

ORDINANCE 4732

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

(PC 99-34: 665 West North Avenue; Heron Point)

(See also Ordinance Nos. \_\_\_\_\_)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that the Annexation Agreement made and entered into on September 3, 1998, between the Village of Lombard; West Suburban Bank as trustee under Trust Agreement dated June 1, 1997, and known as Trust No. 10611; and Samvest of Lombard Limited Partnership, be amended; and,

WHEREAS, the Amendment to an Annexation Agreement (hereinafter the "Amendment") 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 lots of record, which are the subject of said Amendment, are ready, willing and able to accept said Amendment; and,

WHEREAS, the statutory procedures for the execution of said Amendment have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on October 21, 1999.

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

SECTION 1: That the Village President and Village Clerk be and hereby are authorized to sign and attest to the Amendment attached hereto and marked Exhibit "A".

SECTION 2: That this ordinance is limited and restricted to the property generally located at 645 and 665 West North Avenue, Lombard, Illinois and legally described as follows:

Lots 27, 30, 31 & 32, also that part of Lots 24, 25, 26, 28 & 33, also that part of the vacated streets (Kenmore Street & Valley View Drive) being in Milton Township Supervisors Assessment Plat No. 8 being a subdivision of that part of the half of Section 1, Township 39 North, Range 10 East of the Third Principal Meridian, also Lot 18 in the Subdivision of Selby Hoyle Farm Unit Number One, being part of the northeast quarter of Section 1, Township 39 North, Range 10 East of the Third Principal Meridian; bounded and described as follows: Beginning at the southeast corner of said Lot 18; thence south 87 degrees 35 minutes 45 seconds west along the south line of said Lot 18, 399.66 feet; thence north 00 degrees 39 minutes 21 seconds east along the west line of said Lot 18, 97.28 feet; thence south 87 degrees 35 minutes 45 seconds west along the south line of said Lots 30, 31, 32 & 33, 675.38 feet; thence north 02 degrees 24 minutes 15 seconds west along the west line of said Lot 33 also being the easterly right of way line of Interstate 355, 143.64 feet; thence north 23 degrees 51 minutes 43 seconds east along easterly line of Interstate 355, 247.32 feet; thence north 02 degrees 24 minutes 15 seconds west along said easterly line, 33.00 feet;

thence south 87 degrees 30 minutes 53 seconds west along said easterly line, 12.34 feet; thence north 02 degrees 07 minutes 18 seconds west along said easterly line 109.14 feet; thence north 24 degrees 13 minutes 22 seconds east along said easterly line, 363.63 feet; thence north 78 degrees 33 minutes 50 seconds east along said easterly line, 78.33 feet to a point on the south right of way line of North Avenue (Illinois Route 64); thence north 87 degrees 26 minutes 52 seconds east along said south right of way line, 518.65 feet; thence south 02 degrees 31 minutes 06 seconds east, 336.80 feet; thence south 87 degrees 34 minutes 50 seconds west, 100.00 feet to a point on the east line of said Lot 27; thence south 02 degrees 31 minutes 06 seconds east along the east line of said Lots 27 & 30, 510.10 feet to a point on the north line of said Lot 18; thence north 87 degrees 35 minutes 45 seconds east along the north line of said Lot 18, 316.83 feet to a point on the westerly right of way line of Rohwling Road, thence south 00 degrees 39 minutes 21 seconds west along said westerly right of way line, 97.28 feet to the point of beginning, all in DuPage County, Illinois.

PIN Numbers: 05-01-202-018 and 05-01-202-011

SECTION 3: That 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 \_\_\_\_\_, 1999.

First reading waived by action of the Board of Trustees this 21st day of October 1999.


Passed on second reading this 21st day of October, 1999.

Ayes: Trustees Borgatell, Tross, Schaffer, Sebby, Florey and President Mueller

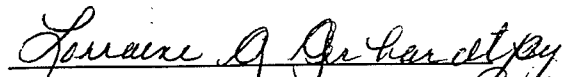
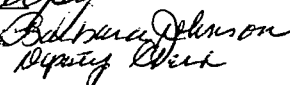
Nays: None

Absent: Trustee Kufrin

Approved this 21st, day of October, 1999.

  
William J. Mueller, Village President

ATTEST:

  
Lorraine G. Gerhardt, Village Clerk   
Barbara Johnson  
Deputy Clerk

**AMENDMENT TO AN  
ANNEXATION AGREEMENT**

**THIS AMENDMENT**, accepted on this 21<sup>st</sup> day of October, 1999, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); West Suburban Bank, not personally, but solely as trustee under Trust Agreement dated June 1, 1997, and known as Trust No. 10611 (hereinafter referred to as "Owner"); and Samvest of Lombard Limited Partnership, an Illinois limited partnership (hereinafter referred to as "Developer");

**WITNESSETH:**

**WHEREAS**, the 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**, an Annexation Agreement ("Agreement") was made and entered into on September 3, 1998, by and between the Village, the Owner, and the Developer; and

**WHEREAS**, the Corporate Authorities of the Village and the Owner and Developer deem it to the mutual advantage of the parties and in the public interest that the Agreement be amended; and

**WHEREAS**, a public hearing was held on September 20, 1999, for the purpose of considering whether the Planned Development applicable to the Subject Property should be amended, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") their findings of fact and recommendations with respect to said application; and

**WHEREAS**, a public hearing on this Amendment has been held by the Corporate Authorities on the 21st day of October, 1999; and

**WHEREAS**, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Amendment, in order to make the same effective, have been held or taken, 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 Amendment; and

**WHEREAS**, the Corporate Authorities of the Village have examined the proposed Amendment to the Agreement and have determined that said Amendment and the development of the Subject Property in accordance with this Amendment comply with the Comprehensive Plan of the Village.

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

1. Section 6 shall be amended to change the revision date of the approved Site Development Plan from July 6, 1998, to August 16, 1999.
2. Section 8 shall be amended to change the revision date of the approved Landscape Plan from July 6, 1998, to August 16, 1999.
3. Section 9, Item B shall be amended to read in entirety as follows:
  - B. Erection of two (2) wall signs on the proposed hotel and an unlimited number of wall signs on the proposed office building. The wall signs on the hotel shall meet the area requirements of the Lombard Sign Ordinance, and the total area of all signs on the office building shall not exceed three hundred (300) square feet.
4. Exhibits "B", "D", "E", and "F" shall be replaced with the attached Exhibits "B", "D", "E", and "F", respectively.

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

ATTEST:

Lorraine G. Gerhardt  
Village Clerk  
By: Barbara Johnson  
Deputy Clerk

DATED: October 21, 1999

VILLAGE OF LOMBARD

By: [Signature]  
President

DEVELOPER:

Samvest of Lombard Limited Partnership, an  
Illinois limited partnership

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_  
DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

OWNER

West Suburban Bank, not personally, but  
solely as trustee under Trust Agreement dated  
June 1, 1997, and known as Trust No. 10611

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_  
DATED: \_\_\_\_\_

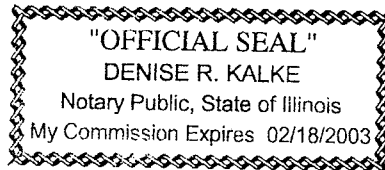
By: \_\_\_\_\_  
Its \_\_\_\_\_

**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 21<sup>st</sup> day of October, 1999.  
Commission expires 2/18/2003, am. Denise R. Kalke  
Notary Public



Amendment to an Annexation Agreement  
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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 the above-named \_\_\_\_\_ and  
\_\_\_\_\_, are personally known to me to be the \_\_\_\_\_  
President and \_\_\_\_\_ Secretary of \_\_\_\_\_  
\_\_\_\_\_ and also personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_ respectively, and that they appeared before me this day in Person and  
severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_  
Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of  
Directors 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, and the said  
\_\_\_\_\_, then and there acknowledged that said \_\_\_\_\_ -  
\_\_\_\_\_. Secretary as custodian of the corporate seal of said Corporation caused said seal to be  
affixed to said instrument as said \_\_\_\_\_ Secretary's own free and voluntary act and  
as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Commission expires \_\_\_\_\_, \_\_\_\_\_. \_\_\_\_\_  
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 the above-named \_\_\_\_\_ and  
\_\_\_\_\_, are personally known to me to be the  
\_\_\_\_\_ President and \_\_\_\_\_ Secretary of  
\_\_\_\_\_ and also personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_ respectively, and that they appeared before me this day in person and  
severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_  
Secretary they signed and delivered the said instrument, pursuant to authority given by  
\_\_\_\_\_ as their free and voluntary act, and as the free and  
voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein set  
forth, and the said \_\_\_\_\_, then and there acknowledged that said  
\_\_\_\_\_ Secretary as custodian of the corporate seal of said \_\_\_\_\_ caused  
said seal to be affixed to said instrument as said \_\_\_\_\_ Secretary's own free and  
voluntary act and as the free and voluntary act of said \_\_\_\_\_, for the uses  
and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Commission expires \_\_\_\_\_, \_\_\_\_\_.  
\_\_\_\_\_  
Notary Public