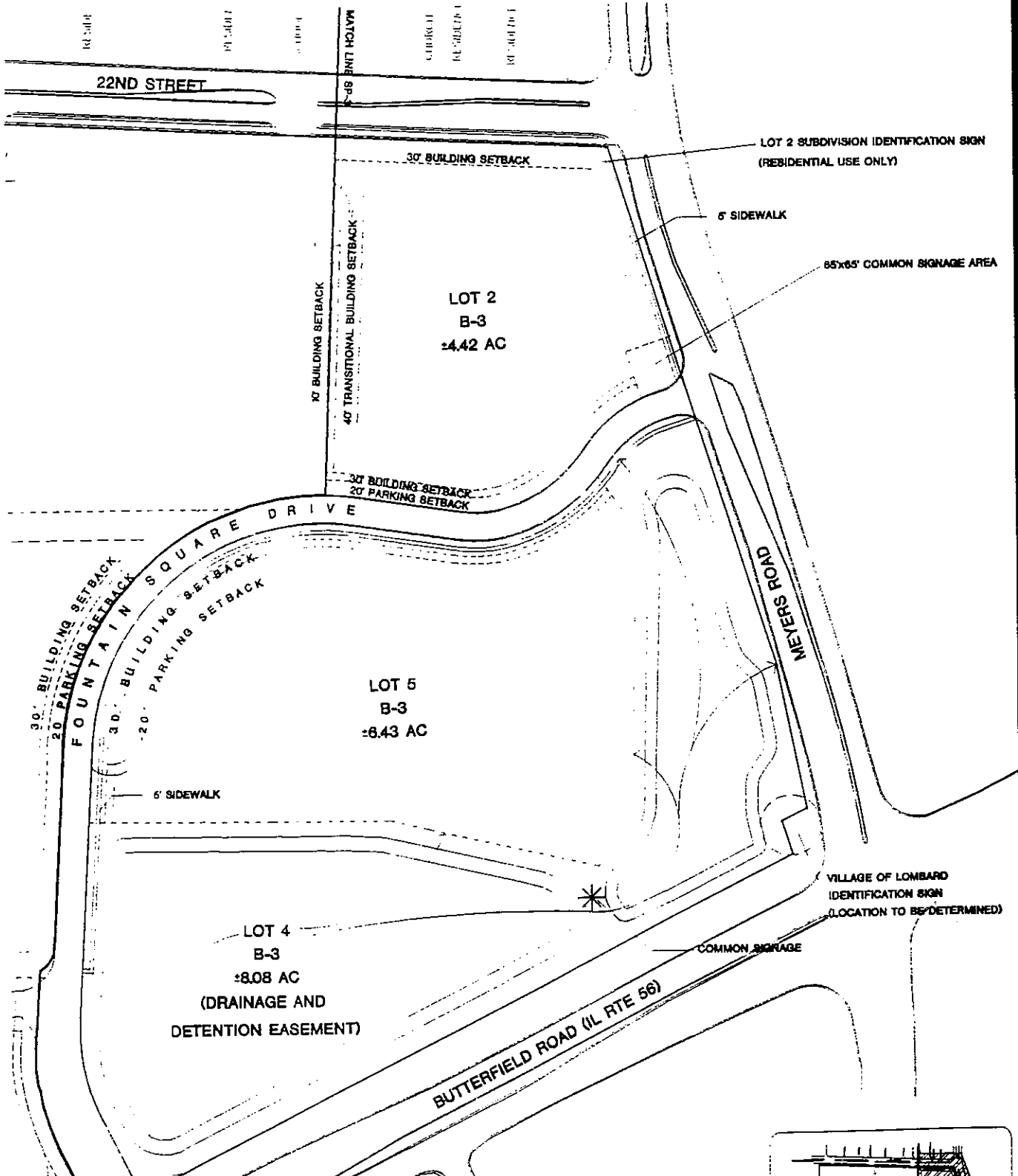


Lannert Group
 Landscape Architecture • Planning • Community Consulting
 311 North 2nd Street
 Suite 300
 Chicago, IL 60610
 Tel: 312.467.1111
 Fax: 312.467.1112
 www.lannertgroup.com

FOUNTAIN SQUARE OF LOMBARD, LLC
 145 West Hubbard
 Suite 1000, Suite 200
 Chicago, IL 60610
 Tel: 312.467.1111
 Fax: 312.467.1112
 www.fountain-square.com

CHICAGO
 DEPARTMENT OF
 TRANSPORTATION
 DIVISION OF
 PLANNING
 320 N. Dearborn Street
 Chicago, IL 60610
 Tel: 312.467.1111
 Fax: 312.467.1112
 www.cityofchicago.org

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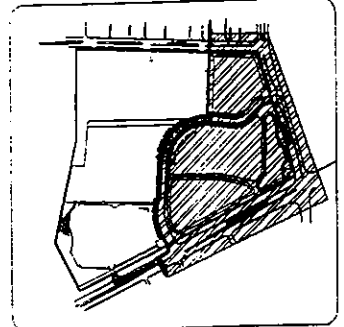


GENERAL NOTES

1. ALLOWABLE USER:
REGULATED BY B-3 PLANNED DEVELOPMENT AGREEMENT
2. LOT 2 TRANSITIONAL BUILDING SETBACK
DOES NOT APPLY FOR RESIDENTIAL USE OF LOT 2.
3. NON-BUILDABLE AREAS ON LOT 5 MAY BE
GREATER THAN INDICATED BY BUILDING SETBACK LINES
DUE TO FLOODPLAIN RESTRICTIONS.
4. MAXIMUM BUILDING HEIGHT OF 100.
5. ALL DEVELOPMENT REGULATED BY ANNEXATION
AGREEMENT AND DEVELOPMENT AGREEMENT RECORDED
AS DOCUMENT NO. _____

SITE DATA

ACRES	PERCENTAGE
B-3	54%
RESIDENTIAL	47%
TOTAL	54%
USE OPEN SPACE	100%



**B-3 FINAL PLANNED DEVELOPMENT PLAN
(EAST SECTION)**

SCALE IN FEET

NORTH

SP-2

Lannert Group
Landscape Architecture • Planning • Community Consulting
311 North 2nd Street
Suite 300
St. Charles, Illinois 60174

530.377.6900
Fax: 630.377.7121
www.lannert.com
lannert@lannert.com

**FOUNTAIN SQUARE
OF LOMBARD, LLC**
THE SHAW COMPANY
SHAW TOWER SUITE 600
CHICAGO, IL 60608
312-468-8600
FAX 312-468-8605

CONSULTANTS

ARCHITECT: **WORKSHEET**
LANDSCAPE ARCHITECTURE: **WORKSHEET**
PLANNING: **WORKSHEET**
ENGINEERING: **WORKSHEET**
SURVEYING: **WORKSHEET**

DATE: 11/15/11

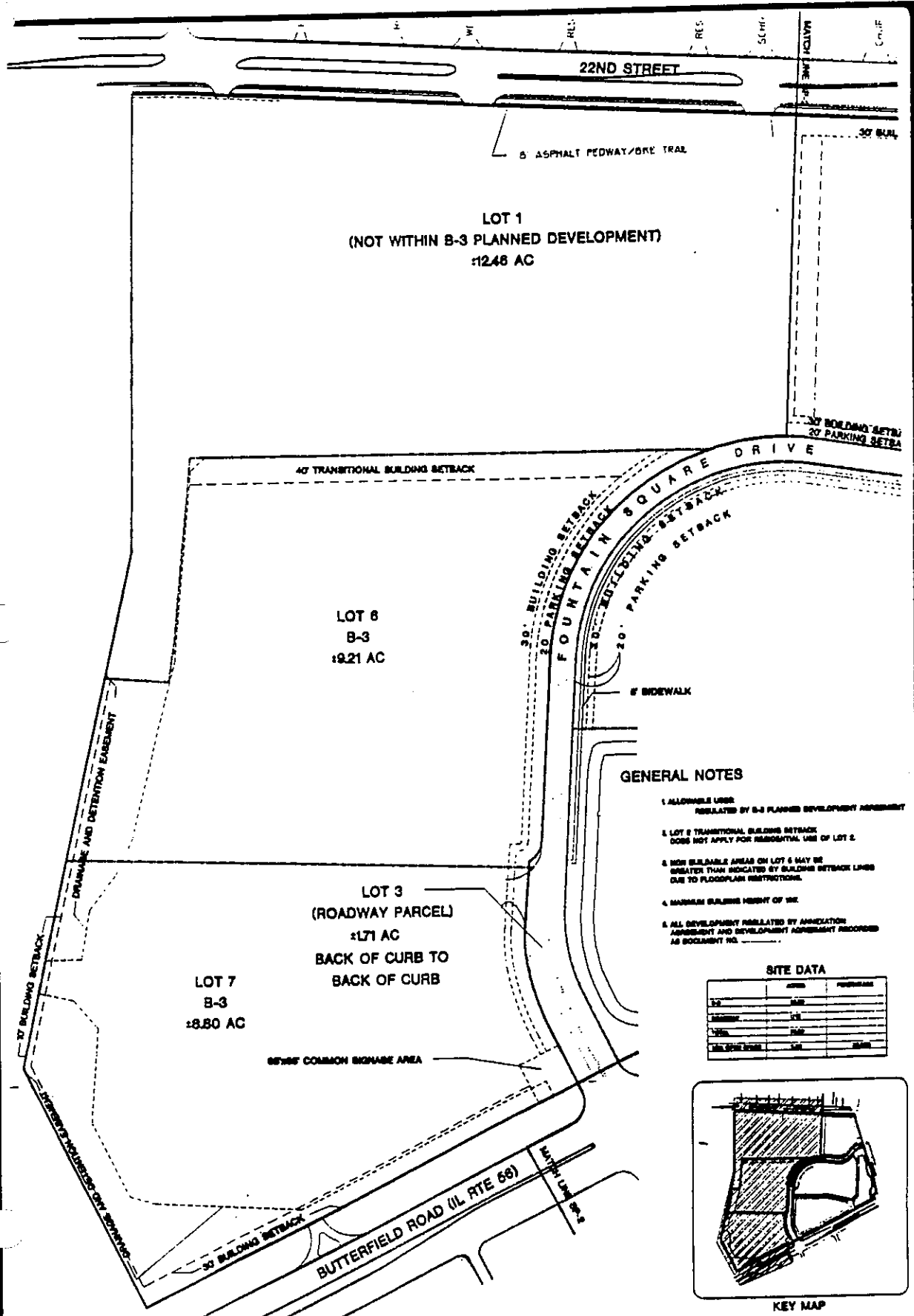
SCALE: 1" = 40'

PROJECT NO. 11-001

DATE: 11/15/11

SCALE: 1" = 40'

PROJECT NO. 11-001

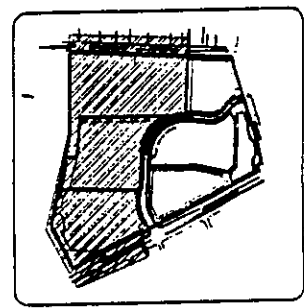


GENERAL NOTES

- 1. ALLOWABLE USES REGULATED BY B-3 PLANNED DEVELOPMENT AGREEMENT DOES NOT APPLY FOR RESIDENTIAL USE OF LOT 2.
- 2. NON-BUILDABLE AREAS ON LOT 4 MAY BE GREATER THAN INDICATED BY BUILDING SETBACK LINES DUE TO FLOODPLAIN RESTRICTIONS.
- 3. MAXIMUM BUILDING HEIGHT OF 10'.
- 4. ALL DEVELOPMENT REGULATED BY ANNEXATION AGREEMENT AND DEVELOPMENT AGREEMENT RECORDED AS DOCUMENT NO. _____.

SITE DATA

NO.	DATE	DESCRIPTION



KEY MAP

B-3 FINAL PLANNED DEVELOPMENT PLAN (WEST SECTION)

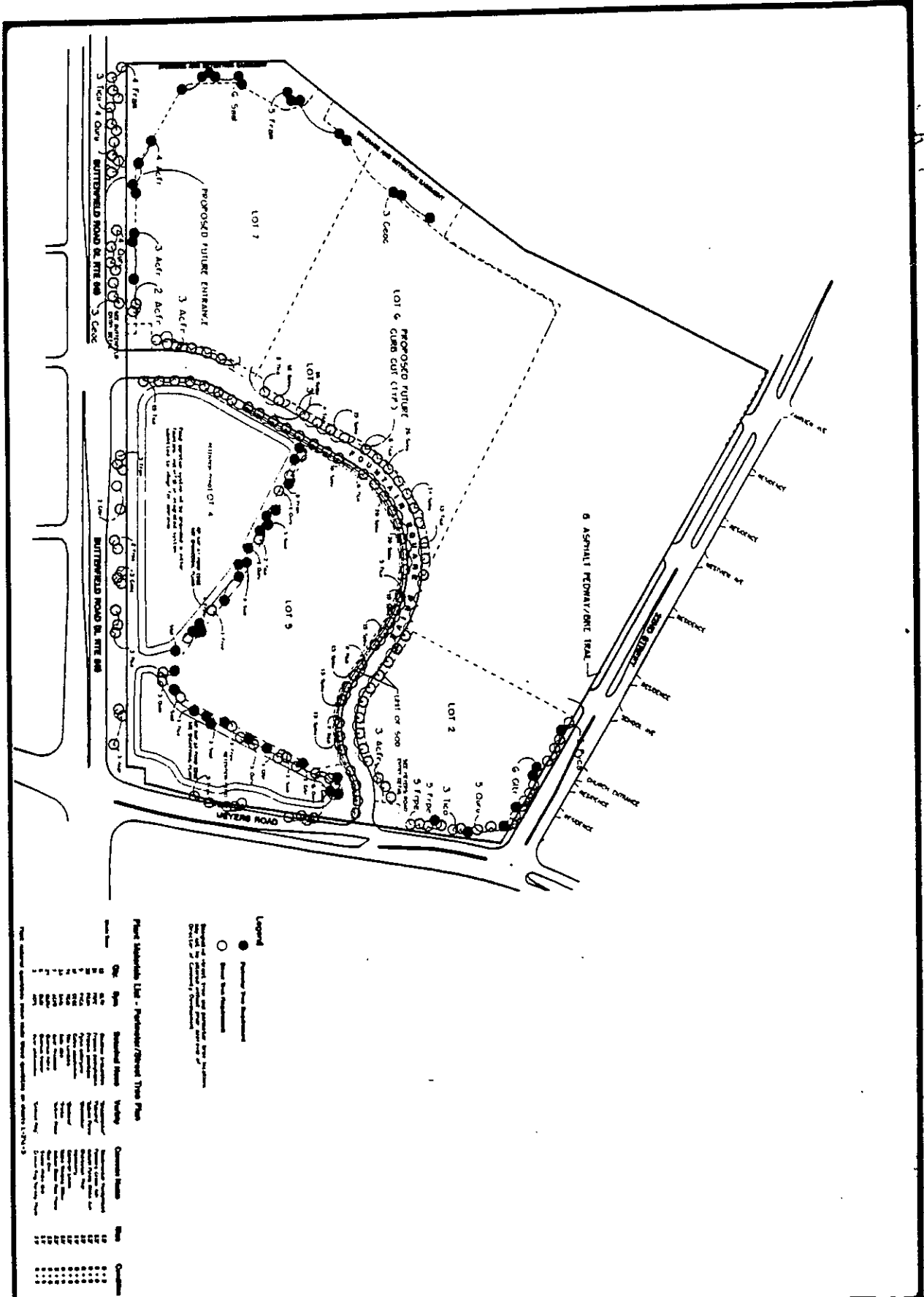
Lannert Group
 Landscape Architecture • Planning • Community Consulting
 311 North 2nd Street
 Suite 300
 Chicago, IL 60610
 Phone: (773) 327-1111
 Fax: (773) 327-1112
 Website: www.lannertgroup.com

FOUNTAIN SQUARE OF LOMBARD, LLC
 THE SHAW COMPANY
 1500 FORTY-SIXTH STREET
 CHICAGO, IL 60640
 773-360-0000

CONTRACTORS

GENERAL CONTRACTOR: THE SHAW COMPANY
PLUMBING: THE SHAW COMPANY
ELECTRICAL: THE SHAW COMPANY
MASONRY: THE SHAW COMPANY
PAINTING: THE SHAW COMPANY
ROOFING: THE SHAW COMPANY
MECHANICAL: THE SHAW COMPANY
LANDSCAPE ARCHITECTURE: LANNERT GROUP

EXHIBIT C



Plant Schedule List - Perimeter/Street Tree Plan

Qty	Sp. No.	Standard Name	Height	Comments
1	1
1	2
1	3
1	4
1	5
1	6
1	7
1	8
1	9
1	10
1	11
1	12
1	13
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1	98
1	99
1	100

Legend

- Proposed Tree Placement
- Plant Schedule

Range of symbols from top to bottom are: 1. Proposed Tree Placement 2. Plant Schedule

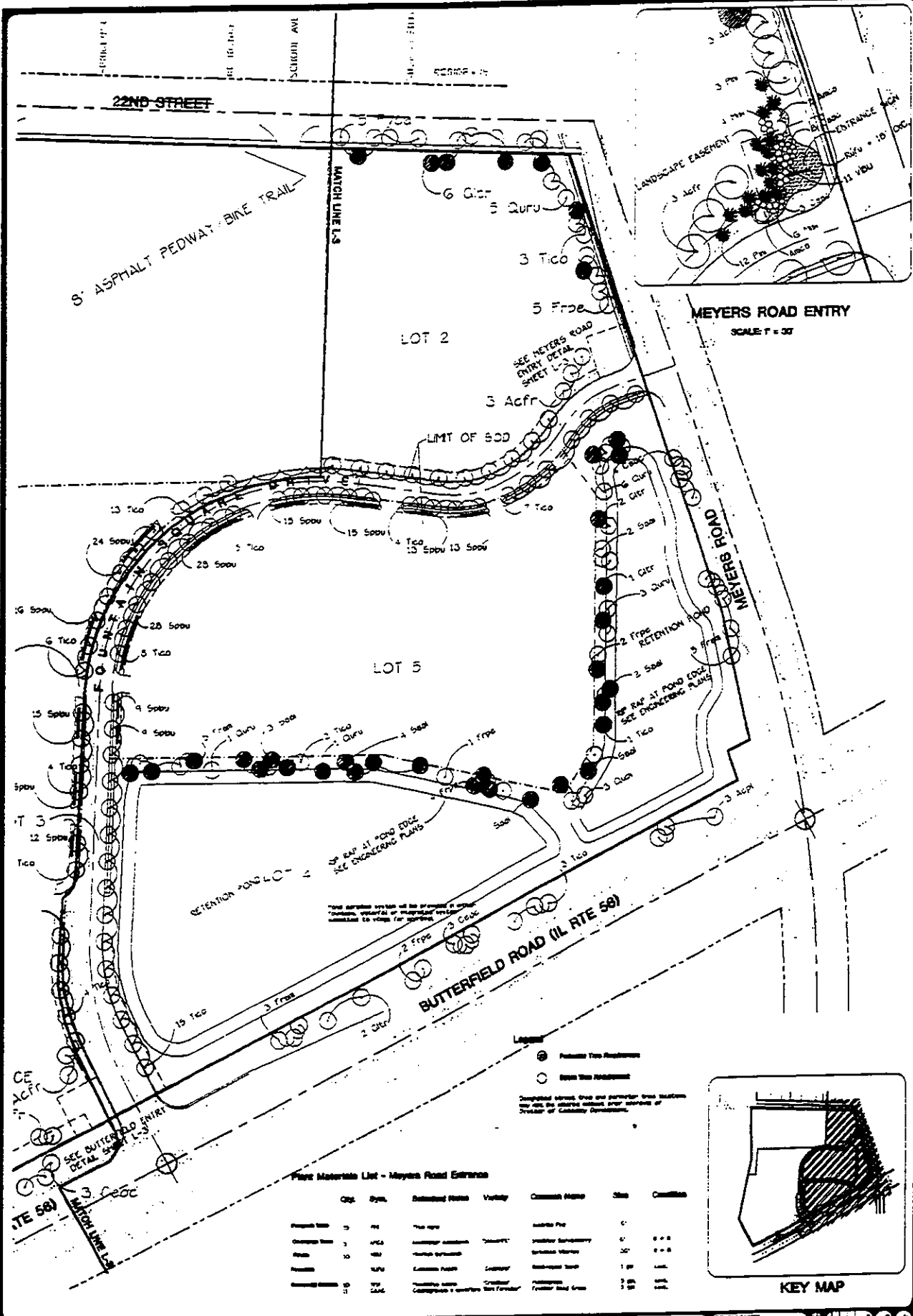
B-S PERIMETER/STREET TREE PLAN

Lannert Group
 Landscape Architects • Planning • Community Consulting
 311 North 2nd Street
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 St. Charles, Illinois 60174
 630.321.8800
 630.321.8800
 info@lannert.com
 www.lannert.com

FOUNTAIN SQUARE OF LOMBARD, LLC
 THE SHAW COMPANY
 SHARE CENTER SUITE 175
 CHICAGO, IL 60608
 312.382.8000
 f.s. 175 800

FORMS INDEX

1	1	1
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100	100	100



B-S PERIMETER/STREET TREE PLAN (EAST SECTION)

SCALE IN FEET

NORTH

Lannert Group
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 317 North 2nd Street
 Suite 100
 St. Charles, Illinois 60174

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 630.377.7521
 www.lannert.com
 l@lannert.com

FOUNTAIN SQUARE OF LOMBARD, LLC
 THE SHAW COUNTRY
 SEARS TOWER SUITE 225
 CHICAGO, IL 60606
 312-343-6600
 FAX 312-343-9818

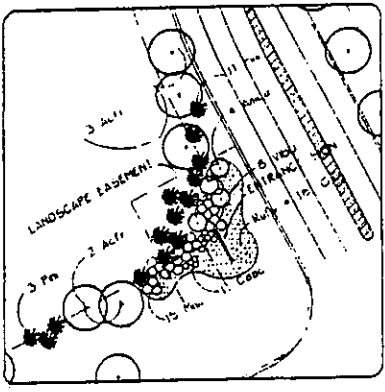
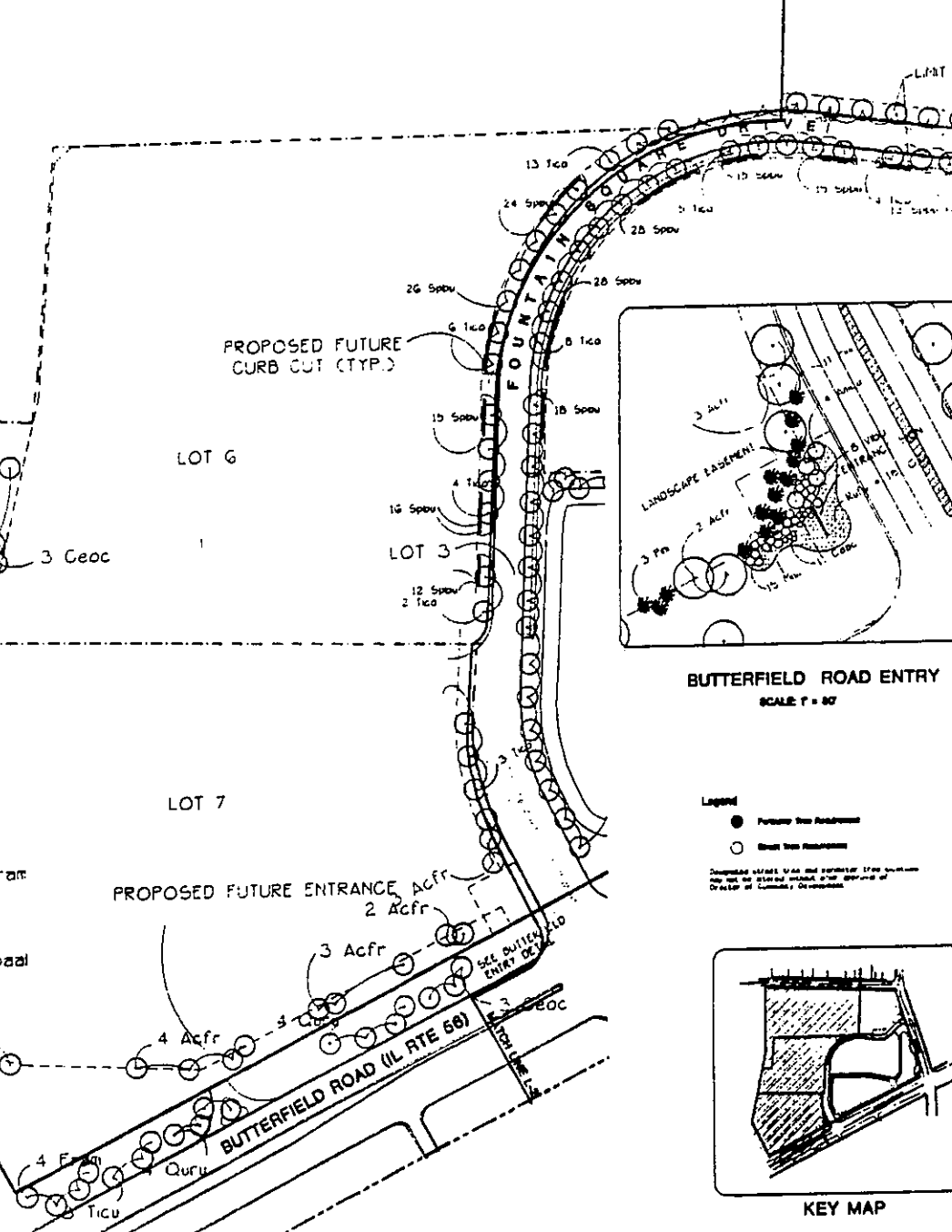
CONTRACTORS
 Landscape Architecture
 Planning and Site Design
 Construction Management
 Construction Administration
 Construction Cost Estimation
 Construction Scheduling
 Construction Safety
 Construction Security

FOUNTAIN SQUARE OF LOMBARD, LLC
 THE SHAW COUNTRY
 SEARS TOWER SUITE 225
 CHICAGO, IL 60606
 312-343-6600
 FAX 312-343-9818

22ND STREET

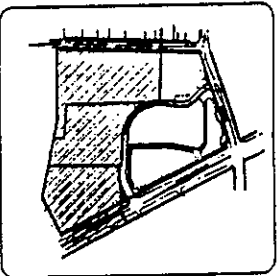
Plant Materials List - Butterfield Road Entrance

Qty.	Sym.	Botanical Name	Variety	Common Name	Size	Condition
1	FR	<i>Prunella</i>		Flowering Pear	4'	
1	AC	<i>Amelanchier canadensis</i>		Waxhaw	4'	1.5-2.0
1	FR	<i>Malus</i>		Malus	4'	1.5-2.0
1	FR	<i>Malus</i>		Malus	4'	1.5-2.0
1	FR	<i>Malus</i>		Malus	4'	1.5-2.0
1	FR	<i>Malus</i>		Malus	4'	1.5-2.0
1	FR	<i>Malus</i>		Malus	4'	1.5-2.0
1	FR	<i>Malus</i>		Malus	4'	1.5-2.0
1	FR	<i>Malus</i>		Malus	4'	1.5-2.0
1	FR	<i>Malus</i>		Malus	4'	1.5-2.0



- Legend**
- Future Tree Requirement
 - Street Tree Requirement

Dimensioned streets shall not conflict with existing utility lines and shall be installed subject to the approval of Director of Community Development.



KEY MAP

B-3 PERMETER/STREET TREE PLAN (WEST SECTION)

Lannert Group
 Landscape Architects • Planning • Community Consulting
 311 North 2nd Street
 Suite 300
 Chicago, IL 60610

FOUNTAIN SQUARE OF LOMBARD, LLC

DATE	DESCRIPTION
11/11/11	PRELIMINARY
11/15/11	REVISION
11/20/11	REVISION
12/01/11	REVISION
12/15/11	REVISION
12/22/11	REVISION
12/29/11	REVISION
1/05/12	REVISION
1/12/12	REVISION
1/19/12	REVISION
1/26/12	REVISION
2/02/12	REVISION
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1/01/16	REVISION

EXHIBIT

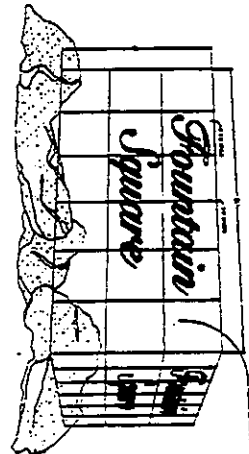
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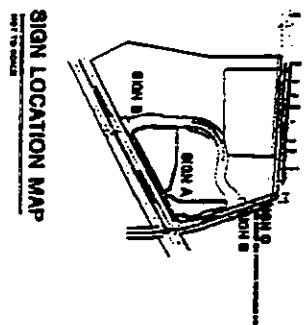
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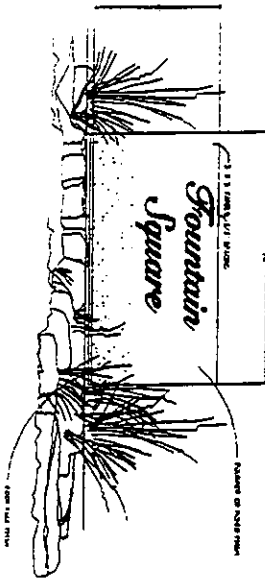
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NOT TO SCALE

ALL SPACING TO BE ESTABLISHED



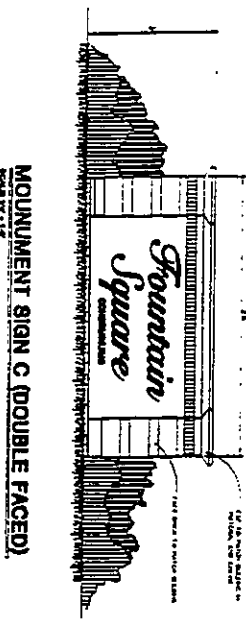
SIGN LOCATION MAP



MONUMENT SIGN B (DOUBLE FACED)

NOT TO SCALE

ALL SPACING TO BE ESTABLISHED



MONUMENT SIGN C (DOUBLE FACED)

NOT TO SCALE

ALL SPACING TO BE ESTABLISHED

SIGN DATA

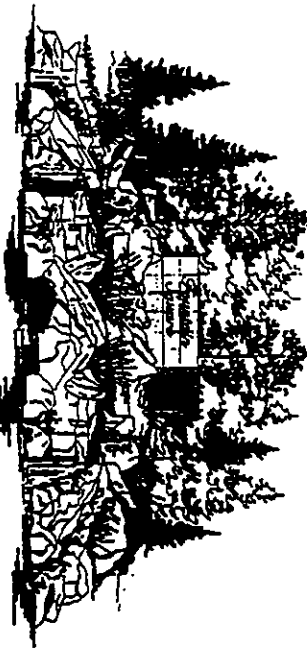
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MONUMENT SIGN A - OPTION #2	10'	4'	4"	40'	1600
MONUMENT SIGN B (DOUBLE FACED)	10'	8'	4"	80'	3200
MONUMENT SIGN C (DOUBLE FACED)	10'	8'	4"	80'	3200

NOT TO SCALE



MONUMENTATION SIGN A PERSPECTIVE - OPTION #1

NOT TO SCALE



MONUMENTATION SIGN A PERSPECTIVE - OPTION #2

NOT TO SCALE

B-3 SIGNAGE PLAN

SCALE IN FEET

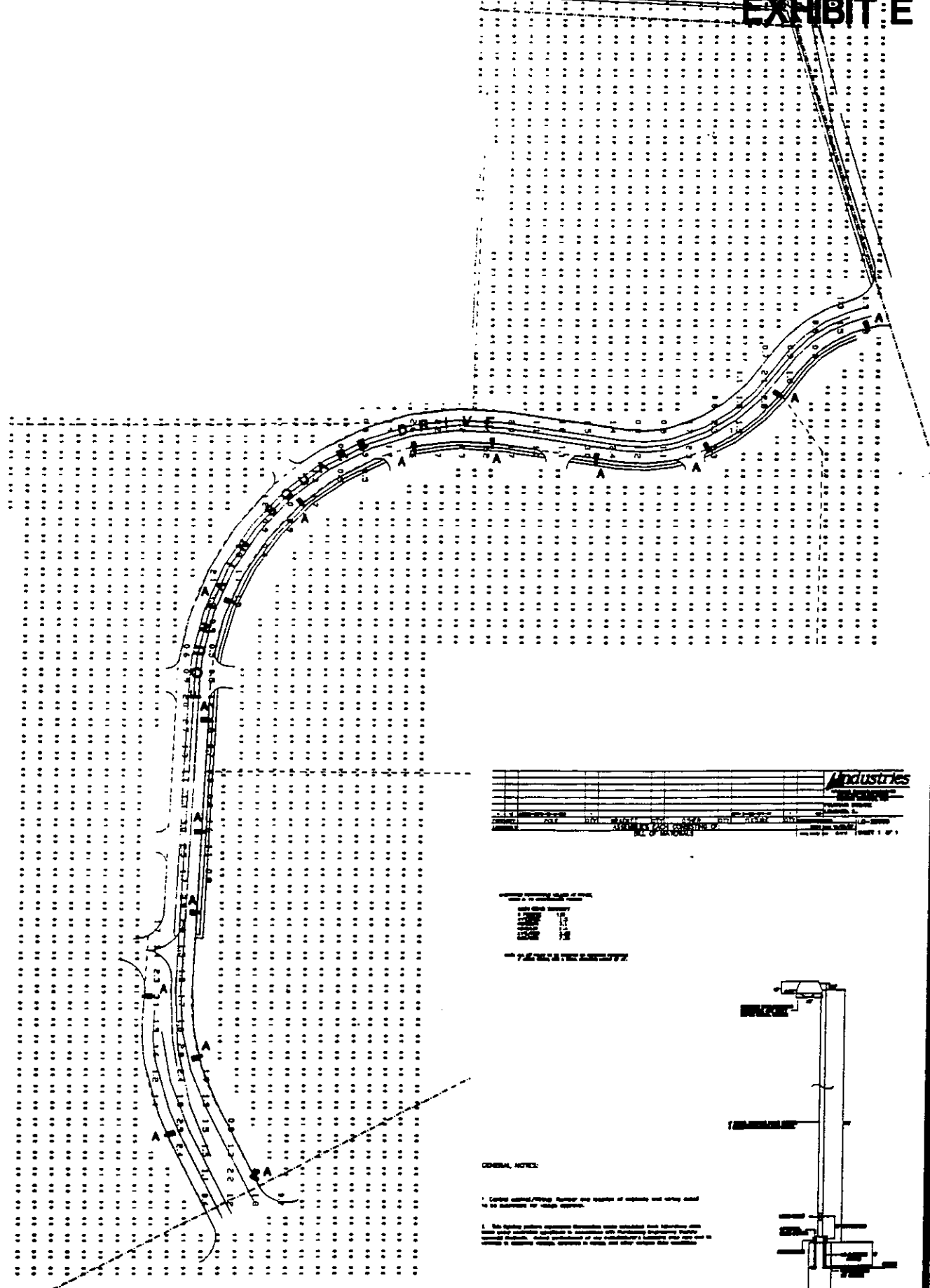
NORTH

L-5

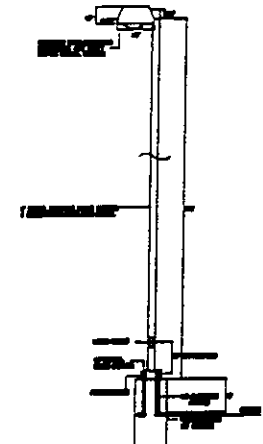
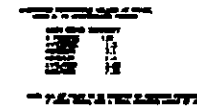
Lannert Group
 Landscape Architecture • Planning • Community Consulting
 311 North 2nd Street
 Suite 300
 St. Charles, Illinois 60174
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FOUNTAIN SQUARE OF LOMBARD
 (708) 708-0900
 SEARS TOWER SUITE 325
 CHICAGO, ILLINOIS 60606
 (773) 363-8888
 FAX (773) 363-8998

DATE: 11/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



INDUSTRIES	
NO.	DESCRIPTION
1	POLE
2	FIXTURE
3	WIRE
4	CONDUIT
5	TRUSS
6	ANCHOR BOLT
7	WELD
8	PAINT
9	BRACKET
10	PLATE
11	SCREW
12	NUT
13	WASHER
14	ANGLE
15	PIPE
16	FLANGE
17	END PLATE
18	WELD ROD
19	CONCRETE
20	FOUNDATION



GENERAL NOTES:

1. Control wiring/field wiring and location of meters and wiring shall be as indicated on other sheets.
2. All lighting poles are to be galvanized steel and fabricated and fabricated and shall comply with applicable codes and standards. Fabrication shall be in accordance with the manufacturer's instructions and shall be subject to change without notice.

POLE LOCATION AND PHOTOMETRIC DATA

TYPICAL LIGHTING FIXTURE

	<p>B-3 LIGHTING PLAN</p> <p>SCALE IN FEET</p>	<p>Lannert Group Landscape Architecture • Planning • Community Consulting 311 North 2nd Street Suite 300 St. Charles, Illinois 60174 (630) 377-6600 Fax: (630) 377-7101 www.lannert.com lg@lannert.com</p>	<p>FOUNTAIN SQUARE OF LOMBARD, LLC DEVELOPER BEARS TOWER SUITE 205 CHICAGO, IL 60605 312-562-6600 FAX 312-562-6600</p>	<p>CONSULTANTS INFOSYS/PCFP INC./VAC/PCFP PLANNING CONSULTANTS 1100 N. LAKE STREET CHICAGO, IL 60610 312-562-6600</p>	<p>DATE: 10/11/11 DRAWN BY: [Name] CHECKED BY: [Name] TITLE: [Title]</p>
--	--	---	--	---	---

EXHIBIT F

FINAL SUBDIVISION PLAT

**[TO COME - TO BE FINALIZED
AFTER REVISIONS MADE PER STAFF COMMENTS]**

EXHIBIT G

LIST OF SAA IMPROVEMENTS

Meyers Road*

1. Northbound Meyers Road left turn lane to Fountain Square Drive
2. Southbound Meyers Road right turn lane to Fountain Square Drive
3. If, but only if, approved by DuPage County and Village by March 31, 1998, traffic signal at intersection of Meyers Road and Fountain Square Drive/Tower Road and traffic signal interconnect controls.
4. R.O.W. landscaping along west side of Meyers Road
5. 5' sidewalk between Fountain Square Drive and 22nd Street on west side of Meyers Road
6. If, but only if, required by Village, 5' sidewalk between Fountain Square Drive and Butterfield Road on west side of Meyers Road
7. If, but only if, not funded or constructed in 1999 by DuPage County, and Owner/Developer elects to have funded as an SAA improvement, the additional Meyers Road roadway improvements planned by DuPage County and identified in the Traffic Analysis submitted to Village by Owner

22nd Street

1. All pavements, curbs, gutters, drainage and associated construction for 22nd Street boulevard improvements including unmountable "pork chops" at the intersections of School, Westview and Fairview
2. Lighting along 22nd Street
3. 8 foot wide pedway/bike trail along south side of 22nd Street
4. R.O.W. landscaping along north and south side of 22nd Street
5. Boulevard landscaping along 22nd Street
6. 6" diameter sanitary sewer services and appurtenances for 6 existing residences on north side of 22nd Street
7. 1" diameter water services and appurtenances for 6 existing residences on north side of 22nd Street
8. 5' sidewalk along north side of 22nd Street

Butterfield Road

1. Westbound Butterfield Road right turn lane to Fountain Square Drive.
2. Eastbound Butterfield Road left turn lane to Fountain Square Drive.
3. Traffic signal at intersection of Butterfield Road and Fountain Square Drive
4. Traffic signal interconnect controls.
5. Intersection, drainage and culvert improvements at Butterfield Road and Fountain Square Drive.
6. Right-in, right-out access on Butterfield Road west of intersection of Butterfield Road and Fountain Square Drive.
7. Drainage and culvert improvements at right-in, right-out on Butterfield Road, west of intersection of Butterfield Road and Fountain Square Drive.
8. R.O.W. landscaping along north side of Butterfield Road
9. If, but only if, required by Village, 5' sidewalk along north side at Butterfield Road

Utilities

1. Site perimeter and Fountain Square Drive 12" diameter D.I. watermain and appurtenances
2. Site perimeter 10" diameter D.I. water main and appurtenances
3. Site perimeter and Fountain Square Drive fire hydrants
4. Interconnections between Oak Brook and Lombard water distribution systems
5. Relocation of Commonwealth Edison power lines along north side of Butterfield Road
6. Relocation of Commonwealth Edison power lines along west side of Meyers Road
7. Fountain Square Drive sanitary main and appurtenances and sanitary improvements on 22nd Street from the existing main to the first on site sanitary manhole and that section of sanitary sewer main and appurtenances along Butterfield Road to be relocated, all to be dedicated to the Sanitary District

* Meyers Road Items 1 and 2 are improvements which DuPage County has agreed to include but not pay for as part of its planned Meyers Road improvements.

EXHIBIT H

PUBLIC IMPROVEMENTS LIST

1. Water mains and fire hydrants, within Sites, to be dedicated to the Village but not included as an SAA improvement.
2. Any improvements identified on the Special Assessment Improvements List which for any reasons do not qualify for special assessment financing, cannot be constructed as a special assessment improvement, or the Owner or Developer, with the agreement and consent of the Village, elects to construct as a Public Improvement rather than as a Special Assessment Improvement.

EXHIBIT I

LIST OF PRIVATE IMPROVEMENTS - B-3

1. Onsite storm sewer and associated inlets, catch basins and manholes
2. Onsite Fountain Square Drive pavements, curbs, gutters and walkways
3. Detention/stormwater management ponds and facilities
4. Decorative water features
5. Onsite landscaping as per approved Planned Development plans
6. Lighting along Fountain Square Drive per approved Planned Development plans

EXHIBIT J

B-3 USE CHART

USE	LOT 2	LOTS 4 - 7
Dwelling units - on any floor	Permitted	Prohibited
Amusement recreation centers which combine bowling with any three or more of pool and/or billiards; food service; lounge areas; other amusements.	Prohibited	Conditional
Animal hospitals and kennels	Prohibited	Prohibited
Antique shops	Prohibited	Prohibited
Art and school supply store	Prohibited	Permitted
Art shops or galleries, but not including auction rooms	Prohibited	Permitted
Automobile Accessory Stores	Prohibited	Prohibited
Automobile Repair	Prohibited	Prohibited
Automobile Service	Prohibited	Prohibited
Bakeries, retail only	Prohibited	Permitted
Barber shops	Prohibited	Permitted
Beauty shops	Prohibited	Permitted
Bicycle sales, rental, and repair stores	Prohibited	Permitted
Book and stationery stores	Prohibited	Permitted
Bowling alley	Conditional	Conditional
Business machine sales and service	Prohibited	Permitted
Camera and photographic supply stores	Prohibited	Permitted
Candy and ice cream stores	Prohibited	Permitted
Carpet and rug stores, retail sales only	Prohibited	Permitted
China and glassware stores	Prohibited	Permitted
Closet and storage organizer stores	Prohibited	Permitted
Clothing and costume rental stores	Prohibited	Permitted
Coin and philatelic stores	Prohibited	Prohibited
Clothiers pressing establishments	Prohibited	Permitted

USE	LOT 2	LOTS 4 - 7
Clubs, non-profit/fraternal	Prohibited	Prohibited
Custom dressmaker	Prohibited	Permitted
Dairy products, retail sales	Prohibited	Permitted
Dance halls	Prohibited	Prohibited
Day care centers	Conditional	Conditional
Department stores	Prohibited	Permitted
Drive-in and drive through establishments/ services	Conditional	Conditional
Drug stores	Prohibited	Permitted
Dry cleaning	Prohibited	Permitted
Dry good stores	Prohibited	Permitted
Educational services	Permitted	Permitted
Elderly care	Permitted	Prohibited
Entertainment center	Prohibited	Conditional
Financial institutions	Permitted	Permitted
Flower shops	Prohibited	Permitted
Food stores, grocery stores, meat markets and delicatessen	Prohibited	Permitted
Funeral homes	Prohibited	Prohibited
Furniture store	Prohibited	Permitted
Gasoline stores	Prohibited	Prohibited
Gift shops	Prohibited	Permitted
Greenhouses and nurseries	Prohibited	Prohibited
Hardware stores	Prohibited	Permitted
Hobby shops, for retail sales of items to be assembled or used	Prohibited	Permitted
Hotel/motel	Permitted	Permitted
Jewelry stores, including watch repair	Prohibited	Permitted
Launderettes, automatic, self-service only or hand laundries	Prohibited	Prohibited
Massage parlors	Prohibited	Prohibited

USE	LOT 2	LOTS 4 - 7
Medical and dental clinics	Permitted	Permitted
Motor vehicle sales	Prohibited	Prohibited
Music stores	Prohibited	Permitted
Offices - business or professional	Permitted	Permitted
Optician sales, retail and orthopedic and medical appliance	Prohibited	Permitted
Outpatient medical care facility	Permitted	Permitted
Outside display and sales of products the sale of which is a permitted or conditional use	Conditional	Conditional
Outside service areas for other permitted or conditional use	Conditional	Conditional, except restaurants are permitted
Package liquor and party supply stores	Prohibited	Prohibited
Paint, glass, and hardware stores	Prohibited	Permitted
Parking garages	Prohibited	Conditional
Parks, libraries, and other public uses	Permitted	Permitted
Pet grooming services, not including animal hospitals or overnight visits	Prohibited	Prohibited
Pet shops	Prohibited	Permitted
Photography studios, including the developing of film and pictures when conducted as part of the retail business on the premises	Prohibited	Permitted
Picture framing, when conducted for retail trade on the premises only	Prohibited	Permitted
Pool halls	Prohibited	Prohibited
Post office	Prohibited	Prohibited
Printing and duplicating services	Prohibited	Permitted
Psychics, ESP readers, and fortune tellers	Prohibited	Prohibited
Public utility and service uses	Prohibited	Prohibited
Radio and television only - sales, service, and repair	Prohibited	Prohibited

USE	LOT 2	LOTS 4 - 7
Repair, rental, and servicing of any article the sale of which is a permitted use in the district	Conditional	Conditional
Restaurants with or without entertainment, dancing, and/or amusement devices	Permitted, except adult uses are prohibited	Permitted, except adult uses are prohibited
Restaurants with drive-through	Prohibited	Prohibited
Schools, business or commercial	Permitted	Permitted
Shoe, clothing, and hat repair stores	Prohibited	Permitted
Secondhand stores and rummage shops	Prohibited	Prohibited
Sewing machine sales and service-household appliances only	Prohibited	Permitted
Shoe sales and repair	Prohibited	Permitted
Sign printers	Prohibited	Permitted
Silk screening services	Prohibited	Permitted
Sporting goods stores	Prohibited	Permitted
Studios; art, sculptor, composer, dance, martial arts, or woodcraft	Prohibited	Prohibited
Tailor/seamstress shops	Prohibited	Permitted
Taverns and cocktail lounges	Prohibited	Prohibited
Television, recording, and radio stations	Prohibited	Prohibited
Theaters, indoor only	Prohibited	Permitted
Ticket agencies	Prohibited	Permitted
Tobacco shops	Prohibited	Prohibited
Toy shops	Prohibited	Permitted
Travel bureaus and transportation ticket offices	Prohibited	Permitted
Watchman quarters	Prohibited	Prohibited
Wearing apparel shops	Prohibited	Permitted
Variety shops	Prohibited	Permitted
Video tapes, sales and rental of, electronic game cartridges and similar items	Prohibited	Permitted

EXHIBIT K

STORMWATER MAINTENANCE AGREEMENT

1. The Storm Water Control Facilities will be maintained by the record owner of the Property unless and until ownership of the Property is divided. Prior to any division of ownership the owner will record easement agreements or cause to be formed a property owners' association for the purposes of owning and maintaining certain common areas of the Property, including the Storm Water Control Facilities. All declarations, easement agreements, covenants or other documents establishing the ownership and management rights and responsibilities for the Storm Water Control Facilities shall be recorded and subject to approval by the Director of Community Development and the Village attorney and shall not be modified or amended without the Village's consent.

2. The record owner of the Property, or the property owners' association, as applicable, will grant an easement to the Village for rights of Maintenance of the Storm Water Control Facilities substantially in the form of such easement appended to the Lombard Subdivision and Development Ordinance, subject to approval as to form and content by the Director of Community Development and the Village attorney.



DEVELOPMENT AGREEMENT

**AN AGREEMENT RELATING TO THE APPROVAL
OF A R-4 PLANNED DEVELOPMENT
FOR LOT 1 OF FOUNTAIN SQUARE SUBDIVISION, LOMBARD, ILLINOIS**

DATED _____, 1998

This Document was Prepared by:
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After Recording Return to:
Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3926

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EXHIBITS

Exhibit A	Legal Description
Exhibit B	R-4 Preliminary Planned Development Plan
Exhibit C	R-4 Landscape Plans
Exhibit D	R-4 Lighting Plan
Exhibit E	R-4 Building Elevations
Exhibit F	Final Subdivision Plat
Exhibit G	Special Assessment Improvements List
Exhibit H	Public Improvements List
Exhibit I	Private Improvements List
Exhibit J	Stormwater Maintenance Agreement

DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 1998, and is by, between and among the VILLAGE OF LOMBARD, an Illinois non-home rule municipal corporation (hereinafter referred to as "the Village"); BETHANY THEOLOGICAL SEMINARY, an Illinois not-for-profit corporation, formerly known as Bethany Biblical Seminary (hereinafter referred to as "BTS"); and FOUNTAIN SQUARE OF LOMBARD, L.L.C., a Delaware Limited Liability Company (hereinafter referred to as "Developer"). (The Village, BTS and Developer are collectively referred to herein as "the Parties").

SECTION 1. RECITALS.

WHEREAS:

A. The Property (as hereinafter defined) is located in DuPage County, York Township, within the Village limits, having been annexed to the Village in accordance with and subject to the terms of an Annexation Agreement entered into by, between and among the parties hereto substantially contemporaneously with this Agreement and to which this Agreement is an exhibit. The Property (hereinafter referred to as "the Property" or as "Lot 1" or "Lot 1 of the Subdivision") is legally described in Exhibit A attached and made a part hereof.

B. In accordance with the Annexation Agreement, the Village has rezoned the Property to the R-4 Limited General Residence District with a conditional use for a Planned Development, all in accordance with the provisions of the Lombard Zoning Ordinance.

C. BTS is the record legal title holder and beneficial owner of the Property.

D. Developer is the contract purchaser and prospective developer of the Property.

E. BTS and Developer have petitioned the Village for, among other things, annexation, zoning, approval of a planned development and approval of a preliminary and final plat of subdivision for the proposed development of the Property.

F. The Developer desires and proposes to develop the Property pursuant to and in accordance with this Development Agreement (hereinafter referred to as "the Agreement").

G. Public hearings were held by the Village Plan Commission on November 12, 1997, November 24, 1997 and December 10, 1997, for the purpose of considering, among other things, whether the Property should be rezoned, upon its annexation, from the R-1 Single Family Residence District to the R-4 Limited General Residence District/Planned Development under the Lombard Zoning Ordinance, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") its findings and recommendations with respect to said application.

H. The Corporate Authorities (as hereinafter defined) have carefully reviewed and considered the petition of BTS and Developer and have determined that the annexation, zoning, planned development and subdivision should be approved, but only in accordance with this Agreement.

I. The Village has approved a Preliminary Plan of Planned Development for the Property, and a Final Plat of Subdivision for the Property and other lands, which Plat, upon receipt by the Village of an Irrevocable Letter of Credit for an amount specified as security for subdivision improvements, and for such other purpose or purposes as herein mentioned, if any, and upon execution of this Development Agreement shall be recorded.

J. Various plans and specifications for the making of required public improvements, landscaping, sidewalks, streetlights, parkway trees, and storm drainage facilities both on-site and off-site have been or are to be approved by the Corporate Authorities of the Village and the Village will proceed as required by law to provide for the construction and financing of certain of those improvements to be constructed by the Village as a special assessment project(s) as more particularly set forth below.

K. Owner or Developer has or will enter into all necessary contracts for the Public and Private Improvements and Village will enter into all necessary contracts for the Special Assessment Improvements required to be made for the Property pursuant to the Planned Development Ordinance, the Plat of Subdivision, this Agreement or otherwise.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 2. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"The Annexation Agreement": The Annexation Agreement referenced in Section 1.A above.

"Developer": Fountain Square of Lombard, L.L.C. and/or any successor who assumes the rights and obligations thereof under this Agreement, in whole or in part.

"Development": Any improvement of the Property requiring a permit or other approval from the Village after annexation.

"Corporate Authorities": The President and Board of Trustees of the Village.

"Final Engineering Plan": That certain final engineering plan prepared by Bollinger, Lach & Associates, Inc. consisting of 17 sheets, with latest revision date of March 20, 1998, as may be amended with approval of the Director of Community Development or his/her designee.

"Final Subdivision Plat": That certain final subdivision plat prepared by Bollinger Lach & Associates, Inc. , consisting of 3 sheets, with latest revision date of March 20, 1998, attached as Exhibit E, as may be amended with Village approval.

"Lot 1" or "Lot 1 of the Subdivision": The Property; that certain property designated on the Final Subdivision Plat as Lot 1.

"Lots 2 through 7" or "Lots 2 through 7 of the Subdivision": That certain property on the Final Subdivision Plat as Lots 2 through 7. As to any of Lots 2 through 7, that lot so designated on the Final Subdivision Plat.

"Owner": The record title holder or holders of the Property.

"Plan Commission": The Plan Commission of the Village, as provided for by the Lombard Municipal Code, as the same has been and may, from time to time hereafter, be amended.

"Planned Development Ordinance": That certain ordinance approved by the Village on or about February 5, 1998 granting a conditional use for a Planned Development for the Property, granting certain variations and exceptions, and approving a Preliminary Planned Unit Development Plan, as said ordinance may be amended from time to time.

"Private Improvements": The private (not to be dedicated to or accepted by the Village), common area, on-site improvements to be made in connection with the subdivision and non-building development of the Property, described or listed or shown on the approved plans and plats referenced in this Agreement and Exhibit I attached hereto.

"Property": That certain tract of property consisting of approximately 12.46 acres and legally described in Exhibit A.

"Public Improvements": The public improvements, if any, to be made in connection with the subdivision and non-building development of the Property described or listed on the Final Engineering Plan, on Exhibit H to this Agreement, or both, but not including on-site or off-site public improvements to be constructed by the Village and financed by special assessment as more fully set forth in Section 8B of this Agreement and as shown on the list of Special Assessment Improvements attached hereto as Exhibit G .

"Sign Ordinance": Village of Lombard Sign Ordinance known as Title 15, Chapter 153 of the Lombard Municipal Code, as amended from time to time.

"Storm Water Control Facilities": Those detention/retention areas, culverts, swales or other facilities on the Property for the conveyance, detention, or other management of stormwater shown, described or listed on the Final Engineering Plan or in any stormwater management permits issued for the Property.

"Subdivision and Development Ordinance": Village of Lombard Subdivision and Development Ordinance known as Title 15, Chapter 154 of the Lombard Municipal Code, as amended from time to time.

"Zoning Ordinance": Village of Lombard Zoning ordinance known as Title 15, Chapter 155 of the Lombard Municipal Code, as amended from time to time.

"22nd Street Improvements": Those certain roadway improvements to be constructed by the Village in the 22nd Street right-of-way as shown on the list of Special Assessment Improvements attached hereto as Exhibit G.

SECTION 3. CONFLICT WITH MUNICIPAL CODE

In the event and to the extent that any of the provisions of this Agreement are deemed to be in conflict or inconsistent with any provision(s) of the Lombard Municipal Code, the provisions of this Agreement shall control and, to the fullest extent allowed by law, such provision(s) of the Lombard Municipal Code shall be deemed to be waived, amended, or not to apply to the Property pursuant to the Planned Development approval extended to the Property and/or the contractual agreements of the parties hereto. In addition, the Village agrees that no ordinance, now existing or hereafter enacted, regulating condominiums shall be applicable to the Property to the extent that the requirements of such ordinance are more restrictive than those of the Illinois Condominium Property Act, as amended from time to time.

SECTION 4. ZONING.

A. Rezoning.

Upon annexation of the Property to the Village, the Corporate Authorities have rezoned and classified the entire Property from R-1 Single Family Residence District to the R-4 Limited General Residence District and approved a conditional use for a Planned Development for the Property. All regulations of the R-4 Limited General Residence District shall apply except as modified by the Annexation Agreement, the Planned Development Ordinance, or by this Development Agreement.

B. Plan Approval and Reference.

The Property shall be developed as a R-4 Planned Development in accordance with the Annexation Agreement, this Agreement, the Planned Development Ordinance, the Illinois Condominium Property Act as may be applicable, and in compliance with the following plans and exhibits (or substantial compliance with preliminarily approved plans) which the Village has approved or hereby approves:

1. Exhibit B: R-4 Preliminary Planned Development Plan
2. Exhibit C: R-4 Landscape Plans (Sheets L1-L3)
3. Exhibit D: R-4 Lighting Plan
4. Exhibit E: R-4 Building Elevations (Sheets A4-A11)
5. Exhibit F: Final Subdivision Plat
6. Exhibit G: Special Assessment Improvements list
7. Exhibit H: Public Improvements list
8. Exhibit I: Private Improvements list
9. Exhibit J: Storm Water Management Agreement

In addition, except as otherwise permitted by the terms of this Agreement, no development of the Property shall commence unless and until the Village has approved a Final Planned Development plan which substantially conforms to the approved Preliminary Planned Development Plan. To the extent that the aforesaid Plans, including the Final Planned Development Plan, in any manner whatsoever are not in compliance with the Lombard Zoning Ordinance, Subdivision and Development Ordinance, or Sign Ordinance, the provisions of said ordinances have been and are hereby acknowledged and agreed to have been or to be modified or waived as variations or Planned Development exceptions.

In the event, and to the extent, the Planned Development Ordinance which is hereby incorporated by reference, by its terms and conditions requires that the Property development proceed in a manner inconsistent with or per terms and conditions in addition to the terms of this Agreement, the Planned Development Ordinance shall control.

Any major deviation from the Final Engineering Plan shall require a Planned Development amendment.

SECTION 5. USE AND DEVELOPMENT.

The use and development of the Property shall comply with the plans (or substantially comply with preliminarily approved plans) which are exhibits to this Agreement, the Annexation Agreement, the Planned Development Ordinance, the Lombard Municipal Code except as the provisions thereof may be inconsistent with any of the aforesaid or with the provisions of the Annexation Agreement, the Planned Development Ordinance or this Agreement, the Illinois Condominium Property Act to the extent applicable, and the following:

A. Height

The height and story limitations of the Lombard Zoning Ordinance for the R-4 District shall apply to the Property, provided, however, that the two southerly principal buildings may have five stories if said buildings do not exceed fifty feet (50') in height.

B. Yard and Setbacks

The yard, setback, and perimeter landscape area requirements of the Lombard Zoning Ordinance for the R-4 District shall apply to the Property except as follows:

1. BTS and Developer hereby covenant and agree that in all areas of the Property that have a common lot line with Lots 3 through 6 a 30 foot transitional landscape yard shall be established and maintained on the Property. BTS and Developer hereby further covenant and agree that where the Property has a common lot line with Lot 2, a 5 foot transitional landscape yard shall be established and maintained on the Property, provided, however, that this provision shall not apply and the Village shall not require a transitional landscape yard at the boundary with Lot 2 unless Lot 2 is not developed with multifamily structures that substantially conform to the plan of development approved for the Property.

2. Any Lombard ordinance, standard, rule or regulation requiring that a minimum five foot perimeter landscape area be maintained on a lot shall not apply to the Property's common boundary with Lot 2 unless Lot 2 is not developed with multifamily structures that substantially conform to the plan of development approved for the Property.

C. Streets, Parking and Sidewalks

1. Except as shown on the Final Engineering Plans, the Village shall not require that the Property be improved with any public or private streets, sidewalks, bikeways, pedways or the like. Provided, however, in the event of any discrepancy between the Final Engineering Plans and the terms and conditions of the Planned Development Ordinance, the Ordinance shall control as to the requirements for providing sidewalks, bikeways, pedways or the like.

2. In the event Owner and/or Developer shall elect to establish a private walkway or sidewalk connection(s) between the Property and Lots 2 through 7, such connection(s) are hereby deemed to be in substantial compliance with the approved plans referenced in this Agreement, subject to the review and approval of the Director of Community Development in the reasonable exercise of his or her discretion.

3. In the event that Lot 2 is developed with multifamily structures similar to those approved for Lot 1, Lot 1 parking facilities may be shared with Lot 2 if the cumulative number of parking spaces provided for Lots 1 and 2 meets the requirements of the Lombard Zoning

Ordinance without regard to whether Lot 2 independently has sufficient parking spaces to meet said requirements for the number of dwelling units on Lot 2.

4. Modifications shall be made to the Preliminary Plan of Planned Development to (a) remove the landscape islands in the front (north) parking lots to allow fire truck access, and (b) reconfigure the Lot 1 southwest corner area drive aisle and parking lot to allow fire truck access.

5. Owner and/or Developer shall have the right and option, but not the obligation, to enclose open, surface parking spaces shown on the Preliminary Plan of Planned Development to provide garaged spaces, which may be configured as clusters of garaged spaces. In the event this option is selected such development is hereby deemed to be in substantial conformance with the approved Preliminary Plan of Planned Development subject to review and reasonable approval of the corporate authorities of specific plans for any such enclosures and subject to the issuance of building permits for such enclosures.

6. The sight triangle shall be represented on all plans and no deviations are permitted.

7. No parking shall be allowed within five feet (5') of the utility line. The Village shall not be responsible for restoration of landscaping, parking areas or drive aisles where an easement exists.

D. Security of the Property

In the event Owner and/or Developer shall elect to establish gating devices, guardhouses or other access restriction devices at one or both of the ingress/egress drives on the Property, other than as shown on the approved plans, such structures and/or devices may be deemed to be in conformance with the approved plans for the Property subject to the review and approval of the Plan Commission as part of a Site Plan Approval or amendment of same and subject to the issuance of building permits for any such structures or devices as the Village codes may require.

E. Satellite Dishes

To the fullest extent the Village is authorized by law to regulate satellite dishes, each residential building on the Property, absent any grant of variation, shall be entitled to the use of three (3) but no more than three (3) satellite dishes. The location and screening of satellite dishes shall be subject to the review and approval of the Director of Community Development in the exercise of his or her reasonable discretion and to any lawful limitations or requirements imposed by (a) any declarations, covenants, easements or other instruments recorded against the Property, or (b) any rules or regulations or the homeowners' association for the Property or any part thereof.

F. Design Standards

1. Materials/Facades: Residential structures shall be constructed with concrete foundations with concrete block and precast planks for flooring. Exterior finishes shall be masonry (except for cornices) which shall be uniform for all buildings. Windows will be casement type.

2. All outdoor trash collection areas shall be screened on all four sides with a masonry wall uniform with the development and shall be located no closer than fifteen feet (15') to any other structure.

3. Loading berths shall be screened to the fullest extent practicable.

G. Signage

The common area signage for the Property Common Sign Elevation indicated on Exhibit B is not approved. Owner or Developer shall submit with Final Planned Development plans a revised elevation for signage at the main entrance to Lot 1. The Village will allow two single-faced signs each with a maximum sign surface area of 32 square feet notwithstanding any provision of the Lombard Municipal Code to the contrary.

H. Temporary Structures

Owner and Developer, their contractors, subcontractors, suppliers and representatives shall have the right to maintain temporary offices, structures, trailers and facilities on any part of the Property under development, and to use said facilities for sales purposes and for the purposes of storage of construction materials, supplies and equipment, any ordinance, regulation or rule of the Village to the contrary notwithstanding. Such facilities, other than trailers and storage facilities, shall require a permit from the Village and have a hard surface parking area approved by the Director of Community Development or his/her designee. Such structures and storage shall be maintained in a safe and sanitary condition. All permitted temporary structures shall be removed no later than the time of issuance of Certificates of Occupancy for seventy-five percent (75 %) of the dwelling units for the last residential building. Temporary facilities may be established on Lot 2 for development of Lot 1 if allowed by private agreement and in accordance with the foregoing conditions.

I. Irrigation

If allowed by private agreement, Owner and Developer shall have the right to install, use and maintain private irrigation systems on the Property for the use and benefit of the Property utilizing water supplied from the detention/retention ponds on Lot 4 provided such use presents no threat of contamination of the Village's water system. No irrigation system may be

constructed to be consistent and compatible with other development on the Subject Property.

SECTION 6. SUBDIVISION PLAT AND PLANNED DEVELOPMENT PLAN.

A. Plat and Plan Approval and Recording

1. Village acknowledges that it has approved a Final Plat of Subdivision and Final Engineering Plans for the Property and agrees to cause to be recorded the Final Plat of Subdivision and any other documents which are required to be recorded by the agreements of the parties, Village ordinance, or other applicable law, as soon as practicable upon the satisfaction of all applicable conditions. Village further acknowledges and agrees that it has approved a Preliminary Planned Development Plan for the Property and will grant approval to and record a Final Planned Development Plan for the Property if such plan substantially conforms to the approved Preliminary Planned Development Plan. Approval of the Final Planned Development Plan shall constitute site plan approval.

B. Easements

2. Owner and/or Developer shall grant or dedicate to Village and all other necessary parties all easements required by the Final Plat of Subdivision in conformance with the Lombard Subdivision and Development Ordinance or as otherwise approved by the Director of Community Development. All utility easements shall allow for a minimum ten foot (10') separation between utilities and shall provide no less than fifteen feet (15') from the centerline of the outermost utility to the closest parallel boundary of the easement. The Village shall not be responsible for restoration of landscaping, parking areas or drive aisles where an easement exists. No parking shall be allowed within five (5) feet of a utility line.

C. Condominiums

1. The Parties agree that Owner and/or Developer shall retain the right to submit the Property to the Illinois Condominium Property Act and to record a condominium plat(s) with respect to the Property or any part thereof without the necessity of amendment to this Agreement or the Annexation Agreement. The Declaration of Covenants for the homeowners association(s) shall provide that no more than fifty percent (50%) of the dwelling units in the association(s) may be leased to non-owners. Further, the Parties agree that in the event that Lot 2 is developed with similar multifamily development, the owners of the Property and Lot 2 shall have the right but not the obligation to establish a common homeowners' association and to provide for common ownership, rights and obligations regarding the common elements of Lot 1 and Lot 2.

SECTION 7. MAINTENANCE OF DEVELOPMENT

A. Obligation

All commonly owned areas of the Property, including stormwater management areas, floodplains, open space, private streets, common landscaping and common signage shall be regularly maintained by Owner or a homeowner's association. Any declarations, covenants, easement agreements or other documents which shall be recorded against the Property providing for such common areas maintenance shall include provisions giving the Village the right to enforce the obligations therein relating to the maintenance of all Storm Water Control Facilities. Ownership of the Property shall not be divided unless and until appropriate declarations, covenants, easement agreements or other documents have been recorded in a form and manner approved by the Village's Director of Community Development and attorney.

B. Evidence of Drainage Rights

Owner and/or Developer shall provide the Village with satisfactory evidence of the drainage and storm water management easement rights of the owner(s) of Lot 1 over and upon Lots 2 through 7, which rights shall not be abrogated or modified without the written consent of the Village.

C. Lot 2 Coordination

Accordingly, at the option of Owner, any and all agreements, declarations, easements or covenants made with respect to the ownership or maintenance of common areas may provide for common ownership rights or obligations with the owners of Lot 2 if Lot 2 is developed for similar multifamily uses.

D. Division of Rights

Owner may but need not provide for the rights, obligations, and/or ownership interests respecting common areas to be based on a basis other than equal undivided interests.

E. Storm Water Maintenance Agreement

The storm water control facilities on the Property as indicated on the Final Engineering Plan shall be subject to the requirements of the Storm Water Maintenance Agreement attached hereto as Exhibit J. Execution of this Agreement shall constitute execution of the Storm Water Maintenance Agreement and no separate execution thereof shall be required.

SECTION 8. CONSTRUCTION SCHEDULE/IMPROVEMENTS

A. The Village acknowledges and agrees that any demolition and excavation/fill work commenced pursuant to permits issued for the Property by DuPage County prior to annexation to the Village may continue uninterrupted if not completed by the time of annexation. Further, the Village will issue any and all necessary permits to allow the uninterrupted progress of the work within the scope of the County permits regardless of any other provisions of this Agreement or any provisions of the Lombard Subdivision and Development Ordinance to the contrary.

B. The Village, BTS and Developer agree to use all reasonable efforts to expedite the necessary and lawful procedures for the Village to construct the Special Assessment Improvements as provided in the Annexation Agreement. In any bidding and contracting the Village shall impose reasonable timeliness requirements on bidders and contractors designed to provide for completion of the Special Assessment Improvements at the earliest practicable date. The Village also shall advise bidders and contractually require contractors of the need to coordinate the work with contractors retained by BTS, Developer, or others who may be working at the Property. It is the mutual desire and intent of the parties to commence the statutory process for authorization of the Special Assessment Improvements as soon as possible following annexation of the Subject Property and to commence the work in Spring 1998 or as soon as weather permits, to be completed, if reasonably practicable, in Autumn 1998. Owner and Developer hereby agree that Village, its contractors and subcontractors, shall have the right to enter the Property as reasonably required to construct the Special Assessment Improvements.

C. Commencement of construction of any Public Improvements (which does not include Special Assessment Improvements) listed on Exhibit H may begin only after Owner or Developer has delivered one or more Irrevocable Letters of Credit in a form reasonably satisfactory to the Village in an amount equal to 115% of the Owner's Engineer's estimate of cost of construction as approved by the Village's Engineer (including, if applicable, water distribution system, sanitary sewer system, and storm sewers) with appurtenances; storm water control systems (including retention or detention ponds, drainage ways and related facilities); streetscape improvements (streets, curbs, gutters, sidewalks, streetlights, and parkway landscaping); and all related grading improvements.

D. Owner and/or Developer agree to cause to be made on the Property with due dispatch and diligence, such improvements required of them by this Agreement. Owner and/or Developer will, when required to bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said improvements, to the end that said improvements will be duly and satisfactorily completed within the time or times herein mentioned. Owner and/or Developer agrees that all work in the construction of said improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject

to its reasonable approval. Owner and/or Developer will at their expense furnish all necessary engineering services for said improvements.

E. The improvements subject to the Letter of Credit shall be completed within twenty-four (24) months of recording of the Final Plat of Subdivision unless otherwise extended by amendment to this agreement by the Corporate Authorities. All Letters of Credit, assurances, guarantees, acceptances, and related matters shall comply with the Lombard Subdivision and Development Ordinance except as may be modified by this Agreement. The construction of improvements by BTS and/or Developer and issuance of approvals by the Village shall comply with the following schedule:

1. Sediment and Erosion Control: Sediment and Erosion control measures shall be implemented as per the Subdivision and Development Ordinance prior to building permits or authorization to proceed with mass grading or other improvements to the Property. Said measures shall be maintained during the entire construction process and shall be inspected and repaired as necessary after each significant rainfall. Failure to do so may result in the issuance of a stop work order for any outstanding public improvements or building permits.

2. Authorization to proceed with public improvements: Upon receipt of all required fees, approval of the Letter of Credit, recording of this Agreement and the Final Plat of Subdivision, and implementation of Sediment and Erosion Control measures, the Village will give BTS and/or Developer authorization to begin public improvements.

3. Construction of Storm Water Control Facilities: The storm water detention pond(s) and a storm water management system for that portion of the Property upon which construction activities have begun is to be operational prior to the issuance of any building permits for any above-foundation construction unless the Director of Community Development approves temporary storm water control facilities. An operational storm water detention pond and storm water management system means that the volume of the storm water detention pond is adequate for the flow being directed to it and the restrictor outlet is in place and that the system has been reviewed and approved by the Director of Community Development. Final grading and landscaping of the detention pond(s) shall be completed in conjunction with final landscaping.

4. Foundation-Only Permits: Foundation-only permits may be issued upon completion of adequate construction access to the corresponding building sites. Adequate access shall mean a maintained gravel access road.

5. Building Permits: Building permits may be issued in accordance with subparagraph 3 above and upon provision of adequate emergency access to the building site (gravel sub base) and an operational fire hydrant, with a flow of one thousand gallons per minute (1,000 gpm), within 300 feet of the subject building site or such alternative fire protection measures as may be approved by the Lombard Fire Chief in his sole discretion.

6. Sales office and model dwelling unit: A Certificate of Occupancy for a sales office or model dwelling unit (which may be used as a sale office) shall be issued upon inspection and approval of said buildings by the Director of Community Development or his/her designee and provision of a paved access for the sales office or model dwelling unit subject to the terms and provisions of this Agreement regarding sales offices and model dwelling units. Access and parking areas shall be subject to the review and approval of the Director of Community Development or his/her designee and the Fire Chief.

7. Certificates of Occupancy: Issuance of a Certificate of Occupancy for other than a sales office or model dwelling unit shall occur upon satisfactory completion of the following:

(a) Inspection and approval by the Director of Community Development or his/her designee, which shall not be withheld unreasonably or without specifying in detail all reasons for failure to approve;

(b) Completion of the water distribution system including testing and chlorination. No occupancy permits shall be issued until the water distribution system has been looped;

(c) Completion of the sanitary sewer system to that building;

(d) Installation of any required sidewalks across the frontage of the subject building site;

(e) Landscaping of the subject building site must be substantially completed, including parkway trees, final grading and ground cover. This condition may be waived, however, by the Director of Community Development due to winter conditions if a Letter of Credit in favor of the Village is posted for such work;

(f) Record drawings (as built) of the detention pond and of the sanitary sewer and domestic water facilities required to serve that building shall be submitted for approval prior to issuance of a Certificate of Occupancy; provided that the Director of Community Development may extend the time for submission in whole or part when the Director has determined that the work may be delayed due to winter conditions, if such work is secured by a Letter of Credit in favor of the Village;

(g) Provision of a hard surface or asphalt base of the private street system primarily serving the subject building and either a turnaround capability for a fire truck or an all-weather gravel base through the development in a manner to provide a second means of emergency access for each building;

(h) Substantial completion of all necessary parking and private street access to public roads; and

(i) Prior to substantial completion of the 22nd Street Improvements no more than 135 dwelling units shall be issued Certificates of Occupancy.

8. Other Improvements:

(a) Final grading and landscaping of the floodplain and similar common areas must be completed and planted before prior to Winter 1998 or one year after the recording of the Final Plat of Subdivision, whichever is later.

(b) All other required landscaping and other Public and Private Improvements shall be completed within twelve (12) months of Final Plat approval.

9. Acceptance of Public Improvements: For any Public Improvements required to be provided by Owner and/or Developer, the following conditions of acceptance by the Village shall apply:

(a) Final Record Drawings (as built), including final grading and all utilities, shall be submitted for the review and approval of the Director of Community Development;

(b) The Design Engineer is to certify that the detention pond(s) was constructed in accordance with the Village's flood control ordinances, and that the project was constructed substantially to plan;

(c) All deficiencies described in the final punch list shall be satisfactorily completed and then approved by the Directors of Public Works and Community Development;

(d) A maintenance guarantee in the form of a Letter of Credit shall be submitted and approved. Said guarantee and Letter of Credit shall comply with the Subdivision and Development Ordinance;

(e) All easements as required relative to the Public Improvements shall have been granted and recorded.

(f) The Public Improvements to be dedicated to the Village shall be accepted by the Board of Trustees provided a Bill of Sale and a waiver of lien is provided to the Director of Community Development. Upon acceptance by the Board of Trustees, the Installation guarantee (Letter of Credit) shall be returned;

(g) The maintenance guarantee (Letter of Credit), upon inspection and determination that no deficiencies exist, shall be returned at the time of its expiration.

10. Dedication and Acceptance of Public Improvements: Upon approval and acceptances of the aforesaid improvements by the Village, same shall become the property of the Village and subject to its control. If deemed necessary or desirable by the Corporate Authorities of the Village, a formal dedication or conveyance to the Village shall be made by the owner or owners. Public improvements shall be accepted by the Board of Trustees when all requirements as set forth herein have been satisfied at which time the condition and maintenance of said improvements shall be the sole obligation of the Village. The Village shall not be required to accept or maintain the storm water management facilities for the Property.

11. The rights of Owner and/or Developer to proceed with any work which, in accordance with this Agreement, shall be secured by a Letter of Credit, are conditional upon and subject to the delivery to the Village of such Letter of Credit, from a financial institution reasonably approved by the Village, and subject to the placing same on file after the approval of same by the Corporate Authorities in the reasonable exercise of their discretion.

12. Site Access: BTS and/or Developer (and their contractors) shall keep all streets which provide access to the Property reasonably clean from all mud, gravel and other debris caused by them, at all times during and after construction hours. In the event of a failure to comply to the reasonable satisfaction of the Village within three (3) hours notification of deficiency, the Village shall have the right but not the obligation to take appropriate measures to cure the deficiency. The Village may charge the contractor, and the owner of the property benefitting from the contractor's work, for the costs of cure.

13. Traffic Controls: Owner and/or Developer shall install on-site traffic signs and other devices as required by the Village for the proper control of vehicles and pedestrians in the area.

SECTION 9. COMPLETION OF CONSTRUCTION.

The parties acknowledge that development of all of the Property may progress over one or more years. Accordingly, all provisions of the Lombard Zoning Ordinance which provide for expiration or revocation of variations or conditional use permits or other development approvals shall not apply to the Property.

SECTION 10. ANNEXATION AND VILLAGE SERVICE.

Upon adoption of the Annexation Agreement, it is hereby expressly acknowledged and agreed by the Village that the Village has the legal obligation to annex the Property into the corporate limits of the Village pursuant to the terms of the Annexation Agreement, and to supply or service the Property, or any residents thereon, with any Village municipal services including, without limitation, water, sewer (unless served by the Hinsdale Sanitary District), fire (unless served by the York Center Fire Protection District) and police protection.

SECTION 11. REMEDIES AND ENFORCEMENT.

The Village, BTS and Developer, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of the Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) day after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance. The remedy of specific performance shall not be exclusive of any other remedy available at law or in equity. In the event any of the Parties institute legal proceedings against any other party to this Agreement for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment in favor of the prevailing party all expenses of such legal proceedings incurred by the prevailing party, including but not limited to the court costs and reasonable attorneys' fees, witness fees and reimbursed expenses, expert witness fees, etc., incurred by the prevailing party in connection therewith (and any appeal thereof).

SECTION 12. EXERCISE OF RIGHTS.

The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest. No failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other rights.

SECTION 13. NATURE AND SURVIVAL OF OBLIGATIONS.

The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, shall constitute both the personal obligation of the party liable for its payment, and the successors of such party, and also a lien upon the Property until paid. The lien of the charges provided for herein shall be subordinate to the lien of any mortgage now or hereinafter placed upon the Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

SECTION 14. TRANSFEREES AND RELEASE OF TRANSFEROR.

BTS and Developer acknowledge and agree that the obligations assumed by each of them respectively under this Agreement shall be binding upon them and any and all of their heirs, successors, and assigns and the successor owners of record of all or any portion of the Property, except owners of individual dwelling units but including any homeowners' or property owners' associations having ownership of common areas or elements. To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, BTS and Developer agree that this Agreement will be recorded as an Exhibit to the Annexation Agreement, as required by the Annexation Agreement, and that all terms, condition, and

requirements of the Annexation Agreement with respect to the transfer of ownership and the assignment, assumption and release of liabilities under the Annexation Agreement also apply to this Agreement which is incorporated by reference in the Annexation Agreement.

SECTION 15. AUTHORITY TO EXECUTE.

The officers and/or managers, as the case may be, of BTS and Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of BTS and Developer respectively. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. BTS and Developer 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 execute this Agreement on behalf of the respective entities.

SECTION 16. SEVERABILITY.

In the event that 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. None of the Parties shall contest the validity, legality or enforceability of any phrase, article, or provision of this Agreement.

SECTION 17. TERM.

The provisions of this Agreement shall run with and bind the Property for the full term of the Annexation Agreement and shall inure to the benefit of, and be enforceable by, BTS, the Developer, the Village, or any of their respective legal representatives, heirs, grantees, successors, and assigns.

SECTION 18. AMENDMENTS.

All amendments to this Agreement shall be in writing and shall be approved by the record owner(s) of the Property and the Village. Provided, however, that the approval of owners of individual dwelling units need not be obtained if either (a) Owner or Developer have not yet turned over control of the development to a homeowners association; or (b) the homeowners association is in control of the development and approves amendment of this Agreement in accordance with its articles, bylaws and rules.

SECTION 19. NOTICES.

All notices and other communication in connection with this Agreement shall be in writing, shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or three business days after deposits thereof in any main or branch

United States post office, and shall be sent certified or registered mail, return receipt requested, postage prepaid, or by facsimile transmission which shall be effective only if receipt of transmission is confirmed by a transmission confirmation sheet, addressed as follows:

For notices and communications to the Owner:

Dr. Eugene F. Roop,
President
Bethany Theological Seminary
615 National Road West
Richmond, Indiana 47374
FAX: 765-983-1840

with a copy to:

Thomas F. Karaba
Crowley, Barrett & Karaba, Ltd.
20 South Clark Street Suite 2310
Chicago, Illinois 60603-1895
FAX: 312-726-2741

For notices and communications to the Developer:

Fountain Square of Lombard, L.L.C.
c/o CHS DuPage One, L.L.C., Manager
Mr. Dennis Stine
The Shaw Company
Sears Tower
Suite 325
Chicago, IL 60606
FAX: 312-382-8815

with a copy to:

Robert J. Pugliese
Lord, Bissell & Brook
115 S. LaSalle Street
Chicago, IL 60603
FAX: 312-443-0336

For notices and communications to the Village:

President and Board of Trustees
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3926
FAX: 630-620-8222

with copies to:

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

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

(c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
Civic Opera Building
20 North Wacker
Suite 1660
Chicago, Illinois 60606
FAX: 312-984-6444

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the address or addressee of both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

SECTION 20. EXHIBITS.

Exhibits A through J attached to this Agreement are incorporated herein and made a part hereof by this reference.

SECTION 21. HEADINGS.

The headings of the sections, paragraphs, and other parts of this Agreement for convenience and reference only and in no way define, extend, limit or describe the scope of intent of this Agreement or the intent of any provision hereof.

SECTION 22. TIME OF ESSENCE.

Time is of the essence in the performance of all terms and provisions of this Agreement.

SECTION 23. COUNTERPARTS.



This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

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

VILLAGE OF LOMBARD

By: 
Village President

ATTEST:



Deputy Clerk

BETHANY THEOLOGICAL SEMINARY

By: 
Eugene F. Roop, Its President

FOUNTAIN SQUARE OF LOMBARD, L.L.C., a
Delaware limited liability company

By: CHS DuPage One, L.L.C.
a Delaware limited liability company,
Its Manager

By: 
Dennis Stine, Its Manager

WITNESS: 

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 Lorraine G. Gerhardt, personally known to me to be the Village 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 Village 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 23rd day of March 1998.

Commission expires 2/18, 1999.

Denise R. Kalke
Notary Public

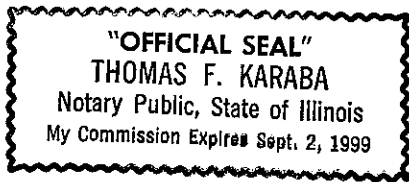


STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Eugene F. Roop, personally known to me to be the President of Bethany Theological Seminary, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, and that he appeared before me this day in Person and acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by the Board of Trustees of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 22nd day of March, 1998.

Commission expires September 2, 1999.



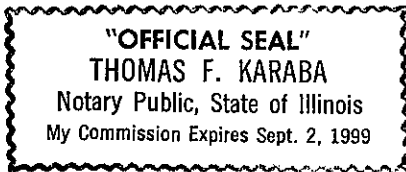
Thomas F. Karaba
Notary Public

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 Eugene F. Roop, personally known to me to be the President of Bethany Theological Seminary, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, and that he appeared before me this day in Person and acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by the Board of Trustees of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 22nd day of March, 1998.

Commission expires September 2, 1999.



Thomas F. Karaba
Notary Public

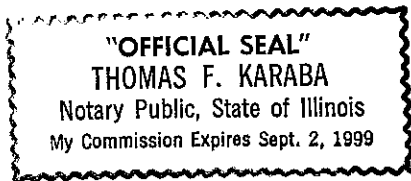
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this 22nd day of March, 1999, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Dennis J. Stine, being the person authorized by CHS DuPage One, LLC, a Delaware limited liability company ("Company"), to execute such instrument, to me personally well known, who stated that he was a Manager of said Company, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of March, 1998.

GIVEN under my hand and Notary Seal this 22nd day of March, 1998.

Commission expires September 2, 1999.



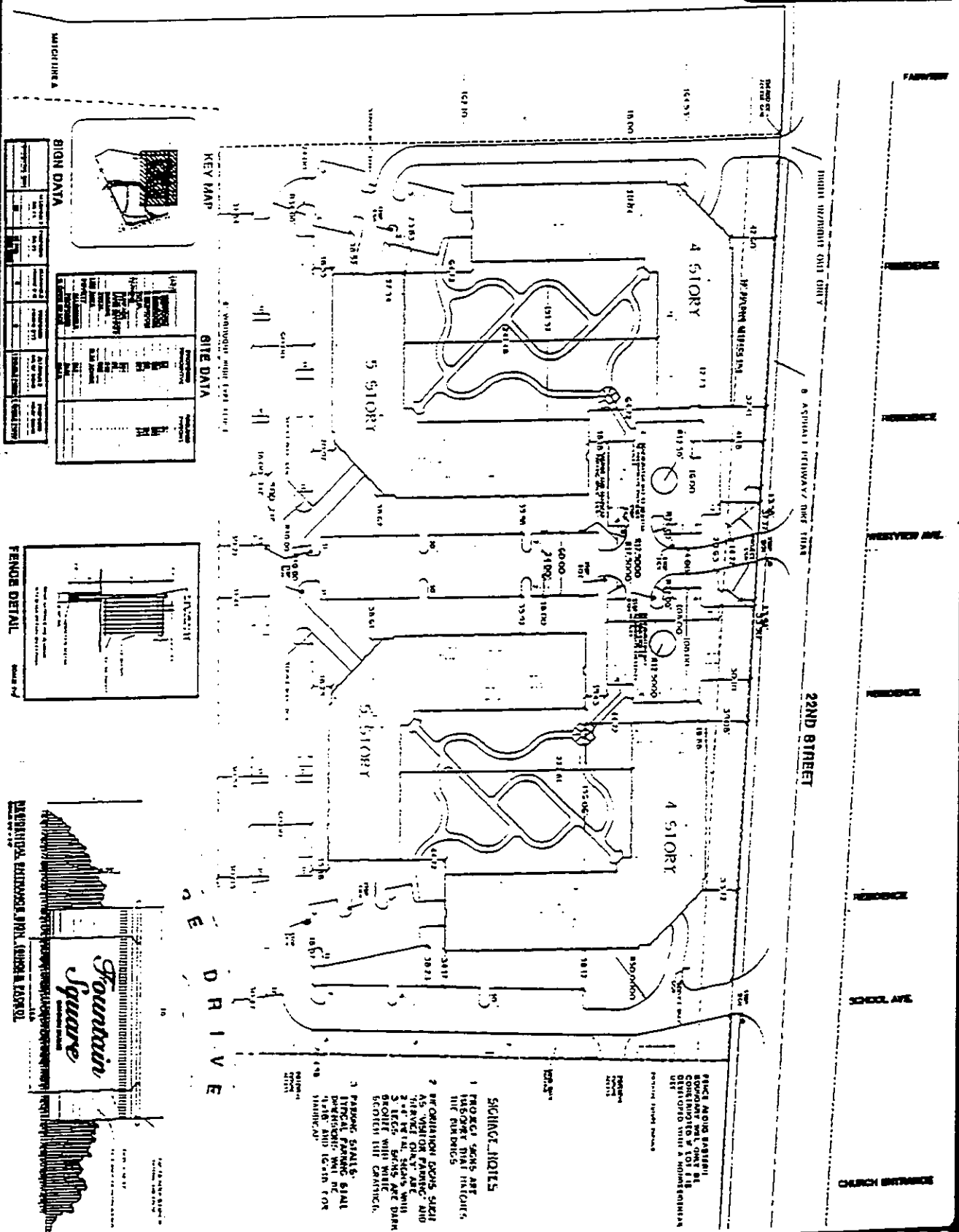
Thomas F. Karaba
Notary Public

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, ALL IN TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 28 WITH THE SOUTHERLY LINE OF 22ND STREET AS DEDICATED PER DOCUMENT NUMBER 968458, SAID SOUTHERLY LINE BEING 50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, THE NORTH LINE OF SAID SECTION 28, SAID POINT OF BEGINNING BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN BETHANY BIBLICAL SEMINARY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R62-17770 IN THE RECORDERS' OFFICE OF DUPAGE COUNTY, ILLINOIS; THENCE SOUTH 87 DEGREES 12 MINUTES 47 SECONDS EAST ALONG SAID SOUTHERLY LINE OF 22ND STREET, BEING ALSO THE NORTHERLY LINE OF LOTS 1 THROUGH 9 IN SAID BETHANY BIBLICAL SEMINARY SUBDIVISION, A DISTANCE OF 928.41 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 21 SECONDS WEST A DISTANCE OF 478.18 FEET; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 345.50 FEET, HAVING A CHORD BEARING OF SOUTH 81 DEGREES 17 MINUTES 30 SECONDS WEST, FOR AN ARC DISTANCE OF 120.52 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 24 SECONDS WEST A DISTANCE OF 778.64 FEET; THENCE SOUTH 04 DEGREES 22 MINUTES 37 SECONDS WEST A DISTANCE OF 307.22 FEET; THENCE SOUTH 11 DEGREES 48 MINUTES 51 SECONDS WEST A DISTANCE OF 32.54 FEET; THENCE NORTH 78 DEGREES 11 MINUTES 09 SECONDS WEST A DISTANCE OF 94.07 FEET TO A POINT ON THE WESTERLY LINE OF BETHANY THEOLOGICAL SEMINARY ASSESSMENT PLAT, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R65-11923 IN SAID RECORDERS' OFFICE OF DUPAGE COUNTY, ILLINOIS, SAID POINT BEING ALSO ON THE EASTERLY LINE OF THE RESUBDIVISION OF NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R89-143132 IN SAID RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS; THENCE NORTH 11 DEGREES 50 MINUTES 22 SECONDS EAST ALONG SAID WESTERLY LINE OF BETHANY THEOLOGICAL SEMINARY ASSESSMENT PLAT, BEING ALSO SAID EASTERLY LINE OF THE RESUBDIVISION OF NORTHERN BAPTIST THEOLOGICAL SEMINARY SUBDIVISION AND AN EASTERLY LINE OF MIDCON ASSESSMENT PLAT, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R83-34520 IN SAID RECORDERS' OFFICE OF DUPAGE COUNTY, ILLINOIS, A DISTANCE OF 181.52 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE OF BETHANY THEOLOGICAL SEMINARY ASSESSMENT PLAT, BEING ALSO AN ANGLE POINT IN SAID EASTERLY LINE OF MIDCON ASSESSMENT PLAT, SAID POINT BEING ON A LINE 70.00 FEET WEST OF, AS MEASURED ALONG THE NORTH LINE THEREOF, AND PARALLEL WITH, THE EAST LINE OF SAID SECTION 29; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE, BEING ALSO SAID WESTERLY LINE OF BETHANY THEOLOGICAL SEMINARY ASSESSMENT PLAT, BEING ALSO SAID EASTERLY LINE OF MIDCON ASSESSMENT PLAT, A DISTANCE OF 686.60 FEET TO SAID SOUTHERLY LINE OF 22ND STREET; THENCE SOUTH 89 DEGREES 53 MINUTES 38 SECONDS EAST ALONG SAID SOUTHERLY LINE OF 22ND STREET, BEING A LINE 50.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH, THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 70.00 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 12.460 ACRES, MORE OR LESS.



SP-1

PRELIMINARY PLANNED DEVELOPMENT PLAN

SCALE IN FEET

CURTIS

Lannert Group

Landmark Architecture • Planning • Community Consulting

337 North 2nd Street
Suite 300
St. Charles, Illinois 60178

630.877.8888
630.877.7070
www.lannertgroup.com
l@lannertgroup.com

FOUNTAIN SQUARE OF LOMBARD, LLC

THE BROWN COMPANY

SEARS TOWER SUITE 205
CHICAGO, ILLINOIS
60601-4000
TEL 312.345.4000

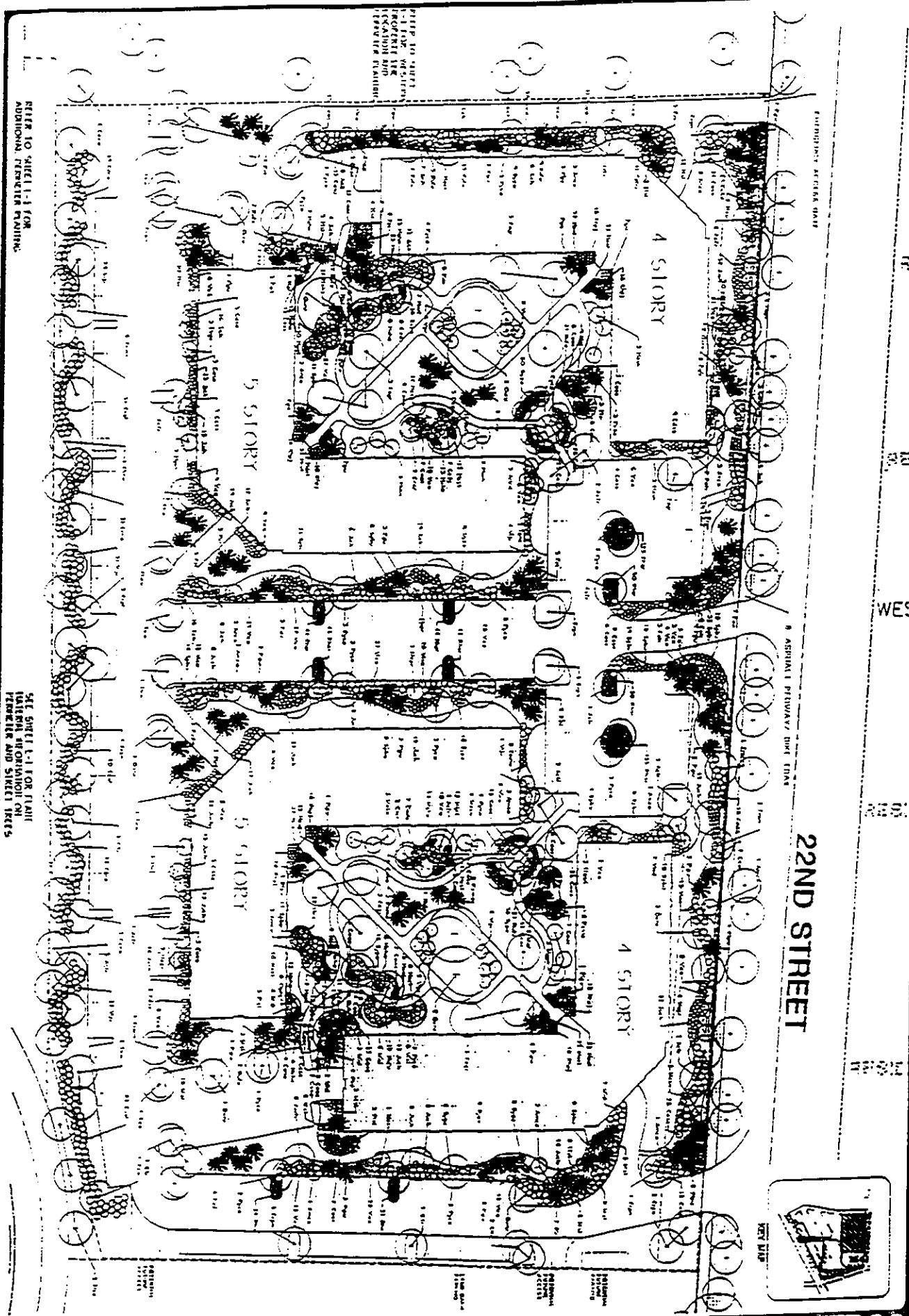
SP-1

STREET SIGN

PROJECT SIGN

PROJECT SIGN

PROJECT SIGN



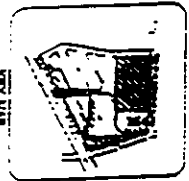
REFER TO SHEET L-1 FOR
ADDITIONAL FURNITURE PLANNING.

SEE SHEET L-1 FOR FLOOR
MATERIAL INFORMATION ON
PARKING AND STREET TREES.

EXISTING UTILITY MARK

8 AVENUE PARKWAY DRIVE MARK

22ND STREET



R-4 LANDSCAPE PLAN

L-2

SCALE IN FEET

NORTH

Lannert Group
Landscape Architecture Planning - Community Consulting

371 North 2nd Street
Suite 306
St. Charles, MO 63074

1-877-4666
741-3307/371-7071
www.lannertgroup.com
l@lannert.com

**FOUNTAIN SQUARE
OF LOMBARD, LLC**

THE BROWN COMPANY
2840 TORREY BURY 300
CHICAGO, IL 60658
773-345-4200
FAX 773-343-4200

PLANNED BY

THE BROWN COMPANY

2840 TORREY BURY 300
CHICAGO, IL 60658
773-345-4200
FAX 773-343-4200

DATE

11/11/11

SCALE

AS SHOWN

PROJECT

FOUNTAIN SQUARE OF LOMBARD, LLC

CLIENT

THE BROWN COMPANY

ARCHITECT

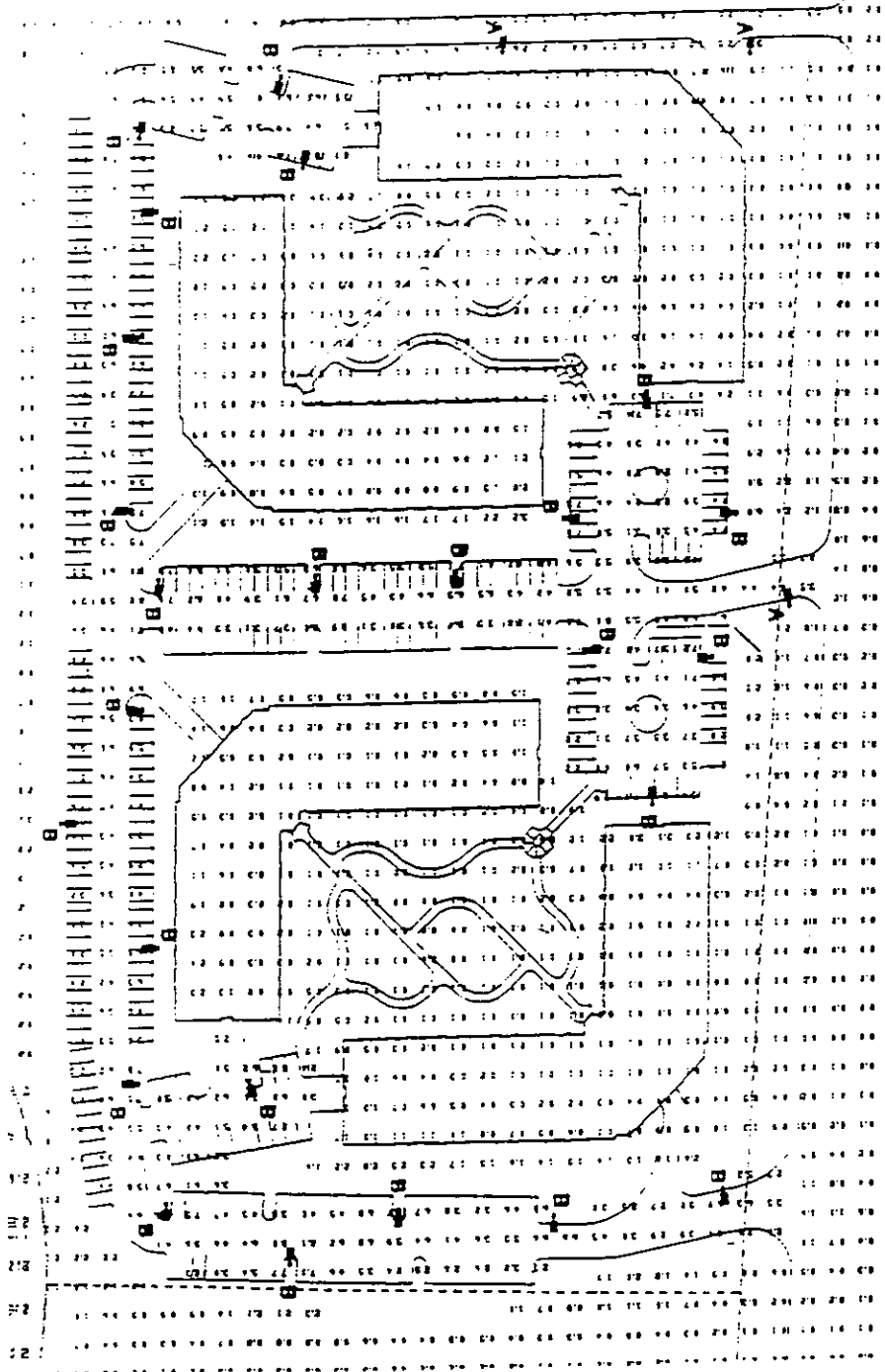
THE BROWN COMPANY

ENGINEER

THE BROWN COMPANY

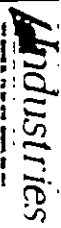
LANDSCAPE ARCHITECT

LANNERT GROUP



POLE LOCATION AND PHOTOMETRIC DATA

POLE NO.	TYPE	HEIGHT	FIXTURES	COORDINATES
1	STANDARD	15	1	...
2	STANDARD	15	1	...
3	STANDARD	15	1	...
4	STANDARD	15	1	...
5	STANDARD	15	1	...
6	STANDARD	15	1	...
7	STANDARD	15	1	...
8	STANDARD	15	1	...
9	STANDARD	15	1	...
10	STANDARD	15	1	...



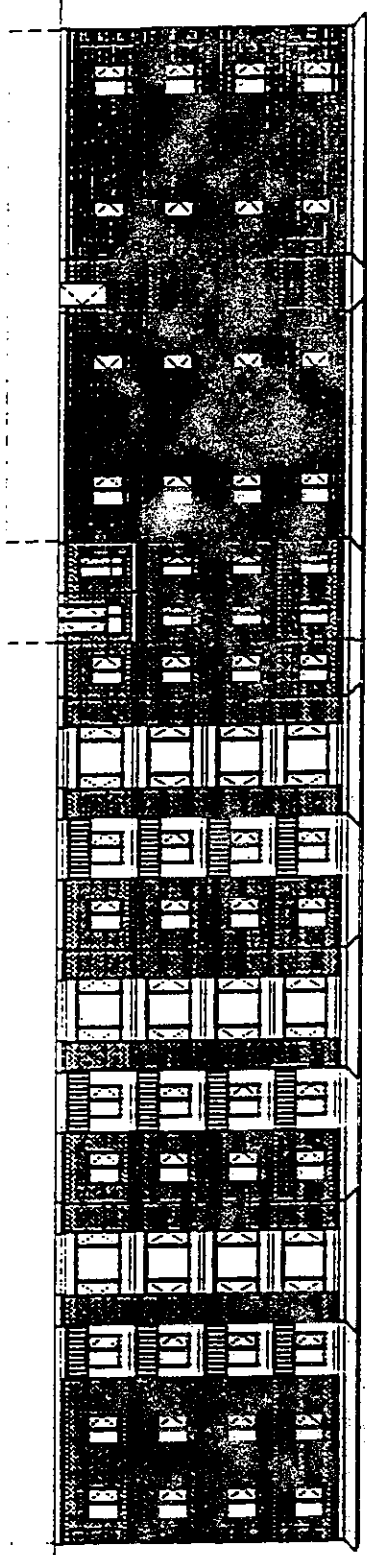
INDUSTRIES
 ENGINEERING
 ARCHITECTS
 PLANNERS
 INTERIORS
 LANDSCAPE ARCHITECTS
 1000 N. WILSON AVENUE
 SUITE 100
 CHICAGO, IL 60642
 TEL: (773) 291-1000
 FAX: (773) 291-1001
 WWW: WWW.INDUSTRIES-ILL.COM

TYPICAL LIGHTING FIXTURE



1. The lighting fixture manufacturer's specifications were obtained from the lighting fixture manufacturer. It is the responsibility of the engineer to verify the accuracy of the manufacturer's specifications. It is the responsibility of the engineer to verify the accuracy of the manufacturer's specifications.

ITEM	DESCRIPTION	QUANTITY	UNIT
1	STANDARD LIGHTING FIXTURE	10	EA
2	STANDARD LIGHTING FIXTURE	10	EA
3	STANDARD LIGHTING FIXTURE	10	EA
4	STANDARD LIGHTING FIXTURE	10	EA
5	STANDARD LIGHTING FIXTURE	10	EA
6	STANDARD LIGHTING FIXTURE	10	EA
7	STANDARD LIGHTING FIXTURE	10	EA
8	STANDARD LIGHTING FIXTURE	10	EA
9	STANDARD LIGHTING FIXTURE	10	EA
10	STANDARD LIGHTING FIXTURE	10	EA



9-V

WEST ELEVATION (4-STORY)



SCALE IN FEET

ARCHITECT

SCB

Soleman Cordwell Smith & Associates Inc.

Architect: Planning, Interior Design
 of West Coast Office
 Suite 200
 1000 West 10th Street
 Los Angeles, CA 90015

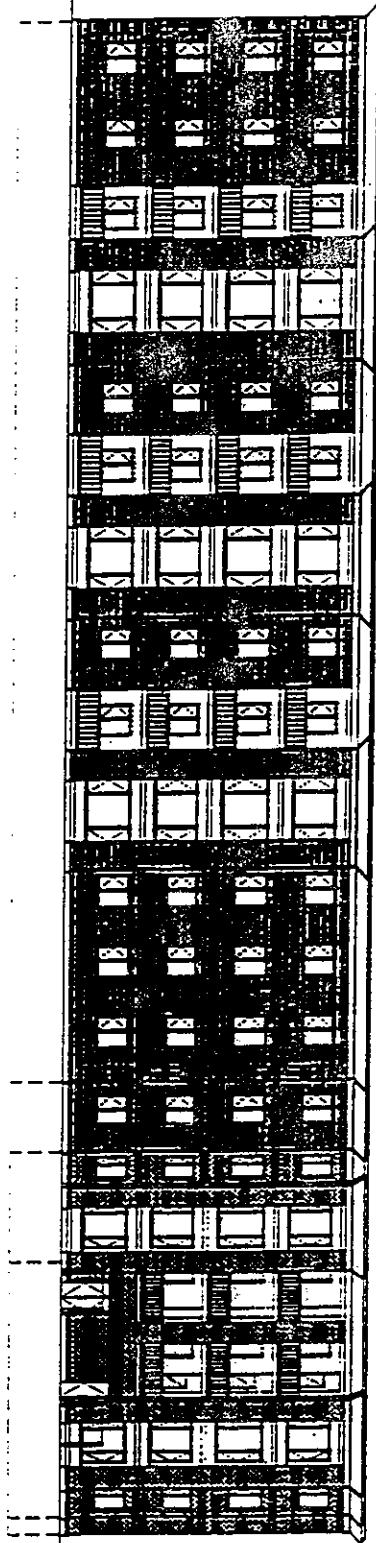
**FOUNTAIN SQUARE
 OF LOEBARD, LLC**

THE GROUP COMPANY
 1000 WEST 10TH STREET
 LOS ANGELES, CA 90015
 213-200-2000
 1997 10-10-97

CONTRACTOR
**WELLSFARGO
 CONTRACTORS**
 1000 WEST 10TH STREET
 LOS ANGELES, CA 90015
 213-200-2000

GENERAL CONTRACTOR
**WELLSFARGO
 CONTRACTORS**
 1000 WEST 10TH STREET
 LOS ANGELES, CA 90015
 213-200-2000

ARCHITECT
SCB
 SOLEMAN CORDWELL SMITH &
 ASSOCIATES INC.
 1000 WEST 10TH STREET
 LOS ANGELES, CA 90015
 213-200-2000



EAST ELEVATION (4-STORY)



SCB

Soleman Cardinal Burns & Associates Inc.

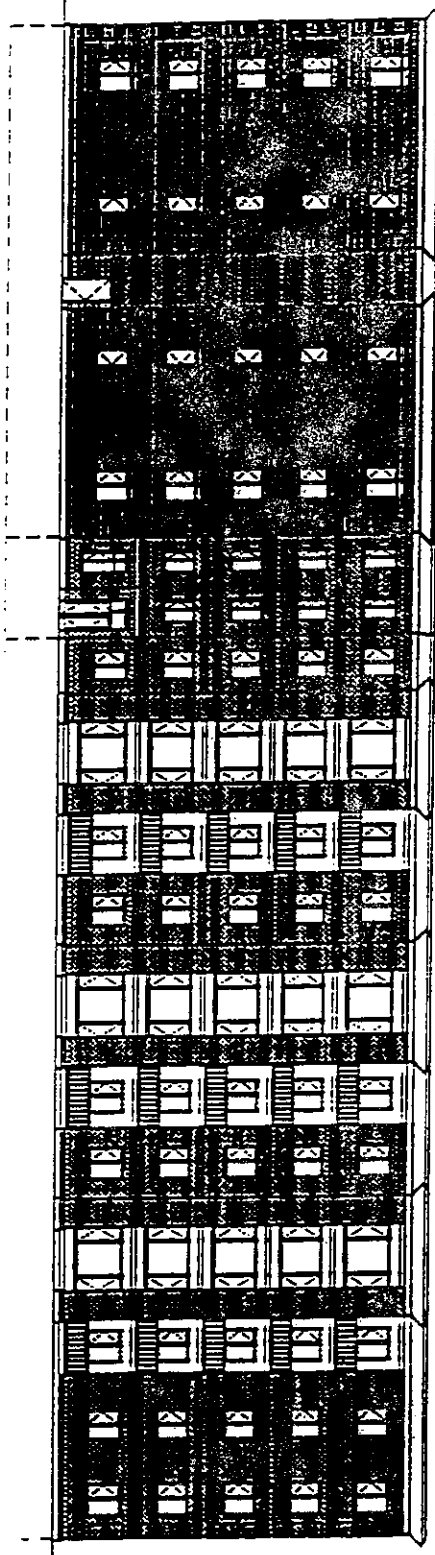
Architect: [illegible]
 100 West State Street
 Suite 200
 Chicago, IL 60601
 Tel: 312.335.1100

FOUNTAIN SQUARE OF LOMBARD, LLC

The Great Lakes
 Building Group
 100 West State Street
 Suite 200
 Chicago, IL 60601
 Tel: 312.335.1100

<p>OWNER: WESTFIELD DEVELOPMENT PARTNERS 100 West State Street Suite 200 Chicago, IL 60601 Tel: 312.335.1100</p>	<p>DATE: 10/1/00</p>	<p>PROJECT NO: 100-0000</p>
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A-7



6-V

WEST ELEVATION (5-STORY)



SCB

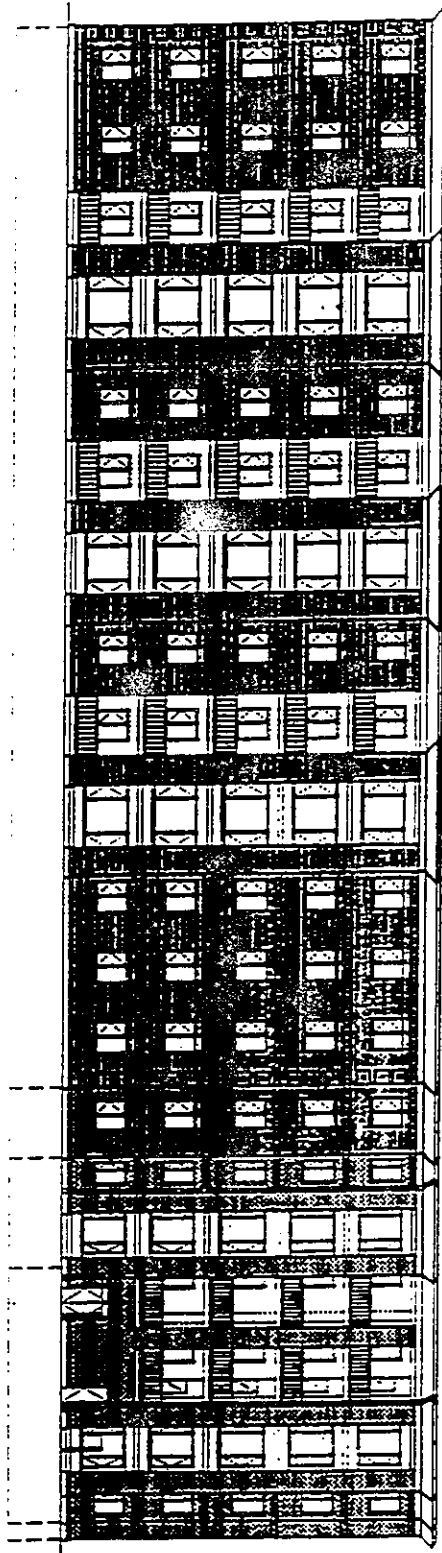
Solomon Cordwell Buenz & Associates Inc.

Architectural Printing: 10/10/00
 10/10/00
 10/10/00
 10/10/00

**FOUNTAIN SQUARE
 OF LOMBARD, LLC**
 10/10/00
 10/10/00
 10/10/00

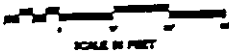
**WEST/REAR
 ELEVATION**
 10/10/00
 10/10/00
 10/10/00

NO.	DATE	DESCRIPTION
1	10/10/00	ISSUED FOR PERMIT
2	10/10/00	REVISION
3	10/10/00	REVISION
4	10/10/00	REVISION
5	10/10/00	REVISION



11-V

EAST ELEVATION (5-STORY)



SCALE IN FEET

1/8"=1'-0"

SCB

Solomon Cordwell Butter & Associates Inc.

Architectural Planning Interior Design
 1100 West Madison
 Suite 400
 Chicago, Illinois 60606
 Tel: 312.335.1100
 Fax: 312.335.1101

**FOUNTAIN SQUARE
 OF LOMBARD, LLC**

THE TRUST COMPANY
 OF GEORGIA
 100 WEST WASHINGTON
 CHICAGO, ILLINOIS
 60604-1000
 TEL: 312.335.1100
 FAX: 312.335.1101

REGISTERED
ARCHITECTS
 STATE OF ILLINOIS
 FOUNDACTION OF
 ARCHITECTS
 100 WEST WASHINGTON
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NO.	DATE	REVISION

EXHIBIT F

FINAL SUBDIVISION PLAT

**[TO COME - TO BE FINALIZED
AFTER REVISIONS MADE PER STAFF COMMENTS]**

EXHIBIT G

LIST OF SAA IMPROVEMENTS

Meyers Road*

1. Northbound Meyers Road left turn lane to Fountain Square Drive
2. Southbound Meyers Road right turn lane to Fountain Square Drive
3. If, but only if, approved by DuPage County and Village by March 31, 1998, traffic signal at intersection of Meyers Road and Fountain Square Drive/Tower Road and traffic signal interconnect controls.
4. R.O.W. landscaping along west side of Meyers Road
5. 5' sidewalk between Fountain Square Drive and 22nd Street on west side of Meyers Road
6. If, but only if, required by Village, 5' sidewalk between Fountain Square Drive and Butterfield Road on west side of Meyers Road
7. If, but only if, not funded or constructed in 1999 by DuPage County, and Owner/Developer elects to have funded as an SAA improvement, the additional Meyers Road roadway improvements planned by DuPage County and identified in the Traffic Analysis submitted to Village by Owner

22nd Street

1. All pavements, curbs, gutters, drainage and associated construction for 22nd Street boulevard improvements including unmountable "pork chops" at the intersections of School, Westview and Fairview
2. Lighting along 22nd Street
3. 8 foot wide pedway/bike trail along south side of 22nd Street
4. R.O.W. landscaping along north and south side of 22nd Street
5. Boulevard landscaping along 22nd Street
6. 6" diameter sanitary sewer services and appurtenances for 6 existing residences on north side of 22nd Street
7. 1" diameter water services and appurtenances for 6 existing residences on north side of 22nd Street
8. 5' sidewalk along north side of 22nd Street

Butterfield Road

1. Westbound Butterfield Road right turn lane to Fountain Square Drive.
2. Eastbound Butterfield Road left turn lane to Fountain Square Drive.
3. Traffic signal at intersection of Butterfield Road and Fountain Square Drive
4. Traffic signal interconnect controls.
5. Intersection, drainage and culvert improvements at Butterfield Road and Fountain Square Drive.
6. Right-in, right-out access on Butterfield Road west of intersection of Butterfield Road and Fountain Square Drive.
7. Drainage and culvert improvements at right-in, right-out on Butterfield Road, west of intersection of Butterfield Road and Fountain Square Drive.

8. R.O.W. landscaping along north side of Butterfield Road
9. If, but only if, required by Village, 5' sidewalk along north side at Butterfield Road

Utilities

1. Site perimeter and Fountain Square Drive 12" diameter D.I. watermain and appurtenances
2. Site perimeter 10" diameter D.I. water main and appurtenances
3. Site perimeter and Fountain Square Drive fire hydrants
4. Interconnections between Oak Brook and Lombard water distribution systems
5. Relocation of Commonwealth Edison power lines along north side of Butterfield Road
6. Relocation of Commonwealth Edison power lines along west side of Meyers Road
7. Fountain Square Drive sanitary main and appurtenances and sanitary improvements on 22nd Street from the existing main to the first on site sanitary manhole and that section of sanitary sewer main and appurtenances along Butterfield Road to be relocated, all to be dedicated to the Sanitary District

* Meyers Road Items 1 and 2 are improvements which DuPage County has agreed to include but not pay for as part of its planned Meyers Road improvements.

EXHIBIT H

PUBLIC IMPROVEMENTS LIST

1. Water mains and fire hydrants, within Sites, to be dedicated to the Village but not included as an SAA improvement.
2. Any improvements identified on the Special Assessment Improvements List which for any reasons do not qualify for special assessment financing, cannot be constructed as a special assessment improvement, or the Owner or Developer, with the agreement and consent of the Village, elects to construct as a Public Improvement rather than as a Special Assessment Improvement.

EXHIBIT I

LIST OF PRIVATE IMPROVEMENTS - R4

1. Onsite sanitary sewer and appurtenances
2. Sanitary services to proposed residential buildings
3. Onsite storm sewer and associated inlets, catch basins and manholes
4. Onsite residential building pavements, curbs, gutters and walkways
5. Detention/stormwater management ponds and facilities
6. Onsite landscaping as per approved Planned Development plans
7. Security fence
8. General lighting as per approved Planned Development plans

EXHIBIT J

STORMWATER MAINTENANCE AGREEMENT

1. The Storm Water Control Facilities will be maintained by the record owner of the Property unless and until ownership of the Property is divided. Prior to any division of ownership the owner will record easement agreements or cause to be formed a property owners' association for the purposes of owning and maintaining certain common areas of the Property, including the Storm Water Control Facilities. All declarations, easement agreements, covenants or other documents establishing the ownership and management rights and responsibilities for the Storm Water Control Facilities shall be recorded and subject to approval by the Director of Community Development and the Village attorney and shall not be modified or amended without the Village's consent.

2. The record owner of the Property, or the property owners' association, as applicable, will grant an easement to the Village for rights of Maintenance of the Storm Water Control Facilities substantially in the form of such easement appended to the Lombard Subdivision and Development Ordinance, subject to approval as to form and content by the Director of Community Development and the Village attorney.

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